

# United States Treaties and Other International Agreements



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IN THREE PARTS

Part 1

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# MALI

## Economic and Technical Assistance

*Agreement effected by exchange of notes  
Signed at Bamako January 4, 1961;  
Entered into force January 4, 1961.*

*The American Charge d'Affaires ad interim to the President of Mali*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
No. 7  
*Bamako, January 4, 1961.*

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two Governments and to advise you that the Government of the United States of America will be prepared to furnish to the Government of the Republic of Mali economic, technical and related assistance in accordance with the understandings set forth below:

1. The Government of the United States of America will furnish such economic, technical and related assistance hereunder as may be requested by representatives of the appropriate agency or agencies of the Government of the Republic of Mali and approved by representatives of the agency designated by the Government of the United States of America to administer its responsibilities hereunder, or as may be requested and approved by other representatives designated by the Government of the United States of America and the Government of the Republic of Mali. The furnishing of such assistance shall be subject to applicable United States laws and regulations. It shall be made available in accordance with arrangements agreed upon between the above-mentioned representatives.

2. The Government of the Republic of Mali will make the full contribution permitted by its manpower, resources, facilities and general economic condition in furtherance of the purposes for which economic assistance is made available hereunder; will take appropriate steps to assure the effective use of such assistance; will cooperate with the Government of the United States of America to assure that procurement will be at reasonable prices and on reasonable terms; will permit United States representatives to follow and observe programs and operations hereunder, and records pertaining thereto; will provide the Government of the United States of America with

full and complete information concerning such programs and operations and other relevant information which the Government of the United States of America may need to determine the nature and scope of operations and to evaluate the effectiveness of the assistance furnished or contemplated; and will give to the people of the Republic of Mali full publicity concerning programs and operations hereunder. With respect to cooperative technical assistance programs hereunder, the Government of the Republic of Mali will also bear a fair share of the costs thereof; will, to the maximum extent possible, seek full coordination and integration of technical cooperation programs being carried on in the Republic of Mali; and will place at the disposition of other nations participating in such programs all knowledge acquired as a result of the execution of such programs.

3. In any case where commodities or services are furnished on a grant basis under arrangements which will result in the accrual of proceeds to the Government of the Republic of Mali from the import or sale of such commodities or services, the Government of the Republic of Mali, except as may otherwise be mutually agreed upon by the representatives referred to in paragraph 1 hereof, will establish in its own name a Special Account in the Banque Populaire du Mali in which shall be deposited as such proceeds accrue the amount of local currency equivalent to such proceeds. Upon request of the Government of the United States of America concerning its local currency requirements, the Government of the Republic of Mali will make available to the Government of the United States of America, in the manner requested by that Government, the amounts necessary for the execution of programs hereunder, which amounts shall not exceed five per centum of the total of the amounts deposited. The Government of the Republic of Mali may draw upon any remaining balances in the Special Account for such purposes beneficial to the Republic of Mali as may be agreed upon from time to time by the representatives referred to in paragraph 1 hereof. Any unencumbered balances of funds which remain in the Special Account upon termination of assistance hereunder to the Government of the Republic of Mali shall be disposed of for such purposes as may be agreed upon by the representatives referred to in paragraph 1 hereof.

4. The Government of the Republic of Mali agrees that economic and technical experts necessary to discharge the responsibilities of the Government of the United States of America hereunder may be attached to the Embassy of the Government of the United States of America. It will give full cooperation to the economic and technical experts, including the furnishing of facilities necessary for the purpose of carrying out the provisions hereof.

5. In order to assure the maximum benefits to the people of the Republic of Mali from the assistance to be furnished hereunder:

(a) Materials, equipment, and funds introduced into Mali by the Government of the United States of America or any agency financed by that Government for purposes of an agreed project

undertaken hereunder shall be exempt from customs duties and all local taxes of any kind. In consequence, the importation and re-exportation of such materials, equipment, and funds are exempt from all taxes and customs charges. However, such materials and equipment may not be sold nor disposed of locally without special authorization from the customs service, which on such occasion will collect the applicable duties and taxes.

(b) All personnel, except citizens and permanent residents of the Republic of Mali, whether employees of the Government of the United States of America or its agencies or individuals under contract with, or employees of public or private organizations under contract with the Government of the United States of America or the Government of the Republic of Mali, or any agencies of either the Government of the United States of America or the Government of the Republic of Mali who are present in the Republic of Mali to perform work in connection herewith and whose entrance into the country has been approved by the Government of the Republic of Mali, shall not be subjected to double taxation with respect to income and social security taxes.

(c) Funds introduced into the Republic of Mali for purposes of furnishing assistance hereunder shall be convertible into local currency at the rate providing the largest number of units of such currency per United States dollar, which, at the time the conversion is made, is not unlawful in the Republic of Mali.

6. All or any part of the program of assistance provided herein may, except as may otherwise be provided in arrangements agreed upon pursuant to paragraph 1 hereof, be terminated by either Government if that Government determines that because of changed conditions the continuation of such assistance is unnecessary or undesirable. The termination of such assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered. If, while this agreement is in force, either of the parties shall consider it necessary to amend the agreement, either for the reason that a program is agreed upon which requires greater numbers of personnel than that presently envisaged, or for other reasons, it may notify the other party in writing and the two parties shall consult with a view to agreeing upon such amendment.

I have the honor to propose that, if these understandings are acceptable to the Government of the Republic of Mali, the present note and Your Excellency's reply note concurring therein shall constitute an Agreement between our two Governments which shall be deemed to enter into force on the date of your reply note, and which shall remain in force until thirty days after the receipt of either Government of written notification of the intention of the other to terminate it, it being understood, however, that in the event of such termination the provisions hereof shall remain in full force and effect with respect to assistance theretofore furnished.

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

JOHN D. LEONARD  
*Charge d'Affaires ad interim*

Enclosure:

French Translation of Note No. 7 [1]

His Excellency

MODIBO KEITA,

*President of the Council of Government  
and Minister for Foreign Affairs,  
Bamako.*

*The President of Mali to the American Chargé d'Affaires ad interim*

RÉPUBLIQUE DU MALI

Le Président du Gouvernement  
Ministre des Affaires Etrangères

N° 10 / At.E  
4

BAMAKO, le 4 janvier 1961

EXCELLENCE,

Par note n°7 en date du 4 janvier 1961, Votre Excellence a bien voulu me faire savoir ce qui suit:

"1. Le Gouvernement des Etats-Unis fournira, dans les domaines économique et technique, ainsi que dans tous domaines connexes, l'aide qui pourrait lui être demandée par les représentants de l'organisme ou des organismes appropriés du Gouvernement de la République du Mali et approuvée par les représentants de l'organisme désigné par le Gouvernement des Etats-Unis à administrer ses responsabilités dans le cadre du présent accord, ou demandée et approuvée par d'autres représentants désignés par le Gouvernement des Etats-Unis et le Gouvernement de la République du Mali. Cette aide sera fournie selon les lois et les règlements à ce sujet en vigueur aux Etats-Unis. Ladite aide sera fournie conformément aux arrangements convenus entre les représentants mentionnés ci-dessus.

2. Le Gouvernement de la République du Mali (I) contribuera à la réalisation des objectifs motivant la fourniture de ladite aide économique dans toute la mesure permise par sa main d'oeuvre ses ressources, installations et par l'état général de son économie; (II) prendra toutes les mesures nécessaires pour assurer l'utilisation efficace de l'aide fournie; (III) coopérer avec le Gouvernement des Etats-Unis pour que les achats soient effectués, à des prix et à des conditions raisonnables; (IV) permettra aux représentants des Etats-Unis de suivre et d'observer les programmes et opérations en voie de réalisation en vertu du présent accord ainsi que toute la documentation s'y rapportant; (V) fournira au Gouvernement des Etats-Unis d'Amérique

<sup>1</sup> Not printed.

tous renseignements afférents auxdits programmes et opérations ainsi que tous autres renseignements qui seraient nécessaires pour fixer la forme et la portée des opérations et pour évaluer l'efficacité de l'aide fournie ou envisagée; et (VI) donnera à l'intention du peuple de la République du Mali une large publicité aux programmes et opérations exécutés en vertu du présent accord. En ce qui concerne les programmes de coopération technique effectués dans le cadre du présent accord, le Gouvernement de la République du Mali (I) prendra à sa charge une part équitable des frais encourus du fait de leur exécution; (II) assurera, dans toute la mesure du possible, la pleine coordination et intégration des programmes de coopération technique en voie de réalisation au Mali; (III) mettra à la disposition d'autres nations participant à de tels programmes toute expérience acquise au cours de l'exécution de tels programmes.

3.-Dans tous les cas où des produits ou des services seront fournis à titre de dons, en vertu d'arrangements aux termes desquels certaines sommes reviendront au Gouvernement de la République du Mali du fait de l'importation ou de la vente de ces produits ou services, le Gouvernement de la République du Mali, sauf dispositions contraires établies d'un commun accord par les représentants mentionnés au paragraphe I, ouvrira en son nom un compte spécial à la Banque Populaire du Mali où sera déposé au fur et à mesure le montant en monnaie locale des sommes mentionnées ci-dessus. A la demande du Gouvernement des Etats-Unis concernant ses besoins en monnaie locale, il mettra à la disposition de ce Gouvernement, de la manière indiquée par lui, les sommes nécessaires pour l'exécution des programmes qui ne sauraient excéder 5 pour cent du total des montants déposés. Le Gouvernement de la République du Mali pourra effectuer des prélèvements sur tout fonds restant au Compte Spécial pour la réalisation d'objectifs utiles à la République du Mali et sur lesquels les représentants mentionnés au paragraphe I pourraient se mettre d'accord de temps à autre. Tous soldes non engagés et restant inscrits au Compte Spécial à la date où cesserait l'aide au Gouvernement de la République du Mali, prévue par cet Accord, seront utilisés conformément aux dispositions d'un accord convenu entre les représentants mentionnés au paragraphe I.

4. Le Gouvernement de la République du Mali donne son accord à l'Ambassade des Etats-Unis d'e s'attacher des experts économiques et techniques nécessaires pour assumer les responsabilités qui incombe au Gouvernement des Etats-Unis conformément au présent Accord; il coopérera dans la plus large mesure possible avec les experts économiques et techniques et leur accordera toutes les facilités nécessaires à l'exécution du présent Accord.

5. Dans le but de s'assurer que le peuple du Mali bénéficie au maximum de l'aide fournie dans le cadre du présent accord:

- a) Les matériaux et équipements ou fonds introduits au Mali par le Gouvernement des Etats-Unis ou tout organisme financé par ce Gouvernement pour la réalisation d'un projet déterminé, entrepris

dans le cadre du présent Accord seront exempts des droits de douane et de toutes taxes locales de quelque nature que ce soit. En conséquence, l'importation et la réexportation de ces matériaux et équipements ou fonds sont exemptes de toutes taxes et frais de douane. Toutefois ils ne pourront être ni vendus ni cédés sur place sans autorisation spéciale du service des douanes qui à cette occasion percevra les droits et taxes exigibles.

- b) Tous les membres du personnel, à l'exception des ressortissants du Mali et des personnes ayant leur domicile au Mali, qu'il s'agisse d'employés du Gouvernement des Etats-Unis d'Amérique ou de ses organismes ou de particuliers ou d'employés d'organisations publiques ou privées ayant un contrat avec le Gouvernement des Etats-Unis d'Amérique ou l'un de ces organismes, avec le Gouvernement de la République du Mali ou l'un de ses organismes et qui sont au Mali afin d'exécuter des travaux dans le cadre du présent Accord et dont l'entrée dans le pays a été approuvée par le Gouvernement de la République du Mali, ne seront pas soumis à la double imposition en ce qui concerne les impôts sur le revenu et de la sécurité sociale.
- c) Tous fonds introduits au Mali aux fins du présent Accord seront convertibles en monnaie locale par rapport au dollar des Etats-Unis et qui, à la date de la conversion, ne sera pas illégal au Mali.

6. L'un ou l'autre Gouvernement peut mettre fin en tout ou en partie au programme d'aide prévu dans le présent Accord, si ce Gouvernement estime qu'en raison du changement des conditions, il n'est pas nécessaire, ni indiqué, de poursuivre ce programme d'aide, à moins de dispositions contraires arrêtées en vertu du paragraphe I. La cessation d'aide prévue ci-dessus peut inclure l'arrêt des livraisons de produits non encore délivrés et prévus dans le présent Accord. Si pendant la durée de cet accord l'une ou l'autre des parties estiment nécessaire de l'amender, ou pour la raison qu'un programme est convenu qui nécessite un plus grand nombre de personnel que celui présentement envisagé, ou pour d'autres raisons, elle doit la notifier par écrit à l'autre et les deux parties se consulteront en vue de se mettre d'accord sur ledit amendement.

J'ai l'honneur de vous proposer que, si les dispositions qui précèdent reçoivent l'agrément du Gouvernement de la République du Mali, la présente note ainsi que votre réponse donnant votre accord, constituent entre nos deux Gouvernements un Accord qui sera considéré comme prenant effet à la date de votre réponse, et qui restera en vigueur jusqu'à l'expiration d'un délai de trente jours à compter de la date de la réception par l'un des deux Gouvernements, d'une notification écrite de la part de l'autre indiquant son intention d'y mettre fin, étant toutefois entendu que dans une telle éventualité, les dispositions du présent Accord resteront en vigueur en ce qui concerne l'aide fournie jusqu'à cette date."

J'ai l'honneur de confirmer à Votre Excellence l'accord du Gouverne-

ment de la République du Mali sur ces propositions. Conformément aux stipulations de votre note, ma présente réponse ainsi que votre note constitueront entre nos deux Gouvernements, un Accord qui sera considéré comme prenant effet à la date de ce jour.

Je saisis l'occasion pour renouveler à Votre Excellence, les assurances de ma haute considération./.

Pour le Président  
Le Vice-Président du Gouvernement  
de la République du Mali,  
**JEAN-MARIE KONE**  
Jean-Marie Kone.

Son Excellence

Monsieur JOHN D. LEONARD  
*Chargé d’Affaires a.i. des Etats-Unis  
d’Amérique à  
—Bamako—*

*Translation*

REPUBLIC OF MALI  
The President of the Government  
Minister of Foreign Affairs

No. 10/Af.E  
4

BAMAKO, January 4, 1961

**EXCELLENCY:**

In note No. 7, dated January 4, 1961, Your Excellency was good enough to inform me as follows:

[For the English language text of the note, see *ante*, p. 1.]

I have the honor to confirm to Your Excellency the acceptance of these proposals by the Government of the Republic of Mali. As stipulated in your note, my present reply and your note shall constitute an Agreement between our two Governments which shall be deemed to enter into force on today's date.

I avail myself of the occasion to renew to Your Excellency the assurances of my high consideration.

For the President:  
**JEAN-MARIE KONE**  
Jean-Marie Kone  
*Vice President of the Government  
of the Republic of Mali*

His Excellency

JOHN D. LEONARD,  
*Chargé d’Affaires ad interim of the  
United States of America,  
Bamako.*

# TURKEY

## Surplus Agricultural Commodities [<sup>1</sup>]

*Agreement signed at Ankara January 11, 1961;  
Entered into force January 11, 1961.  
With exchange of notes.*

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### AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF TURKEY UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

The Government of the United States of America and the Government of the Republic of Turkey:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Considering that the purchase for Turkish lira of agricultural commodities produced in the United States will assist in achieving such an expansion of trade;

Considering that the Turkish lira accruing from such purchases will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales of agricultural commodities to Turkey pursuant to Title I of the Agricultural Trade Development and Assistance Act,[<sup>2</sup>] as amended (hereinafter referred to as the Act), and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities:

Have agreed as follows:

### ARTICLE I

#### *SALES FOR TURKISH LIRA*

1. Subject to the availability of commodities for programming under the Act and to issuance by the Government of the United States of

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<sup>1</sup> Also TIAS 4750, 4821 and 4819; *post*, pp. 529, 1108 and 1098.

<sup>2</sup> 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

America and acceptance by the Government of the Republic of Turkey of purchase authorizations, the Government of the United States of America undertakes to finance the sale for Turkish lira to purchasers authorized by the Government of the Republic of Turkey of the following agricultural commodities determined to be surplus pursuant to Title I of the Act, in the amounts indicated:

<i>Commodity</i>	<i>Value (million)</i>
Wheat	\$12. 4
Ocean transportation (estimated)	1. 6
<b>Total</b>	<b>\$14. 0</b>

2. Applications for purchase authorizations will be made within 90 calendar days after the effective date of this Agreement, except that application for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this agreement will be made within 90 days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the Turkish lira accruing from such sale, and other relevant matters.

## ARTICLE II

### *USES OF TURKISH LIRA*

1. The two Governments agree that the Turkish lira accruing to the Government of the United States of America as a consequence of the sales made pursuant to this Agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes in the amounts shown:

- A. For United States expenditures under subsections (a), (b), (c), (f), and (h) through (r) of Section 104 of the Act, or under any of such subsections, the Turkish lira equivalent of \$2.8 million.
- B. For procurement of military equipment, materials, facilities and services in accordance with subsection 104(c) of the Act, as mutually agreed upon by the two Governments, the Turkish lira equivalent of \$2.8 million.
- C. For loans to be made by the Export-Import Bank of Washington under subsection 104(e) of the Act and for administrative expenses of the Export-Import Bank of Washington in Turkey incident thereto, the Turkish lira equivalent of \$2.1 million, but not more than 25 percent of the currencies received under the Agreement. It is understood that:

(1) Such loans under Section 104(e) of the Act will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in Turkey for business development and trade expansion in Turkey, and to United States firms and Turkish firms for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of and markets for United States agricultural products.

(2) Loans will be mutually agreeable to the Export-Import Bank of Washington and the Government of the Republic of Turkey, acting through the International Economic Cooperation Organization of the Turkish Ministry of Finance (hereinafter referred to as the IEKO). The Director of the IEKO, or his designate, will act for the Government of the Republic of Turkey, and the President of the Export-Import Bank of Washington, or his designate, will act for the Export-Import Bank of Washington.

(3) Upon receipt of an application which the Export-Import Bank is prepared to consider, the Export-Import Bank will inform the IEKO of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan and the general purposes for which the loan proceeds would be expended.

(4) When the Export-Import Bank is prepared to act favorably upon an application, it will so notify the IEKO and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rates will be similar to those prevailing in Turkey on comparable loans, and the maturities will be consistent with the purposes of the financing.

(5) Within sixty days after the receipt of the notice that the Export-Import Bank is prepared to act favorably upon an application, the IEKO will indicate to the Export-Import Bank whether or not the IEKO has any objection to the proposed loan. When the Export-Import Bank approves or declines the proposed loan, it will notify the IEKO.

(6) In the event the Turkish lira set aside for loans under Section 104(e) of the Act are not advanced within three years from the date of this Agreement because the Export-Import Bank has not approved loans or because proposed loans have not been mutually agreeable to the Export-Import Bank and the IEKO, the Government of the United States of America may use the Turkish lira for any purpose authorized by Section 104 of the Act.

D. For a loan to the Government of the Republic of Turkey under subsection 104(g) of the Act, the Turkish lira equivalent of not more than \$6.3 million, for financing such projects to promote

economic development, including projects not heretofore included in plans of the Government of the Republic of Turkey, as may be mutually agreed. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. In the event the Turkish lira set aside for loans to the Government of the Republic of Turkey are not advanced within three years from the date of this Agreement as a result of failure of the two Governments to reach agreement on the use of the Turkish lira for loan purposes, the Government of the United States of America may use the Turkish lira for any purpose authorized by Section 104 of the Act.

2. In the event the total of Turkish lira accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement is less than the equivalent of \$14.0 million, the amount available for a loan to the Government of the Republic of Turkey under Section 104(g) of the Act will be reduced by the amount of such difference; in the event the total Turkish lira deposit exceeds the equivalent of \$14.0 million, 45 percent of the excess will be available for a loan under Section 104(g), 15 percent for loans under Section 104(e), and 40 percent for any use or uses authorized by Section 104 as the Government of the United States of America may determine.

### ARTICLE III

#### *DEPOSIT OF TURKISH LIRA*

Turkish lira shall be deposited to the account of the Government of the United States of America in payment for the commodities and for ocean transportation costs financed by the Government of the United States (except excess costs resulting from the requirement that United States flag vessels be used) at the rate of exchange for United States dollars generally applicable to import transactions (excluding imports granted a preferential rate) in effect on the dates of dollar disbursement by United States banks, or by the Government of the United States of America, as provided in the purchase authorizations.

### ARTICLE IV

#### *GENERAL UNDERTAKINGS*

1. The Government of the Republic of Turkey agrees that it will take all possible measures to prevent the resale or transshipment to other countries, or the use for other than domestic purposes (except where such resale, transshipment or use is specifically approved by the Government of the United States of America), of the surplus agricultural commodities purchased pursuant to the provisions of this Agreement, and to assure that the purchase of such commodities does

not result in increased availability of these or like commodities for export from Turkey.

2. The two Governments agree that they will take reasonable precautions to assure that sales or purchases of agricultural commodities made pursuant to this Agreement will not unduly disrupt world prices of agricultural commodities; displace usual marketings of the United States of America in these commodities, or disrupt normal patterns of commercial trade with friendly countries.

3. In carrying out this Agreement, the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Government of the Republic of Turkey agrees to furnish, upon request of the Government of the United States of America, information on the progress of the program, particularly with respect to arrival and condition of commodities, and information relating to exports of the same or like commodities.

#### ARTICLE V

##### *CONSULTATION*

The two Governments will, upon the request of either of them, consult regarding any matter relating to the application of this Agreement or to the operation of arrangements carried out pursuant to this Agreement.

#### ARTICLE VI

##### *ENTRY INTO FORCE*

This Agreement shall enter into force upon signature.

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

DONE in duplicate at Ankara this 11th day of January, 1961.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

LEON L. COWLES

[SEAL]

FOR THE GOVERNMENT OF  
THE REPUBLIC OF TURKEY

MEHMET BAYDUR

[SEAL]

*The American Chargé d'Affaires ad interim to the Turkish Minister  
of Commerce*

AMERICAN EMBASSY,

ANKARA, TURKEY,

January 11, 1961.

No. 899

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed today between representatives of our two Governments, under which the Government of the United States of America undertakes to finance the delivery to the Government of the Republic of Turkey of \$14.0 million of wheat, and to confirm the following related understandings:

1. With respect to paragraph 1 of Article II of the Agreement, the Government of the Republic of Turkey will provide, upon request of the Government of the United States of America, facilities for the conversion into other non-dollar currencies of up to \$580,000 worth of Turkish lira. These facilities for conversion will be utilized in securing up to \$280,000 in funds to finance agricultural market development activities in other countries and up to \$300,000 in funds to finance educational exchange programs in other countries.

2. The Government of the United States of America may utilize Turkish lira in Turkey to pay for international travel originating in Turkey, or originating outside Turkey when involving travel to or through Turkey, including connecting travel, and for air travel within the United States or other areas outside Turkey when it is part of a trip in which the traveler journeys from, to or through Turkey. It is understood that these funds are intended to cover only travel by persons engaged in activities financed under Section 104 of the Agricultural Trade Development and Assistance Act, as amended. It is further understood that this travel is not limited to services provided by Turkish airlines.

3. The Government of the Republic of Turkey agrees that it will not export wheat or wheat products of either domestic or imported origin, except as may be specifically agreed by the Government of the United States of America, until the wheat provided under the cited Agreement has been imported and utilized, or until December 31, 1961, whichever is later.

I shall appreciate receiving Your Excellency's confirmation of the above understandings.

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

LEON L. COWLES

Leon L. Cowles  
Charge d'Affaires *a.i.*

His Excellency

MEHMET BAYDUR,

Minister of Commerce of the  
Republic of Turkey,  
Ankara, Turkey.

The Turkish Minister of Commerce to the American Chargé d'Affaires  
*ad interim*

TÜRKİYE CUMHURİYETİ  
TİCARET BAKANLIĞI<sup>1)</sup>

ANKARA, January 11, 1961.

DEAR MR. MINISTER :

I have the honor to acknowledge receipt of your letter No. 899 dated January 11, 1961, which reads as follows:

"Excellency :

I have the honor to refer to the Agricultural Commodities Agreement signed today between representatives of our two Governments, under which the Government of the United States of America undertakes to finance the delivery to the Government of the Republic of Turkey \$14.0 million of wheat, and to confirm the following related understandings :

1. With respect to paragraph 1 or Article II of the Agreement, the Government of the Republic of Turkey will provide, upon request of the Government of the United States of America, facilities for the conversion into other non-dollar currencies of up to \$580,000 worth of Turkish lira. These facilities for conversion will be utilized in securing up to \$280,000 in funds to finance agricultural market development activities in other countries and up to \$300,000 in funds to finance educational exchange programs in other countries.

2. The Government of the United States of America may utilize Turkish lira in Turkey to pay for international travel originating in Turkey, or originating outside Turkey when involving travel to or through Turkey, including connecting travel, and for air travel within the United States or other areas outside Turkey when it is part of a trip in which the traveler journeys from, to or through Turkey. It is understood that these funds are intended to cover only travel by

<sup>1)</sup> Republic of Turkey  
Ministry of Commerce

persons engaged in activities financed under Section 104 of the Agricultural Trade Development and Assistance Act, as amended. It is further understood that this travel is not limited to services provided by Turkish airlines.

3. The Government of the Republic of Turkey agrees that it will not export wheat or wheat products of either domestic or imported origin, except as may be specifically agreed by the Government of the United States of America, until the wheat provided under the cited Agreement has been imported and utilized, or until December 31, 1961, whichever is later.

I shall appreciate receiving Your Excellency's confirmation of the above understandings.

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

I have the honor to inform you that the Government of Turkey concurs with the foregoing understanding.

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

Mehmet Baydur  
Minister of Commerce  
**MEHMET BAYDUR**

The Honorable  
LEON L. COWLES,  
*Charge d'Affaires a.i.,*  
*of the United States of America,*  
*Ankara.*

# AFGHANISTAN

## Technical Cooperation: Program for Technical Assistance

*Agreement amending the agreement of June 30, 1953.*

*Effectuated by exchange of notes*

*Signed at Kabul December 22 and 28, 1960;*

*Entered into force December 28, 1960.*

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*The American Chargé d'Affaires ad interim to the Afghan Minister  
of Foreign Affairs*

No. 26

KABUL, December 22, 1960

YOUR ROYAL HIGHNESS:

I have the honor to refer to recent conversations between representatives of our two Governments concerning the Technical Cooperation Program Agreement signed at Kabul on June 30, 1953.<sup>[1]</sup>

I propose that Article IX of the agreement be amended by substituting the date December 31, 1961, for the date December 31, 1960, in the two places it appears in the second sentence thereof.

If the foregoing proposal is acceptable to Your Royal Highness' Government, I have the honor to further propose that this note and Your Royal Highness' note in reply shall constitute an agreement between our two Governments which could enter into force on the date of Your Royal Highness' reply.

Accept, Your Royal Highness, the renewed assurances of my highest consideration.

NORMAN B. HANNAH

His Royal Highness

LEMAR-E-'ALI SARDAR MOHAMMED NAIM,  
Second Deputy Prime Minister and  
Minister of Foreign Affairs,  
The Royal Government of Afghanistan,  
Kabul.

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<sup>1</sup> TIAS 2856; 4 UST 2012.

The Afghan Minister of Foreign Affairs to the American Charge  
d'Affaires ad interim



۱۳۲۹ ۷

نمبر ۴۸۱

وزیر امور خارجہ

آفغانستان!

وصول موالله مورخ ۱۲ دسمبر شما را در مورد موافقتاتم  
پروگرام همکاری تحقیکی که بتأثیر ۳۰ جون ۱۹۵۳ به کابل امضا  
شده است اطمینان داده مینگارد:

پیشنهاد شما درباره تغییر ماده ۹ موافقتاتم از —  
تاریخ ۲۱ دسمبر ۱۹۶۰ به ۲۱ دسمبر ۱۹۶۱ بوجب مذاکره  
که بین نمایندگان حکومتین صورت گرفته طرف قبول است ۰

بدینوسیله موافق حکومت متبع خود را در زمینه ابلاغ —  
داشتہ احترامات فایقراء تجدید میدارد ۰

محمد نعیم

آفغانستان ب ۰ آنا شارذ دافر  
سازمان امنیت ملی اسلامی افغانستان

*Translation*

No. 481

JADI 7, 1339 [<sup>1</sup>]

THE MINISTER OF FOREIGN AFFAIRS

**MR. CHARGÉ D'AFFAIRES:**

The Minister of Foreign Affairs acknowledges receipt of your letter dated December 12 [<sup>2</sup>] concerning the Technical Cooperation Program Agreement which was signed in Kabul on June 30, 1953.

In view of the negotiations which have taken place between the representatives of our two Governments, your proposal with respect to the amendment of Article IX of the Agreement from December 31, 1960 to December 31, 1961 is accepted.

The Minister of Foreign Affairs hereby informs you of his Government's acceptance of this extension and presents his compliments.

MOHAMMED NAIM

Mr. NORMAN B. HANNAH,  
*Chargé d'Affaires,*  
*American Embassy,*  
*Kabul.*

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<sup>1</sup> Dec. 28, 1960.

<sup>2</sup> Should read December 22.

**MULTILATERAL**  
**Indus Basin Development Fund**

*Agreement, with annexes, signed at Karachi September 19, 1960;  
Entered into force January 12, 1961;  
Operative retroactively from April 1, 1960.*

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**Indus Basin  
Development Fund Agreement**

**DATED SEPTEMBER 19, 1960**

# Indus Basin Development Fund Agreement<sup>[1]</sup>

**AGREEMENT**, dated this 19th day of September, 1960 between the Governments of the COMMONWEALTH OF AUSTRALIA (Australia), CANADA (Canada), the FEDERAL REPUBLIC OF GERMANY (Germany), NEW ZEALAND (New Zealand), PAKISTAN (Pakistan), the UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND (United Kingdom) and the UNITED STATES OF AMERICA (United States) and the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (hereinafter sometimes called the Bank).

WHEREAS the Government of India (India) and Pakistan have concluded (subject to exchange of ratifications) the Indus Waters Treaty 1960 (hereinafter called the Treaty, and of which a copy is annexed hereto as Annexure A)<sup>[2]</sup> providing, *inter alia*, for the sharing between India and Pakistan of the use of the waters of the Indus Basin;

AND WHEREAS the effective utilization by Pakistan of the waters assigned to it by the Treaty entails the construction of a system of works part of which will accomplish the replacement of water supplies for irrigation canals in Pakistan which hitherto have been dependent on water supplies from the waters assigned by the Treaty to India;

AND WHEREAS, by the terms of Article V of the Treaty, India has undertaken to make a payment of £62,060,000 towards the costs of the replacement part of such works, such sum to be paid to an Indus Basin Development Fund to be established and administered by the Bank;

<sup>1</sup> The text printed herein, including signatures and annexes C and D, is as certified by the Secretary of the International Bank for Reconstruction and Development.

<sup>2</sup> Certified copy of annex A is not printed. It is deposited with the agreement in the archives of the Department of State where it is available for reference.

AND WHEREAS, in concluding the Treaty, Pakistan has been influenced by the consideration that financial assistance of the nature and amounts specified hereinafter will be made available to Pakistan;

AND WHEREAS Australia, Canada, Germany, New Zealand, the United Kingdom, the United States and the Bank, in view of the importance which they attach to a settlement of the Indus Waters problem from the point of view both of the economic development of the area and of the promotion of peace and stability therein, have agreed, as hereinafter set forth, to make a contribution towards the costs of such system of works and also to make such contribution available through the above-mentioned Indus Basin Development Fund;

Now THEREFORE, the Parties hereto agree as follows:

## **ARTICLE I**

### **Establishment of Indus Basin Development Fund**

**SECTION 1.01.** There is hereby established the Indus Basin Development Fund (hereinafter called the Fund), constituted by the monies which the contracting parties shall from time to time transfer to the Fund in accordance with Articles II and III of this Agreement, together with the monies to be paid to the Fund by India under the provisions of Article V of the Treaty, and any other assets and receipts therein, to be held in trust and administered by the Bank and used only for the purposes, and in accordance with the provisions, of this Agreement.

**SECTION 1.02.** The Fund and its assets and accounts shall be kept separate and apart from all other assets and accounts of the Bank and shall be separately designated in such appropriate manner as the Bank shall determine.

**SECTION 1.03.** The Bank is hereby designated Administrator of the Fund. The term Administrator will herein-after be used to refer to the Bank acting in that capacity.

## ARTICLE II

### Contributions to Fund

**SECTION 2.01.** Each of the Governments specified below undertakes, as a party to this Agreement, subject to such parliamentary or congressional action as may be necessary, to make a contribution to the Fund in its own currency of the nature and in the amount specified opposite its name below:—

		<i>Grant</i>	<i>Loan</i>
Australia . . . . .	£A	6,965,000	—
Canada . . . . .	Can.\$	22,100,000	—
Germany . . . . .	DM.	126,000,000	—
New Zealand . . . . .	£NZ	1,000,000	—
United Kingdom . . . . .	£	20,860,000	—
United States . . . . .	U.S.\$	177,000,000	Proceeds of a U.S. dollar loan to Pakistan (re- payable in ru- pees) in an amount not exceeding U.S.\$70,000,000 (hereinafter re- ferred to as the United States loan).

**SECTION 2.02.** The following contribution (hereinafter referred to as the Bank loan) will also be made to the Fund:—

The proceeds of a loan to Pakistan from the Bank in an amount not exceeding U.S.\$80,000,000 equivalent, of which the terms and conditions are set out in the Loan Agreement annexed hereto as Annexure B. [1]

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<sup>1</sup> Certified copy of annex B is not printed. It is deposited with the agreement in the archives of the Department of State where it is available for reference.

**SECTION 2.03.** The United States, in addition to its contributions specified in Section 2.01 above, undertakes, subject to any necessary Congressional action, to make a contribution to the Fund of an amount in Pakistan rupees (hereinafter called rupees) equivalent to U.S.\$235 million. This contribution shall be in the form of grants or loans or both to Pakistan in amounts and under conditions to be agreed between the United States and Pakistan.

**SECTION 2.04.** Pakistan undertakes to make the following contributions to the Fund:—

- (a) a contribution in pounds sterling of £440,000, and
- (b) a contribution in rupees in an amount equivalent to £9,850,000.

### **ARTICLE III**

#### **Provisions regarding Payment of Contributions**

**SECTION 3.01.** Upon the entry into force of this Agreement the Administrator shall promptly notify each Party of the amount required to be contributed by it to the Fund to cover estimated disbursements of the Fund during the half-year period commencing 1st October 1960, and shall before the beginning of each succeeding half-year period commencing 1st April or 1st October thereafter (at a time to be agreed in each case between the Administrator and the Party concerned) notify each Party of the amount so required to be contributed by it for such period. Each Party undertakes to make the payment specified in such notice at the time and in the amounts specified therein. The payments of the contributions under Section 2.01 hereof shall be made in the currency of the Party concerned, freely useable or convertible for purchases anywhere, or in such other currency or currencies as may be agreed between the Party and the Administrator. Each payment to the Fund shall be made to or on the order of the Administrator as specified in the notice covering the same.

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**SECTION 3.02. It is understood and agreed that:—**

- (a) the payment to be made to the Fund by Pakistan in pounds sterling shall be £22,000 in each half-year,
- (b) the payment to be made to the Fund by New Zealand shall be £NZ. 50,000 in each half-year,
- (c) in each half-year the amount called up for payment to the Fund from the sources specified in Sections 2.01 and 2.02 hereof shall (after leaving out of account the payment by Pakistan under (a) above and the payment by New Zealand under (b) above) be divided between grants and loans in the ratio of 65 to 35: Provided that:
  - (i) the aggregate payments from grants, as so determined, shall be apportioned among the contributing Parties according to the percentages set out below:

	%
Australia .....	5.13
Canada .....	7.63
Germany .....	9.86
United Kingdom .....	19.20
United States .....	<u>58.18</u>
	<u>100.00</u>

and (ii) the aggregate payments from loans, as so determined, shall be apportioned between the Bank loan and the United States loan in the ratio of 80 to 70, or in such other ratio as the Bank and the United States may, from time to time, agree.

**SECTION 3.03. It is understood and agreed that the aggregate rupee requirements of the Fund during each half-year shall be met as follows:**

- (a) By a payment to the Fund by Pakistan in rupees in the equivalent of £492,500.

(b) The balance thereof:—

- (i) as to 60%, from contributions to the Fund under Section 2.03 hereof, and
- (ii) as to 40%, from rupees which the Administrator shall cause the Fund to purchase, against foreign exchange, from the State Bank of Pakistan.

**SECTION 3.04.** A preliminary estimate of the annual amounts to be contributed to the Fund by each Party to this Agreement is annexed hereto as Annexure C. The Administrator will keep such estimate as up to date as possible and will promptly notify the Parties of any material changes therein.

**SECTION 3.05.** The Parties hereto agree to accept the Administrator's decision as to estimated requirements and receipts of the Fund for the purposes of Sections 3.01, 3.02 and 3.03 hereof, and as to the best practical method of accomplishing the apportionment provided for in Sections 3.02 and 3.03 hereof, using approximate amounts and estimates; provided, however, that no Party shall be obligated to make any payment to the Fund except to the extent it shall have undertaken so to do either by the provisions of this Agreement or otherwise. By agreement among the Parties, changes may be made in the apportionment, including changes to take account of any contributions arising under Article XII.

## **ARTICLE IV**

### **Special Reserve**

**SECTION 4.01.** It is understood and agreed that the Administrator shall retain in the Fund, out of each payment to the Fund by India, such amount as the Administrator may estimate to be necessary to build up a special reserve in pounds sterling (hereinafter called the Special Reserve) to meet the maximum obligations of the Fund under Article V(5) of the Treaty.

**SECTION 4.02.** If, at the request of Pakistan, the Transition Period provided for in the Treaty is extended in accordance with the provisions of Part 8 of Annexure H thereto, the Administrator shall pay to India in pounds sterling out of the Special Reserve such amounts as shall be payable to India pursuant to the provisions of Article V(5) of the Treaty. After the amounts, if any, payable to India pursuant to this Section shall have been finally determined, the Administrator shall pay to Pakistan in pounds sterling the amount of the Special Reserve, less such amounts, if any, as shall have become so payable to India.

**SECTION 4.03.** Income from investments of the Special Reserve shall be used by the Administrator to purchase rupees from the State Bank of Pakistan, and such rupees shall be treated as payments to the Fund pursuant to Section 3.03(a).

## **ARTICLE V**

### **Disbursements from Fund**

**SECTION 5.01.** Amounts in the Fund may be disbursed to Pakistan by the Administrator, and shall be used by Pakistan, exclusively to finance the cost of equipment, supplies, other property and services (hereinafter called "goods") required to construct the system of works described in Annexure D to this Agreement, such system of works being herein collectively called the Project. The specific items to be financed from the Fund shall from time to time be determined by agreement between Pakistan and the Administrator, and the agreed list thereof may be changed from time to time by agreement between them.

**SECTION 5.02.** (a) Subject to the provisions of this Agreement, there shall be disbursed from the Fund: (i) such amounts as shall be required by Pakistan to reimburse it for the reasonable cost of goods to be financed from the Fund and (ii), if the Administrator shall so agree, such

amounts as shall be required to meet the reasonable cost of such items.

(b) Except as otherwise provided herein or as shall be otherwise agreed between Pakistan and the Administrator, no disbursement shall be made on account of: (i) expenditures prior to April 1, 1960, or (ii) expenditures in the territories of any country which is not a member of the Bank (except New Zealand and Switzerland) or for goods produced in, or services supplied from, such territories.

SECTION 5.03. Disbursements from the Fund shall be in such currencies as the Administrator shall elect: Provided that disbursements on account of expenditures in rupees or for goods produced in, or services supplied from, Pakistan shall be in rupees, except as the Administrator may otherwise agree.

## ARTICLE VI

### Applications for Disbursements

SECTION 6.01. When Pakistan shall desire to receive any disbursement from the Fund, Pakistan shall deliver to the Administrator a written application in such form, and containing such statements and agreements, as the Administrator shall reasonably request in accordance with the Bank's usual procedures, and as may be necessary or desirable to enable the Administrator to furnish the information and make the reports provided for in Section 8.01 of this Agreement.

SECTION 6.02. Pakistan shall furnish to the Administrator such documents and other evidence in support of each such application as the Administrator shall reasonably request in accordance with the Bank's usual procedures, whether before or after the Administrator shall have permitted any withdrawal requested in the application.

SECTION 6.03. Each application and the accompanying documents must be sufficient in form and substance

to satisfy the Administrator that Pakistan is entitled to receive from the Fund the amount applied for, that the amount to be disbursed by the Fund is to be used only for the purposes specified in this Agreement, that the goods on account of which disbursement is requested are suitable for the Project, and that the cost thereof is not unreasonable.

## **ARTICLE VII**

### **Undertakings of Pakistan**

SECTION 7.01. (a) Pakistan shall cause the Project to be carried out with due diligence and efficiency and in conformity with sound engineering and financial practices, and shall accord appropriate priority, satisfactory to the Administrator, to that part of the Project whose purpose is replacement.

(b) All goods required for the Project shall be procured on the basis of international competition under arrangements satisfactory to the Administrator, except as the Administrator shall otherwise agree on grounds of efficiency or economy.

SECTION 7.02. Pakistan shall cause all goods financed out of monies disbursed by the Fund to be used exclusively in the carrying out of the Project, except as the Administrator may otherwise agree in respect of goods no longer required for the Project.

SECTION 7.03. (a) Pakistan shall cause to be furnished to the Administrator, promptly upon their preparation, the plans and specifications, cost estimates and construction schedules for the Project, and any material modifications subsequently made therein, in such detail as the Administrator shall from time to time request.

(b) Pakistan shall maintain or cause to be maintained records adequate to identify the goods financed out of monies disbursed by the Fund, to disclose the use thereof

in the Project, to record the progress of the Project (including the cost thereof) and to reflect in accordance with consistently maintained sound accounting practices the operations and financial condition of the agency or agencies of Pakistan responsible for the construction of the Project or any part thereof; shall enable the Administrator's representatives to inspect the Project, the goods used or acquired for the Project, and any relevant records and documents; and shall furnish to the Administrator all such information as the Administrator shall reasonably request concerning the expenditure of the monies disbursed by the Fund, the Project, and the operations and financial condition of the agency or agencies of Pakistan responsible for the construction of the Project or any part thereof.

**SECTION 7.04.** (a) Pakistan and the Administrator shall cooperate fully to assure that the purposes of this Agreement will be accomplished. To that end, each of them shall furnish to the other all such information as it shall reasonably request with regard to the general status of the Project.

(b) Pakistan and the Administrator shall from time to time exchange views through their representatives with regard to matters relating to the purposes of this Agreement. Pakistan shall promptly inform the Administrator of any condition which interferes with, or threatens to interfere with, the accomplishment of the purposes of this Agreement, and the Administrator shall forward a report thereon to each of the other Parties to this Agreement.

**SECTION 7.05.** Without detracting from the obligations assumed under this Agreement by the Central Government of Pakistan, Pakistan may, from time to time, designate a government agency or agencies to carry out on behalf of the Central Government such duties incidental to the implementation of this Agreement as the Central Government may deem appropriate.

**ARTICLE VIII****The Administrator**

**SECTION 8.01.** The Administrator shall, within 30 days after 31st December 1960 and after each 30th June and 31st December thereafter, send to each Party a report containing appropriate information with respect to the receipts and disbursements of, and balances in, the Fund, the progress of the Project, and other matters relating to the Fund, the Project and this Agreement. The Administrator will consult with the respective Parties from time to time concerning the form and substance of such reports.

**SECTION 8.02.** The Administrator may invest monies held by the Fund pending disbursement in such short-term securities as it shall deem appropriate. This provision will apply primarily to the Special Reserve. The Administrator will, however, have power to invest on a short-term basis any monies from the contributors which are surplus to its immediate requirements on the understanding that the Administrator will take all reasonable steps under Article III of this Agreement to avoid building up balances in the Fund in excess of the amounts necessary to enable disbursements for the Project to be made as required. Subject to the provisions of Section 4.03, the income from such investments shall become part of the assets of the Fund.

**SECTION 8.03.** Whenever it shall be necessary for the purposes of this Agreement to value one currency in terms of another currency, such value shall be as reasonably determined by the Administrator in accordance with the Bank's usual procedures.

**SECTION 8.04.** The Administrator shall receive no compensation other than for expenses incurred solely because of services rendered under this Agreement, for which it shall be entitled to reimburse itself out of the Fund.

**SECTION 8.05.** The Bank, in acting as Administrator, shall exercise the same care in the administration and management of the Fund and in the discharge of its other functions under this Agreement, as it exercises in respect of the administration and management of its own affairs.

## **ARTICLE IX**

### **Consultation**

**SECTION 9.01.** The following are hereby specified as Events for the purposes of this Article IX:

- (a) an extraordinary situation shall have arisen, which shall make it improbable that Pakistan will be able to complete the Project;
- (b) at any time amounts likely to be available for the Project shall not be sufficient to complete the Project;
- (c) a default shall have occurred in the performance of any undertaking on the part of Pakistan under this Agreement.

**SECTION 9.02.** (a) If any of the Events specified in Section 9.01 shall have happened and in the judgment of the Administrator shall be likely to continue, the Administrator shall promptly notify the other Parties hereto and, in the case of an Event specified in Section 9.01(c), may by notice to Pakistan suspend disbursements from the Fund.

(b) The Parties hereto shall forthwith consult with one another concerning the measures to be taken to correct the Event or Events. A majority of the Parties shall have the power to decide that any suspension imposed by the Administrator pursuant to sub-section (a) of this Section shall be continued or removed. The Administrator shall act in accordance with any such decision.

(c) If any such Event shall continue, and a majority of the Parties hereto shall decide that it is not likely to be corrected and that the purposes of this Agreement are not

likely to be substantially fulfilled, and so inform the Administrator, the obligations of the Parties hereto to make contributions to the Fund shall cease and, subject to the provisions of Section 11.03 hereof, this Agreement shall terminate.

## **ARTICLE X**

### **Settlement of Disputes**

**SECTION 10.01.** Any dispute between any of the Parties hereto concerning the interpretation or application of this Agreement, or of any supplementary arrangement or agreement, which cannot be resolved by agreement of such Parties, shall be submitted for final decision to an arbitrator selected by such Parties, or, failing such selection, to an arbitrator appointed by the Secretary General of the United Nations.

## **ARTICLE XI**

### **Termination**

**SECTION 11.01.** Subject to the provisions of Section 11.03 hereof this Agreement, unless sooner terminated pursuant to Section 9.02(c) hereof, shall terminate upon the completion of the Project or upon the disbursement from the Fund of all amounts due to be disbursed from it for the Project, whichever is the earlier.

**SECTION 11.02.** (a) If at termination there shall remain in the Fund any amounts derived from the contributions of the Parties (including interest), the Parties shall consult together as to their disposal.

(b) Any amounts remaining in the Fund which shall not have been derived from the contributions of the Parties, other than the Special Reserve, shall be paid at termination by the Administrator to Pakistan.

**SECTION 11.03.** Notwithstanding any termination pursuant to the provisions of Sections 9.02(c) and 11.01 hereof,

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this Agreement shall remain in force for the purpose of receiving into the Fund any amounts due from India under the provisions of the Treaty, which amounts, except such part thereof as shall be retained for the Special Reserve, shall be paid to Pakistan by the Administrator as they are received. The provisions of Article IV shall continue to apply to the Special Reserve.

## **ARTICLE XII**

### **Additional Parties**

SECTION 12.01. Any other Government or institution may, with the prior approval of the Parties hereto and in accordance with such arrangements as they shall agree, become a Party to this Agreement, upon deposit with the Bank of an instrument stating that it accepts all the provisions hereof and that it agrees to be bound thereby.

SECTION 12.02. The Administrator may receive on behalf of the Fund from any Government or institution, whether or not a party hereto, amounts not provided for herein to be held and used as part of the Fund subject to the provisions hereof, in accordance with such arrangements, not inconsistent herewith, as the Parties hereto may approve.

## **ARTICLE XIII**

### **Entry Into Force**

SECTION 13.01. This Agreement shall enter into force on the date<sup>[1]</sup> on which the Treaty enters into force pursuant to the provisions thereof, and will then take effect retrospectively as from the first April, 1960.

## **ARTICLE XIV**

### **Title**

SECTION 14.01. This Agreement may be cited as "The Indus Basin Development Fund Agreement, 1960."

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<sup>1</sup> Jan. 12, 1961.

DONE AT Karachi, this 19th day of September, 1960,  
in a single original to be deposited in the archives of the  
International Bank for Reconstruction and Development,  
which shall communicate certified copies thereof to each of  
the Governments signatory to this Agreement.

FOR THE GOVERNMENT OF THE COMMONWEALTH  
OF AUSTRALIA:

(Sd) A. R. CUTLER

FOR THE GOVERNMENT OF CANADA:

(Sd) V. C. MOORE

FOR THE GOVERNMENT OF THE FEDERAL REPUBLIC  
OF GERMANY:

(Sd) HEINZ VON TRÜTZSCHLER

FOR THE GOVERNMENT OF NEW ZEALAND:

(Sd) G. R. POWLES

FOR THE GOVERNMENT OF PAKISTAN:

(Sd) M. SHOAIB

FOR THE GOVERNMENT OF THE UNITED KINGDOM OF  
GREAT BRITAIN AND NORTHERN IRELAND:

(Sd) RICHARD THOMPSON

FOR THE GOVERNMENT OF THE UNITED STATES OF  
AMERICA:

(Sd) WILLIAM M. ROONTREE

FOR THE INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT:

(Sd) W. A. B. ILIFF

INDUS BASIN DEVELOPMENT FUND AGREEMENT

ANNEXURE A—THE INDUS WATERS TREATY 1960<sup>[1]</sup>

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<sup>[1]</sup> See footnote, *ante*, p. 20.

**INDUS BASIN DEVELOPMENT FUND AGREEMENT****ANNEXURE B—LOAN AGREEMENT<sup>[1]</sup>**

between

**REPUBLIC OF PAKISTAN**

and

**INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT**

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<sup>1</sup> See footnote, *ante*, p. 22.

## **INDUS BASIN DEVELOPMENT FUND AGREEMENT**

### **ANNEXURE C—ESTIMATED DISBURSEMENTS**

## ANNEXURE C

### Estimated Disbursements

#### **A. FOREIGN EXCHANGE**

*(Amounts in U.S. \$m. equivalents)*

	<u>(Total)</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>	<u>Year 10</u>	<u>Year 11</u>	<u>Year 12</u>
1. Direct Costs	(424 )	21.54	47.46	44	59	68	45	38	26	28	31	13	3
2. Purchase of Rupees from State Bank (See line 5, table B)	(154.6)	5.7	12.1	17.7	21.3	22.5	20.9	13.7	12.1	12.5	8.5	4.8	2.8
3. 1 plus 2	(578.6)	27.24	59.56	61.7	80.3	90.5	65.9	51.7	38.1	40.5	39.5	17.8	5.8
4. Provision for Special Reserve <sup>a</sup>	( 27.6)	2.76	2.76	2.76	2.76	2.76	2.76	2.76	2.76	2.76	2.76	—	—
5. 3 plus 4 (Total Foreign Exchange Requirements)	(606.2)	30.00	62.32	64.46	83.06	93.26	68.66	54.46	40.86	43.26	42.26	17.8	5.8
6. Indian Contribution	(173.8)	17.38	17.38	17.38	17.38	17.38	17.38	17.38	17.38	17.38	17.38	—	—
7. 5 minus 6	(432.4)	12.62	44.94	47.08	65.68	75.88	51.28	37.08	23.48	25.88	24.88	17.8	5.8
8. Pakistan Contribution	( 1.2)	.12	.12	.12	.12	.12	.12	.12	.12	.12	.12	—	—
9. 7 minus 8	(431.2)	12.50	44.82	46.96	65.56	75.76	51.16	39.96	23.36	25.76	24.76	17.8	5.8
10. New Zealand Contribution	( 2.8)	.28	.28	.28	.28	.28	.28	.28	.28	.28	.28	—	—
11. Amounts to be apportioned between Grants and Loans	(428.4)	12.22	44.54	46.68	65.28	75.48	50.88	36.68	23.08	25.48	24.48	17.8	5.8
Grants—65% <sup>b</sup>	(278.4)	7.92	28.97	30.34	42.43	49.06	33.07	23.84	15.00	16.56	15.91	11.57	3.77
Loans—35%	(150.0)	4.30	15.57	16.34	22.85	26.42	17.81	12.84	8.08	8.92	8.57	6.23	2.03

**NOTES:** <sup>a</sup> Under Section 4.01.<sup>b</sup> The incidence on the contributing governments will be as set out in Section 3.02(b)(i).

**All section references in this Annexure are to Sections of the Indus Basin Development Fund Agreement.**

**B. LOCAL CURRENCY**

(Amounts in U.S. \$m. equivalents)

	(Total)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12
1. Direct Costs	(414 )	17	33	47	56	59	55	37	33	34	24	12	7
2. From Pakistan Budget <sup>a</sup>	( 27.6)	2.76	2.76	2.76	2.76	2.76	2.76	2.76	2.76	2.76	2.76	—	—
3. 1 minus 2	(386.4)	14.24	30.24	44.24	53.24	56.24	52.24	34.24	30.24	31.24	21.24	12	
4. From U.S. Govt. <sup>b</sup> 60% of Line 3	(231.8)	8.54	18.14	26.54	31.94	33.74	31.34	20.54	18.14	18.74	12.74	7.2	4.2
5. From Purchase of Rupees from State Bank <sup>c</sup> 40% of Line 3	(154.6)	5.7	12.1	17.7	21.3	22.5	20.9	13.7	12.1	12.5	8.5	4.8	2.8

**NOTES:** <sup>a</sup> Under Section 3.03(a).<sup>b</sup> Under Section 3.03(b) (i).<sup>c</sup> Under Section 3.03(b) (ii).

**INDUS BASIN DEVELOPMENT FUND AGREEMENT****ANNEXURE D—PROJECT DESCRIPTION**

**ANNEXURE D****Project Description**

1. The Project consists of a system of works to be constructed by Pakistan which will:

- (a) transfer water from the three Western Rivers of the Indus system (Indus, Jhelum and Chenab), to meet existing irrigation uses in Pakistan which have hitherto depended upon the waters of the three Eastern Rivers (Ravi, Beas and Sutlej), thereby releasing the whole flow of the three Eastern Rivers for irrigation developments in India;
- (b) provide substantial additional irrigation development in West Pakistan;
- (c) develop 300,000 KW of hydro-electric potential for West Pakistan;
- (d) make an important contribution to soil reclamation and drainage in West Pakistan by lowering ground water levels in water-logged and saline areas; and
- (e) afford a measure of flood protection in West Pakistan.

2. The system of works includes:

	<i>Location</i>	<i>Capacity</i>
A. Dams and Related Works	(1) Jhelum River	Live storage of 4.75 million acre feet
	(a) Hydro-electric generating facilities	300,000 KW
	(2) Indus River	Live storage of 4.2 million acre feet

<b>B. Link Canals</b>	<b>Rasul-Qadirabad</b>	<b>19,000 cusecs</b>
(Construction and remodeling)	Qadirabad-Balloki	18,600 cusecs
	Balloki-Suleimanke	18,500 cusecs
	Marala-Ravi	22,000 cusecs
	Bambanwala-Ravi-	
	Bedjan-Dipalpur	5,000 cusecs
	Trimmu-Islam	11,000 cusecs
	Kalabagh-Jhelum	22,000 cusecs
	Taunsa-Panjnad	12,000 cusecs
<b>C. Barrages</b>	<b>Qadirabad</b>	
	<b>Ravi River</b>	
	<b>Sutlej River</b>	

**D. Tubewells and Drainage Works**

- (1) About 2,500 tubewells to contribute to a lowering of the water-table, some of which will yield additional water supplies for irrigation use; and
- (2) A system of open drains to lower the water-table in about 2.5 million acres of land now under cultivation but seriously threatened by water-logging and salinity.

**E. Other Works**

Ancillary irrigation works directly related to the foregoing, including remodeling of existing works.

# MULTILATERAL

**Patents: Safeguarding of Secrecy of Inventions Relating  
to Defense**

*Agreement signed at Paris September 21, 1960;  
Instrument of approval by the United States of America deposited  
December 8, 1960;  
Entered into force January 12, 1961.*

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A C C O R D  
POUR  
LA SAUVEGARDE MUTUELLE  
DU SECRET DES INVENTIONS  
INTERESSANT LA DEFENSE  
ET AYANT FAIT L'OBJET  
DE DEMANDES DE BREVET

A G R E E M E N T  
FOR THE  
MUTUAL SAFEGUARDING OF  
SECURITY OF INVENTIONS  
RELATING TO DEFENCE AND  
FOR WHICH APPLICATIONS FOR  
PATENTS HAVE BEEN MADE

## ACCORD POUR LA SAUVEGARDE MUTUELLE DU SECRET DES INVENTIONS INTERESSANT LA DEFENSE ET AYANT FAIT L'OBJET DE DEMANDES DE BREVET

Les Gouvernements de la Belgique, du Canada, du Danemark, de la France, de la République Fédérale d'Allemagne, de la Grèce, de l'Italie, du Luxembourg, des Pays-Bas, de la Norvège, du Portugal, de la Turquie, du Royaume-Uni et des Etats-Unis d'Amérique,

Parties au Traité de l'Atlantique Nord, conclu à Washington le 4 avril 1949;

Désireux d'encourager la collaboration économique entre chacun d'entre eux ou entre tous, ainsi qu'ils sont convenus par l'article 2 du Traité;

Conscients de l'engagement réciproque qu'ils ont souscrit aux termes de l'article 3 du Traité, de maintenir et d'accroître leur capacité individuelle de résistance à une attaque armée par le développement de leurs propres moyens et en se prêtant mutuellement assistance;

Considérant que la mise au secret d'une invention intéressant la défense dans l'un de leurs pays et faisant l'objet d'une demande de brevet ou d'un brevet, entraîne généralement l'interdiction de déposer une demande de brevet pour la même invention dans les autres pays, y compris ceux de l'Organisation du Traité de l'Atlantique Nord;

Considérant que la limitation territoriale du champ de protection des inventions qui résulte de cette interdiction peut nuire aux demandeurs de brevets et, par suite, à la collaboration économique entre les pays de l'Organisation du Traité de l'Atlantique Nord;

Considérant que l'assistance mutuelle rend souhaitable la communication réciproque des inventions intéressant la défense et que cette communication dans certains cas peut être entravée par une telle interdiction;

Considérant que, si le Gouvernement dont émane l'interdiction est disposé à autoriser le dépôt d'une demande de brevet dans un ou plusieurs autres pays de l'Organisation du Traité de l'Atlantique Nord, pour autant que les Gouvernements de ces pays mettent également l'invention au secret, ces Gouvernements ne sauraient refuser la mise au secret;

Considérant que la protection et la garantie réciproques des renseignements classés secrets échangés entre eux ont été prévues entre les Gouvernements des Etats Parties au Traité de l'Atlantique Nord;

Sont convenus de ce qui suit:

AGREEMENT FOR THE MUTUAL SAFEGUARDING OF  
SECRETЫ OF INVENTIONS RELATING TO DEFENCE AND  
FOR WHICH APPLICATIONS FOR PATENTS HAVE BEEN  
MADE

The Governments of Belgium, Canada, Denmark, France, The Federal Republic of Germany, Greece, Italy, Luxembourg, The Netherlands, Norway, Portugal, Turkey, The United Kingdom and The United States of America,

Parties to the North Atlantic Treaty signed in Washington on 4th April, 1949; [<sup>1</sup>]

desirous of encouraging economic collaboration between any or all of their Governments, as agreed in Article 2 of the Treaty;

mindful of the undertaking they have entered into under the terms of Article 3, to maintain and develop, by means of continuous and effective self-help, their individual and collective capacity to resist armed attack;

considering that the imposition of secrecy on an invention relating to defence in one of the North Atlantic Treaty Organization countries has generally as its corollary, when a patent has been applied for, or granted, the prohibition to apply for a patent for the same invention in other countries, including North Atlantic Treaty Organization countries;

considering that the territorial limitation resulting from this prohibition may cause prejudice to the applicants for patents and consequently adversely affect economic collaboration between North Atlantic Treaty Organization countries;

considering that mutual assistance makes desirable reciprocal communication of inventions relating to defence and that in some cases such communication may be obstructed by this prohibition;

considering that if the Government originating the prohibition is prepared to authorise the filing of an application for a patent in one or more of the other North Atlantic Treaty Organization countries, provided that the Governments of these countries also impose secrecy on the invention, the latter should not be free to refuse to impose secrecy;

considering that provision has been made between the Governments of the Parties to the North Atlantic Treaty for the mutual protection and safeguarding of the classified information they may interchange;

Have agreed as follows:

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<sup>1</sup> TIAS 1964; 63 Stat., pt. 2, p. 2241.

### ARTICLE PREMIER

Les Gouvernements Parties au présent Accord assurent et font assurer la sauvegarde du secret des inventions ayant fait l'objet de demandes de brevet reçues selon les procédures convenues toutes les fois que le secret a été imposé sur ces inventions dans l'intérêt de la défense nationale par le Gouvernement, dénommé ci-après "Gouvernement d'origine", qui a été le premier à recevoir une demande de brevet couvrant lesdites inventions.

Toutefois, la présente disposition ne porte pas atteinte au droit du Gouvernement d'origine d'interdire le dépôt d'une demande de brevet couvrant cette invention auprès d'un ou plusieurs autres Gouvernements Parties au présent Accord.

Les Gouvernements Parties au présent Accord conviennent de mettre au point les procédures nécessaires à la mise en œuvre du présent article.

### ARTICLE II

Les dispositions de l'article 1er sont applicables sur requête, soit du Gouvernement d'origine, soit du demandeur du brevet, pour autant que ce dernier apporte la preuve de la mise au secret par le Gouvernement d'origine et de l'autorisation qu'il a reçue de ce même Gouvernement de déposer sous le sceau du secret sa demande de brevet dans le pays considéré.

### ARTICLE III

Le Gouvernement appelé à sauvegarder le secret d'une invention conformément aux dispositions de l'article 1er a le droit d'exiger du déposant de la demande de brevet une renonciation à toute action en indemnité à son encontre, fondée sur le seul fait de la mise au secret de l'invention, à titre de condition préalable à l'application de ladite sauvegarde.

### ARTICLE IV

Les mesures de secret imposées au titre de l'article 1er ne sont levées qu'à la demande du Gouvernement d'origine. Ce Gouvernement fait part de son intention de lever ses propres mesures six semaines à l'avance aux autres Gouvernements intéressés.

Le Gouvernement d'origine tiendra compte, dans la mesure du possible et eu égard à la sécurité de l'Organisation du Traité de l'Atlantique Nord des représentations faites par les autres Gouvernements pendant ladite période de six semaines.

### ARTICLE V

Le présent Accord ne saurait être interprété comme interdisant aux Gouvernements contractants de conclure des accords bilatéraux dans le même sens. Il n'affecte pas les accords bilatéraux existants.

**ARTICLE I**

The Governments Parties to this Agreement shall safeguard and cause to be safeguarded the secrecy of inventions for which applications for patents have been received under agreed procedures whenever the secrecy has been imposed on such inventions in the interests of national defence by the Government, hereinafter referred to as the "originating Government", which was the first to receive an application for a patent covering these inventions.

Provided that this provision shall not prejudice the right of the originating Government to prohibit the filing of an application for a patent for the invention with one or more of the other Governments Parties to this Agreement.

The Governments Parties to this Agreement agree to develop such operational procedures as may be required to effectuate this Article.

**ARTICLE II**

The provisions of Article I shall be applied at the request either of the originating Government, or of the applicant for the patent, provided that the latter produces evidence that secrecy has been imposed by the originating Government and that he has received authorisation from that Government to file his application for a secret patent in the country in question.

**ARTICLE III**

The Government called upon to safeguard the secrecy of an invention under the terms of Article I shall be entitled to demand from the applicant for the patent a waiver of any claim to compensation for loss or damage due solely to the imposition of secrecy on the invention as a condition prerequisite to the application of such safeguard.

**ARTICLE IV**

The secrecy measures imposed under Article I shall be removed only on the request of the originating Government. This Government shall give the other Governments concerned six weeks' notice of its intention to remove its own measures.

The originating Government shall take into account as far as possible, having due regard to the security of the North Atlantic Treaty Organization, the representations made by other Governments within the said six weeks' period.

**ARTICLE V**

This Agreement shall not prevent the signatory Governments from entering into bilateral agreements for the same purpose. Existing bilateral agreements shall remain unaffected.

**ARTICLE VI**

Les instruments de ratification ou d'approbation du présent Accord seront déposés aussitôt que possible auprès du Gouvernement des Etats-Unis d'Amérique qui notifiera la date de ces dépôts à chaque Gouvernement signataire.

Le présent Accord entrera en vigueur 30 jours après le dépôt par deux Etats signataires de leurs instruments de ratification ou d'approbation. Il entrera en vigueur pour chacun des autres Etats signataires 30 jours après le dépôt de son instrument de ratification ou d'approbation.

**ARTICLE VII**

Le présent Accord pourra être dénoncé par chaque Partie contractante au moyen d'une notification écrite de dénonciation adressée au Gouvernement des Etats-Unis d'Amérique qui informera toutes les autres Parties contractantes de cette notification. La dénonciation prendra effet un an après réception de sa notification par le Gouvernement des Etats-Unis d'Amérique. Toutefois, elle n'affectera pas les obligations contractées et les droits ou facultés acquis antérieurement par les Parties contractantes en vertu des dispositions du présent Accord.

En foi de quoi, les Représentants soussignés, dûment autorisés à cet effet, ont signé le présent Accord.

**ARTICLE VI**

The instruments of ratification or approval of this Agreement shall be deposited as soon as possible with the Government of the United States of America which will inform each signatory Government of the date of deposit of each instrument.

This Agreement shall enter into force [1] 30 days after deposit by two signatory Parties of their instruments of ratification or approval. It shall enter into force for each of the other signatory Parties 30 days after the deposit of its instrument of ratification or approval.

**ARTICLE VII**

This Agreement may be denounced by any contracting Party by written notice of denunciation given to the Government of the United States of America which will inform all the other signatory Parties of such notice. Denunciation shall take effect one year after receipt of notification by the Government of the United States of America but shall not affect obligations already contracted and the rights or prerogatives previously acquired by the signatory Parties under the provisions of this Agreement.

In witness whereof the undersigned Representatives duly authorised thereto, have signed this Agreement.

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<sup>1</sup> Jan. 12, 1961.

Fait à PARIS, le 21 Septembre 1960  
en français et en anglais, les deux  
textes faisant également foi, en  
un exemplaire unique qui restera  
déposé dans les archives du  
Gouvernement des Etats - Unis  
d'Amérique et dont copie certifiée  
conforme sera transmise par ce  
Gouvernement à chacun des autres  
Gouvernements signataires.

Done in PARIS this 21st day of  
September 1960 in the English and  
French languages, both texts be-  
ing equally authentic, in a single  
copy which shall be deposited in  
the archives of the Government of  
the United States of America  
which will transmit a duly certi-  
fied copy to the Governments of  
the other signatory Parties.

Pour le Royaume de Belgique:  
For the Kingdom of Belgium:

ANDRÉ DE STAERCKE

Pour le Canada:  
For Canada:

JULES LÉGER

Pour le Royaume de Danemark:  
For the Kingdom of Denmark:

M.A. WASSARD

Pour la France:  
For France:

PIERRE DE LEUSSE

Pour la République Fédérale d'Al-  
lemagne:  
For the Federal Republic of Ger-  
many:

WALTHER

Pour le Royaume de Grèce:  
For the Kingdom of Greece:

M.C. MÉLAS

Pour l'Italie:  
For Italy:

A. ALESSANDRINI

Pour le Grande-Duché de Luxem-  
bourg:  
For the Grand Duchy of Luxem-  
bourg:

PAUL REUTER

Pour le Royaume des Pays-Bas:  
For the Kingdom of the Nether-  
lands:

J A DE RANITZ  
(pour le Royaume tout entier)

Pour le Royaume de Norvège:  
For the Kingdom of Norway:

JENS BOYESEN

[Instrument of ratification deposited December 13, 1960.]

Pour le Portugal:  
For Portugal:

A DE FARIA

Pour la Turquie:  
For Turkey:

M NURI BIRGI

Pour le Royaume-Uni de Grande-  
Bretagne et d'Irlande du  
Nord:

FRANK K ROBERTS

For the United Kingdom of  
Great Britain and Northern  
Ireland:

Pour les Etats-Unis d'Amérique:  
For the United States of America:

JOSEPH J WOLF

[Instrument of approval deposited December 8, 1960.]

I CERTIFY THAT the foregoing is a true copy of the Agreement for the Mutual Safeguarding of Secrecy of Inventions Relating to Defence and for which Applications for Patents have been made, signed in the English and French languages at Paris on September 21, 1960, the signed original of which is deposited in the archives of the Government of the United States of America.

IN TESTIMONY WHEREOF, I, CHRISTIAN A. HERTER, Secretary of State of the United States of America, have hereunto caused the seal of the Department of State to be affixed and my name subscribed by the Authentication Officer of the said Department, at the city of Washington, in the District of Columbia, this thirty-first day of October, 1960.

[SEAL]

CHRISTIAN A. HERTER  
*Secretary of State*

By BARBARA HARTMAN  
*Authentication Officer*  
*Department of State*

## **AFGHANISTAN**

**Relief Supplies and Equipment: Duty-Free Entry and Exemption From Internal Taxation**

*Agreement amending the agreement of April 29 and May 29, 1954.*

*Effectuated by exchange of notes*

*Signed at Kabul December 27, 1960 and January 12, 1961;*

*Entered into force January 12, 1961.*

*The American Chargé d'Affaires ad interim to the Afghan Minister  
of Foreign Affairs*

No. 27

KABUL, December 27, 1960.

YOUR ROYAL HIGHNESS:

I have the honor to refer to the agreement between our two Governments relating to duty-free entry and defrayment of inland transportation charges on relief supplies and packages to Afghanistan, effected by an exchange of notes signed at Kabul April 29 and May 29, 1954,<sup>[1]</sup> and to propose an amendment to that agreement which, if approved by the Royal Afghan Government, would permit the United States Government to pay the transportation costs to a designated point or points in Afghanistan of goods (as specified in paragraph 2 of the aforementioned agreement) which might at some time or from time to time be sent to Afghanistan by voluntary, nonprofit relief and rehabilitation agencies in the United States pursuant to agreements between such agencies and the Royal Afghan Government.

To this end I propose that paragraph 4 of the aforementioned agreement be amended to read as follows: "4. The cost of transporting such supplies and equipment (including handling, storage, and similar charges, as well as transportation) from designated points in Afghanistan to the ultimate beneficiary will be borne by the Royal Afghan Government.

I have the honor to propose that, if this amendment is acceptable to Your Royal Highness' Government, this note and Your Royal Highness' note in reply concurring therein shall constitute an agreement between our two governments amending the agreement of April 29 and May 29, 1954, which shall enter into force on the date of Your Royal Highness' note.

Accept, Your Royal Highness, the renewed assurances of my highest consideration.

NORMAN B. HANNAH  
*Charge d'Affaires ad interim*

His Royal Highness

LEMAR-E'ALI SARDAR MOHAMMED NAIM,  
*Second Deputy Prime Minister and  
Minister of Foreign Affairs,  
The Royal Government of Afghanistan,  
Kabul.*

<sup>1</sup> TIAS 3030; 5 UST, pt. 2, p. 1533.

*The Afghan Minister of Foreign Affairs to the American Chargé  
d'Affaires ad interim*

نمبر ۶۱۳  
موئخ ۲۴ جدی ۱۳۳۹



وزیر امور خارجہ

آقای شارز رانو!

وصول مواسله موئخ ۲۷ دسمبر سما را راجع به تعدلیل بر اکراف چهارم  
موافقتنامه که در مورد معاملت گرگی تابه معارف حمل و نقل زمینی اموالیکه  
وقتاً "وقتاً" توسط موسسات تعاونی و غیر انتفاعی ایالات متحده امریکا جهت  
امداد به موسسات افغانی فرستاده میشود و توسط یادداشت های موئخ ۲۹ اپریل  
و ۲۹ من ۱۹۰۴ بین حکومت شاهی افغانستان و ایالات متحده امریکا به آن  
قبلاً موافقه گردیده است اطمینان داده و خسناً موافق حکومت متبع خود را  
به تعدلیل بر اکراف چهار موافقتنامه منذکه حسب توضیح متن مواسله نبهرلوی  
شما اظهار مید ام.

بلغتم از موقع احترامات فابکه را تجدید میدارم.

محمد نصیب  
وزیر امور خارجہ

آقای نورمان ب. اتا  
شارز رانو سفارتکاری ایالات متحده امریکا در کابل

*Translation*

No. 613

JADI 22, 1339 [<sup>1</sup>]

MINISTER OF FOREIGN AFFAIRS

MR. CHARGÉ D'AFFAIRES:

I acknowledge the receipt of your letter dated December 27 with regard to amending paragraph 4 of the agreement between the Royal Government of Afghanistan and the United States of America, effected by an exchange of notes dated April 29 and May 29, 1954, concerning the duty-free entry and defrayment of inland transportation charges of goods which are sent, from time to time, by United States cooperative nonprofit agencies as aid to Afghan institutions. I hereby inform you of the agreement of my Government to the amendment of paragraph 4 of the said agreement in accordance with the text of your letter referred to above.

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

MOHAMMED NAIM

Mohammed Naim

Mr. NORMAN B. HANNAH

*Chargé d'Affaires of the**Embassy of the United States of America  
at Kabul*

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<sup>1</sup> Jan. 12, 1961.

# UNITED ARAB REPUBLIC

## Surplus Agricultural Commodities [<sup>1</sup>]

*Agreement amending the agreement of August 1, 1960.*

*Effectuated by exchange of notes*

*Signed at Cairo January 16, 1961;*

*Entered into force January 16, 1961.*

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*The American Ambassador to the Minister of Economy of the United Arab Republic*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Cairo, January 16, 1961.*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement of August 1, 1960 between the Government of the United States of America and the Government of the United Arab Republic.[<sup>2</sup>]

The Government of the United States of America, in response to the request of the Government of the United Arab Republic, proposes to amend Article I of the Agreement by adding the commodities "Cottonseed and/or soybean oil" in the amount of "\$3.9 million" and "Frozen poultry" in the amount of ".5 million"; by deleting the amount "\$6.4 million" for ocean transportation and substituting therefor "\$6.6 million"; by deleting the total amount "\$58.2 million" and substituting therefor "\$62.8 million"; by deleting the first sentence of paragraph 2 and substituting therefor the following sentence: "Applications for purchase authorizations for wheat and wheat flour will be made within 90 days after the effective date of this Agreement and such applications for any additional commodities or amounts of commodities provided for in any amendment to this Agreement will be made within 90 days after the effective date of such amendment"; and by adding to paragraph 3 the following sentence: "It is further understood that the sale of vegetable oil under this Agreement is made on the condition that the Government of the United

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<sup>1</sup> Also TIAS 4684, 4762, 4790, 4844; *post*, pp. 127, 628, 883, 1240.

<sup>2</sup> TIAS 4542; 11 UST 1981.

Arab Republic will not permit any exports of vegetable oils from the Southern Region during the period that Title I cottonseed and/or soybean oil is being imported and utilized."

It is also proposed that Article II of the Agreement be amended as follows:

1. In paragraph 1 (A) change "\$11.7 million" to "\$12.6 million".
2. In paragraph 1 (B) change "\$8.7 million" to "\$9.4 million".
3. In paragraph 1 (C) change "\$37.8 million" to "\$40.8 million".
4. In paragraph 2 change "\$58.2 million" wherever it occurs to "\$62.8 million".

Further, it is proposed to amend the related notes exchanged August 1, 1960 as follows: In paragraph (1) change "\$1,500,000" to "\$1,750,-000," and "\$500,000" to "\$750,000."

Except as provided herein, the provisions of the Agreement of August 1, 1960 shall remain unchanged.

If the foregoing is acceptable to Your Excellency's Government, it is proposed that this note together with Your Excellency's affirmative reply shall constitute an Agreement between our two Governments on this matter to enter into force on the date of Your Excellency's note in reply.

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

G. FREDERICK REINHARDT

His Excellency

ABDEL MONEIM EL-KAISOUNI,  
*Minister of Economy  
of the United Arab Republic,  
Cairo.*

*The Minister of Economy of the United Arab Republic to the  
American Ambassador*

UNITED ARAB REPUBLIC  
CENTRAL MINISTRY OF ECONOMY

OFFICE OF THE MINISTER

CAIRO, January 16, 1961.

EXCELLENCY:

I have the honor to acknowledge the receipt of your Excellency's note of January 16, 1961, which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement of August 1, 1960 between the Government of the United States of America and the Government of the United Arab Republic.

"The Government of the United States of America, in response to the request of the Government of the United Arab Republic, proposes to amend Article I of the Agreement by adding the commodities "Cottonseed and/or soybean oil" in the amount of "\$3.9 million" and "Frozen poultry" in the amount of "\$.5 million"; by deleting the amount "\$6.4 million" for ocean transportation and substituting therefor "\$6.6 million"; by deleting the total amount "\$58.2 million" and substituting therefor "\$62.8 million"; by deleting the first sentence of paragraph 2 and substituting therefor the following sentence: "Applications for purchase authorizations for wheat and wheat flour will be made within 90 days after the effective date of this Agreement and such applications for any additional commodities or amounts of commodities provided for in any amendment to this Agreement will be made within 90 days after the effective date of such amendment"; and by adding to paragraph 3 the following sentence: "It is further understood that the sale of vegetable oil under this Agreement is made on the condition that the Government of the United Arab Republic will not permit any exports of vegetable oils from the Southern Region during the period that Title I cottonseed and/or soybean oil is being imported and utilized."

"It is also proposed that Article II of the Agreement be amended as follows:

1. In paragraph 1 (A) change "\$11.7 million" to "\$12.6 million."
2. In paragraph 1 (B) change "\$8.7 million" to "\$9.4 million."
3. In paragraph 1 (C) change "\$37.8 million" to "\$40.8 million."
4. In paragraph 2 change "\$58.2 million" wherever it occurs to "\$62.8 million."

"Further, it is proposed to amend the related notes exchanged August 1, 1960 as follows: In paragraph (1) change "\$1,500,000" to "\$1,750,000," and "\$500,000" to "\$750,000."

"Except as provided herein, the provisions of the Agreement of August 1, 1960 shall remain unchanged.

"If the foregoing is acceptable to Your Excellency's Government, it is proposed that this note together with Your Excellency's affirmative reply shall constitute an Agreement between our two Governments on this matter to enter into force on the date of Your Excellency's note in reply."

I have the honor to inform Your Excellency that the terms of the foregoing note are acceptable to the Government of the United Arab Republic and that the Government of the United Arab Republic

considers Your Excellency's note and the present reply as constituting an agreement between our two Governments on this subject, the agreement to enter into force on today's date.

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

**KAISOUNI**

His Excellency

G. FREDERICK REINHARDT,  
*Ambassador of the*  
*United States of America,*  
*Cairo.*

# MEXICO

## Air Transport Services

*Agreement, with schedule, signed at México August 15, 1960;  
Entered into force provisionally August 15, 1960;  
Entered into force definitively January 17, 1961.*

AIR TRANSPORT AGREE- CONVENIO SOBRE TRANS-  
MENT BETWEEN THE GOV- PORTES AEREOS ENTRE EL  
ERNMENT OF THE UNITED GOBIERNO DE LOS ESTADOS  
STATES OF AMERICA AND UNIDOS DE AMERICA Y EL  
THE GOVERNMENT OF THE GOBIERNO DE LOS ESTADOS  
UNITED MEXICAN STATES. UNIDOS MEXICANOS.

The Government of the United El Gobierno de los Estados  
States of America and the Gov- Unidos de America y el Gobierno  
ernment of the United Mexican de los Estados Unidos Mexicanos,  
States,

Considering the contiguity of Considerando la contigüidad de  
their respective territories and the sus respectivos territorios y las  
friendly relations between them; amistosas relaciones entre ellos;

Desiring to strengthen even Deseando estrechar más aún los  
more the cultural and economic vínculos culturales y económicos  
bonds which link their peoples and que unen a sus pueblos y el  
the understanding and goodwill entendimiento y buena voluntad  
which exists among them; que existen entre ellos;

Recognizing the increasing im- Reconociendo la creciente im-  
portance of international air travel portancia de los viajes aéreos  
between the two countries and internacionales entre los dos países  
within the Hemisphere and desir- y en el hemisferio y deseando  
ing to ensure its continued devel- asegurar su desarrollo continuo  
opment in the common welfare on para alcanzar el bienestar común  
bases of equality and reciprocity; con bases de igualdad y recipro-  
and cidad; y

Desiring to conclude an Agree- Deseando concluir un Convenio  
ment which will facilitate the que facilite la consecución de los  
attainment of the aforementioned objetivos mencionados:  
objectives;

Have accordingly appointed Han designado por tanto repre-  
duly authorized representatives sentantes debidamente autoriza-

for this purpose, who have agreed as follows:

dos para este fin, quienes han convenido en lo siguiente:

#### ARTICLE 1

For the purposes of the present Agreement:

Para los propósitos del presente Convenio:

A.— The word “Agreement” shall mean the Agreement and the Route Schedule annexed thereto.

A.— La Palabra “Convenio” significará el Convenio y el Cuadro de Rutas adjunto al mismo.

B.— The term “aeronautical authorities” shall mean, in the case of the United States of America, the Civil Aeronautics Board or any person or agency authorized to perform the functions exercised at the present time by the Civil Aeronautics Board; and, in the case of the United Mexican States, the Ministry of Communications and Transport or any person or entity authorized to perform the functions exercised at present by the Ministry of Communications and Transport.

B.— El término “autoridades aeronáuticas” significará, en el caso de los Estados Unidos de América, la Junta de Aeronáutica Civil o la persona o agencia que fuere autorizada para desempeñar las funciones que ejerce en la actualidad la Junta de Aeronáutica Civil; y, en el caso de los Estados Unidos Mexicanos, la Secretaría de Comunicaciones y Transportes o la persona o entidad que fuere autorizada para desempeñar las funciones que en la actualidad ejerce la Secretaría de Comunicaciones y Transportes.

C.— The term “airline” shall mean any air transport enterprise offering or operating an international air service.

C.— El término “línea aérea” significará toda empresa de transporte aéreo que ofrezca o explote un servicio aéreo internacional.

D.— The term “designated airline” shall mean an airline which the aeronautical authorities of one contracting party have notified the aeronautical authorities of the other contracting party to be the airline which will operate a route or routes specified in the Route Schedule annexed to the Agreement. Such notification must have been communicated in writing, through diplomatic channels.

D.— El término “línea aérea designada” significará una línea aérea que las autoridades aeronáuticas de una de las partes contratantes hubiere notificado a las autoridades aeronáuticas de la otra parte contratante que es la línea aérea que explotará una ruta o rutas de las especificadas en el Cuadro de Rutas adjunto al Convenio. Tal notificación deberá comunicarse por escrito a través de los conductos diplomáticos.

E.— The term “territory”, in relation to a State, shall mean the land areas and territorial waters adjacent thereto under the sovereignty, protection, ju-

E.— El término “territorio”, con relación a un Estado, significará la extensión terrestre y las aguas territoriales adyacentes a ella, bajo la soberanía, dominio, pro-

risdiction or trusteeship of that State.

F.- The term "air service" shall mean any scheduled air service performed by aircraft for the public transport of passengers, cargo or mail.

G.- The term "international air service" shall mean an air service which passes through the air space over the territory of more than one State.

H.- The term "stop for non-traffic purposes" (technical stop) shall mean a landing for any purpose other than taking on or discharging passengers, cargo or mail.

tección, jurisdicción o fideicomiso de dicho Estado.

F.- El término "servicio aéreo" significará todo servicio aéreo regular realizado por aeronaves destinadas al transporte público de pasajeros, carga o correo.

G.- El término "servicio aéreo internacional" significará un servicio aéreo que pase por el espacio aéreo situado sobre el territorio de más de un Estado.

H.- El término "escala para fines no comerciales" (escala técnica), significará un aterrizaje para fines que no sean los de embarcar o desembarcar pasajeros, carga o correo.

## ARTICLE 2

Each party grants to the other party rights necessary for the conduct of air services by the designated airlines, as follows: the rights of transit, of stops for non-traffic purposes, and of commercial entry traffic in passengers, cargo, and mail at the points in its territory named on each of the routes specified in the appropriate paragraph of the annexed Route Schedule. The fact that such rights may not be exercised immediately shall not preclude the subsequent inauguration of air services by the airlines of the party to whom such rights are granted over the routes specified in the said Route Schedule.

Cada una de las partes concede a la otra los derechos necesarios para la prestación de servicios aéreos por las líneas aéreas designadas, como sigue: derechos de tránsito, de hacer escalas técnicas, y de entrar y salir en vuelos comerciales relacionados con el tráfico internacional de pasajeros, carga y correo en los puntos de su territorio que se mencionan en cada una de las rutas especificadas en el párrafo apropiado del Cuadro de Rutas adjunto. El hecho de que tales derechos no sean ejercidos inmediatamente no impedirá que las líneas aéreas de la parte a la cual se hayan concedido tales derechos inauguren posteriormente servicios aéreos en las rutas especificadas en dicho Cuadro de Rutas.

## ARTICLE 3

Air service on a specified route may be inaugurated immediately or at a later date at the option

El servicio aéreo de una ruta determinada podrá ser inaugurado ya sea inmediatamente o en una

of the party to whom the rights are granted by an airline or air-lines of such party at any time after that party has designated such airline or airlines for that route and the other party has given the appropriate operating permission. Such other party shall, subject to Article 4, be bound to give this permission provided that the designated airline or airlines may be required to qualify before the competent aero-nautical authorities of that party, under the laws and regulations normally applied by these authori-ties, before being permitted to engage in the operations contemplated in this Agreement.

fecha futura, a opción de la parte a la cual se conceden los derechos, por una línea aérea, o líneas aéreas, de dicha parte, después de que esa parte hubiere designado a dicha línea aérea o líneas aéreas, para dar servicios en esa ruta y la otra parte hubiere concedido el permiso correspondiente para fun-cionar. Dicha otra parte estará obligada, con sujeción al artículo 4, a otorgar el permiso, con la condición de que podrá exigir a la línea aérea, o líneas aéreas designadas, que llenen los requisi-tos de las autoridades aero-náuticas competentes de dicha Parte, conforme a las leyes y reglamentos ordinariamente apli-cados por dichas autoridades, antes de que se les permita dedicarse a prestar el servicio previsto en este Convenio.

#### ARTICLE 4

Each party reserves the right to withhold or revoke the operating permission provided for in Article 3 of this Agreement from an airline designated by the other party in the event that it is not satisfied that substantial ownership and effective control of such airline are vested in nationals of the other party or in case of failure by such airline to comply with the laws and regulations referred to in Article 5 of this Agreement, or in case of the failure of the airline or the Government designating it to fulfill the conditions under which the rights are granted in accord-ance with this Agreement.

#### ARTICULO 4

Cada parte se reserva el derecho de no conceder o de revocar a una línea aérea designada por la otra parte el permiso para prestar el servicio aéreo estipulado en el Artículo 3 de este Convenio, en el caso de no estar satisfactoriamente convencida de que una proporción importante de la propiedad y control efectivo de dicha línea aérea estén en manos de nacionales de la otra parte, o en el caso de que dicha línea aérea no cumpliera con las leyes y reglamentos men-cionados en el Artículo 5 del presente Convenio, o en el caso de que la línea aérea o el Gobierno que la designa dejaren de llenar las condiciones bajo las cuales se otorgan los derechos, de conformidad con este Convenio.

**ARTICLE 5**

A.- The laws and regulations of one party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the airline or airlines designated by the other party and shall be complied with by such aircraft upon entering or departing from, and while within the territory of the first party.

**ARTICULO 5**

A.- Las leyes y reglamentos de una parte relativos a la admisión en su territorio, o a la salida de éste, de las aeronaves utilizadas en la navegación aérea internacional, o relativos al funcionamiento y navegación de tales aeronaves mientras se encuentren dentro de su territorio, serán aplicados a las aeronaves de la línea aérea o líneas aéreas designadas por la otra parte y serán cumplidos por dichas aeronaves a la entrada o a la salida del territorio de la primera parte y mientras estén dentro de él.

B.- The laws and regulations of one party relating to the admission to or departure from its territory of passengers, crew, or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs, and quarantine shall be complied with by or on behalf of such passengers, crew, or cargo of the other party upon entrance into or departure from, and while within the territory of the first party.

B.- Las leyes y reglamentos de una parte relativos a la admisión en su territorio, o a la salida de éste, de los pasajeros, la tripulación o la carga de las aeronaves, tales como reglamentos de entrada, despacho, inmigración, pasaportes, aduanas y cuarentena, serán cumplidos por dichos pasajeros, tripulación o carga de la otra parte, o en su nombre por agentes de los mismos, a la entrada o salida del territorio de la primera parte, o mientras estén dentro de él.

**ARTICLE 6**

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one party, and still in force, shall be recognized as valid by the other party for the purpose of operating the routes and services provided for in this Agreement provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which may

**ARTICULO 6**

Los certificados de navegabilidad, títulos de aptitud, las licencias expedidas o convalidadas por una parte, que estuvieren todavía en vigor, serán aceptados como válidos por la otra parte para los fines de funcionar en las rutas y servicios estipulados en este Convenio, con la condición de que los requisitos que se hayan exigido para expedir o convalidar dichos certificados o licencias sean iguales o más elevados que las

be established pursuant to the norms mínimas que pudieran Convention on International Civil establecer de conformidad con la Aviation.<sup>1]</sup> Each party reserves Convención sobre Aviación Civil the right, however, to refuse to Internaciona. Sin embargo, cada recognize, for the purpose of parte se reserva el derecho de flight above its own territory, certificates of competency and licenses negarse a aceptar, para fines de granted to its own nationals by vuelo sobre su propio territorio, another state. los títulos de aptitud y licencias concedidas a sus propios nacionales por otro Estado.

#### ARTICLE 7

In order to prevent discriminatory practices and to assure equality of treatment, both parties agree further to observe the following principles:

(a) Each of the parties may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control. Each of the parties agrees, however, that these charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

(b) Fuel, lubricating oils, consumable technical supplies, spare parts, regular equipment, and stores introduced into the territory of one party by the other party or its nationals, and intended solely for use by aircraft of such party shall be exempt on a basis of reciprocity from custom duties, inspection fees and other national duties or charges.

(c) Fuel, lubricating oils, other consumable technical supplies, spare parts, regular equipment, and stores retained on board air-

Con el fin de impedir prácticas discriminatorias y para asegurar la igualdad de tratamiento, ambas partes acuerdan observar además los siguientes principios:

(a) Cada una de las partes podrá imponer o permitir que se impongan tarifas justas y razonables por el uso de aeropuertos públicos y otras facilidades bajo su autoridad. Sin embargo, cada una de las parte conviene en que dichas tarifas no serán mayores que las que serían pagadas por el uso de dichos aeropuertos y facilidades por sus aeronaves nacionales dedicadas a servicios similares internacionales.

(b) El combustible, aceites lubricantes, materiales técnicos fungibles, piezas de repuesto, equipo corriente y provisiones introducidos en el territorio de una parte por la otra parte o por sus nacionales para uso exclusivo de las aeronaves de dicha parte, estarán exentos, a base de reciprocidad, de los impuestos de aduana, derechos de inspección, y otros impuestos o gravámenes nacionales.

(c) El combustible, aceites lubricantes, otros materiales técnicos fungibles, piezas de repuesto, equipo corriente y provisiones que

<sup>1</sup>TIAS 1591; 61 Stat., pt. 2, p. 1180.

craft of the airlines of one party se retuvieren a bordo de las aeronaves de las líneas aéreas de una parte autorizadas a funcionar en las rutas y servicios estipulados en este Convenio serán exonerados, a base de reciprocidad, a su llegada al territorio de la otra parte o a su salida de él, de impuestos de aduana, derechos de inspección y otros impuestos o gravámenes nacionales, aún cuando dichos artículos sean usados o consumidos por dichas aeronaves en vuelos dentro del referido territorio.

(d) Fuel, lubricating oils, other consumable technical supplies, spare parts, regular equipment, and stores taken on board aircraft of the airlines of one party in the territory of the other and use in international services shall be exempt on a basis of reciprocity from customs duties, excise taxes, inspection fees and other national duties or charges.

#### ARTICLE 8

There shall be a fair and equal opportunity for the airlines of each party to operate on any route listed in this Agreement.

#### ARTICLE 9

In the operation by the airlines of either party of the trunk services described in this Agreement, the interest of the airlines of the other party shall be taken into consideration so as not to affect unduly the services which the latter provides on all or part of the same routes.

(d) El combustible, aceites lubrificantes, otros materiales técnicos fungibles, piezas de repuesto, equipo corriente y provisiones puestos a bordo de las aeronaves de las líneas de una parte en el territorio de la otra y usados en servicios internacionales, estarán exentos, a base de reciprocidad, de impuestos de aduanas, arbitrios, derechos de inspección y otros impuestos o gravámenes nacionales.

#### ARTICULO 8

Habrá oportunidad equitativa e igualdad de circunstancias para que las líneas aéreas de cada parte presten servicios en cualquiera de las rutas estipuladas en este Convenio.

#### ARTICULO 9

En la explotación de los servicios troncales, descritos en el Convenio, por las líneas aéreas de cualquiera de las partes, se tomarán en consideración los intereses de las líneas aéreas de la otra parte, a fin de no afectar indebidamente los servicios que estas últimas presten en la totalidad o parte de las mismas rutas.

**ARTICLE 10**

The air services made available to the public by the airlines operating under this agreement shall bear a close relationship to the requirements of the public for such services.

It is understood that services provided by a designated airline under the present Agreement shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such airline is a national and the countries of ultimate destination of the traffic. The right to embark or disembark on such services international traffic destined for and coming from third countries at a point or points on the routes specified in the Route Schedule shall be applied in accordance with the general principles of orderly development to which both parties subscribe and shall be subject to the general principle that capacity should be related:

(a) to traffic requirements between the country of origin and the countries of ultimate destination of the traffic;

(b) to the requirements of through airline operation; and,

(c) to the traffic requirements of the area through which the airline passes after taking account of local and regional services.

Both parties agree to recognize that the fifth freedom traffic is complementary to the traffic requirements on the routes between the territories of the parties, and at the same time is subsidiary in

Los servicios prestados al público por las líneas aéreas que funcionaren de acuerdo con este Convenio deberán guardar estrecha relación con la necesidad pública de tales servicios.

Queda entendido que los servicios que preste una línea aérea designada conforme al presente Convenio retendrán el objetivo primario de proporcionar transporte aéreo con capacidad adecuada a las necesidades del tráfico entre el país de su nacionalidad y los países terminales del tráfico. El derecho de embarcar o desembarcar, en la prestación de dichos servicios, tráfico internacional destinado a terceros países o procedentes de ellos en algún punto o puntos de las rutas especificadas en el Cuadro de Rutas se ejercerá conforme a los principios generales de evolución metódica, que ambas partes aceptan, y estará sujeto al principio general de que la capacidad de transporte aéreo debe guardar proporción:

(a) Con las necesidades del tráfico entre el país de origen y los países adonde va destinado finalmente el tráfico;

(b) Con las necesidades del servicio de las líneas aéreas directas; y

(c) Con las necesidades del tráfico de la región por donde pasa la línea aérea, después de tomar en consideración los servicios locales y regionales.

Ambas partes convienen en reconocer que el tráfico de quinta libertad es complementario de los requerimientos del tráfico de las rutas entre los territorios de las partes y a la vez subsidiario en

relation to the traffic requirements of the third and fourth freedom between the territory of the other party and a country on the route.

In this connection both parties recognize that the development of local and regional services is a legitimate right of each of their countries. They agree therefore to consult periodically on the manner in which the standards mentioned in this Article are being complied with by their respective airlines, in order to assure that their respective interests in the local and regional services as well as through services are not being prejudiced.

Every change of gauge justifiable for reasons of economy of operation, shall be permitted at any stop on the specified routes. Nevertheless, no change of gauge may be made in the territory of one or the other party when it modifies the characteristics of the operation of a through airline service or if it is incompatible with the principles enunciated in the present Agreement.

When one of the parties after a period of observation of not less than ninety days considers that an increase in capacity or frequency offered by an airline of the other party is unjustified or prejudicial to the services of its respective airline it shall notify the other party of its objection to the end that consultation is initiated between the appropriate aeronautical authorities, and decision on the objection is made by mutual agreement within a period which may not be more than ninety days beginning on the date of such

relación a los requerimientos del tráfico de tercer y cuarta libertades entre el territorio de la otra parte y un país de la ruta.

Con relación a ésto ambas partes reconocen que el desarrollo de servicios locales y regionales es un derecho legítimo de sus respectivos países. Acuerdan por lo tanto consultarse periódicamente sobre la manera en que las normas de este Artículo sean cumplidas por sus respectivas líneas aéreas, con el fin de asegurar que sus intereses en los servicios locales y regionales y también en sus servicios continentales no sufran perjuicios.

Toda ruptura de carga justificable por razones de economía de explotación será admitida en cualquier escala de las rutas de las signadas. No obstante, ninguna ruptura de carga podrá efectuarse en los territorios de una u otra de las partes, cuando ello modifique las características de la explotación de un servicio de largo recorrido o sea incompatible con los principios enunciados en el presente Convenio.

Cuando una de las partes considere, después de un período de observación no menor de noventa días, que un aumento de capacidad o de frecuencia ofrecido por una línea aérea de la otra parte es injustificado o perjudicial para los servicios de su respectiva línea aérea, notificará a la otra parte su objeción a efecto de que se inicien consultas entre las autoridades aeronáuticas competentes y se resuelva de común acuerdo la objeción en un plazo que no podrá exceder de noventa días contados a partir de la fecha de tal notifica-

notification. For this purpose the operating companies shall supply all traffic statistics that may be necessary and required of them.

ción. Para este fin las empresas operadoras suministrarán toda la estadística de tráfico que sea necesaria y requerida de ella.

#### ARTICLE 11

1.— All rates to be charged by an airline of one contracting party to or from points in the territory of the other contracting party shall be established at reasonable levels, due regard being paid to all relevant factors, such as costs of operation, reasonable profit, and the rates charged by any other carriers, as well as the characteristics of each service. Such rates shall be subject to the approval of the aeronautical authorities of the parties, who shall act in accordance with their obligations under this Agreement, within the limits of their legal powers.

2.— Any rate proposed to be charged by an airline of either contracting party for carriage to or from the territory of the other contracting party, shall, if so required, be filed by such airline with the aeronautical authorities of the other contracting party at least thirty (30) days before the proposed date of introduction unless the contracting party with whom the filing is to be made permits filing on shorter notice. The aeronautical authorities of each contracting party shall use their best efforts to insure that the rates charged and collected conform to the rates filed with either contracting party, and that no carrier rebates any portion of such rates, by any means, directly or

1.— Todas las tarifas que cobre una línea aérea de una de las partes contratantes a puntos en el territorio de la otra parte contratante o desde puntos en el territorio de la misma se fijarán en niveles razonables, con la debida consideración a todos los factores pertinentes, tales como costos de funcionamiento, utilidades razonables y tarifas que cobren otras líneas aéreas, así como a las características de cada servicio. Tales tarifas estarán sujetas a la aprobación de las autoridades de aeronáutica de las partes, las cuales actuarán de acuerdo con sus obligaciones de conformidad con este Convenio y dentro de las limitaciones de sus facultades legales.

2.— Cualquier tarifa que se proponga cobrar una línea aérea de cualquiera de las partes contratantes por transporte a puntos en el territorio de la otra parte contratante o desde puntos en el territorio de la misma, deberá ser presentada por dicha línea aérea si así se le requiriese, a las autoridades de aeronáutica de la otra parte contratante cuando menos con treinta (30) días de anticipación a la fecha propuesta para su iniciación a menos que la parte contratante a la que se le someta permita presentarla en un plazo menor. Las autoridades de aeronáutica de cada una de las partes contratantes harán todo lo posible para asegurar que las tarifas que se carguen y cobren se ajusten a

indirectly, including the payment of excessive sales commissions to agents or the use of unrealistic currency conversion rates.

las tarifas presentadas a cualquiera de las partes contratantes y que ninguna línea aérea reembolse porción alguna de esas tarifas, de ninguna manera, directa o indirectamente, inclusive el pago de comisiones excesivas a agentes o el uso de tipos de cambio imaginarios para la conversión de monedas.

3.- It is recognized by both contracting parties that during any period for which either contracting party has approved the traffic conference procedures of the International Air Transport Association, or other associations of international air carriers, any rate agreements concluded through these procedures and involving airlines of that contracting party will be subject to the approval of that contracting party.

3.- Las dos partes contratantes reconocen que durante cualquier período por el cual cualquiera de las partes contratantes haya aprobado los procedimientos de la Conferencia de Tráfico de la Asociación Internacional de Transporte Aéreo y otras asociaciones de líneas aéreas internacionales, todo arreglo de tarifas celebrado por medio de estos procedimientos y que comprendan líneas aéreas de una parte contratante, estarán, sujetas a la aprobación de esa parte contratante.

4.- If a contracting party, on receipt of the notification referred to in paragraph 2 above, is dissatisfied with the rate proposed, it shall so inform the other contracting party at least fifteen (15) days prior to the date that such rate would otherwise become effective, and the contracting parties shall endeavor to reach agreement on the appropriate rate.

4.- Si una parte contratante, al recibir la notificación a que se refiere el párrafo 2 anterior, no está satisfecha con la tarifa que se propone, informará de ello a la otra parte contratante cuando menos con quince (15) días de anticipación a la fecha en que dicha tarifa entraría de otra manera en vigor, y las partes contratantes tratarían de llegar a un arreglo respecto a la tarifa conveniente.

5.- If a contracting party upon review of an existing rate charged for carriage to or from its territory by an airline of the other contracting party is dissatisfied with that rate, it shall so notify the other contracting party and the contracting parties shall endeavor to reach agreement on the appropriate rate.

5.- Si una parte contratante, al examinar una tarifa en vigor que cobre por transporte a su territorio, o procedente de él, por una línea aérea de la otra parte contratante, no está satisfecha con dicha tarifa, lo notificará a la otra parte contratante y las partes contratantes tratarán de llegar a un acuerdo respecto a la tarifa apropiada.

6.— In the event that an agreement is reached pursuant to the provisions of paragraph 4 or 5, each contracting party will exercise its best efforts to put such rate into effect.

7.— (a) If under the circumstances set forth in paragraph 4 no agreement can be reached prior to the date that such rate would otherwise become effective, or

(b) If under the circumstances set forth in paragraph 5 no agreement can be reached prior to the expiry of sixty (60) days from the date of notification:

then the contracting party raising the objection to the rate may take such steps as it may consider necessary to prevent the inauguration or the continuation of the service in question at the rate complained of *provided, however,* that the contracting party raising the objection shall not require the charging of a rate higher than the lowest rate charged by its own airline or airlines for comparable service between the same pair of points.

8.— When in any case under paragraphs 4 and 5 of this Article the aeronautical authorities of the two contracting parties cannot agree within a reasonable time upon the appropriate rate after consultation initiated by the complaint of one contracting party concerning the proposed rate or an existing rate of the airline or airlines of the other contracting party, upon the request of either, the terms of Article 13 of this Agreement shall apply. In rendering its advisory opinion, the arbitral tribunal shall

6.— En caso de llegar a un acuerdo, de conformidad con las disposiciones del párrafo 4 o 5, cada parte contratante hará todo lo posible para poner dicha tarifa en vigor.

7.— (a) Si conforme a las circunstancias expuestas en el párrafo 4, no es posible llegar a un acuerdo antes de la fecha en que de otro modo la tarifa debería entrar en vigor, o

(b) Si conforme a las circunstancias expuestas en el párrafo 5 no es posible llegar a un acuerdo antes de la fecha de expiración de los sesenta (60) días contados desde la fecha de la notificación:

en tal caso la parte contratante que haya suscitado la objeción a la tarifa podrá adoptar las medidas que considere necesarias para evitar la iniciación o continuación del servicio en cuestión con la tarifa que se objeta, o siempre que, sin embargo, la parte contratante que suscita la objeción no requiera que se cobre una tarifa más alta que la tarifa mínima que cargan su propia línea aérea o líneas aéreas por servicios semejantes entre los mismos dos puntos.

8.— Cuando en cualquier caso, de conformidad con los párrafos 4 y 5 de este Artículo, las autoridades de aeronáutica de las dos partes contratantes no puedan ponerse de acuerdo dentro de un plazo razonable respecto a la tarifa conveniente y después de la consulta iniciada por la queja de una parte contratante en relación con la tarifa propuesta o una tarifa existente de la línea aérea o líneas aéreas de la otra parte contratante, a solicitud de cualquiera de ellas, se aplicaran las

be guided by the principles laid down in this Article.

disposiciones del Artículo 13 de este Convenio. Al rendir su informe consultivo, el tribunal de arbitraje se guiará por los principios establecidos en este Artículo.

9.- Unless otherwise agreed between the parties, each contracting party undertakes to use its best efforts to insure that any rate specified in terms of the national currency of one of the parties will be established in an amount which reflects the effective exchange rate (including all exchange fees or other charges) at which the airlines of both parties can convert and remit the revenues from their transport operations into the national currency of the other party.

9.- A menos que se convenga de otro modo entre las partes, cada parte contratante se compromete a esforzarse lo más posible para asegurar que cualquiera tarifa especificada en términos de la moneda nacional de una de las partes se fije en una cantidad que represente un tipo de cambio efectivo (inclusive todos los derechos de cambios u otros cargos) al cual las líneas aéreas de ambas partes puedan convertir y remitir los ingresos de sus operaciones de transporte a la moneda nacional de la otra parte.

#### ARTICLE 12

Consultation between the competent authorities of both parties may be requested at any time by either party for the purpose of discussing the interpretation, application, or amendment of this Agreement. Such consultation shall begin within a period of sixty (60) days from the date of the receipt of the request by the Department of State of the United States of America or the Ministry of Foreign Relations of the United Mexican States as the case may be. Should agreement be reached on amendment of the Agreement, such amendment will come into effect upon confirmation by a further exchange of diplomatic notes.

#### ARTICULO 12

Ambas partes podrán solicitar en todo momento la celebración de consultas entre las autoridades competentes de cada una con el propósito de discutir la interpretación, aplicación o modificación de este Convenio. Dichas consultas comenzarán dentro de un período de sesenta (60) días, contados a partir de la fecha en que se reciba la petición hecha por el Departamento de Estado de los Estados Unidos de América o por la Secretaría de Relaciones Exteriores de los Estados Unidos Mexicanos, según fuere el caso. Si se llegase a un acuerdo sobre la modificación del Convenio, dicha modificación entrará en vigor al confirmarse por un canje adicional de notas diplomáticas.

#### ARTICLE 13

Except as otherwise provided, any dispute between the parties

Salvo estipulación en contrario, cualquier divergencia entre las

#### ARTICULO 13

relative to the interpretation or partes relativa a la interpretación application of this Agreement o aplicación de este Convenio, which cannot be settled through que no pudiere arreglarse por consultation shall be submitted medio de consultas, será sometida, for an advisory report to a tribunal of three arbitrators, one to para informe consultivo, a un tribunal de tres árbitros, uno be named by each party, and the nombrado por cada parte y el third to be agreed upon by the tercero por los dos árbitros así two arbitrators so chosen, provided that such third arbitrator designados, con la condición de shall not be a national of either que el tercer árbitro no sea nacio- party. Each of the parties shall nal de ninguna de las partes. designate an arbitrator within two Cada una de las partes designará months of the date of delivery by un árbitro dentro de los dos meses either party to the other party of siguientes a la presentación por a diplomatic note requesting arbitration of a dispute; and the third una parte a la otra de una nota arbitrator shall be agreed upon diplomática solicitando el arbitraje de una divergencia; y el within one month after such tercer árbitro será escogido en el period of two months. término de un mes después de dicho período de dos meses.

If either of the parties fails to designate its own arbitrator within two months, or if the third arbitrator is not agreed upon within the time limit indicated, either party may request the President of the International Court of Justice to make the necessary appointment or appointments by choosing the arbitrator or arbitrators.

The parties will use their best efforts under the powers available to them to put into effect the opinion expressed in any such advisory report. A moiety of the expenses of the arbitral tribunal shall be borne by each party.

Si cualquiera de las partes dejare de nombrar su propio árbitro dentro de dos meses, o si no se llegare a designar el tercer árbitro dentro del término indicado, cualquiera de las partes podrá solicitar al Presidente de la Corte Internacional de Justicia que haga el nombramiento o nombramientos que fueren necesarios, procediendo a seleccionar el árbitro o árbitros.

Las partes harán el mayor esfuerzo, dentro de las facultades a su alcance, para poner en práctica la opinión expresada en dicho informe consultivo. Cada parte sufragará la mitad de los gastos del tribunal de arbitraje.

#### ARTICLE 14

This Agreement, all amendments thereto, and contracts connected therewith shall be registered with the International Civil Aviation Organization.

Este Convenio, todas sus enmiendas y los contratos relacionados con el mismo serán registrados en la Organización de Aviación Civil Internacional.

**ARTICLE 15**

If a general multilateral air transport Convention accepted by both parties enters into force, the present Agreement shall be amended so as to conform with the provisions of such Convention.

**ARTICULO 15**

Si empezare a regir una Convención general y multilateral de transporte aéreo aceptada por ambas partes, el presente Convenio será modificado para ajustarlo a las disposiciones de dicha Convención.

**ARTICLE 16**

Either of the two parties may at any time notify the other party of its intention to terminate the present Agreement. Such notice shall be sent simultaneously to the International Civil Aviation Organization. In case such notification should be given the Agreement would terminate six months after the date on which the notice of termination may have been received, unless the communication under reference is annulled before the end of this period by agreement between both parties. Should the other party not acknowledge receipt it shall be considered that the notification was received by it 14 days subsequent to the date on which it is received by the International Civil Aviation Organization.

**ARTICULO 16**

Cualquiera de las dos partes podrá en cualquier momento dar aviso a la otra parte de su intención de poner fin al presente Convenio. Tal aviso será enviado simultáneamente a la Organización de Aviación Civil Internacional. En el caso de que tal comunicación se hiciera, el Convenio quedará sin efecto seis meses después de la fecha en la cual se hubiera recibido la notificación de terminación, salvo que por convenio entre las partes, la comunicación de referencia se anulara antes del fin de ese periodo. En caso de que la otra parte no acusara recibo, se considerará que la notificación fué recibida por ella catorce días después de la fecha en la cual hubiere sido recibida por la Organización de Aviación Civil Internacional.

**ARTICLE 17**

Upon entry into effect of the present Agreement the aeronautical authorities of the two parties must communicate to each other as soon as possible the information relating to authorizations given to the airline or airlines designated by them to operate the routes set forth in the Route Schedule.

**ARTICULO 17**

A partir de la entrada en vigor del presente Convenio, las autoridades aeronáuticas de las dos partes deberán comunicarse, tan rápidamente como sea posible, las informaciones que conciernen a las autorizaciones dadas a la línea o líneas aéreas designadas por su parte para explotar las rutas mencionadas en el Cuadro de Rutas.

## ARTICLE 18

The present Agreement shall enter into effect provisionally as of the fifteenth day of August, one thousand nine hundred sixty, and will enter into force definitively ['] upon receipt by the Government of the United States of America of notification from the Government of the United Mexican States that the Agreement has been approved by the Senate of the Republic.

The Agreement will remain effective for a period of three years from the fifteenth day of August, one thousand nine hundred sixty unless terminated earlier by action pursuant to Article 16 of this Agreement.

In witness whereof, the undersigned, being duly authorized by their respective Governments, have signed the present Agreement.

Done in duplicate at Mexico City in the English and Spanish languages, both texts being equally authentic, this fifteenth day of August, one thousand nine hundred sixty.

For the Government of  
the United States of America:

ROBERT C. HILL

El presente Convenio entrará en vigor provisionalmente a partir del quince de agosto de mil novecientos sesenta y definitivamente al recibir el Gobierno de los Estados Unidos de América la notificación del Gobierno de los Estados Unidos Mexicanos de que el Convenio ha sido aprobado por el Senado de la República.

El Convenio tendrá una duración de tres años a partir del quince de agosto de mil novecientos sesenta a menos que se termine antes, de acuerdo con lo estipulado por el artículo 16 de este Convenio.

En fe de lo cual los infrascritos, debidamente autorizados por sus respectivos Gobiernos han firmado el presente Convenio.

Hecho por duplicado en la ciudad de México, en los idiomas inglés y español, siendo ambos textos igualmente auténticos, el quince de agosto de mil novecientos sesenta.

Por el Gobierno de los Estados Unidos Mexicanos:

W BUCHANAN

## ROUTE SCHEDULE

1.— An airline or airlines designated by the Government of the United States of America shall be entitled to operate air services on each of the air routes specified via

## CUADRO DE RUTAS

1.— La línea o líneas aéreas designadas por el Gobierno de Estados Unidos de América tendrán el derecho de operar servicios aéreos en cada una de las rutas

<sup>1</sup> Jan. 17, 1961.

intermediate points, in both directions, and to make scheduled stops in Mexico at the points specified in this paragraph:

- A. New York, Washington – Mexico City.
- B. Chicago, Dallas, Fort Worth – Mexico City, via intermediate points in the United States.
- C. Los Angeles – Mexico City, via intermediate points in the United States.
- D. New Orleans – Mexico City.
- E. New Orleans – Merida and beyond to Guatemala and beyond.
- F. Miami – Merida and beyond to Guatemala and beyond.
- G. Houston – Mexico City and beyond to Guatemala and beyond, via intermediate points in the United States.
- H. San Antonio – Mexico City.
- I. Miami, Tampa/St. Petersburg – Merida and Cozumel and beyond (cargo and mail only).
- J. Miami, Tampa – Merida, Mexico City.

2.- An airline or airlines designated by the Government of the United Mexican States shall be entitled to operate air services on each of the air routes specified via intermediate points, in both directions, and to make scheduled stops in the United States of

aéreas que se especifican, vía puntos intermedios en ambas direcciones, y de hacer escalas regulares en México en los puntos que se especifican en este párrafo:

- A. Nueva York, Washington – Ciudad de México.
- B. Chicago, Dallas, Fort Worth – Ciudad de México, vía puntos intermedios en los Estados Unidos.
- C. Los Angeles – Ciudad de México, vía puntos intermedios en los Estados Unidos.
- D. Nueva Orleans – Ciudad de México.
- E. Nueva Orleans – Mérida y más allá a Guatemala y más allá.
- F. Miami – Mérida y más allá a Guatemala y más allá.
- G. Houston – Ciudad de México y más allá a Guatemala y más allá, vía puntos intermedios en los Estados Unidos.
- H. San Antonio – Ciudad de México.
- I. Miami, Tampa/St. Petersburg – Mérida y Cozumel y más allá (carga y correo solamente).
- J. Miami, Tampa – Mérida, Ciudad de México.

2.- La línea o líneas aéreas designadas por el Gobierno de México tendrán el derecho de operar servicios aéreos en cada una de las rutas aéreas que se especifican, vía puntos intermedios, en ambas direcciones y de hacer escalas regulares en los Estados

America at the points specified in Unidos de América en los puntos this paragraph: que se especifican en este párrafo:

- |   |  |
|---|--|
| A. Mexico City – Washington, New York and beyond New York to Europe.              | A. Ciudad de México – Washington, Nueva York y más allá de Nueva York a Europa.      |
| B. Mexico City – Dallas, Fort Worth, Chicago, via intermediate points in Mexico.  | B. Ciudad de México – Dallas, Fort Worth, Chicago, vía puntos intermedios en México. |
| C. Mexico City – Los Angeles, vía intermediate points in Mexico.                  | C. Ciudad de México – Los Angeles, vía puntos intermedios en México.                 |
| D. Mazatlan, Torreon, Monterrey – San Antonio, via intermediate points in Mexico. | D. Mazatlán, Torreón, Monterrey – San Antonio, vía puntos intermedios en México.     |
| E. Mexico City – Miami and beyond.  | E. Ciudad de México – Miami y más allá.  |
| F. La Paz, Baja California – Los Angeles, via intermediate points in Mexico.      | F. La Paz, Baja California – Los Angeles, vía puntos intermedios en México.          |
| G. Mexico City, Monterrey – San Antonio.  | G. Ciudad de México, Monterrey – San Antonio.  |
| H. Hermosillo – Tucson, via intermediate points in Mexico.                        | H. Hermosillo – Tucson, vía puntos intermedios en México.                            |
| I. (Pending).   | I. (Pendiente).  |

3.—Points on any of the specified routes may at the option of the designated airlines be omitted on any or all flights with the exception of United States Route J, on which the designated airline is required to make an intermediate stop at Merida.

3.—Las escalas en las rutas especificadas se podrán omitir en alguno o en todos los vuelos, a opción de las líneas aéreas designadas con la excepción de la ruta J. de los Estados Unidos de América, en la cual la línea aérea designada está obligada a hacer una escala intermedia en Mérida, Yuc.

ROBERT C. HILL

W BUCHANAN

[SEAL]

[SEAL]

# CHINA

## Defense: Loan of Vessel to China [<sup>1</sup>]

*Agreement supplementing the agreement of February 7, 1959.*

*Effectuated by exchange of notes*

*Signed at Taipei January 18, 1961;*

*Entered into force January 18, 1961.*

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*The American Ambassador to the Chinese Minister of Foreign Affairs*

No. 30

TAIPEI, January 18, 1961.

EXCELLENCY:

I have the honor to refer to the Agreement between our two Governments effected by an exchange of notes signed at Taipei on February 7, 1959, which provides for the loan of a naval vessel by the Government of the United States to the Government of the Republic of China.<sup>[2]</sup>

I have been authorized to inform you that the Government of the United States is now prepared to make available on a loan basis the following additional vessel: "USS Whitemarsh" LSD 8.

I have the honor to propose the following understandings on this subject:

1. After entry into force of the present agreement, reference in the Agreement effected by an exchange of notes signed at Taipei on February 7, 1959 to the vessel in the annex thereto shall be considered to be a reference to the "USS Whitemarsh" as well.

2. The "USS Whitemarsh" is loaned to the Government of the Republic of China under the terms and conditions of the Agreement effected by exchange of notes signed at Taipei on February 7, 1959.

I further have the honor to propose that if the foregoing understandings are acceptable to your Government, this note and Your Excellency's note in reply concurring therein shall constitute an Agreement between our two Governments and the Agreement shall enter into force on the date of Your Excellency's note.

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

EVERETT F. DRUMRIGHT

His Excellency

SHEN CHANG-HUAN,

*Minister of Foreign Affairs,  
Taipei.*

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<sup>1</sup> Also TIAS 4828; *post*, p. 1164.

<sup>2</sup> TIAS 4180; 10 UST 177.

貴大使重表崇高之敬意。

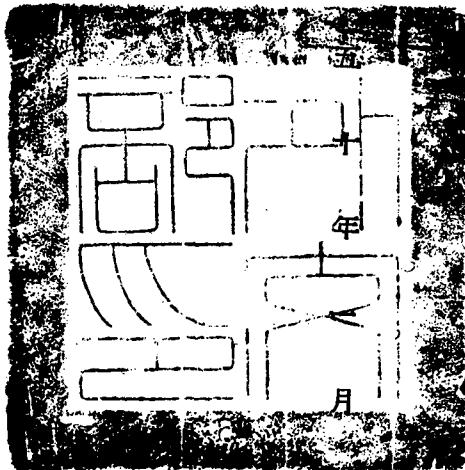
此致

美利堅合衆國駐中華民國大使莊萊德閣下

沈昌煥

中華民國

八  
日  
於  
台  
北



貴國政府接受，則本照會與

閣下表示同意之復照卽構成兩國政府間之協定並自閣下復照之日起生效。」

等由。

本部長茲代表中華民國政府接受上述各項了解，並證實

貴大使來照與本部長之復照卽構成貴我兩國政府間之協定，自本日起生效。

本部長順向

船（ESD 第八號）。

「本大使茲建議本案之了解如下：

「一、自本協定生效後，一九五九年二月七日在台北換文協定規定其附件所列船艦之有關事項亦應視作爲 USS Whitmarsh 號艦之有關事項。

「二、USS Whitmarsh 號艦係按照一九五九年二月七日在台

北換文協定所規定之條件，貸與中華民國政府。

「本大使茲並建議：上開各項了解，如荷

*The Chinese Minister of Foreign Affairs to the American Ambassador*

照會

外  
(50)  
美  
一

000773

逕復者：接准

貴大使本日第三十號照會內開：

「查 貴我兩國政府曾於一九五九年二月七日在台北換文成立一項協定，就美利堅合衆國政府將軍艦一艘貸與中華民國政府一事，予以規定。」

「本大使茲奉命奉告閣下：美國政府現正準備將另一船艦以貸與方式借貸，該艦為 USS *Whittemore* 號，係一船塢登陸

*Translation*

## NOTE

MINISTRY OF FOREIGN AFFAIRS  
REPUBLIC OF CHINA

No. Wai-50-Mei-1-000773

JANUARY 18, 1961.

## EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's note No. 30 of today's date, which reads as follows:

[For the English language text of the note, see *ante*, p. 78.]

In reply, I have the honor to accept on behalf of the Government of the Republic of China the foregoing understandings and to confirm that your note and this reply shall constitute an Agreement between our two Governments, effective from today's date.

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

SHEN CHANG-HUAN

[SEAL]

His Excellency

EVERETT F. DRUMRIGHT,

*Ambassador of the United States of America,  
Taipei.*

# HONDURAS

## Termination in Part of Reciprocal Trade Agreement of December 18, 1935

*Agreement effected by exchange of notes  
Signed at Tegucigalpa January 18, 1961;  
Entered into force January 18, 1961.*

*The American Ambassador to the Honduran Minister of Foreign  
Relations*

No. 66

TEGUCIGALPA, D.C., January 18, 1961.

**EXCELLENCY:**

I have the honor to refer to Your Excellency's note of November 28, 1960 and to discussions between representatives of our two Governments relating to the Trade Agreement between the United States and Honduras, signed at Tegucigalpa on December 18, 1935.<sup>[1]</sup>

Considering the views expressed by the Government of Honduras, and at the same time desiring to continue in force in so far as possible various provisions of the above-mentioned Agreement, I have the honor to propose that, beginning February 28, 1961, the following provisions of the Agreement be terminated: The schedules thereto, Articles I, II, IV, and V, together with the reference to Article V, as contained in Article XVI. Other provisions of the said Agreement will continue in effect.

If the above-mentioned proposal is acceptable to the Government of Honduras, I propose that this note and the note of acceptance by the Government of Honduras be considered to constitute an agreement between the Government of the United States and the Government of Honduras on this matter.

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

CHARLES R. BURROWS

His Excellency

Lic. ANDRÉS ALVARADO PUERTO,  
*Minister of Foreign Relations,*  
*Tegucigalpa, D.C.*

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<sup>1</sup> EAS 86; 49 Stat. 3851.

*The Honduran Minister of Foreign Relations by Law to the American Ambassador*

SECRETARIA DE RELACIONES EXTERIORES  
DE LA  
REPUBLICA DE HONDURAS

SECCION DIPLOMATICA

A. V/M.—No. 61

TEGUCIGALPA, D.C., 18 de enero de 1961.—

SEÑOR EMBAJADOR:

Tengo a honra referirme a la atenta Nota de Vuestra Excelencia de esta misma fecha, contestación a la de esta Secretaría de Estado de fecha 28 de noviembre de 1960, relacionada con el Tratado de Comercio entre Honduras y los Estados Unidos firmado en Tegucigalpa el 18 de diciembre de 1935, cuyo texto en idioma inglés es el siguiente:

"EMBASSY OF THE UNITED STATES OF AMERICA.—No. 66.—Tegucigalpa, D.C., January 18, 1961.—Excellency: I have the honor to refer to Your Excellency's note of November 28, 1960 and to discussions between representatives of our two Governments relating to the Trade Agreement between the United States and Honduras, signed at Tegucigalpa on December 18, 1935. Considering the views expressed by the Government of Honduras, and at the same time desiring to continue in force in so far as possible various provisions of the above-mentioned Agreement, I have the honor to propose that, beginning February 28, 1961, the following provisions of the Agreement be terminated: The schedules thereto, Articles I, II, IV, and V, together with the reference to Article V, as contained in Article XVI. Other provisions of the said Agreement will continue in effect. If the above-mentioned proposal is acceptable to the Government of Honduras, I propose that this note and the note of acceptance by the Government of Honduras be considered to constitute an agreement between the Government of the United States and the Government of Honduras on this matter. Accept, Excellency, the renewed assurances of my highest consideration. f)  
Charles R. Burrows. His Excellency Lic. Andrés Alvarado Puerto, Minister of Foreign Relations, Tegucigalpa, D.C."

En contestación a la referida Nota, me complace expresar a Vuestra Excelencia, que el Gobierno de Honduras está de acuerdo con la propuesta del Ilustrado Gobierno de los Estados Unidos y de consiguiente acepta, que a partir del 28 de febrero de 1961, las estipulaciones contenidas en los Artículos I, II, IV, V y la parte respectiva del Artículo XVI, que se refiere al citado artículo V, del Tratado de Comercio vigente entre Honduras y los Estados Unidos, de 18 de diciembre de 1935, se den por terminadas, continuando en vigor las demás disposiciones contenidas en dicho Tratado.

Esta conforme también el Gobierno de Honduras, en que la Nota de Vuestra Excelencia, y la presente de contestación, constituyan el necesario Acuerdo para introducir los cambios propuestos en el mismo Tratado.

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

ROBERTO PERDOMO.

Roberto Perdomo Paredes  
*Ministro de Relaciones Exteriores por la Ley.-*

Excelentísimo Señor CHARLES R. BURROWS,  
*Embajador Extraordinario y Plenipotenciario  
 de los Estados Unidos de América,  
 Ciudad.*

*Translation*

DEPARTMENT OF FOREIGN RELATIONS  
 OF THE  
 REPUBLIC OF HONDURAS

DIPLOMATIC SECTION

A. V/M-No. 61

TEGUCIGALPA, D.C., January 18, 1961

MR. AMBASSADOR:

I have the honor to refer to Your Excellency's note of this date in reply to the note of this Department of State dated November 28, 1960, relating to the Trade Agreement between Honduras and the United States signed at Tegucigalpa on December 18, 1935, the text of which in the English language reads as follows:

[For the English language text of the note, see *ante*, p. 84.]

In reply to the aforesaid note, I am happy to inform Your Excellency that the Government of Honduras accepts the proposal of the Government of the United States and consequently agrees that, from February 28, 1961, the provisions of Articles I, II, IV, V, and the part of Article XVI which refers to Article V, of the Trade Agreement of December 18, 1935 between Honduras and the United States shall be considered terminated, the other provisions of the Agreement continuing in effect.

The Government of Honduras also agrees that Your Excellency's note and this note in reply constitute the necessary agreement to make the proposed changes in the said Agreement.

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

ROBERTO PERDOMO.

Roberto Perdomo Paredes  
*Minister of Foreign Relations by Law*

His Excellency  
 CHARLES R. BURROWS,  
*Ambassador Extraordinary and Plenipotentiary  
 of the United States of America,  
 City.*

# YUGOSLAVIA

## Economic and Technical Assistance

*Agreement effected by exchange of notes  
Signed at Belgrade January 19, 1961;  
Entered into force January 19, 1961.*

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*The American Ambassador to the Yugoslav Assistant Secretary of State for Foreign Affairs*

No. 482

BELGRADE, January 19, 1961

**EXCELLENCY:**

I have the honor to refer to the Agreement between our two Governments effected by an exchange of notes, signed at Belgrade on October 22, 1959,[<sup>1</sup>] and to recent conversations between representatives of our two Governments relating to the programs of special economic and technical assistance which may be made available to your Government during United States fiscal year 1961, and, in particular, to that portion, not to exceed \$1.0 million, of the special economic assistance program which may be made available for the import of commodities, including demonstration and research equipment, designed to support technical assistance projects.

It is understood that, if such commodities are made available to your Government, they will be used in connection with, and for the purpose of, such technical assistance projects, and that upon completion of such projects, any such unused commodities will be used for substantially similar purposes. Consequently, it is further understood that no proceeds will accrue to your Government from the import or sale of such commodities.

It is also understood that the terms and conditions of the Economic Cooperation Agreement between the United States of America and the Federal People's Republic of Yugoslavia signed on January 8, 1952, as amended,[<sup>2</sup>] and the customary requirements and procedures, shall be applicable to the furnishing of the special economic assistance mentioned above, except that, in view of the special purpose to be served by such assistance, Article III of the Economic Cooperation Agreement, which relates to the deposit of dinars in the special dinar account, shall not be applicable in respect of such assistance.

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<sup>1</sup> TIAS 4348; 10 UST 1860.

<sup>2</sup> TIAS 2384, 2791; 3 UST 1; 4 UST 439.

I propose that, if these understandings are acceptable to Your Excellency's Government, this note and Your Excellency's note in reply concurring therein shall constitute an Agreement between our two Governments, which shall enter into force on the date of Your Excellency's reply.

Accept, Excellency, the assurance of my most distinguished consideration.

K. L. RANKIN

His Excellency

BOGDAN CRNOBRNJA,

*Assistant Secretary of State for Foreign Affairs,  
Belgrade.*

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*The Yugoslav Assistant Secretary of State for Foreign Affairs to the  
American Ambassador*

No. 41912

BELGRADE, January 19, 1961

EXCELLENCY,

I have the honor to acknowledge the receipt of your note as of today, reading as follows:

"I have the honor to refer to the Agreement between our two Governments effected by an exchange of notes, signed at Belgrade on October 22, 1959, and to recent conversations between representatives of our two Governments relating to the programs of special economic and technical assistance which may be made available to your Government during United States fiscal year 1961, and, in particular, to that portion, not to exceed \$1.0 million, of the special economic assistance program which may be made available for the import of commodities, including demonstration and research equipment, designed to support technical assistance projects.

It is understood that, if such commodities are made available to your Government, they will be used in connection with, and for the purpose of, such technical assistance projects, and that upon completion of such projects, any such unused commodities will be used for substantially similar purposes. Consequently, it is further understood that no proceeds will accrue to your Government from the import or sale of such commodities.

It is also understood that the terms and conditions of the Economic Cooperation Agreement between the United States of America and the Federal People's Republic of Yugoslavia signed on January 8, 1952, as amended, and the customary requirements and procedures, shall be applicable to the furnishing of the special economic assistance mentioned above, except that, in view of the special purpose to be served by such assistance, Article III of the Economic Cooperation

Agreement, which relates to the deposit of dinars in the special dinar account, shall not be applicable in respect of such assistance.

I propose that, if these understandings are acceptable to Your Excellency's Government, this note and Your Excellency's note in reply concurring therein shall constitute an Agreement between our two Governments, which shall enter into force on the date of Your Excellency's reply.

Accept, Excellency, the assurance of my most distinguished consideration."

I have to inform you that my Government concurs in the foregoing.

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

[SEAL]

B CRNOBRNJA

B. Crnobrnja

H. R. Mr. K. L. RANKIN

*Ambassador of the United States of America  
Belgrade*

# UNITED KINGDOM

## Tracking Stations

*Agreement effected by exchange of notes  
Signed at London January 20, 1961;  
Entered into force January 20, 1961.*

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

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*London, January 20, 1961.*

No. 167

SIR:

I have the honor to refer to discussions on the establishment of space vehicle tracking stations which have recently taken place between representatives of the Government of the United States of America and of the Government of the United Kingdom of Great Britain and Northern Ireland and to propose that the two Governments should now conclude an Agreement to join together in a program to establish and operate within the United Kingdom, for scientific purposes, stations for the tracking of, and communication with, space vehicles. The objects of such a joint program would be to facilitate space operations contributing to the advancement of scientific knowledge of man's spatial environment and its effects; the application of this knowledge to the direct benefit of man; and the development of space vehicles of advanced capabilities, including manned space vehicles. The program would be carried out in accordance with the following provisions:

(1) Each Government shall designate an agency or agencies which shall be responsible for carrying out the program. For the Government of the United States, this shall be the National Aeronautics and Space Administration and for the Government of the United Kingdom this shall be such agencies as that Government may from time to time designate through the normal diplomatic channels. The agency designated by the Government of the United States and the agency or agencies designated by the Government of the United Kingdom are hereinafter respectively referred to as a "Cooperating Agency".

(2) (a) The program shall include the establishment of a Tracking Station at an agreed site at Winkfield, Windsor, Berkshire, England and such other stations at other locations as may from time to time be agreed upon by the two Governments.

(b) The Government of the United Kingdom shall provide the site for the station at Winkfield at no cost to the Government of the United States.

(3) The Government of the United Kingdom shall upon request of a Cooperating Agency investigate any interference to radio reception at the station or stations which may be due to electrical apparatus, and shall take all reasonable steps to secure the removal of the interference.

(4) (a) All radio operations by the station or stations shall be conducted so as not to interfere with the services provided by installations in the United Kingdom or in neighboring territories, and shall comply at all times with the provisions of the International Telecommunication Convention.<sup>[1]</sup>

(b) All frequencies to be used at the station or stations shall be subject to approval in advance by the appropriate United Kingdom authorities. So far as is possible, these frequencies shall be in such frequency bands as may be allocated for use in space research in the International Radio Regulations annexed to the International Telecommunication Convention.

(c) The Government of the United Kingdom shall be responsible for notifying the International Telecommunication Union of the frequencies used at the station or stations. The Government of the United States shall at all times convey promptly to the Government of the United Kingdom, through the Cooperating Agencies, all the information needed to enable that Government to fulfill this obligation.

(5) In connection with each station to be established and operated under the program, the Cooperating Agencies shall agree, subject to the grant of any wireless telegraphy license required under the law in force in the United Kingdom, upon arrangements with respect to the duration of use of the station, the responsibility for and financing of the construction, installation, equipping, maintenance, and operation of the station, and other details relating to the establishment and operation of the station.

(6) Each Cooperating Agency shall provide to the other, from the data acquired through the operation of each station, such reduced scientific data as the other Agency may request for scientific studies it may wish to carry out. The results of all such studies shall be made available promptly and in their entirety to both Cooperating Agencies.

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<sup>1</sup> TIAS 3268; 6 UST 1213.

(7) Each station established may be used for independent scientific activities of the Government of the United Kingdom or of a United Kingdom Cooperating Agency, it being understood that such activities shall be conducted so as not to conflict with schedules of operations agreed between the two Governments or between the Cooperating Agencies and that any additional operating costs resulting from such independent activities shall be borne by the Government of the United Kingdom or by the United Kingdom Cooperating Agency concerned unless otherwise agreed.

(8)(a) The Government of the United Kingdom shall, upon request, take the necessary steps to facilitate the admission into the United Kingdom of materials, equipment, supplies, goods and other items of property owned by the Government of the United States and brought into the United Kingdom for the purpose of this Agreement.

(b) No customs duties shall be charged on the importation into the United Kingdom of materials, equipment, supplies, goods and other items of property in connection with this Agreement provided that such materials, equipment, supplies, goods and other items of property are and continue to be the property of, and are imported by, the Government of the United States.

(9)(a) Title to any property provided by the Government of the United States for use in connection with each station shall remain in the Government of the United States until that Government sells or otherwise disposes of such property, notwithstanding that it is affixed to the land or to any structure on it. Such property of the Government of the United States at each station may be removed from the United Kingdom by the Government of the United States at any time, free of taxes and other charges. The Government of the United States shall arrange for the removal of such property from the site of the station when that site is no longer required for the purposes of this Agreement.

(b) If the Government of the United States should desire to dispose of all or part of the property to which it holds title within the United Kingdom for the purposes of this Agreement, the two Governments shall consult beforehand on arrangements therefor.

(10)(a) The Government of the United Kingdom shall take the necessary steps to facilitate, subject to the normal laws and regulations governing the admission of foreign nationals to the United Kingdom, the admission into the United Kingdom of such United States personnel as may be assigned by the Cooperating Agency of the Government of the United States to visit or participate in the cooperative activities provided for under this Agreement, due regard being paid to the principle that United States personnel shall only be employed where no suitably qualified British subjects are available.

(b) Subject to such conditions as the Government of the United Kingdom may deem necessary, personal and household effects of United States personnel assigned to a station under the program by

the Cooperating Agency of the Government of the United States may be brought into the United Kingdom at the time of the owner's first arrival and removed from the United Kingdom on the termination of his assignment free of all taxes and duties. Such effects shall not be sold or otherwise disposed of within the United Kingdom except under conditions approved by the Government of the United Kingdom.

(c) For the purposes of this paragraph, the expression "United States personnel" means persons not normally resident in the United Kingdom who are employees of or under contract with the Government of the United States, or with a United States contractor engaged by that Government, in connection with the establishment and operation of the station, except that sub-paragraph (b) of this paragraph shall apply only to employees of the Government of the United States.

(11) The program of cooperation set forth in this Agreement shall, subject to the availability of funds, remain in effect for a period of five years and may thereafter be extended for such additional period and on such terms as may be agreed in writing between the two Governments. Nevertheless, either Government may terminate this Agreement by giving ninety days' notice in writing to the other Government.

If the foregoing provisions 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 reply to that effect, shall constitute an Agreement between the two Governments in this matter, which shall enter into force on the date of your note in reply.

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

WALWORTH BARBOUR  
*Charge d'Affaires ad interim*

The Right Honorable  
THE EARL OF HOME,  
*Secretary of State for Foreign Affairs,  
Foreign Office, S.W.1.*

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

No. IAS 31/11

FOREIGN OFFICE, S.W.1.  
*January 20, 1961.*

SIR,

I have the honour to acknowledge receipt of your Note of today's date about the establishment and operation within the United Kingdom, for scientific purposes, of stations for the tracking of, and communication with, space vehicles, which Note reads as follows:-

"I have the honor to refer to discussions on the establishment of space vehicle tracking stations which have recently taken place between representatives of the Government of the United States of America and of the Government of the United Kingdom of Great Britain and Northern Ireland and to propose that the two Governments should now conclude an Agreement to join together in a program to establish and operate within the United Kingdom, for scientific purposes, stations for the tracking of, and communication with, space vehicles. The objects of such a joint program would be to facilitate space operations contributing to the advancement of scientific knowledge of man's spatial environment and its effects; the application of this knowledge to the direct benefit of man; and the development of space vehicles of advanced capabilities, including manned space vehicles. The program would be carried out in accordance with the following provisions:

(1) Each Government shall designate an agency or agencies which shall be responsible for carrying out the program. For the Government of the United States, this shall be the National Aeronautics and Space Administration and for the Government of the United Kingdom this shall be such agencies as that Government may from time to time designate through the normal diplomatic channels. The agency designated by the Government of the United States and the agency or agencies designated by the Government of the United Kingdom are hereinafter respectively referred to as a "Cooperating Agency".

(2) (a) The program shall include the establishment of a Tracking Station at an agreed site at Winkfield, Windsor, Berkshire, England and such other stations at other locations as may from time to time be agreed upon by the two Governments.

(b) The Government of the United Kingdom shall provide the site for the station at Winkfield at no cost to the Government of the United States.

(3) The Government of the United Kingdom shall upon request of a Cooperating Agency investigate any interference to radio reception at the station or stations which may be due to electrical apparatus, and shall take all reasonable steps to secure the removal of the interference.

(4) (a) All radio operations by the station or stations shall be conducted so as not to interfere with the services provided by installations in the United Kingdom or in neighboring territories, and shall comply at all times with the provisions of the International Telecommunication Convention.

(b) All frequencies to be used at the station or stations shall be subject to approval in advance by the appropriate United Kingdom authorities. So far as is possible, these frequencies shall be in such frequency bands as may be allocated for use in space re-

search in the International Radio Regulations annexed to the International Telecommunication Convention.

(c) The Government of the United Kingdom shall be responsible for notifying the International Telecommunication Union of the frequencies used at the station or stations. The Government of the United States shall at all times convey promptly to the Government of the United Kingdom, through the Cooperating Agencies, all the information needed to enable that Government to fulfill this obligation.

(5) In connection with each station to be established and operated under the program, the Cooperating Agencies shall agree, subject to the grant of any wireless telegraphy license required under the law in force in the United Kingdom, upon arrangements with respect to the duration of use of the station, the responsibility for and financing of the construction, installation, equipping, maintenance, and operation of the station, and other details relating to the establishment and operation of the station.

(6) Each Cooperating Agency shall provide to the other, from the data acquired through the operation of each station, such reduced scientific data as the other Agency may request for scientific studies it may wish to carry out. The results of all such studies shall be made available promptly and in their entirety to both Cooperating Agencies.

(7) Each station established may be used for independent scientific activities of the Government of the United Kingdom or of a United Kingdom Cooperating Agency, it being understood that such activities shall be conducted so as not to conflict with schedules of operations agreed between the two Governments or between the Cooperating Agencies and that any additional operating costs resulting from such independent activities shall be borne by the Government of the United Kingdom or by the United Kingdom Cooperating Agency concerned unless otherwise agreed.

(8) (a) The Government of the United Kingdom shall, upon request, take the necessary steps to facilitate the admission into the United Kingdom of materials, equipment, supplies, goods and other items of property owned by the Government of the United States and brought into the United Kingdom for the purpose of this Agreement.

(b) No customs duties shall be charged on the importation into the United Kingdom of materials, equipment, supplies, goods and other items of property in connection with this Agreement provided that such materials, equipment, supplies, goods and other items of property are and continue to be the property of, and are imported by, the Government of the United States.

(9) (a) Title to any property provided by the Government of the United States for use in connection with each station shall remain in the Government of the United States until that Government

sells or otherwise disposes of such property, notwithstanding that it is affixed to the land or to any structure on it. Such property of the Government of the United States at each station may be removed from the United Kingdom by the Government of the United States at any time, free of taxes and other charges. The Government of the United States shall arrange for the removal of such property from the site of the station when that site is no longer required for the purposes of this Agreement.

(b) If the Government of the United States should desire to dispose of all or part of the property to which it holds title within the United Kingdom for the purposes of this Agreement, the two Governments shall consult beforehand on arrangements therefor.

(10) (a) The Government of the United Kingdom shall take the necessary steps to facilitate, subject to the normal laws and regulations governing the admission of foreign nationals to the United Kingdom, the admission into the United Kingdom of such United States personnel as may be assigned by the Cooperating Agency of the Government of the United States to visit or participate in the cooperative activities provided for under this Agreement, due regard being paid to the principle that United States personnel shall only be employed where no suitably qualified British subjects are available.

(b) Subject to such conditions as the Government of the United Kingdom may deem necessary, personal and household effects of United States personnel assigned to a station under the program by the Cooperating Agency of the Government of the United States may be brought into the United Kingdom at the time of the owner's first arrival and removed from the United Kingdom on the termination of his assignment free of all taxes and duties. Such effects shall not be sold or otherwise disposed of within the United Kingdom except under conditions approved by the Government of the United Kingdom.

(c) For the purposes of this paragraph, the expression "United States personnel" means persons not normally resident in the United Kingdom who are employees of or under contract with the Government of the United States, or with a United States contractor engaged by that Government, in connection with the establishment and operation of the station, except that sub-paragraph (b) of this paragraph shall apply only to employees of the Government of the United States.

(11) The program of cooperation set forth in this Agreement shall, subject to the availability of funds, remain in effect for a period of five years and may thereafter be extended for such additional period and on such terms as may be agreed in writing between the two Governments. Nevertheless, either Government may terminate this Agreement by giving ninety days' notice in writing to the other Government.

If the foregoing provisions 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 reply to that effect, shall constitute an Agreement between the two Governments in this matter, which shall enter into force on the date of your note in reply."

2. I have the honour to inform you that the foregoing proposals are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland who therefore agree that your Note, together with the present reply, shall constitute an Agreement between the two Governments which shall enter into force on today's date.

I have the honour to be,  
with high consideration, Sir,  
Your obedient Servant,

(For the Secretary of State)

H. C. HAINWORTH.

The Honourable WALWORTH BARBOUR,  
*etc., etc., etc.,*  
*24/31 Grosvenor Square,*  
*W.1.*

# SWEDEN

## Mutual Defense Assistance: Security of Information, Equipment, Materials, or Services

*Agreement relating to the agreement of June 30 and July 1, 1952.*

*Effectuated by exchange of notes*

*Signed at Washington January 30, 1961;*

*Entered into force January 30, 1961.*

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*The Swedish Ambassador to the Secretary of State*

ROYAL SWEDISH EMBASSY  
WASHINGTON 8, D.C.

No. 30.

WASHINGTON, D.C., January 30, 1961.

SIR,

In an exchange of notes between the Swedish Minister for Foreign Affairs and the United States Ambassador to Sweden, dated June 30 and July 1, 1952,<sup>[1]</sup> respectively, the terms were agreed upon under which the Government of Sweden desires to procure for defense purposes military equipment, materials, or services on a reimbursable basis from the Government of the United States of America.

Subsequently it has been found desirable to widen the scope of this agreement, in so far as it regards security measures, to cover any information, equipment, materials, or services related to defense, given a security classification by either Government and communicated directly or indirectly between our two Governments. Recognizing that the protection of all such information, equipment, materials, or services is essential to the national safety and security of our respective countries I therefore propose that the information, equipment, materials, or services be safeguarded in accordance with the following general principles, namely that the recipient:

- a. Will not release the information, equipment, materials, or services, to a third Government without the approval of the releasing Government.
- b. Will, in accordance with its national procedures, afford the information, equipment, materials, or services, substantially the

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<sup>1</sup> TIAS 2480; 3 UST, pt. 2, p. 2968.

same degree of protection afforded it by the releasing Government.

- c. Will not use the information, equipment, materials, or services, for other than the purpose given.
- d. Will respect the proprietary rights, such as patents, copy rights, or trade secrets, which are involved in the information, equipment, materials, or services.

Details regarding channels of communication and the application of the foregoing principles would be the subject of such technical arrangements as may be necessary between appropriate agencies of our respective Governments.

If the foregoing is agreeable to your Government, I propose that this note and your reply to that effect shall constitute an agreement on this matter effective the date of your reply.

Accept, Sir, the assurances of my highest consideration.

GUNNAR JARRING

Gunnar Jarring

The Honourable

DEAN RUSK,

*Secretary of State,  
Washington, D.C.*

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*The Secretary of State to the Swedish Ambassador*

DEPARTMENT OF STATE

WASHINGTON

*January 30, 1961*

EXCELLENCY:

I have the honor to refer to Your Excellency's note of today's date, the text of which is as follows:

"In an exchange of notes between the Swedish Minister of Foreign Affairs and the United States Ambassador to Sweden, dated June 30 and July 1, 1952, respectively, the terms were agreed upon under which the Government of Sweden desires to procure for defense purposes military equipment, materials, or services on a reimbursable basis from the Government of the United States of America.

"Subsequently it has been found desirable to widen the scope of this agreement, in so far as it regards security measures, to cover any information, equipment, materials, or services related to defense, given a security classification by either Government and communicated directly or indirectly between our two Governments. Recognizing that the protection of all such information, equipment,

materials, or services is essential to the national safety and security of our respective countries I therefore propose that the information, equipment, materials, or services be safeguarded in accordance with the following general principles, namely that the recipient:

- a. Will not release the information, equipment, materials, or services, to a third Government without the approval of the releasing Government.
- b. Will, in accordance with its national procedures, afford the information, equipment, materials, or services, substantially the same degree of protection afforded it by the releasing Government.
- c. Will not use the information, equipment, materials, or services, for other than the purpose given.
- d. Will respect the proprietary rights, such as patents, copy rights or trade secrets, which are involved in the information, equipment, materials, or services.

"Details regarding channels of communication and the application of the foregoing principles would be the subject of such technical arrangements as may be necessary between appropriate agencies of our respective Governments.

"If the foregoing is agreeable to your Government, I propose that this note and your reply to that effect shall constitute an agreement on this matter effective the date of your reply."

I accept the proposal that Your Excellency's note and the present note shall constitute an agreement on this subject to enter into force today.

Accept, Excellency, the renewed assurances of my highest consideration

For the Secretary of State:

Foy D. KOHLER

His Excellency

GUNNAR JARRING,

*Ambassador of Sweden.*

# NORWAY

## [<sup>1</sup>] Mutual Defense Assistance: Shipbuilding Program

*Agreement effected by exchange of notes  
Signed at Oslo November 29, 1960;  
Entered into force January 31, 1961.*

*The American Chargé d'Affaires ad interim to the Norwegian  
Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*No. 5*  
*Oslo, November 29, 1960.*

EXCELLENCY:

I have the honor to refer to recent discussions between representatives of our two Governments regarding a mutually-financed shipbuilding program of the Norwegian Navy to be carried out in accordance with the principles and conditions set forth in the Mutual Defense Assistance Agreement between our two Governments signed at Washington on January 27, 1950, as supplemented by the Agreement effected by an exchange of notes signed at Oslo on January 8, 1952,<sup>[2]</sup> and to confirm the following understandings reached on this subject:

1. The program provides for the construction of naval vessels in numbers and of types to be agreed between appropriate representatives of our two Governments. Construction of vessels under this program is to be completed on or before December 31, 1967.
2. The total costs of the construction program shall not exceed 111,400,000 United States dollars and shall be shared equally by the Governments of Norway and of the United States; however, after June 30, 1961, the obligation of the Government of the United States to pay its share of the unfinanced remainder of the program is subject to the availability of appropriated funds. The obligation of the Government of Norway is subject to approval by the Norwegian Parliament.
3. The Government of Norway undertakes to ensure that the funding of this program, on its part, will be in addition to and not in substitution for the amounts which would be allocated for the con-

<sup>1</sup> Also TIAS 4729, 4849; post, pp. 392, 1279.

<sup>2</sup> TIAS 2016, 2616; 1 UST 106; 3 UST, pt. 4, p. 4639.

struction, operation, maintenance and training of the Norwegian defense forces in the absence of such program; that the vessels included in the construction program will be effectively utilized and manned and will not be placed in an inactive status, except during normal overhaul periods, and that noneffective naval vessels of the Norwegian Navy will be retired as early as practicable.

4. In carrying out this shipbuilding program our two Governments, acting through their appropriate contracting officers, will enter into supplementary arrangements covering the specific vessels involved. These arrangements will set forth the amounts of the respective contributions for each vessel, the time phasing for delivery of the programmed vessels, and other appropriate details.

I have the honor to propose that, if the foregoing understandings are acceptable to your Government, this note and Your Excellency's reply concurring therein shall constitute an Agreement between our two Governments, which shall enter into force [<sup>1</sup>] upon the date of the communication by which the Government of Norway gives notice of its approval by the Norwegian Parliament.

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

FISHER HOWE  
*Chargé d'Affaires ad interim*

His Excellency

HALVARD LANGE,

*Minister of Foreign Affairs,  
 Oslo.*

*The Norwegian Minister of Foreign Affairs to the American Chargé d'Affaires ad interim*

MINISTÈRE ROYAL  
 DES  
 AFFAIRES ETRANGÈRES

OSLO, 29 November 1960.

SIR,

I have the honour to acknowledge receipt of your note of to-day's date, the terms of which are as follows:

"I have the honour to refer to recent discussions between representatives of our two Governments regarding a mutually-financed shipbuilding program of the Norwegian Navy to be carried out in accordance with the principles and conditions set forth in the Mutual Defense Assistance Agreement between our two Governments signed at Washington on January 27, 1950, as supplemented by the Agreement effected by an exchange of notes signed at Oslo

<sup>1</sup> Jan. 31, 1961.

on January 8, 1952, and to confirm the following understandings reached on this subject:

1. The program provides for the construction of naval vessels in numbers and of types to be agreed between appropriate representatives of our two Governments. Construction of vessels under this program is to be completed on or before December 31, 1967.

2. The total costs of the construction program shall not exceed 111,400,000 United States dollars and shall be shared equally by the Governments of Norway and of the United States; however, after June 30, 1961, the obligation of the Government of the United States to pay its share of the unfinanced remainder of the program is subject to the availability of appropriated funds. The obligation of the Government of Norway is subject to approval by the Norwegian Parliament.

3. The Government of Norway undertakes to ensure that the funding of this program on its part, will be in addition to and not in substitution for the amounts which would be allocated for the construction, operation, maintenance and training of the Norwegian defense forces in the absence of such program; that the vessels included in the construction program will be effectively utilized and manned and will not be placed in an inactive status, except during normal overhaul periods, and that non-effective naval vessels of the Norwegian Navy will be retired as early as practicable.

4. In carrying out this shipbuilding program our two Governments, acting through their appropriate contracting officers, will enter into supplementary arrangements covering the specific vessels involved. These arrangements will set forth the amounts of the respective contributions for each vessel, the time phasing for delivery of the programmed vessels, and other appropriate details.

I have the honour to propose that, if the foregoing understandings are acceptable to your Government, this note and Your Excellency's reply concurring therein shall constitute an Agreement between our two Governments, which shall enter into force upon the date of the communication by which the Government of Norway gives notice of its approval by the Norwegian Parliament."

I have the honour to state that the Norwegian Government agree to this arrangement and will regard your Note and this reply as constituting an agreement between our respective Governments on these matters.

Accept, Sir, the assurances of my highest consideration.

HALVARDE LANGE

Mr. FISHER HOWE,  
*Chargé d'Affaires a.i.,*  
*The Embassy of the United States of America,*  
*Oslo.*

# COSTA RICA

## Atomic Energy: Cooperation for Civil Uses

*Agreement signed at Washington May 18, 1956;  
Entered into force February 8, 1961.*

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### AGREEMENT FOR COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF COSTA RICA CONCERNING CIVIL USES OF ATOMIC ENERGY

Whereas the peaceful uses of atomic energy hold great promise for all mankind; and

Whereas the Government of the United States of America and the Government of Costa Rica desire to cooperate with each other in the development of such peaceful uses of atomic energy; and

Whereas the design and development of several types of research reactors are well advanced; and

Whereas research reactors are useful in the production of research quantities of radioisotopes, in medical therapy and in numerous other research activities and at the same time are a means of affording valuable training and experience in nuclear science and engineering useful in the development of other peaceful uses of atomic energy including civilian nuclear power; and

Whereas the Government of Costa Rica desires to pursue a research and development program looking toward the realization of the peaceful and humanitarian uses of atomic energy and desires to obtain assistance from the Government of the United States of America and United States industry with respect to this program; and

Whereas the Government of the United States of America, acting through the United States Atomic Energy Commission, desires to assist the Government of Costa Rica in such a program;

The Parties agree as follows:

#### ARTICLE I

For the purposes of this Agreement:

(a) "Commission" means the United States Atomic Energy Commission or its duly authorized representatives.

(b) "Equipment and devices" means any instrument or apparatus and includes research reactors, as defined herein, and their component parts.

(c) "Research reactor" means a reactor which is designed for the production of neutrons and other radiations for general research and development purposes, medical therapy, or training in nuclear science and engineering. The term does not cover power reactors, power demonstration reactors, or reactors designed primarily for the production of special nuclear materials.

(d) The terms "Restricted Data," "atomic weapon," and "special nuclear material" are used in this Agreement as defined in the United States Atomic Energy Act of 1954.<sup>[1]</sup>

## ARTICLE II

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 to the Government of Costa Rica or authorized persons under its jurisdiction if the transfer of any such materials or equipment and devices or the furnishing of any such services involves the communication of Restricted Data.

## ARTICLE III

1. Subject to the provisions of Article II, the Parties hereto will exchange information in the following fields:

(a) Design, construction, and operation of research reactors and their use as research, development, and engineering tools and in medical therapy.

(b) Health and safety problems related to the operation and use of research reactors.

(c) The use of radioactive isotopes in physical and biological research, medical therapy, agriculture, and industry.

2. The application or use of any information or data of any kind whatsoever, including design drawings and specifications, exchanged under this Agreement shall be the responsibility of the Party which receives and uses such information or data, and it is understood that the other cooperating Party does not warrant the accuracy, completeness, or suitability of such information or data for any particular use or application.

## ARTICLE IV

1. The Commission will lease to the Government of Costa Rica uranium enriched in the isotope U-235, subject to the terms and conditions provided herein, as may be required as initial and replace-

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<sup>1</sup> 68 Stat. 919; 42 U.S.C. § 2011 *et seq.*

ment fuel in the operation of research reactors which the Government of Costa Rica, in consultation with the Commission, decides to construct and as required in the agreed experiments related thereto. Also, the Commission will lease to the Government of Costa Rica uranium enriched in the isotope U-235, subject to the terms and conditions provided herein, as may be required as initial and replacement fuel in the operation of such research reactors as the Government of Costa Rica may, in consultation with the Commission, decide to authorize private individuals or private organizations under its jurisdiction, to construct and operate, provided the Government of Costa Rica shall at all times maintain sufficient control of the material and the operation of the reactor to enable the Government of Costa Rica to comply with the provisions of this Agreement and the applicable provisions of the lease arrangement.

2. The quantity of uranium enriched in the isotope U-235 transferred by the Commission under this Article and in the custody of the Government of Costa Rica shall not at any time be in excess of six (6) kilograms of contained U-235 in uranium enriched up to a maximum of twenty percent (20%) U-235, plus such additional quantity as, in the opinion of the Commission, is necessary to permit the efficient and continuous operation of the reactor or reactors while replaced fuel elements are radioactively cooling in Costa Rica or while fuel elements are in transit, it being the intent of the Commission to make possible the maximum usefulness of the six (6) kilograms of said material.

3. When any fuel elements containing U-235 leased by the Commission require replacement, they shall be returned to the Commission and, except as may be agreed, the form and content of the irradiated fuel elements shall not be altered after their removal from the reactor and prior to delivery to the Commission.

4. The lease of uranium enriched in the isotope U-235 under this Article shall be at such charges and on such terms and conditions with respect to shipment and delivery as may be mutually agreed and under the conditions stated in Articles VIII and IX.

#### ARTICLE V

Materials of interest in connection with defined research projects related to the peaceful uses of atomic energy undertaken by the Government of Costa Rica including source materials, special nuclear materials, byproduct material, other radioisotopes, and stable isotopes will be sold or otherwise transferred to the Government of Costa Rica by the Commission for research purposes in such quantities and under such terms and conditions as may be agreed when such materials are not available commercially. In no case, however, shall the quantity of special nuclear materials under the jurisdiction of the Government of Costa Rica, by reason of transfer under this Article,

be, at any one time, in excess of 100 grams of contained U-235, 10 grams of plutonium, and 10 grams of U-233.

#### ARTICLE VI

Subject to the availability of supply and as may be mutually agreed, the Commission will sell or lease, through such means as it deems appropriate, to the Government of Costa Rica or authorized persons under its jurisdiction such reactor materials, other than special nuclear materials, as are not obtainable on the commercial market and which are required in the construction and operation of research reactors in Costa Rica. The sale or lease of these materials shall be on such terms as may be agreed.

#### ARTICLE VII

It is contemplated that, as provided in this Article, private individuals and private organizations in either the United States or Costa Rica may deal directly with private individuals and private organizations in the other country. Accordingly, with respect to the subjects of agreed exchange of information as provided in Article III, the Government of the United States will permit persons under its jurisdiction to transfer and export materials, including equipment and devices, to and perform services for the Government of Costa Rica and such persons under its jurisdiction as are authorized by the Government of Costa Rica to receive and possess such materials and utilize such services, subject to:

- (a) The provisions of Article II.
- (b) Applicable laws, regulations and license requirements of the Government of the United States and the Government of Costa Rica.

#### ARTICLE VIII

1. The Government of Costa Rica agrees to maintain such safeguards as are necessary to assure that the special nuclear materials received from the Commission shall be used solely for the purposes agreed in accordance with this Agreement and to assure the safe-keeping of this material.

2. The Government of Costa Rica agrees to maintain such safeguards as are necessary to assure that all other reactor materials, including equipment and devices, purchased in the United States under this Agreement by the Government of Costa Rica or authorized persons under its jurisdiction shall be used solely for the design, construction, and operation of research reactors which the Government of Costa Rica decides to construct and operate and for research in connection therewith, except as may otherwise be agreed.

3. In regard to research reactors constructed pursuant to this Agreement, the Government of Costa Rica agrees to maintain records

relating to power levels of operation and burn-up of reactor fuels and to make annual reports to the Commission on these subjects. If the Commission requests, the Government of Costa Rica will permit Commission representatives to observe from time to time the condition and use of any leased material and to observe the performance of the reactor in which the material is used.

4. Some atomic energy materials which the Government of Costa Rica may request the Commission to provide in accordance with this arrangement are harmful to persons and property unless handled and used carefully. After delivery of such materials to the Government of Costa Rica, the Government of Costa Rica shall bear all responsibility, in so far as the Government of the United States is concerned, for the safe handling and use of such materials. With respect to any special nuclear materials or fuel elements which the Commission may, pursuant to this Agreement, lease to the Government of Costa Rica or to any private individual or private organization under its jurisdiction, the Government of Costa Rica shall indemnify and save harmless the Government of the United States against any and all liability (including third party liability) from any cause whatsoever arising out of the production or fabrication, the ownership, the lease, and the possession and use of such special nuclear materials or fuel elements after delivery by the Commission to the Government of Costa Rica or to any authorized private individual or private organization under its jurisdiction.

#### ARTICLE IX

The Government of Costa Rica guarantees that:

- (a) Safeguards provided in Article VIII shall be maintained.
- (b) No material, including equipment and devices, transferred to the Government of Costa Rica or authorized persons under its jurisdiction, pursuant to this Agreement, by lease, sale, or otherwise will be used for atomic weapons or for research on or development of atomic weapons or for any other military purposes, and that no such material, including equipment and devices, will be transferred to unauthorized persons or beyond the jurisdiction of the Government of Costa Rica except as the Commission may agree to such transfer to another nation and then only if in the opinion of the Commission such transfer falls within the scope of an agreement for cooperation between the United States and the other nation.

#### ARTICLE X

It is the hope and expectation of the Parties that this initial Agreement for Cooperation will lead to consideration of further cooperation extending to the design, construction, and operation of power producing reactors. Accordingly, the Parties will consult with each other from time to time concerning the feasibility of an additional

agreement for cooperation with respect to the production of power from atomic energy in Costa Rica.

#### ARTICLE XI

1. This Agreement shall enter into force on the day [<sup>1</sup>] on which each Government shall receive from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of such Agreement and shall remain in force for a period of five years.

2. At the expiration of this Agreement or of any extension thereof the Government of Costa Rica shall deliver to the United States all fuel elements containing reactor fuels leased by the Commission and any other fuel materials leased by the Commission. Such fuel elements and such fuel materials shall be delivered to the Commission at a site in the United States designated by the Commission at the expense of the Government of Costa Rica and such delivery shall be made under appropriate safeguards against radiation hazards while in transit.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed pursuant to duly constituted authority.

DONE at Washington, in duplicate, this eighteenth day of May, 1956.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

HENRY F. HOLLAND  
*Assistant Secretary of State for  
Inter-American Affairs*

LEWIS L. STRAUSS  
*Chairman, United States  
Atomic Energy Commission*

FOR THE GOVERNMENT OF COSTA RICA:

FERNANDO FOURNIER  
*Ambassador of Costa Rica*

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<sup>1</sup> Feb. 8, 1961.

# PAKISTAN

## Friendship and Commerce

*Treaty, with protocol, signed at Washington November 12, 1959;  
Ratification advised by the Senate of the United States of America August  
17, 1960;  
Ratified by the President of the United States of America August 29, 1960;  
Ratified by Pakistan October 3, 1960;  
Ratifications exchanged at Karachi January 12, 1961;  
Proclaimed by the President of the United States of America February  
1, 1961;  
Entered into force February 12, 1961.*

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### BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

### A PROCLAMATION

WHEREAS a treaty of friendship and commerce between the United States of America and Pakistan, together with a protocol relating thereto, was signed at Washington on November 12, 1959, the originals of which treaty and protocol, being in the English language, are word for word as follows:

**TREATY OF FRIENDSHIP AND COMMERCE BETWEEN THE  
UNITED STATES OF AMERICA AND PAKISTAN**

The United States of America and Pakistan, desirous of strengthening the bonds of peace and friendship traditionally existing between them and of encouraging closer economic and cultural relations between their peoples, and being cognizant of the contributions which may be made toward these ends by arrangements encouraging mutually beneficial investments, promoting mutually advantageous commercial intercourse and otherwise establishing mutual rights and privileges, have resolved to conclude a Treaty of Friendship and Commerce, based in general upon the principles of national and most-favored-nation treatment unconditionally accorded, and for that purpose have appointed as their Plenipotentiaries,

The President of the United States of America:

Christian A. Herter, Secretary of State of the United States of America, and

The President of Pakistan:

Zulfikar Ali Bhutto, Minister for Commerce of Pakistan,

who, having communicated to each other their full powers found to be in due form, have agreed upon the following Articles:

**ARTICLE I**

Each Party shall at all times accord equitable treatment to the persons, property, enterprises and other interests of nationals and companies of the other Party.

**ARTICLE II**

1. Nationals of either Party shall be permitted, subject to the requirements relating to the entry and sojourn of aliens, to enter the territories of the other Party, to travel therein freely, and to reside at places of their choice. Nationals of either Party shall in particular be permitted to enter the territories of the other Party and to remain therein: (a) for the purpose of carrying on trade between the territories of the two Parties and engaging in related commercial activities; and (b) for the purpose of developing and directing the operations of an enterprise in which they have invested, or in which they are actively in the process of investing, a substantial amount of capital.

2. Nationals of either Party, within the territories of the other Party, shall be permitted: (a) to enjoy liberty of conscience; (b) to hold both private and public religious services; (c) to gather and transmit material for dissemination to the public abroad; and (d) to communicate with other persons inside and outside such territories by mail, telegraph and other means open to general public use.

3. The provisions of the present Article shall be subject to the right of either Party to apply measures that are necessary to maintain public order and protect the public health, morals and safety.

### ARTICLE III

1. Nationals of either Party within the territories of the other Party shall be free from molestations of every kind, and shall receive the most constant protection and security, in no case less than that required by international law.

2. If, within the territories of either Party, a national of the other Party is taken into custody, the nearest consular representative of his country shall on the demand of such national be immediately notified and shall have the right to visit and communicate with such national. Such national shall: (a) receive reasonable and humane treatment; (b) be formally and immediately informed of the accusations against him; (c) be brought to trial with all convenient speed, with due consideration to the proper preparation of his defense; and (d) enjoy all means reasonably necessary to his defense, including the services of competent counsel of his choice.

### ARTICLE IV

1. Nationals of either Party shall be accorded national treatment in the application of laws and regulations within the territories of the other Party that establish a pecuniary compensation or other benefit or service, on account of disease, injury or death arising out of and in the course of employment or due to the nature of employment.

2. In addition to the rights and privileges provided in paragraph 1 of the present Article, nationals of either Party within the territories of the other Party shall be accorded national treatment in the application of laws and regulations establishing compulsory systems of social security, under which benefits are paid without an individual test of financial need; (a) against loss of wages or earnings due to old age, unemployment, sickness or disability, or (b) against loss of financial support due to the death of father, husband or other person on whom such support had depended.

### ARTICLE V

1. Nationals and companies of either Party shall be accorded national treatment and most-favored-nation treatment with respect to access to the courts of justice and to administrative tribunals and

agencies within the territories of the other Party, in all degrees of jurisdiction, both in pursuit and in defense of their rights. It is understood that companies of either Party not engaged in activities within the territories of the other Party shall enjoy such access therein without any requirement of registration or domestication.

2. Contracts entered into between nationals and companies of either Party and nationals and companies of the other Party, that provide for the settlement by arbitration of controversies, shall not be deemed unenforceable within the territories of such other Party merely on the grounds that the place designated for the arbitration proceedings is outside such territories or that the nationality of one or more of the arbitrators is not that of such other Party. No award duly rendered pursuant to any such contract, and final and enforceable under the laws of the place where rendered, shall be deemed invalid or denied effective means of enforcement within the territories of either Party merely on the grounds that the place where such award was rendered is outside such territories or that the nationality of one or more of the arbitrators is not that of such Party.

#### ARTICLE VI

1. Property of nationals and companies of either Party shall receive the most constant protection and security within the territories of the other Party.

2. The dwellings, offices, warehouses, factories and other premises of nationals and companies of either Party located within the territories of the other Party shall not be subject to molestation or to entry without just cause. Official searches and examinations of such premises and their contents, when necessary, shall be made only according to law and with careful regard for the convenience of the occupants and the conduct of business.

3. Neither Party shall take unreasonable or discriminatory measures that would impair the legally acquired rights or interests within its territories of nationals and companies of the other Party in the enterprises which they have established, in their capital, or in the skills, arts or technology which they have supplied.

4. Property of nationals and companies of either Party shall not be taken within the territories of the other Party except for a public purpose, nor shall it be taken without the prompt payment of just compensation. Such compensation shall be in an effectively realizable form and shall represent the full equivalent of the property taken; and adequate provision shall have been made at or prior to the time of taking for the determination and payment thereof.

5. Nationals and companies of either Party shall in no case be accorded, within the territories of the other Party, less than national treatment and most-favored-nation treatment with respect to the matters set forth in paragraphs 2 and 4 of the present Article. Moreover, enterprises in which nationals and companies of either Party have a substantial interest shall be accorded, within the territories

of the other Party, not less than national treatment and most-favored-nation treatment in all matters relating to the taking of privately owned enterprises into public ownership and to the placing of such enterprises under public control.

#### ARTICLE VII

1. Enterprises which nationals and companies of either Party are permitted to establish or acquire, within the territories of the other Party, shall be permitted freely to conduct their activities therein, upon terms no less favorable than other enterprises of whatever nationality engaged in similar activities. Such nationals and companies shall enjoy the rights to continued control and management of such enterprises, and to do all other things necessary or incidental to the effective conduct of their affairs.

2. Each Party reserves the right to limit the extent to which aliens may establish or acquire interests in enterprises engaged within its territories in activities for gain (business activities) provided that in any event not less than most-favored-nation treatment shall be accorded. However, new limitations imposed by either Party upon the extent to which alien nationals or companies are permitted to carry on such activities within its territories shall not be applied as against enterprises which are engaged in such activities therein at the time such limitations are adopted and which are owned or controlled by nationals and companies of the other Party.

#### ARTICLE VIII

1. Nationals and companies of either Party shall be permitted, in accordance with the applicable laws, to engage, within the territories of the other Party, accountants and other technical experts, executive personnel, attorneys, agents and other specialists of their choice. Moreover, such nationals and companies shall be permitted to engage accountants and other technical experts regardless of the extent to which they may have qualified for the practice of a profession within the territories of such other Party, for the particular purpose of making examinations, audits and technical investigations for, and rendering reports to, such nationals and companies in connection with the planning and operation of their enterprises, and enterprises in which they have a financial interest, within such territories.

2. Nationals and companies of either Party shall be accorded national treatment and most-favored-nation treatment with respect to engaging in scientific, educational, religious and philanthropic activities within the territories of the other Party, and shall be accorded the right to form associations for that purpose under the laws of such other Party. Nothing in the present Treaty shall be deemed to grant or imply any right to engage in political activities.

#### ARTICLE IX

1. Nationals and companies of either Party shall be accorded within the territories of the other Party:

- (a) national treatment with respect to leasing land, buildings and other real property appropriate to the conduct of activities in which they are permitted to engage pursuant to Articles VII and VIII and for residential purposes and with respect to occupying and using such property, and
- (b) other rights in real property permitted by the applicable laws of the other Party.

2. Nationals and companies of either Party shall be permitted freely to dispose of property within the territories of the other Party with respect to the acquisition of which through testate or intestate succession their alienage has prevented them from receiving national treatment, and they shall be permitted a term of at least five years in which to effect such disposition.

3. Nationals and companies of either Party shall be accorded within the territories of the other Party national treatment and most-favored-nation treatment with respect to acquiring, by purchase, lease or otherwise, and with respect to owning and possessing, personal property of all kinds, both tangible and intangible. However, either Party may impose restrictions on alien ownership of materials dangerous from the standpoint of public safety and alien ownership of interests in enterprises carrying on particular types of activity, but only to the extent that this can be done without impairing the rights and privileges secured by Article VII or by other provisions of the present Treaty.

4. Nationals and companies of either Party shall be accorded within the territories of the other Party national treatment and most-favored-nation treatment with respect to disposing of property of all kinds.

#### ARTICLE X

1. Nationals and companies of either Party shall be accorded, within the territories of the other Party, national treatment and most-favored-nation treatment with respect to obtaining and maintaining patents of invention, and with respect to rights in trademarks, trade names, trade labels and industrial property of every kind.

2. The Parties undertake to cooperate in furthering the interchange and use of scientific and technical knowledge, particularly in the interests of increasing productivity and improving standards of living within their respective territories.

#### ARTICLE XI

1. Nationals of either Party residing within the territories of the other Party, and companies of either Party engaged in trade or other

gainful pursuit or in scientific, educational, religious or philanthropic activities within the territories of the other Party, shall not be subject to the payment of taxes, fees or charges imposed upon or applied to income, capital, transactions, activities or any other object, or to requirements with respect to the levy and collection thereof, within the territories of such other Party, more burdensome than those borne by nationals and companies of such other Party.

2. With respect to nationals of either Party who are not resident within the territories of the other Party, and with respect to companies of either Party which are not engaged in trade or other gainful pursuit within the territories of the other Party, it shall be the aim of such other Party to apply in general the principle set forth in paragraph 1 of the present Article.

3. Nationals and companies of either Party shall in no case be subject, within the territories of the other Party, to the payment of taxes, fees or charges imposed upon or applied to income, capital, transactions, activities or any other object, or to requirements with respect to the levy and collection thereof, more burdensome than those borne by nationals, residents and companies of any third country.

4. In the case of companies of either Party engaged in trade or other gainful pursuit within the territories of the other Party, and in the case of nationals of either Party engaged in trade or other gainful pursuit within the territories of the other Party but not resident therein, such other Party shall not impose or apply any tax, fee or charge upon any income, capital or other basis in excess of that reasonably allocable or apportionable to its territories, nor grant deductions and exemptions less than those reasonably allocable or apportionable to its territories. A comparable rule shall apply also in the case of companies organized and operated exclusively for scientific, educational, religious and philanthropic purposes.

5. Each Party reserves the right to: (a) extend specific tax advantages on the basis of reciprocity; (b) accord special tax advantages by virtue of agreements for the avoidance of double taxation or the mutual protection of revenue; and (c) apply special provisions in allowing, to nonresidents, exemptions of a personal nature in connection with income and inheritance taxes.

## ARTICLE XII

1. Nationals and companies of either Party shall be accorded by the other Party national treatment and most-favored-nation treatment with respect to payments, remittances and transfers of funds or financial instruments between the territories of the two Parties as well as between the territories of such other Party and of any third country.

2. Neither Party shall impose exchange restrictions as defined in paragraph 5 of the present Article except to the extent necessary

to prevent its monetary reserves from falling to a low level, to effect an increase in the reserves in order to bring them up to an adequate level, or both. It is understood that the provisions of the present Article do not alter the obligations either Party may have to the International Monetary Fund or preclude imposition of particular restrictions whenever the Fund specifically authorizes or requests a Party to impose such particular restrictions.

3. If either Party imposes exchange restrictions in accordance with paragraph 2 of the present Article, it shall, after making whatever provision may be necessary to assure the availability of foreign exchange for goods and services essential to the health and welfare of its people, make reasonable provision for the withdrawal, in foreign exchange in the currency of the other Party, of: (a) the compensation referred to in Article VI, paragraph 4, (b) earnings, whether in the form of salaries, interest, dividends, commissions, royalties, payments for technical services, or otherwise, and (c) amounts for amortization of loans, depreciation of direct investments, and capital transfers, giving consideration to special needs for other transactions. If more than one rate of exchange is in force, the rate applicable to such withdrawals shall be a rate which is specifically approved by the International Monetary Fund for such transactions or, in the absence of a rate so approved, an effective rate which, inclusive of any taxes or surcharges on exchange transfers, is just and reasonable.

4. Exchange restrictions shall not be imposed by either Party in a manner unnecessarily detrimental or arbitrarily discriminatory to the claims, investments, transport, trade, and other interests of the nationals and companies of the other Party, nor to the competitive position thereof.

5. The term "exchange restrictions" as used in the present Article includes all restrictions, regulations, charges, taxes, or other requirements imposed by either Party which burden or interfere with payments, remittances or transfers of funds or of financial instruments between the territories of the two Parties.

6. Each Party shall afford the other Party adequate opportunity for consultation at any time regarding application of the present Article.

### ARTICLE XIII

Commercial travellers representing nationals and companies of either Party engaged in business within the territories thereof shall, upon their entry into and departure from the territories of the other Party and during their sojourn therein, be accorded most-favored-nation treatment in respect of the customs and other matters, including, subject to the exceptions in paragraph 5 of Article XI, taxes and charges applicable to them, their samples and the taking of orders, and regulations governing the exercise of their functions.

## ARTICLE XIV

1. Each Party shall accord most-favored-nation treatment to products of the other Party, from whatever place and by whatever type of carrier arriving, and to products destined for exportation to the territories of such other Party, by whatever route and by whatever type of carrier, with respect to customs duties and charges of any kind imposed on or in connection with importation or exportation or imposed on the international transfer of payments for imports or exports, and with respect to the method of levying such duties and charges, and with respect to all rules and formalities in connection with importation and exportation.

2. Neither Party shall impose restrictions or prohibitions on the importation of any product of the other Party, or on the exportation of any product to the territories of the other Party, unless the importation of the like product of, or the exportation of the like product to, all third countries is similarly restricted or prohibited.

3. If either Party imposes quantitative restrictions on the importation and exportation of any product in which the other Party has an important interest:

- (a) it shall to the extent practicable give prior public notice of the total amount of the product, by quantity or value, that may be imported or exported during a specified period, and of any change in such amount or period;
- (b) in case public notice of permitted imports or exports is not practicable, it shall provide to the other Party, upon request, all relevant information concerning the administration of the restrictions; and
- (c) if it makes allotments to any third country, it shall afford such other Party a share proportionate to the amount of the product, by quantity or value supplied by or to it during a previous representative period, due consideration being given to any special factors affecting the trade in such product.

4. Either Party may impose prohibitions or restrictions on sanitary or other customary grounds of a noncommercial nature, or in the interest of preventing deceptive or unfair practices, provided such prohibitions or restrictions do not arbitrarily discriminate against the commerce of the other Party.

5. Nationals and companies of either Party shall be accorded national treatment and most-favored-nation treatment by the other Party with respect to all matters relating to importation and exportation.

6. The provisions of the present Article shall not apply to advantages accorded by either Party:

- (a) to products of its national fisheries;
  - (b) to adjacent countries in order to facilitate frontier traffic; or
  - (c) by virtue of a customs union or free-trade area of which it may become a member, so long as it informs the other Party of its plans and affords such other Party adequate opportunity for consultation.
7. Notwithstanding the provisions of paragraphs 2 and 3(c) of the present Article, a Party may apply restrictions or controls on importation and exportation of goods that have effect equivalent to, or which are necessary to make effective, exchange restrictions applied pursuant to Article XII. However, such restrictions or controls shall depart no more than necessary from the aforesaid paragraphs and shall be conformable with a policy designed to promote the maximum development of nondiscriminatory foreign trade and to expedite the attainment both of a balance-of-payments position and of monetary reserves which will obviate the necessity for such restrictions.

#### **ARTICLE XV**

1. Each Party shall promptly publish laws, regulations and administrative rulings of general application pertaining to rates of duty, taxes or other charges, to the classification of articles for customs purposes, and to requirements or restrictions on imports and exports or the transfer of payments therefor, or affecting their sale, distribution or use; and shall administer such laws, regulations and rulings in a uniform, impartial and reasonable manner. As a general practice, new administrative requirements or restrictions affecting imports, with the exception of those relating to customs duties and internal revenue taxes and with the exception of requirements and restrictions imposed on sanitary grounds or for reasons of public safety, shall not go into effect before the expiration of 30 days after publication, or alternatively, shall not apply to products en route at time of publication.

2. Each Party shall provide an appeals procedure under which nationals and companies of the other Party, and importers of products of such other Party, shall be able to obtain prompt and impartial review, and correction when warranted, of administrative action relating to customs matters, including the imposition of fines and penalties, confiscations, and rulings on questions of customs classification and valuation by the administrative authorities. Penalties imposed for infractions of the customs and shipping laws and regulations shall be merely nominal in cases resulting from clerical errors or when good faith can be demonstrated.

#### **ARTICLE XVI**

1. Products of either Party shall be accorded, within the territories of the other Party, national treatment and most-favored-nation treat-

ment in all matters affecting internal taxation, sale, distribution, storage and use.

2. Articles produced by nationals and companies of either Party within the territories of the other Party, or by companies of the latter Party controlled by such nationals and companies, shall be accorded therein treatment no less favorable than that accorded to like articles of national origin by whatever person or company produced, in all matters affecting exportation, taxation, sale, distribution, storage and use.

#### **ARTICLE XVII**

1. Each Party undertakes:

- (a) that enterprises owned or controlled by its Government, and that monopolies or agencies granted exclusive or special privileges within its territories, shall make their purchases and sales involving either imports or exports affecting the commerce of the other Party solely in accordance with commercial considerations, including price, quality, availability, marketability, transportation and other conditions of purchase or sale; and
- (b) that the nationals, companies and commerce of such other Party shall be afforded adequate opportunity, in accordance with customary business practice, to compete for participation in such purchases and sales.

2. Each Party shall accord to the nationals, companies and commerce of the other Party fair and equitable treatment, as compared with that accorded to the nationals, companies and commerce of any third country, with respect to:

- (a) the governmental purchase of supplies,
- (b) the awarding of concessions and other government contracts, and
- (c) the sale of any service sold by the Government or by any monopoly or agency granted exclusive or special privileges.

#### **ARTICLE XVIII**

1. The two Parties agree that business practices which restrain competition, limit access to markets or foster monopolistic control, and which are engaged in or made effective by one or more private or public commercial enterprises or by combination, agreement or other arrangement among such enterprises, may have harmful effects upon commerce between their respective territories. Accordingly, each Party agrees upon the request of the other Party to consult with respect to any such practices and to take such measures as it deems appropriate with a view to eliminating such harmful effects.

2. The Parties recognize that conditions of competitive equality should be maintained in situations in which publicly owned or controlled trading or manufacturing enterprises of either Party engage in competition, within the territories thereof, with privately owned and controlled enterprises of nationals and companies of the other Party. Accordingly, such private enterprises shall, in such situations, be entitled to the benefit of any special advantages of an economic nature accorded such public enterprises, whether in the nature of subsidies, tax exemptions or otherwise. The foregoing rule shall not apply, however, to special advantages given in connection with:

- (a) manufacturing goods for government use, or supplying goods and services to the Government for government use; or
- (b) supplying, at prices substantially below competitive prices, the needs of particular population groups for essential goods and services not otherwise practically obtainable by such groups.

#### ARTICLE XIX

There shall be freedom of transit through the territories of each Party by the routes most convenient for international transit:

- (a) for nationals of the other Party, together with their baggage;
- (b) for other persons, together with their baggage, en route to or from the territories of such other Party; and
- (c) for products of any origin en route to or from the territories of such other Party.

Such persons and things in transit shall be exempt from customs duties, from duties imposed by reason of transit, and from unreasonable charges and requirements; and shall be free from unnecessary delays and restrictions. They shall, however, be subject to measures referred to in paragraph 3 of Article II, and to nondiscriminatory regulations necessary to prevent abuse of the transit privilege.

#### ARTICLE XX

1. The present Treaty shall not preclude the application of measures:

- (a) regulating the importation or exportation of gold or silver;
- (b) relating to fissionable materials, to radioactive by-products of the utilization or processing thereof, or to materials that are the source of fissionable materials;
- (c) regulating the production of or traffic in arms, ammunition and implements of war, or traffic in other materials carried on directly or indirectly for the purpose of supplying a military establishment;

- (d) necessary to fulfill the obligations of a Party for the maintenance or restoration of international peace and security, or necessary to protect its essential security interests; and
- (e) denying to any company in the ownership or direction of which nationals of any third country or countries have directly or indirectly the controlling interest, the advantages of the present Treaty, except with respect to recognition of juridical status and with respect to access to courts.

2. The most-favored-nation provisions of the present Treaty relating to the treatment of goods shall not apply to advantages accorded by the United States of America or its Territories and possessions to one another, to the Republic of Cuba, to the Republic of the Philippines, to the Trust Territory of the Pacific Islands or to the Panama Canal Zone.

3. The provisions of the present Treaty relating to the treatment of goods shall not preclude action by either Party which is required or specifically permitted by the General Agreement on Tariffs and Trade during such time as such Party is a contracting party to the General Agreement. Similarly, the most-favored-nation provisions of the present Treaty shall not apply to special advantages accorded by virtue of the aforesaid Agreement.

4. The most-favored-nation treatment provisions of the present Treaty shall not apply to special advantages permitted by the General Agreement on Tariffs and Trade [¹] and accorded by the provisions of any agreement made by either Party with a third country before the coming into force of the present Treaty or an agreement made renewing or continuing any special advantages previously accorded.

5. Nationals of either Party admitted into the territories of the other Party for limited purposes shall not enjoy rights to engage in gainful occupations in contravention of limitations expressly imposed, according to law, as a condition of their admittance.

#### ARTICLE XXI

1. The term "national treatment" means treatment accorded within the territories of a Party upon terms no less favorable than the treatment accorded therein, in like situations, to nationals, companies, products or other objects, as the case may be, of such Party.

2. The term "most-favored-nation treatment" means treatment accorded within the territories of a Party upon terms no less favorable than the treatment accorded therein, in like situations, to nationals, companies, products or other objects, as the case may be, of any third country.

3. As used in the present Treaty, the term "companies" means corporations, partnerships, companies and other associations, whether or not with limited liability and whether or not for pecuniary profit. Companies constituted under the applicable laws and regulations

<sup>¹</sup> TIAS 1700; 61 Stat. pts. 5 and 6.

within the territories of either Party shall be deemed companies thereof and shall have their juridical status recognized within the territories of the other Party.

4. National treatment accorded under the provisions of the present Treaty to companies of Pakistan shall, in any State, Territory or possession of the United States of America, be the treatment accorded therein to companies created or organized in other States, Territories, and possessions of the United States of America.

#### ARTICLE XXII

The territories to which the present Treaty extends shall comprise all areas of land and water under the sovereignty or authority of each Party, other than the Panama Canal Zone and the Trust Territory of the Pacific Islands.

#### ARTICLE XXIII

1. Each Party shall accord sympathetic consideration to, and shall afford adequate opportunity for consultation regarding, such representations as the other Party may make with respect to any matter affecting the operation of the present Treaty.

2. Any dispute between the Parties as to the interpretation or application of the present Treaty, not satisfactorily adjusted by diplomacy, shall be submitted to the International Court of Justice, unless the Parties agree to settlement by some other pacific means.

#### ARTICLE XXIV

1. The present Treaty shall be ratified, and the instruments of ratification thereof shall be exchanged at Karachi as soon as possible.

2. The present Treaty shall enter into force [¹] one month after the day of exchange of instruments of ratification. It shall remain in force for ten years and shall continue in force thereafter until terminated as provided herein.

3. Either Party may, by giving one year's written notice to the other Party, terminate the present Treaty at the end of the initial ten-year period or at any time thereafter.

IN WITNESS WHEREOF the respective Plenipotentiaries have signed the present Treaty and have affixed hereunto their seals.

DONE in duplicate at Washington, this twelfth day of November, one thousand nine hundred fifty-nine.

FOR THE UNITED STATES OF AMERICA:

[SEAL]

CHRISTIAN A. HERTER

FOR PAKISTAN:

[SEAL]

ZULFIKAR ALI BHUTTO

<sup>1</sup> Feb. 12, 1961.

## PROTOCOL

At the time of signing the Treaty of Friendship and Commerce between the United States of America and Pakistan the undersigned Plenipotentiaries, duly authorized by their respective Governments, have further agreed on the following provisions, which shall be considered integral parts of the aforesaid Treaty:

1. The provisions of Article II, paragraph 1(b), shall be construed as extending to a national of either Party seeking to enter the territories of the other Party solely for the purpose of developing and directing the operations of an enterprise in the territories of such other Party in which his employer has invested or is actively in the process of investing a substantial amount of capital, provided that such employer is a national or company of the same nationality as the applicant and that the applicant is employed by such national or company in a responsible capacity.
2. The term "access" as used in Article V, paragraph 1, comprehends, among other things, legal aid and security for costs and judgment.
3. The provisions of Article VI, paragraph 4, providing for the payment of compensation shall extend to interests held directly or indirectly by nationals and companies of either Party in property which is taken within the territories of the other Party.
4. With reference to Article VII, paragraph 2, either Party may require that rights to engage in mining on the public domain shall be dependent on reciprocity.
5. The provision for most-favored-nation treatment in Article VII, paragraph 2, shall not apply to the practice of professions.
6. The provisions of Article XI, paragraph 1, shall not prevent a Party from granting an adjustment in the income tax or corporation tax payable by companies which declare and pay dividends within its territories.
7. Nothing in the present Treaty shall be construed to supersede any provision of the Convention between Pakistan and the United States of America with respect to taxes on income, signed at Washington July 1, 1957, and instruments of ratification exchanged at Karachi on May 21, 1959.
8. The treatment provided in Article XII, paragraph 1, as clarified by reference to Article XXI, paragraphs 1 and 2, has only in view to preclude discrimination on the ground of nationality of persons and companies and does not, for instance, preclude special arrangements providing more favorable treatment for transactions in certain currencies than for transactions in other currencies for balance-of-payments reasons, or the application of residence requirements.
9. With reference to Article XIV, paragraph 3(b), the Party applying restrictions may withhold from the other Party, for such period

as may be necessary to assure success of the policy of restriction, any information the premature disclosure of which might endanger such policy.

10. The provisions of Article XX, paragraph 2, shall apply in the case of Puerto Rico regardless of any change that may take place in its political status.

11. Article XXII does not apply to territories under the authority of either Party solely as a military base or by reason of temporary military occupation.

IN WITNESS WHEREOF the respective Plenipotentiaries have signed this Protocol and have affixed hereunto their seals.

DONE in duplicate at Washington, this twelfth day of November, one thousand nine hundred fifty-nine.

FOR THE UNITED STATES OF AMERICA:

[SEAL] CHRISTIAN A. HERTER

FOR PAKISTAN:

[SEAL] ZULFIKAR ALI BHUTTO

WHEREAS the Senate of the United States of America by their resolution of August 17, 1960, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said treaty, together with the said protocol;

WHEREAS the said treaty, together with the said protocol, was ratified by the President of the United States of America on August 29, 1960, in pursuance of the said advice and consent of the Senate and was duly ratified on the part of the Government of Pakistan;

WHEREAS the respective instruments of ratification of the said treaty and protocol were duly exchanged at Karachi on January 12, 1961;

AND WHEREAS it is provided in Article XXIV of the said treaty that the treaty shall enter into force one month after the day of exchange of instruments of ratification and in the said protocol that the provisions thereof shall be considered integral parts of the treaty;

Now, THEREFORE, be it known that I, John F. Kennedy, President of the United States of America, do hereby proclaim and make public the said treaty, together with the said protocol, to the end that the same and every article and clause thereof may be observed and fulfilled in good faith on and after February 12, 1961, one month after the day of exchange of instruments of ratification, 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 hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this first day of February in the year of our Lord one thousand nine hundred and sixty-[SEAL] one and of the Independence of the United States of America the one hundred eighty-fifth.

JOHN F. KENNEDY

By the President:

DEAN RUSK

*Secretary of State*

# UNITED ARAB REPUBLIC

## Surplus Agricultural Commodities [<sup>1</sup>]

*Agreement amending the agreement of August 1, 1960, as amended.*

*Effectuated by exchange of notes*

*Signed at Cairo February 13, 1961;*

*Entered into force February 13, 1961.*

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*The American Ambassador to the Minister of Economy of the United Arab Republic*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
Cairo, February 13, 1961.

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement of August 1, 1960, as amended January 16, 1961,[<sup>2</sup>] between the Government of the United States of America and the Government of the United Arab Republic.

The Government of the United States of America, in response to the request of the Government of the United Arab Republic, proposes further to amend Article II of the Agreement as follows:

1. In paragraph 1(c) change "\$40.8 million" to "\$31.4 million."
2. Add a new paragraph 1(D) to read as follows: "For a grant to the Government of the United Arab Republic under Section 104(e) of the Act, the Egyptian pound equivalent of not more than \$9.4 million, for financing such projects to promote balanced economic development as may from time to time be mutually agreed."
3. In paragraph 2 for "65 percent of the excess will be available for a loan under Section 104(g)" substitute "50 percent of the excess will be available for a loan under Section 104(g), 15 percent for a grant under Section 104(e)."

Except as provided herein the provisions of the Agreement of August 1, 1960, as amended, shall remain unchanged.

If the foregoing is acceptable to Your Excellency's Government, it is proposed that this note together with Your Excellency's affirma-

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<sup>1</sup> Also TIAS 4762, 4790, 4844; *post*, pp. 628, 883, 1240.

<sup>2</sup> TIAS 4542, 4647; 11 UST 1931; *ante*, p. 56.

tive reply shall constitute an Agreement between our two Governments on this matter to enter into force on the date of Your Excellency's note in reply.

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

G. FREDERICK REINHARDT

His Excellency

ABDEL MONEIM EL-KAISSOUNI,  
*Minister of Economy of the  
United Arab Republic,  
Cairo.*

*The Minister of Economy of the United Arab Republic to the  
American Ambassador*

UNITED ARAB REPUBLIC  
CENTRAL MINISTRY OF ECONOMY

OFFICE OF THE MINISTER

CAIRO, February 13, 1961

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of February 13, 1961, which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement of August 1, 1960, as amended January 16, 1961, between the Government of the United States of America and the Government of the United Arab Republic.

"The Government of the United States of America, in response to the request of the Government of the United Arab Republic, proposes further to amend Article II of the Agreement as follows:

"1. In paragraph 1(C) change "\$40.8 million" to "\$31.4 million."

"2. Add a new paragraph 1(D) to read as follows: "For a grant to the Government of the United Arab Republic under Section 104(e) of the Act, the Egyptian pound equivalent of not more than \$9.4 million, for financing such projects to promote balanced economic development as may from time to time be mutually agreed".

"3. In paragraph 2 for "65 percent of the excess will be available for a loan under Section 104(g)" substitute "50 percent of the excess will be available for a loan under Section 104(g), 15 percent for a grant under Section 104(e)".

"Except as provided herein the provisions of the Agreement of August 1, 1960, as amended, shall remain unchanged.

"If the foregoing is acceptable to Your Excellency's Government, it is proposed that this note together with Your Excellency's affirma-

tive reply shall constitute an Agreement between our two Governments on this matter to enter into force on the date of Your Excellency's note in reply."

I have the honor to inform Your Excellency that the terms of the foregoing note are acceptable to the Government of the United Arab Republic and that the Government of the United Arab Republic considers Your Excellency's note and the present reply as constituting an agreement between our two Governments on this subject, the agreement to enter into force on today's date.

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

KAISSOUNI

His Excellency

G. FREDERICK REINHARDT,  
*Ambassador of the  
United States of America,  
Cairo.*



# ITALY

## Friendship, Commerce and Navigation

*Agreement supplementing the treaty of February 2, 1948.*

*Signed at Washington September 26, 1951;*

*Ratification advised by the Senate of the United States of America, with an understanding, July 21, 1953;*

*Ratified by the President of the United States of America with said understanding, September 22, 1960;*

*Ratified by Italy October 28, 1960;*

*Instruments of ratification exchanged at Washington March 2, 1961;*

*Proclaimed by the President of the United States of America March 8, 1961;*

*Entered into force March 2, 1961.*

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BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

### A PROCLAMATION

WHEREAS an agreement supplementing the treaty of friendship, commerce and navigation between the United States of America and the Italian Republic was signed at Washington on September 26, 1951, the original of which agreement, in the English and Italian languages, is word for word as follows:

**AGREEMENT SUPPLEMENTING THE TREATY OF FRIENDSHIP, COMMERCE AND NAVIGATION BETWEEN THE UNITED STATES OF AMERICA AND THE ITALIAN REPUBLIC**

The United States of America and the Italian Republic, desirous of giving added encouragement to investments of the one country in useful undertakings in the other country, and being cognizant of the contribution which may be made toward this end by amplification of the principles of equitable treatment set forth in the Treaty of Friendship, Commerce and Navigation signed at Rome on February 2, 1948,<sup>[1]</sup> have resolved to conclude a supplementary Agreement, and for that purpose have appointed as their Plenipotentiaries,

The President of the United States of America:

Dean Acheson, Secretary of State of the United States of America,  
and

The President of the Italian Republic:

Giuseppe Pella, Minister of the Budget of the Italian Republic,

Who, having communicated to each other their full powers found to be in due form, have agreed as follows:

*Article I*

The nationals, corporations and associations of either High Contracting Party shall not be subjected to arbitrary or discriminatory measures within the territories of the other High Contracting Party resulting particularly in: (a) preventing their effective control and management of enterprises which they have been permitted to establish or acquire therein; or, (b) impairing their other legally acquired rights and interests in such enterprises or in the investments which they have made, whether in the form of funds (loans, shares or otherwise), materials, equipment, services, processes, patents, techniques or otherwise. Each High Contracting Party undertakes not to discriminate against nationals, corporations and associations of the other High Contracting Party as to their obtaining under normal terms the capital, manufacturing processes, skills and technology which may be needed for economic development.

*Article II*

With reference to Article I, paragraph 2 (c), of the said Treaty of Friendship, Commerce and Navigation, laws regarding qualifications for the practice of a profession shall not prevent the nationals, corporations and associations of either High Contracting Party from engaging,

<sup>1</sup> TIAS 1965; 63 Stat., pt. 2, p. 2255.

**ACCORDO INTEGRATIVO DEL TRATTATO DI AMICIZIA,  
COMMERCIO E NAVIGAZIONE TRA GLI STATI UNITI  
D'AMERICA E LA REPUBBLICA ITALIANA**

Gli Stati Uniti d'America e la Repubblica Italiana, desiderando dare ulteriore incoraggiamento agli investimenti di capitali in imprese di riconosciuta utilità da un Paese all'Altro e consapevoli del contributo che a tal fine può essere costituito dall'ampliare i principi di equo trattamento enunciati con il Trattato di Amicizia, Commercio e Navigazione, firmato a Roma il 2 febbraio 1948, hanno stabilito di concludere un accordo integrativo e a tale scopo hanno nominato come loro Plenipotenziari,

Il Presidente degli Stati Uniti d'America:

Dean Acheson, Segretario di Stato degli Stati Uniti d'America, e

Il Presidente della Repubblica Italiana:

Giuseppe Pella, Ministro del Bilancio della Repubblica Italiana,

I quali, avendo notificato l'un l'altro i loro pieni poteri ed avendoli trovati nelle forme dovute, hanno concordato sui seguenti articoli:

*Articolo I*

I cittadini e le persone giuridiche ed associazioni di ciascuna Alta Parte Contraente non saranno sottoposti nei territori dell'altra Alta Parte Contraente a misure arbitrarie o discriminatorie che abbiano in particolare per conseguenza: (a) d'impedire il loro effettivo controllo e l'amministrazione delle imprese che essi abbiano ricevuto il permesso di stabilire o di acquistare; oppure, (b) di pregiudicare altri loro diritti ed interessi relativamente a tali imprese od investimenti da essi effettuati sotto forma di apporto di fondi (prestiti, partecipazioni azionarie o altro), materiali, macchinari, servizi, processi di produzione, patenti, ritrovati tecnici o altro. Ciascuna Alta Parte Contraente si impegna a non agire in maniera discriminatoria nei riguardi di cittadini e persone giuridiche ed associazioni dell'altra Alta Parte Contraente così che essi possano ottenere a condizioni normali i capitali, i procedimenti ed i ritrovati tecnici occorrenti per lo sviluppo economico.

*Articolo II*

Con riferimento all'Articolo I, paragrafo 2 (c), del predetto Trattato di Amicizia, Commercio e Navigazione, la legislazione relativa ai requisiti per l'esercizio di una professione non impedirà ai cittadini e alle persone giuridiche ed associazioni di ciascuna Alta Parte Con-

or contracting for the services of, technical and administrative experts for the particular purpose of making, exclusively within the enterprise, examinations, audits and technical investigations for, and rendering reports to, such nationals, corporations and associations in connection with the planning and operation of their enterprise, and enterprises in which they have a financial interest, within the territories of the other High Contracting Party.

### *Article III*

1. Regarding the transferability of capital invested by nationals, corporations and associations of either High Contracting Party in the territories of the other, and the returns thereon, the High Contracting Parties undertake to grant each other the most liberal treatment practicable.

2. Each High Contracting Party will permit the nationals, corporations and associations of the other High Contracting Party to transfer freely, by obtaining exchange in the currency of their own country:

(a) Earnings, whether in the form of salaries, interest, dividends, commissions, royalties, payments for technical services, or otherwise, and funds for amortization of loans and depreciation of direct investments, and

(b) Funds for capital transfers.

If more than one rate of exchange is in force, the rate applicable to transfers referred to in the present paragraph shall be a rate which is specifically approved by the International Monetary Fund [1] for such transactions or, in the absence of such specifically approved rate, an effective rate which, inclusive of any tax or surcharges on exchange transfers, is just and reasonable.

### *Article IV*

1. Notwithstanding the provisions of Article III of the present Agreement, each High Contracting Party shall retain the right, in periods of foreign exchange stringency, to apply: (a) exchange restrictions to the extent necessary to assure the availability of foreign exchange for payments for goods and services essential to the health and welfare of its people; (b) exchange restrictions to the extent necessary to prevent its monetary reserves from falling to a very low level or to effect a moderate increase in very low monetary reserves; and (c) particular exchange restrictions specifically authorized or requested by the International Monetary Fund. In the event that either High Contracting Party applies exchange restrictions, it shall within a period of three months make reasonable and specific provisions for the transfers referred to in Article III, paragraph 2 (a), together

<sup>1</sup> TIAS 1501; 60 Stat. 1401.

traente di assumere esperti tecnici ed amministrativi, o stipulare con essi contratti per l'utilizzazione dei loro servizi, per il particolare scopo di effettuare, esclusivamente nell'ambito dell'impresa, esami, ispezioni contabili ed indagini tecniche, nonchè di redigere relazioni, per detti cittadini e persone giuridiche ed associazioni, in correlazione con la progettazione e il funzionamento delle loro imprese, e di quelle nelle quali essi abbiano una partecipazione finanziaria, nei territori dell'altra Alta Parte Contraente.

### *Articolo III*

1. Circa la trasferibilità dei capitali investiti dai cittadini e dalle persone giuridiche ed associazioni di una delle Alte Parti Contraenti nei territori dell'altra e dei redditi derivanti da tali investimenti, le Alte Parti Contraenti si impegnano ad accordarsi l'un l'altra il trattamento più liberale possibile.

2. Ciascuna Alta Parte Contraente permetterà ai cittadini e alle persone giuridiche ed associazioni dell'altra Alta Parte Contraente di trasferire liberamente, ottenendo la valuta del proprio paese:

(a) I redditi, sia in forma di salari, interessi, dividendi, commissioni, diritti di privativa industriale, pagamenti per servizi tecnici, sia di altra natura, o i fondi per l'ammortizzamento dei prestiti e il deprezzamento degli investimenti diretti, e

(b) I fondi per trasferimenti di capitali.

Se è in vigore più di un tasso di cambio, il tasso applicabile ai trasferimenti di cui al presente paragrafo sarà il tasso che sia specificatamente approvato dal Fondo Monetario Internazionale per tali transazioni oppure, in mancanza di tale tasso di cambio specificatamente approvato, un tasso di cambio effettivo che, compresa qualsiasi tassa o sopratassa sui trasferimenti di valuta, sia equo e ragionevole.

### *Articolo IV*

1. Nonostante le disposizioni di cui all'Articolo III del presente Accordo, ciascuna Alta Parte Contraente conserva il diritto, in periodi di difficoltà valutarie, di applicare: (a) restrizioni di cambio fino al limite necessario per assicurare la disponibilità di valuta estera per il pagamento di beni e servizi essenziali alla salute e al benessere della propria popolazione; (b) restrizioni di cambio fino al limite necessario per prevenire la diminuzione delle riserve monetarie a un livello molto basso o per produrre un moderato aumento di reserve monetarie molto basse; e (c) particolari restrizioni di cambio specificatamente autorizzate o richieste dal Fondo Monetario Internazionale. Nella eventualità che ciascuna Alta Parte Contraente applichi restrizioni di cambio essa dovrà, nel termine di tre mesi, adottare ragionevoli, specifiche misure per i trasferimenti di cui all'Articolo III, paragrafo

with such provisions for the transfers referred to in Article III, paragraph 2 (b), as may be feasible, giving consideration to special needs for other transactions, and shall afford the other High Contracting Party adequate opportunity for consultation at any time regarding such provisions and other matters affecting such transfers. Such provisions shall be reviewed in consultation with such other High Contracting Party at intervals of not more than twelve months.

2. The provisions of the present Article, rather than those of Article XXIV, paragraph 1 (f), of the said Treaty, shall govern as to the matters treated in the present Agreement.

#### *Article V*

In addition, and without prejudice to the other provisions of the present Agreement or of the said Treaty, there shall be applied to the investments made in Italy the regulations covering the special advantages set forth in the fields of taxation, customs and transportation rates, for the industrialization of Southern Italy under Law No. 1598 of December 14, 1948, and for the development of the Apuanian industrial area and the industrial areas of Verona, Gorizia, Trieste, Leghorn, Marghera, Bolzano and other areas covered by the Italian legislation now existing or which may in the future be adopted.

#### *Article VI*

The clauses of contracts entered into between nationals, corporations and associations of either High Contracting Party, and nationals, corporations and associations of the other High Contracting Party, that provide for the settlement by arbitration of controversies, shall not be deemed unenforceable within the territories of the other High Contracting Party merely on the grounds that the place designated for the arbitration proceedings is outside such territories, or that the nationality of one or more of the arbitrators is not that of such other High Contracting Party. No award duly rendered pursuant to any such contractual clause, which is final and enforceable under the laws of the place where rendered, shall be deemed invalid or denied effective means of enforcement within the territories of either High Contracting Party merely on the grounds that the place where such award was rendered is outside such territories or that the nationality of one or more of the arbitrators is not that of such High Contracting Party. It is understood that nothing herein shall be construed to entitle an award to be executed within the territories of either High Contracting Party until after it has been duly declared enforceable therein.

#### *Article VII*

1. The two High Contracting Parties, in order to prevent gaps in the social insurance protection of their respective nationals who at different times accumulate substantial periods of coverage under

2 (a), e, nei limiti del possibile, per i trasferimenti di cui all'Articolo III, paragrafo 2 (b), tenendo presente le speciali esigenze in relazione ad altre transazioni, e fornirà all'altra Alta Parte Contraente adeguata opportunità per consultazione in ogni momento circa tali misure ed altre questioni relative ai trasferimenti stessi. Tali misure saranno riesaminate in consultazione con l'altra Alta Parte Contraente ad intervalli non maggiori di dodici mesi.

2. Le disposizioni del presente Articolo, piuttosto che quelle dell'Articolo XXIV, paragrafo 1 (f), del predetto Trattato, regoleranno le questioni di cui al presente Accordo.

#### *Articolo V*

In aggiunta, e senza pregiudizio delle altre disposizioni del presente Accordo o del predetto Trattato, saranno applicate agli investimenti eseguiti in Italia le norme relative alle speciali agevolazioni previste in materia fiscale, doganale e di tariffe dei trasporti, per l'industrializzazione dell'Italia Meridionale (legge del 14 dicembre 1948 N.1598), e per lo sviluppo della zona industriale Apuana e di quelle di Verona, Gorizia, Trieste, Livorno, Marghera, Bolzano ed altre contemplate dalla legislazione italiana attualmente in vigore o che possa essere adottata in futuro.

#### *Articolo VI*

Le clausole dei contratti stipulati tra i cittadini e le persone giuridiche ed associazioni di ciascuna Alta Parte Contraente ed i cittadini, le persone giuridiche ed associazioni dell'altra Alta Parte Contraente, che prevedono il regolamento delle controversie a mezzo di arbitrato non saranno ritenute invalide ai fini dell'esecuzione nei territori dell'altra Alta Parte Contraente unicamente perchè il luogo designato per la procedura di arbitrato è al di fuori di tali territori, o perchè la nazionalità di uno o più degli arbitri non è quella di tale altra Alta Parte Contraente. Nessuna decisione debitamente resa in conformità a tale clausola arbitrale, che sia definitiva e suscettibile di esecuzione in base alla legislazione del luogo ove è resa, sarà ritenuta invalida o non suscettibile di esecuzione nei territori di ciascuna Alta Parte Contraente, unicamente perchè il luogo ove tale decisione è stata resa è al di fuori di tali territori o perchè la nazionalità di uno o più degli arbitri non è quella di tale Alta Parte Contraente. Nulla nel presente articolo deve essere interpretato in modo che una decisione arbitrale possa divenire esecutiva nei territori di ciascuna Alta Parte Contraente prima di esservi stata debitamente deliberata.

#### *Articolo VII*

1. Le due Alte Parti Contraenti, allo scopo di eliminare le lacune nel sistema delle assicurazioni sociali a protezione dei rispettivi cittadini che in diverse epoche abbiano cumulato apprezzabili

the principal old-age and survivors insurance system of one High Contracting Party and also under the corresponding system of the other High Contracting Party, declare their adherence to a policy of permitting all such periods to be taken into account under either such system in determining the rights of such nationals and of their families. The High Contracting Parties will make the necessary arrangements<sup>[1]</sup> to carry out this policy in accordance with the following principles:

(a) Such periods of coverage shall be combined only to the extent that they do not overlap or duplicate each other, and only insofar as both systems provide comparable types of benefits.

(b) In cases where an individual's periods of coverage are combined, the amount of benefits, if any, payable to him by either High Contracting Party shall be determined in such a manner as to represent, so far as practicable and equitable, that proportion of the individual's combined coverage which was accumulated under the system of that High Contracting Party.

(c) An individual may elect to have his right to benefits, and the amount thereof, determined without regard to the provisions of the present paragraph.

Such arrangements may provide for the extension of the present paragraph to one or more special old-age and survivors insurance systems of either High Contracting Party, or to permanent or extended disability insurance systems of either High Contracting Party.

2. At such time as the Maintenance of Migrants' Pension Rights Convention of 1935 enters into force with respect to both High Contracting Parties, the provisions of that Convention shall supersede, to the extent that they are inconsistent therewith, paragraph 1 of the present Article and arrangements made thereunder.

#### *Article VIII*

Each High Contracting Party shall accord sympathetic consideration to, and shall afford adequate opportunity for consultation regarding, such questions as the other High Contracting Party may raise with respect to any matter affecting the operation of the present Agreement or of the said Treaty.

#### *Article IX*

The present Agreement shall be ratified, and the ratifications thereof shall be exchanged at Washington as soon as possible. It shall enter into force on the day of exchange of ratifications, and shall thereupon constitute an integral part of the said Treaty of Friendship, Commerce and Navigation.

<sup>1</sup> For understanding of the two Governments concerning arrangements under Article VII, paragraph 1, see *post*, p. 140.

periodi di copertura in base al sistema principale di assicurazione per vecchiaia e superstiti di una delle Alte Parti Contraenti e anche in base alla corrispondente legislazione dell'altra Alta Parte Contraente si dichiarano d'accordo, in principio, di permettere il conteggio di tutti tali periodi secondo l'una o l'altra legislazione nel determinare i diritti dei propri cittadini e delle loro famiglie. Le Alte Parti Contraenti prenderanno i necessari accordi al fine di attuare tale direttiva secondo i seguenti principi:

(a) Tali periodi di copertura saranno cumulabili in misura tale da non sovrapporsi o duplicarsi, e solo in quanto entrambi i sistemi assicurino analoghi benefici.

(b) Nel caso in cui i periodi di copertura di un assicurato siano cumulati, l'ammontare dei benefici eventualmente da pagarsi all'interessato da ciascuna Alta Parte Contraente sarà determinato in modo tale da rappresentare, per quanto possibile ed equo, la proporzione della copertura complessivamente accumulata in base al sistema della medesima Alta Parte Contraente.

(c) L'interessato avrà facoltà di decidere se il proprio diritto ai benefici spettantigli, e l'ammontare relativo, debba essere determinato senza riguardo alle disposizioni del presente paragrafo.

I suddetti accordi potranno disporre l'estensione di questo paragrafo ad uno o più speciali sistemi di assicurazione vecchiaia e superstiti di ciascuna Alta Parte Contraente, oppure ai sistemi di assicurazione per inabilità permanente o prolungata di ciascuna Alta Parte Contraente.

2. Allorquando la Convenzione del 1935 sul Mantenimento dei Diritti di Pensione degli Emigranti entrerà in vigore per entrambe le Alte Parti Contraenti, le disposizioni di tale Convenzione avranno precedenza, per quanto possano essere in contrasto, sul paragrafo 1 del presente Articolo e sui relativi accordi raggiunti.

#### *Articolo VIII*

Ciascuna Alta Parte Contraente considererà con spirito amichevole, dando adeguata opportunità di consultazione, tutte le questioni che l'altra Alta Parte Contraente possa sollevare in merito a qualsiasi questione che influisca sul funzionamento del presente Accordo o del predetto Trattato.

#### *Articolo IX*

Il presente Accordo sarà ratificato, e lo scambio delle ratifiche avrà luogo a Washington al più presto possibile. Il presente Accordo entrerà in vigore il giorno dello scambio delle ratifiche e costituirà da quel momento parte integrante del predetto Trattato di Amicizia, Commercio e Navigazione.

IN WITNESS WHEREOF the respective Plenipotentiaries have signed the present Agreement and have affixed hereunto their seals.

Done in duplicate, in the English and Italian languages, both equally authentic, at Washington, this twenty-sixth day of September, one thousand nine hundred fifty-one.

IN FEDE DI CHE i rispettivi Plenipotenziari hanno firmato il presente Accordo e vi hanno apposto i loro sigilli.

FATTO in doppio esemplare nelle lingue inglese ed italiana, entrambi ugualmente autentici, a Washington, il giorno ventisei Settembre mille novecento cinquantuno.

FOR THE UNITED STATES OF AMERICA:  
PER GLI STATI UNITI D'AMERICA:

DEAN ACHESON [SEAL]

FOR THE ITALIAN REPUBLIC:  
PER LA REPUBBLICA ITALIANA:

GIUSEPPE PELLA [SEAL]

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WHEREAS the Senate of the United States of America by their resolution of July 21, 1953, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said agreement "subject to the understanding that the arrangements referred to in Article VII, paragraph 1, of the said agreement shall be made by the United States only in conformity with provisions of statute";

WHEREAS the text of the said understanding was communicated by the Government of the United States of America to the Government of the Italian Republic by a note dated July 24, 1953 and was accepted by the Government of the Italian Republic on a reciprocal basis;

WHEREAS the said agreement was ratified by the President of the United States of America on September 22, 1960, in pursuance of the aforesaid advice and consent of the Senate and subject to the said understanding, and was ratified on the part of the Italian Republic;

WHEREAS the respective instruments of ratification as aforesaid, were exchanged at Washington on March 2, 1961, and a protocol of exchange, in the English and Italian languages, was signed at that place and on that date by the respective Plenipotentiaries of the United States of America and the Italian Republic, the said protocol of exchange declaring that "it is understood that the entry into force of the arrangements mentioned in Article VII, paragraph 1, of the said agreement is subordinate in any case to the fulfilling on the part of the United States of America of its provisions of statute and on the part of the Italian Republic of its constitutional requirements";

AND WHEREAS it is provided in Article IX of the said agreement that the agreement shall enter into force on the day of exchange of ratifications;

Now, THEREFORE, be it known that I, John F. Kennedy, President of the United States of America, do hereby proclaim and make public the said agreement to the end that the same and every article and clause thereof may be observed and fulfilled in good faith on and after March 2, 1961, 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, subject to the said understanding.

IN TESTIMONY WHEREOF, I have caused the Seal of the United States of America to be hereunto affixed.

DONE at the city of Washington this eighth day of March in the year of our Lord one thousand nine hundred sixty-one and of [SEAL] the independence of the United States of America the one hundred eighty-fifth.

JOHN F KENNEDY

By the President:

DEAN RUSK

*Secretary of State*

# CHINA

## Surplus Agricultural Commodities [<sup>1</sup>]

*Agreement supplementing and amending the agreement of August 30, 1960,  
as amended.*

*Effectuated by exchange of notes*

*Signed at Taipei February 9, 1961;*

*Entered into force February 9, 1961.*

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*The American Ambassador to the Chinese Minister for Foreign  
Affairs*

No. 37

TAIPEI, February 9, 1961.

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement entered into by our two Governments on August 30, 1960, and to the accompanying exchange of notes, as amended,[<sup>2</sup>] and, in response to the request of the Government of the Republic of China, to propose that this Agreement be supplemented and amended as follows:

1. To provide for additional financing by the Government of the United States of America of the following commodities and ocean transportation:

Commodity	Export Market Value (millions)
Wheat and/or flour	US\$3.0
Ocean transportation (estimated)	.6
Total	US\$3.6

2. To provide that New Taiwan dollars accruing to the Government of the United States of America as a consequence of sales made pursuant to this supplementary Agreement will be used by the Government of the United States of America as follows:

- (a) For payment of United States expenditures in the Republic of China under subsections (a), (b), (d), (f) and (h) through (r) of Section 104 of the Agricultural Trade

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<sup>1</sup> Also TIAS 4770, 4825, 4901; post, pp. 689, 1132, Part 3.

<sup>2</sup> TIAS 4563, 4628, 4634; 11 UST 2058, 2444, 2503.

Development and Assistance Act, as amended [<sup>1</sup>] (hereinafter referred to as the Act), or under any of such subsections, the New Taiwan dollar equivalent of US\$680,000. This increases the total amount indicated in paragraph 1-a of Article II of the Agreement to the New Taiwan dollar equivalent of US\$3.43 million.

- (b) For procurement of military equipment, materials, facilities and services in accordance with subsection 104(c) of the Act, as mutually agreed upon by the two Governments, the New Taiwan dollar equivalent to US\$1.95 million. This increases the total amount indicated in paragraph 1-b of Article II of the Agreement to the New Taiwan dollar equivalent of US\$9.5 million.
- (c) For loans to be made by the Export-Import Bank of Washington under subsection 104(e) of the Act and for administrative expenses of the Export-Import Bank of Washington in the Republic of China incident thereto, the New Taiwan dollar equivalent of US\$650,000. This increases the total amount indicated in paragraph 1-c of Article II of the Agreement to the New Taiwan dollar equivalent of US\$3.25 million.
- (d) For a loan to the Government of the Republic of China under subsection 104(g) of the Act, the New Taiwan dollar equivalent of US\$320,000. This increases the total amount indicated in paragraph 1-d of Article II of the Agreement to the New Taiwan dollar equivalent of US\$1.62 million.

It is understood that in the event the total of New Taiwan dollars accruing to the Government of the United States of America as a consequence of sales made pursuant to the Agreement and this supplement is less than the New Taiwan dollar equivalent of US\$17.8 million, the amount available for expenditures under subsection 104(c) of the Act will be reduced by the amount of such difference; to the extent the total exceeds the equivalent of US\$17.8 million, 54 per cent of the excess will be available for uses under subsection 104(c), 18 per cent for loans under subsection 104(e), 9 per cent for a loan under subsection 104(g), and 19 per cent for any use or uses authorized by Section 104 of the Act as the Government of the United States of America may determine.

It is further understood that in the notes of August 30, 1960 relating to the conversion of New Taiwan dollars into other currencies "US\$284,000" is deleted and "US\$356,000" is substituted therefor.

Application for purchase authorizations will be made within 90 calendar days of the effective date of this supplementary Agreement.

<sup>1</sup> 68 Stat. 456; 7 U.S.C. § 1704.

Except as otherwise provided herein, the pertinent provisions of the Agreement of August 30, 1960 and the accompanying exchange of notes shall apply to this supplementary Agreement.

I have the honor to propose that this note and Your Excellency's reply concurring therein shall constitute an Agreement between our two Governments on this matter to enter into force on the date of Your Excellency's note in reply.

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

EVERETT F. DRUMRIGHT

His Excellency

SHEN CHANG-HUAN,

*Minister for Foreign Affairs,  
Taipei.*

照會

巡覆者：接准

貴大使本日第三十七號照會內開：

「關於

貴我兩國政府於一九六〇年八月三十日所簽訂之農產品協定暨其所附業經修正之換文，茲應中華民國政府之請，建議將該項協定予以補充及修正如下：

「美利堅合衆國政府對下列農產品之採購及其海運費，

外  
(30)  
長

001835

增加資助：

品名 出口市價（以百萬美元為單位）

小麥及、或麪粉 三・〇

海運費（估計數額）〇・六

總計 三・六

「『美利堅合衆國政府依本補充協定出售農產品所獲得之新台幣，將由美利堅合衆國政府照下列用途使用之：

（例）以六八〇、〇〇〇美元等值之新台幣，依照樂經修

正之農產貿易推進協助法案（以下簡稱「該法案」）第一

○四節(a)、(b)、(d)、(e)及(h)至(r)各項，或各該項中任何一

項之規定，用於美國政府在中華民國境內之開支。上述農

產品協定之第二條第一項甲款所列總款額因此增至三、四

三〇、〇〇〇美元等值之新台幣。

(2)以一、九五〇、〇〇〇美元等值之新台幣，依照「

該法案」第一〇四節(o)項之規定，經雙方政府協議，用於

採購軍事裝備、材料、設備及勞務。上述農產品協定之第

二條第一項乙款所列總款額因此增至九、五〇〇、〇〇〇美元等值之新台幣。

(丙)以六五〇、〇〇〇美元等值之新台幣，由華盛頓進出口銀行依照「該法案」第一〇四節(e)項之規定，用於貸款，並用於該銀行在中華民國因此引起之行政費用。上述農產品協定之第二條第一項丙款所列總款額因此增至三、二五〇、〇〇〇美元等值之新台幣。

(丁)以三一〇、〇〇〇美元等值之新台幣，依照「該法

案」第一〇四節(g)項之規定，貸予中華民國政府。上述農產品協定之第二條第一項丁款所列總款額因此增至一、六二〇、〇〇〇美元等值之新台幣。

「雙方了解：美利堅合衆國政府依上述協定暨本補充協定出售農產品所獲得之新台幣總額倘少於一七、八〇〇、〇〇〇美元等值之新台幣時，則其差額將在原供「該法案」第一〇四節(g)項下各種開支款額中如數減除；倘總額多於一七、八〇〇、〇〇〇美元等值之新台幣時，則其超額之百分之五十四將供「該

法案」第一〇四節(e)項下各種用途之用，百分之十八供第一〇四節(e)項下各項貸款之用，百分之九供第一〇四節(g)項下貸款之用，百分之十九供由美利堅合衆國政府決定用於第一〇四節所許可之任何一項或各項用途。

「雙方並了解：一九六〇年八月三十日關於新台幣兌換其他外幣一節之換文中，「二八四、〇〇〇美元」一語即予刪除，而以「三五六、〇〇〇美元」一語代替之。」

「購買授權書之申請將於本補充協定生效之日起九十曆日

內爲之。

「除本補充協定另有規定者外，一九六〇年八月三十日所簽訂之農產品協定暨其所附換文中有關規定均應適用於本補充協定。」

「本大使茲特建議，本照會及

閣下表示同意之復照即構成

貴我兩國政府間關於此事之協定，自

閣下復照之日起生效。」

等由。

本部長茲代表中華民國政府對於上列建議表示同意，並證實

閣下來照及本照會即構成

貴我兩國政府間關於此事之協定，自本日起生效。相應復請

查照。

本部長順向

貴大使重表最高之敬意。

此致

*The Chinese Minister for Foreign Affairs to the American Ambassador*

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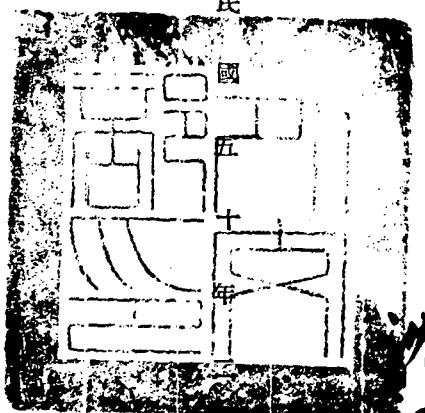
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范明煥



*Translation*MINISTRY OF  
FOREIGN AFFAIRS

## NOTE

No. Wal-(50)-Mei-1-001835

TAIPEI, February 9, 1961

**EXCELLENCY:**

I have the honor to acknowledge receipt of Your Excellency's Note No. 37 of today's date which reads as follows:

[For the English language text of the note, see *ante*, p. 142.]

In reply, I have the honor to signify on behalf of the Government of the Republic of China its concurrence in the foregoing proposals and to confirm that Your Excellency's Note and this Note shall constitute an Agreement between our two Governments on this matter, effective from today's date.

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

SHEN CHANG-HUAN

His Excellency

EVERETT F. DRUMRIGHT,

*Ambassador of the United States of America,  
Taipei.*

# AUSTRALIA

## Atomic Energy: Cooperation for Civil Uses

*Agreement amending the agreement of June 22, 1956.  
Signed at Washington September 14, 1960;  
Entered into force March 6, 1961.*

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### AN AGREEMENT TO AMEND THE AGREEMENT FOR CO-OPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA CONCERNING THE CIVIL USES OF ATOMIC ENERGY

The Government of the United States of America and the Government of the Commonwealth of Australia,

Having cooperated extensively under the Agreement for Cooperation Between the Government of the United States of America and the Government of the Commonwealth of Australia Concerning the Civil Uses of Atomic Energy, signed at Washington on June 22, 1956 (hereinafter referred to as the "Agreement for Cooperation"),<sup>[1]</sup> and

Desiring to extend further their cooperation in the civil uses of atomic energy,

Agree as follows:

#### ARTICLE I

Article IV, paragraph A of the Agreement for Cooperation is amended to read as follows:

##### "A. Research Materials and Neutron Sources

"In connection with any subject of agreed exchange of information as provided in Article III, and subject to the provisions of Article II, materials of interest, including source materials, special nuclear materials, by-product material, other radioisotopes, and stable isotopes will, under this Article, be exchanged in research quantities for research purposes and under such terms and conditions as may be agreed when such materials are not available commercially. In addition, plutonium in the form of fabricated neutron sources may

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<sup>1</sup> TIAS 3830; 8 UST 738.

be exchanged, under such terms and conditions as may be agreed, for industrial applications."

## ARTICLE II

Article VII of the Agreement for Cooperation is amended to read as follows:

"A. During the period of this Agreement, the United States Commission will sell or lease, as may be agreed, to the Government of the Commonwealth of Australia, uranium enriched in the isotope U-235 in a net amount not to exceed 500 kilograms of contained U-235 in uranium. This net amount shall be the gross quantity of contained U-235 in uranium sold or leased to the Government of the Commonwealth of Australia less the quantity of contained U-235 in recoverable uranium which has been resold or otherwise returned to the Government of the United States of America, or transferred to any other nation or international organization with the approval of the Government of the United States of America in accordance with this Agreement. This material may not be enriched above twenty per cent (20%) U-235 except as hereinafter provided. Such material will be sold or leased subject to the terms and conditions of this Article and the other provisions of this Agreement as and when required as initial and replacement fuel in the operation of defined research, materials testing, experimental, demonstration power and power reactors and reactor experiments (1) which the Government of the Commonwealth of Australia, after consultation with the United States Commission, decides to construct or (2) which are constructed by a person in Australia with the concurrence of the Government of the Commonwealth of Australia, after consultation with the United States Commission; and as required in experiments related thereto. The United States Commission may, upon request and in its discretion, make a portion of the foregoing 500 kilograms available as material enriched up to ninety per cent (90%) for use in research reactors, materials testing reactors, and reactor experiments, each capable of operating with a fuel load not to exceed eight (8) kilograms of contained U-235 in uranium.

"B. Within the limitations contained in paragraph A of this Article, the quantity of uranium enriched in the isotope U-235 transferred by the United States Commission under this Article and in the custody of the Government of the Commonwealth of Australia shall not at any time be in excess of the amount of material necessary for the full loading of each defined reactor project which the Government of the Commonwealth of Australia or persons under its jurisdiction decide to construct as provided herein, plus such additional quantity as, in the opinion of the United States Commission, is necessary to permit the efficient and continuous operation of the reactor or reactors while replaced fuel elements are radioactively cooling in Australia or while fuel elements are in transit, it being the

intent of the United States Commission to make possible the maximum usefulness of the material so transferred.

"C. Each sale or lease of uranium enriched in the isotope U-235 shall be subject to the agreement of the Parties as to the schedule of deliveries, the form of material to be delivered, charges therefor and the amount of material to be delivered consistent with the quantity limitations established in paragraph A of this Article. It is understood and agreed that although the Government of the Commonwealth of Australia will distribute uranium enriched in the isotope U-235 to authorized users in Australia, the Government of the Commonwealth of Australia will retain title to any uranium enriched in the isotope U-235 which is purchased from the United States Commission at least until such time as private users in the United States are permitted to acquire title in the United States to uranium enriched in the isotope U-235.

"D. It is agreed that when any source or special nuclear materials received from the United States require reprocessing, such reprocessing shall be performed at the discretion of the United States Commission in either United States Commission facilities or facilities acceptable to the United States Commission, on terms and conditions to be later agreed; and it is understood, except as may otherwise be agreed, that the form and content of the irradiated fuel elements shall not be altered after their removal from the reactor and prior to delivery to the United States Commission or the facilities acceptable to the United States Commission for reprocessing.

"E. Special nuclear material produced in any part of fuel leased hereunder as a result of irradiation processes shall be for the account of the Government of the Commonwealth of Australia and after reprocessing as provided in paragraph D of this Article, shall be returned to the Government of the Commonwealth of Australia, at which time title to such material shall be transferred to that Government, unless the Government of the United States of America shall exercise the option, which is hereby granted, to retain, with appropriate credit to the Government of the Commonwealth of Australia, any such special nuclear material which is in excess of the needs of Australia for such material in its program for the peaceful uses of atomic energy.

"F. With respect to any special nuclear material not subject to the option referred to in paragraph E of this Article and produced in reactors fueled with material obtained from the United States which is in excess of Australia's need for such material in its program for the peaceful uses of atomic energy, the United States shall have and is hereby granted (a) a first option to purchase such material at prices then prevailing in the United States for special nuclear material produced in reactors which are fueled pursuant to the terms of an agreement for cooperation with the United States, and (b) the right to approve the transfer of such material to any other nation

or international organization in the event the option to purchase is not exercised.

"G. Some atomic energy materials which the United States Commission may provide in accordance with this Agreement are harmful to persons and property unless handled and used carefully. After delivery of such materials to the Government of the Commonwealth of Australia and until their return for any purpose to the United States Commission the Government of the Commonwealth of Australia shall bear all responsibility, in so far as the Government of the United States of America is concerned, for the safe handling and use of such materials. With respect to any source or special nuclear material or other reactor materials which the United States Commission may, pursuant to this Agreement, lease to the Government of the Commonwealth of Australia or to any private individual or private organization under its jurisdiction, the Government of the Commonwealth of Australia shall, until the materials are returned for any purpose to the United States Commission, 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 source or special nuclear material or other reactor materials after delivery by the United States Commission to the Government of the Commonwealth of Australia or to any authorized private individual or private organization under its jurisdiction."

### ARTICLE III

This Amendment shall enter into force [<sup>1</sup>] on the day on which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of such Amendment and shall remain in force for the period of the Agreement for Cooperation.

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

DONE at Washington, in duplicate, this fourteenth day of September, 1960.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

J. GRAHAM PARSONS

JOHN A McCONE

FOR THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA:

HOWARD BEALE.

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<sup>1</sup> Mar. 6, 1961.

# UNITED KINGDOM

## Tracking and Communications Station in the Island of Zanzibar

*Agreement effected by exchange of notes  
Signed at London October 14, 1960;  
Entered into force October 14, 1960.*

*The American Ambassador to the British Secretary of State for  
Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 115

*London*

SIR:

I have the honor to refer to recent discussions between representatives of the Government of the United States of America and of the Government of the United Kingdom of Great Britain and Northern Ireland concerning a proposal that the Government of the United States should establish and operate, for scientific purposes, a station for space vehicle tracking and communications in the Island of Zanzibar. Such a station is required by the United States of America as part of a world-wide tracking range being established by the Government of the United States in connection with its manned satellite program, known as Project Mercury, under which the United States plans to place a manned earth satellite into orbital flight and to recover it.

The Government of the United Kingdom, desiring to cooperate with the Government of the United States in this scientific program, and thereby to contribute to the knowledge of man's spatial environment, has indicated its willingness to agree, after consultation with His Highness the Sultan of Zanzibar, to the request of the United States to establish the said tracking and communications station in the Island of Zanzibar and its willingness to make such arrangements as are necessary with the Government of Zanzibar in connection with the establishment and operation of the Station.

Accordingly, the Government of the United States proposes that this station shall be established and operated in accordance with the following provisions:

(1) The costs of constructing, installing, equipping and operating the station shall be borne wholly by the Government of the United States.

(2) (a) The Government of the United Kingdom shall use its best efforts to ensure that land areas and rights-of-way required for the station shall be made available to the Government of the United States. The specific site or sites and ancillary rights required for the station shall be as agreed upon by the authorized representatives of the two Governments. On the part of the Government of the United States, these shall be representatives of the National Aeronautics and Space Administration (hereinafter referred to as "NASA"). On the part of the Government of the United Kingdom, these shall be representatives of the Government of Zanzibar.

(b) Rental costs for the land areas and rights-of-way required for the station shall be borne by the Government of the United States.

(3) The station shall include installations for telemetry, a ground to air transmitter, and a ground receiver; installations for point-to-point communications to the extent that communications requirements cannot be met by the authorized telecommunications carrier, who, for the purposes of this agreement, shall be Cable and Wireless Limited; and necessary supporting buildings and structures for offices, storage, housing, sanitation, and for other purposes which may be required. Buildings shall generally be of a standard prefabricated type, transportable and removable. Power for the station may, under license from the Zanzibar Electricity Board, be generated at the site or sites by equipment installed as part of the station, if the said Board itself is unable to supply power of the type and quantity required. Roads shall be constructed as necessary, at the expense of the Government of the United States, to connect the station with the local road system.

(4) The Government of the United Kingdom shall co-operate with the Government of the United States to determine the radio frequencies to be used for the station. All radio operations shall be conducted so as not to interfere with the services of installations in the Island of Zanzibar or in neighboring territories, and shall comply at all times with the provisions of the International Telecommunication Convention.

(5) Construction of the station shall be by a United States contractor who shall, to the maximum extent feasible, employ local subcontractors, if available, and local labor to perform the required work. Maximum use shall be made of materials and supplies available locally. The Government of the United Kingdom shall, upon request, use its best efforts to assist the contractor in the local procurement of goods, materials, supplies and services required for the construction of the station.

(6) Special electronic and related equipment required for the station shall be equipment standardized for Project Mercury and shall be installed by United States technicians.

(7) The Government of Zanzibar shall, upon request, take the necessary steps to facilitate the admission into the Island of Zanzibar of materials, equipment, supplies, goods or other property furnished by the Government of the United States for the purposes of the Station. No tax, duty or charge shall be levied or assessed on such materials, equipment, supplies, goods or other property brought into the said Island (not being property imported for the personal use of employees of the station), on condition that they are subsequently re-exported from the Island of Zanzibar, unless they are disposed of under the provisions of paragraph (11) (a) below.

(8) Title to all materials, equipment or other property used in connection with the station shall remain in the Government of the United States. Such materials, equipment and other property of the Government of the United States and its official papers, shall be exempt from inspection, search and seizure, and may be removed free of taxes or duties by the Government of the United States at any time. Such exemption shall be subject to the deposit with the Government of Zanzibar of a certificate in a form agreed between the Government of Zanzibar and NASA, together with such customs documents as may be agreed.

(9) (a) The station shall be operated by NASA, either directly or through a United States contractor. In either case, the resident director of the station shall be an official of the Government of the United States in the person of a NASA representative. In addition to essential United States technicians and specialists assigned by NASA or its contractor, qualified local personnel shall be utilized in connection with the operation and maintenance of the station to the maximum extent feasible.

(b) Any point-to-point communications established under the provisions of paragraph (3) above shall be used solely for the transmission or reception of operational or essential administrative messages in connection with station activities; no social messages, or any messages on behalf of any third party shall be transmitted or received.

(c) The operator of the said point-to-point communications shall refuse to accept any communications other than those authorized in paragraph (9) (b) above; if any such unauthorized communication is involuntarily received, the operator shall not divulge the contents thereof to any person or reproduce such communication in writing or make use thereof.

(d) Radio communication with fixed points shall be established only with those points that are authorized by the Government of the United Kingdom.

(10) (a) Any United States personnel assigned by NASA to visit, or participate in the establishment or operation of the station, their wives and minor children, shall be admitted into the Island of Zanzibar if in possession of a valid national passport, duly visaed and endorsed. The Government of Zanzibar shall take the necessary steps

to facilitate the stay in the Island of Zanzibar of such personnel, their wives and minor children, by the issue of the appropriate permits.

(b) The entry into and removal from the Island of Zanzibar of the personal and household effects of United States personnel assigned to the said Island under Project Mercury shall be subject to the normal provisions applicable to persons taking up residence or residing in the Island of Zanzibar.

(c) Any United States personnel, serving or employed in the Island of Zanzibar in connection with the establishment or operation of the station, and residing in the said Island by reason only of such service or employment, shall not be liable to pay tax on income, except in respect of income derived from the Island of Zanzibar, or to pay tax on ownership and use of property situated outside the Island of Zanzibar.

(d) For the purposes of this paragraph the expression "United States personnel" means any person not normally resident in Zanzibar employed by, or under a contract with the Government of the United States or NASA or a United States contractor engaged in works under contracts with that Government or NASA, in connection with the establishment or operation of the station.

(11) (a) If the Government of the United States should desire to dispose in the Island of Zanzibar of all or part of the materials, equipment or other property to which it holds title in the Island, it shall not dispose of any such materials, equipment, or other property:

- (i) without the consent in writing of the Government of Zanzibar;
- (ii) without offering such materials, equipment or property for sale to that Government, if such offer is consistent with the laws of the United States of America then in effect;
- (iii) before the expiration of such period (not being less than 120 days after the date of such offer) as may be reasonable in the circumstances.

(b) Any such materials, equipment or other property not removed or disposed of as aforesaid within a reasonable time after the termination of the use of the station shall become the property of the Government of Zanzibar.

(c) Any site or other ground from which such materials, equipment or other property are removed shall, if the Government of Zanzibar so require, be restored as far as possible by the Government of the United States to its condition at the date of its occupation by that Government before possession is given back to the owner thereof.

(12) The Government of the United States shall, in consultation with the Government of Zanzibar, take all reasonable precautions against damage and danger resulting from operations of the station.

(13) The Government of the United States undertakes to use its best efforts to ensure that adequate and effective compensation will be paid, with due consideration being given to the sum payable in a similar case under the law of Zanzibar, in respect of:

- (a) injury, including injury resulting in death, caused to any person; and
- (b) loss or damage caused to any property;

resulting from any act or omission on the part of the Government of the United States or any officer, servant, agent, authorized representative or contractor of the Government of the United States, acting within the scope of his authority and employment, in connection with the establishment, maintenance or use of the station. The Government of the United States will consider and make disposition of any such claim against the Government of the United Kingdom and all other interested authorities, corporations and persons.

(14) The Government of the United States shall make available to the Government of the United Kingdom all data obtained by the station and other relevant technical information obtained in the operation thereof, as well as all such information obtained in the general operation of Project Mercury as the Government of the United Kingdom may require.

(15) Supplementary arrangements between NASA and the Government of Zanzibar may be made from time to time as required, for the carrying out of the purposes of this Agreement.

(16) It is understood that to the extent that the carrying out of this Agreement will depend on funds appropriated by the Congress of the United States, it is subject to the availability of such funds.

(17) (a) The Government of the United States anticipates that the Station will be required for use until July 1, 1963. The Government of the United Kingdom agrees that the station may be operated in accordance with the provisions of the present Agreement until that date, and thereafter, on the request of the Government of the United States, for such additional period and on such terms as may be agreed upon by the two Governments.

(b) Should changed conditions alter the requirement of the Government of the United States for the station at any time prior to July 1, 1963, that Government shall have the right to terminate its use of the station after ninety days advance notice to the Government of the United Kingdom of its intention to terminate the use of the station.

If the foregoing provisions 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 reply to that effect

shall constitute an Agreement between the two Governments which shall enter into force on the date of your Note in reply.

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

JOHN HAY WHITNEY

October 14, 1960

The Right Honorable

THE EARL OF HOME,

Secretary of State for Foreign Affairs,  
Foreign Office,  
S.W.1.

*The British Secretary of State for Foreign Affairs to the American Ambassador*

FOREIGN OFFICE, S.W.1.

No. IAS 82/94

October 14, 1960.

YOUR EXCELLENCY,

I have the honour to acknowledge receipt of Your Excellency's Note of today's date about the establishment in the Island of Zanzibar of a space vehicle tracking and communications station in connexion with the manned satellite programme of the Government of the United States of America, known as "Project Mercury," which Note reads as follows:

"I have the honor to refer to recent discussions between representatives of the Government of the United States of America and of the Government of the United Kingdom of Great Britain and Northern Ireland concerning a proposal that the Government of the United States should establish and operate, for scientific purposes, a station for space vehicle tracking and communications in the Island of Zanzibar. Such a station is required by the United States of America as part of a world-wide tracking range being established by the Government of the United States in connection with its manned satellite program, known as Project Mercury, under which the United States plans to place a manned earth satellite into orbital flight and to recover it.

The Government of the United Kingdom, desiring to cooperate with the Government of the United States in this scientific program, and thereby to contribute to the knowledge of man's spatial environment, has indicated its willingness to agree, after consultation with His Highness the Sultan of Zanzibar, to the request of the United States to establish the said tracking and communications station in the Island of Zanzibar and its willingness to make

such arrangements as are necessary with the Government of Zanzibar in connection with the establishment and operation of the Station.

Accordingly, the Government of the United States proposes that this station shall be established and operated in accordance with the following provisions:

(1) The costs of constructing, installing, equipping and operating the station shall be borne wholly by the Government of the United States.

(2) (a) The Government of the United Kingdom shall use its best efforts to ensure that land areas and rights-of-way required for the station shall be made available to the Government of the United States. The specific site or sites and ancillary rights required for the station shall be as agreed upon by the authorized representatives of the two Governments. On the part of the Government of the United States, these shall be representatives of the National Aeronautics and Space Administration (hereinafter referred to as "NASA"). On the part of the Government of the United Kingdom, these shall be representatives of the Government of Zanzibar.

(b) Rental costs for the land areas and rights-of-way required for the station shall be borne by the Government of the United States.

(3) The station shall include installations for telemetry, a ground to air transmitter, and a ground receiver; installations for point-to-point communications to the extent that communications requirements cannot be met by the authorized telecommunications carrier, who, for the purposes of this agreement, shall be Cable and Wireless Limited; and necessary supporting buildings and structures for offices, storage, housing, sanitation, and for other purposes which may be required. Buildings shall generally be of a standard prefabricated type, transportable and removable. Power for the station may, under license from the Zanzibar Electricity Board, be generated at the site or sites by equipment installed as part of the station, if the said Board itself is unable to supply power of the type and quantity required. Roads shall be constructed as necessary, at the expense of the Government of the United States, to connect the station with the local road system.

(4) The Government of the United Kingdom shall co-operate with the Government of the United States to determine the radio frequencies to be used for the station. All radio operations shall be conducted so as not to interfere with the services of installations in the Island of Zanzibar or in neighboring territories, and shall comply at all times with the provisions of the International Telecommunication Convention.

(5) Construction of the station shall be by a United States contractor who shall, to the maximum extent feasible, employ local sub-contractors, if available, and local labor to perform the required work. Maximum use shall be made of materials and supplies available locally. The Government of the United Kingdom shall, upon request, use its best efforts to assist the contractor in the local procurement of goods, materials, supplies and services required for the construction of the station.

(6) Special electronic and related equipment required for the station shall be equipment standardized for Project Mercury and shall be installed by United States technicians.

(7) The Government of Zanzibar shall, upon request, take the necessary steps to facilitate the admission into the Island of Zanzibar of materials, equipment, supplies, goods or other property furnished by the Government of the United States for the purposes of the Station. No tax, duty or charge shall be levied or assessed on such materials, equipment, supplies, goods or other property brought into the said Island (not being property imported for the personal use of employees of the station), on condition that they are subsequently re-exported from the Island of Zanzibar, unless they are disposed of under the provisions of paragraph (11)(a) below.

(8) Title to all materials, equipment or other property used in connection with the station shall remain in the Government of the United States. Such materials, equipment and other property of the Government of the United States and its official papers, shall be exempt from inspection, search and seizure, and may be removed free of taxes or duties by the Government of the United States at any time. Such exemption shall be subject to the deposit with the Government of Zanzibar of a certificate in a form agreed between the Government of Zanzibar and NASA, together with such customs documents as may be agreed.

(9) (a) The station shall be operated by NASA, either directly or through a United States contractor. In either case, the resident director of the station shall be an official of the Government of the United States in the person of a NASA representative. In addition to essential United States technicians and specialists assigned by NASA or its contractor, qualified local personnel shall be utilized in connection with the operation and maintenance of the station to the maximum extent feasible.

(b) Any point-to-point communications established under the provisions of paragraph (3) above shall be used solely for the transmission or reception of operational or essential administrative messages in connection with station activities; no social messages, or any messages on behalf of any third party shall be transmitted or received.

(c) The operator of the said point-to-point communications shall refuse to accept any communications other than those authorized in paragraph (9)(b) above; if any such unauthorized communication is involuntarily received, the operator shall not divulge the contents thereof to any person or reproduce such communication in writing or make use thereof.

(d) Radio communication with fixed points shall be established only with those points that are authorized by the Government of the United Kingdom.

(10) (a) Any United States personnel assigned by NASA to visit, or participate in the establishment or operation of the station, their wives and minor children, shall be admitted into the Island of Zanzibar if in possession of a valid national passport, duly visaed and endorsed. The Government of Zanzibar shall take the necessary steps to facilitate the stay in the Island of Zanzibar of such personnel, their wives and minor children, by the issue of the appropriate permits.

(b) The entry into and removal from the Island of Zanzibar of the personal and household effects of United States personnel assigned to the said Island under Project Mercury shall be subject to the normal provisions applicable to persons taking up residence or residing in the Island of Zanzibar.

(c) Any United States personnel, serving or employed in the Island of Zanzibar in connection with the establishment or operation of the station, and residing in the said Island by reason only of such service or employment, shall not be liable to pay tax on income, except in respect of income derived from the Island of Zanzibar, or to pay tax on ownership and use of property situated outside the Island of Zanzibar.

(d) For the purposes of this paragraph the expression "United States personnel" means any person not normally resident in Zanzibar employed by, or under a contract with the Government of the United States or NASA or a United States contractor engaged in works under contracts with that Government or NASA, in connection with the establishment or operation of the station.

(11) (a) If the Government of the United States should desire to dispose in the Island of Zanzibar of all or part of the materials, equipment or other property to which it holds title in the Island, it shall not dispose of any such materials, equipment, or other property:

- (i) without the consent in writing of the Government of Zanzibar;
- (ii) without offering such materials, equipment or property for sale to that Government, if such offer is consistent with the laws of the United States of America then in effect;

(iii) before the expiration of such period (not being less than 120 days after the date of such offer) as may be reasonable in the circumstances.

(b) Any such materials, equipment or other property not removed or disposed of as aforesaid within a reasonable time after the termination of the use of the station shall become the property of the Government of Zanzibar.

(c) Any site or other ground from which such materials, equipment or other property are removed shall, if the Government of Zanzibar so require, be restored as far as possible by the Government of the United States to its condition at the date of its occupation by that Government before possession is given back to the owner thereof.

(12) The Government of the United States shall, in consultation with the Government of Zanzibar, take all reasonable precautions against damage and danger resulting from operations of the station.

(13) The Government of the United States undertakes to use its best efforts to ensure that adequate and effective compensation will be paid, with due consideration being given to the sum payable in a similar case under the law of Zanzibar, in respect of:

(a) injury, including injury resulting in death, caused to any person; and

(b) loss or damage caused to any property;

resulting from any act or omission on the part of the Government of the United States or any officer, servant, agent, authorized representative or contractor of the Government of the United States, acting within the scope of his authority and employment, in connection with the establishment, maintenance or use of the station. The Government of the United States will consider and make disposition of any such claim against the Government of the United Kingdom and all other interested authorities, corporations and persons.

(14) The Government of the United States shall make available to the Government of the United Kingdom all data obtained by the station and other relevant technical information obtained in the operation thereof, as well as all such information obtained in the general operation of Project Mercury as the Government of the United Kingdom may require.

(15) Supplementary arrangements between NASA and the Government of Zanzibar may be made from time to time as required, for the carrying out of the purposes of this Agreement.

(16) It is understood that to the extent that the carrying out of this Agreement will depend on funds appropriated by the Congress of the United States, it is subject to the availability of such funds.

(17) (a) The Government of the United States anticipates that the Station will be required for use until July 1, 1963. The Government of the United Kingdom agrees that the station may be operated in accordance with the provisions of the present Agreement until that date, and thereafter, on the request of the Government of the United States, for such additional period and on such terms as may be agreed upon by the two Governments.

(b) Should changed conditions alter the requirement of the Government of the United States for the station at any time prior to July 1, 1963, that Government shall have the right to terminate its use of the station after ninety days advance notice to the Government of the United Kingdom of its intention to terminate the use of the station.

If the foregoing provisions 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 reply to that effect shall constitute an Agreement between the two Governments which shall enter into force on the date of your Note in reply."

2. I have the honour to inform Your Excellency that the foregoing proposals are acceptable to the Government of the United Kingdom who therefore agree that your Note, together with the present reply, shall constitute an Agreement between the two Governments which shall enter into force on today's date.

I have the honour to be, with the highest consideration,  
Your Excellency's obedient Servant,

(For the Secretary of State)

H. C. HAINWORTH

His Excellency

The Honourable

JOHN HAY WHITNEY, C.B.E.,  
*etc., etc., etc.,*  
*1, Grosvenor Square,*  
*W.I.*

# ITALY

## Atomic Energy: Cooperation for Civil Uses

*Agreement amending the agreement of July 3, 1957.*

*Signed at Washington July 22, 1959;*

*Entered into force March 30, 1961.*

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### AMENDMENT TO AGREEMENT FOR COOPERATION CONCERNING THE CIVIL USES OF ATOMIC ENERGY BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE ITALIAN REPUBLIC

The Government of the United States of America and the Government of the Italian Republic;

Desiring to amend the Agreement for Cooperation Concerning the Civil Uses of Atomic Energy Between the Government of the United States of America and the Government of the Italian Republic, signed at Washington on July 3, 1957 [<sup>1</sup>] (hereinafter referred to as the "Agreement for Cooperation");

Have agreed as follows:

#### ARTICLE I

Paragraph A of Article VI of the Agreement for Cooperation is amended to read as follows:

##### "A. Research Materials

"Materials of interest in connection with defined research projects related to the peaceful uses of atomic energy and under the limitations set forth in Article III, including source materials, special nuclear materials, by-product materials, other radioisotopes, and stable isotopes, will be sold or otherwise transferred to the Government of the Italian Republic for research purposes other than fueling reactors and reactor experiments in such quantities and under such terms and conditions as may be agreed when such materials are not available commercially."

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<sup>1</sup> TIAS 4016; 9 UST 369.

## ARTICLE II

Paragraphs A, B, and C of Article VIII of the Agreement for Co-operation are deleted and the following paragraphs A, B, and C are substituted in lieu thereof:

"A. The Commission will sell or lease as may be agreed to the Government of the Italian Republic uranium enriched up to twenty per cent (20%) in the isotope U-235, except as otherwise provided in paragraph C of this Article, in such quantities as may be agreed in accordance with the terms, conditions, and delivery schedules set forth in contracts for fueling defined research, experimental power, demonstration power, and power reactors, materials testing reactors and reactor experiments, which the Government of the Italian Republic, in consultation with the Commission, decides to construct or authorize private organizations to construct in the Italian Republic and as required in experiments related thereto; provided, however, that the net amount of any uranium sold or leased hereunder during the period of this Agreement shall not exceed 7,000 kilograms of contained U-235. This net amount shall be the gross quantity of contained U-235 in uranium sold or leased to the Government of the Italian Republic during the period of this Agreement less the quantity of contained U-235 in recoverable uranium which has been resold or otherwise returned to the Government of the United States of America during the period of this Agreement or transferred to any other nation or international organization with the approval of the Government of the United States of America.

"B. Within the limitations contained in paragraph A of this Article, the quantity of uranium enriched in the isotope U-235 transferred by the Commission under this Article and in the custody of the Government of the Italian Republic shall not at any time be in excess of the amount of material necessary for the full loading of each defined reactor project which the Government of the Italian Republic or persons under its jurisdiction decide to construct and fuel with United States fuel, as provided herein, plus such additional quantity as, in the opinion of the Commission, is necessary to permit the efficient and continuous operation of such reactors or reactor experiments while replaced fuel elements are radioactively cooling or, subject to the provisions of paragraph E, are being reprocessed in the Italian Republic, it being the intent of the Commission to make possible the maximum usefulness of the material so transferred.

"C. The Commission may, upon request and in its discretion, make a portion of the foregoing special nuclear material available

as material enriched up to ninety per cent (90%) for use in research reactors, materials testing reactors, and reactor experiments, each capable of operating with a fuel load not to exceed eight (8) kilograms of contained U-235 in uranium."

### ARTICLE III

This Amendment, which shall be regarded as an integral part of the Agreement for Cooperation, shall enter into force [¹] on the day on which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of this Amendment.

### EMENDAMENTO ALL'ACCORDO DI COLLABORAZIONE TRA IL GOVERNO DEGLI STATI UNITI D'AMERICA E IL GO- VERNO DELLA REPUBBLICA ITALIANA SUGLI USI PACIFICI DELLA ENERGIA ATOMICA

Il Governo degli Stati Uniti d'America e il Governo della Repubblica Italiana;

Desiderando emendare l'Accordo di Collaborazione tra il Governo degli Stati Uniti d'America e il Governo della Repubblica Italiana sugli Usi Pacifici dell'Energia Atomica, firmato a Washington il 3 luglio 1957 (ai fini del presente Accordo chiamato "Accordo di Collaborazione");

Hanno convenuto quanto segue:

### ARTICOLO I

Il Paragrafo A dell'Articolo VI dell'Accordo di Collaborazione è emendato come segue:

#### "A. *Materiali di Ricerca*

"I materiali che interessano specifici progetti di ricerca relativi agli usi pacifici dell'energia atomica, compresi i materiali-fonte, i materiali nucleari speciali, i sottoprodotto, gli altri radio-isotopi e gli isotopi stabili, verranno venduti o altrimenti trasferiti al Governo della Repubblica Italiana, nei limiti fissati nell'Articolo III, per scopi di ricerca diversi da quelli dell'alimentazione dei reattori e dei dispositivi sperimentali per la progettazione di reattori, in quantitativi, a condizioni e in termini da convenirsi, sempre che i materiali stessi non siano ottenibili commercialmente."

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<sup>1</sup>Mar. 30, 1961.

## ARTICOLO II

I Paragrafi A, B e C dell'Articolo VIII dell'Accordo di Collaborazione sono annullati e sostituiti in loro vece dai seguenti Paragrafi A, B e C:

"A. Conformemente a quanto sarà concordato e salvo quanto stabilito in contrario nel Paragrafo C di questo articolo, la Commissione venderà o cederà in affitto al Governo della Repubblica Italiana uranio arricchito sino al venti per cento (20%) nell'isotopo U-235, in quantitativi che verranno fissati tenuto conto dei termini, delle condizioni e delle previste date di consegna indicati nei contratti per la alimentazione di determinati reattori di ricerca, sperimentali, prototipi di potenza, di potenza, reattori per prova di materiali e dispositivi sperimentali per la progettazione di reattori, che il Governo della Repubblica Italiana, di intesa con la Commissione, deciderà di costruire in proprio o di autorizzare organizzazioni private a costruire nel territorio della Repubblica Italiana e a seconda di quanto risulterà necessario per gli esperimenti collegati a queste costruzioni; purchè, tuttavia, il quantitativo netto di qualsiasi tipo di uranio venduto o ceduto in affitto in base a questo articolo durante il periodo di validità del presente Accordo non sia superiore a settemila (7.000) chilogrammi di U-235 contenuto nell'uranio. Questo quantitativo netto verrà computato detraendo dal quantitativo lordo di U-235 contenuto nell'uranio venduto o ceduto in affitto al Governo della Repubblica Italiana durante il periodo di validità del presente Accordo, il quantitativo di U-235 contenuto nell'uranio ricuperabile o rivenduto o in qualsiasi modo restituito al Governo degli Stati Uniti d'America nel periodo di validità del presente Accordo o trasferito a qualsiasi altro paese o organizzazione internazionale con l'approvazione del Governo degli Stati Uniti d'America.

"B. Entro i limiti stabiliti nel paragrafo A di questo articolo, il quantitativo di uranio arricchito nell'isotopo U-235 trasferito dalla Commissione ai sensi del presente articolo e tenuto in custodia dal Governo della Repubblica Italiana non potrà in alcun momento superare il quantitativo di materiale necessario per la piena carica di ciascun determinato progetto di reattore che il Governo della Repubblica Italiana o persone poste sotto la sua giurisdizione decidano di costruire e alimentare con combustibile fornito dagli Stati Uniti d'America, come qui previsto, più gli eventuali quantitativi addizionali che, secondo l'opinione della Commissione, siano necessari ad assicurare il funzionamento efficiente e continuo dei reattori in parola o dei dispositivi sperimentali per la progettazione di reattori mentre gli elementi combustibili sostituiti subiscono il raffreddamento radioattivo o, entro i limiti fissati nel paragrafo E, sono in corso di rigenerazione nel territorio della Repubblica Italiana, intendendo la Commissione di assicurare al massimo grado l'utilizzo del materiale così trasferito.

"C. La Commissione potrà, a richiesta e a propria discrezione, mettere a disposizione parte del materiale nucleare speciale sopracitato sotto forma di materiale arricchito sino al novanta per cento (90%) per uso in reattori di ricerca, in reattori per prove di materiali e in dispositivi sperimentali per la progettazione di reattori, ognuno capace di funzionare con una carica non eccedente otto (8) chilogrammi di U-235 contenuto nell'uranio".

### ARTICOLO III

Questo Emendamento, che sarà considerato parte integrale dell'Accordo di Collaborazione, entrerà in vigore il giorno in cui ciascuno dei Governi avrà ricevuto dall'altro Governo una comunicazione scritta attestante che detto Governo ha adempiuto a tutte le formalità e pratiche richieste dalla sua Costituzione e dai suoi regolamenti interni per l'entrata in vigore di questo Emendamento.

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

Done at Washington, in duplicate, in the English and Italian languages, both equally authentic, this twenty-second day of July 1959.

IN FEDE DI CHE i sottoscritti, debitamente autorizzati, hanno firmato il presente Accordo.

FATTO in Washington, in duplice copia nelle lingue inglese ed italiana, ciascuna facente ugualmente fede, il giorno ventidue luglio 1959.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:  
PER IL GOVERNO DEGLI STATI UNITI D'AMERICA:

IVAN B. WHITE

HAROLD S. VANCE

FOR THE GOVERNMENT OF THE ITALIAN REPUBLIC:  
PER IL GOVERNO DELLA REPUBBLICA ITALIANA:

CARLO PERRONE CAPANO

# IRELAND

## Atomic Energy: Cooperation for Civil Uses

*Agreement amending the agreement of March 16, 1956.*

*Signed at Washington February 13, 1961;*

*Entered into force March 30, 1961.*

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### AMENDMENT TO THE AGREEMENT FOR COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF IRELAND CON- CERNING CIVIL USES OF ATOMIC ENERGY

The Government of the United States of America and the Government of Ireland,

Desiring to amend the Agreement for Cooperation Between the Government of the United States of America and the Government of Ireland Concerning Civil Uses of Atomic Energy, signed at Washington on March 16, 1956 [¹] (hereinafter referred to as the "Agreement for Cooperation"),

Agree as follows:

#### ARTICLE I

The last sentence of Article V of the Agreement for Cooperation is amended by deleting the phrase "10 grams of plutonium, and 10 grams of U-233" and substituting in lieu thereof the phrase "10 grams of U-233, 250 grams of plutonium in the form of fabricated foils and sources, and 10 grams of plutonium in other forms".

#### ARTICLE II

This Amendment shall enter into force [²] on the day on which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of such Amendment and shall remain in force for the period of the Agreement for Cooperation.

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<sup>¹</sup> TIAS 4059; 9 UST 943.

<sup>²</sup> Mar. 30, 1961.

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

Done at Washington, in duplicate, this thirteenth day of February, 1961.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Foy D KOHLER

JOHN. S. GRAHAM

FOR THE GOVERNMENT OF IRELAND:

T. J. KIERNAN.

# INDIA

## Surplus Agricultural Commodities

*Agreement amending the agreement of May 4, 1960, as amended.*

*Effectuated by exchange of notes*

*Signed at New Delhi March 9, 1961;*

*Entered into force March 9, 1961.*

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*The American Ambassador to the Economic Secretary, Ministry of  
Finance of India*

AMERICAN EMBASSY  
*New Delhi, India, March 9, 1961.*

DEAR MR. JHA:

I have the honor to refer to the Agricultural Commodities Agreement entered into by our two Governments on May 4, 1960 as amended on July 29, 1960 and September 23, 1960,[<sup>1</sup>] providing for the financing of certain agricultural commodities under Title I of the Agricultural Trade Development and Assistance Act,[<sup>2</sup>] as amended.

It is proposed that Article I of the said Agreement, as amended, be further amended by increasing the amount for cotton from \$39.6 million to \$73.2 million and that the amount of ocean transportation be increased from \$200.0 million to \$201.5 million.

It is further proposed that the dollar figures given in the following paragraphs of Article II of the said Agreement, as amended, be increased as indicated hereafter: That in paragraph 1(a) the figure \$209,170,000 be increased to \$214,670,000; that in paragraphs 1(b) and 1(c) the figure \$562,765,000 be increased to \$577,565,000; and that in paragraph (2) the figure \$1,334,700,000 be increased to \$1,369,800,000.

I also refer to the exchange of notes of May 4, 1960 as amended on July 29, 1960 and September 23, 1960 with regard to the rupees accruing to uses indicated under Article II of the Agricultural Commodities Agreement of that date and propose that the dollar figures given in paragraph 1(ii) be increased by \$1.8 million to \$68,555,000.

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<sup>1</sup> TIAS 4499, 4543, 4574; 11 UST 1544, 1941, 2132.

<sup>2</sup> 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

Imports of cotton under Title I shall be over and above usual commercial imports from free world sources during United States fiscal year 1962 of not less than 350,000 bales (480 lbs. net weight).

With respect to the use of rupees provided for under Article II, sub-paragraph (A) of paragraph one, the Government of India will provide, on the request of the Government of the United States of America, facilities for the conversion of the rupee equivalent of up to \$500,000 into currencies other than United States dollars to be used in connection with educational exchange programs between other countries and the United States of America, at a rate not to exceed the rupee equivalent of \$250,000 per year beginning with United States fiscal year 1961-62.

If you concur in the foregoing, I propose that this note and your affirmative reply thereto shall constitute an agreement between our two Governments to enter into force on the date of your note in reply.

Sincerely yours,

ELLSWORTH BUNKER

Mr. L. K. JHA,

*Secretary,*

*Department of Economic Affairs,*

*Ministry of Finance,*

*Government of India,*

*New Delhi.*

*The Economic Secretary, Ministry of Finance of India to the American Ambassador*

ECONOMIC SECRETARY

MINISTRY OF FINANCE

NEW DELHI

*March 9 1961*

DEAR MR. AMBASSADOR:

I have received your letter dated the 9th March, 1961 reading as follows:

"I have the honour to refer to the Agricultural Commodities Agreement entered into by our two Governments on May 4, 1960 as amended on July 29, 1960 and September 23, 1960, providing for the financing of certain agricultural commodities under Title I of the Agricultural Trade Development and Assistance Act, as amended.

It is proposed that Article I of the said Agreement, as amended, be further amended by increasing the amount for cotton from

\$39.6 million to \$73.2 million and that the amount of ocean transportation be increased from \$200.0 million to \$201.5 million.

It is further proposed that the dollar figures given in the following paragraphs of Article II of the said Agreement, as amended, be increased as indicated hereafter: That in paragraph 1(a) the figure \$209,170,000 be increased to \$214,670,000; that in paragraphs 1(b) and 1(e) the figure \$562,765,000 be increased to \$577,565,000; and that in paragraph (2) the figure \$1,334,700,000 be increased to \$1,369,800,000.

I also refer to the exchange of notes of May 4, 1960 as amended on July 29, 1960 and September 23, 1960 with regard to the rupees accruing to uses indicated under Article II of the Agricultural Commodities Agreement of that date and propose that the dollar figures given in paragraph 1(ii) be increased by \$1.8 million to \$68,555,000.

Imports of cotton under Title I shall be over and above usual commercial imports from free world sources during United States fiscal year 1962 of not less than 350,000 bales (480 lbs. net weight).

With respect to the use of rupees provided for under Article II, sub-paragraph (A) of paragraph one, the Government of India will provide, on the request of the Government of the United States of America, facilities for the conversion of the rupee equivalent of up to \$500,000 into currencies other than United States dollars to be used in connection with educational exchange programs between other countries and the United States of America, at a rate not to exceed the rupee equivalent of \$250,000 per year beginning with the United States fiscal year 1961-62.

If you concur in the foregoing, I propose that this note and your affirmative reply thereto shall constitute an agreement between our two Governments to enter into force on the date of your note in reply."

I confirm that the understanding set forth in the above quoted letter is acceptable to the Government of India. I agree that your letter together with this reply shall constitute an agreement between our two Governments effective on the date of this reply.

Yours sincerely,

L. K. JHA

(L. K. Jha)

H. E. Mr. ELLSWORTH BUNKER,  
Ambassador Extraordinary and Plenipotentiary  
Of The United States of America,  
New Delhi.

# NETHERLANDS

## Defense: Weapons Production Program

*Agreement effected by exchange of notes*

*Signed at The Hague March 24, 1960;*

*Entered into force provisionally March 24, 1960; definitively  
January 2, 1962.*

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*The American Ambassador to the Netherlands Minister of Foreign  
Affairs*

THE FOREIGN SERVICE  
OF THE  
UNITED STATES OF AMERICA

No. 436

THE HAGUE, March 24, 1960.

EXCELLENCY:

I have the honor to refer to recent discussions between representatives of our two Governments concerning a Weapons Production Program, the purpose of which is to increase the capacity of North Atlantic Treaty Organization countries, jointly and severally, to produce, maintain, repair, and overhaul equipment and materials needed for their mutual defense.

As a result of these discussions, the following understandings were reached:

1. The Government of the United States of America will furnish under the Weapons Production Program to the Government of the Kingdom of the Netherlands such equipment, materials, services, and information as may be mutually arranged in accordance with paragraph 8 hereof, to assist in the production, maintenance, repair, and overhaul of equipment and materials needed for the common defense.

2. The assistance furnished by the Government of the United States of America under this program will be made available in accordance with the terms and conditions of the Mutual Defense Assistance Agreement between the United States of America and the Netherlands signed on January 27, 1950 [¹] and agreements amendatory and supplementary thereto.

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<sup>¹</sup> TIAS 2015; 1 UST 88.

3. The Weapons Production Program shall be carried on through mutually agreed projects, which may include projects carried on solely by the Netherlands as well as joint projects of coordinated production. Such joint projects may include those in which NATO countries carry out the project work through the North Atlantic Treaty Organization, including subsidiary bodies of the North Atlantic Council. Accordingly, assistance furnished by the Government of the United States of America under this agreement may, at the request of the Government of the Kingdom of the Netherlands, be furnished to the North Atlantic Treaty Organization or such a subsidiary body. The undertakings of the Government of the Kingdom of the Netherlands set forth in this agreement will extend to all joint projects in which the Netherlands participates as well as to projects carried out exclusively by the Government of the Kingdom of the Netherlands.

4.a. The Government of the Kingdom of the Netherlands, in connection with assistance intended to create or expand facilities under this program, will:

(1) Maintain or cause to be maintained those facilities which the Government of the United States of America has assisted to establish or expand so that they will be in a condition properly to produce, maintain, repair, and overhaul equipment and materials, when they may be required. Pending such time, such additional facilities and equipment furnished by the Government of the United States of America may be used for other agreed purposes, provided that such use will not interfere with the ready availability of such facilities for use for the purpose for which they were established or expanded.

(2) Furnish all of the land, buildings, equipment, materials, and services required for such additional facilities, except for the equipment, materials, services, and information to be furnished either by the Government of the United States of America or by other governments participating in joint projects, and take whatever measures are required to establish or expand such facilities in good operating order.

(3) Use its best efforts to maintain or cause to be maintained in usable condition a total capacity of facilities for the production or fabrication, for military purposes, of equipment and materials of the same type as those which may be produced or fabricated in a facility established or expanded with the assistance of the Government of the United States of America, which shall not be less than the aggregate of the capacity of such facilities already existing, those already programmed for construction in the Netherlands under public or private ownership on the date of the conclusion of the project arrangements for such a correspond-

ing facility, and those established or expanded with United States assistance.

(4) Maintain or cause to be maintained in usable condition a total capacity of facilities for the maintenance, repair, or overhaul of military equipment or materiel of the same type as those established or expanded with the assistance of the Government of the United States of America, which shall not be less than the aggregate of the capacity of such facilities already existing, those already programmed for construction in the Netherlands under public ownership on the date of the conclusion of the project arrangement for such a corresponding facility, and those established or expanded with United States assistance.

b. The undertakings in this paragraph with respect to the maintenance of facilities are subject to the understanding that should changed conditions make continued compliance with these undertakings either unnecessary as a matter of defense, or impracticable, the Government of the Kingdom of the Netherlands may, after consultation with the Government of the United States of America, modify those undertakings to accord with these changed conditions.

5. The Government of the Kingdom of the Netherlands also will:

a. Sell the products and services resulting from this program to other NATO nations at fair and reasonable prices, and shall not discriminate among such nations in terms of the price charged for, or the quality of, such products or services, the time within which such products or services are delivered and performed, or in any other manner, provided, however, that the defense requirements of the Netherlands and other countries participating in the production may be satisfied first.

b. Sell the products and services resulting from this program to non-NATO nations only in such cases as may be mutually agreed upon.

c. Exclude as an element of the price of the products and services sold any charge which is attributable in any way to the initial cost of equipment, materials, or services furnished by the Government of the United States of America.

d. Permit the importation and exportation free from customs duties, taxes, or other similar charges of equipment and materials sent to the Netherlands for production, maintenance, repair, or overhaul in any facility expanded or established with United States assistance, and permit the exportation free from customs duties, taxes, or other similar charges of the products and services of such facilities sold to other nations in accordance with the provisions of this note.

6. Agreement of our two Governments shall be a prerequisite to the sale or transfer to any other nation by the Netherlands of the following:

a. Items produced under this program to which the Government of the United States of America has contributed, either directly or indirectly, classified information essential to their manufacture, use or maintenance;

b. Any classified information of United States origin furnished in connection with the production, maintenance, repair, overhaul, or use of items produced under this program.

7. The Government of the Kingdom of the Netherlands will furnish without cost to the Government of the United States of America for defense purposes technical information (proprietary or other) developed in or essential to the production, maintenance, repair, overhaul, or development of military items under this program, and will grant to the Government of the United States of America for defense purposes a royalty-free license on inventions, improvements, and discoveries made in connection with the work carried out under this program, to the extent to which, and subject to the conditions under which, the Government of the Kingdom of the Netherlands has the right so to do without the payment of royalties or other compensation to others. The Government of the Kingdom of the Netherlands undertakes that, in entering into contracts subsequent to the effective date of this agreement for the production, maintenance, repair, overhaul, or development of military items under this program, it will obtain for the Government of the United States of America rights to technical information (proprietary or other) and to inventions, improvements and discoveries equal to those obtained under such contracts by the Government of the Kingdom of the Netherlands for itself.

8. In carrying out this program, our two Governments, acting through their appropriate contracting officers, will enter into supplementary arrangements covering the specific projects involved, which will set forth the nature and amounts of the contributions to be made by each Government, the description and purpose of the facilities to be established, appropriate security arrangements, and other appropriate details. Joint projects may be covered by supplementary arrangements entered into between the Government of the United States of America and the North Atlantic Treaty Organization, including subsidiary bodies of the North Atlantic Council.

9. The Agreement effected by an exchange of notes signed on April 29, 1955, and concerning a special program of facilities assistance [¹] is hereby terminated. However, individual project arrangements executed prior to the effective date of this Weapons

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<sup>1</sup> TIAS 3258; 6 UST 1159.

Production Program Agreement shall continue in full force and effect subject to the provisions of this Agreement, excepting those contained in paragraph 7 hereof.

I have the honor to suggest that if these understandings meet with the approval of the Government of the Kingdom of the Netherlands, this note and Your Excellency's note in reply concurring therein shall constitute detailed arrangements pursuant to Article I, paragraph 1, of the Mutual Defense Assistance Agreement, as amended and supplemented, superseding, except as provided in paragraph 9 of this note, the Agreement concluded in the exchange of notes signed at The Hague on April 29, 1955.

As far as the Kingdom of the Netherlands is concerned, the provisions of this Agreement shall apply to the Realm in Europe only.

The present Agreement shall enter into force on the date the Embassy of the United States is notified that the approval constitutionally required in the Netherlands has been obtained. Meanwhile, I suggest that the parties to the present Agreement shall apply its provisions from the date of Your Excellency's reply.

Please accept, Excellency, the renewed assurances of my highest consideration.

PHILIP YOUNG

His Excellency

J. M. A. H. LUNS,  
Minister of Foreign Affairs,  
The Hague.

*The Netherlands Minister of Foreign Affairs to the American  
Ambassador*

MINISTRY OF FOREIGN AFFAIRS  
THE HAGUE

EXCELLENCY:

I have the honour to acknowledge receipt of Your Excellency's Note dated March 24, 1960 and reading as follows:

"Excellency:

I have the honor to refer to recent discussions between representatives of our two Governments concerning a Weapons Production Program, the purpose of which is to increase the capacity of North Atlantic Treaty Organization countries, jointly and severally, to produce, maintain, repair, and overhaul equipment and materials needed for their mutual defense.

As a result of these discussions, the following understandings were reached:

1. The Government of the United States of America will furnish under the Weapons Production Program to the Government of the Kingdom of the Netherlands such equipment, materials, services, and information as may be mutually arranged in accordance with paragraph 8 hereof, to assist in the production, maintenance, repair, and overhaul of equipment and materials needed for the common defense.

2. The assistance furnished by the Government of the United States of America under this program will be made available in accordance with the terms and conditions of the Mutual Defense Assistance Agreement between the United States of America and the Netherlands signed on January 27, 1950 and agreements amendatory and supplementary thereto.

3. The Weapons Production Program shall be carried on through mutually agreed projects, which may include projects carried on solely by the Netherlands as well as joint projects of coordinated production. Such joint projects may include those in which NATO countries carry out the project work through the North Atlantic Treaty Organization, including subsidiary bodies of the North Atlantic Council. Accordingly, assistance furnished by the Government of the United States of America under this agreement may, at the request of the Government of the Kingdom of the Netherlands, be furnished to the North Atlantic Treaty Organization or such a subsidiary body. The undertakings of the Government of the Kingdom of the Netherlands set forth in this agreement will extend to all joint projects in which the Netherlands participates as well as to projects carried out exclusively by the Government of the Kingdom of the Netherlands.

4.a. The Government of the Kingdom of the Netherlands, in connection with assistance intended to create or expand facilities under this program, will:

(1) Maintain or cause to be maintained those facilities which the Government of the United States of America has assisted to establish or expand so that they will be in a condition properly to produce, maintain, repair, and overhaul equipment and materials, when they may be required. Pending such time, such additional facilities and equipment furnished by the Government of the United States of America may be used for other agreed purposes, provided that such use will not interfere with the ready availability of such facilities for use for the purpose for which they were established or expanded.

(2) Furnish all of the land, buildings, equipment, materials, and services required for such additional facilities, except for the equipment, materials, services, and information to be furnished either by the Government of the United States of America or by other governments participating in joint projects, and take whatever measures are required to establish or expand such facilities in good operating order.

(3) Use its best efforts to maintain or cause to be maintained in usable condition a total capacity of facilities for the production or fabrication, for military purposes, of equipment and materials of the same type as those which may be produced or fabricated in a facility established or expanded with the assistance of the Government of the United States of America, which shall not be less than the aggregate of the capacity of such facilities already existing, those already programmed for construction in the Netherlands under public or private ownership on the date of the conclusion of the project arrangements for such a corresponding facility, and those established or expanded with United States assistance.

(4) Maintain or cause to be maintained in usable condition a total capacity of facilities for the maintenance, repair, or overhaul of military equipment or material of the same type as those established or expanded with the assistance of the Government of the United States of America, which shall not be less than the aggregate of the capacity of such facilities already existing, those already programmed for construction in the Netherlands under public ownership on the date of the conclusion of the project arrangement for such a corresponding facility, and those established or expanded with United States assistance.

b. The undertakings in this paragraph with respect to the maintenance of facilities are subject to the understanding that should changed conditions make continued compliance with these undertakings either unnecessary as a matter of defense, or impracticable, the Government of the Kingdom of the Netherlands may, after consultation with the Government of the United States of America, modify those undertakings to accord with these changed conditions.

5. The Government of the Kingdom of the Netherlands also will:

a. Sell the products and services resulting from this program to other NATO nations at fair and reasonable prices, and shall not discriminate among such nations in terms of the price charged for, or the quality of, such products or services, the time within which such products or services are delivered and performed, or in any other manner, provided, however, that the defense requirements of the Netherlands and other countries participating in the production may be satisfied first.

b. Sell the products and services resulting from this program to non-NATO nations only in such cases as may be mutually agreed upon.

c. Exclude as an element of the price of the products and services sold any charge which is attributable in any way to the initial cost of equipment, materials, or services furnished by the Government of the United States of America.

d. Permit the importation and exportation free from customs duties, taxes, or other similar charges of equipment and materials sent to the Netherlands for production, maintenance, repair, or overhaul in any facility expanded or established with United States assistance, and permit the exportation free from customs duties, taxes, or other similar charges of the products and services of such facilities sold to other nations in accordance with the provisions of this note.

6. Agreement of our two Governments shall be a prerequisite to the sale or transfer to any other nation by the Netherlands of the following:

a. Items produced under this program to which the Government of the United States of America has contributed, either directly or indirectly, classified information essential to their manufacture, use or maintenance;

b. Any classified information of United States origin furnished in connection with the production, maintenance, repair, overhaul, or use of items produced under this program.

7. The Government of the Kingdom of the Netherlands will furnish without cost to the Government of the United States of America for defense purposes technical information (proprietary or other) developed in or essential to the production, maintenance, repair, overhaul, or development of military items under this program, and will grant to the Government of the United States of America for defense purposes a royalty-free license on inventions, improvements, and discoveries made in connection with the work carried out under this program, to the extent to which, and subject to the conditions under which, the Government of the Kingdom of the Netherlands has the right so to do without the payment of royalties or other compensation to others. The Government of the Kingdom of the Netherlands undertakes that, in entering into contracts subsequent to the effective date of this agreement for the production, maintenance, repair, overhaul, or development of military items under this program, it will obtain for the Government of the United States of America rights to technical information (proprietary or other) and to inventions, improvements and discoveries equal to those obtained under such contracts by the Government of the Kingdom of the Netherlands for itself.

8. In carrying out this program, our two Governments, acting through their appropriate contracting officers, will enter into supplementary arrangements covering the specific projects involved, which will set forth the nature and amounts of the contributions to be made by each Government, the description and purpose of the facilities to be established, appropriate security arrangements, and other appropriate details. Joint projects may be covered by supplementary ar-

rangements entered into between the Government of the United States of America and the North Atlantic Treaty Organization, including subsidiary bodies of the North Atlantic Council.

9. The Agreement effected by an exchange of notes signed on April 29, 1955, and concerning a special program of facilities assistance is hereby terminated. However, individual project arrangements executed prior to the effective date of this Weapons Production Program Agreement shall continue in full force and effect subject to the provisions of this Agreement, excepting those contained in paragraph 7 hereof."

I have the honour to inform Your Excellency that the Netherlands Government accept the foregoing provisions and will regard Your Excellency's Note and the present reply as constituting an agreement between our two Governments, pursuant to Article I, paragraph 1, of the Mutual Defense Assistance Agreement, as amended and supplemented, superseding, except as provided in paragraph 9 of this note, the Agreement concluded in the exchange of notes signed at The Hague on April 29, 1955.

As far as the Kingdom of the Netherlands is concerned, the provisions of this Agreement shall apply to the Realm in Europe only.

The present Agreement shall enter into force on the date the United States Embassy is notified that the approval constitutionally required in the Netherlands, has been obtained. I accept your suggestion that, meanwhile, the parties to the present Agreement shall apply its provisions from the date of this Note of Reply.

Please accept, Excellency, the renewed assurances of my highest consideration.

J M A H LUNS

THE HAGUE, March 24, 1960

His Excellency

P. YOUNG,

*United States Ambassador,  
The Hague.*

# ITALY

## Interchange of Patent Rights and Technical Information for Defense Purposes

*Agreement signed at Rome October 3, 1952;  
Entered into force provisionally October 3, 1952, and definitively  
December 16, 1960.  
And exchanges of notes dated at Rome March 9 and October 27, 1959,  
and April 29 and August 2, 1960:  
Regarding procedures for filing classified patent applications.*

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### AGREEMENT

#### on Arrangements Respecting Patents and Technical Information in Defense Programs

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### ACCORDO

relativo ad intese sui brevetti e le informazioni tecniche  
nell'ambito dei programmi di difesa

**AGREEMENT****on Arrangements Respecting Patents and Technical Information  
in Defense Programs**

The GOVERNMENT of the UNITED STATES of AMERICA and the GOVERNMENT of ITALY,

In keeping with the spirit and objectives of Article III of the North Atlantic Treaty signed at Washington on April 4, 1949; [<sup>1</sup>] and

Desiring generally to assist in the production of equipment and materials required for defense by facilitating and expediting the interchange of patent rights and technical information;

Agree as follows:

**Article I**

The Contracting Governments recognize

(a) that when privately-owned patent rights and "technical information" (which for the purpose of this Agreement is defined as information originated by or peculiarly within the knowledge of the owner thereof and those in privity with him, which is not available to the public and is subject to protection as property under recognized legal principles) are used or provided in connection with production arrangements for the purpose of defense, the owners of such patent rights and technical information are entitled

(i) to prompt, just and effective compensation therefor; and  
(ii) to be afforded, so far as practicable, an opportunity of protecting and preserving any rights they may have therein; and

(b) that if such patent rights and technical information provided or used for purposes of defense are used for purposes not related to defense, the owners thereof are entitled to due compensation therefor.

**Article II**

Each Contracting Government shall designate a representative, assisted by an advisory staff, to meet with the representative and staff of the other to constitute a Technical Property Committee. It shall be the function of this Committee to consider such matters relating to the subject of this Agreement as may be brought before it by either Government, and, in addition,

(a) to make recommendations to the Contracting Governments concerning any question relating to patent rights and technical information which is affected by the defense program and is brought to its attention by either Government;

(b) to assist in the negotiation of agreements for the use of patent rights and technical information in the defense program;

<sup>1</sup> TIAS 1964; 63 Stat., pt. 2, p. 2242.

## ACCORDO

relativo ad intese sui brevetti e le informazioni tecniche  
nell'ambito dei programmi di difesa

Il GOVERNO DEGLI STATI UNITI D'AMERICA ed il GOVERNO ITALIANO,

In armonia con lo spirito e gli obiettivi dell'art. III del Trattato Nord Atlantico, firmato a Washington il 4 aprile 1949; e

Desiderando in linea generale di prestarsi assistenza nella produzione degli equipaggiamenti e dei materiali necessari per la difesa, col facilitare e rendere più spedito lo scambio dei brevetti e delle informazioni tecniche;

Concordano quanto segue:

### Art. 1

I Governi contraenti riconoscono:

a) che quando brevetti ed «informazioni tecniche» di proprietà privata (che agli effetti del presente Accordo si intende comprendano: informazioni derivanti direttamente dal, o rientranti in modo speciale nella conoscenza del, proprietario o di coloro che hanno con lui relazione legale, le quali non siano già di dominio pubblico e siano protette come proprietà in base a riconosciuti principi di legge) sono usati o messi a disposizione, in relazione ad intese di produzione per scopi di difesa, i proprietari di tali brevetti ed informazioni tecniche hanno diritto

- (i) ad un compenso immediato, equo ed effettivo; e
  - (ii) ad usufruire, per quanto possibile, dei mezzi atti a proteggere e preservare ogni loro diritto; e
- b) che se tali brevetti ed informazioni tecniche, messi a disposizione od usati per scopi di difesa, vengono usati per scopi non attinenti alla difesa, i proprietari hanno diritto al dovuto compenso.

### Art. 2

Ogni Governo contraente designerà un rappresentante, assistito da un gruppo di consiglieri, che si riunirà col rappresentante ed i consiglieri dell'altro, in modo da costituire un «Comitato per la Proprietà tecnica». Sarà compito di questo Comitato di prendere in esame ogni questione relativa a quanto forma oggetto del presente Accordo, che gli sarà sottoposta da uno dei due Governi ed inoltre

- a) di fare raccomandazioni ai Governi contraenti su ogni questione relativa ai brevetti ed alle informazioni tecniche che sia collegata con il programma di difesa e che gli venga sottoposta da uno dei due Governi;
- b) di prestare la sua assistenza in occasione della negoziazione di accordi per l'uso dei brevetti e delle informazioni tecniche nell'ambito del programma di difesa;

- (c) to take note of pertinent agreements for the use of patent rights and technical information in the defense program, and, where necessary, obtain the views of the two Governments on the acceptability of such agreements;
- (d) to encourage projects, and facilitate the use of patent rights and technical information in projects, for technical collaboration undertaken by the armed services of either Government;
- (e) to arrange for the procurement of, and to make recommendations respecting payment for, licenses and indemnities covering inventions in appropriate cases arising in the defense program; and
- (f) to keep under review all questions concerning the use, for the purposes of the defense program, of all inventions which are, or hereafter come, within the provisions of Article V.

### Article III

Each Government shall, whenever practicable without undue limitation of, or impediment to, defense production, facilitate the use of patent rights and encourage the flow and use for defense purposes of privately-owned technical information –

- (a) through the medium of any existing commercial relationships between the owners of such patent rights and technical information and persons or business establishments in the country where the patent or information is to be used; and
- (b) in the absence of such existing relationships, through the creation by such owners of such commercial relationships;

provided that such arrangements shall not conflict with security requirements, and provided further that the terms of all such arrangements shall be subject to the law of either country as may be appropriate.

### Article IV

When for defense purposes, technical information is supplied by one Contracting Government to the other for information purposes only, and such fact is so specified at the time of the supply, the latter Government shall treat the information as disclosed in confidence and use its best endeavors to ensure that the information is not dealt with in any manner likely to prejudice the rights of the owner thereof to obtain patent or other like statutory protection therefor.

### Article V

Each Government will adopt procedures to assure that when one Government owns an interest in an invention, which invention is used by the other Government for defense purposes, such use will, to the extent that no liability to private owners with established interests in such inventions would be incurred, be without cost to such other Government.

c) di prendere nota degli accordi in merito all'uso dei brevetti e delle informazioni tecniche nell'ambito del programma di difesa e, ove necessario, ottenere il parere dei due Governi per stabilire se tali accordi possano essere da loro accettati;

d) di incoraggiare progetti e facilitare l'uso dei brevetti ed informazioni tecniche in progetti per la collaborazione tecnica intrapresi dalle forze armate dei due Paesi;

e) di predisporre quanto necessario per la messa a disposizione delle licenze e delle indennità a copertura delle invenzioni e di fare raccomandazioni relative al pagamento di esse, nei casi in cui ciò si rivelasse necessario nell'ambito del programma di difesa;

f) di tenere in evidenza tutte le questioni relative all'uso, nel quadro del programma di difesa, di tutte le invenzioni che rientrano o rientreranno nel disposto dell'art. 5.

### Art. 3

Ciascun Governo faciliterà l'uso dei brevetti ed incoraggerà la circolazione e l'uso per scopi di difesa delle informazioni tecniche di proprietà privata quando ciò sia attuabile senza provocare limitazioni od impedimenti alla produzione per la difesa:

a) attraverso i normali tratti commerciali esistenti tra i proprietari di tali brevetti ed informazioni tecniche e le persone o le imprese commerciali nel Paese in cui il brevetto o l'informazione deve essere usata; e

b) in mancanza di tali tratti, attraverso la creazione di essi da parte dei proprietari interessati;

purchè tali accordi non contrastino con le necessità di sicurezza e purchè le disposizioni di tutti questi accordi siano soggette alla legge di ambedue i Paesi, nel modo più appropriato.

### Art. 4

Quando, per scopi di difesa, una informazione tecnica viene fornita da un Governo contraente all'altro a puro titolo informativo, e di ciò viene fatta espressa menzione al momento della trasmissione di tale informazione, questa sarà considerata dal Governo ricevente come comunicatagli in via confidenziale; tale Governo farà del suo meglio per assicurare che l'informazione sia usata in ogni caso in maniera da non pregiudicare i diritti del proprietario ad ottenere il brevetto o ogni altra protezione statutaria su di essa.

### Art. 5

Ciascun Governo adotterà le misure necessarie per assicurare che, quando ad uno di essi appartenga un'interesse in una invenzione e questa invenzione sia usata dall'altro Governo per scopi di difesa, tale uso sarà gratuito per l'altro Governo se ed in quanto non incombono oneri a favore di proprietari privati i quali abbiano degli interessi riconosciuti in tali invenzioni.

### Article VI

Each Contracting Government agrees to accord any information made available to it or its nationals for the purpose of defense production the same degree of security protection as such information receives in the country from which it is transmitted. Patentable information transmitted for such purposes, but which is subject to security restrictions in the country of origin, shall be treated with no less security restrictions in the country to which transmitted. Information, the subject of a patent application held in secrecy in the country of origin, shall be accorded similar treatment when a corresponding patent application is filed in the other country.

### Article VII

Each Contracting Government shall supply to the other all necessary production information and other assistance required for the purposes of assessing payments and awards arising out of the operation of this Agreement.

### Article VIII

Nothing in this Agreement shall apply to patents, patent applications and technical information in the field of atomic energy which are restricted by the applicable laws of either Government.

### Article IX

The present Agreement shall enter into force provisionally on the date of signature and definitively [¹] on the date of notification to the United States Government by the Italian Government of the fulfillment of its constitutional formalities.

This Agreement will terminate one year after the receipt of notification by either Government of the intention of the other to terminate it, but without prejudice to obligations and liabilities which have then accrued pursuant to the terms of this Agreement.

The terms of this Agreement may be reviewed at any time at the request of either Government.

DONE at Rome, in duplicate, in the English and Italian languages, both texts authentic, this 3d day of October, 1952.

For the GOVERNMENT  
OF THE UNITED STATES  
OF AMERICA  
**ELLSWORTH BUNKER**

For the GOVERNMENT  
OF ITALY  
**PAOLO EMILIO TAVIANI.**

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<sup>1</sup> Dec. 16, 1960.

**Art. 6**

Ciascun Governo consente ad accordare ad ogni informazione messa a sua diretta disposizione o a disposizione di suoi cittadini, per scopi di produzione per la difesa, lo stesso grado di sicura salvaguardia che tale informazione riceve nel Paese dal quale è stata trasmessa. Le informazioni brevettabili trasmesse per tali scopi, ma che siano soggette nel Paese di origine a restrizioni per assicurarne la segretezza, dovranno fruire di restrizioni di sicurezza corrispondenti nel Paese al quale sono state trasmesse.

Alle informazioni che sono oggetto di una richiesta di brevetto di carattere segreto nel Paese di origine dovrà essere accordato un trattamento analogo quando una richiesta di brevetto corrispondente viene depositata nell'altro Paese.

**Art. 7**

Ciascun Governo contraente fornirà all'altro tutte le informazioni necessarie relative alla produzione ed ogni altra assistenza richiesta per i pagamenti connessi e gli indennizzi che si renderanno necessari a seguito della pratica applicazione di questo Accordo.

**Art. 8**

Nessuna delle disposizioni di questo Accordo si applicherà ai brevetti, alle richieste di brevetti ed alle informazioni tecniche nel campo dell'energia atomica, quando essi siano sottoposti a segreto in base alle leggi vigenti in uno dei due Stati.

**Art. 9**

Il presente Accordo entrerà in vigore provvisoriamente al momento della sua firma e definitivamente quando il Governo Italiano notificherà al Governo degli Stati Uniti l'adempimento delle proprie formalità costituzionali.

Esso cesserà di avere vigore dopo un anno dalla data in cui una delle parti contraenti avrà ricevuto dall'altra parte la notifica della sua intenzione di recedere dall'Accordo. Ciò tuttavia senza pregiudizio per gli obblighi e le responsabilità che saranno stati assunti in base alle disposizioni del presente Accordo.

I termini del presente Accordo potranno essere modificati in ogni tempo, su richiesta di uno dei due Governi.

FATTO a Roma, in duplice originale, nelle lingue inglese ed italiana, i due testi facenti egualmente fede, il 3 ottobre 1952.

Per il GOVERNO  
ITALIANO

PAOLO EMILIO TAVIANI.

Per il GOVERNO  
DEGLI STATI UNITI  
D'AMERICA

ELSWORTH BUNKER

*The American Ambassador to the Italian Minister for Foreign Affairs*

No. 1096

ROME, March 9, 1959

**EXCELLENCY:**

I have the honor to refer to the Agreement on Arrangements Respecting Patents and Technical Information in Defense Programs between the Government of the United States of America and the Government of Italy which was signed in Rome on October 3, 1952,[<sup>1</sup>] and to the discussions between representatives of our two Governments regarding procedures for the reciprocal filing of classified patent applications under the terms of Article II and VI of this Agreement. I attach a copy of the procedures prepared during the course of these discussions and agreed to by those representatives.

I am now instructed to inform you that the enclosed procedures have been agreed to by the Government of the United States of America. I would appreciate it if you would confirm that they are also acceptable to your Government. Upon receipt of such confirmation, my Government will consider that these procedures shall thereafter govern the reciprocal filing of classified patent applications, in accordance with the terms of the aforesaid Agreement.

Please accept, Excellency, the renewed assurances of my highest consideration.

JAMES DAVID ZELLERBACH

**Enclosures:**

1. Copy of Procedures
2. Code of Federal Regulations  
Part 5 of Title 37, Para. 5.5.

**His Excellency**

GIUSEPPE PELLA,  
*Minister for Foreign Affairs,*  
*Rome.*

**PROCEDURES FOR RECIPROCAL FILING OF CLASSIFIED  
PATENT APPLICATIONS IN THE UNITED STATES OF  
AMERICA AND ITALY**

**1. General**

The following procedures are in implementation of Article VI of the Agreement on Arrangements Respecting Patents and Technical Information in Defense Programs between the Government of the United States of America and the Government of Italy which was signed and entered into force provisionally on October 3, 1952. The purpose of these procedures is to facilitate the filing of patent applications involving classified subject matter of defense interest, by inventors of one coun-

<sup>1</sup> *Ante*, p. 190.

try in the other country, and to guarantee adequate security in such other country for the inventions disclosed by such applications. These procedures are based upon the following understandings with respect to basic security requirements:

(a) Each Government has authority within its jurisdiction to impose secrecy on an invention of defense interest which it considers to involve classified subject matter.

(b) The authority of each Government, when acting as the originating Government, to impose, modify or remove secrecy orders shall be exercised only at the request, or with the concurrence, of national defense officials of that Government, or pursuant to criteria established by national defense agencies of that Government.

(c) Secrecy orders shall apply to the subject matter of the inventions concerned, and prohibit unauthorized disclosure of the same by all persons having access thereto.

(d) Adequate physical security arrangements shall be provided in all Government departments, including Patent Offices, handling inventions of defense interest and all persons in these departments and offices required to handle such inventions shall have been security cleared.

(e) Each Government shall take all possible steps to prevent unauthorized foreign filing of patent applications which may involve classified subject matter for defense interest.

(f) Permission for foreign filing of a patent application involving classified subject matter of defense interest shall remain discretionary with each Government.

(g) The recipient Government shall assign to the invention involved a classification corresponding to that given in the country of origin and shall take effective measures to provide security protection appropriate to such classification.

(h) Where patent applications covered by a secrecy order are handled by patent agents or attorneys in private practice, arrangements shall be made for the security clearance of these agents or attorneys and all of their employees prior to their handling such applications or information relating thereto, as well as for adequate physical security measures in their offices.

(i) When secrecy has been imposed on an invention in one country and the inventor has been given permission to apply for a patent in the other country, all communications regarding the classified aspects of the invention shall pass through diplomatic or other secure channels.

## 2. Applications Originating in the United States

The following provisions shall apply when, for defense purposes, a United States patent application has been placed in secrecy under the provisions of Title 35, United States Code, Section 181, [1] and the applicant wishes to file a corresponding application in Italy;

<sup>1</sup> 66 Stat. 805.

(a) The applicant shall petition the United States Commissioner of Patents for modification of the secrecy order to permit filing in Italy. This petition will be prepared in conformance with paragraph 5.5 of Part 5, Title 37, Code of Federal Regulations, the provisions of which are incorporated herein by reference.

(b) Under Italian law a patent or patent application relating to defense is subject to compulsory surrender to the State. However, the Italian law also provides that in such cases the compulsory surrender may be confined to the right to use the invention involved for purposes of the State. It is agreed that, when a patent application is filed in Italy under these procedures, the Government of Italy will limit its powers of compulsory surrender under the above mentioned provisions of law to the right to use, for defense purposes only, the invention covered by such patent application.

(c) Permission to file a classified patent application in Italy is conditional upon the applicants agreeing to:

(1) Make the invention involved or any information relating thereto available to the Italian Government for purposes of defense;

(2) Waive any right to compensation for damage which might arise under the laws of Italy by virtue of the mere imposition of secrecy on his invention in Italy, but reserving any right of action for compensation provided by the laws of Italy for use by the Italian Government of the invention disclosed by the application.

(d) Upon obtaining permission to file in Italy, the applicant shall forward the documents for the foreign application to the defense agency which initiated the secrecy order.

(e) The defense agency shall transmit, through diplomatic channels, the documents received from the applicant to the appropriate section of the United States Embassy in Italy. The letter transmitting the documents to the United States Embassy in Italy shall indicate the security classification given to the application in the United States, state that the invention involved or information relating thereto has been made available to the Italian Government for purposes of defense, and state that the applicant has authorization to file a corresponding application in Italy under the provisions of Title 35, United States Code, Section 184. It shall also include instructions for the Embassy to inquire of appropriate Italian Ministry of Defense officials as to whether the Italian patent agent designated by the applicant is security cleared in accordance with the provisions of subparagraph 1 (h), supra.

(f) If the designated patent agent is not security cleared, the Italian Ministry of Defense shall so inform the appropriate section of the American Embassy, which shall forward such information to the United States defense agency which initiated the secrecy order. It shall then be necessary for the designated patent agent to become security cleared, if time permits, or for the patent applicant to select another patent agent and submit his name through the United States defense agency to the American Embassy in Italy.

(g) When a security cleared patent agent has been designated, the Embassy shall transmit the documents to him by personal delivery or in any other manner consistent with Italian security regulations.

(h) The Italian patent agent shall then file the application in the Italian Patent Office in Rome.

(i) The Italian Patent Office will take the necessary measures to keep the application and the documents enclosed with it in secrecy and, subject to the provisions of paragraph 5, will withhold the grant of a patent thereon for such period as secrecy is required by either Government.

(j) The applicant shall submit as soon as possible to the initiating agency the serial number and filing date of the Italian application.

### 3. Applications Originating in Italy

The following provisions shall apply when, for defense purposes, an Italian patent application involving classified subject matter of defense interest has been placed in secrecy under the provisions of Italian law, and the applicant wishes to file a corresponding application in the United States of America:

(a) The applicant shall send a written request to the Italian Minister of Defense asking permission to file such an application in the United States of America.

(b) Permission to file a classified patent application in the United States shall be conditional upon the applicants agreeing to:

(1) Make the invention involved or any information relating thereto available to the United States Government for purposes of defense;

(2) Waive any right to compensation for damage which might arise under the laws of the United States by virtue of the mere imposition of secrecy on his invention in the United States, but reserving any right of action for compensation provided by the laws of the United States for use by the United States Government of the invention disclosed by the application.

(c) Upon obtaining permission to file in the United States, the applicant shall forward to the Italian Ministry of Defense, three copies of the foreign patent application, all in conformance with Italian security regulations.

(d) The Italian Ministry of Defense shall transmit, through diplomatic channels, the documents received from the applicant, simultaneously, as follows:

(1) One copy to the appropriate service attache in the United States Embassy in Italy for use by the United States Government for defense purposes; and

(2) Two copies to the Military Attache at the Italian Embassy in the United States. The letter transmitting the documents to the Military Attache at the Italian Embassy in the United States shall

indicate the security classification given to the application or patent in Italy and state that the invention involved and information relating thereto has been made available to the United States Government for purposes of Defense, in accordance with provisions of Title 35, United States Code, Section 181-188 inclusive.. It shall also include instructions for the Military Attache to inquire of the Secretary, Armed Services Patent Advisory Board, Patents Division, Office of the Judge Advocate General, Department of the Army, Washington 25, D.C., as to whether the American attorney or agent designated by the applicant is security cleared in accordance with the provisions of subparagraph 1 (h) supra.

(e) If the designated attorney or agent is not security cleared, the Secretary, Armed Services Patent Advisory Board, shall so inform the Military Attache, who shall forward such information to the Italian Ministry of Defense. It shall then be necessary for the designated attorney or agent to become security cleared, if time permits, or for the patent applicant to select another attorney or agent and submit his name through the Italian Military Attache to the Secretary of the Armed Services Patent Advisory Board.

(f) When a security cleared attorney or agent has been designated, the Italian Military Attache shall transmit the documents to him by personal delivery or in any other manner consistent with United States security regulations. The designated attorney or agent shall then file the application in the United States Patent Office and shall forward to the Secretary of the Armed Services Patent Advisory Board a copy of the application as filed, as well as a copy of the document issued by the Italian Government to the patent applicant permitting him to file in the United States.

(g) The Government of the United States shall then place the application in secrecy.

#### 4. Subsequent Correspondence Between Applicant and Foreign Patent Office.

(a) All subsequent correspondence of a classified nature between an applicant in either country and the patent office in the other country shall be through the same channels as outlined for the original application.

(b) Unclassified formal notification such as statements of fees, extensions of time limits, etc., may be sent by the patent offices directly to the applicant or his authorized representative without any special security arrangements.

#### 5. Removal of Secrecy

(a) A secrecy order shall be removed only on the request of the originating Government.

(b) The originating Government shall give the other Government six weeks' notice of its intention to remove secrecy and shall take into account, as far as possible, any representations made by the other Government during this period.

## 6. Notification of Changes in Laws and Regulations

Each Government shall give the other Government prompt notice through the Technical Property Committee of any changes in its laws or regulations affecting these procedures.

## CODE OF FEDERAL REGULATIONS

### *Part 5 of Title 37, Paragraph 5.5*

#### *Permit to Disclose or Modification of Secrecy Order*

Consent to disclosure, or to the filing of an application abroad, as provided in 35 U.S.C. 182,[1] shall be made by a "permit" or "modification" of the secrecy order.

Petitions for a permit or modification must fully recite the reason or purpose for the proposed disclosure. Where any proposed disclosee is known to be cleared by a defense agency to receive classified information, adequate explanation of such clearance should be made in the petition including the name of the agency or department granting the clearance and the date and degree thereof. The petition must be filed in duplicate and be accompanied by one copy of the application or an order for the same, unless a showing is made that such a copy has already been furnished to the department or agency which caused the secrecy order to be issued.

In a petition for modification of a secrecy order to permit filing abroad, all countries in which it is proposed to file must be made known, as well as all attorneys, agents and others to whom the material will be consigned prior to being lodged in the foreign patent office. The petition should include a statement vouching for the loyalty and integrity of the proposed disclosees and where their clearance status in this or the foreign country is known all details should be given.

Consent to the disclosure of subject matter from one application under secrecy may be deemed to be consent to the disclosure of common subject matter in other applications under secrecy order so long as not taken out of context in a manner disclosing material beyond the modification granted in the first application.

The permit or modification may contain conditions and limitations.

*The Italian Minister of Foreign Affairs to the American Ambassador*

IL MINISTRO DEGLI AFFARI ESTERI

49/01070

ROMA, 27 ottobre 1959

SIGNOR AMBASCIATORE,

Mi onoro di riferirmi alla Sua lettera in data 9 marzo 1959 n. 1096, con la quale mi ha fatto pervenire il testo delle procedure redatte e

<sup>1</sup> 66 Stat. 806.

concordate tra i rappresentanti dei nostri due Governi, concernenti il reciproco deposito di domande di brevetto a carattere riservato in base agli artt. II e VI dell'Accordo tra l'Italia e gli Stati Uniti relativo alle intese sui Brevetti e le Informazioni tecniche nell'ambito dei programmi di difesa, firmato il 3 ottobre 1952.

Nel prendere atto che le procedure indicate hanno avuto l'adesione del Governo degli Stati Uniti d'America, sono lieto di comunicarLe che ad esse aderisce anche il mio Governo.

Resta inteso che nel ricevere la presente comunicazione i due Governi considereranno operanti le disposizioni di cui al suddetto Accordo sulla regolamentazione delle procedure relative al reciproco deposito di domande di brevetto a carattere riservato.

Voglia accogliere, Signor Ambasciatore le espressioni della mia più alta considerazione.

PELLA

./. 1/Copia delle procedure

A Sua Eccellenza

Mr. JAMES DAVID ZELLERBACH

*Ambasciatore degli Stati Uniti d'America  
Roma*

**SCHEMA DI REGOLAMENTAZIONE DELLE PROCEDURE RELATIVE AL RECIPROCO DEPOSITO DI DOMANDE DI BREVETTO A CARATTERE RISERVATO, NEGLI STATI UNITI D'AMERICA E IN ITALIA.**

**I—Disposizioni generali**

Le seguenti procedure attuano l'art. VI dell'Accordo tra l'Italia e gli Stati Uniti d'America relativo ad intese sui brevetti e le informazioni tecniche nell'ambito dei programmi di difesa entrato in vigore provvisoriamente il 3 ottobre 1952. Scopo di tali procedure è quello di facilitare il deposito da parte degli inventori di un Paese nell'altro Paese, di domande di brevetto che, riferendosi ad invenzioni interessanti la difesa, hanno carattere riservato, e che debbono, pertanto, avere in tale altro Paese, adeguate garanzie di sicurezza per le invenzioni descritte nelle domande stesse.

Tali procedure, regolate dalle presenti intese, debbono rispondere ai seguenti requisiti fondamentali di sicurezza:

a) ciascun governo ha facoltà, nella propria giurisdizione, di imporre il vincolo del segreto sulle invenzioni che si riferiscono a materia di carattere riservato e interessano la difesa;

b) la facoltà del Governo del Paese di origine della domanda di brevetto di imporre o di togliere il vincolo del segreto sarà esercitata solamente a richiesta o con l'accordo dei rappresentanti qualificati della difesa nazionale di tale Governo o in applicazione di criteri fissati dalle Amministrazioni della difesa di detto Governo;

c) il vincolo del segreto dovrà applicarsi alla materia attinente alle invenzioni e comprendere la proibizione della divulgazione dell'invenzione stessa da parte di chiunque ne possa venire a conoscenza;

d) idonei dispositivi di sicurezza saranno adottati negli uffici governativi, ivi compreso l'Ufficio Brevetti, che si occupano di invenzioni interessanti la difesa e tutte le persone addette a tali uffici e che tratteranno tali invenzioni dovranno essere state dichiarate idonee dal punto di vista delle norme di sicurezza;

e) ciascun governo adotterà tutti i provvedimenti necessari per prevenire il deposito all'estero non autorizzato di domande di brevetti che si riferiscono a materia di carattere riservato ed interessino la difesa;

f) l'autorizzazione per il deposito all'estero di una domanda di brevetto concernente materia di carattere riservato ed interessante la difesa rientra nei poteri discrezionali di ciascun Governo;

g) il Governo che riceve la domanda di brevetto deve assegnare alla relativa invenzione un grado di segretezza corrispondente a quello attribuito all'invenzione stessa, nel Paese di origine adottando efficaci misure affinchè tale grado di segretezza venga assicurato in modo adeguato;

h) se domande di brevetto soggette al vincolo di segreto sono trattate da agenti di brevetto o da altri professionisti nell'esercizio della loro attività, saranno presi accordi per garantire l'idoneità, dal punto di vista della sicurezza, di tali agenti o professionisti e di tutti i loro impiegati prima ancora di affidarne loro la trattazione, come pure per assicurare che, nei loro uffici, esistano le opportune attrezziature di sicurezza;

i) quando in un Paese una invenzione è stata posta sotto il vincolo del segreto e l'inventore è stato autorizzato ad effettuarne il deposito nell'altro Paese, qualsiasi comunicazione concernente gli aspetti riservati dell'invenzione sarà trasmessa per il tramite diplomatico od altro sicuro canale.

## 2)—Domande di brevetto originarie degli Stati Uniti d'America

Se, per fini di difesa, una domanda di brevetto originaria degli Stati Uniti d'America è stata posta sotto il vincolo di segreto in applicazione del Titolo 35, Sezione 181 dello "United States Code", il richiedente che desideri depositare una corrispondente domanda di brevetto in Italia, deve attenersi alle disposizioni seguenti:

(a)—rivolgere una istanza al "Commissioner of Patents" degli Stati Uniti d'America intesa ad ottenere una modifica del vincolo di segreto che gli consenta di depositare, in Italia, la domanda di brevetto. Tale istanza deve essere redatta in conformità del paragrafo 5.5 della Parte 5, Titolo 37 del "Code of Federal Regulations" le cui disposizioni sono qui indicate ai fini di consultazione.

(b)—La legge italiana dispone che un brevetto o una domanda di brevetto possa essere coattivamente ceduta allo Stato nell'interesse della difesa.

Essa dispone, altresì, che tale cessione obbligatoria possa venire limitata al diritto di uso dell'invenzione stessa per i bisogni dello Stato. Resta convenuto che, ove una domanda di brevetto venga depositata in Italia in base alla presente regolamentazione, il Governo italiano limiterà i suoi poteri, in materia di cessione obbligatoria ai sensi delle sopra richiamate disposizioni di legge, all'uso dell'invenzione oggetto della domanda di brevetto per i soli fini della difesa.

(c)—Per ottenere l'autorizzazione ad effettuare in Italia il deposito di una domanda di brevetto il richiedente deve:

1—Dichiarare di mettere a disposizione del Governo Italiano per gli scopi di difesa l'invenzione ed ogni informazione ad essa relativa;

2—Rinunciare ad ogni diritto d'indennizzo per i danni che possano sorgere in applicazione delle leggi italiane per effetto della semplice imposizione del vincolo del segreto alla sua invenzione in Italia con riserva di ogni diritto ad azione per i compensi previsti dalle leggi italiane in conseguenza dell'uso da parte del Governo Italiano dell'invenzione comunicata mediante la domanda di brevetto.

(d)—Ottenuta l'autorizzazione per il deposito della domanda in Italia, il richiedente, invia i documenti necessari per il deposito all'estero all'Organo della Difesa che ha preso la iniziativa di sottoporre l'invenzione al vincolo del segreto.

(e)—L'Organo della Difesa provvederà successivamente a trasmettere, per via diplomatica, i documenti del richiedente alla competente sezione dell'Ambasciata degli Stati Uniti in Italia. Nella lettera di trasmissione dei documenti all'Ambasciata degli Stati Uniti in Italia sarà indicato il grado di segretezza assegnato all'invenzione negli Stati Uniti d'America, sarà dichiarato che l'invenzione o qualsiasi informazione ad essa relativa è stata messa a disposizione del Governo Italiano per scopi di difesa e indicherà che il richiedente ha ottenuto la autorizzazione a depositare una corrispondente domanda di brevetto in Italia in base alle disposizioni del Titolo 35, Sezione 184 dello "United States Code". La lettera di trasmissione comprenderà, inoltre, le istruzioni per l'Ambasciata che dovrà assumere informazioni, attraverso i funzionari del Ministero della Difesa italiano, circa l'idoneità, in relazione alle norme di sicurezza considerate sul paragrafo 1 h di cui sopra, dell'agente di brevetto designato dal richiedente.

(f)—Se l'agente di brevetto designato non è considerato idoneo sotto il profilo della sicurezza, il Ministro italiano della Difesa ne darà notizia alla competente sezione dell'Ambasciata americana, la quale ne informerà l'Organo americano di difesa che prese l'iniziativa di sottoporre l'invenzione al vincolo del segreto. Si renderà quindi necessario, per l'agente di brevetto designato, in quanto ve ne sia il tempo, di ottenere la dichiarazione di idoneità dal punto di vista della sicurezza, salvo che il richiedente non designi un altro agente di brevetti comunicandone il nome all'Ambasciata Americana in Italia per il tramite dell'Organo di difesa degli Stati Uniti.

(g)—Se l'agente di brevetti designato dal richiedente è considerato idoneo, dal punto di vista delle norme di sicurezza, l'Ambasciata gli

trasmetterà la documentazione ricevuta mediante consegna alla persona o con altri mezzi rispondenti alle disposizioni italiane in materia di sicurezza.

(h)—L'agente di brevetti italiano depositerà successivamente la domanda presso l'Ufficio brevetti di Roma.

(i)—L'Ufficio brevetti italiano adotterà le misure necessarie affinchè la domanda di brevetto ed i documenti ad essa allegati vengano mantenuti segreti secondo le disposizioni specificate nel paragrafo 5, e sosponderà, in ordine alla suddetta domanda, la concessione del brevetto fino a quando l'uno o l'altro dei due Governi lo ritenga necessario.

(j)—Il richiedente comunicherà al più presto possibile all'Organo della Difesa che ha preso l'iniziativa di sottoporre l'invenzione al vincolo del segreto, la data e gli altri estremi concernenti il deposito, in Italia, delle domande di brevetto.

### 3—Domande di brevetto originarie dell'Italia

Se, per fini di difesa, una domanda di brevetto italiana concernente materia di carattere riservato interessante la difesa è stata posta sotto il vincolo di segreto in applicazione delle disposizioni di legge in vigore in Italia, il richiedente che desideri depositare una corrispondente domanda di brevetto negli Stati Uniti d'America, deve osservare la procedura seguente:

(a)—Rivolgere una formale istanza al Ministero italiano della Difesa, intesa ad ottenere l'autorizzazione a depositare tale domanda negli Stati Uniti d'America.

(b)—Per ottenere l'autorizzazione ad effettuare negli Stati Uniti il deposito di una domanda di brevetto sottoposta al vincolo del segreto il richiedente deve:

1—Dichiarare di mettere a disposizione del Governo degli Stati Uniti per gli scopi di difesa l'invenzione ed ogni informazione ad essa relativa.

2—Rinunciare ad ogni diritto d'indennizzo per i danni che possano sorgere in applicazione delle leggi degli Stati Uniti per effetto della semplice imposizione del vincolo del segreto alla sua invenzione negli S.U.A. con riserva di ogni diritto od azione per i compensi previsti dalle leggi degli S.U.A. in conseguenza dell'uso da parte del Governo degli S.U.A. dell'invenzione comunicata mediante la domanda di brevetto.

(c)—Ottenuto il consenso per il deposito della domanda negli Stati Uniti d'America, il richiedente curerà la consegna di tre esemplari dei documenti necessari per il deposito all'estero al Ministero italiano della Difesa, osservando le disposizioni sul segreto militare vigenti in Italia.

(d)—Il Ministero italiano della Difesa trasmetterà, simultaneamente, per via diplomatica i documenti ricevuti dal richiedente come segue:

1—Un esemplare all'addetto del competente servizio armato presso l'Ambasciata degli Stati Uniti in Italia per l'uso del Governo degli Stati Uniti per gli scopi di difesa;

2—Due esemplari all'Addetto Militare dell'Ambasciata d'Italia negli Stati Uniti. Nella lettera di trasmissione dei documenti all'Addetto Militare presso l'Ambasciata d'Italia negli Stati Uniti, sarà indicato il grado di segretezza assegnato all'invenzione in Italia, sarà dichiarato che l'invenzione e qualsiasi informazione ad essa relativa è stata messa a disposizione del Governo degli Stati Uniti per gli scopi di difesa in base alle disposizioni del Titolo 35, "United States Code", Sezione 181-188 inclusa. La lettera di trasmissione comprenderà, inoltre le istruzioni per l'addetto del competente servizio armato di assumere informazioni attraverso il Segretario dello "Armed Services Patent Advisory Board, Patents Division, Office of the Judge Advocate General, Department of the Army, Washington 25, D.C." circa l'idoneità in relazione alle norme di sicurezza considerate sul paragrafo 1 (h), di cui sopra, dell'agente di brevetti o del professionista designato dal richiedente.

(e)—Se il professionista designato non è considerato idoneo sotto il profilo della sicurezza, il Segretario dello "Armed Services Patent Advisory Board" ne darà notizia all'addetto del competente servizio armato, il quale ne informerà il Ministero italiano della difesa. Si renderà quindi necessario per il professionista designato, in quanto ve ne sia il tempo, di ottenere la dichiarazione di idoneità dal punto di vista della sicurezza, salvo che il richiedente non designi un altro professionista comunicandone il nome per il tramite dell'addetto del competente servizio armato al Segretario dello "Armed Services Patent Advisory Board".

(f)—Se l'agente di brevetti designato dal richiedente è considerato idoneo, dal punto di vista delle norme di sicurezza, l'Addetto Militare italiano gli trasmetterà la documentazione ricevuta mediante consegna alla persona o con altri mezzi rispondenti alle disposizioni italiane in materia di sicurezza. Il professionista designato depositerà, successivamente, la domanda presso lo "United States Patent Office" ed invierà al Segretario dello "Armed Services Patent Advisory Board" copia della domanda depositata, insieme ad un esemplare del documento rilasciato dal Governo Italiano con il quale è stato autorizzato ad effettuare il deposito negli Stati Uniti.

(g)—Il Governo degli Stati Uniti sottoporrà quindi la invenzione al vincolo del segreto.

4—Successiva corrispondenza fra il richiedente e l'Ufficio brevetti estero.

(a) Tutta la successiva corrispondenza di natura riservata che fosse scambiata fra il richiedente nell'uno o nell'altro Paese e l'Ufficio

brevetti dell'altro Paese seguirà gli stessi canali specificati per l'originale della domanda di brevetto.

(b) Comunicazioni formali non riservate, come quelle relative a tasse, proroga di termini, ecc., potranno essere direttamente trasmesse dagli Uffici brevetti al richiedente o al suo rappresentante autorizzato senza speciali cautele di sicurezza.

#### 5—Cessazione del vincolo del segreto

(a) Il vincolo del segreto sarà tolto solo a richiesta del Governo che lo ha originariamente imposto.

(b) Il suddetto Governo darà al Governo dell'altro Paese un preavviso di sei settimane circa la sua intenzione di togliere il vincolo del segreto tenendo presenti, per quanto possibile, i desideri espressi da tale altro Governo, nel periodo di preavviso.

#### 6—Comunicazioni relative a modifiche di leggi e regolamenti

Ciascun Governo notificherà prontamente all'altro Governo, attraverso il Comitato della Proprietà Tecnica, qualsiasi modifica nelle sue leggi e regolamenti che possa in qualsiasi modo interferire sulle presenti procedure.

#### *Translation*

MINISTER OF FOREIGN AFFAIRS

49/01070

ROME, October 27, 1959

MR. AMBASSADOR:

I have the honor to refer to your letter No. 1096 of March 9, 1959, enclosing the text of the procedures prepared and agreed to by the representatives of our two Governments concerning the reciprocal filing of classified patent applications under Articles II and VI of the Agreement between Italy and the United States on Arrangements Respecting Patents and Technical Information in Defense Programs, signed on October 3, 1952.

Noting that the enclosed procedures [¹] have been agreed to by the Government of the United States of America, I am happy to inform you that my Government also agrees to them.

It is understood that upon receipt of this communication the two Governments will consider operative the provisions of the aforesaid Agreement regulating procedures for the reciprocal filing of classified patent applications.

<sup>1</sup> For the English language text of the procedures, see *ante*, p. 196.

Please accept, Mr. Ambassador, the assurances of my highest consideration.

PELLA

Encl.: 1 Copy of Procedures [<sup>1</sup>]

His Excellency

JAMES DAVID ZELLERBACH,

*Ambassador of the United States of America,  
Rome.*

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*The American Chargé d'Affaires ad interim to the Italian Minister for  
Foreign Affairs*

No. 1253

ROME, April 29, 1960.

EXCELLENCY:

I have the honor to refer to the Agreement regarding Procedures for the Reciprocal Filing of Classified Patent Applications between the Government of the United States of America and the Government of Italy, effected by an exchange of notes signed in Rome on March 9, 1959 and October 27, 1959,[<sup>2</sup>] which implements the Agreement on Arrangements respecting Patents and Technical Information in Defense Programs between the Government of the United States of America and the Government of Italy signed in Rome on October 3, 1952.[<sup>3</sup>]

In a recent meeting of the Technical Property Committee established under Article II of the 1952 Agreement, the representatives of our two governments agreed to the following changes in the Agreement regarding Procedures for the Reciprocal Filing of Classified Patent Applications:

1. Delete paragraph 2(g) and 2(h) of the Procedures and substitute the following:

"2(g). When a security cleared patent agent has been designated, the Embassy shall transmit the documents to the appropriate service of the Italian Ministry of Defense which will notify the patent agent of the availability of the documents for processing."

"2(h). After completion of the necessary processing of the documents, under control of the appropriate service of the Ministry of Defense, the patent agent, in accordance with security regulations prescribed by the Ministry of Defense, then shall file the application in the Ufficio Centrale Brevetti del Ministero dell'Industria e del Commercio."

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<sup>1</sup> For the English language text of the procedures, see *ante*, p. 196.

<sup>2</sup> *Ante*, p. 196.

<sup>3</sup> *Ante*, p. 190.

2. In paragraph 2(i) of the Procedures, delete "Italian Patent Office" and substitute "Ufficio Centrale Brevetti del Ministero dell'Industria e del Commercio".

I am now instructed to inform you that these amendments to the Procedures are acceptable to the Government of the United States of America. My Government shall consider these amendments to be in force upon the date of Your Excellency's Note in reply confirming that these amendments are also acceptable to your Government.

Please accept, Excellency, the renewed assurances of my highest consideration.

OUTERBRIDGE HORSEY  
*Charge d'Affaires a.i.*

His Excellency

ANTONIO SEGNI

*Minister for Foreign Affairs,  
Rome.*

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*The Italian Ministry for Foreign Affairs to the American Embassy*

MINISTERO DEGLI AFFARI ESTERI

49/00252

*NOTA VERBALE*

Il Ministero degli Affari Esteri si preggia riscontrare la Nota Verbale n. 1253 del 29 aprile 1960 concernente l'Accordo sulle procedure sul deposito delle domande di brevetto di carattere riservato intervenuto fra il Governo degli Stati Uniti e il Governo Italiano con scambio di note in Roma rispettivamente del 9 e del 27 ottobre 1959, a complemento dell'Accordo relativo alle invenzioni e alle informazioni tecniche interessanti la Difesa firmate a Roma il 3 ottobre 1952 e si preggia comunicare il suo pieno accordo in ordine agli emendamenti adottati dal Comitato della Proprietà Tecnica nella riunione del 29/29 marzo 1960, riportati nella stessa Nota Verbale.

Poichè codesta Ambasciata comunica che è frattanto intervenuta l'approvazione di tali emendamenti da parte del Governo degli Stati Uniti il Ministero degli Affari Esteri concorda nel considerare gli emendamenti stessi in vigore fra le parti a partire dalla data di ricezione della presente Nota Verbale.

Il Ministero degli Affari Esteri coglie l'occasione per rinnovare all'Ambasciata degli Stati Uniti i sensi della sua più alta considerazione.

2 Ago. 1960

ALL'AMBASCIATA DEGLI STATI UNITI  
*Roma*

*Translation*

MINISTRY FOR FOREIGN AFFAIRS

49/00252

*NOTE VERBALE*

The Ministry of Foreign Affairs takes the liberty of replying to note verbale No. 1253 of April 29, 1960 concerning the Agreement regarding Procedures for the Filing of Classified Patent Applications concluded between the Government of the United States and the Italian Government by an exchange of notes in Rome on October 9 and 27,<sup>[1]</sup> 1959, implementing the Agreement on Inventions and Technical Information relating to Defense signed in Rome on October 3, 1952, and wishes to signify its full agreement on the amendments adopted by the Technical Property Committee at the meeting of March 29, 1960, which are indicated in the aforesaid note verbale.

Since your Embassy states that, meanwhile, these amendments have been approved by the Government of the United States, the Ministry of Foreign Affairs agrees to consider the said amendments to be in force [?] between the parties from the date of receipt of the present note verbale.

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

AUGUST 2, 1960

EMBASSY OF THE UNITED STATES,  
*Rome.*

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<sup>1</sup> Should read "March 9 and October 27,"

<sup>2</sup> Aug. 3, 1960.

# FRANCE

## Atomic Energy: Cooperation for Civil Uses

*Agreement amending the agreement of June 19, 1956, as amended.*

*Signed at Washington September 30, 1960;*

*Entered into force April 14, 1961.*

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### AMENDMENT TO AGREEMENT FOR COOPERATION CONCERNING THE CIVIL USES OF ATOMIC ENERGY BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF FRANCE

The Government of the United States of America and the Government of the Republic of France;

Desiring to amend further the Agreement for Cooperation Concerning the Civil Uses of Atomic Energy Between the Government of the United States of America and the Government of the Republic of France, signed at Washington on June 19, 1956 [¹] (hereinafter referred to as the "Agreement for Cooperation"), as amended by the Agreement signed at Washington on July 3, 1957, [²] and as further amended by the Agreement signed at Washington on July 22, 1959; [³]

Have agreed as follows:

#### ARTICLE I

Paragraph C of Article VIII of the Agreement for Cooperation as amended is deleted and the following paragraph C is substituted in lieu thereof:

"C. The Commission may, upon request and in its discretion, make a portion of the foregoing special nuclear material available as material enriched up to ninety per cent (90%) for use in research reactors, materials testing reactors and reactor experiments, each capable of operating with a fuel load not to exceed eight (8) kilograms of U-235 contained in uranium. In addition, the Commission may, upon request and in its discretion, make up to a net amount of 300 kilograms of the U-235 to be transferred under this Article available as material enriched up to sixty per cent (60%) for use in the reactor experiment Rapsodie."

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<sup>1</sup> TIAS 3689; 7 UST 3097.

<sup>2</sup> TIAS 3883; 8 UST 1354.

<sup>3</sup> TIAS 4313; 10 UST 1654.

## ARTICLE II

This Amendment, which shall be regarded as an integral part of the Agreement for Cooperation, as amended, shall enter into force [1] on the day on which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of this Amendment.

## AMENDEMENT A L'ACCORD DE COOPERATION RELATIF AUX USAGES CIVILS DE L'ENERGIE ATOMIQUE ENTRE LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE ET LE GOUVERNEMENT DE LA REPUBLIQUE FRANCAISE

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Française;

Désireux de modifier à nouveau l'Accord de Coopération relatif aux usages civils de l'énergie atomique entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Française, signé à Washington le 19 juin 1956 (ci-après désigné par les termes "Accord de Coopération"), modifié par l'accord signé à Washington le 3 juillet 1957, et modifié à nouveau par l'accord signé à Washington le 22 juillet 1959;

Sont convenus de ce qui suit:

## ARTICLE I

Le paragraphe C de l'Article 8 de l'Accord de Coopération tel qu'il a été amendé est supprimé et remplacé par le paragraphe C suivant:

"C. La Commission pourra, sur demande et à sa discrétion, fournir une partie des matières nucléaires spéciales susmentionnées à un taux d'enrichissement allant jusqu'à quatre-vingt-dix pour cent (90%), pour être utilisées dans des réacteurs de recherche, des réacteurs d'essai de matériaux et des installations d'expérimentation de réacteurs, chacun étant susceptible de fonctionner avec une charge de combustible ne dépassant pas huit (8) kilogrammes d'Uranium 235 contenu. En outre, la Commission pourra, sur demande et à sa discrétion, fournir jusqu'à concurrence de 300 kilogrammes de l'Uranium 235, dont le transfert est prévu au titre de cet Article, à un taux d'enrichissement allant jusqu'à soixante pour cent (60%) en vue de son utilisation dans le réacteur expérimental Rapsodie."

<sup>1</sup> Apr. 14, 1961.

## ARTICLE II

Le présent Amendement, qui sera considéré comme partie intégrante de l'Accord de Coopération, ainsi qu'il a été amendé, entrera en vigueur le jour où chacun des Gouvernements aura reçu de l'autre notification écrite qu'il a satisfait à toutes les exigences légales et constitutionnelles pour la mise en vigueur du dit amendement.

IN WITNESS WHEREOF, the undersigned, duly authorized, have dûment autorisés, ont signé le signed this Amendment. EN FOI DE QUOI, les soussignés, présent Amendement.

DONE at Washington, in duplicate, in the English and French exemplaire, en anglais et en languages, both equally authentic, français, les deux textes faisant this thirtieth day of September également foi, le trente septembre 1960.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:  
POUR LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE:

Foy D. KOHLER

ROBERT E. WILSON

FOR THE GOVERNMENT OF THE REPUBLIC OF FRANCE:  
POUR LE GOUVERNEMENT DE LA REPUBLIQUE FRANCAISE:

HERVÉ ALPHAND.

## NORWAY

## **Mutual Defense Assistance: Disposition of Surplus Equipment and Material**

*Agreement amending the agreement of May 15 and June 26, 1953.*

#### **Effect by exchange of notes**

*Signed at Oslo September 1, 1960 and January 14, 1961;*

*Entered into force January 14, 1961.*

*The American Chargé d'Affaires ad interim to the Norwegian  
Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Oslo, September 1, 1960*

No. 4

## EXCELLENCE.

I have the honor to refer to the Agreement between our two Governments effected by an exchange of notes dated at Oslo on May 15 and June 26, 1953,[<sup>1</sup>] concerning the disposition of equipment and material furnished by the United States under the Mutual Defense Assistance Program, and to propose that that Agreement be amended by adding a new paragraph 6, reading as follows:

Notwithstanding the other provisions of this Agreement, the Government of Norway may from time to time offer to the NATO Maintenance Supply Services System, through the NATO Maintenance Supply Services Agency (NMSSA), for redistribution, such spare parts as are no longer required by any of the armed forces of the Government of Norway which are supported by military assistance from the Government of the United States of America. Each offer of spare parts to NMSSA shall be submitted in advance by the Government of Norway in adequate detail to the appropriate military representatives of the Government of the United States of America for their approval. The approval of the Government of the United States of America shall not be withheld if the spare parts are no longer required by any of the armed forces of the Government of Norway which are supported by military assistance from the Gov-

<sup>1</sup> TIAS 3468; 6 UST 6153.

ernment of the United States of America. The Government of Norway shall comply with the other provisions of this Agreement with regard to such spare parts as are offered to, but not accepted by, NMSSA.

I have the honor to propose that, if this amendment is acceptable to Your Excellency's Government, this note and Your Excellency's note in reply concurring therein shall constitute an Agreement between our two Governments amending the Agreement of May 15 and June 26, 1953, which shall enter into force on the date of Your Excellency's reply.

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

FISHER HOWE  
*Charge d'Affaires ad interim*

His Excellency  
HALVARD LANGE,  
*Minister of Foreign Affairs,*  
*Oslo.*

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*The Norwegian Acting Minister of Foreign Affairs to the American Ambassador*

MINISTÈRE ROYAL  
DES  
AFFAIRES ETRANGÈRES

OSLO, 14th January, 1961.

EXCELLENCY,

I have the honour to refer to your note of September 1, 1960, the terms of which are as follows:

"I have the honor to refer to the Agreement between our two Governments effected by an exchange of notes dated at Oslo on May 15 and June 26, 1953, concerning the disposition of equipment and material furnished by the United States under the Mutual Defense Assistance Program, and to propose that that Agreement be amended by adding a new paragraph 6, reading as follows:

Notwithstanding the other provisions of this Agreement, the Government of Norway may from time to time offer to the NATO Maintenance Supply Services System, through the NATO Maintenance Supply Services Agency (NMSSA), for redistribution, such spare parts as are no longer required by any of the armed forces of the Government of Norway which are supported by military assistance from the Government of the United States of America. Each offer of spare parts to NMSSA shall be submitted in advance by the Government of Norway in adequate detail to the appropriate military representatives of the Government of the United States of America for their approval. The approval of the

Government of the United States of America shall not be withheld if the spare parts are no longer required by any of the armed forces of the Government of Norway which are supported by military assistance from the Government of the United States of America. The Government of Norway shall comply with the other provisions of this Agreement with regard to such spare parts as are offered to, but not accepted by, NMSSA.

I have the honor to propose that, if this amendment is acceptable to Your Excellency's Government, this note and Your Excellency's note in reply concurring therein shall constitute an Agreement between our two Governments amending the Agreement of May 15 and June 26, 1953, which shall enter into force on the date of Your Excellency's reply."

I have the honour to state that the Norwegian Government agree to this arrangement and will regard Your note and this reply as constituting an agreement amending the aforementioned agreement concerning the disposition of equipment and material furnished by the United States under the Mutual Defense Assistance Program.

Accept, Excellency, the assurances of my highest consideration.

ARNE SKAUG

Her Excellency,

MISS FRANCES E. WILLIS,

*Ambassador of the United States of America,  
etc., etc., etc.,*

# PERU

## Foreign Service Personnel: Free Entry Privileges

*Agreement effected by exchanges of notes*

*Signed at Lima November 7 and December 28, 1960, February 4 and 13,  
1961;*

*Entered into force February 13, 1961.*

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*The American Chargé d'Affaires ad interim to the Peruvian Minister of  
Foreign Affairs*

EMBASSY OF THE UNITED STATES  
OF AMERICA, LIMA, PERU,  
November 7, 1960.

Note No. 156

EXCELLENCY:

I have the honor to inform you that the Government of the United States of America is desirous of negotiating a customs agreement with the Government of Peru by an exchange of notes, providing on the basis of reciprocity, that all American and Peruvian diplomatic and consular officers of career and members of their families living with them, as well as employees of the sending state, specifically appointed or assigned by the sending state to serve in its respective diplomatic and consular offices, who are nationals of the sending state and not engaged in any other occupation for gain in the country of the other, and who are not normally resident within the territory of the receiving state, shall be extended free entry privileges upon arrival to take up their duties and upon return from leave spent abroad, including free importation of one personally owned automobile, as well as the privilege of free importation of articles intended for their personal use at any time during official residence, provided the importation of such articles is not prohibited respectively by the laws of the United States and the Republic of Peru.

Further, the Embassy and all consulates will be afforded free entry for all supplies and equipment including government-owned automobiles brought into the country for official use.

If the foregoing proposal is agreeable to the Government of Peru, the Government of the United States of America will consider this note and your reply note concurring therein as concluding an agreement between our respective Governments on this subject.

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

JACK D. NEAL  
*Chargé d'Affaires ad interim*

His Excellency

LUIS ALVARADO GARRIDO,  
*Minister of Foreign Affairs,*  
*Lima.*

*The Peruvian Minister of Foreign Affairs to the American Chargé d'Affaires ad interim*

MINISTERIO DE RELACIONES EXTERIORES

NUMERO: (H) 6-3/171

LIMA, 28 de Diciembre de 1960

SEÑOR ENCARGADO DE NEGOCIOS:

Tengo a honra avisar recibo a Vuestra Señoría de su atenta nota número 156, de 7 de Noviembre último, en la expresa que el Gobierno de los Estados Unidos de América está deseoso de negociar con el Gobierno del Perú un Acuerdo, por medio de un cambio de notas, que establezca, a base de la reciprocidad, se hagan extensivos los privilegios de ingreso libre de gravámenes a los funcionarios consulares de carrera; así como a los empleados que sean nacionales de los mismos Estados y que no se dediquen a ninguna otra ocupación remunerativa en el otro país.

En respuesta a la nota que contesto, el Gobierno del Perú defiriendo a la propuesta que formula Vuestra Señoría, le manifiesta que concurriendo con el punto referente al otorgamiento de privilegios, franquicias y exenciones a los funcionarios consulares de carrera que ejerzan función en la República Peruana y en los Estados Unidos de América, estaría dispuesto a concederlas únicamente a éstos en la forma que lo regulan las disposiciones contenidas en el Decreto Supremo número 69, de 18 de Febrero de 1954, y con las equivalencias a las categorías correspondientes y las cuotas que, para dichas categorías, se establecen en el citado Reglamento.

En lo referente a los empleados, por disposición expresa de la ley en la materia, no sería posible—a pesar de mi deseo—acceder a la propuesta de Vuestra Señoría, no pudiéndose otorgárseles otros privilegios que los que les acuerda el citado Decreto Supremo número 69.

Si Vuestra Señoría aceptara los términos de esta contra-propuesta, con la limitación que contiene, su respuesta aceptándola concluiría el Acuerdo que el Gobierno de Vuestra Señoría, en base a la estricta reciprocidad, propone para extender los privilegios de exenciones aduaneras a los funcionarios consulares de carrera de ambos países, es decir, de los Estados Unidos de América en el Perú y del Perú en los Estados Unidos de América.

Válgame de esta ocasión para reiterarle las seguridades de mi distinguida consideración.

LUIS ALVARADO G

Al Honorable señor

JACK D. NEAL

*Encargado de Negocios a.i. de los*

*Estados Unidos de América.*

*Ciudad .-*

*Translation*

MINISTRY OF FOREIGN AFFAIRS

No. (H) 6-3/171

LIMA, December 28, 1960

MR. CHARGÉ D'AFFAIRES:

I have the honor to acknowledge receipt of your note No. 156 dated November 7 last, stating that the Government of the United States of America is desirous of negotiating with the Government of Peru an agreement by an exchange of notes, providing, on the basis of reciprocity, that career consular officers, as well as employees who are nationals of the same States and who are not engaged in any other occupation for gain in the other country, shall be extended duty-free entry privileges.

In answer to the note to which I am replying, the Government of Peru, in deference to your proposal, informs you that, while accepting the point relating to the granting of privileges, exemptions from duty, and exemptions to career consular officers serving in the Peruvian Republic and in the United States of America, it would be prepared to grant them only to those officers in the manner specified by the provisions contained in Supreme Decree No. 69 of February 18, 1954 and with the equivalences of the corresponding ranks and the quotas specified for such ranks in the aforesaid Regulations.

As regards the employees, because of an express provision of the pertinent law, it would not be possible—despite my willingness—to assent to your proposal; they cannot be granted any privileges except those accorded to them by the aforementioned Supreme Decree No. 69.

If you should accept the terms of this counterproposal, with the limitation it contains, your reply accepting it would conclude the agreement proposed by your Government, on the basis of strict reciprocity, in order to extend customs-exemption privileges to the career consular officers of the two countries, that is to say, of the United States of America in Peru and of Peru in the United States of America.

I avail myself of this opportunity to renew to you the assurances  
of my distinguished consideration.

LUIS ALVARADO G.

Mr. JACK D. NEAL,  
*Chargé d'Affaires ad interim of the  
United States of America,  
City.*

*The Peruvian Minister of Foreign Affairs to the American Chargé  
d'Affaires ad interim*

MINISTERIO DE RELACIONES EXTERIORES

NUMERO (H): 6-3/13

LIMA, 4 de febrero de 1961

SEÑOR ENCARGADO DE NEGOCIOS:

Tengo a honra referirme a las recientes conversaciones sostenidas con Vuestra Señoría sobre privilegios a los funcionarios diplomáticos y consulares de carrera y, ampliando los términos de mi nota N° 171, de fecha 28 de Diciembre último, me es grato manifestar a Vuestra Señoría que el Gobierno del Perú extendería esos beneficios a los empleados administrativos nacionales de los Estados Unidos que sean designados por el Gobierno de Vuestra Señoría, con conocimiento del Departamento de Estado y conforme a una relación que esa Embajada suministraría periódicamente a este Despacho, y con la única taxativa de que no hayan constituido domicilio permanente en el Perú.

Queda entendido que igual tratamiento se otorgará a los ciudadanos peruanos que presten servicios en la representación diplomática y en los Consulados de la República en los Estados Unidos de América.

Asimismo, para los efectos de la internación y venta de los vehículos de los funcionarios administrativos, se observará únicamente lo establecido en el artículo 2º del Decreto Supremo N° 620, de 13 de Setiembre de 1958 y en el artículo 27º del Decreto Supremo N° 69, de 18 de Febrero de 1954, respectivamente.

La presente nota y la respuesta de aceptación de Vuestra Señoría concluirán un Acuerdo entre nuestros Gobiernos.

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

LUIS ALVARADO G

Al Honorable señor JACK D. NEAL,  
*Encargado de Negocios a.i.  
de los Estados Unidos de América.  
Ciudad.*

*Translation*

MINISTRY OF FOREIGN AFFAIRS

No. (H): 6-3/13

LIMA, February 4, 1961

MR. CHARGÉ D'AFFAIRES:

I have the honor to refer to the recent conversations held with you on privileges to career diplomatic and consular officers, and, with reference to the terms of my note No. 171 dated December 28 last, I am happy to inform you that the Government of Peru would extend those benefits to national administrative employees of the United States appointed by your Government, with the knowledge of the Department of State and according to a list that your Embassy would submit periodically to this Office, the sole limitation being that they have not established permanent residence in Peru.

It is understood that equal treatment shall be accorded to Peruvian citizens serving in the diplomatic representation and in the consulates of the Republic in the United States of America.

Likewise, for the purposes of the importation and sale of vehicles of administrative officials, solely the provisions of Article 2 of Supreme Decree No. 620, dated September 13, 1958 and Article 27 of Supreme Decree No. 69, dated February 18, 1954, respectively, shall be observed.

The present note and your reply in acceptance shall conclude an agreement between our Governments.

I avail myself of the opportunity to renew to you the assurances of my distinguished consideration.

LUIS ALVARADO G.

Mr. JACK D. NEAL,

*Charge d'Affaires ad interim of the  
United States of America,  
City.*

*The American Charge d'Affaires ad interim to the Peruvian Minister of  
Foreign Affairs*

EMBASSY OF THE UNITED STATES  
OF AMERICA, LIMA, PERU,  
No. 282 February 13, 1961.

EXCELLENCY:

I have the honor to acknowledge the receipt of your Note No. 13, dated February 4, 1961, concerning an agreement reciprocally extending customs privileges to the consular officers and administrative employees of our respective countries assigned to the diplomatic and consular establishments within the other country.

The Government of the United States welcomes the accord reached between our Governments by my earlier Note No. 156, of November 7, 1960, and by your Notes No. 171, of December 28, 1960, and

No. 13, of February 4, 1961. Accordingly, this note and those mentioned constitute an agreement between our respective Governments, to enter into effect this date.

Please accept, Excellency, the renewed assurances of my highest consideration.

JACK D. NEAL  
*Charge d'Affaires ad interim*

His Excellency,  
Dr. LUIS ALVARADO GARRIDO,  
*Minister of Foreign Affairs,*  
*Republic of Peru.*

# GREECE

United States Educational Foundation in Greece

*Agreement amending the agreement of April 23, 1948, as amended.*

*Effectuated by exchange of notes*

*Signed at Athens January 23, 1959 and November 22, 1960;*

*Entered into force November 22, 1960.*

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*The American Chargé d'Affaires ad interim to the Greek Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 299

Athens, January 23, 1959.

EXCELLENCY:

I have the honor to refer to the Agreement between the United States of America and Greece dated April 23, 1948, as amended and modified by notes dated March 16 and April 13, 1951, June 28, 1954, and March 12 and June 4, 1955, establishing a program of educational exchange between the two countries.<sup>[1]</sup> I have the honor to refer also to recent conversations between representatives of our two governments on the same subject and to confirm the understanding reached that the aforesaid Agreement shall be further modified as follows:

1. The fourth paragraph of the preamble is amended by inserting a comma and the date "May 15, 1947" immediately after the date "September 25, 1946".
2. The fourth paragraph of the preamble is further amended by substituting the figure and words "\$4,000,000 in 1948 and \$5,000,000 in 1949 and each year thereafter" for the figure "\$4,000,000", in order to make this paragraph accord with the terms of the Surplus Property Credit Agreement of January 6, 1948.<sup>[2]</sup>

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<sup>1</sup> TIAS 1751, 4087, 3037, 3280; 62 Stat., pt. 2, p. 1901; 9 UST 1086; 5 UST, pt. 2, p. 1616; 6 UST 2092.

<sup>2</sup> 184 UNTS 258.

3. The first paragraph of Article 11 as amended is modified by substituting the figure and words "\$5,700,000 (an increase of \$1,500,000 over the original agreement as amended)" for the figure and words "\$4,200,000 (an increase of \$2,000,000 over the original agreement as amended)".

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Royal Hellenic Government, the Government of the United States of America will consider that this note and your 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.

SAMUEL D. BERGER  
*Charge d'Affaires ad interim*

His Excellency

EVANGELOS AVEROFF-TOSSIZZA  
*Minister of Foreign Affairs,  
Athens.*

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*The Greek Minister of Foreign Affairs to the American Chargé d'Affaires ad interim*

MINISTÈRE ROYAL  
DES AFFAIRES ÉTRANGÈRES

Nº 4352

ATHENS, November 22nd, 1960

EXCELLENCY,

With reference to Mr. S. D. Berger's letter dated January 23, 1959, I have the honour to confirm the fact that the Greek Government accepts the provisions included in the above-mentioned letter which runs as follows:

"I have the honor to refer to the Agreement between the United States of America and Greece dated April 23, 1948, as amended and modified by notes dated March 16 and April 13, 1951, June 28, 1954, and March 12 and June 4, 1955, establishing a program of educational exchange between the two countries. I have the honor to refer also to recent conversations between representatives of our two governments on the same subject and to confirm the understanding reached that the aforesaid Agreement shall be further modified as follows :

"1. The fourth paragraph of the préamble is amended by inserting a comma and the date "May 15, 1947" immediately after the date "September 25, 1946".

- “2. The fourth paragraph of the preamble is further amended by substituting the figure and words “\$ 4,000,000 in 1948 and \$ 5,000,000 in 1949 and each year thereafter” for the figure “\$ 4,000,000” in order to make this paragraph accord with the terms of the Surplus Property Credit Agreement of January 6, 1948.
- “3. The first paragraph of Article 11 as amended is modified by substituting the figure and words “\$ 5,700,000 (an increase of \$ 1,500,000 over the original agreement as amended)” for the figure and words “\$ 4,200,000 (an increase of \$ 2,000,000 over the original agreement as amended)”.

“Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Royal Hellenic Government, the Government of the United States of America will consider that this note and your 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.

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

E AVEROFF-TOSIZZA

# PAKISTAN

## Mutual Security: Defense Support Assistance

*Agreement amending the agreement of January 11, 1955.*

*Effectuated by exchange of notes*

*Signed at Rawalpindi March 11, 1961;*

*Entered into force March 11, 1961.*

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*The American Ambassador to the Secretary, Economic Affairs Division, Pakistani Ministry of Finance*

KARACHI, PAKISTAN,

*Signed at RAWALPINDI,*

*March 11, 1961.*

No. 563

DEAR MR. AYUB:

I have the honor to refer to recent conversations between representatives of the Government of the United States of America and the Government of Pakistan with respect to the Agreement relating to Defense Support signed at Karachi on January 11, 1955,[<sup>1</sup>] and to propose that this Agreement be amended by the addition of a new paragraph five to Article IV thereof reading as follows:

“5. The deposit required pursuant to Paragraph 1 of this Article will not be required when the Director of the United States Operations Mission to Pakistan and an appropriate representative of the Government of Pakistan mutually agree that the omission of such deposit will help to achieve the purposes of this Agreement.”

I have the honor to propose that, if the foregoing proposal is acceptable to the Government of Pakistan, this note and your Excellency's note in reply concurring therein shall constitute an agreement between our two governments amending the Agreement relating to Defense Support dated January 11, 1955, which shall enter into force on the date of your Excellency's note.

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<sup>1</sup> TIAS 3183; 6 UST 501.

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

WILLIAM M. ROUNTREE  
*Ambassador of the United States  
of America in Pakistan*

Mr. M. AYUB,  
*Secretary, Ministry of Finance,  
Economic Affairs Division,  
Rawalpindi.*

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*The Secretary, Economic Affairs Division, Pakistani Ministry of Finance to the American Ambassador*

GOVERNMENT OF PAKISTAN  
MINISTRY OF FINANCE  
ECONOMIC AFFAIRS DIVISION  
RAWALPINDI.  
*March 11, 1961.*

DEAR MR. AMBASSADOR,

I have the honour to acknowledge with thanks the receipt of your letter dated March 11, 1961, containing the proposal for amendment to Defence Support Agreement, signed on January 11, 1955, the text of which is reproduced below:

“I have the honor to refer to recent conversations between representatives of the Government of the United States of America and the Government of Pakistan with respect to the Agreement relating to Defense Support signed at Karachi on January 11, 1955, and to propose that this Agreement be amended by the addition of a new paragraph five to Article IV thereof reading as follows:

“5. The deposit required pursuant to Paragraph 1 of this Article will not be required when the Director of the United States Operations Mission to Pakistan and an appropriate representative of the Government of Pakistan mutually agree that the omission of such deposit will help to achieve the purposes of this Agreement.”

I have the honor to propose that, if the foregoing proposal is acceptable to the Government of Pakistan, this note and your Excellency’s note in reply concurring therein shall constitute an agreement between our two governments amending the Agreement relating to Defense Support dated January 11, 1955, which shall enter into force on the date of your Excellency’s note.

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

I write to confirm that the foregoing sets forth the understanding of the Government of Pakistan.

Yours sincerely,

M. AYUB

(M. Ayub)  
*Secretary*

His Excellency

Mr. WILLIAM M. ROUNTREE,  
*Ambassador of the*  
*United States of America*  
*in Pakistan.*

# REPUBLIC OF KOREA

## Surplus Agricultural Commodities [<sup>1</sup>]

*Agreement amending the agreement of December 28, 1960.*

*Effectuated by exchange of notes*

*Signed at Seoul March 17, 1961;*

*Entered into force March 17, 1961.*

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*The American Ambassador to the Korean Minister of Reconstruction*

No. 1011

SEOUL, March 17, 1961.

**EXCELLENCY:**

I have the honor to refer to the Agricultural Commodities Agreement signed on December 28, 1960, [<sup>2</sup>] between the Government of the United States of America and the Government of the Republic of Korea and in particular to Article II of the Agreement concerning the use of hwan accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement.

I have the honor to propose that, in view of the change in the exchange system of the Republic of Korea which became effective February 2, 1961, the following amendments be made in the text of Article II:

1. In sub-paragraph 1, change \$5.9 million to \$3.51 million.
2. In sub-paragraph 2, change \$1,500,000 to \$770,000.
3. In sub-paragraph 3, change \$27.7 million to \$30.82 million.
4. In the last paragraph, substitute 10 percent for 17 percent, substitute 2.2 percent for 4 percent, and substitute 87.8 percent for 79 percent.

If Your Excellency concurs in the foregoing, I have the honor to propose that this note and Your Excellency's reply thereto shall constitute an agreement between our two Governments and enter into force on the date of Your Excellency's note in reply.

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<sup>1</sup> Also TIAS 4700, 4757; post, pp. 232, 612.

<sup>2</sup> TIAS 4656; 11 UST 2635.

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

WALTER P. MC CONAUGHEY

His Excellency

T'AE WAN-SON,

*Minister of Reconstruction,  
Seoul.*

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*The Korean Minister of Reconstruction to the American Ambassador*

MINISTRY OF RECONSTRUCTION  
REPUBLIC OF KOREA

SEOUL, KOREA

MARCH 17, 1961

EXCELLENCY:

I have the honor to acknowledge receipt of your letter, No. 1011, of March 17, 1961, concerning the Agricultural Commodities Agreement signed on December 28, 1960, between the Government of the United States of America and the Government of the Republic of Korea and in particular to Article II of the Agreement concerning the use of hwan accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement.

I have the honor to accept that, in view of the change in the exchange system of the Republic of Korea which became effective February 2, 1961, the following amendments be made in the text of Article II:

1. In sub-paragraph 1, change \$5.9 million to \$3.51 million.
2. In sub-paragraph 2, change \$1,500,000 to \$770,000.
3. In sub-paragraph 3, change \$27.7 million to \$30.82 million.
4. In the last paragraph, substitute 10 percent for 17 percent, substitute 2.2 percent for 4 percent, and substitute 87.8 percent for 79 percent.

I have the honor to assure you that the Government of the Republic of Korea concurs in the foregoing and to confirm that your note and this reply thereto shall constitute an agreement between our two Governments and enter into force on the date of present note.

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

TAE WAN SON

Tae Wan Son

*Minister of Reconstruction*

His Excellency

WALTER P. McCONAUGHEY

*Ambassador of the United States  
Seoul.*

# REPUBLIC OF KOREA

## Surplus Agricultural Commodities [<sup>1</sup>]

*Agreement amending the agreements of December 28, 1960, and June 30, 1959.*

*Effectuated by exchange of notes*

*Signed at Seoul March 17, 1961;*

*Entered into force March 17, 1961;*

*Operative retroactively February 2, 1961.*

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*The American Ambassador to the Korean Minister of Reconstruction*

No. 1012

SEOUL, March 17, 1961.

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreements signed on December 28, 1960 [<sup>2</sup>] and June 30, 1959,[<sup>3</sup>] between the Government of the United States of America and the Government of the Republic of Korea, and in particular to Article III of these Agreements concerning the deposit of hwan against the dollar sales value of the commodities purchased under these Agreements.

I have the honor to propose that, in view of the change in the exchange system of the Republic of Korea which became effective February 2, 1961, the present text of Article III of each of these Agreements be eliminated and the following text be inserted in its place:

### DEPOSIT OF KOREAN HWAN

The deposit of hwan to the account of the Government of the United States of America in payment for commodities and for ocean transportation costs financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels shall be used) shall be made at the rate of exchange for United States dollars generally applicable to import transactions (excluding imports granted a preferential rate) in effect on the dates of dollar disbursements by United States banks or by the Government of the United States of America, as provided in the purchase authorizations.

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<sup>1</sup> Also TIAS 4757; *post*, p. 612.

<sup>2</sup> TIAS 4656; 11 UST 2635.

<sup>3</sup> TIAS 4256; 10 UST 1195.

I further have the honor to propose that all deposits relating to dollar disbursements made on or after February 2, 1961, for the delivery of commodities under these Agreements shall be made in accordance with the foregoing provisions of Article III.

If Your Excellency concurs in the foregoing, this note and Your Excellency's reply thereto shall constitute an agreement between our two Governments, the provisions of which shall be regarded as being effective as of February 2, 1961.

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

WALTER P. McCONAUGHEY

His Excellency  
 T'AE WAN-SON,  
*Minister of Reconstruction,*  
*Seoul.*

*The Korean Minister of Reconstruction to the American Ambassador*

MINISTRY OF RECONSTRUCTION  
 REPUBLIC OF KOREA  
 SEOUL, KOREA

MARCH 17, 1961

EXCELLENCE:

I have the honor to acknowledge receipt of your letter, No. 1012, of March 17, 1961, concerning the Agricultural Commodities Agreement signed on December 28, 1960 and June 30, 1959, between the Government of the United States of America and the Government of the Republic of Korea, and in particular to Article III of these Agreements concerning the deposit of hwan against the dollar sales value of the commodities purchased under these Agreements.

I have the honor to accept that, in view of the change in the exchange system of the Republic of Korea which became effective February 2, 1961, the present text of Article III of each of these Agreements be eliminated and the following text be inserted in its place:

DEPOSIT OF KOREAN HWAN

The deposit of hwan to the account of the Government of the United States of America in payment for commodities and for ocean transportation costs financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels shall be used) shall be made at the rate of exchange for United States dollars generally applicable to import transactions (excluding imports granted a preferen-

tial rate) in effect on the dates of dollar disbursements by United States banks or by the Government of the United States of America, as provided in the purchase authorizations.

I further have the honor to accept that all deposits relating to dollar disbursements made on or after February 2, 1961, for the delivery of commodities under these Agreements shall be made in accordance with the foregoing provisions of Article III.

I have the honor to assure you that the Government of the Republic of Korea concurs in the foregoing and to confirm that your note and this reply thereto shall constitute an agreement between our two Governments, the provisions of which shall be regarded as being effective as of February 2, 1961.

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

TAE WAN SON

Tae Wan Son  
Minister of Reconstruction

His Excellency

WALTER P. McCONAUGHEY  
*Ambassador of the United States*  
Seoul.

# UNITED KINGDOM

## Tracking Station in Island of Bermuda

*Agreement effected by exchange of notes  
Signed at Washington March 15, 1961;  
Entered into force March 15, 1961.*

*The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE  
WASHINGTON  
*March 15, 1961*

EXCELLENCY:

I have the honor to refer to the desire of the Government of the United States of America to conduct in Bermuda, through the National Aeronautics and Space Administration (NASA), certain tracking and communications activities required for Project MERCURY. Project MERCURY involves the installation and operation of a special world-wide tracking and communication system to provide information on the location and progress of a manned space capsule to be launched from a site in the United States and to permit the exercise of command functions for emergency or final landings of the space vehicle. It is contemplated that a number of ground stations will be established for such functions. One such station is desired in Bermuda.

The relatively small area required for such activities in Bermuda could be made available by the United States Air Force, during the period of the NASA Project, within the existing leased bases areas presently being utilized by the United States under the Leased Bases Agreement of March 27, 1941,[<sup>1</sup>] and subsequent related Agreements. The major function of the Bermuda station would be to determine whether the capsule has been properly placed in orbit and, if the trajectory is not acceptable, to effect an emergency landing in a predetermined area.

For this purpose, NASA would install and operate the necessary tracking, computing, telemetry, and control equipment at the following locations available to the United States Air Force: Cooper's

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<sup>1</sup> EAS 235; 55 Stat. 1560.

Island, Town Hill, Paynter's Hill, and Skinner's Hill. The installations would occupy approximately eleven acres. It is understood that approximately twenty-five NASA personnel would be required for the maintenance and operation of the facilities. Construction would be performed by a United States contractor who would obtain employees locally and in the United States.

I accordingly have the honor to propose that the Government of the United States be authorized to install and operate the tracking and communications facilities required for Project MERCURY in Bermuda for the purposes and in the manner set out above.

In order to facilitate the carrying out of such activities, I also propose that the provisions of the Leased Bases Agreement of March 27, 1941 and subsequent related Agreements (hereinafter together referred to as "the Agreements") in the fields of immigration, jurisdiction, taxation, and the payment of customs and other duties on personal belongings and household effects should be applied to persons entering Bermuda for the purpose of Project MERCURY (other than persons already covered by the Agreements) as if such persons were persons employed by or under a contract with the Government of the United States in connection with the construction, maintenance, operation, or defense of the Leased Bases and, where such persons are nationals of the United States, as if their residence in Bermuda for the purpose of Project MERCURY were residence in the territory by reason only of their employment therein in connection with the construction, maintenance, operation, or defense of the said Bases.

I further propose that the provisions of the Agreements in the field of payment of customs and other duties on material, equipment, supplies, or goods, should be applied to material, equipment, supplies, or goods the property of the Government of the United States and introduced into Bermuda in connection with Project MERCURY, as if such material, equipment, supplies, or goods were for use in the construction, maintenance, operation, or defense of the said Bases.

The Government of the United States would make available to the Government of the United Kingdom all data obtained by the station and other relevant technical information obtained in the operation thereof, as well as all such information obtained in the general operation of Project MERCURY as the Government of the United Kingdom may require.

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 the two Governments which shall enter into force on the date of Your Excellency's note in reply.

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

For the Secretary of State:

IVAN B. WHITE

His Excellency  
The Right Honorable  
Sir HAROLD CACCIA, G.C.M.G., K.C.V.O.,  
*British Ambassador.*

*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,  
WASHINGTON, D.C.

March 15, 1961.

No. 108

SIR,

I have the honour to acknowledge receipt of your Note of to-day's date about the establishment in Bermuda of a Space Vehicle Tracking and Communication Station in connexion with the manned satellite programme of the Government of the United States of America, known as "Project MERCURY", which Note reads as follows:

"I have the honor to refer to the desire of the Government of the United States of America to conduct in Bermuda, through the National Aeronautics and Space Administration (NASA), certain tracking and communications activities required for Project MERCURY. Project MERCURY involves the installation and operation of a special world-wide tracking and communication system to provide information on the location and progress of a manned space capsule to be launched from a site in the United States and to permit the exercise of command functions for emergency or final landings of the space vehicle. It is contemplated that a number of ground stations will be established for such functions. One such station is desired in Bermuda.

The relatively small area required for such activities in Bermuda could be made available by the United States Air Force, during the period of the NASA Project, within the existing leased bases areas presently being utilized by the United States under the Leased Bases Agreement of March 27, 1941, and subsequent related Agreements. The major function of the Bermuda station would be to determine whether the capsule has been properly placed in orbit and, if the trajectory is not acceptable, to effect an emergency landing in a predetermined area.

For this purpose, NASA would install and operate the necessary tracking, computing, telemetry, and control equipment at the following locations available to the United States Air Force: Cooper's Island, Town Hill, Paynter's Hill, and Skinner's Hill. The installations would occupy approximately eleven acres. It is understood that approximately twenty-five NASA personnel would be required for the maintenance and operation of the facilities. Construction would be performed by a United States contractor who would obtain employees locally and in the United States.

I accordingly have the honor to propose that the Government of the United States be authorized to install and operate the tracking and communications facilities required for Project MERCURY in Bermuda for the purposes and in the manner set out above.

In order to facilitate the carrying out of such activities, I also propose that the provisions of the Leased Bases Agreement of March 27, 1941 and subsequent related Agreements (hereinafter together referred to as "the Agreements") in the fields of immigration, jurisdiction, taxation, and the payment of customs and other duties on personal belongings and household effects should be applied to persons entering Bermuda for the purpose of Project MERCURY (other than persons already covered by the Agreements) as if such persons were persons employed by or under a contract with the Government of the United States in connection with the construction, maintenance, operation, or defense of the Leased Bases and, where such persons are nationals of the United States, as if their residence in Bermuda for the purpose of Project MERCURY were residence in the territory by reason only of their employment therein in connection with the construction, maintenance, operation, or defense of the said Bases.

I further propose that the provisions of the Agreements in the field of payment of customs and other duties on material, equipment, supplies, or goods, should be applied to material, equipment, supplies, or goods the property of the Government of the United States and introduced into Bermuda in connection with Project MERCURY, as if such material, equipment, supplies, or goods were for use in the construction, maintenance, operation, or defense of the said Bases.

The Government of the United States would make available to the Government of the United Kingdom all data obtained by the station and other relevant technical information obtained in the operation thereof, as well as all such information obtained in the general operation of Project MERCURY as the Government of the United Kingdom may require.

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 the two Governments which shall enter into force on the date of Your Excellency's note in reply."

2. I have the honour to inform you that the foregoing proposals are acceptable to the Government of the United Kingdom, who therefore agree that your Note, together with the present reply, shall constitute an Agreement between the two Governments which shall enter into force on to-day's date.

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

HAROLD CACCIA

The Honourable  
DEAN RUSK,  
*Secretary of State of the United States of America,  
Washington, D.C.*

# PARAGUAY

## Relief Supplies and Equipment: Duty-Free Entry and Exemption From Internal Taxation

*Agreement amending the agreement of April 4, 1957.*

*Effectuated by exchange of notes*

*Signed at Asunción December 27, 1960, and March 7, 1961;*

*Entered into force March 7, 1961.*

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*The American Ambassador to the Paraguayan Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
No. 292 Asunción, December 27, 1960.

**EXCELLENCY:**

I have the honor to refer to recent conversations between representatives of our two Governments concerning the desirability of amending paragraph 4 of the Agreement between the Government of the United States of America and the Government of the Republic of Paraguay, effected by an exchange of notes signed at Asunción April 4, 1957,<sup>[1]</sup> in regard to shipments by United States voluntary relief and rehabilitation agencies of certain supplies and equipment to the Republic of Paraguay.

In accordance with the understandings reached in the conversations referred to above, I now have the honor to propose that paragraph 4 of the Agreement be amended to read as follows:

“4. The cost of transporting such supplies and equipment (including port, handling, storage, and similar charges, as well as transportation) within Paraguay to the ultimate beneficiary will be borne by the Government of the Republic of Paraguay.”

I have the honor to propose that, if the foregoing amendment is acceptable to Your Excellency’s Government, the present note and Your Excellency’s note in reply concurring therein shall constitute an Agreement between our two Governments, amending the Agreement

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<sup>1</sup> TIAS 8811; 8 UST 618.

of April 4, 1957, which shall enter into force on the date of Your Excellency's note.

Accept, Excellency, the assurances of my highest consideration.

HARRY F. STIMPSON, JR.

His Excellency

RAÚL SAPENA PASTOR,  
*Minister of Foreign Affairs,*  
*Asunción.*

*The Paraguayan Minister of Foreign Affairs to the American Ambassador*

REPUBLICA DEL PARAGUAY

MINISTERIO DE RELACIONES EXTERIORES

D.O.T.A.I. N° 0341-

ASUNCIÓN, 7 de marzo de 1.961

SEÑOR EMBAJADOR:

Tengo el honor de dirigirme a Vuestra Excelencia con el objeto de acusar recibo de su nota N° 292, de fecha 27 de diciembre de 1960, cuyo texto en versión española es el siguiente:

"Excelencia:—Tengo el honor de referirme a las recientes conversaciones efectuadas entre representantes de nuestros dos Gobiernos, relativas a la conveniencia de enmendar el párrafo 4º del Convenio suscrito entre el Gobierno del Paraguay y el Gobierno de los Estados Unidos de América, mediante cambio de notas el 4 de abril de 1957, relativo a embarques de ciertos abastecimientos y equipo por agencias de los Estados Unidos de América a la República del Paraguay. De acuerdo a lo convenido en las conversaciones anteriormente mencionadas, tengo el honor de proponer que el párrafo 4º de dicho Convenio sea enmendado como sigue:

'4.— El costo del transporte de dichos abastecimientos y equipo (incluso tasas portuarias, acarreo, almacenamiento y gastos similares, así como transporte) dentro del Paraguay hasta el beneficiario final estará a cargo del Gobierno del Paraguay'.

"Tengo el honor de proponer que, si la enmienda expresada es aceptada por el Gobierno de Vuestra Excelencia, la presente nota y la respuesta de Vuestra Excelencia, dando conformidad a lo expuesto, constituirá un Acuerdo de Enmienda al párrafo 4º del Convenio del 4 de abril de 1957, que entrará en vigencia a la fecha de la nota de Vuestra Excelencia.

"Acepte, Excelencia, las seguridades de mi más alta consideración".

En respuesta, cúmpleme llevar a conocimiento de Vuestra Excelencia que mi Gobierno acepta la proposición del Gobierno de los Estados Unidos de América, considerando la presente nota y la de Vuestra Excelencia, precedentemente transcripta, como un Acuerdo de Enmienda al párrafo 4º del Convenio del 4 de abril de 1957, destinado a entrar en vigencia a partir de esta fecha.

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

RAUL SAPENA PASTOR

[SEAL]

A Su Excelencia

el Señor Don HARRY F. STIMPSON,

*Embajador Extraordinario y Plenipotenciario*

*de los Estados Unidos de América.*

*Ciudad.*

*Translation*

REPUBLIC OF PARAGUAY

MINISTRY OF FOREIGN RELATIONS

D.O.T.A.I. No. 0341

ASUNCIÓN, March 7, 1961

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 292, dated December 27, 1960, the text of which in Spanish translation reads as follows:

[For the English language text of the note, see *ante*, p. 240.]

In reply, I am to inform Your Excellency that my Government accepts the proposal of the Government of the United States of America and considers the present note and Your Excellency's note transcribed above an Agreement amending paragraph 4 of the Agreement of April 4, 1957, which is to enter into force on this date.

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

RAÚL SAPENA PASTOR

[SEAL]

His Excellency

HARRY F. STIMPSON,

*Ambassador Extraordinary and Plenipotentiary*

*of the United States of America,*

*City.*

# FEDERAL REPUBLIC OF GERMANY

## Mutual Defense Assistance: Disposition of Military Equipment and Materials [<sup>1</sup>]

*Agreement amending the agreement of June 30, 1955.*

*Effectuated by exchange of notes*

*Signed at Bonn March 9, 1961;*

*Entered into force March 9, 1961.*

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*The American Ambassador to the Minister for Foreign Affairs of the  
Federal Republic of Germany*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
No. 176

Bonn, March 9, 1961

EXCELLENCY:

I have the honor to refer to the exchange of notes between our two Governments effected at Bonn on June 30, 1955,[<sup>2</sup>] to which an Annex was attached concerning arrangements for return of equipment pursuant to the Mutual Defense Assistance Agreement [<sup>3</sup>] and to propose that this Annex be amended by adding a paragraph reading as follows:

6. Notwithstanding the provisions of paragraphs one to five, the Government of the Federal Republic of Germany may from time to time offer to the NATO [<sup>4</sup>] Maintenance Supply Services System, through the NATO Maintenance Supply Services Agency (NMSSA), for redistribution, such spare parts as are no longer required by any of the armed forces of the Federal Republic of Germany which are supported by military assistance from the Government of the United States of America. Each offer of spare parts to NMSSA shall be submitted in advance by the Government of the Federal Republic of Germany in adequate detail to the appropriate military representatives of the Government of the United States of America for their approval. The approval of the Government of the United States of America shall not be withheld if the spare parts are no longer required by any of the armed forces of the Federal Republic of Germany which are supported by military

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<sup>1</sup> Also TIAS 4903; post, Part 3.

<sup>2</sup> TIAS 3444; 8 UST 6005.

<sup>3</sup> TIAS 3443; 8 UST 5999.

<sup>4</sup> North Atlantic Treaty Organization.

assistance from the Government of the United States of America. The Government of the Federal Republic of Germany shall comply with the provisions of paragraphs one to five with regard to such spare parts as are offered to, but not accepted by, NMSSA.

I have the honor to propose that, if this amendment is acceptable to Your Excellency's Government, this note and Your Excellency's note in reply concurring therein shall constitute an agreement between our two Governments amending the Annex to the notes of June 30, 1955, which shall enter into force on the date of Your Excellency's reply.

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

WALTER DOWLING

His Excellency

Dr. HEINRICH VON BRENTANO,  
Minister for Foreign Affairs,  
Bonn.

*The Minister for Foreign Affairs of the Federal Republic of Germany  
to the American Ambassador*

DER BUNDESMINISTER  
DES AUSWÄRTIGEN

BONN, den 9. März 1961

EXZELLENZ,

ich beeohre mich, den Empfang Ihrer Note vom 9. März 1961 zu bestätigen, deren Wortlaut in vereinbarter Übersetzung wie folgt lautet:

"Ich beeohre mich, auf den am 30. Juni 1955 in Bonn vollzogenen Notenaustausch zwischen unseren beiden Regierungen, dem ein Anhang betreffend Abmachungen über die Rückgabe von Ausrüstung gemäß dem Abkommen über gegenseitige Verteidigungshilfe beigelegt war, Bezug zu nehmen und vorzuschlagen, diesen Anhang durch Hinzufügung eines Absatzes 6 zu ändern, der folgenden Wortlaut hat:

'6. Ungeachtet der Bestimmungen von Absatz 1 bis 5 kann die Regierung der Bundesrepublik Deutschland dem NATO-Ersatzteil-Versorgungssystem (NATO Maintenance Supply Services System) über die NATO-ErsatzteilverSORGungsagentur (NATO Maintenance Supply Services Agency-NMSSA) von Zeit zu Zeit zur Neuverteilung diejenigen Ersatzteile anbieten, welche die durch Militärhilfe der amerikanischen Regierung unterstützten Streitkräfte der Bundesrepublik Deutschland nicht mehr benötigen. Die Regierung der Bundesrepublik Deutschland legt zunächst jedes Ersatzteilangebot, das an die NMSSA gerichtet wird, hinreichend aufgeschlüsselt den zuständigen militärischen Vertretern der Regie-

rung der Vereinigten Staaten von Amerika zur Genehmigung vor. Die Regierung der Vereinigten Staaten von Amerika wird die Genehmigung nicht versagen, wenn die durch Militärhilfe der amerikanischen Regierung unterstützten Streitkräfte der Bundesrepublik Deutschland die Ersatzteile nicht mehr benötigen. Die Regierung der Bundesrepublik Deutschland beachtet hinsichtlich derjenigen Ersatzteile, die der NMSSA angeboten, aber nicht von ihr angenommen werden, die Bestimmungen von Absatz 1 bis 5.'

Falls diese Änderung für die Regierung Eurer Exzellenz annehmbar ist, beehre ich mich vorzuschlagen, daß diese Note und die zustimmende Antwortnote Eurer Exzellenz ein Abkommen zwischen unseren Regierungen bildet, welches den Anhang zu den Noten vom 30. Juni 1955 ändert und mit dem Zeitpunkt der Antwort Eurer Exzellenz in Kraft treten soll."

Ich beehre mich, Ihnen mitzuteilen, daß die Regierung der Bundesrepublik Deutschland mit dem Inhalt Ihrer Note und damit einverstanden ist, daß Ihre Note und diese Antwort eine Vereinbarung zwischen unseren beiden Regierungen bilden sollen, die mit dem Datum dieser Antwort in Kraft tritt.

Genehmigen Sie, Exzellenz, den Ausdruck meiner ausgezeichnetsten Hochachtung.

VON BRENTANO

Seiner Exzellenz  
dem Botschafter der Vereinigten Staaten von Amerika  
Herrn WALTER C. DOWLING  
*Bad Godesberg*

*Translation*

THE FEDERAL MINISTER  
OF FOREIGN AFFAIRS

BONN, March 9, 1961

EXCELLENCY:

I have the honor to acknowledge receipt of your note of March 9, 1961, the agreed translation of which reads as follows:

[For the English language text of the note, see *ante*, p. 243.]

I have the honor to inform you that the Government of the Federal Republic of Germany agrees to the content of your note and to your proposal that your note and this reply shall constitute an Agreement between our two Governments which shall enter into force on the date of this reply.

Accept, Excellency, the assurance of my highest consideration.

VON BRENTANO

His Excellency

Mr. WALTER C. DOWLING,  
*Ambassador of the United States of America,*  
*Bad Godesberg.*

# UNITED KINGDOM

## Experimental Communications Satellites: Intercontinental Testing

*Agreement effected by exchange of notes*

*Signed at London March 29, 1961;*

*Entered into force March 29, 1961.*

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

EMBASSY OF THE  
UNITED STATES OF AMERICA  
LONDON

No. 207

March 29, 1961

SIR:

I have the honor to propose a program of joint participation between the United States National Aeronautics and Space Administration and Her Majesty's Post Office in intercontinental testing in connection with the experimental communications satellites planned to be launched by the United States under Projects Relay and Rebound. I have the honor to propose further that the details and procedures with respect to such joint participation be in accordance with arrangements between these agencies.

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 reply to that effect, shall constitute an Agreement between the two Governments in this matter, which shall enter into force on the date of your note in reply.

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

WALWORTH BARBOUR  
*Charge d'Affaires ad interim*

The Right Honorable  
THE EARL OF HOME,  
*Secretary of State for Foreign Affairs,  
Foreign Office,  
S.W.1.*

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

FOREIGN OFFICE, S.W.1.

No. IAS 131/18

March 29, 1961.

SIR,

I have the honour to acknowledge the receipt of your Note of today's date, which reads as follows:-

"I have the honor to propose a program of joint participation between the United States National Aeronautics and Space Administration and Her Majesty's Post Office in intercontinental testing in connection with the experimental communications satellites planned to be launched by the United States under Projects Relay and Rebound. I have the honor to propose further that the details and procedures with respect to such joint participation be in accordance with arrangements between these agencies.

"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 reply to that effect, shall constitute an Agreement between the two Governments in this matter, which shall enter into force on the date of your note in reply."

2. I have the honour to inform you that the foregoing proposals are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland who therefore agree that your Note, together with the present reply, shall constitute an Agreement between the two Governments which shall enter into force on today's date.

I have the honour to be,

with high consideration, Sir,  
Your obedient servant,

(For the Secretary of State)

H. C. HAINWORTH

The Honourable WALWORTH BARBOUR,  
*etc., etc., etc.,*  
*24-31 Grosvenor Square,*  
*W.1.*

## BOLIVIA

## Mutual Defense Assistance: Equipment, Materials, and Services

*Agreement effected by exchange of notes  
Signed at La Paz February 9, 1961;  
Entered into force February 9, 1961;  
Operative retroactively November 18, 1960.*

*The American Ambassador to the Bolivian Minister of Foreign Affairs and Worship*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*La Paz, February 9, 1961.*

Excel

**EXCELLENCE:**  
I have the

I have the honor to refer to recent conversations between representatives of our two Governments as a result of which the Government of the United States of America has agreed to make available certain military assistance requested by the Government of Bolivia and authorized by the Government of the United States of America in accordance with such terms and conditions as may be agreed upon.

In this connection, it is the understanding of the Government of the United States of America that the Government of Bolivia will accept and use the equipment, materials, services and other assistance furnished by the Government of the United States of America hereunder subject to, and in accordance with, numbered paragraphs two, three, four, and five of the Agreement effected by an exchange of notes signed at La Paz on March 21 and April 22, 1958.<sup>[1]</sup>

If this understanding is acceptable to Your Excellency's Government, I propose that this note and Your Excellency's note in reply concurring therein shall constitute an Agreement between our two Governments which shall be deemed to have become effective November 18, 1960.

<sup>1</sup> TIAS 4061; 9 UST 953.

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

CARL W. STROM

His Excellency

Dr. EDUARDO ARZE QUIROGA,  
*Minister of Foreign Affairs and Worship,*  
*La Paz.*

*The Bolivian Minister of Foreign Affairs and Worship to the American Ambassador*

REPÚBLICA DE BOLIVIA  
MINISTERIO DE RELACIONES EXTERIORES  
Y CULTO

LA PAZ, 9 de febrero de 1961

EXCELENCIA:

Tengo el honor de avisar recibo de la Nota de Su Excelencia del siguiente tenor:

“Excelencia:— Tengo el honor de referirme a las recientes conversaciones entre representantes de nuestros dos Gobiernos, como resultado de las cuales, el Gobierno de los Estados Unidos de América, ha convenido conceder cierta asistencia militar, requerida por el Gobierno de Bolivia y que fué autorizada por el Gobierno de los Estados Unidos de América, de acuerdo con los términos y condiciones que se convengan a propósito.

“En relación a esto, es de entendimiento del Gobierno de los Estados Unidos de América que el Gobierno de Bolivia, aceptará y utilizará el equipo, materiales, servicios y otra asistencia extendida por el Gobierno de los Estados Unidos de América según éste Convenio, de acuerdo y con sujeción a los párrafos enumerados 2, 3, 4 y 5 del Acuerdo efectuado mediante el cambio y firma de notas en La Paz el 21 de marzo y 22 de abril de 1958.

“Si este entendimiento es aceptable por el Gobierno de Vuestra Excelencia, propongo que ésta nota y la nota concordante de respuesta de Vuestra Excelencia, constituyan un Acuerdo entre nuestros dos Gobiernos el que será considerado haber entrado en vigencia el 18 de noviembre de 1960.

“Acepte Excelencia las renovadas seguridades de mi más alta consideración”.

En respuesta, tengo el honor de informar a Vuestra Excelencia que el Gobierno de la República de Bolivia está de acuerdo y acepta los términos de la nota arriba transcrita y que dicha nota y la presente constituyen un acuerdo formal entre nuestros dos Gobiernos.

Acepte, Excelencia, las seguridades de mi consideración más alta y distinguida.

E ARZE Q

Al Excmo. Señor Don CARL STROM,  
*Embajador Extraordinario y Plenipotenciario  
de los Estados Unidos de Norte América.  
Presente.-*

*Translation*

REPUBLIC OF BOLIVIA

MINISTRY OF FOREIGN RELATIONS  
AND WORSHIP

LA PAZ, February 9, 1961

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's note of the following tenor:

[For the English language text of the note, see *ante*, p. 248.]

In reply, I have the honor to inform Your Excellency that the Government of the Republic of Bolivia concurs and accepts the terms of the note transcribed above and that that note and this one shall constitute a formal agreement between our two Governments.

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

E. ARZE Q.

His Excellency

CARL STROM,  
*Ambassador Extraordinary and Plenipotentiary  
of the United States of America,  
City.*

# INDONESIA

## Foreign Service Personnel: Free Entry Privileges

*Agreement effected by exchange of notes  
Signed at Washington March 23 and 31, 1961;  
Entered into force March 31, 1961.*

*The Secretary of State to the Indonesian Chargé d'Affaires ad interim*

DEPARTMENT OF STATE  
WASHINGTON  
*March 23, 1961*

SIR:

I refer to conversations between representatives of the Government of the United States of America and representatives of the Government of the Republic of Indonesia on the subject of free entry privileges.

Pending the negotiation and conclusion of a consular convention between the United States and Indonesia, the Government of the United States of America proposes that, on a basis of reciprocity, all American and Indonesian diplomatic and consular officers of career and members of their families living with them, as well as employees of the sending state, specifically appointed or assigned by the sending state to serve in its respective diplomatic or consular offices, who are nationals of the sending state and not engaged in any other occupation for gain in the country of the receiving state, shall be extended free entry privileges upon arrival to take up their duties and upon return from leave spent abroad, as well as the privilege of free importation of articles intended for their personal use at any time during official residence, provided the importation of such articles is not prohibited respectively by the laws of the United States and the Republic of Indonesia.

If the foregoing proposal is agreeable to the Government of the Republic of Indonesia, my Government will consider this note and your reply note concurring therein as concluding an agreement between our respective Governments, replacing such existing arrangements on this subject as may be in effect between the two Governments, such agreement to enter into force on the date of your reply note.

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

For the Secretary of State:

JOHN M. STEEVES

The Honorable  
Mr. NUGROHO,  
*Chargé d'Affaires ad interim*  
*of the Republic of Indonesia.*

*The Indonesian Chargé d'Affaires ad interim to the Secretary of State*

KEDUTAAN BESAR INDONESIA  
EMBASSY OF INDONESIA  
WASHINGTON, D.C.

CABLE ADDRESS: INDONESIA

CHANCERY  
2020 MASSACHUSETTS AVENUE, N.W.  
TELEPHONE HUDSON 3-6600  
*March 31, 1961*

SIR:

I have the honor to refer to your note of March 23, 1961 and to conversations between representatives of the Government of the Republic of Indonesia and representatives of the Government of the United States of America on the subject of free entry privileges.

Pending the negotiation and conclusion of a consular convention between Indonesia and the United States of America, the Government of the Republic of Indonesia is prepared to conclude a specific agreement with the Government of the United States of America, by an exchange of notes, providing, on a basis of reciprocity, that all Indonesian and American diplomatic and consular officers of career and members of their families living with them, as well as employees of the sending state, specifically appointed or assigned by the sending state to serve in its respective diplomatic or consular offices, who are nationals of the sending state and not engaged in any other occupation for gain in the country of the receiving state, shall be extended free entry privileges upon arrival to take up their duties and upon return from leave spent abroad, as well as the privilege of free importation of articles intended for their personal use at any time during official residence, provided the importation of such articles is not prohibited respectively by the laws of the Republic of Indonesia and the United States of America.

The Government of the Republic of Indonesia agrees to the foregoing provision as a result of the conversations mentioned above, and will consider your note of March 23, 1961, and this note, concurring therein as concluding an agreement between our respective Governments, replacing such existing arrangements on this subject as may be in effect between the two Governments, such agreement to enter into force on the date of this note, March 31, 1961.

Please accept, Sir, the renewed assurances of my most distinguished consideration.

NUGROHO.

Nugroho  
*Charge d'Affaires ad interim*

The Honorable  
**DEAN RUSK**  
*Secretary of State of the  
United States of America  
Washington, D.C.*

# CHILE

## Investment Guaranties

*Agreement effected by exchange of notes  
Signed at Santiago July 29, 1960;  
Entered into force February 15, 1961.*

*The American Charge d'Affaires ad interim to the Chilean Minister of  
Foreign Affairs*

EMBASSY OF THE UNITED STATES  
OF AMERICA,  
SANTIAGO, CHILE.

No. 37

July 29, 1960

EXCELLENCY:

I have the honor to refer to conversations which have been held between representatives of our two governments to conclude the negotiations relative to guaranteeing United States investors against the risk of inconvertibility, in accordance with the terms of Section 413(b) (4)(B)(i) of the Mutual Security Act of 1954, of the United States of America, as amended.<sup>[1]</sup> In this regard, I have the honor to confirm the following understanding reached as a result of these conversations:

1. The Government of the United States of America and the Government of Chile shall, upon the request of either of them, consult respecting investment projects to be carried out in Chile proposed by citizens of the United States of America with respect to which guarantees under Section 413(b)(4)(B)(i) of the Mutual Security Act of 1954 of the United States of America, as amended, have been made or are under consideration.
2. The Government of the United States of America agrees that it will issue no guaranty with respect to any project unless it is approved by the Government of Chile.
3. With respect to the guarantees against inconvertibility covering projects approved by the Government of Chile for purposes of guaranty, the Government of Chile agrees.
  - a) That if the Government of the United States of America makes payment in United States dollars to any person under such guaranty, the Government of Chile will recognize the transfer to the Government of the United States of America of any right, title,

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<sup>[1]</sup> 68 Stat. 847, 22 U.S.C. § 1933(b)(4)(B)(i).

or interest of such persons in currency or credits in currency on account of which such payment was made, and the subrogation of the Government of the United States of America to any claim or cause of action, or right of such person arising in connection therewith. Nothing in this agreement shall grant to the Government of the United States of America other rights than those available to such person with respect to any petition or claim or right to which the Government of the United States of America may be subrogated;

b) That amounts in Chilean escudos and credits in Chilean escudos acquired by the Government of the United States of America pursuant to such guarantees shall be accorded treatment not less favorable than that accorded to private funds arising from transactions of United States nationals which are comparable to the transactions covered by such guarantees, and that such amounts and credits in Chilean escudos shall be freely available to the Government of the United States of America for administrative expenditures;

c) That the subrogation of the Government of the United States of America referred to in the aforementioned subparagraph (a), shall pertain only to the aforementioned amounts in Chilean escudos and credits in Chilean escudos and shall not be applicable to the physical or real property comprising an investment for which guarantees have been issued by the Government of the United States of America pursuant to this Agreement.

This note and Your Excellency's favorable reply in similar terms shall be considered an agreement between the parties concerned, and this Agreement shall enter into force [^] on the date on which the Government of Chile notifies the Government of the United States of America that this exchange of notes has been approved pursuant to its constitutional procedures.

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

WILLIAM L. KRIEG  
*Charge d'Affaires, a.i.*

His Excellency

ENRIQUE ORTÚZAR ESCOBAR,  
*Minister of Foreign Affairs,*  
*Santiago.*

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<sup>1</sup> Feb. 15, 1961.

*The Chilean Minister of Foreign Affairs to the American Charge  
d'Affaires ad interim*

REPÚBLICA DE CHILE  
MINISTERIO DE RELACIONES EXTERIORES

Nº 9985

SANTIAGO, 29 de julio de 1960.

SEÑOR ENCARGADO DE NEGOCIOS:

Tengo el agrado de acusar recibo de la Nota de Vuestra Señoría Nº 37, de fecha de hoy, cuyo texto dice como sigue:

"Tengo el honor de referirme a las conversaciones que se han venido sosteniendo entre representantes de nuestros dos Gobiernos, para llegar a formalizar las negociaciones destinadas a garantizar a los inversionistas americanos contra el riesgo de inconvertibilidad, conforme a los términos de la Sección 413 (b) (4) (B) (i) de la Ley de Seguridad Mutua de 1954 de los Estados Unidos de América, con sus modificaciones. Sobre dicha materia, tengo el honor de confirmar el siguiente acuerdo a que se llegó como resultado de tales conversaciones:

1.- El Gobierno de Chile y el Gobierno de los Estados Unidos de América, a solicitud de cualquiera de ellos, se consultarán sobre proyectos de inversiones por ejecutarse en Chile, propuestos por ciudadanos de los Estados Unidos de América, respecto de los cuales se han concedido, o se encuentran bajo estudio, las garantías previstas en la Sección 413 (b) (4) (B) (i) de la Ley de Seguridad Mutua de 1954 de los Estados Unidos de América, con sus modificaciones.

2.- El Gobierno de los Estados Unidos de América conviene en no otorgar ninguna garantía respecto de ningún proyecto, a menos de que éste sea aprobado por el Gobierno de Chile.

3.- Respecto de las garantías contra la inconvertibilidad que se concedan a proyectos que hayan sido aprobados por el Gobierno de Chile con fines de garantía, el Gobierno de Chile se compromete a:

a) Que, si el Gobierno de los Estados Unidos de América efectuara un pago en dólares de los Estados Unidos a cualquiera persona, de conformidad con cualesquiera de dichas garantías, el Gobierno de Chile reconocerá la transferencia al Gobierno de los Estados Unidos de América de cualquier derecho, título o interés de dicha persona sobre dinero o créditos en dinero por cuyo concepto se efectuó ese pago, y la subrogación en favor del Gobierno de los Estados Unidos de América de cualquiera reclamación o causa de acción o derecho de dicha persona, proveniente de los mismos.

Nada en este acuerdo concederá al Gobierno de los Estados Unidos de América otros derechos que aquellos que pueden invocar tales personas con respecto a cualquiera demanda, reclamación o derecho en los cuales se subrogue el Gobierno de los Estados Unidos de América;

b) Que las sumas y créditos en escudos chilenos adquiridos por el Gobierno de los Estados Unidos de América de conformidad con

dichas garantías, recibirán un tratamiento no menos favorable que el que se otorga a fondos privados provenientes de transacciones de nacionales de los Estados Unidos de América, comparables a las transacciones protegidas por dichas garantías, y que dichas sumas y créditos en escudos chilenos estarán libremente a la disposición del Gobierno de los Estados Unidos de América para gastos administrativos;

c) Que la subrogación a favor del Gobierno de los Estados Unidos de América ya mencionada en el sub-párrafo a), se aplicará sólo a las referidas sumas y créditos en escudos chilenos y no será aplicable a la propiedad física o a bienes raíces comprendidos en una inversión sobre la cual se ha otorgado garantías por el Gobierno de los Estados Unidos de América en conformidad con este acuerdo.

La presente nota y la respuesta favorable de Vuestra Excelencia en términos similares, se considerarán un acuerdo entre las Partes y éste comenzará a regir desde la fecha en que el Gobierno de Chile notifique al de los Estados Unidos de América que el presente cambio de notas ha sido aprobado de conformidad a sus procedimientos constitucionales.

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

Al respecto, tengo el agrado de comunicar a Vuestra Señoría la conformidad de mi Gobierno con los términos de la Nota transcrita, constituyendo tanto ella como la presente respuesta, un acuerdo entre ambas Partes.

Me valgo de la oportunidad para reiterar a Vuestra Señoría las seguridades de mi distinguida consideración.

E. ORTÚZAR E.

Al Honorable Señor

WILLIAM L. KRIEG,

*Encargado de Negocios de los Estados Unidos de América  
Presente.—*

*Translation*

REPUBLIC OF CHILE  
MINISTRY OF FOREIGN RELATIONS

No. 9985

SANTIAGO, July 29, 1960

MR. CHARGÉ D'AFFAIRES:

I take pleasure in acknowledging receipt of your note No. 37 of this date, the text of which reads as follows:

[For the English language text of the note, see *ante*, p. 254.]

In this connection, I am happy to inform you of my Government's approval of the terms of the note reproduced above, that note together with this reply constituting an agreement between the two Parties.

I avail myself of the opportunity to renew to you the assurances of my distinguished consideration.

E. ORTÚZAR E.

The Honorable

WILLIAM L. KRIEG,

*Charge d'Affaires of the  
United States of America,  
City.*

# PERU

## Surplus Agricultural Commodities

*Agreement relating to the agreement of February 12, 1960.*

*Effectuated by exchange of notes*

*Signed at Lima October 4 and December 27, 1960;*

*Entered into force December 27, 1960.*

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*The American Chargé d'Affaires ad interim to the Peruvian Acting Minister of Foreign Relations*

No. 122

LIMA, October 4, 1960.

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of Peru, signed on February 12, 1960, and to the exchange of notes between the two Governments of the same date [¹] relative to the transfer to the Development Loan Fund of the sol equivalent of \$1 million for disbursement in connection with the loan made by the Development Loan Fund to the Government of Peru for construction of the Aguaytia-Pucallpa Highway, said sol equivalent of \$1 million being a portion of the Peruvian soles accruing under said Commodities Agreement for the establishment of a line of credit in favor of the Government of Peru for the promotion of economic development under Section 104(g) of the Agricultural Trade Development and Assistance Act,[²] as amended.

I wish to confirm my Government's understanding of the further agreement reached in conversations which have subsequently taken place between representatives of the Government of the United States and the Government of Peru with respect to the transfer of an additional portion of the Peruvian soles accruing under the aforesaid Commodities Agreement and presently reserved for establishment of the aforementioned line of credit.

It is understood that since the Development Loan Fund has approved the loan requested by the Peru Savings and Loan Association (Asociación Mutual de Créditos para Vivienda Peru) for the purpose of providing a portion of the Association's initial capitalization, the Government of Peru agrees that[³] the Peruvian sol equivalent of

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<sup>1</sup> TIAS 4430; 11 UST 186.

<sup>2</sup> 68 Stat. 457; 7 U.S.C. § 1704(g).

<sup>3</sup> The word "of" was inadvertently omitted.

not more than \$5.4 million reserved for the aforesaid line of credit as reduced by the sol equivalent of \$1 million heretofore reserved for transfer to the Development Loan Fund, the sol equivalent of an additional \$1 million may be served<sup>[1]</sup> by the Government of the United States for transfer to the Development Loan Fund for disbursement by the Development Loan Fund to Peru Mutual Savings and Loan Association to provide a portion of its initial capitalization. It is further understood that the aforesaid line of credit will be reduced to the extent of disbursements made by the Development Loan Fund from the soles transferred to the Development Loan Fund from the soles reserved for the above purposes. It is further understood that the Development Loan Fund will disburse the said soles to the Peru Mutual Savings and Loan Association pursuant to the terms and conditions of a separate Loan Agreement entered into by the Development Loan Fund with the Peru Mutual Savings and Loan Association on July 13, 1960.

I shall appreciate receiving Your Excellency's confirmation of the above understanding.

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

JACK D. NEAL  
*Chargeé d'Affaires ad interim*

His Excellency

LUIS ALVARADO GARRIDO,  
*Acting Minister of Foreign Relations,*  
*Ministry of Foreign Relations,*  
*Lima.*

*The Peruvian Acting Minister of Foreign Relations to the American  
 Chargeé d'Affaires ad interim*

MINISTERIO DE RELACIONES EXTERIORES

NUMERO : (H) 6-3/170

LIMA, 27 de Diciembre de 1960.

SEÑOR ENCARGADO DE NEGOCIOS:

Tengo a honra referirme a la atenta nota de Vuestra Señoría, número 122, de fecha 4 de Octubre del presente año, en la que se refiere al Convenio de Excedentes Agrícolas celebrado entre el Gobierno de Vuestra Señoría y el Gobierno del Perú, suscrito el 12 de Febrero de 1960; así como, al intercambio de notas de la misma fecha relativas a la transferencia del equivalente en soles de Un Millón de dólares, al Fondo de Desarrollo Económico, para gastos en conexión con el préstamo otorgado al Gobierno del Perú por el Fondo de Desarrollo Económico.

Me refiero, además, concretamente, al Acuerdo Adicional a que se llegara en conversaciones posteriores entre los Representantes de los

<sup>1</sup> Should read "reserved".

Gobiernos del Perú y de los Estados Unidos de América, con respecto a la transferencia de una cantidad adicional de soles peruanos, acumulados bajo el referido Acuerdo de Excedentes Agrícolas.

En respuesta a su referida nota, me es grato manifestarle que el señor Ministro de Hacienda y Comercio me expresa que está conforme en que, el equivalente en soles de Un Millón de dólares disponibles de los fondos acumulados en virtud del Convenio de Excedentes Agrícolas "P. L. 480", de 12 de Febrero del presente año, sea reservado por el Gobierno de los Estados Unidos de América para ser transferido al Fondo de Préstamos para Desarrollo "D L F", quien, a su vez, los desembolsará a la Mutual Perú, de conformidad con los términos estipulados en las partes pertinentes de la nota que contesto.

Me valgo de esta grata ocasión para reiterar a Vuestra Señoría, las seguridades de mi distinguida consideración.

LUIS ALVARADO G

Al Honorable señor

JACK D. NEAL

*Encargado de Negocios a.i. de los  
Estados Unidos de América.  
Ciudad.-*

*Translation*

MINISTRY OF FOREIGN RELATIONS

No. (H) 6-3/170

LIMA, December 27, 1960

MR. CHARGÉ D'AFFAIRES:

I have the honor to refer to your note No. 122 dated October 4 of this year, in which reference is made to the Surplus Agricultural Commodities Agreement concluded between your Government and the Government of Peru, signed on February 12, 1960, and to the exchange of notes of the same date relating to the transfer of the sol equivalent of one million dollars to the Economic Development Fund for disbursements in connection with the loan made to the Government of Peru by the Economic Development Fund.

I also refer, in particular, to the Supplementary Agreement reached in subsequent conversations between the representatives of the Governments of Peru and the United States of America with respect to the transfer of an additional amount of Peruvian soles accruing under the aforesaid Surplus Agricultural Commodities Agreement.

In reply to your note mentioned above, I take pleasure in informing you that the Minister of Finance and Commerce has advised me that he agrees that the sol equivalent of one million dollars available from the funds accruing under Surplus Agricultural Commodities Agreement, P.L. 480 of February 12 of this year, shall be reserved by the Government of the United States of America for transfer to the

Development Loan Fund (DLF), which in turn shall disburse them to Peru Mutual, in accordance with the terms specified in the pertinent parts of the note to which I am replying.

I avail myself of this opportunity to renew to you the assurances of my distinguished consideration.

LUIS ALVARADO G.

The Honorable

Mr. JACK D. NEAL

*Chargé d'Affaires ad interim of the  
United States of America  
City*

# INDONESIA

## Surplus Agricultural Commodities [<sup>1</sup>]

*Agreement supplementing the agreement of November 5, 1960.*

*Effectuated by exchange of notes*

*Signed at Djakarta March 2, 1961;*

*Entered into force March 2, 1961.*

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*The American Ambassador to the Indonesian Secretary General,  
Department of Foreign Affairs*

No. 628

DJAKARTA, March 2, 1961.

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement entered into by our two Governments on November 5, 1960 and to the accompanying exchange of notes,[<sup>2</sup>] and, in response to the request of the Government of the Republic of Indonesia to propose that this Agreement be supplemented as follows:

1. To provide for additional financing by the Government of the United States of America of the following commodity and ocean transportation:

<i>Commodity</i>	<i>Export Market Value</i>
Rice	\$ 3,100,000
Ocean transportation (Est.)	600,000
Total	\$ 3,700,000

2. To provide that Indonesian rupiah accruing to the Government of the United States of America as a consequence of sales made pursuant to this supplementary Agreement will be used by the Government of the United States of America as follows:

- (a) For loans to be made by the Export-Import Bank of Washington under subsection 104(e) of the Agricultural Trade Development and Assistance Act, as amended,[<sup>3</sup>] (hereinafter referred to as the Act) and for administrative expenses of the Export-Import Bank of Washington in the Republic of Indonesia incident thereto,

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<sup>1</sup> Also TIAS 4846, 4897; *post*, p. 1266 and Part 3.

<sup>2</sup> TIAS 4616; 11 UST 2357.

<sup>3</sup> 68 Stat. 456; 7 U.S.C. § 1704(e).

the Indonesian rupiah equivalent of \$185,000. This increases the total amount indicated in paragraph 1 of Article II of the Agreement to the Indonesian rupiah equivalent of \$985,000.

(b) For a loan to the Government of the Republic of Indonesia under subsection 104(g) of the Act, the Indonesian rupiah equivalent of \$1,387,500. This increases the total amount indicated in paragraph 2 of Article II of the Agreement to the Indonesian rupiah equivalent of \$7,387,500.

(c) For a grant to the Government of the Republic of Indonesia under subsection 104(e) of the Act, the Indonesian rupiah equivalent of \$1,387,500. This increases the total amount indicated in paragraph 3 of Article II to the Indonesian rupiah equivalent of \$7,387,500.

(d) For payment of United States expenditures in the Republic of Indonesia under subsections (a), (b), (f), and (h) through (r) of Section 104 of the Act, or under any of such subsections and for other mutually agreed uses under Section 104 of the Act, the Indonesian rupiah equivalent of \$740,000. This increases the total amount indicated in paragraph 4 of Article II of the Agreement to the Indonesian rupiah equivalent of \$3,940,000.

It is understood that in the event the total of Indonesian rupiah accruing to the Government of the United States of America as a consequence of sales made pursuant to the Agreement and this supplement is less than the Indonesian rupiah equivalent of \$19,700,000, the amount available for expenditures under subsection 104(g) loans and subsection 104(e) grants to the Government of the Republic of Indonesia will be reduced by an equivalent amount and proportionately between 104(g) loans and 104(e) grants; to the extent that the total exceeds the rupiah equivalent of \$19,700,000, 20 percent of the excess will be available for the use of the Government of United States of America, 75 percent for loans and grants to Government of the Republic of Indonesia under subsections 104(g) and 104(e), and 5 percent for loans under subsection 104(e).

3. In order that the delivery of rice under this supplementary Agreement not unduly disrupt world prices of agricultural commodities, or impair trade relations among friendly nations, the Government of the Republic of Indonesia shall import during United States calendar year 1961 with its own foreign exchange resources 650,000 metric tons of rice from free world sources. This quantity shall be purchased in addition to those quantities to be obtained pursuant to this supplementary agreement. Prior to signing any supplementary agreements to be entered into between our two Governments under the Act involving delivery of rice during United States calendar 1961 the figure on commercial purchases will be re-examined on the basis of the Indonesia supply position and other factors at that time.

4. It is further understood that in the notes of November 5, 1960, relating to the conversion of the Indonesian rupiah into other currencies "\$320,000" is deleted and "\$394,000" is substituted therefor.

5. Application for purchase authorizations will be made within 90 calendar days of the effective date of this supplementary Agreement.

6. Except as otherwise provided herein, the pertinent provisions of the Agreement of November 5, 1960 and the accompanying exchanges of notes shall apply to this supplementary Agreement.

I have the honor to propose that this note and Your Excellency's reply concurring therein shall constitute an Agreement between our two Governments on this matter to enter into force on the date of Your Excellency's note in reply.

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

HOWARD P. JONES

Howard P. Jones

*Ambassador Extraordinary  
and Plenipotentiary*

His Excellency

R. SUWITO KUSUMOWIDAGDO,  
*Secretary General,*  
*Department of Foreign Affairs,*  
*Djakarta.*

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*The Indonesian Secretary General, Department of Foreign Affairs,  
to the American Ambassador*

DEPARTMENT OF FOREIGN AFFAIRS  
REPUBLIC OF INDONESIA

No. 221/61/S

DJAKARTA, March 2, 1961.-

EXCELLENCY,

I have the honour to acknowledge receipt of your Excellency's note No. 628 dated March 2, 1961, which reads as follows :

"I have the honour to refer to the Agricultural Commodities Agreement entered into by our two Governments on November 5, 1960 and to the accompanying exchange of notes, and, in response to the request of the Government of the Republic of Indonesia to propose that this Agreement be supplemented as follows:

1. To provide for additional financing by the Government of the United States of America of the following commodity and ocean transportation :

<i>Commodity</i>	<i>Export Market Value</i>
Rice	\$ 3,100,000
Ocean transportation (Est.)	600,000
Total	\$ 3,700,000

2. To provide that Indonesian rupiah accruing to the Government of the United States of America as a consequence of sales made pursuant to this supplementary Agreement will be used by the Government of the United States of America as follows :

(a) For loans to be made by the Export-Import Bank of Washington under subsection 104(e) of the Agricultural Trade Development and Assistance Act, as amended, (hereinafter referred to as the Act) and for administrative expenses of the Export-Import Bank of Washington in the Republic of Indonesia incident thereto, the Indonesian rupiah equivalent of \$ 185,000. This increases the total amount indicated in paragraph 1 of Article II of the Agreement to the Indonesian rupiah equivalent of \$ 985,000.

(b) For a loan to the Government of the Republic of Indonesia under subsection 104(g) of the Act, the Indonesian rupiah equivalent of \$ 1,387,500. This increases the total amount indicated in paragraph 2 of Article II of the Agreement to the Indonesian rupiah equivalent of \$ 7,387,500.

(c) For a grant to the Government of the Republic of Indonesia under subsection 104(e) of the Act, the Indonesian rupiah equivalent of \$ 1,387,500. This increases the total amount indicated in paragraph 3 of Article II to the Indonesian rupiah equivalent of \$ 7,387,500.

(d) For payment of United States expenditures in the Republic of Indonesia under subsections (a), (b), (f), and (h) through (r) of Section 104 of the Act, or under any of such subsections and for other mutually agreed uses under Section 104 of the Act, the Indonesian rupiah equivalent of \$740,000. This increases the total amount indicated in paragraph 4 of Article II of the Agreement to the Indonesian rupiah equivalent of \$3,940,000.

It is understood that in the event the total of Indonesian rupiah accruing to the Government of the United States of America as a consequence of sales made pursuant to the Agreement and this supplement is less than the Indonesian rupiah equivalent of \$19,700,000, the amount available for expenditures under subsection 104(g) loans and subsection 104(e) grants to the Government of the Republic of Indonesia will be reduced by an equivalent amount and proportionately between 104(g) loans and 104(e) grants; to the extent that the total exceeds the rupiah equivalent of \$19,700,000, 20 percent of the excess will be available for the use of the Government of United States of America, 75 percent for loans and grants to Government

of the Republic of Indonesia under subsections 104(g) and 104(e), and 5 percent for loans under subsection 104(e).

3. In order that the delivery of rice under this supplementary Agreement not unduly disrupt world prices of agricultural commodities, or impair trade relations among friendly nations, the Government of the Republic of Indonesia shall import during United States calendar year 1961 with its own foreign exchange resources 650,000 metric tons of rice from free world sources. This quantity shall be purchased in addition to those quantities to be obtained pursuant to this supplementary agreement. Prior to signing any supplementary agreements to be entered into between our two Governments under the Act involving delivery of rice during United States Calendar 1961 the figure on commercial purchases will be re-examined on the basis of the Indonesia supply position and other factors at that time.

4. It is further understood that in the notes of November 5, 1960, relating to the conversion of the Indonesian rupiah into other currencies "\$320,000" is deleted and "\$394,000" is substituted therefor.

5. Application for purchase authorizations will be made within 90 calendar days of the effective date of this supplementary Agreement.

6. Except as otherwise provided herein, the pertinent provisions of the Agreement of November 5, 1960 and the accompanying exchanges of notes shall apply to this supplementary Agreement."

I have the honour to confirm the understandings stated in Your Excellency's Note, on behalf of my Government.

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

R. SUWITO KUSUMOWIDAGDO

R. Suwito Kusumowidagdo

*Secretary General  
Department of Foreign Affairs.*

His Excellency

HOWARD P. JONES

*Ambassador Extraordinary*

*and Plenipotentiary of the United States of America*

*Djakarta.*

# REPUBLIC OF KOREA

## Economic, Technical and Related Assistance

*Agreements effected by exchanges of notes*

*Signed at Seoul February 8, 1961;*

*Entered into force February 28, 1961.*

*With agreed minute.*

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*The American Ambassador to the Korean Minister of Foreign Affairs*

No. 878

SEOUL, February 8, 1961.

**EXCELLENCY:**

I have the honor to refer to recent conversations between representatives of the Government of the United States of America and the Government of the Republic of Korea regarding the understandings applicable to economic, technical and related assistance furnished by the Government of the United States to the Government of the Republic of Korea and to propose that henceforth these understandings shall be as follows:

1) The Government of the United States and the Government of the Republic of Korea jointly reaffirm that economic, technical and related assistance is an essential requirement for the achievement of the paramount objective of maintaining the defense of the Republic of Korea, consistent with the purposes and principles of the United Nations.

2) The Government of the United States will furnish such economic, technical and related assistance hereunder as may be requested by representatives of appropriate agencies of the Government of the Republic of Korea and approved by representatives of the agency designated by the Government of the United States to administer its responsibilities under this Agreement, or as may be requested and approved by other representatives designated by our two Governments. The furnishing of such assistance shall be subject to applicable United States laws and regulations. It shall be made available in accordance with arrangements agreed upon between the above-mentioned representatives.

3) The Government of the Republic of Korea reaffirms the undertakings expressed in the Mutual Defense Treaty between the United States of America and the Republic of Korea which was signed at Washington on October 1, 1953, and entered into force on November 17, 1954,[<sup>1</sup>] the Mutual Defense Assistance Agreement signed at Seoul on January 26, 1950,[<sup>2</sup>] and the Agreement effected by an exchange of notes signed at Pusan on January 4 and 7, 1952; [<sup>3</sup>] will make the full contribution permitted by its manpower, resources, facilities and general economic condition in furtherance of the purposes for which such assistance is made available; will take appropriate steps to assure the effective use of such assistance; will cooperate with the Government of the United States to assure that procurement will be at reasonable prices and on reasonable terms; will, without restriction, permit continuous observation and review by United States representatives of programs and operations hereunder, and records pertaining thereto; will provide the United States with full and complete information concerning such programs and operations and other relevant information which the Government of the United States may need to determine the nature and scope of operations and to evaluate the effectiveness of the assistance furnished or contemplated; and will give to the people of the Republic of Korea full publicity concerning programs hereunder. With respect to cooperative technical assistance programs hereunder, the Government of the Republic of Korea will also bear a fair share of the costs thereof; will, to the maximum extent possible, seek full coordination and integration of technical cooperation programs being carried on in the Republic of Korea; and will cooperate with other nations participating in such programs in the mutual exchange of technical knowledge and skills.

4) In any case where commodities or services are furnished on a grant basis under arrangements which will result in the accrual of proceeds to the Government of the Republic of Korea from the import or sale of such commodities or services, the Government of the Republic of Korea, except as may otherwise be mutually agreed by the representatives referred to in paragraph 2, will establish in its own name a Special Account in the Bank of Korea, will deposit promptly in such Special Account the amount of local currency equivalent to such proceeds and, upon notification from time to time by the Government of the United States of its local currency requirements, will make available to the Government of the United States, in the manner requested by that Government, out of any balances in the Special Account, such sums as are stated in such notifications to

<sup>1</sup> TIAS 3097; 5 UST, pt. 3, p. 2368.

<sup>2</sup> TIAS 2019; 1 UST 137.

<sup>3</sup> TIAS 2612; 3 UST, pt. 4, p. 4619.

be necessary for such requirements. The Government of the Republic of Korea may draw upon any remaining balances in the Special Account for such purposes beneficial to the Republic of Korea as may be agreed upon from time to time by the representatives referred to in paragraph 2. Any unencumbered balances of funds which remain in the Special Account upon termination of assistance hereunder to the Government of the Republic of Korea shall be disposed of for such purposes as, subject to approval by act or joint resolution of the Congress of the United States, may be agreed upon by the representatives referred to in paragraph 2.

5) The Government of the Republic of Korea will receive a special mission, and its personnel, which will discharge the responsibilities of the Government of the United States hereunder. Upon appropriate notification by the Government of the United States, the Government of the Republic of Korea will consider this special mission and its personnel as part of the diplomatic mission of the United States in the Republic of Korea for the purposes of enjoying the privileges and immunities accorded to that mission and its personnel of comparable grade or rank. The Government of the Republic of Korea will give full cooperation to the special mission, and its personnel, including the furnishing of facilities necessary for the purposes of carrying out the provisions of this Agreement.

6) In order to assure the maximum benefits to the people of the Republic of Korea from the assistance to be furnished hereunder:

(a) Any supplies, materials, equipment or commodities, including motor vehicles, or any funds introduced into or acquired in the Republic of Korea by the Government of the United States, or any contractor financed by that Government, for purposes of any program or project conducted pursuant to this Agreement shall, while such supplies, materials, equipment, commodities or funds are used in connection with such a program or project, be exempt from any taxes on ownership or use of property, and any other taxes, investment or deposit requirements and currency controls in the Republic of Korea. The import, export (except that in the case of contractors financed by the Government of the United States export transactions shall be the subject of special arrangements between the representatives referred to in paragraph 2 hereof), purchase, use or disposition (other than by sale by a contractor financed by the Government of the United States) of any such supplies, materials, equipment, commodities, including motor vehicles, or funds in connection with such a program or project shall be exempt from any tariffs, customs duties, import and export taxes, taxes on purchase or disposition (other than by sale by a contractor financed by the Government of the United States) of property, and any other taxes or similar charges in the Republic of Korea.

(b) All personnel, except citizens and permanent residents of the Republic of Korea, including employees of the Government of the United States or its agencies who are present in the Republic of Korea to perform work in connection herewith shall be exempt from income and social security taxes levied under the laws of the Republic of Korea with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States, and from taxes on purchase, ownership, use or disposition of personal movable property, including motor vehicles, intended for their own use. Such personnel and members of their families shall receive the same treatment, but in no case treatment more favorable, with respect to the payment of customs and import and export duties on personal effects, equipment, supplies or commodities, including motor vehicles, imported into the Republic of Korea for their own use as is accorded by the Government of the Republic of Korea to diplomatic personnel of the American Embassy in Seoul.

(c) Funds introduced into the Republic of Korea for purposes of furnishing assistance hereunder shall be convertible into currency of the Republic of Korea at the highest rate in terms of the number of Korean hwan per United States dollar which, at the time the conversion is made, is not unlawful in the Republic of Korea.

7) All or any part of the program of assistance provided hereunder may be terminated by the Government of the United States if it determines that because of changed conditions the continuation of such assistance is unnecessary or undesirable. The termination of such assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered.

8) The agreements applicable to economic, technical, or related assistance furnished directly by the Government of the United States to the Government of the Republic of Korea, or through the Unified Command, which are superseded in whole or part by this Agreement shall be specified in supplementary arrangements made between the representatives referred to in paragraph 2 hereof.

I have the honor to propose that, if these understandings are acceptable to the Government of the Republic of Korea, the present note and your reply note concurring therein shall constitute an Agreement between our two Governments which shall enter into force on the date of notification [¹] by the Government of the Republic of Korea to the United States Embassy in Seoul of the consent thereto by the National Assembly of the Republic of Korea, and which shall remain in force until thirty days after the receipt by either Government of written notification of the intention of the other to terminate

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<sup>1</sup> Feb. 28, 1961.

it, it being understood, however, that the provisions of this Agreement shall remain in full force and effect with respect to assistance furnished pursuant to requests made under paragraph 2 hereof.

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

WALTER P. McCONAUGHEY

His Excellency

YIL HYUNG CHYUNG,  
Minister of Foreign Affairs,  
Seoul.

*The Korean Minister of Foreign Affairs to the American Ambassador*

REPUBLIC OF KOREA

MINISTRY OF FOREIGN AFFAIRS

PT-9401

FEBRUARY 8, 1961

EXCELLENCY:

I have the honor to refer to Your Excellency's note dated February 8, 1961 which reads as follows:

"I have the honor to refer to recent conversations between representatives of the Government of the United States of America and the Government of the Republic of Korea regarding the understandings applicable to economic, technical and related assistance furnished by the Government of the United States to the Government of the Republic of Korea and to propose that henceforth these understandings shall be as follows:

"1) The Government of the United States and the Government of the Republic of Korea jointly reaffirm that economic, technical and related assistance is an essential requirement for the achievement of the paramount objective of maintaining the defense of the Republic of Korea, consistent with the purposes and principles of the United Nations.

"2) The Government of the United States will furnish such economic, technical and related assistance hereunder as may be requested by representatives of appropriate agencies of the Government of the Republic of Korea and approved by representative of the agency designated by the Government of the United States to administer its responsibilities under this Agreement, or as may be requested and approved by other representatives designated by our two Governments. The furnishing of such assistance shall be subject to applicable United States laws and regulations. It shall be made available in accordance with arrangements agreed upon between the above-mentioned representatives.

"3) The Government of the Republic of Korea reaffirms the undertakings expressed in the Mutual Defense Treaty between the United States of America and the Republic of Korea which was signed at Washington on October 1, 1953, and entered into force on November 17, 1954, the Mutual Defense Assistance Agreement signed at Seoul on January 26, 1950, and the Agreement effected by an exchange of notes signed at Pusan on January 4 and 7, 1952; will make the full contribution permitted by its manpower, resources, facilities and general economic condition in furtherance of the purposes for which such assistance is made available; will take appropriate steps to assure the effective use of such assistance; will cooperate with the Government of the United States to assure that procurement will be at reasonable prices and on reasonable terms; will, without restriction, permit continuous observation and review by United States representatives of programs and operations hereunder, and records pertaining thereto; will provide the United States with full and complete information concerning such programs and operations and other relevant information which the Government of the United States may need to determine the nature and scope of operations and to evaluate the effectiveness of the assistance furnished or contemplated; and will give to the people of the Republic of Korea full publicity concerning programs hereunder. With respect to co-operative technical assistance programs hereunder, the Government of the Republic of Korea will also bear a fair share of the costs thereof; will, to the maximum extent possible, seek full coordination and integration of technical cooperation programs being carried on in the Republic of Korea; and will cooperate with other nations participating in such programs in the mutual exchange of technical knowledge and skills.

"4) In any case where commodities or services are furnished on a grant basis under arrangements which will result in the accrual of proceeds to the Government of the Republic of Korea from the import or sale of such commodities or services, the Government of the Republic of Korea, except as may otherwise be mutually agreed by the representatives referred to in paragraph 2, will establish in its own name a Special Account in the Bank of Korea, will deposit promptly in such Special Account the amount of local currency equivalent to such proceeds and, upon notification from time to time by the Government of the United States of its local currency requirements, will make available to the Government of the United States, in the manner requested by that Government, out of any balances in the Special Account, such sums as are stated in such notifications to be necessary for such requirements. The Government of the Republic of Korea may draw upon any remaining balances in the Special Account for such purposes beneficial to the Republic of Korea as may be agreed upon from time to time by the representatives referred to in paragraph 2. Any unencumbered balances of

funds which remain in the Special Account upon termination of assistance hereunder to the Government of the Republic of Korea shall be disposed of for such purposes as, subject to approval by act or joint resolution of the Congress of the United States, may be agreed upon by the representatives referred to in paragraph 2.

"5) The Government of the Republic of Korea will receive a special mission, and its personnel, which will discharge the responsibilities of the Government of the United States hereunder. Upon appropriate notification by the Government of the United States, the Government of the Republic of Korea will consider this special mission and its personnel as part of the diplomatic mission of the United States in the Republic of Korea for the purposes of enjoying the privileges and immunities accorded to that mission and its personnel of comparable grade or rank. The Government of the Republic of Korea will give full cooperation to the special mission, and its personnel, including the furnishing of facilities necessary for the purposes of carrying out the provisions of the Agreement.

"6) In order to assure the maximum benefits to the people of the Republic of Korea from the assistance to be furnished hereunder:

(a) Any supplies, materials, equipment or commodities, including motor vehicles, or any funds introduced into or acquired in the Republic of Korea by the Government of the United States, or any contractor financed by that Government, for purposes of any program or project conducted pursuant to this Agreement shall, while such supplies, materials, equipment, commodities or funds are used in connection with such a program or project, be exempt from any taxes on ownership or use of property, and any other taxes, investment or deposit requirements and currency controls in the Republic of Korea. The import, export, (except that in the case of contractors financed by the Government of the United States export transactions shall be the subject of special arrangements between the representatives referred to in paragraph 2 hereof) purchase, use or disposition (other than by sale by a contractor financed by the Government of the United States) of any such supplies, materials, equipment, commodities, including motor vehicles, or funds in connection with such a program or project shall be exempt from any tariffs, customs duties, import and export taxes, taxes on purchase or disposition (other than by sale by a contractor financed by the Government of the United States) of property, and any other taxes or similar charges in the Republic of Korea.

(b) All personnel, except citizens and permanent residents of the Republic of Korea, including employees of the Government of the United States or its agencies who are present in the Republic of Korea to perform work in connection herewith shall be exempt from income and social security taxes levied under the laws of the

Republic of Korea with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States, and from taxes on purchase, ownership, use or disposition of personal movable property, including motor vehicles, intended for their own use. Such personnel and members of their families shall receive the same treatment, but in no case treatment more favorable, with respect to the payment of customs and import and export duties on personal effects, equipment, supplies or commodities, including motor vehicles, imported into Korea for their own use as is accorded by the Government of the Republic of Korea to diplomatic personnel of the American Embassy in Seoul.

(c) Funds introduced into the Republic of Korea for purposes of furnishing assistance hereunder shall be convertible into currency of the Republic of Korea at the highest rate in terms of the number of Korean hwan per United States dollar which, at the time the conversion is made, is not unlawful in the Republic of Korea.

"7) All or any part of the program of assistance provided hereunder may be terminated by the Government of the United States if it determines that because of changed conditions the continuation of such assistance is unnecessary or undesirable. The termination of such assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered.

"8) The agreements applicable to economic, technical, or related assistance furnished directly by the Government of the United States to the Government of the Republic of Korea, or through the Unified Command, which are superseded in whole or part by this agreement shall be specified in supplementary arrangements made between the representatives referred to in paragraph 2 hereof.

I have the honor to propose that, if these understandings are acceptable to the Government of the Republic of Korea, the present note and your reply note concurring therein shall constitute an Agreement between our two Governments which shall enter into force on the date of notification by the Government of the Republic of Korea to the United States Embassy in Seoul of the consent thereto by the National Assembly of the Republic of Korea, and which shall remain in force until thirty days after the receipt by either Government of written notification of the intention of the other to terminate it, it being understood, however, that the provisions of this Agreement shall remain in full force and effect with respect to assistance furnished pursuant to requests made under paragraph 2 hereof.

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

I have the honor to inform Your Excellency that the understandings set forth in your note are acceptable to the Government of the Republic of Korea and that your note and the present reply will constitute an agreement between the two Governments.

Please accept, Excellency, the renewed assurances of my highest consideration.

Y. H. CHYUNG

His Excellency

WALTER P. McCONAUGHEY

*Ambassador of the United States of America, Seoul.*

#### AGREED MINUTE

Pursuant to paragraph 8 of the Agreement effected by the exchange of notes, dated February 8, 1961, the Governments of the United States of America and the Republic of Korea agree that the Agreement on Aid between the United States of America and the Republic of Korea signed at Seoul on December 10, 1948,<sup>[1]</sup> as amended; the Agreement on Economic Coordination between the Republic of Korea and the United States acting as the Unified Command, and the accompanying exchange of notes and minutes, signed at Pusan on May 24, 1952,<sup>[2]</sup> as amended; and the Agreement between the United Nations Command Economic Coordinator and the Prime Minister of the Republic of Korea entitled "Combined Economic Board Agreement for a Program of Economic Reconstruction and Financial Stabilization," with Annexes, signed at Seoul on December 14, 1953, are superseded by the Agreement effected by the exchange of notes, dated February 8, 1961.

<sup>1</sup> TIAS 1908; 62 Stat., pt. 3, p. 3780.

<sup>2</sup> TIAS 2593; 3 UST, pt. 3, p. 4420.

It is agreed, however, that paragraph 13 of Article III of the above-mentioned Agreement on Economic Coordination shall be the subject of separate arrangements.

For the Government of the  
United States of America

WALTER P. McCONAUGHEY

Walter P. McConaughy  
*Ambassador of the United States of  
America to the Republic of Korea*

For the Government of the  
Republic of Korea

Y. H. CHYUNG

Yil Hyung Chyung  
*Minister of Foreign Affairs  
of the Republic of Korea*

*The American Ambassador to the Korean Minister of Foreign Affairs*

No. 880

SEOUL, February 8, 1961.

EXCELLENCY:

I have the honor to refer to the Agreed Minute to the Agreement effected by the exchange of notes, dated February 8, 1961, between the Governments of the United States of America and the Republic of Korea and to propose that until amended by mutual agreement between the United States of America and the Republic of Korea, the privileges, immunities and facilities envisaged by paragraph 13, Article III, of the Agreement on Economic Coordination between the Republic of Korea and the United States acting as the Unified Command, of May 24, 1952, as amended, shall continue to be accorded individuals and agencies of the United Nations Command.

I have the honor to propose that, if these undertakings are acceptable to the Government of the Republic of Korea, the present note and your reply note concurring therein shall constitute an agreement between our two Governments.

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

WALTER P. McCONAUGHEY

His Excellency

YIL HYUNG CHYUNG,  
*Minister of Foreign Affairs,  
Seoul.*

*The Korean Minister of Foreign Affairs to the American Ambassador*

REPUBLIC OF KOREA

MINISTRY OF FOREIGN AFFAIRS

PT-9402

FEBRUARY 8, 1961

**EXCELLENCY:**

I have the honor to refer to Your Excellency's note dated February 8, 1961 which reads as follows:

"I have the honor to refer to the agreed minute to the agreement effected by the exchange of notes, dated February 8, 1961 between the Governments of the United States of America and the Republic of Korea and to propose that until amended by mutual agreement between the United States of America and the Republic of Korea, the privileges, immunities and facilities envisaged by paragraph 13, Article III, of the Agreement on Economic Coordination between the Republic of Korea and the United States acting as the Unified Command, of May 24, 1952, as amended, shall continue to be accorded individuals and agencies of the United Nations Command.

I have the honor to propose that, if these undertakings are acceptable to the Government of the Republic of Korea, the present note and your reply note concurring therein shall constitute an agreement between our two Governments.

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

I have the honor to inform Your Excellency that the undertakings set forth in your note are acceptable to the Government of the Republic of Korea and to confirm that your note and the present reply will constitute an agreement between our two Governments.

Please accept, Excellency, the renewed assurances of my highest consideration.

Y. H. CHYUNG

His Excellency

WALTER P. McCONAUGHEY

*Ambassador of the United States of  
America, Seoul.*

# ICELAND

## Surplus Agricultural Commodities

*Agreement amending the agreement of April 6, 1960.*

*Effectuated by exchange of notes*

*Signed at Reykjavik February 27, 1961;*

*Entered into force February 27, 1961.*

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*The American Ambassador to the Icelandic Minister for Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
Reykjavik, February 27, 1961.

No. 51

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement of April 6, 1960 between the Government of the United States of America and the Government of Iceland.<sup>[1]</sup>

The Government of the United States of America, in response to the request of the Government of Iceland, proposes to amend Article I of the Agreement by adding the commodities "Canned peaches and canned fruit cocktail" in the amount of "\$75,000" and by changing the total export market value from "\$1,850 thousand" to "\$1,925 thousand."

It is also proposed that Article II of the Agreement be amended as follows:

1. In paragraph 1-a change "\$462,000" to "\$481,250."
2. In paragraph 1-b change "\$1,388,000" to "\$1,443,750."
3. In paragraph 2 change "\$1.85 million" wherever it occurs to "\$1,925,000."

It is also proposed that numbered paragraph 3 of the Memorandum annexed to the Agreement be amended by changing "\$37,000" to "\$38,500."

Except as otherwise provided herein, the provisions of the Agreement of April 6, 1960 shall remain unchanged.

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<sup>[1]</sup> TIAS 4468; 11 UST 1343.

I have the honor to propose that this note, and Your Excellency's reply concurring herein, constitute an Agreement between our two Governments, to enter into force on the date of Your Excellency's note in reply.

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

TYLER THOMPSON

His Excellency

GUDMUNDUR I. GUDMUNDSSON,  
Minister for Foreign Affairs,  
Reykjavik.

*The Icelandic Minister for Foreign Affairs to the American Ambassador*

UTANRÍKISRÁÐUNEYTIÐ [¹]

REYKJAVIK

Reykjavík, February 27, 1961.

YOUR EXCELLENCY,

I have the honour to acknowledge receipt of Your Excellency's Note of to-day's date reading as follows:

"I have the honor to refer to the Agricultural Commodities Agreement of April 6, 1960, between the Government of the United States of America and the Government of Iceland.

The Government of the United States of America, in response to the request of the Government of Iceland, proposes to amend Article I of the Agreement by adding the commodities "Canned peaches and canned fruit cocktail" in the amount of "\$75,000" and by changing the total export market value from "\$1,850 thousand" to "\$1,925 thousand."

It is also proposed that Article II of the Agreement be amended as follows:

1. In paragraph 1-a change "\$462,000" to "\$481,250".
2. In paragraph 1-b change "\$1,388,000" to "\$1,443,750."
3. In paragraph 2 change "\$1.85 million" wherever it occurs to "\$1,925,000."

It is also proposed that numbered paragraph 3 of the Memorandum annexed to the Agreement be amended by changing "\$37,000" to "\$38,500."

Except as otherwise provided herein, the provisions of the Agreement of April 6, 1960, shall remain unchanged.

<sup>¹</sup> Ministry for Foreign Affairs.

I have the honor to propose that this note, and Your Excellency's reply concurring herein, constitute an Agreement between our two Governments, to enter into force on the date of Your Excellency's note in reply."

In reply I have the honour to inform Your Excellency that the Government of Iceland will consider Your Excellency's Note, above mentioned, together with this Note, as constituting an Agreement between our two Governments in this matter.

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

GUDM. I. GUDMUNDSSON

His Excellency

TYLER THOMPSON,

*Ambassador Extraordinary and Plenipotentiary,  
The Embassy of the United States of America,  
Reykjavík.*

# COLOMBIA

## Economic Assistance

*Agreement effected by exchange of notes  
Signed at Washington March 30 and April 4, 1961;  
Entered into force April 4, 1961.*

*The Acting Secretary of State to the Colombian Ambassador*

DEPARTMENT OF STATE  
WASHINGTON  
March 30, 1961

EXCELLENCY:

I have the honor to refer to conversations which have recently taken place between representatives of our two Governments relating to the request by the Government of Colombia for economic assistance from the Government of the United States of America.

The Government of the United States of America agrees to provide economic assistance to the Government of Colombia in accordance with written arrangements to be entered into by appropriate agencies of the two Governments. Articles II, III, and IV of the General Agreement for Technical Cooperation between the Government of the United States of America and the Government of Colombia, which entered into force on March 9, 1951, as amended,[<sup>1</sup>] shall apply to all such assistance and arrangements and shall be deemed to refer equally to assistance furnished hereunder. The above-mentioned arrangements shall include, as appropriate, the standard provisions contained in project agreements entered into pursuant to said Agreement.

The Government of Colombia will consider any mission and its personnel in Colombia to discharge the responsibilities of the Government of the United States of America hereunder as part of the diplomatic mission of the United States of America in Colombia for the purpose of enjoying the privileges and immunities accorded to that diplomatic mission and its personnel.

Upon receipt of a note from Your Excellency indicating that the provisions hereof are acceptable to the Government of Colombia, the Government of the United States of America will consider that this note and your reply constitute an agreement between the two Governments which shall enter into force on the date of your note.

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<sup>1</sup> TIAS 2231, 2628; 2 UST 799; 3 UST, pt. 4, p. 4700.

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

For the Acting Secretary of State:

THOMAS C. MANN

His Excellency

Dr. CARLOS SANZ DE SANTAMARÍA,  
*Ambassador of Colombia.*

*The Colombian Ambassador to the Secretary of State*

EMBAJADA DE COLOMBIA [<sup>1</sup>]

WASHINGTON

April 4th, 1961.

**EXCELLENCY:**

I have the honor to refer to Your Excellency's note of March 30, confirming the conversations which have taken place between representatives of our two Governments relating to the request by the Government of Colombia for economic assistance from the Government of the United States of America.

It is the understanding of my Government that the Government of the United States of America agrees to provide economic assistance to the Government of Colombia in accordance with written arrangements to be entered into by appropriate agencies of the two Governments. Articles II, III and IV of the General Agreement for Technical Cooperation between the Government of the United States of America and the Government of Colombia, which entered into force on March 9, 1951, as amended, shall apply to all such assistance and arrangements and shall be deemed to refer equally to assistance furnished hereunder. The above-mentioned arrangements shall include, as appropriate, the standard provisions contained in project agreements entered into pursuant to said Agreement.

It is agreed that the Government of Colombia will consider any mission and its personnel in Colombia to discharge the responsibilities of the Government of the United States of America hereunder as part of the diplomatic mission of the United States of America in Colombia for the purpose of enjoying the privileges and immunities accorded to that diplomatic mission and its personnel.

My Government considers that Your Excellency's note and this reply indicating the acceptance of the provisions therein contained, constitute an agreement between the two Governments which shall enter into force on this date.

<sup>1</sup> Embassy of Colombia.

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

C. S. DE SANTAMARIA  
Carlos Sanz de Santamaría  
*Ambassador of Colombia*

His Excellency  
DEAN RUSK,  
*Secretary of State,*  
*Washington, D.C.*

# CHINA

United States Educational Foundation

*Agreement amending the agreement of November 10, 1947, as amended.*

*Effectuated by exchange of notes*

*Signed at Taipei February 28, 1961;*

*Entered into force February 28, 1961.*

---

*The American Ambassador to the Chinese Minister of Foreign Affairs*

No. 88

TAIPEI, February 28, 1961.

**EXCELLENCY:**

I have the honor to refer to the Agreement between the United States of America and the Republic of China dated November 10, 1947, amended by notes exchanged on November 30, 1957,[<sup>1</sup>] which established a program of educational exchange between the two countries. It is the desire of the Government of the United States of America to make available additional currency of the Republic of China for the purpose of the Agreement of November 10, 1947, as amended. I have the honor to refer also to recent conversations between representatives of our two Governments on the same subject and confirm the understanding reached that the aforementioned agreement, as amended, shall be further amended by:

1. Adding to Article 3 the following sentence:

“In no event may the annual budget exceed the statutory limitation of the equivalent of \$1,000,000 per annum.”

2. Inserting after the second paragraph of Article 11 the following paragraph:

“The Government of the United States of America and the Government of the Republic of China agree that currency of the Republic of China may be used for the purposes of this agreement as follows: a) 13,615,690 New Taiwan Dollars acquired by the Government of the United States of America pursuant to the Surplus Agricultural Commodities Agreement dated April 18, 1958,[<sup>2</sup>] b) 10,944,002 New Taiwan Dollars acquired by the Government of the United States of America pursuant to the Surplus Agricultural

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<sup>1</sup> TIAS 1687, 3957; 61 Stat., pt. 4, p. 3582; 8 UST 2399.

<sup>2</sup> TIAS 4022; 9 UST 429.

Commodities Agreement dated June 9, 1959,[<sup>1</sup>] and c) any other currency of the Republic of China owned by the Government of the United States of America."

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of the Republic of China, the Government of the United States of America will consider that this note and your reply thereto constitute an agreement between our two Governments on this subject, the agreement to enter into force on the date of your note in reply.

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

EVERETT F. DRUMRIGHT

His Excellency

SHEN CHANG-HUAN,

*Minister of Foreign Affairs,  
Taipei.*

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<sup>1</sup> TIAS 4258; 10 UST 1202.

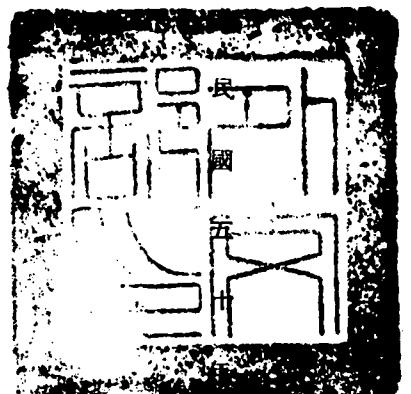
查照。

本部長順向

貴大使重表最高之敬意。

此致

美利堅合衆國駐中華民國大使莊萊德閣下



范易欣

二月二十八日於台北

閣下復照構成兩國政府間關於此事之協定，並自閣下復照之日起生效。

起生效。

相應照謂查照為荷。」

等由。

本部長茲代表中華民國政府對於上述各項條款，表示接受並證

實

貴大使來照與本部長之復照即構成貴我兩國政府間之協定，自本

日起生效。相應復請

八日剩餘農產品協定下美利堅合衆國政府所獲得之一千

三百六十一萬五千六百九十元新台幣，（乙）一九五九年六

月九日剩餘農產品協定下美利堅合衆國政府所獲得之一

千零九十四萬四千零二元新台幣，及（丙）美利堅合衆國政

府所有任何其他之中華民國貨幣。」

『上述條款，如蒙

閣下復照表示中華民國政府願予接受時，則美利堅合衆國政府

即認為本照會及

以商討，茲特證實雙方所獲了解即上述修正之協定應再予修正

如下：

「一、第三條增加一句如下：

「無論在何情形下，常年預算案每年不得超過等值一百萬美元之法定限制。」

「二、第十一條第二段之後加入一段如下：

「美利堅合衆國政府與中華民國政府同意：可用於本協定各項目的之中華民國貨幣如下：（甲）一九五八年四月十

*The Chinese Minister of Foreign Affairs to the American Ambassador*

照會

逕復者：接准

貴大使本日第三十八號照會內開：

一、查一九四七年十一月十日美利堅合衆國曾與中華民國簽訂一項協定，並經於一九五七年十一月三十日換文，加以修正，就兩國間之教育交換計劃予以規定。美利堅合衆國政府茲願增加撥給中華民國貨幣，用於經已修正之一九四七年十一月十日協定所規定之目的。復查 貴我兩國政府代表最近曾就此事予

外  
<sup>(50)</sup>  
美一

002855

*Translation*

## NOTE

MINISTRY OF FOREIGN AFFAIRS  
REPUBLIC OF CHINA

No. Wai-50-Mei-1-002855

FEBRUARY 28, 1961.

## EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's note No. 38 of today's date, which reads as follows:

[For the English language text of the note, see *ante*, p. 285.]

In reply, I have the honor to signify on behalf of the Government of the Republic of China its acceptance of the foregoing provisions and to confirm that your note and this reply shall constitute an Agreement between our two Governments, effective from today's date.

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

[SEAL]

SHEN CHANG-HUAN

His Excellency

EVERETT F. DRUMRIGHT,

*Ambassador of the United States of America,  
Taipei.*

# FRANCE

## Surplus Agricultural Commodities

*Agreement amending the agreement of March 21, 1959.  
Effectuated by exchange of notes  
Signed at Paris February 23, 1961;  
Entered into force February 23, 1961.*

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*The American Charge d'Affaires ad interim to the French Secretary General, Ministry of Foreign Affairs*

THE FOREIGN SERVICE  
OF THE  
UNITED STATES OF AMERICA

PARIS, February 23, 1961

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of the French Republic signed at Paris on March 21, 1959.<sup>[1]</sup>

In accordance with the provisions of paragraph 2 of the annexed note to the Agreement which concerns the use of French francs accruing to the Government of the United States of America pursuant to the terms of the Agreement and in view of the fact that the total amount of francs realized by the Government of the United States of America under the Agreement failed to reach the equivalent of \$28,165,000, I have the honor to propose that the amount expected to be actually realized (equivalent of \$3,500,000) be distributed among the various franc uses specified in Article II of the Agreement and paragraph 1 of the annexed note as follows:

(a) The equivalent of \$650,000 under Section 104(a) of the United States Agricultural Trade Development and Assistance Act,<sup>[2]</sup> as amended, to help develop new markets for United States agricultural commodities and for agricultural utilization research in France.

(b) The equivalent of \$875,000 under Section 104(e) of the Act for loans to be made by the Export-Import Bank of Washington and for administrative expenses of the Export-Import Bank of Washington in France incident thereto.

<sup>1</sup> TIAS 4212; 10 UST 758.

<sup>2</sup> 68 Stat. 456; 7 U.S.C. § 1704(a).

(c) The equivalent of \$925,000 under Section 104(h) of the Act for international educational exchange purposes.

(d) The equivalent of \$1,050,000 under Section 104(f) of the Act for other expenditures in the franc area by the Government of the United States of America.

Further, I have the honor to propose that numbered paragraph 4 of the annexed note to the Agreement be amended by substituting "\$200,000" for \$400,000" and that numbered paragraph 6 of the annexed note be amended by substituting "June 30, 1961" for "December 31, 1960."

It is understood that the foregoing figures are preliminary estimates. Actual expenditures may vary somewhat, but any substantial modifications of the above-mentioned amounts of expenditures would be in proportion to the amount by which the total amount of francs realized by the Government of the United States of America under the Agreement either should exceed or should fail to reach the equivalent of \$3,500,000.

Accordingly, I have the honor to propose that this note and Your Excellency's reply concurring in the foregoing shall constitute an amendment to the Agreement of March 21, 1959 effective upon the date of receipt of Your Excellency's note in reply.

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

CECIL B. LYON  
*Charge d'Affaires a.i.*

His Excellency

ERIC DE CARBONNEL

*Secretary General*

*Ministry of Foreign Affairs*

*Paris*

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*The French Secretary General, Ministry of Foreign Affairs, to the  
American Chargé d'Affaires ad interim*

PARIS, le 23 février 1961

MONSIEUR LE CHARGÉ D'AFFAIRES,

Je me réfère à votre lettre du 23 février 1961 dont le texte traduit en français est le suivant:

"J'ai l'honneur de me référer à l'Accord sur les produits agricoles intervenu entre les Gouvernements américain et français et signé à Paris le 21 mars 1959.

Conformément aux dispositions du paragraphe 2 de la lettre annexée à l'accord, concernant l'utilisation des francs français devant être versés au Gouvernement des Etats-Unis d'Amérique en vertu des termes de l'Accord, et eu égard au fait que le montant total en francs, touché par le Gouvernement des Etats-Unis d'Amérique aux

termes de l'Accord, n'a pas atteint la contrevaleur de \$28 165 000, j'ai l'honneur de vous proposer que le montant qui, d'après les prévisions, devrait être effectivement réalisé (soit la contrevaleur de \$3 500 000), soit réparti entre les divers chapitres précisés à l'Article II de l'Accord et au paragraphe 1 de la lettre annexée, de la façon suivante:

a) Au titre de la Section 104 (a) de la Loi américaine d'Aide au Développement des échanges agricoles, telle qu'elle a été modifiée, la contrevaleur de \$650 000 pour faciliter le développement de nouveaux marchés des produits agricoles américains et pour encourager en France les recherches sur l'utilisation des produits agricoles.

b) Au titre de la Section 104 (e) de la Loi, la contrevaleur de \$875 000, pour des prêts de l'Export-Import Bank de Washington et pour les dépenses administratives en France de ladite banque à l'occasion de ces prêts.

c) Au titre de la Section 104 (h) de la Loi, la contrevaleur de \$925 000 pour des projets d'échanges culturels internationaux.

d) Au titre de la Section 104 (f) de la Loi, la contrevaleur de \$1 050 000 pour d'autres dépenses faites dans la zone franc par le Gouvernement des Etats-Unis d'Amérique.

En outre, j'ai l'honneur de proposer les modifications suivantes : au paragraphe n° 4 de la lettre annexée à l'Accord, lire "200 000 \$" au lieu de "\$400 000", et au paragraphe n° 6, lire "30 juin 1961" au lieu de "31 décembre 1960".

Il est entendu que les chiffres indiqués ci-dessus ne sont que des premières estimations. Les dépenses effectives pourront être quelque peu différentes, mais toute modification importante des chiffres indiqués ci-dessus serait fonction des montants effectivement touchés par le Gouvernement des Etats-Unis, en plus ou en moins de la contrevaleur de \$3 500 000.

En conséquence, j'ai l'honneur de vous proposer que la présente lettre et la réponse de Votre Excellence donnant son accord sur ce qui précède constituent un amendement à l'Accord du 21 mars 1959, qui prendra effet à la date de réception de la réponse de Votre Excellence".

J'ai l'honneur de vous confirmer que les dispositions reprises dans la lettre mentionnée ci-dessus correspondent bien au sens donné par mon gouvernement à l'accord intervenu entre nous./.

Veuillez agréer, Monsieur le Chargé d'Affaires, l'assurance de ma haute considération.

ERIC DE CARBONNEL

Monsieur CECIL B. LYON  
*Chargé d'Affaires des*  
*Etats-Unis d'Amérique*  
*Paris*

*Translation*

PARIS, February 23, 1961

MR. CHARGÉ D'AFFAIRES:

I refer to your note of February 23, 1961, the text of which translated into French reads as follows:

[For the English language text of the note, see *ante*, p. 293.]

I have the honor to confirm that the provisions contained in the above-mentioned note are in complete harmony with the interpretation given by my Government to the agreement concluded between us.

Accept, Mr. Chargé d'Affaires, the assurance of my high consideration.

ERIC DE CARBONNEL

Mr. CECIL B. LYON,

*Charge d'Affaires of the  
United States of America,  
Paris.*

# PHILIPPINES

**Finance: Adjustment of Amount and Final Settlement of Obligation of Philippine Government Under Agreement of November 6, 1950**

*Agreement effected by exchange of notes  
Signed at Washington March 27, 1961;  
Entered into force March 27, 1961.*

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*The Acting Secretary of State to the Special and Personal Envoy of the President of the Philippines*

DEPARTMENT OF STATE  
WASHINGTON  
March 27, 1961

**EXCELLENCY:**

I have the honor to refer to discussions which have taken place between representatives of the Government of the Republic of the Philippines and of the Government of the United States of America looking toward adjustment of the amount and final settlement of the obligation of the Philippine Government under terms of the Agreement of November 6, 1950,[<sup>1</sup>] relating to the repayment of funds advanced to the National Defense Forces, Republic of the Philippines by the United States Philippines-Ryukyus Command, and of related matters.

I enclose a Memorandum of Understanding incorporating arrangements to be entered into by the two Governments in connection with the final settlement.

I have the honor to propose that this note and the enclosed Memorandum of Understanding and Your Excellency's reply acknowledging and accepting these arrangements shall constitute an agreement between our two Governments, the agreement to enter into force on the date of your note in reply.

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<sup>1</sup> TIAS 2151; 1 UST 765.

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

For the Acting Secretary of State:

J. GRAHAM PARSONS

Enclosure:

Memorandum of Understanding

His Excellency

EDUARDO QUINTERO,

*Special and Personal Envoy  
of the President of the Philippines*

### MEMORANDUM OF UNDERSTANDING

1. The Government of the Republic of the Philippines hereby agrees to pay to the Government of the United States of America on or before April 27, 1961 and the Government of the United States of America hereby agrees to accept the sum of \$20,000,000.00 in partial payment of the principal and interest due the United States under Articles I and II of the Agreement between the Governments of the Republic of the Philippines and of the United States of America signed November 6, 1950, relating to the repayment of funds advanced to the National Defense Forces, Republic of the Philippines by the United States Philippines-Ryukyu Command.

2. The Government of the Republic of the Philippines and the Government of the United States of America agree that the remaining principal and interest due the United States shall be offset as payment in full against any United States indebtedness to the Philippines arising out of the claim for work performed by any individual or element of the National Defense Forces, Republic of the Philippines for the Recovered Personnel Division and/or its successor organization, the Adjutant General Records Depository of the United States Philippines-Ryukyu Command, established to implement the Missing Persons Act. The claims of the United States and the Philippines in these matters shall thereby be considered to have been finally settled and extinguished.

3. The Government of the United States of America hereby relinquishes any and all interest in the Trust Fund consisting of undelivered checks amounting to ₱2,540,480.23 established by the Armed Forces of the Philippines in the Philippine Bank of Commerce on behalf of certain persons whose claims for compensation had previously been approved by the United States.

4. The Government of the Republic of the Philippines agrees to release the Government of the United States of America from any and all responsibility regarding the claims represented by the amounts deposited in the said Trust Fund and to assume any and all such responsibility with respect thereto. Moreover, the Government of the Republic of the Philippines agrees that the said Trust Fund shall remain open for proof of the validity of claims to the checks deposited in the said Trust Fund for a period of one year from the date of this Agreement. Thereafter, any unclaimed sums in the said Trust Fund may become the property of the Government of the Republic of the Philippines as permitted by Philippine law.

5. If the payment referred to in paragraph 1 of this Memorandum of Understanding is not made on or before April 27, 1961, this Memorandum of Understanding shall be of no force and effect and the Government of the United States of America and the Government of the Republic of the Philippines shall have the rights with respect to the Agreement of November 6, 1950 and the Recovered Personnel Division claim which they had before March 27, 1961.

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*The Special and Personal Envoy of the President of the Philippines  
to the Secretary of State*

WASHINGTON, D.C.  
March 27, 1961

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of today's date, together with the memorandum of understanding enclosed therewith, the text of which reads as follows:

MEMORANDUM OF UNDERSTANDING

1. The Government of the Republic of the Philippines hereby agrees to pay to the Government of the United States of America on or before April 27, 1961 and the Government of the United States of America hereby agrees to accept the sum of \$20,000,000.00 in partial payment of the principal and interest due the United States under Articles I and II of the Agreement between the Governments of the Republic of the Philippines and of the United States of America signed November 6, 1950, relating to the repayment of funds advanced to the National Defense Forces, Republic of the Philippines by the United States Philippines-Ryukyus Command.

2. The Government of the Republic of the Philippines and the Government of the United States of America agree that the remaining principal and interest due the United States shall be offset as payment in full against any United States indebtedness to the Philippines arising out of the claim for work performed

by any individual or element of the National Defense Forces, Republic of the Philippines for the Recovered Personnel Division and/or its successor organization, the Adjutant General Records Depository of the United States Philippines-Ryukyus Command, established to implement the Missing Persons Act. The claims of the United States and the Philippines in these matters shall thereby be considered to have been finally settled and extinguished.

3. The Government of the United States of America hereby relinquishes any and all interest in the Trust Fund consisting of undelivered checks amounting to ₱2,540,480.23 established by the Armed Forces of the Philippines in the Philippine Bank of Commerce on behalf of certain persons whose claims for compensation had previously been approved by the United States.

4. The Government of the Republic of the Philippines agrees to release the Government of the United States of America from any and all responsibility regarding the claims represented by the amounts deposited in the said Trust Fund and to assume any and all such responsibility with respect thereto. Moreover, the Government of the Republic of the Philippines agrees that the said Trust Fund shall remain open for proof of the validity of claims to the checks deposited in the said Trust Fund for a period of one year from the date of this agreement. Thereafter, any unclaimed sums in the said Trust Fund may become the property of the Government of the Republic of the Philippines as permitted by Philippine law.

5. If the payment referred to in paragraph 1 of this Memorandum of Understanding is not made on or before April 27, 1961, this Memorandum of Understanding shall be of no force and effect and the Government of the United States of America and the Government of the Republic of the Philippines shall have the rights, with respect to the Agreement of November 6, 1950 and the Recovered Personnel Division claim, which they had before March 27, 1961.

I have the honor to inform you that the Government of the Republic of the Philippines accepts the understandings set out in the memorandum enclosed with your note, and regards your note and this reply as constituting an agreement between our two Governments, the agreement to enter into force on this day.

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

EDUARDO QUINTERO

His Excellency

THE SECRETARY OF STATE  
Washington, D.C.

# PANAMA

## Motor-Vehicle Operator's Licenses: Procedures for Reciprocal Recognition by the Canal Zone and Panama

*Agreement effected by exchange of notes  
Signed at Panamá October 31, 1960;  
Entered into force November 1, 1960.*

*The American Ambassador to the Panamanian Minister of Foreign Relations*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
Panamá, R. P., October 31, 1960

No. 166  
**EXCELLENCY:**

I have the honor to refer to meetings and discussions which have taken place between representatives of the Ministry of Foreign Relations and the Canal Zone Government, in which a representative of the Embassy has also participated, on the subject, among other things, of the establishment of procedures for reciprocal recognition of motor-vehicle operator's licenses issued by the Canal Zone and Panamá.

In this connection I have received for transmittal to Your Excellency a letter dated October 28, 1960 from the Governor of the Canal Zone addressed to Your Excellency setting forth the understandings reached concerning this matter. The letter reads as follows:

"October 28, 1960

**Excellency:**

I have the honor to refer to recent discussions between representatives of our two Governments concerning the establishment of procedures for reciprocal recognition of motor-vehicle operator's licenses issued by the two jurisdictions on the Isthmus of Panama in order to establish comity for the convenience of residents of the two jurisdictions.

As a result of these discussions, the following understandings were reached.

1. *Jurisdiction to license.* Each jurisdiction will limit the exercise of its jurisdiction to license motor-vehicle operators to residents of the jurisdiction; that is, the competent authorities

in the Canal Zone will issue licenses only to residents of the Canal Zone and the authorities in the Republic of Panama will issue licenses only to persons residing within that jurisdiction: *Provided, however,* That in addition to the exercise of licensing jurisdiction based upon residence, each jurisdiction may provide for the issuance of official licenses or permits by any agency or instrumentality of the respective Governments without regard to the residence of the person licensed. It is understood, however, that any such official license or permit shall authorize the operation of only designated, or designated classes of, Government vehicles.

2. *Reciprocal recognition of operator's licenses.* Each jurisdiction will grant reciprocal recognition to the motor-vehicle operator's licenses issued by the other jurisdiction and will take the necessary action to conform its internal laws and regulations to give effect to this agreement. To be entitled to reciprocal recognition, the licensed operator must have the valid, unexpired license in his immediate possession.

3. *Revocation or suspension of permission to operate motor-vehicles.* The permission to operate a motor-vehicle within the Canal Zone based upon reciprocal recognition of a motor-vehicle operator's license issued by authorities of the Government of Panama will be subject to revocation or suspension by Canal Zone authorities for the same reasons as constitute grounds for revocation or suspension of a license or permit issued by Canal Zone authorities to residents of the Canal Zone, and the procedures followed in the revocation or suspension of such permission will conform, as nearly as may be practicable, to the procedures prescribed by applicable laws and regulations for the suspension or revocation of a license issued by Canal Zone authorities to residents of the Canal Zone; as a corollary, the permission to operate a motor-vehicle in the Republic of Panama based upon reciprocal recognition of a motor-vehicle operator's license issued by Canal Zone authorities will be subject to revocation or suspension by the Panamanian authorities for the same reasons as constitute grounds for revocation or suspension of a license or permit issued by Panamanian authorities to residents of that jurisdiction, and the procedures followed in making any such revocation or suspension will conform, as nearly as may be practicable, to the procedures prescribed by applicable laws and regulations for the suspension or revocation of a license issued by Panamanian authorities to a resident of that jurisdiction.

4. *Notice of revocation or suspension.* In the case of a revocation or suspension by Canal Zone authorities of a person's reciprocal permission to operate, appropriate Panamanian authorities, upon notification of that fact, will, if requested, take the necessary steps to serve any notice required in connection therewith upon the person involved, in conformity with the requirements for giving legal notice in Panamanian jurisdiction, and will duly present to the Canal Zone authorities appropriate evidence or certification

that such service of notice has been made; as a corollary, in the case of a revocation or suspension by Panamanian authorities of a person's reciprocal permission to operate, the appropriate authorities in the Canal Zone, upon notification of that fact, will, if requested, serve any notice required in connection therewith, upon the Canal Zone resident involved, in conformity with the requirements for giving legal notice in the Canal Zone and will duly present to the appropriate officials of the Government of Panama appropriate evidence or certification that service of notice has been made.

5. *Exchange of information.* The two jurisdictions will keep each other fully informed of revocations or suspensions of licenses issued by each jurisdiction and of revocations or suspensions of the reciprocal permission to operate.

6. *Licenses not to be surrendered or annotated.* In connection with the enforcement of the Canal Zone vehicle laws and regulations the Canal Zone authorities will not require the surrender at any stage of an operator's motor-vehicle license issued by the Republic of Panama and will not make any notations thereon with respect to cancellation, suspension, infraction committed in the Canal Zone, or any other matter. Canal Zone authorities will have authority to require that such operator's licenses be exhibited under the circumstances in which a license issued by Canal Zone authorities to a Canal Zone resident are required to be exhibited. In connection with the enforcement of Panamanian vehicle laws and regulations the Panamanian authorities will not require the surrender at any stage of an operator's motor-vehicle license issued by the authorities of the Canal Zone, and Panamanian authorities will not make any notations thereon with respect to cancellation, suspension, infraction committed in Panamanian jurisdiction, or any other matter. Panamanian authorities will have authority to require that such operator's licenses be exhibited under the circumstances in which a license issued by Panamanian authorities to residents of the Republic of Panama are required to be exhibited.

7. *Cost of licenses; examination in Spanish or English.* No distinction will be made on the basis of citizenship in the fees charged for issuance of an operator's license. Each jurisdiction will provide for the examination of applicants for motor-vehicle operator's licenses in either Spanish or English in the event an applicant is not sufficiently proficient in the official language of the licensing jurisdiction.

8. *Uniform standards, signs, etc.* The two jurisdictions will establish, to the extent practicable, uniformity in the standards governing issuance of licenses and in the matter of traffic signs, shapes and symbols.

9. *Consultations respecting public liability insurance, taxi and bus fares.* The two governments agree to consult with a view to reaching early mutual agreement regarding (a) the establishment of uniform compulsory public liability insurance for commercial and/or

non-commercial vehicles and (b) revision of the present joint agreement, executed in 1943,<sup>[1]</sup> governing bus and taxi fares for vehicles operating in both jurisdictions, in the interest of establishing modernized, uniform requirements in these areas. It is understood that, if the two jurisdictions are unable to agree upon the requirements to be established in these fields, it may become necessary for one or both jurisdictions to take unilateral action in the establishment of requirements for its particular jurisdiction.

10. *Consultation regarding application.* The two Governments will, upon the request of either of them, consult regarding any matter relating to the application or implementation of this Agreement.

11. *Termination of Agreement.* Either Government may terminate this Agreement by giving six months' notice.

In exercise of the authority vested in the President of the United States by section 322 of Title 2 of the Canal Zone Code,<sup>[2]</sup> which authority has been delegated to me by the President under Executive Order No. 9746 of July 1, 1946,<sup>[3]</sup> as amended by Executive Order No. 10595 of February 7, 1955,<sup>[4]</sup> and after consultation with the Ambassador of the United States to your Government, I have the honor to propose that, if these understandings meet with the approval of the Government of the Republic of Panama, the present note and Your Excellency's note in reply concurring therein shall constitute an Agreement between our two Governments on the subjects treated, effective on that date<sup>[5]</sup> on which both jurisdictions shall have completed any changes in law or regulation required under paragraph 2 of this Agreement.

Please accept, Excellency, the renewed assurances of my highest consideration.

S/ W. A. Carter  
W. A. Carter  
Governor of the Canal Zone

His Excellency  
Galileo Solis  
Minister of Foreign Relations  
Panama, R. P."

As stated in his letter, the Governor of the Canal Zone has consulted with the Embassy in regard to this matter, which the Embassy considers would be to the mutual advantage of the residents of both the Canal Zone and Panamá. If the understandings set forth in the

<sup>1</sup> Not printed.

<sup>2</sup> 48 U.S.C. § 1312.

<sup>3</sup> 11 F.R. 7329.

<sup>4</sup> 20 F.R. 819.

<sup>5</sup> Nov. 1, 1960.

Governor's letter meet with the approval of the Government of Panamá, a note in reply to this effect from Your Excellency would be understood to constitute the necessary agreement on this subject.

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

JOSEPH S. FARLAND

His Excellency  
GALILEO SOLÍS,  
*Minister of Foreign Relations*

*The Panamanian Minister of Foreign Relations to the American Ambassador*

REPÚBLICA DE PANAMA  
MINISTERIO DE RELACIONES EXTERIORES

P.r.o.u. No. 1012/1026-1

PANAMÁ, 31 de octubre de 1960:

SEÑOR EMBAJADOR:

Tengo el honor de avisar recibo de la nota de Vuestra Excelencia No. 166 de 31 del presente mes, por la cual tiene a bien transcribirme el texto de una proposición del Gobernador de la Zona del Canal, Mayor General William A. Carter, para concertar un Acuerdo entre el Gobierno de la República de Panamá y el Gobierno de los Estados Unidos de Norteamérica tendiente a uniformar los reglamentos de tránsito de vehículos a motor de las jurisdicciones de la República de Panamá y de los Estados Unidos de Norteamérica en la Zona del Canal, a fin de lograr, entre otras cosas, el reconocimiento recíproco de las licencias de manejo de tales vehículos, expedidas, respectivamente, por las autoridades de ambas jurisdicciones.

Me es grato expresar a Vuestra Excelencia, en contestación, que el Gobierno de la República de Panamá acepta los puntos de la proposición de Acuerdo mencionada que a continuación se transcriben.

"1. *Jurisdicción para expedir licencias.* Cada jurisdicción limitará el ejercicio de su jurisdicción para expedir licencias de conductores de vehículos a motor a los residentes de la jurisdicción; esto es, las autoridades competentes de la Zona del Canal expedirán licencias únicamente a los residentes de la Zona del Canal y las autoridades de la República de Panamá expedirán licencias únicamente a las personas que residen dentro de esa jurisdicción; siempre y cuando, sin embargo, que además del ejercicio de la jurisdicción para expedir licencias a base de residencia, cada jurisdicción podrá disponer la expedición de licencias o permisos oficiales por parte de cualquier agencia o dependencia de los respectivos Gobiernos, no importa el lugar de residencia de la persona a quien se expida la licencia. Queda entendido, sin embargo, que dicha licencia o

permiso oficial autorizará el manejo únicamente de vehículos oficiales determinados o de clases determinadas.

2. *Reconocimiento recíproco de las licencias de conductores.* Cada jurisdicción concederá reconocimiento recíproco a las licencias de conductor de vehículos a motor expedidas por la otra jurisdicción y tomará las medidas necesarias para ajustar sus leyes y reglamentos internos para dar vigor a este Acuerdo. A fin de tener derecho al reconocimiento recíproco, el conductor autorizado debe tener en su posesión inmediata la licencia válida y sin expirar.

3. *Revocación o suspensión de la autorización para manejar vehículos a motor.* La autorización para manejar un vehículo a motor dentro de la Zona del Canal, basada sobre el reconocimiento recíproco de una licencia de conductor de vehículo a motor expedida por las autoridades del Gobierno de Panamá, estará sujeta a revocación o suspensión por las autoridades de la Zona del Canal por las mismas razones que constituyen causal para la revocación o suspensión de una licencia o permiso expedido por las autoridades de la Zona del Canal a los residentes de la Zona del Canal, y los procedimientos que se sigan para la revocación o suspensión de dicha autorización se conformarán, hasta donde sea práctico, a los procedimientos señalados por las leyes y reglamentos aplicables a la suspensión o revocación de una licencia expedida por las autoridades de la Zona del Canal a residentes de la Zona del Canal; como corolario, la autorización para manejar un vehículo a motor en la República de Panamá, basada en el reconocimiento recíproco de una licencia de conductor de vehículo a motor expedida por las autoridades de la Zona del Canal, estará sujeta a revocación o suspensión por las autoridades panameñas por las mismas razones que constituyen causal para la revocación o suspensión de una licencia o permiso expedido por las autoridades panameñas a los residentes de esa jurisdicción, y los procedimientos que se sigan para dicha revocación o suspensión se conformarán, hasta donde sea práctico, a los procedimientos señalados por las leyes o reglamentos aplicables a la suspensión o revocación de una licencia expedida por las autoridades panameñas a un residente de esa jurisdicción.

4. *Notificación de la revocación o la suspensión.* En el caso de una revocación o suspensión por las autoridades de la Zona del Canal de la autorización recíproca de una persona para manejar, las autoridades panameñas competentes, al ser notificadas de ese hecho, tomarán, si así se les solicita, las medidas necesarias para dar cualquier notificación que se requiera en relación con ello a la persona afectada, de acuerdo con los requisitos para dar notificaciones legales en la jurisdicción panameña, y presentarán debidamente a las autoridades de la Zona del Canal prueba o certificación adecuada de que se ha dado la dicha notificación; como corolario,

en el caso de una revocación o suspensión por las autoridades panameñas de la autorización recíproca de una persona para manejar, las autoridades competentes en la Zona del Canal, al ser notificadas de ese hecho, tomarán, si así se les solicita, las medidas necesarias para dar cualquier notificación que se requiera en relación con ello a la persona afectada, de acuerdo con los requisitos para dar notificaciones legales en la Zona del Canal y presentarán debidamente a las autoridades competentes del Gobierno de Panamá prueba o certificación adecuada de que se ha dado la notificación.

5. *Canje de información.* Las dos jurisdicciones se mantendrán plenamente informadas entre sí de las revocaciones o suspensiones de licencias expedidas por cada jurisdicción y de las revocaciones o suspensiones de la autorización recíproca para manejar.

6. *No se entregarán las licencias ni se harán anotaciones en las mismas.* En relación con el cumplimiento de las leyes y reglamentos sobre vehículos de la Zona del Canal, las autoridades de la Zona del Canal no exigirán la entrega en ningún momento de una licencia de conductor de vehículo a motor expedida por la República de Panamá y no harán anotaciones sobre la misma respecto de cancelación, suspensión, infracción cometida en la Zona del Canal, o de cualquier otro asunto. Las autoridades de la Zona del Canal tendrán la facultad para exigir que dichas licencias de conductores sean mostradas en las circunstancias en que se exige que se muestre una licencia expedida por las autoridades de la Zona del Canal a un residente de la Zona del Canal. En relación con el cumplimiento de las leyes y reglamentos panameños sobre vehículos las autoridades panameñas no exigirán la entrega en ningún momento de una licencia de conductor de vehículo a motor expedida por las autoridades de la Zona del Canal, y las autoridades panameñas no harán anotaciones sobre las mismas respecto de cancelación, suspensión, infracción cometida en la jurisdicción panameña, o de cualquier otro asunto. Las autoridades panameñas tendrán la facultad para exigir que dichas licencias de conductores sean mostradas en las circunstancias en que se exige que se muestre una licencia expedida por las autoridades panameñas a los residentes de la República de Panamá.

7. *Costo de licencias; examen en español o inglés.* No se hará distinción a base de ciudadanía en cuanto a los cargos que se cobran por la expedición de una licencia de conductor. Cada jurisdicción dispondrá lo necesario para el examen de los solicitantes de licencias de conductor de vehículo a motor bien en español o en inglés en el caso de que el solicitante no domine lo suficiente el idioma oficial de la jurisdicción que expide la licencia.

8. *Normas, señales, etc., uniformes.* Las dos jurisdicciones establecerán, hasta donde sea práctico, la uniformidad en las normas que rigen la expedición de licencias y en las señales, formas y símbolos de tránsito.

9. *Consultas respecto de seguro de riesgo público, tarifas de taxi y autobuses.* Los dos Gobiernos convienen en consultarse con miras a un próximo Acuerdo mutuo sobre (a) el establecimiento de un seguro obligatorio y uniforme de riesgo público para vehículos comerciales y/o no comerciales, y (b) la revisión del actual convenio mutuo, celebrado en 1943, que rige sobre tarifas de autobuses y taxis para los vehículos que circulan en las dos jurisdicciones, con el fin de establecer requisitos modernos y uniformes en estas materias. Queda entendido que, si las dos jurisdicciones no pueden llegar a un acuerdo sobre los requisitos que se establecerán en estas materias, podrá ser necesario que una o ambas jurisdicciones tomen acción unilateral para el establecimiento de requisitos para su jurisdicción particular.

10. *Consultas sobre cumplimiento.* Los dos Gobiernos, a solicitud de cualquiera de ellos, celebrarán consultas respecto de cualquier asunto relacionado con la aplicación o cumplimiento de este Acuerdo.

11. *Terminación del Acuerdo.* Cualquiera de los dos Gobiernos podrá terminar este Acuerdo previo aviso de seis meses."

Es entendido que este Acuerdo entrará a regir tan pronto como las autoridades del Gobierno de la República de Panamá y las del Gobierno de Estados Unidos de Norteamérica en la Zona del Canal de Panamá ajusten sus leyes y reglamentos de tránsito de conformidad con lo dispuesto en el punto 2 del presente Acuerdo.

Acepte, Vuestra Excelencia, las reiteradas seguridades de mi más alta y distinguida consideración.

GALILEO SOLÍS

Galileo Solis,  
Ministro de Relaciones Exteriores.

Su Excelencia

JOSEPH S. FARLAND,  
*Embajador de los*  
*Estados Unidos de Norteamérica,*  
*Panamá.*

*Translation*

REPUBLIC OF PANAMA  
MINISTRY OF FOREIGN RELATIONS

P.r.e.u. No. 1012/1028-1

PANAMÁ, October 31, 1960

**MR. AMBASSADOR:**

I have the honor to acknowledge receipt of Your Excellency's note No. 166 dated the 31st of this month, in which you transcribe for me the text of a proposal by Major General William A. Carter, Governor of the Canal Zone, for the purpose of concluding an agreement between the Government of the Republic of Panama and the Government of the United States of America intended to standardize the motor-vehicle traffic regulations of the jurisdictions of the Republic of Panama and the United States of America in the Canal Zone in order to obtain, among other things, reciprocal recognition of licenses to operate such vehicles, issued, respectively, by the authorities of the two jurisdictions.

I am happy to inform Your Excellency, in reply, that the Government of the Republic of Panama accepts the following points of the proposed Agreement mentioned above:

[For the English language text of the numbered paragraphs, see *ante*, p. 301.]

It is understood that this Agreement shall enter into force as soon as the authorities of the Government of the Republic of Panama and those of the Government of the United States of America in the Panama Canal Zone bring their traffic laws and regulations into conformity with the provisions of Point 2 of the present Agreement.

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

GALILEO SOLÍS  
Galileo Solis  
*Minister of Foreign Relations*

His Excellency

JOSEPH S. FARLAND,  
*Ambassador of the*  
*United States of America,*  
*Panamá.*

## VIET-NAM

## **Exchange of Official Publications**

*Agreement effected by exchange of notes  
Signed at Saigon April 4, 1961;  
Entered into force April 4, 1961.*

*The American Ambassador to the Vietnamese Secretary of State for Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Saigon, April 4, 1961*

No. 152

## EXCELLENCE:

I have the honor to refer to the conversations which have taken place between representatives of the Government of the United States of America and representatives of the Government of Viet-Nam in regard to the exchange of official publications, and to inform Your Excellency that the Government of the United States of America agrees that there shall be an exchange of official publications between the two Governments in accordance with the following provisions:

1. The Government of the United States of America shall furnish regularly a copy of each of the official publications in its Standard Partial Depository Set of United States Government Publications, and the Government of Viet-Nam shall furnish regularly a copy of each of its official publications.
  2. The official exchange office for the transmission of publications of the Government of the United States of America shall be the Smithsonian Institution. The official exchange office for the transmission of publications of the Government of Viet-Nam shall be The National Library of Viet-Nam.
  3. The publications shall be received on behalf of the United States of America by the Library of Congress and on behalf of the Government of Viet-Nam by The National Library of Viet-Nam.
  4. The present agreement does not obligate either of the two Governments to furnish blank forms, circulars which are not of a public character, or confidential publications.
  5. Each of the two Governments shall bear all charges, including postal, rail and shipping costs, arising under the present agreement in connection with the transportation within its own country of the

publications to a port, or other appropriate place reasonably convenient to the exchange office of the other Government.

6. The present agreement shall not be considered as a modification of any existing agreement between a department or agency of one of the Governments and a department or agency of the other Government.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Viet-Nam, the Government of the United States of America will consider that this note and your reply 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.

ELBRIDGE DURBROW

His Excellency

VU VAN MAU,

*Secretary of State for  
Foreign Affairs,  
Saigon.*

*The Vietnamese Secretary of State for Foreign Affairs to the  
American Ambassador*

RÉPUBLIQUE DU VIÉTNAM  
DÉPARTEMENT DES AFFAIRES ÉTRANGÈRES

Le Secrétaire d'Etat

SAIGON, April 4, 1961

EXCELLENCY,

With reference to Your Excellency's note of April 4, 1961, and to the conversations between representatives of the Government of Viet-Nam and representatives of the Government of the United States of America in regard to the exchange of official publications, I have the honor to inform Your Excellency that the Government of Viet-Nam agrees that there shall be an exchange of official publications between the two Governments in accordance with the following provisions :

1. The Government of the United States of America shall furnish regularly a copy of each of the official publications in its Standard Partial Depository Set of United States Government Publications, and the Government of Viet-Nam shall furnish regularly a copy of each of its official publications.
2. The official exchange office for the transmission of publications of the Government of the United States of America shall be the

Smithsonian Institution. The official exchange office for the transmission of publications of the Government of Viet-Nam shall be The National Library of Viet-Nam.

3. The publications shall be received on behalf of the United States of America by the Library of Congress and on behalf of the Government of Viet-Nam by The National Library of Viet-Nam.

4. The present agreement does not obligate either of the two Governments to furnish blank forms, circulars which are not of a public character, or confidential publications.

5. Each of the two Government shall bear all charges, including postal, rail and shipping costs, arising under the present agreement in connection with the transportation within its own country of the publications to a port, or other appropriate place reasonably convenient to the exchange office of the other Government.

6. The present agreement shall not be considered as a modification of any existing agreement between a department or agency of one of the Governments and a department or agency of the other Government.

The Government of Viet-Nam considers that your note and this reply constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of this note.

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

[SEAL]

VŨ VĂN MÃU

VŨ-VĂN-MÃU

His Excellency ELBRIDGE DURBROW  
*Ambassador Extraordinary and*  
*Plenipotentiary of the United*  
*States of America.*

# UNITED KINGDOM

## Tracking Station on Canton Island

*Agreement effected by exchange of notes  
Signed at London April 6, 1961;  
Entered into force April 6, 1961.*

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

EMBASSY OF THE  
UNITED STATES OF AMERICA  
LONDON  
April 6, 1961

No. 202

SIR,

I have the honor to refer to the Agreement effected by an Exchange of Notes dated April 6, 1939, between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland regarding the administration of the Islands of Canton and Enderbury in the South Pacific Ocean [1] and in particular to paragraph V of the said Agreement providing that use of any part of either of the Islands or their territorial waters for aviation and other purposes "shall be the subject of agreement between the two Governments".

I have the honor also to refer to recent discussions between representatives of the two Governments concerning a proposal that the Government of the United States should establish and operate, for scientific purposes, a station for space vehicle tracking and communications on Canton Island. Such a station is required by the United States of America as part of a world-wide tracking range being established by the Government of the United States in connection with its manned satellite program, known as Project Mercury, under which the United States plans to place a manned earth satellite into orbital flight and to recover it.

The Government of the United Kingdom, desiring to cooperate with the Government of the United States in this scientific program, and thereby to contribute to the knowledge of man's spatial environment, has indicated its willingness to agree to the request of the

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<sup>1</sup> EAS 145; 53 Stat., pt. 3, p. 2219.

United States to establish the said tracking and communications station in Canton Island and its willingness to make such arrangements as are necessary in connection with the establishment and operation of the station.

Accordingly, the Government of the United States proposes that this station shall be established and operated in accordance with the following provisions:

(1) (a) The costs of constructing, installing, equipping and operating the station, which shall be situated at 2°47' South Latitude and 171°41' West Longitude, shall be borne wholly by the Government of the United States.

(b) The Government of the United States shall take all appropriate steps to ensure that existing facilities in Canton Island, and especially the airport, are not unduly burdened by the station and its operating personnel of about eighteen United States citizens.

(2) The specific site or sites and ancillary rights required for the station shall be as agreed upon by the authorized representatives of the two Governments. On the part of the Government of the United States, these shall be representatives of the National Aeronautics and Space Administration (hereinafter referred to as "NASA"). On the part of the Government of the United Kingdom, these shall be the United Kingdom High Commissioner for the Western Pacific, or his representative.

(3) The station shall include installations for telemetry, a ground to air transmitter and a ground receiver; installations for point-to-point communications; a fuel oil storage tank and fuel pumps; power vans; a shore dock; a fuel oil jetty; facilities for water storage; and necessary supporting buildings and structures for offices, storage, housing, sanitation, and for other purposes which may be required. Buildings shall generally be of a standard prefabricated type, transportable and removable. Power for the station may be generated at the site or sites by equipment installed as part of the station. Roads shall be constructed as necessary, at the expense of the Government of the United States, to connect the station with the local road system and with such other points as may be necessary. NASA shall be permitted to modify the existing Federal Aviation Agency housing development, situated near the airstrip on the northwest tip of Canton Island, to the extent necessary to satisfy its requirements for a water storage facility and for buildings to house its operating personnel.

(4) The Government of the United Kingdom shall cooperate with the Government of the United States to determine the radio frequencies to be used for the station. All radio operations shall be conducted so as not to interfere with the services of installations on Canton Island or in neighboring territories, and shall comply at all times with the provisions of the International Telecommunication Convention.

(5) Construction of the station shall be by a United States contractor who shall, to the maximum extent feasible, employ personnel of a United States Mobile Construction Battalion (Seabees) to perform the required work.

(6) Special electronic and related equipment required for the station shall be standardized for Project Mercury and shall be installed by United States technicians.

(7) The United Kingdom High Commissioner for the Western Pacific, or his representative, shall, upon request, take all necessary steps to facilitate the admission into Canton Island of materials, equipment, supplies, goods or other property furnished by the Government of the United States for the purposes of the station.

(8) Title to all materials, equipment and other property used in connection with the station shall remain in the Government of the United States. Such materials, equipment and other property may be removed by the Government of the United States at any time.

(9) Any site or other ground from which such materials, equipment or other property are removed shall, if the Government of the United Kingdom so require, be restored as far as possible to its condition at the date of its occupation by NASA.

(10) The station shall be operated by NASA, either directly or through a United States contractor. In either case, the resident director of the station shall be an official of the Government of the United States in the person of a NASA representative. In addition to essential United States technicians and specialists assigned by NASA or its contractor, qualified United Kingdom personnel available locally shall be allowed to participate in the operation and maintenance of the station to the maximum extent deemed feasible by the resident director of the station.

(11) (a) The Government of the United Kingdom shall, upon request, facilitate the entry into Canton Island of such United States personnel as may be assigned by NASA to visit or participate in the establishment and operation of the station.

(b) For the purposes of this paragraph, the expression "United States personnel" means persons not normally resident on Canton Island who are employees of or under contract with the Government of the United States, or with a United States contractor engaged by that Government, in connection with the establishment and operation of the station.

(12) The Government of the United States shall make available to the Government of the United Kingdom all data obtained by the station and other relevant technical information obtained in the operation thereof, as well as all such information obtained in the general operation of "Project Mercury" as the Government of the United Kingdom may require.

(13) Supplementary arrangements between NASA or its resident director, on the one hand, and the United Kingdom High Commis-

sioner for the Western Pacific, or his representative, on the other hand, may be made from time to time as required, for the carrying out of the purposes of this Agreement.

(14) It is understood that to the extent that the carrying out of this Agreement will depend on funds appropriated by the Congress of the United States, it is subject to the availability of such funds.

(15) (a) The Government of the United States anticipates that the station will be required for use until July 1, 1963. The Government of the United Kingdom agrees that the station may be operated in accordance with the provisions of the present Exchange of Notes until that date, and thereafter, on the request of the Government of the United States, for such additional period and on such terms as may be agreed upon by the two Governments.

(b) Should changed conditions alter the requirement of the Government of the United States for the station at any time prior to July 1, 1963, that Government shall have the right to terminate its use of the station after ninety days advance notice to the Government of the United Kingdom of its intention to terminate the use of the station.

(16) It is understood that the present Exchange of Notes shall prejudice neither the respective claims of either Government to Canton Island nor any interpretation of the Agreement effected by an Exchange of Notes on April 6, 1939, aforesaid, which either Government may wish to advance in the future.

If the foregoing provisions 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 reply to that effect shall constitute an Agreement between the two Governments which shall enter into force on the date of your note in reply.

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

WALWORTH BARBOUR  
*Charge d'Affaires ad interim*

The Right Honorable  
THE EARL OF HOME,  
*Secretary of State for Foreign Affairs,  
Foreign Office,  
S.W.1.*

*The British Secretary of State for Foreign Affairs to the American  
Charge d'Affaires ad interim*

FOREIGN OFFICE, S.W.1.

No. IAS 32/18

*April 6, 1961.*

SIR,

I have the honour to acknowledge receipt of your Note of today's date about the establishment in Canton Island of a Space Vehicle

Tracking and Communications Station in connexion with the manned satellite programme of the Government of the United States of America, known as "Project Mercury", which Note reads as follows:-

"I have the honor to refer to the Agreement effected by an Exchange of Notes dated April 6, 1939, between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland regarding the administration of the Islands of Canton and Enderbury in the South Pacific Ocean and in particular to paragraph V of the said Agreement providing that use of any part of either of the Islands or their territorial waters for aviation and other purposes "shall be the subject of agreement between the two Governments".

I have the honor also to refer to recent discussions between representatives of the two Governments concerning a proposal that the Government of the United States should establish and operate, for scientific purposes, a station for space vehicle tracking and communications on Canton Island. Such a station is required by the United States of America as part of a world-wide tracking range being established by the Government of the United States in connection with its manned satellite program, known as Project Mercury, under which the United States plans to place a manned earth satellite into orbital flight and to recover it.

The Government of the United Kingdom, desiring to cooperate with the Government of the United States in this scientific program, and thereby to contribute to the knowledge of man's spatial environment, has indicated its willingness to agree to the request of the United States to establish the said tracking and communications station in Canton Island and its willingness to make such arrangements as are necessary in connection with the establishment and operation of the station.

Accordingly, the Government of the United States proposes that this station shall be established and operated in accordance with the following provisions:

(1) (a) The costs of constructing, installing, equipping and operating the station, which shall be situated at 2°47' South Latitude and 171°41' West Longitude, shall be borne wholly by the Government of the United States.

(b) The Government of the United States shall take all appropriate steps to ensure that existing facilities in Canton Island, and especially the airport, are not unduly burdened by the station and its operating personnel of about eighteen United States citizens.

(2) The specific site or sites and ancillary rights required for the station shall be as agreed upon by the authorized representatives of the two Governments. On the part of the Government of the United States, these shall be representatives of the National Aeronautics and Space Administration (hereinafter referred to as

"NASA"). On the part of the Government of the United Kingdom, these shall be the United Kingdom High Commissioner for the Western Pacific, or his representative.

(3) The station shall include installations for telemetry, a ground to air transmitter and a ground receiver; installations for point-to-point communications; a fuel oil storage tank and fuel pumps; power vans; a shore dock; a fuel oil jetty; facilities for water storage; and necessary supporting buildings and structures for offices, storage, housing, sanitation, and for other purposes which may be required. Buildings shall generally be of a standard prefabricated type, transportable and removable. Power for the station may be generated at the site or sites by equipment installed as part of the station. Roads shall be constructed as necessary, at the expense of the Government of the United States, to connect the station with the local road system and with such other points as may be necessary. NASA shall be permitted to modify the existing Federal Aviation Agency housing development, situated near the airstrip on the northwest tip of Canton Island, to the extent necessary to satisfy its requirements for a water storage facility and for buildings to house its operating personnel.

(4) The Government of the United Kingdom shall cooperate with the Government of the United States to determine the radio frequencies to be used for the station. All radio operations shall be conducted so as not to interfere with the services of installations on Canton Island or in neighboring territories, and shall comply at all times with the provisions of the International Telecommunication Convention.

(5) Construction of the station shall be by a United States contractor who shall, to the maximum extent feasible, employ personnel of a United States Mobile Construction Battalion (Seabees) to perform the required work.

(6) Special electronic and related equipment required for the station shall be standardized for Project Mercury and shall be installed by United States technicians.

(7) The United Kingdom High Commissioner for the Western Pacific, or his representative, shall, upon request, take all necessary steps to facilitate the admission into Canton Island of materials, equipment, supplies, goods or other property furnished by the Government of the United States for the purposes of the station.

(8) Title to all materials, equipment and other property used in connection with the station shall remain in the Government of the United States. Such materials, equipment and other property may be removed by the Government of the United States at any time.

(9) Any site or other ground from which such materials, equipment or other property are removed shall, if the Government of the United Kingdom so require, be restored as far as possible to its condition at the date of its occupation by NASA.

(10) The station shall be operated by NASA, either directly or through a United States contractor. In either case, the resident director of the station shall be an official of the Government of the United States in the person of a NASA representative. In addition to essential United States technicians and specialists assigned by NASA or its contractor, qualified United Kingdom personnel available locally shall be allowed to participate in the operation and maintenance of the station to the maximum extent deemed feasible by the resident director of the station.

(11) (a) The Government of the United Kingdom shall, upon request, facilitate the entry into Canton Island of such United States personnel as may be assigned by NASA to visit or participate in the establishment and operation of the station.

(b) For the purposes of this paragraph, the expression "United States personnel" means persons not normally resident on Canton Island who are employees of or under contract with the Government of the United States, or with a United States contractor engaged by that Government, in connection with the establishment and operation of the station.

(12) The Government of the United States shall make available to the Government of the United Kingdom all data obtained by the station and other relevant technical information obtained in the operation thereof, as well as all such information obtained in the general operation of "Project Mercury" as the Government of the United Kingdom may require.

(13) Supplementary arrangements between NASA or its resident director, on the one hand, and the United Kingdom High Commissioner for the Western Pacific, or his representative, on the other hand, may be made from time to time as required, for the carrying out of the purposes of this Agreement.

(14) It is understood that to the extent that the carrying out of this Agreement will depend on funds appropriated by the Congress of the United States, it is subject to the availability of such funds.

(15) (a) The Government of the United States anticipates that the station will be required for use until July 1, 1963. The Government of the United Kingdom agrees that the station may be operated in accordance with the provisions of the present Exchange of Notes until that date, and thereafter, on the request of the Government of the United States, for such additional period and on such terms as may be agreed upon by the two Governments.

(b) Should changed conditions alter the requirement of the Government of the United States for the station at any time prior to July 1, 1963, that Government shall have the right to terminate its use of the station after ninety days advance notice to the Government of the United Kingdom of its intention to terminate the use of the station.

(16) It is understood that the present Exchange of Notes shall prejudice neither the respective claims of either Government to Canton Island nor any interpretation of the Agreement effected by an Exchange of Notes on April 6, 1939, aforesaid, which either Government may wish to advance in the future.

If the foregoing provisions 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 reply to that effect shall constitute an Agreement between the two Governments which shall enter into force on the date of your note in reply."

2. I have the honour to inform you that the above proposals are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, who therefore agree that your Note, together with the present reply, shall constitute an Agreement between the two Governments which shall enter into force on today's date.

I have the honour to be,  
with high consideration, Sir,  
Your obedient Servant,

(For the Secretary of State)

H. C. HAINWORTH.

The Honourable WALWORTH BARBOUR,  
*etc., etc., etc.,*  
*24-31, Grosvenor Square,*  
*W.1.*

# IRAN

## Surplus Agricultural Commodities [<sup>1</sup>]

*Agreement amending the agreement of July 26, 1960, as amended.*

*Effectuated by exchange of notes*

*Signed at Washington April 10 and 17, 1961;*

*Entered into force April 17, 1961.*

---

*The Secretary of State to the Iranian Chargé d'Affaires ad interim*

DEPARTMENT OF STATE  
WASHINGTON  
April 10, 1961

SIR:

I refer to the Agricultural Commodities Agreement entered into by our two Governments on July 26, 1960,[<sup>2</sup>] to accompanying notes of that same date, and to the amendments signed September 26, 1960 and October 20, 1960 [<sup>3</sup>] and to propose that the said agreement and notes be further amended as follows:

In Article I of the agreement, change the amount for wheat from \$15.595 million to \$16.725 million; change the amount for ocean transportation from \$3.345 million to \$3.715 million; change the total from \$20.035 million to \$21.535 million.

In Article II paragraph (a) change \$5.376 million to \$5.751 million; in paragraph (b) change \$1.557 million to \$1.632 million; in paragraph (c) change \$13.102 million to \$14.152 million; in paragraph (d) change \$20.035 million to \$21.535 million in the places it appears.

In note No. 502, paragraph 3, change \$625,000 to \$655,000 and the \$325,000 for market development to \$355,000.

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<sup>1</sup> Also TIAS 4785; *post*, p. 855.

<sup>2</sup> TIAS 4544; 11 UST 1944.

<sup>3</sup> TIAS 4592, 4598; 11 UST 2208, 2239.

I propose that if the Government of Iran concurs in the foregoing, this note and your reply shall constitute an agreement between our two Governments to enter into force on the date of your reply.

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

For the Secretary of State:

A. H. MEYER

The Honorable

Dr. KHOSRO KHOSROVANI,  
*Chargé d'Affaires ad interim of Iran.*

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*The Iranian Chargé d'Affaires ad interim to the Secretary of State*

IRANIAN EMBASSY  
WASHINGTON, D.C.

No. 237

APRIL 17, 1961

EXCELLENCY:

I have the honor to acknowledge the receipt of the note dated April 10, 1961, with reference to the Agricultural Commodities Agreement entered into by our two Governments on July 26, 1960, to accompanying notes of the same date, and to the amendments signed on September 26, 1960, and October 20, 1960, respectively.

The Government of Iran gratefully concurs in the proposed further amendments to the Agreements and notes, as set forth in your note of April 10; and it is therefore understood that this exchange of notes constitutes an agreement between our two Governments, effective on this date.

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

K. KHOSROVANI

Dr. Khosro Khosrovani  
*Chargé d'Affaires a. i.*

His Excellency

DEAN RUSK

*Secretary of State  
Washington, D.C.*

# PAKISTAN

## Surplus Agricultural Commodities [<sup>1</sup>]

*Agreements amending the agreement of April 11, 1960, as amended.*

*Effectuated by exchanges of notes*

*Signed at Rawalpindi March 11, 1961;*

*Entered into force March 11, 1961.*

---

*The American Ambassador to the Secretary, Economic Affairs  
Division, Pakistani Ministry of Finance*

KARACHI, PAKISTAN

Signed at RAWALPINDI

March 11, 1961

No. 560

DEAR MR. AYUB:

I have the honor to refer to the Agricultural Commodities Agreement entered into by our two Governments on April 11, 1960, as amended on September 23, 1960,[<sup>2</sup>] providing for financing of certain agricultural commodities under Title I of the Agricultural Trade Development and Assistance Act, as amended.[<sup>3</sup>]

I propose that Article I of the said Agreement, as amended, be further amended by adding thereto "tobacco" in the amount of \$4.0 million; that the \$12.4 million for ocean transportation be amended to read \$12.5 million; and that the total \$82.5 million be amended to read \$86.6 million.

I propose that the \$16.5 million in paragraph (1) of Article II be amended to read \$17.32 million; that the \$8.2 million in paragraph (2) of Article II be amended to read \$8.61 million; that the \$28.9 million in paragraphs (3) and (4) of Article II be amended to read \$30.335 million; and that the amount \$82.5 million in the paragraph following paragraph (4) be amended to read \$86.6 million in the instances in which the former appears.

I also propose that the \$900,000 in paragraph (1) of the exchange of notes which accompanied the said agreement, as amended, be amended to read \$980,000; and that the amount \$450,000 be amended to read \$490,000.

The remaining provisions of the said Agreement of April 11, 1960, as amended, shall remain unchanged.

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<sup>1</sup> Also TIAS 4743, 4772, 4778, 4794, 4829, 4852; post, pp. 501, 715, 784, 897, 1170, and Part 2.

<sup>2</sup> TIAS 4470, 4579; 11 UST 1352, 2156.

<sup>3</sup> 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

If the foregoing is acceptable to your Government, it is proposed that this note together with Your Excellency's note in reply concurring therein shall constitute an Agreement between our two Governments to enter into force on the date of Your Excellency's reply.

WILLIAM M. ROUNTREE  
*Ambassador of The United States  
of America in Pakistan*

Mr. M. AYUB  
*Secretary*

*Ministry of Finance  
Economic Affairs Division  
Rawalpindi*

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*The Secretary, Economic Affairs Division, Pakistani Ministry of Finance to the American Ambassador*

GOVERNMENT OF PAKISTAN  
MINISTRY OF FINANCE  
ECONOMIC AFFAIRS DIVISION  
RAWALPINDI  
*March 11, 1961.*

DEAR MR. AMBASSADOR,

I have the honour to acknowledge with thanks the receipt of your letter dated March 11th 1961, containing the proposal for amendment to the Agricultural Commodities Agreement signed on April 11, 1960, as amended on September 23, 1960 the text of which is reproduced below:

"I have the honor to refer to the Agricultural Commodities Agreement entered into by our two Governments on April 11, 1960, as amended on September 23, 1960, providing for financing of certain agricultural commodities under Title I of the Agricultural Trade Development and Assistance Act, as amended.

I propose that Article I of the said Agreement, as amended, be further amended by adding thereto "tobacco" in the amount of \$ 4.0 million; that the \$ 12.4 million for ocean transportation be amended to read \$ 12.5 million; and that the total \$ 82.5 million be amended to read \$ 86.6 million.

I propose that the \$ 16.5 million in paragraph (1) of article II be amended to read \$ 17.32 million; that the \$ 8.2 million in paragraph (2) of Article II be amended to read \$ 8.61 million; that the \$ 28.9 million in paragraphs (3) and (4) of article II be amended to read \$ 30.335 million; and that the amount \$ 82.5 million in the paragraph following paragraph (4) be amended to read \$ 86.6 million in the instances in which the former appears.

I also propose that the \$ 900,000 in paragraph (1) of the exchange of notes which accompanied the said agreement, as amended, be amended to read \$ 980,000; and that the amount \$ 450,000 be amended to read \$ 490,000.

The remaining provisions of the said Agreement of April 11, 1960, as amended, shall remain unchanged.

If the foregoing is acceptable to your Government, it is proposed that this note together with Your Excellency's note in reply concurring therein shall constitute an Agreement between our two Governments to enter into force on the date of Your Excellency's reply."

I write to confirm that the foregoing sets forth the understanding of the Government of Pakistan.

Yours sincerely,

M. AYUB

(M. Ayub)  
Secretary

His Excellency

Mr. WILLIAM M. ROONTREE,  
*Ambassador of the United  
States of America in Pakistan.*

*The American Ambassador to the Secretary, Economic Affairs  
Division, Pakistani Ministry of Finance*

KARACHI, PAKISTAN

Signed at RAWALPINDI

*March 11, 1961*

No. 561

DEAR MR. AYUB:

"I have the honor to refer to the Agricultural Commodities Agreement signed on April 11, 1960 as amended on September 23, 1960 [¹] and on March 11, 1961,[²] and to propose that the agreement be further amended as follows:

1. In Article I, increase the amount for rice from \$8.7 million to \$13.2 million, the amount for ocean transportation from \$12.5 million to \$13.4 million, and the total amount from \$86.6 million to \$92.0 million.

<sup>1</sup> TIAS 4470, 4579; 11 UST 1352, 2156.

<sup>2</sup> *Ante*, p. 323.

2. In Article II, increase the amount in paragraph (1) from \$17.32 million to \$18.40 million, the amount in paragraph (2) from \$8.61 million to \$9.15 million, the amount in paragraphs (3) and (4) from \$30.335 million to \$32.225 million, and the amount in the paragraph following paragraph (4) from \$86.6 million to \$92.0 million in the instances in which the former appears.

3. In paragraph (1) of the accompanying exchange of notes increase the amount \$980,000 to \$1,070,000, and the amount \$490,000 to \$535,000.

4. It is understood that the amount of rice sold under this agreement is above and beyond the Government of Pakistan's commitment to purchase rice from free world sources (other than United States under PL 480)<sup>[1]</sup> for delivery in calendar year 1961 which at this time amounts to 300,000 metric tons. It is also understood that Pakistan will not offer rice for export except for superior grades of rice known as Basmati, Parmal and Begmi.

If the foregoing is acceptable to your Government it is proposed that this note together with Your Excellency's note in reply concurring therein shall constitute an Agreement between our two Governments to enter into force on the date of Your Excellency's reply.

WILLIAM M. ROONTREE  
*Ambassador of The United States  
of America in Pakistan*

**Mr. M. AYUB**  
*Secretary*  
*Ministry of Finance*  
*Economic Affairs Division*  
*Rawalpindi*

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*The Secretary, Economic Affairs Division, Pakistani Ministry of Finance to the American Ambassador*

GOVERNMENT OF PAKISTAN  
MINISTRY OF FINANCE  
ECONOMIC AFFAIRS DIVISION  
RAWALPINDI  
*March 11, 1961.*

**DEAR MR. AMBASSADOR,**

I have the honour to acknowledge with thanks the receipt of your letter dated March 11th 1961, containing the proposal for amendment to the Agricultural Commodities Agreement signed on April 11, 1960, as amended on September 23, 1960 and further amended on March 11th, 1961, the text of which is reproduced below:

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<sup>[1]</sup> 68 Stat. 454; 7 U.S.C. § 1691 note.

"I have the honor to refer to the Agricultural Commodities Agreement signed on April 11, 1960 as amended on September 23, 1960 and on March 11, 1961, and to propose that the agreement be further amended as follows:

1. In Article I, increase the amount for rice from \$ 8.7 million to \$ 13.2 million, the amount for ocean transportation from \$ 12.5 million to \$ 13.4 million, and the total amount from \$ 86.6 million to \$ 92.0 million.
2. In Article II, increase the amount in paragraph (1) from \$ 17.32 million to \$ 18.40 million, the amount in paragraph (2) from \$ 8.61 million to \$ 9.15 million, the amount in paragraphs (3) and (4) from \$ 30.335 million to \$ 32.225 million, and the amount in the paragraph following paragraph (4) from \$ 86.6 million to \$ 92.0 million in the instances in which the former appears.
3. In paragraph (1) of the accompanying exchange of notes increase the amount \$ 980,000 to \$ 1,070,000, and the amount \$ 490,000 to \$ 535,000.
4. It is understood that the amount of rice sold under this agreement is above and beyond the Government of Pakistan's commitment to purchase rice from free world sources (other than United States under PL 480) for delivery in calendar year 1961 which at this time amounts to 300,000 metric tons. It is also understood that Pakistan will not offer rice for export except for superior grades of rice known as Basmati, Parmal and Begmi.

If the foregoing is acceptable to your Government it is proposed that this note together with Your Excellency's note in reply concurring therein shall constitute an Agreement between our two Governments to enter into force on the date of Your Excellency's reply."

I write to confirm that the foregoing sets forth the understanding of the Government of Pakistan.

Yours sincerely,

**M. AYUB**

(M. Ayub)  
*Secretary*

His Excellency

Mr. WILLIAM M. ROONTREE,  
*Ambassador of the United States  
of America in Pakistan.*

# HONG KONG

## Parcel Post

*Agreement and detailed regulations of execution*

*Signed at Hong Kong January 18, 1961, and at Washington February 2,  
1961;*

*Approved and ratified by the President of the United States of America  
March 4, 1961;*

*Entered into force July 1, 1961.*

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## PARCEL POST AGREEMENT

between

THE POSTAL ADMINISTRATION

of

THE UNITED STATES OF AMERICA

and

THE POSTAL ADMINISTRATION

of

HONG KONG

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**PARCEL POST AGREEMENT BETWEEN THE POSTAL ADMINISTRATION OF THE UNITED STATES OF AMERICA AND THE POSTAL ADMINISTRATION OF HONG KONG**

The undersigned, for and on behalf of the Postal Administrations of the United States of America and Hong Kong, duly authorized by their respective governments, have by mutual consent agreed to the following Articles:

**Article I**

**Object of the Agreement**

Between the United States of America (including Puerto Rico, the U.S. Virgin Islands, Guam, Samoa, and the Canal Zone) on the one hand and Hong Kong on the other hand, there may be exchanged parcels up to the limits of weight and dimensions stated in the Detailed Regulations for the Execution of this Agreement

**Article II**

**Transit Parcels**

1. Each Postal Administration agrees to accept in transit through its service, to or from any country with which it has parcel-post communication, parcels originating in, or addressed for delivery in the service of, the other contracting Administration.

2. Each Postal Administration shall inform the other to which countries parcels may be sent through it as intermediary, and the amount of the charges due to it therefor, as well as other conditions.

3. To be accepted for onward transmission, parcels sent by one of the contracting Administrations through the service of the other Administration must comply with the conditions prescribed from time to time by the intermediate Administration.

**Article III**

**Postage and Fees**

1. The Administration of origin is entitled to collect from the sender of each parcel the postage and the fees for requests for information as to the disposal of a parcel made after it has been posted, and also, in the case of insured parcels, the insurance fees and the fees for return receipts that may from time to time be prescribed by its regulations.

2. Except in the case of returned or redirected parcels, the postage and such of the fees mentioned in the preceding section as are applicable must be paid in advance.

#### Article IV

##### Preparation of Parcels

Every parcel shall be packed in a manner adequate for the length of the journey and the protection of the contents as set forth in the Detailed Regulations.

#### Article V

##### Prohibitions

1. The following articles are prohibited transmission by parcel post:

(a) A letter or a communication having the character of an actual and personal correspondence. Nevertheless, it is permitted to enclose in a parcel an open invoice confined to the particulars which constitute an invoice, and also a simple copy of the address of the parcel, that of the sender being added.

(b) An enclosure which bears an address different from that placed on the cover of the parcel.

(c) Any live animal, except bees.

(d) Any article the admission of which is forbidden by the Customs or other laws or regulations in force in either country.

(e) Any explosive or inflammable article and, in general, any article the conveyance of which is dangerous, including articles which from their nature or packing may be a source of danger to postal employees or may soil or damage other articles.

(f) Articles of an obscene or immoral nature.

It is, moreover, forbidden to send coin, bank notes, currency notes, or any kind of securities payable to bearer; platinum, gold, or silver (whether manufactured or unmanufactured); precious stones, jewelry, or other precious articles in uninsured parcels.

If a parcel which contains coin, bank notes, currency notes, or any kind of securities payable to bearer, platinum, gold, or silver (whether manufactured or unmanufactured); precious stones, jewelry, or other precious articles is sent uninsured, it shall be placed under insurance by the Administration of destination and treated accordingly.

2. If a parcel contravening any of these prohibitions is handed over by one Administration to the other, the latter shall proceed in accordance with its laws and inland regulations. Explosives or inflammable articles, as well as documents, pictures, and other articles injurious to public morals, may be destroyed on the spot by the Administration which finds them in the mails.

3. The fact that a parcel contains a letter, or a communication having the nature of a letter, may not in any case entail return of the parcel to the sender. The letter, however, is marked for collection of postage calculated at double the rate applicable to the letter service from the country of origin to the country of destination.

4. The two Administrations advise each other, by means of the List of Prohibited Articles published by the International Bureau of the Universal Postal Union, of all prohibited articles. However, they do not on that account assume any responsibility towards the Customs or police authorities, or the sender.

5. If a parcel wrongly admitted to the post is neither returned to origin nor delivered to the addressee, the Administration of origin shall be informed as to the precise treatment accorded to the parcel in order that it may take such steps as are necessary.

## Article VI

### Insurance

1. Parcels may be insured up to the amount of 1,000 gold francs or its equivalent in the currency of the country of origin. However, the Chiefs of the two contracting Postal Administrations may, by mutual consent, increase or decrease this maximum amount of insurance.

2. A parcel cannot give rise to the right to an indemnity higher than the actual value of its contents, but it is permissible to insure it for only part of that value.

## Article VII

### Responsibility. Indemnity

1. The Postal Administrations of the two countries concerned will not be responsible for the loss, abstraction, or damage of an ordinary parcel.

2. Except in the cases mentioned in the Article following, the contracting Administrations are responsible for the loss of insured parcels mailed in one of the two countries for delivery in the other and for the loss, abstraction of, or damage to their contents or a part thereof.

The sender or other rightful claimant, is entitled to compensation corresponding to the actual amount of the loss, abstraction, or damage. The amount of indemnity is calculated on the basis of the actual value (current price or, in the absence of current price, the ordinary estimated value) at the place where and the time when the parcel was accepted for mailing; provided in any case that the indemnity may not be greater than the amount for which the parcel was insured and on which the insurance fee has been collected, or the maximum amount of 1,000 gold francs.

In cases where the loss, damage, or abstraction occurs in the service of the country of destination, the Administration of destination may pay compensation to the addressee at its own expense and without consulting the Administration of origin; provided that the addressee can prove that the sender has waived his rights in the addressee's favor.

3. No indemnity is paid for indirect damages or loss of profits resulting from the loss, rifling, damage, non-delivery, misdelivery, or delay of an insured parcel dispatched in accordance with the conditions of the present Agreement.

4. In the case where indemnity is payable for the loss of a parcel or for the destruction or abstraction of the whole of the contents thereof, the sender is entitled to return of the postal charges, if claimed. However, the insurance fees are not returned in any case.

5. In the absence of special agreement to the contrary between the Administrations involved, which agreement may be made by correspondence, no indemnity will be paid by either Administration for the loss, rifling, or damage of transit insured parcels; that is, parcels originating in a country not participating in this Agreement and destined for one of the two participating countries, or parcels originating in one of the two participating countries and destined for a country not participating in this Agreement.

6. When an insured parcel originating in one country and destined to be delivered in the other country is reforwarded from there to a third country or is returned to a third country at the request of the sender or of the addressee, the party entitled to the indemnity in case of loss, rifling, or damage occurring subsequent to the reforwarding or return of the parcel by the original country of destination, can lay claim, in such a case, only to the indemnity which the Administration of the country where the loss, rifling, or damage occurred consents to pay, or which that Administration is obliged to pay in accordance with the agreement made between the Administrations directly interested in the reforwarding or return. Either of the two Administrations signing the present Agreement which wrongfully forwards an insured parcel to a third country is responsible to the sender to the same extent as the country of origin, that is, within the limits of the present Agreement.

## Article VIII

### Exceptions to the Principle of Responsibility

1. The two Administrations are relieved from all responsibility:

(a) When the parcel has been delivered to the addressee or it has been returned to the sender, and the addressee or the sender, as the case may be, has accepted delivery without any reservation.

(b) In case of loss or damage through force majeure, although either Administration may at its option and without recourse to

the other Administration pay indemnity for loss or damage due to force majeure even in cases where the Administration of the country in the service of which the loss or damage occurred recognizes that the damage was due to force majeure. The Administration responsible for the loss, abstraction, or damage must decide in accordance with the internal legislation of the country whether this loss, abstraction, or damage was due to circumstances constituting a case of force majeure.

(c) When, their responsibility not having been proved otherwise, they are unable to account for parcels in consequence of the destruction of official documents through force majeure.

(d) When the damage has been caused by the fault or negligence of the sender, or the addressee, or the representative of either; or when it is due to the nature of the article.

(e) For parcels which contain prohibited articles.

(f) In case the sender of an insured parcel, with intent to defraud, shall declare the contents to be above their real value; this rule, however, shall not prejudice any legal proceedings necessitated by the legislation of the country of origin.

(g) For parcels seized by the Customs because of false declaration of contents.

(h) When no inquiry or application for indemnity has been made by claimant or his representative within a year commencing with the day following the posting of the insured parcel.

(i) For parcels which contain matter of no intrinsic value or perishable matter, or which did not conform to the stipulations of this Agreement, or which were not posted in the manner prescribed; but the Administration responsible for the loss, rifling, or damage may pay indemnity in respect of such parcels without recourse to the other Administration.

2. The responsibility of properly enclosing, packing, and sealing insured parcels rests upon the sender, and the postal service of neither country will assume liability for loss, rifling, or damage arising from defects which may not be observed at the time of posting.

## Article IX

### Termination of Responsibility

1. The two Administrations shall cease to be responsible for parcels which have been delivered in accordance with their internal regulations and of which the owners or their agents have accepted delivery.

2. Responsibility is, however, maintained when the addressee or, in case of return, the sender makes reservations in taking delivery of a parcel the contents of which have been abstracted or damaged.

## Article X

### Payment of Compensation

The payment of compensation shall be undertaken by the Administration of origin except in the cases indicated in Article VII, Section 2, where payment is made by the Administration of destination. The Administration of origin may, however, after obtaining the sender's consent, authorize the Administration of destination to settle with the addressee. The paying Administration retains the right to make a claim against the Administration responsible.

## Article XI

### Period for payment of compensation

1. The payment of compensation for an insured parcel shall be made to the rightful claimant as soon as possible and at the latest within a period of one year counting from the day following that on which the application is made.

However, the Administration responsible for making payment may exceptionally defer payment of indemnity for a longer period than that stipulated if, at the expiration of that period, it has not been able to determine the disposition made of the article in question or the responsibility incurred.

2. Except in cases where payment is exceptionally deferred as provided in the second paragraph of the foregoing Section, the Postal Administration which undertakes the payment of compensation is authorized to pay indemnity on behalf of the Office which, after being duly informed of the application for indemnity, has let nine months pass without settling the matter.

## Article XII

### Fixing of Responsibility

1. Until the contrary is proved, responsibility for an insured parcel shall rest with the Administration which, having received the parcel from the other Administration without making any reservation and having been furnished with all the particulars for investigation prescribed by the regulations, cannot establish either proper delivery to the addressee or his agent, or other proper disposal of the parcel.

2. When the loss, rifling, or damage of an insured parcel is detected upon opening the receptacle at the receiving exchange office and after it has been regularly pointed out to the dispatching exchange office; the responsibility falls on the Administration to which the latter office belongs; unless it be proved that the irregularity occurred in the service of the receiving Administration.

3. If, in the case of a parcel dispatched from one of the two countries for delivery in the other, the loss, damage, or abstraction has

occurred in course of conveyance without its being possible to prove in the service of which country the irregularity took place, the two Administrations shall bear the amount of compensation in equal shares.

4. By paying compensation, the Administration concerned takes over, to the extent of the amount paid, the rights of the person who has received compensation in any action which may be taken against the addressee, the sender, or a third party.

5. If a parcel which has been regarded as lost is subsequently found, in whole or in part, the person to whom compensation has been paid shall be informed that he is at liberty to take possession of the parcel against repayment of the amount paid as compensation.

### Article XIII

#### Repayment of Compensation

1. The Administration responsible for the loss, rifling, or damage and on whose account the payment is effected, is bound to repay the amount of the indemnity to the Administration which has effected payment. This reimbursement must take place without delay and at the latest within the period of nine months after notification of payment.

2. These repayments to the creditor Administration must be made without expense for that Office, by money order or draft, in money valid in the creditor country or in any other way to be agreed upon mutually by correspondence.

### Article XIV

#### Certificate of Mailing. Receipts

1. On request made at the time of mailing an ordinary (uninsured) parcel, the sender may receive a certificate of mailing from the post office where the parcel is mailed, on a form provided for the purpose; and each Administration may fix a reasonable fee therefor.

2. The sender of an insured parcel receives without charge at the time of posting, a receipt for his parcel.

### Article XV

#### Return Receipts and Inquiries

1. The sender of an insured parcel may obtain an advice of delivery (return receipt) on payment of such additional charge, if any, as the Administration of origin of the parcel shall stipulate and under the conditions laid down in the Regulations.

2. A fee may be charged, at the option of the Administration of origin, on a request for information as to the disposal of an ordinary parcel and also of an insured parcel made after it has been posted if

the sender has not already paid the special fee to obtain an advice of delivery.

3. A fee may also be charged, at the option of the Administration of origin, in connection with any complaint of any irregularity which *prima facie* was not due to the fault of the Postal Service.

## Article XVI

### Customs Charges

The parcels are subject to all Customs laws and regulations in force in the country of destination. The duties collectible on that account are collected from the addressee on delivery of the parcel in accordance with the Customs regulations.

## Article XVII

### Customs Charges to be Canceled

The Administrations agree to cancel Customs duties and other non-postal charges on parcels which are returned to the country of origin, abandoned by the senders, destroyed because the contents are completely damaged, or redirected to a third country.

## Article XVIII

### Fee for Customs Clearance

When applicable, the office of delivery may collect from the addressee either in respect of delivery to the Customs and clearance through the Customs, or in respect of delivery to the Customs only, a fee not exceeding 80 gold centimes per parcel or such other fee as it may from time to time fix for similar services in its parcel-post relations with other countries generally.

## Article XIX

### Delivery to the Addressee. Fee for Delivery at the Place of Address

Where such service is provided, parcels are delivered to the addressees as quickly as possible in accordance with the conditions in force in the country of destination. The Administration of that country may collect in respect of delivery of parcels to the addressee a fee not exceeding 50 gold centimes per parcel. The same fee may be charged, if the case arises, for each presentation after the first at the addressee's residence or place of business.

## Article XX

### Warehousing Charge

The Administration of destination is authorized to collect the warehousing charge fixed by its legislation for parcels addressed "General Delivery" or "Poste Restante" or which are not claimed within the prescribed period. This charge may in no case exceed 5 gold francs.

## Article XXI

### Missent Parcels

Parcels received out of course, or wrongly allowed to be dispatched, shall be retransmitted or returned in accordance with the provisions of the Detailed Regulations.

## Article XXII

### Redirection

1. A parcel may be redirected in consequence of the addressee's change of address in the country of destination. The Administration of destination may collect the redirection charge prescribed by its internal regulations. Similarly, a parcel may be redirected from one of the two countries whose Postal Administrations are parties to this Agreement to a third country provided that the parcel complies with the conditions required for its further conveyance and provided, as a rule, that the extra postage is prepaid at the time of redirection or documentary evidence is produced that the addressee will pay it.

2. Additional charges levied in respect of redirection and not paid by the addressee or his representative shall not be canceled in case of further redirection or of return to origin, but shall be collected from the addressee or from the sender as the case may be, without prejudice to the payment of any special charges incurred which the Administration of destination does not agree to cancel.

## Article XXIII

### Nondelivery

1. If a parcel is undeliverable, or is refused, it shall be returned without charge, through the appropriate exchange offices of the two contracting Administrations. The country of origin may collect from the sender for the return of the parcel, a charge equal to the amount required to fully prepay the postage thereon when originally mailed.

2. The sender must state at the time of mailing, that, if the parcel cannot be delivered as addressed, it may be either (a) tendered for delivery at a second address in the country of destination, (b) treated as abandoned or (c) returned to sender. No other alternative is permissible. The request must appear on the parcel and the Cus-

toms declaration and must be in conformity with or analogous to, one of the following forms:

- "If undeliverable as addressed, deliver to . . . ."
- "If undeliverable as addressed, abandon."
- "If undeliverable as addressed, return to sender."

3. In the absence of a request by the sender to the contrary, a parcel which cannot be delivered shall be returned to the sender without previous notification and at his expense thirty days after its arrival at the office of destination. Insured parcels shall be returned as such.

Nevertheless, a parcel which is definitely refused by the addressee shall be returned immediately.

#### **Article XXIV**

##### **Sale. Destruction**

Articles of which the early deterioration or corruption is to be expected, and these only, may be sold immediately, even when in transit on the outward or return journey, without previous notice or judicial formality. If, for any reason, a sale is impossible, the spoilt or putrid articles shall be destroyed.

#### **Article XXV**

##### **Abandoned Parcels**

Parcels which cannot be delivered to the addressees and which the senders have abandoned shall not be returned by the Administration of destination, but shall be treated in accordance with its legislation. No claim shall be made by the Administration of destination against the Administration of origin in respect of such parcels.

#### **Article XXVI**

##### **Charges**

1. In the case of a parcel reforwarded out of the country of destination or one redirected back to origin, if new postage and new insurance fees (in the case of insured parcels) are collected by the redispaching office, the parcel is treated as if it had originated in that country. Otherwise, the redispaching office recovers from the office to which the parcel is redispached, the charges entailed in the further transmission.

2. The sums to be paid for a parcel in transit, that is, parcels destined either for a possession or for a third country, are either indicated in the Detailed Regulations or may be fixed by each Administration and advised by correspondence.

## Article XXVII

### Air Parcels

The Postal Administrations of the two countries have the right to fix by mutual consent the air surtax and other conditions in the case where the parcels are conveyed by air routes.

## Article XXVIII

### Miscellaneous Provisions

1. The francs and centimes mentioned in this Agreement are gold francs and centimes as defined in the Universal Postal Union Convention.
2. Parcels shall not be subjected to any postal charges other than those contemplated in this Agreement, except by mutual consent of the two Administrations.
3. In extraordinary circumstances either Administration may temporarily suspend the parcel post, either entirely or partially, on condition of giving immediate notice, if necessary by telegraph, to the other Administration.

## Article XXIX

### Matters not Provided for in the Present Agreement

1. Unless they are provided for in the present Agreement, all questions concerning the obtaining and the disposition of return receipts, and the adjustment of indemnity claims in connection with insured parcels shall be governed by the provisions of the Universal Postal Convention and its Regulations of Execution [¹] insofar as they are applicable and are not contrary to the foregoing provisions. If the case is not provided for at all, the domestic legislation of the United States of America or of Hong Kong or the decisions made by one country or the other are applicable in the respective country.
2. The details relative to the application of the present Agreement will be fixed by the two Administrations in the Detailed Regulations, the provisions of which may be modified or completed by mutual consent by way of correspondence.
3. The two Administrations may notify each other of their laws, ordinances and tariffs concerning the exchange of parcel post. They must advise each other of all modifications in rates which may be subsequently made.

<sup>¹</sup> TIAS 4202; 10 UST 413.

## Article XXX

## Entry into Force and Duration of Agreement

1. This Agreement replaces and abrogates the Parcel Post Convention which was signed at Washington on November 21, 1903.<sup>[1]</sup>
2. It shall become effective <sup>[2]</sup> on a date to be mutually settled between the Administrations of the two countries.
3. It shall remain in force until one of the two contracting Administrations has notified the other, six months in advance of its intention to abrogate it.

Done in duplicate and signed at Hong Kong, the 18th day of January and at Washington, the 2nd day of February, 1961.

J. EDWARD DAY  
*The Postmaster General of the  
United States of America*

C. G. FOLWELL  
*Acting Postmaster General  
of Hong Kong*

[SEAL]

The foregoing Agreement between the United States of America and Hong Kong for the exchange of parcels by parcel post has been negotiated and concluded with my advice and consent and is hereby approved and ratified.

In testimony whereof I have caused the seal of the United States to be hereunto affixed.

JOHN F. KENNEDY

[SEAL]

By the President  
DEAN RUSK  
*Secretary of State*

WASHINGTON, March 4, 1961.

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<sup>1</sup> Post Office Department print; 33 Stat. 2242.

<sup>2</sup> July 1, 1961.

## DETAILED REGULATIONS FOR THE EXECUTION OF THE PARCEL POST AGREEMENT

The following Detailed Regulations for the Execution of the Parcel Post Agreement have been agreed upon by the Postal Administrations of the United States of America and Hong Kong.

### Article 1

#### Circulation

1. Each Administration shall forward by the routes and means which it uses for its own parcels, parcels delivered to it by the other Administration for conveyance in transit through its territory.
2. Missent parcels shall be retransmitted to their proper destination by the most direct route at the disposal of the office retransmitting them. Insured parcels, when missent, may not be reforwarded to their destination except as insured mail. If this is impossible, they must be returned to origin.

### Article 2

#### Limits of Weight and Size

1. The parcels to be exchanged under the provisions of this Agreement may not exceed 22 pounds (10 kilograms) in weight nor the following dimensions:

Greatest combined length and girth, 6 feet. Greatest length 3½ feet, except that parcels measure up to 4 feet in length, on condition that parcels over 42 and not over 44 inches in length do not exceed 24 inches in girth, parcels over 44 and not over 46 inches in length do not exceed 20 inches in girth, and parcels over 46 inches and up to 4 feet in length do not exceed 16 inches in girth.

In regard to the exact calculation of the weight and dimensions, the indications furnished by the dispatching office will be accepted save in the case of obvious error.

2. The limit of weight and maximum dimensions stated above may be changed from time to time by agreement made through correspondence.

### Article 3

#### Receptacles

1. The Postal Administrations of the two countries shall provide the respective bags necessary for the dispatch of their parcels and

each bag shall be marked to show the name of the office or country to which it belongs.

2. Bags must be returned empty to the dispatching office, made up in bundles to be enclosed in one of the bags. The total number of bags returned shall be entered on the relative parcel bills.

3. Each Administration shall be required to make good the value of any bags which it fails to return.

#### Article 4

##### Method of exchange of parcels

1. The parcels shall be exchanged in sacks duly fastened and sealed by the offices appointed by agreement between the two Administrations and shall be dispatched to the country of destination by the country of origin at its cost and by such means as it provides.

2. Insured parcels shall be enclosed in separate sacks from those in which ordinary parcels are contained and the labels of sacks containing insured parcels shall be marked with such distinctive symbols as may from time to time be agreed upon.

3. The weight of any sack of parcels shall not exceed 40 kilograms (88 pounds).

#### Article 5

##### Fixing of Equivalents

In fixing the charges for parcels, either Administration shall be at liberty to adopt such approximate equivalents as may be convenient in its own currency.

#### Article 6

##### Preparation of Parcels

Every parcel shall:

(a) Bear the exact address of the addressee in Roman characters. Addresses in pencil shall not be allowed except that parcels bearing addresses written with indelible pencil on a previously dampened surface shall be accepted. The address shall be written on the parcel itself or on a label so firmly attached to it that it cannot become detached. The sender of a parcel shall be advised to enclose in the parcel a copy of the address together with a note of his own address.

(b) Be packed in a manner adequate for the length of the journey and for the protection of the contents.

Articles liable to injure postal employees or to damage other parcels shall be so packed as to prevent any risk.

## Article 7

### Special Packing

Liquids and easily liquefiable substances must be packed in a double receptacle. Between the inner receptacle (bottle, flask, box, etc.) and the outer receptacle (box of metal, strong wood, strong corrugated cardboard, or strong carton of fibreboard, or receptacle of equal strength), there must be left a space to be filled with sawdust, bran, or other absorbent material, in sufficient quantity to absorb all the liquid in case that the receptacle is broken.

2. Dry coloring powders, such as aniline blue, etc., are admitted only in resistant metal boxes which in turn are placed in boxes of wood or strong corrugated cardboard, with sawdust or any other absorbent or protective matter between the two containers. Dry non-coloring powders must be placed in boxes of metal, wood or cardboard. These boxes should in turn, be enclosed in a linen, parchment or heavy paper cover.

## Article 8

### Customs Declarations

1. The sender shall prepare one Customs declaration for each parcel sent from either country, upon a special form provided for the purpose by the country of origin.

The Customs declaration shall give an accurate statement of the contents and value of the parcel, date of mailing, actual weight, the sender's name and address, and the name and address of the addressee, and shall be securely attached to the parcel.

2. The two Administrations accept no responsibility for the accuracy of Customs declarations.

## Article 9

### Return Receipts

1. As to an insured parcel for which a return receipt is asked, the office of origin places on the parcel the letters or words "A.R." or "Avis de reception", or "Return receipt requested". The office of origin or any other office appointed by the dispatching Administration shall fill out a return receipt form and attach it to the parcel. If the form does not reach the office of destination, that office makes out a duplicate.

2. The office of destination, after having duly filled out the return receipt form, returns it free of postage to the address of the sender of the parcel.

3. When the sender applies for a return receipt after a parcel has been mailed, the office of origin duly fills out a return receipt form and

attaches it to a form of inquiry which is entered with the details concerning the transmission of the parcel and then forwards it to the office of destination of the parcel. In the case of the due delivery of the parcel, the office of destination withdraws the inquiry form, and the return receipt is treated in the manner prescribed in the foregoing Section.

#### Article 10

##### Indication of Insured Value

Every insured parcel and the relative Customs declaration shall bear an indication of the insured value in the currency of the country of origin. The indication on the parcel shall be both in Roman letters written in full and in Arabic figures. The amount of the insured value shall be converted into gold francs by the Administration of origin. The result of the conversion shall be indicated distinctly by new figures placed beside or below those representing the amount of the insured value in the currency of the country of origin.

#### Article 11

##### Insurance Numbers, Labels, Seals

1. Each insured parcel must bear on the address side, an insurance number and must bear a label with the word "Insured" or "Valeur Declaree". The word used may be marked or stamped on the parcel. The insurance number will also be shown on the Customs declaration.
2. The wax or other seals, the labels of whatever kind and any postage stamps affixed to insured parcels shall be so spaced that they cannot conceal injuries to the cover. Neither shall the labels or postage stamps, if any, be folded over two sides of the wrapping so as to hide the edge.

#### Article 12

##### Sealing of Parcels

1. Ordinary parcels may be sealed at the option of the senders, or careful tying is sufficient as a mode of closing.
2. Every insured parcel shall be sealed by means of wax or by lead or other seals, the seals being sufficient in number to render it impossible to tamper with the contents without leaving an obvious trace of violation. Either Administration may require a special design or mark of the sender on the sealing of insured parcels mailed in its service, as a means of protection.
3. The Customs Administration of the country of destination is authorized to open the parcels. To that end, the seals or other fastenings may be broken. Parcels opened by the Customs must be re-fastened and also officially resealed.

### Article 13

#### Indication of Weight of Insured Parcels

The exact weight in grams or in pounds and ounces of each insured parcel shall be entered by the Administration of origin:

- (a) On the address side of the parcel.
- (b) On the Customs declaration, in the place reserved for this purpose.

### Article 14

#### Place of Posting

Each parcel and the relative Customs declaration shall bear the name of the office and the date of posting.

### Article 15

#### Retransmission

1. The Administration retransmitting a missent parcel shall not levy Customs or other non-postal charges upon it.

When an Administration returns such a parcel to the country from which it has been directly received, it shall report the error by means of a verification note.

In other cases, the retransmitting Administration shall allow to the Administration to which it forwards the missent parcel the charges due for onward conveyance; it shall then recover the expenses of transmission which it has to defray by claiming them from the office of exchange from which the missent parcel was directly received. The reason for this claim shall be notified to the latter by means of a verification note.

2. When a parcel has been wrongly allowed to be dispatched in consequence of an error attributable to the postal service and has, for this reason, to be returned to the country of origin, the Administration which sends the parcel back shall notify the Administration from which it was received, by means of a verification note.

3. The charges on a parcel redirected to a third country shall be claimed from the Administration to which the parcel is forwarded; unless the charge for conveyance is paid at the time of redirection, in which case the parcel shall be dealt with as if it had been addressed directly from the retransmitting country to the new country of destination. In case the Administration of the third country to which the parcel is forwarded refuses to assume the charges because they cannot be collected from the sender or the addressee, as the case may be, or for any other reason, they shall be charged back to the Administration of origin.

4. In the case of a parcel returned or reforwarded in transit through one of the two Administrations to or from the other, the

intermediary Administration may claim also the sum due to it for any additional territorial or sea service provided, together with any amounts due to any other Administration or Administrations concerned.

5. A parcel which is redirected shall be retransmitted in its original packing and shall be accompanied by the original Customs declaration. If the parcel, for any reason whatsoever, has to be repacked or if the original Customs declaration has to be replaced by a substitute declaration, the name of the office of origin of the parcel and the original serial number and, if possible, the date of posting at that office shall be entered both on the parcel and on the Customs declaration.

### Article 16

#### Return of Undeliverable Parcels

1. If the sender of an undeliverable parcel has made a request not provided for by Article XXIII, Section 2 of the Agreement, the Administration of destination need not comply with it but may return the parcel to the country of origin, after retention for the prescribed period.

2. The Administration which returns a parcel to the sender shall indicate clearly and concisely on the parcel and on the relative Customs declaration the cause of nondelivery. This information may be furnished in manuscript or by means of a stamped impression or a label. The original Customs declaration belonging to the returned parcel must be sent back to the country of origin with the parcel.

3. A parcel to be returned to the sender shall be entered on the parcel bill with the word "Rebut" in the "Observations" column.

### Article 17

#### Sale. Destruction

When an insured parcel has been sold or destroyed in accordance with the provisions of Article XXIV of the Agreement, a report of the sale or destruction shall be prepared, a copy of which shall be transmitted to the Administration of origin.

### Article 18

#### Inquiries Concerning Parcels

For inquiries concerning parcels which have not been returned, a form shall be used similar to the specimen annexed to the Detailed Regulations of the Parcel Post Agreement of the Universal Postal Union. These forms shall be forwarded to the offices appointed by the two Administrations to deal with them and they shall be dealt with in the manner mutually arranged between the two Administrations.

## Article 19

### Parcel Bills

1. Separate parcel bills must be prepared for the ordinary parcels on the one hand and for the insured parcels on the other hand. The parcel bills are prepared in duplicate and both copies are sent enclosed in one of the bags. The bag containing the parcel bills is designated with the letter "F" conspicuously marked on the label.
2. Ordinary parcels sent from either country to the other shall be entered on the parcel bills to show the total weight thereof.
3. Insured parcels, sent from either country, shall be entered individually on the parcel bills to show the insurance number and the name of the office of origin, as well as the total net weight of the parcels.
4. Parcels sent "a decouvert" must be entered separately.
5. In the case of returned or redirected parcels the word "Returned" or "Redirected", as the case may be, must be entered on the bill against the individual entry. A statement of the charges which may be due on these parcels should be shown in the "Observations" column. Undeliverable "Rebut" parcels shall be returned without charge.
6. The total number of bags comprising each dispatch must also be shown on the parcel bill.
7. Each dispatching office of exchange shall number the parcel bills in the top left-hand corner in an annual series. A note of the last number of the year shall be made on the first parcel bill of the following year.
8. The exact method of advising parcels or the receptacles containing them sent by one Administration in transit through the other, together with any details of procedure in connection with the advice of such parcels or receptacles for which provision is not made in this Agreement, shall be settled by mutual consent through correspondence between the two Administrations.

## Article 20

### Verification by the exchange offices

1. Upon receipt of a dispatch, the exchange office of destination proceeds to verify it. The entries in the parcel bill must be verified exactly. Each error or omission must be brought immediately to the knowledge of the dispatching exchange office by means of a Bulletin of Verification. A dispatch is considered as having been found in order in all regards when no Bulletin of Verification is made up.

If any error or irregularity is found upon receipt of a dispatch, all objects which may serve later on for investigations or for examination of requests for indemnity must be kept.

2. The dispatching exchange office to which a Bulletin of Verification is sent returns it after having examined it and entered there-

on its observations, if any. That Bulletin is then attached to the parcel bills of the parcels to which it relates. Corrections made on a parcel bill which are not justified by supporting papers are considered as devoid of value.

3. If necessary, the dispatching exchange office may also be advised by telegram, at the expense of the office sending such telegram.

4. In case of shortage of a parcel bill, a duplicate is prepared, a copy of which is sent to the exchange office of origin of the dispatch.

5. The office of exchange which receives from a corresponding office a parcel which is damaged or insufficiently packed must redispach such parcel after repacking, if necessary, preserving the original packing as far as possible.

If the damage is such that the contents of the parcel may have been abstracted, the office must first officially open the parcel and verify its contents.

In either case, the weight of the parcel will be verified before and after repacking, and indicated on the wrapper of the parcel itself. That indication will be followed by the note "Repacked at . . . ." and the signature of the agents who have effected such repacking.

## Article 21

### Transit Charges

1. The transit charges due to the United States of America for parcels addressed for delivery to the service of its possessions or to a third country shall be as follows, computed on the bulk net weight of each dispatch:

Maritime transit service only. . . . . 0.70 gold francs per kilogram

Land transit service only . . . . . 1.15 " " " "

Land and maritime transit service combined . . . . . 1.50 " " " "

2. The transit charges due Hong Kong shall be those fixed by that Administration and notified through correspondence.

3. Each Administration reserves the right to vary its transit rates in accordance with any alterations of these charges which may be decided upon in connection with its parcel post relations with other countries generally.

4. Three months' advance notice must be given of any increase or reduction of the rates mentioned in this Article. Such reduction or increase shall be effective for a period of not less than one year.

## Article 22

### Accounting

1. At the end of each quarter the receiving Administration makes up an account on the basis of the parcel bills covering dispatches during the quarter.

2. These accounts shall be submitted to the dispatching Administration for examination and acceptance as early as possible after the end of the quarter to which the accounts relate. Accepted copies of accounts shall be returned without delay.

3. Upon acceptance of the accounts of parcels forwarded in both directions the debtor Administration shall take steps to settle the net balance without delay by remittance means mutually agreed upon by correspondence.

The expenses of payment are chargeable to the debtor Administration.

#### Article 23

##### Entry into Force and Duration of the Detailed Regulations

The present Detailed Regulations shall come into force on the day on which the Parcel Post Agreement comes into force and shall have the same duration as the Agreement. The Administrations concerned shall, however, have the power by mutual consent to modify the details from time to time.

Done in duplicate and signed at Hong Kong on the 18th day of January 1961 and at Washington, the 2nd day of February, 1961.

[SEAL]

J EDWARD DAY  
*The Postmaster General of the  
United States of America*

C. G. FOLWELL  
*Acting Postmaster General  
of Hong Kong*

The foregoing Regulations of Execution for the Parcel Post Agreement between the United States of America and Hong Kong have been negotiated and concluded with my advice and consent and are hereby approved and ratified.

In testimony whereof, I have caused the seal of the United States to be hereunto affixed.

JOHN F KENNEDY

[SEAL]

By the President  
DEAN RUSK  
*Secretary of State*  
WASHINGTON, March 4, 1961.

# VIET-NAM

## Surplus Agricultural Commodities [<sup>1</sup>]

*Agreement signed at Saigon March 25, 1961;  
Entered into force March 25, 1961.  
With exchange of notes.*

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### AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF VIET-NAM UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

The Government of the United States of America and the Government of the Republic of Viet-Nam:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Considering that the purchase for piastres of surplus agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the piastres accruing from such purchases will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales of surplus agricultural commodities to Viet-Nam pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended,[<sup>2</sup>] (hereinafter referred to as the Act), and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

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<sup>1</sup> Also TIAS 4822, 4920; *post*, pp. 1112 and Part 3.

<sup>2</sup> 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

ARTICLE I*Sales for Piastres*

Subject to the issuance by the Government of the United States of America and acceptance by the Government of the Republic of Viet-Nam of purchase authorizations, the Government of the United States of America undertakes to finance the sale to purchasers authorized by the Government of the Republic of Viet-Nam, for piastres, of the following agricultural commodities determined to be surplus pursuant to the Act, in the amount indicated:

<i>Commodity</i>	<i>Amount</i>
Cotton	\$2,400,000
Ocean transportation (est. 50%)	100,000
<b>Total</b>	<b>\$2,500,000</b>

Application for purchase authorizations will be made within 90 calendar days after the effective date of this Agreement, except that application for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment or supplement to this Agreement will be made within 90 days after the effective date of such amendment or supplement. They will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the piastres accruing from such sale and other relevant matters.

ARTICLE II*Uses of Piastres*

The two Governments agree that the piastres accruing to the Government of the United States of America as a consequence of the sales made pursuant to this Agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the amounts shown:

1. For United States expenditures under sub-sections (a), (e), (f), (h) through (r) of Section 104 of the Act, or under any of such sub-sections, the piastre equivalent of \$1,250,000.
2. To procure military equipment, materials, facilities and services for the common defense in accordance with Section 104(c) of the Act, as amended, the piastre equivalent of \$1,250,000.

In the event the total piastres accruing to the Government of the United States of America, as a consequence of sales made pursuant to this Agreement, is less than the piastre equivalent of \$2,500,000, the

amount available for common defense purposes under Section 104(c) may be reduced by the amount of such difference; in the event the total piastre deposit exceeds the equivalent of \$2,500,000, 50 percent of the excess may be available for use of the Government of the United States of America under Section 104(f) and 50 percent may be available for any use or uses authorized by Section 104 as the Government of the United States may determine.

### ARTICLE III

#### *Deposit of Piastres*

Deposit of Vietnamese piastres to an account of the Government of the United States of America in the National Bank of Viet-Nam in payment of commodities and ocean transportation costs financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) shall be made at the rate of exchange for United States dollars generally applicable to import transactions (excluding imports granted preferential rate) in effect on the dates of the dollar disbursements by United States banks or by the Government of the United States of America as provided in the purchase authorizations.

### ARTICLE IV

#### *General Undertakings*

The Government of the Republic of Viet-Nam agrees that it will take all possible measures to prevent the resale or transshipment to other countries, or the use for other than domestic purposes (except where such resale, transshipment or use is specifically approved by the Government of the United States of America), of the surplus agricultural commodities purchased pursuant to the provisions of this Agreement, and to assure that the purchase of these commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States of America.

In carrying out this Agreement the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

The Government of the Republic of Viet-Nam agrees to furnish, upon request of the Government of the United States of America, information on the progress of the program, particularly with respect to arrivals and condition of commodities and information relating to exports of the same or a like commodity.

ARTICLE V*Consultation*

The two Governments will, upon the request of either of them, consult regarding any matter relating to the application of this Agreement or to the operation of arrangements carried out pursuant to this Agreement.

ARTICLE VI*Entry Into Force*

This Agreement shall enter into force upon signature.

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

Done at Saigon, this 25th day of March, 1961

FOR THE GOVERNMENT OF THE FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA REPUBLIC OF VIET-NAM

ELBRIDGE DURBROW

NGUYEN NGOC THO

*The American Ambassador to the Vietnamese Secretary of State for  
National Economy*

No. 148

SAIGON, March 25, 1961.

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between the United States of America and the Republic of Viet-Nam under Title I of the Agricultural Trade Development and Assistance Act, as amended, hereinafter referred to as the Act, which has been signed at Saigon today and is hereinafter referred to as "Agricultural Commodities Agreement," and to confirm the following supplementary understanding:

1. In addition to depositing piastres in payment of commodities and ocean freight as specified in Article III of the Agricultural Commodities Agreement, the Government of the Republic of Viet-Nam agrees to pay an amount of VN\$48,125,000 piastres into the account of the Government of the United States of America specified in the said Article III. This amount shall be paid in full at the same time as the first deposit of piastres is made pursuant to the said Article.
2. If between the date of signature of the Agricultural Commodities Agreement and the time when the payment of

VN\$48,125,000 piastres will become due, there should be a change in the Vietnamese exchange rate system, the amount of such payment shall be determined by mutual agreement.

3. In the event it is ultimately determined that the amount of sales, including ocean transportation, financed by the Government of the United States of America pursuant to Article I of the Agricultural Commodities Agreement is less than United States \$1,250,000, then the payment of the Government of the Republic of Viet-Nam described in the preceding paragraphs shall be reduced in the ratio which the amount of sales financed by the Government of the United States of America bears to the amount of \$1,250,000, and the Government of the United States of America will return to the Government of the Republic of Viet-Nam the difference between the payment so reduced and the amount paid pursuant to the preceding paragraphs.

4. For purposes of Sections 104(a) of the Act, the Government of the Republic of Viet-Nam will provide, upon request of the Government of the United States of America, facilities for the conversion into other non-dollar currencies of up to \$50,000 worth of piastres. These facilities for conversion will be utilized to finance agricultural market development activities in other countries.

5. With regard to paragraph 1 of Article II of the Agricultural Commodities Agreement, it is understood that the piastre equivalent of \$625,000, but not more than 25 percent of the currencies received under that Agreement, will be for loans to be made by the Export-Import Bank of Washington under Section 104(e) of the Act and for administrative expenses of the Export-Import Bank of Washington in Viet-Nam incident thereto. It is also understood that:

(a) Such loans under Section 104(e) of the Act will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in Viet-Nam for business development and trade expansion in Viet-Nam and to United States firms and Viet-Nam firms for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of and markets for United States agricultural products. In the event the piastres set aside for loans under Section 104(e) of the Act are not advanced within three years from the date of the Agricultural Commodities Agreement because the Export-Import Bank of Washington has not approved loans or because proposed loans have not been mutually agreeable to the Export-Import Bank of Washington and National Bank of Viet-Nam, the Government of the United States of America may use the piastres for any purpose authorized by Section 104 of the Act.

(b) Loans will be mutually agreeable to the Export-Import Bank of Washington and the Government of the Republic of Viet-Nam acting through the National Bank of Viet-Nam. The Governor of the National Bank of Viet-Nam, or his designate, will act for the Government of the Republic of Viet-Nam, and the President of the Export-Import Bank of Washington, or his designate, will act for the Export-Import Bank of Washington.

(c) Upon receipt of an application which the Export-Import Bank is prepared to consider, the Export-Import Bank will inform the National Bank of Viet-Nam of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan, and the general purposes for which the loan proceeds would be expended.

(d) When the Export-Import Bank is prepared to act favorably upon an application it will so notify the National Bank of Viet-Nam and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to those prevailing in Viet-Nam on comparable loans and the maturities will be consistent with the purposes of the financing.

(e) Within sixty days after the receipt of notice that the Export-Import Bank is prepared to act favorably upon an application the National Bank of Viet-Nam will indicate to the Export-Import Bank whether or not the National Bank of Viet-Nam has any objection to the proposed loan. Unless within the sixty-day period the Export-Import Bank has received such a communication from the National Bank of Viet-Nam it shall be understood that the National Bank of Viet-Nam has no objection to the proposed loan. When the Export-Import Bank approves or declines the proposed loan, it will notify the National Bank of Viet-Nam.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of the Republic of Viet-Nam, the Government of the United States of America will consider that this note and your reply thereto constitute an Agreement between the two Governments on this subject, which shall enter into force on the date of your note in reply.

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

ELBRIDGE DURBROW

His Excellency

NGUYEN NGOC THO,

*Vice President of the Republic of Viet-Nam*

*and Secretary of State for National Economy,  
Saigon.*

*The Vietnamese Secretary of State for National Economy to the  
American Ambassador*

RÉPUBLIQUE DU VIỆT-NAM

—  
VICE-PRÉSIDENCE

N° 239-PT/VP

SAIGON, le 25 Mars 1961

HIS EXCELLENCY,

I have the honor to acknowledge the receipt of your Note No. 148 under date of March 25, 1961, which reads as follows :

"Excellency,

I have the honor to refer to the Agricultural Commodities Agreement between the United States of America and the Republic of Viêt-Nam under Title I of the Agricultural Trade Development and Assistance Act, as amended, hereinafter referred to as the Act, which has been signed at Saigon today and is hereinafter referred to as "Agricultural Commodities Agreement," and to confirm the following supplementary understanding :

1. In addition to depositing piastres in payment of commodities and ocean freight as specified in Article III of the Agricultural Commodities Agreement, the Government of the Republic of Viêt-Nam agrees to pay an amount of VN\$ 48,125,000 piastres into the account of the Government of the United States of America specified in the said Article III. This amount shall be paid in full at the same time as the first deposit of piastres is made pursuant to the said Article.

2. If between the date of signature of the Agricultural Commodities Agreement and the time when the payment of VN\$ 48,125,000 piastres will become due, there should be a change in the Vietnamese exchange rate system, the amount of such payment shall be determined by mutual agreement.

3. In the event it is ultimately determined that the amount of sales, including ocean transportation, financed by the Government of the United States of America pursuant to Article I of the Agricultural Commodities Agreement is less than United States \$ 1,250,000, then the payment of the Government of the Republic of Viêt-Nam described in the preceding paragraphs shall be reduced in the ratio which the amount of sales financed by the Government of the United States of America bears to the amount of \$ 1,250,000, and the Government of the United States of America will return to the Government of the Republics of Viêt-Nam the difference between the payment so reduced and the amount paid pursuant to the preceding paragraphs.

4. For purposes of Sections 104(a) of the Act, the Government of the Republic of Viêt-Nam will provide, upon request of the Gov-

ernment of the United States of America, facilities for the conversion into other non-dollar currencies of up to \$ 50,000 worth of piastres. These facilities for conversion will be utilized to finance agricultural market development activities in other countries.

5. With regard to paragraph I of Article II of the Agricultural Commodities Agreement, it is understood that the piastre equivalent of \$625,000, but not more than 25 percent of the currencies received under that Agreement, will be for loans to be made by the Export-Import Bank of Washington under Section 104(e) of the Act and for administrative expenses of the Export-Import Bank of Washington in Viêt-Nam incident thereto. It is also understood that :

(a) Such loans under Section 104(e) of the Act will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in Viêt-Nam for business development and trade expansion in Viêt-Nam and to United States firms and Viêt-Nam firms for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of and markets for United States agricultural products. In the event the piastres set aside for loans under Section 104(e) of the Act are not advanced within three years from the date of the Agricultural Commodities Agreement because the Export-Import Bank of Washington has not approved loans or because proposed loans have not been mutually agreeable to the Export-Import Bank of Washington and National Bank of Viêt-Nam, the Government of the United States of America may use the piastres for any purpose authorized by Section 104 of the Act.

(b) Loans will be mutually agreeable to the Export-Import Bank of Washington and the Government of the Republic of Viêt-Nam acting through the National Bank of Viêt-Nam. The Governor of the National Bank of Viêt-Nam, or his designate, will act for the Government of the Republic of Viêt-Nam, and the President of the Export-Import Bank of Washington, or his designated, will act for the Export-Import Bank of Washington.

(c) Upon receipt of an application which the Export-Import Bank is prepared to consider, the Export-Import Bank will inform the National Bank of Viêt-Nam of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan, and the general purposes for which the loan proceeds would be expended.

(d) When the Export-Import Bank is prepared to act favorably upon an application it will so notify the National Bank of Viêt-Nam and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to those prevailing in Viêt-Nam on comparable loans and the maturities will be consistent with the purposes of the financing.

(e) Within sixty days after the receipt of notice that the Export-Import Bank is prepared to act favorably upon an application the National Bank of Viêt-Nam will indicate to the Export-Import Bank whether or not the National Bank of Viêt-Nam has any objection to the proposed loan. Unless within the sixty-day period the Export-Import Bank has received such a communication from the National Bank of Viêt-Nam it shall be understood that the National Bank of Viêt-Nam has no objection to the proposed loan. When the Export-Import Bank approves or declines the proposed loan, it will notify the National Bank of Viêt-Nam.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of the Republic of Viêt-Nam, the Government of the United States of America will consider that this note and your reply thereto constitute an Agreement between the two Governments on this subject, which shall enter into force on the date of your note in reply.

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

In reply, I have the honor to inform you that the foregoing provisions are acceptable to the Government of the Republic of Viêt-Nam and to confirm that this exchange of notes constitutes an Agreement between the two Governments on this subject, which shall enter into force today.

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

[SEAL]

NGUYEN NGOC THO  
Nguyen-Ngoc-Tho  
Vice-President  
*of The Republic of Viêt-Nam*  
*Secretary of State*  
*for National Economy.*

His Excellency  
THE AMBASSADOR OF UNITED STATES  
OF AMERICA

# ICELAND

## Surplus Agricultural Commodities [<sup>1</sup>]

*Agreement, with memorandum of understandings,  
Signed at Reykjavik April 7, 1961;  
Entered into force April 7, 1961.*

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### AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF ICELAND UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

The Government of the United States of America and the Government of Iceland:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Considering that the purchase for kronur of surplus agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the kronur accruing from such purchase will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales, as specified below, of surplus agricultural commodities to Iceland pursuant to Title I of the Agricultural Trade Development and Assistance Act,[<sup>2</sup>] as amended, (hereinafter referred to as the Act) and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

#### ARTICLE I

##### *SALES FOR KRONUR*

1. Subject to the availability of commodities for programming under the Act and to issuance by the Government of the United States

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<sup>1</sup> Also TIAS 4827, 4878; *post*, pp. 1161, 1646.

<sup>2</sup> 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

of America and acceptance by the Government of Iceland of purchase authorizations, the Government of the United States of America undertakes to finance the sales for kronur to purchasers authorized by the Government of Iceland of the following agricultural commodities determined to be surplus pursuant to the Act, in the amounts indicated:

<i>Commodity</i>	<i>Export Market Value (thousands)</i>
Wheat/wheat flour	\$ 600
Cracked corn/cornmeal	200
Barley/barleymeal	200
Rice	20
Tobacco/tobacco products	500
Soybean/cottonseed oil	100
Fresh lemons and lemon juice	20
Ocean transportation (est)	100
 Total	 \$ 1,740

2. Applications for purchase authorizations will be made within 90 calendar days after the effective date of this Agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment or supplement to this Agreement will be made within 90 days after the effective date of such amendment or supplement. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the kronur accruing from such sale, and other relevant matters.

3. It is understood that the sale of agricultural commodities under this Agreement is not intended to increase the availability of these or like commodities for export and is made on the condition that no exports of such commodities will be made from Iceland during the period that the commodities are being imported and utilized.

## ARTICLE II

### *USES OF KRONUR*

1. The two Governments agree that the kronur accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the amounts shown:

a. For United States expenditures under subsections (a), (b), (c), (d), (f), and (h) through (r) of Section 104 of the Act or under any of such subsections, the kronur equivalent of \$435,000.

b. For a loan to the Government of Iceland under subsection (g) of Section 104 of the Act, the kronur equivalent of not more than \$1,305,000 for financing such projects to promote economic development, including projects not heretofore included in plans of the Government of Iceland, as may be mutually agreed. In the event that agreement is not reached on the use of local currency set aside for loans under this paragraph within three years from the date of this agreement, the Government of the United States may use the local currency for any other purposes authorized by Section 104 of the Act.

2. In the event the total kronur accruing to the Government of the United States of America as a consequence of sales made pursuant to this agreement is less than the equivalent of \$1.74 million, the amount available for loans to the Government of Iceland under Section 104(g) will be reduced by the amount of such difference; in the event the total kronur deposit exceeds the equivalent of \$1.74 million, 75 percent of the excess will be available for a loan under Section 104(g), and 25 percent for any use or uses authorized by Section 104 as the Government of the United States of America may determine.

### ARTICLE III

#### *DEPOSIT OF KRONUR*

The deposit of kronur to the account of the Government of the United States of America in payment for the commodities and for ocean transportation costs financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) shall be made at the rate of exchange for United States dollars generally applicable to import transactions (excluding imports granted a preferential rate) in effect on the dates of dollar disbursement by United States banks, or by the Government of the United States of America, as provided in the purchase authorizations.

### ARTICLE IV

#### *GENERAL UNDERTAKINGS*

1. The Government of Iceland agrees that it will take all possible measures to prevent the resale or transshipment to other countries, or the use for other than domestic purposes (except where such resale, transshipment or use is specifically approved by the Government of the United States of America), of the surplus agricultural commodities purchased pursuant to the provisions of this Agreement, and to assure that the purchase of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States of America.

2. The two Governments agree that they will take reasonable precautions to assure that all sales or purchases of surplus agricultural commodities, pursuant to the Agreement, will not unduly disrupt world prices of agricultural commodities, displace usual marketings of the United States of America in these commodities, or disrupt normal patterns of commercial trade with friendly countries.

3. In carrying out this Agreement, the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Government of Iceland agrees to furnish, upon request of the United States of America, information on the progress of the program, particularly with respect to arrivals and conditions of commodities and the provisions for the maintenance of usual marketings, and information relating to exports of the same or like commodities.

#### ARTICLE V

##### *CONSULTATION*

The two Governments will, upon the request of either of them, consult regarding any matter relating to the application of this Agreement or to the operation of arrangements carried out pursuant to this Agreement.

#### ARTICLE VI

##### *ENTRY INTO FORCE*

The Agreement shall enter into force upon signature.

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

DONE at Reykjavik this seventh day of April, 1961.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:

TYLER THOMPSON

FOR THE GOVERNMENT OF  
ICELAND:

GUDM. I. GUDMUNDSSON

#### Memorandum

The following understandings were reached in the course of negotiations between representatives of the Governments of the United States and of Iceland with respect to the maintenance of usual marketings in Iceland of commodities sold under the Agricultural Commodities Agreement, signed today, and to other undertakings of the Government of Iceland on which this Agreement is based.

1. The Government of Iceland will provide facilities for Icelandic importers to purchase, during calendar year 1961, at least 1,500 tons of wheat and/or wheat flour from the United States and other friendly countries in order to maintain its usual marketings.

In addition, at least the following amounts of commodities will be imported from the United States during calendar year 1961 and financed from funds other than those provided for in the Agreement:

Feed and feed grains	10,000 metric tons
Tobacco and Tobacco Products	\$390,000
Soybean and/or Cottonseed Oil	100 metric tons

2. The Government of Iceland undertakes not to resell to third countries or permit to be resold to third countries any grains, fruit, or tobacco acquired from foreign countries during calendar year 1961.

3. It is understood that the Government of Iceland may, at its discretion, arrange for the processing in the United States at its own expense of any leaf tobacco, and for the grinding of barley.

4. The Government of Iceland agrees, upon request of the United States Government, to convert the kronur equivalent of up to \$35,000 of the amount of kronur deposits reserved for United States uses into other non-dollar currencies for agricultural market development projects in countries where Title I local currency funds are not available or are inadequate.

5. The Government of Iceland gives assurances that any taxes collected in connection with the import of commodities under this agreement will not be used for export promotion.

6. The Government of Iceland undertakes to keep the United States Embassy informed as to the operations of the program and in particular, to supply the same information as to arrivals and unloadings of commodities by ship, assurances regarding re-export, and progress in meeting usual marketing requirements, as was supplied under the 1960 program.

7. With respect to paragraph 1(b) of Article II, the two Governments agree to follow the procedures in effect for the Agricultural Commodities Agreement of March 3, 1959,[<sup>1</sup>] and, specifically, those referred to in paragraph 7 of the Memorandum of Understanding attached to that Agreement.

T. T.

G. I. G.

<sup>1</sup> TIAS 4185; 10 UST 206.

# PERU

## Defense: Loan of Vessel

*Agreement effected by exchange of notes  
Signed at Washington December 27 and 28, 1960;  
Entered into force December 28, 1960.*

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*The Secretary of State to the Peruvian Ambassador*

DEPARTMENT OF STATE  
WASHINGTON  
December 27, 1960

EXCELENCY:

I have the honor to refer to the Agreement between our two Governments effected by an exchange of notes signed at Lima on February 12 and 26, 1960, [<sup>1</sup>] which provides for the loan of naval vessels by the Government of the United States of America to the Government of the Republic of Peru.

I have been authorized to inform you that the Government of the United States of America is now prepared to make available from the reserve fleet on a loan basis the following additional vessel pursuant to your Government's request:

1 destroyer of the "Lavalette"  
(ex-"Fletcher") class.

I have the honor to propose the following understandings on this subject:

1. The destroyer described above is loaned to the Government of the Republic of Peru under the terms and conditions of the Agreement effected by an exchange of notes signed at Lima on February 12 and 26, 1960, and is added to the annex thereof.

2. In addition to the terms and conditions contained in the above-mentioned Agreement, the following terms and conditions shall also be applicable to the destroyer loaned pursuant hereto:

a. The Government of the Republic of Peru agrees to pay the Government of the United States of America (1) the cost of such outfitting, repairs, and overhauling or rehabilitation as may

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<sup>1</sup> TIAS 4602; 11 UST 2254.

be requested by the Government of the Republic of Peru and furnished by the Government of the United States of America to render the destroyer operable, and (2) the fair value and installation costs of any equipment or material which is placed on board at the request of the Government of the Republic of Peru and which is additional to or substituted for normal allowances. The Government of the Republic of Peru agrees that any and all such payments to the Government of the United States of America shall be in accordance with the Mutual Security Act of 1954, acts amendatory and supplementary thereto, [1] and appropriation acts thereunder.

b. If the destroyer is returned to the Government of the United States of America at its request prior to the expiration of the initial five year period provided for, the Government of the United States of America will consult with the Government of the Republic of Peru with respect to such compensation to the Government of the Republic of Peru for costs paid by the latter Government pursuant to paragraph 2a of this note as may be authorized by the laws of the United States in effect at that time.

c. To the extent that outfitting, repairs, overhauling or rehabilitation to render this destroyer operable takes place subsequent to delivery to the Government of the Republic of Peru, that Government undertakes, in connection with paragraph 7 of the Agreement effected by an exchange of notes signed at Lima on February 12 and 26, 1960, to return the destroyer and its equipment and appliances in the same condition, reasonable wear and tear excepted, as when such outfitting, repairs, overhauling or rehabilitation was completed.

I further have the honor to propose that if the foregoing understandings are acceptable to your Government, this note and Your Excellency's note in reply concurring therein shall constitute an Agreement between our two Governments that this destroyer is loaned to the Government of the Republic of Peru on the terms and conditions provided hereunder, and the present Agreement shall enter into force on the date of your reply.

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

For the Secretary of State:  
WYMBERLEY DE R. COERR

His Excellency  
FERNANDO BERCKEMEYER,  
*Ambassador of Peru.*

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<sup>1</sup> 22 U.S.C. § 1750 note.

*The Peruvian Ambassador to the Secretary of State*PERUVIAN EMBASSY  
WASHINGTON 6, D.C.

No. 5-3-M/201

DECEMBER 28, 1960

## EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's note dated December 27, 1960, the text of which reads as follows:

"I have the honor to refer to the Agreement between our two Governments effected by an exchange of notes signed at Lima on February 12 and 26, 1960, which provides for the loan of naval vessels by the Government of the United States of America to the Government of the Republic of Peru.

"I have been authorized to inform you that the Government of the United States of America is now prepared to make available from the reserve fleet on a loan basis the following additional vessel pursuant to your Government's request: 1 destroyer of the "LAVALETTE" (ex-"FLETCHER") class.

"I have the honor to propose the following understandings on this subject:

"1. The destroyer described above is loaned to the Government of the Republic of Peru under the terms and conditions of the Agreement effected by an exchange of notes signed at Lima on February 12 and 26, 1960, and is added to the annex thereof.

"2. In addition to the terms and conditions contained in the above-mentioned Agreement, the following terms and conditions shall also be applicable to the destroyer loaned pursuant hereto:

"a. The Government of the Republic of Peru agrees to pay the Government of the United States of America (1) the cost of such outfitting, repairs, and overhauling or rehabilitation as may be requested by the Government of the Republic of Peru and furnished by the Government of the United States of America to render the destroyer operable, and (2) the fair value and installation costs of any equipment or material which is placed on board at the request of the Government of the Republic of Peru and which is additional to or substituted for normal allowances. The Government of the Republic of Peru agrees that any and all such payments to the Government of the United States of America shall be in accordance with the Mutual Security Act of 1954, acts amendatory and supplementary thereto, and appropriation acts thereunder.

"b. If the destroyer is returned to the Government of the United States of America at its request prior to the expiration of the initial five year period provided for, the Government of the United States of America will consult with the Government of the Republic of Peru with respect to such compensation to the Govern-

ment of the Republic of Peru for costs paid by the latter Government pursuant to paragraph 2a of this note as may be authorized by the laws of the United States in effect at that time.

"c. To the extent that outfitting, repairs, overhauling or rehabilitation to render this destroyer operable takes place subsequent to delivery to the Government of the Republic of Peru, that Government undertakes, in connection with paragraph 7 of the Agreement effected by an exchange of notes signed at Lima on February 12 and 26, 1960, to return the destroyer and its equipment and appliances in the same condition, reasonable wear and tear excepted, as when such outfitting, repairs, overhauling or rehabilitation was completed.

"I further have the honor to propose that if the foregoing understandings are acceptable to your Government, this note and Your Excellency's note in reply concurring therein shall constitute an Agreement between our two Governments that this destroyer is loaned to the Government of the Republic of Peru on the terms and conditions provided hereunder, and the present Agreement shall enter into force on the date of your reply."

In reply, I further have the honor to inform Your Excellency of the concurrence of the Peruvian Government in the foregoing; and therefore this note and Your Excellency's note dated December 27, 1960, shall be regarded as constituting an Agreement between our two Governments which shall enter into force today.

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

F BERCKEMEYER

His Excellency

CHRISTIAN A. HERTER

*Secretary of State*

*Washington, D.C.*

# POLAND

## Surplus Property

*Agreement regarding purchase by Poland of surplus property prior to January 1, 1948;*

*Signed at Washington April 22, 1946;*

*Entered into force April 22, 1946.*

*Protocol implementing paragraph 6 of the agreement of April 22, 1946;*

*Signed at Warsaw September 17, 1947;*

*Entered into force September 17, 1947.*

*Agreement extending the period under the agreement of April 22, 1946;*

*Signed at Paris December 10 and 31, 1947;*

*Entered into force December 31, 1947.*

*Agreement regarding payment of arrearages*

*Effectuated by exchange of notes*

*Signed at Warsaw March 20, 1961;*

*Entered into force March 20, 1961.*

DUPPLICATE ORIGINAL

22 APRIL 1946

His Excellency OSKAR LANGE  
*Ambassador of Poland*  
2640 16th Street, NW  
Washington, D.C.

MY DEAR MR. AMBASSADOR:

Representatives of your Government have expressed an interest in the purchase of United States surplus property. I am glad to inform you that the Office of The Foreign Liquidation Commissioner has surplus property available which may be acquired by your Government. The quantities and types of such surplus property, the prices thereof and other terms of sale, including provisions for exchanges of property, are matters for agreement between the Office of the Foreign Liquidation Commissioner, or its Field Commissioners, and the representatives of your Government. For the purposes of any purchases which are made by your Government prior to January 1, 1948 of surplus property made available by the Office of the Foreign Liquidation Commissioner, we would be willing to extend a line of credit to your Government for an aggregate amount not in excess of \$50,000,000, subject to the following conditions and terms of payment:

(1) A sum in United States dollars, equal to the total purchase price of individual sales of such surplus property shall be paid in twenty-five (25) equal annual installments beginning on July 1, 1952 and continuing thereafter on July 1, of each year up to and including July 1, 1976, subject to the provisions of paragraphs (4), (5) and (6) of this letter.

(2) Interest shall accrue from the respective dates specified in the individual sales contracts for the taking of delivery by the Government of Poland, and shall be paid on the outstanding unpaid balance of the total purchase price. The rate of interest shall be two and three-eighths percent (2 3/8%) per annum, payable on July 1 of each year, the first payment to be made on July 1, 1947.

(3) Except as otherwise provided herein, all payments of principal and interest shall be made in United States dollars to the Treasurer of the United States, through the Federal Reserve Bank of New York.

(4)(a) In the event the Government of the United States wishes to receive local currency of the Government of Poland for the payment of any or all expenditures in Poland of the Government of the United States and its agencies, the Government of the United States may request at any time or times, and the Government of Poland agrees to furnish at such time or times, Polish currency at an exchange rate as provided in sub-paragraph (4)(b), in any amount not in excess of the net outstanding balance of principal (whether or not then due in United States dollars) plus interest (then due in United States dollars) payable under the terms of this letter: provided, however, that except by mutual agreement between the Government of the United States

and the Government of Poland, the Government of the United States shall not be entitled to receive in any single calendar year under the terms of this paragraph (4) and paragraph (6) any local currency or property the combined total value of which is in excess of \$2,000,000. In the event that local currency is received by the Government of the United States under the terms of this paragraph, the United States dollar equivalent of the amount received shall be credited first to past due interest, if any, and then pro rata to all remaining unpaid installments of principal.

(4)(b) The exchange rate shall be that established by the International Monetary Fund, provided that, if no such rate exists, the rate shall be that rate most favorable to the United States which was used in any Polish Government transactions with any party during the preceding twelve months period.

(5) The Government of Poland may anticipate the payment, in United States dollars, of any installment of principal, or any part thereof, provided that this right of anticipation may not be exercised when any installment of principal or interest is past due and unpaid.

(6) When the Government of the United States wishes to acquire any property, real or personal, tangible or intangible, or to improve any property in which it has interest, at the expense of the Government of Poland, the Government of the United States will request at any time or times and the Government of Poland agrees at any such time or times to enter into negotiations with the Government of the United States and to use its best efforts to consummate without any undue delay appropriate contracts by mutual agreement wherein the Government of Poland will furnish to the Government of the United States the properties or improvements it desires or which its representatives have selected. Representatives of the Government of the United States may at their discretion conduct discussions directly with owners of property or with contractors for improvements as to fair terms and price prior to the acquisition of such property or improvements by the Government of Poland for delivery to the Government of the United States. When performance of any such contract is made by the Government of Poland, the Government of the United States shall credit the Government of Poland with the United States dollar equivalent of the fair value received at an exchange rate as provided in sub-paragraph (4)(b), such credit being applied first to past due interest, if any, and then pro rata to all remaining unpaid installments of principal. The total value of property to be delivered by the Government of Poland in any calendar year shall be subject to the annual limitation specified in sub-paragraph 4(a).

(7) If these terms are agreeable to your Government it is requested that you indicate its acceptance thereof by signing and returning to me the enclosed duplicate original of this letter. When this has been done I shall inform my Field Commissioners as to the terms in order that they may be appropriately incorporated or referred to in any contracts for the sale or exchange of surplus property which may

be executed between my Field Commissioners and representatives of your Government.

As we have explained in our informal discussions with representatives of your Government, the purpose of this letter is to facilitate our surplus property transactions by arriving at an overall understanding as to a maximum line of credit, credit terms and exchanges of property.

My letter to you dated February 7, 1946 regarding a dollar credit agreement for surplus property sales is hereby withdrawn.

Sincerely yours,

THOMAS B. McCABE

Thomas B. McCabe

*Special Assistant to the Secretary of State  
and Foreign Liquidation Commissioner*

The terms of the foregoing letter are hereby accepted.

OSKAR LANGE

(Date) April 22, 1946

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Protocol between the Government of Poland And the Government of the United States of America Concerning the Implementation of Paragraph Six of the Surplus Property Agreement Entered into by the Governments of Poland and the United States of America at Washington On April 22, 1946

With reference to the provisions of the Surplus Property Agreement entered into by the Governments of the United States and Poland at Washington on April 22, 1946,<sup>[1]</sup> the contracting parties agree to the following terms in connection with the implementation of the foregoing Agreement:

1) If the Government of the United States shall acquire the use of EITHER BY FEE OR LEASE any real property in Warsaw the Embassy of the United States in Warsaw shall so notify the Ministry of Finance in Warsaw transmitting the original or a certified copy of the PURCHASE OR LEASE agreement, which shall contain precise data as to the amount and date or dates of payment of the agreed purchase price OR RENTAL of the property in question.

2) In the event an agreement is entered into for the repair, RENOVATION OR CONSTRUCTION OF PROPERTY OWNED OR LEASED OR TO BE OWNED OR LEASED BY THE GOVERNMENT OF THE UNITED STATES, the Embassy of the United States will also submit to the Ministry of Finance the original or a certified copy of the agreement with the con-

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<sup>1</sup> *Ante*, p. 369.

tractor which shall show the total value of the contract and the terms of payment. IN THE EVENT THAT NO FORMAL AGREEMENT EXISTS, THEN THE EMBASSY SHALL SUBMIT TO THE MINISTRY OF FINANCE CERTIFIED COPIES OF BILLS FOR WORK OR SERVICES PERFORMED.

3) IT IS AGREED THAT COSTS CHARGEABLE BY THE EMBASSY OF THE UNITED STATES UNDER THIS PROTOCOL FOR THE PURPOSES DESCRIBED IN PARAGRAPHS 1 AND 2 MAY INCLUDE:

1. UNITED STATES EMBASSY ARCHITECTS' AND ENGINEERS' FEES.
2. LEGAL CHARGES, NOTARIAL FEES, LAND TRANSFER TAX, STAMP TAX.
3. COSTS INVOLVED IN REMOVAL OF TENANTS.
4. EQUIPMENT PURCHASED LOCALLY.
5. ALL OTHER AUXILIARY COSTS AND CHARGES PAYABLE IN ZLOTYS.
6. ALL BACK CHARGES BY THE GOVERNMENT OF POLAND OR OTHERS ON PROPERTY OCCUPIED OR LEASED BY THE UNITED STATES EMBASSY IF PAYABLE IN ZLOTYS AND IF APPROVED AND ACCEPTED BY THE UNITED STATES EMBASSY!

4) The Government of Poland shall place at the disposal of the Government of the United States through the United States Embassy in Warsaw the amounts in Polish currency required for the payment of contracts and bills submitted to the Ministry of Finance in accordance with paragraphs 1, 2, and 3 of this Protocol.

5) The total sum in Polish currency placed at the disposal of the Government of the United States in accordance with paragraph 7 of this Protocol will not exceed in any one calendar year the equivalent in Polish currency as defined below in paragraph 7 of \$ 2,000,000 in accordance with the limitation contained in sub-paragraph 4a of the Surplus Property Agreement of April 22, 1946.

6) IT IS AGREED THAT UPON THE SIGNATURE OF THE PRESENT PROTOCOL, THE POLISH MINISTRY OF FINANCE WILL DEPOSIT TO THE ACCOUNT OF THE UNITED STATES EMBASSY IN WARSAW ZLOTY FUNDS IN AMOUNTS REQUESTED BY THE UNITED STATES EMBASSY IN WARSAW NOT TO EXCEED THE AMOUNT TO WHICH THE UNITED STATES GOVERNMENT MAY BE ENTITLED UNDER THE PROVISIONS OF PARAGRAPHS 5 AND 7 OF THIS PROTOCOL FOR ANY ONE CALENDAR YEAR, IT BEING UNDERSTOOD HOWEVER THAT THE UNITED STATES GOVERNMENT WILL CREDIT THE POLISH GOVERNMENT UNDER THE SURPLUS PROPERTY AGREEMENT WITH DOLLARS CONVERTED IN ACCORDANCE WITH THE PROCEDURE DESCRIBED BELOW IN PARAGRAPH 7 ONLY AGAINST SUCH WITHDRAWALS OF ZLOTYS AS ARE MADE FROM TIME TO TIME BY THE UNITED STATES EMBASSY IN WARSAW FROM THE DEPOSITS OF ZLOTY FUNDS DESCRIBED ABOVE.

7) The sums in Polish currency placed at the disposal of the United States Government under this Protocol shall be credited by the United States Government to the Polish Government in dollars. The conversion rate to be used shall be 100 zlotys to 1 dollar supplemented by an addition of 300 zlotys for each dollar, this supplement

to be granted by the Government of Poland to offset the abnormally high construction costs in Warsaw. This supplement shall apply to this Protocol only, shall not constitute a precedent, and shall be considered as having no connection with the rate of exchange.

8) In the event that the DOLLAR-ZLOTY RATE OF EXCHANGE IS ESTABLISHED IN ACCORDANCE WITH PARAGRAPH 4b OF THE SURPLUS PROPERTY AGREEMENT, the provisions of paragraph 7 of this Protocol will become inoperative and conversion of zlotys into dollars will be in accordance with the rate of exchange so established; provided, however, that if this rate is less advantageous to the Government of the United States than the procedure described in paragraph 7 of this Protocol, the Government of Poland shall grant the Government of the United States, under a similar arrangement to that described in paragraph 7 of this Protocol, a supplement to offset abnormal construction costs in Warsaw so that the net sum received will not be less than 400 zlotys for each dollar.

9) IT IS MUTUALLY AGREED THAT THE PRESENT PROTOCOL MAY BE CANCELLED BY EITHER CONTRACTING PARTY ON THIRTY DAYS' NOTICE, EXCEPTING AS TO CONTRACTS ALREADY ENTERED INTO AND FOR WHICH FUNDS ARE NOT ALREADY ON DEPOSIT.

NOWICKI ZYGMUNT

EDWARD S. CROCKER

WARSAW, September 17, 1947.

UNITED STATES OF AMERICA  
OFFICE OF THE FOREIGN LIQUIDATION COMMISSIONER  
Headquarters, Central Field Commissioner for Europe  
28, avenue d'Iena, Paris XVI, France

DECEMBER 10, 1947

THE MINISTER OF FINANCE  
*Government of Poland*  
*Warsaw, Poland.*

DEAR MR. MINISTER:

Reference is made to the Letter of Credit Agreement dated 22 April 1946 between the Government of the United States and the Government of Poland which provides for the purchase of surplus property made available by the Office of the Foreign Liquidation Commissioner prior to 1 January 1948.

I take this occasion to inform you that, although no final decision has yet been reached as to the prolongation of the period for purchase of surplus property, my government has authorized me to inform you that it is now willing to extend this period to 31 January 1948.

subject to the same terms and conditions as stated in the present credit agreement dated 22 April 1946. It is hoped that this limited extension will provide ample opportunity to complete consideration of any further extension of the period during which surplus property may be made available by the Office of the Foreign Liquidation Commissioner.

If these terms are agreeable to your government, it is requested that you indicate the acceptance of your government by signing and returning to me the inclosed duplicate original of this letter.

Sincerely yours,

CLYDE L HYSSONG

Clyde L. Hyssong

*Maj. Gen. USA*

*Central Field Commissioner for Europe*

The Terms of the foregoing  
letter are hereby accepted.

K. DABROWSKI

(Name) (K. Dabrowski)

(Title) *Minister of Finance  
of the Republic of Poland*

(Date) WARSAW, December 31, 1947

*The American Ambassador to the Director-General, Polish Ministry  
of Finance*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
No. 514  
Warsaw, March 20, 1961.

EXCELLENCY:

I have the honor to refer to the negotiations which have been conducted between the representatives of the Government of the United States of America and the Government of the Polish People's Republic relative to the payment by the Polish Government of the difference in repaying the principal of the Surplus Property Agreement dated April 22, 1946 [¹] which arose as a result of different methods of book-keeping by the Ministry of Finance of the Polish People's Republic and the Treasury Department of the United States of America.

After reciprocal examination of the documentation it has been agreed that this difference amounts to \$1,901,963.15 calculated as of July 15, 1960.

<sup>1</sup> *Ante*, p. 369.

It has been agreed that the Government of Poland will, in addition to the regular annual installments of principal and interest required under the Agreement of April 22, 1946, pay this difference to the Government of the United States of America in seven annual installments in the amount of \$271,709.02 plus interest beginning July 1, 1961 and on July 1 of each year thereafter to July 1, 1967 inclusive with the exception that the payment on July 1, 1967 will be \$271,709.03 plus interest. All payments will be in U.S. dollars and, in accordance with the Agreement of April 22, 1946, interest at the rate of 2% percent per annum will accrue on the unpaid balance.

It has been agreed that in making payments against the difference plus the regular annual installments of principal and interest, the Government of Poland will identify the amounts separately.

It is, of course, understood that at its option the Government of Poland may pre-pay installments or any part thereof.

The foregoing agreements and arrangements do not modify or affect in any way the provisions of the Agreement of April 22, 1946.

I have the honor to propose that this note and the reply of the Government of Poland shall be regarded as constituting an agreement between our two governments with effect as from today's date.

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

JACOB D. BEAM

His Excellency

HENRYK KOTLICKI,

Director-General,

Ministry of Finance,

Warsaw.

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*The Director-General, Polish Ministry of Finance, to the  
American Ambassador*

WARSZAWA, 20 marca 1961 r.

EKSCELENCO,

Mam zaszczyt potwierdzić odbiór Państwkiej noty z dnia dzisiejszego, której tekst jest następujący:

“Mam zaszczyt nawiązać do rozmów, które zostały przeprowadzone pomiędzy przedstawicielami Rządu Polskiej Rzeczypospolitej Ludowej i Rządu Stanów Zjednoczonych Ameryki, odnośnie zapłacenia przez Rząd Polski różnicy w spłacie kapitału z układu o kredycie demobilowym /Surplus Property Agreement/ z dnia 22 kwietnia 1946 r., powstałej wskutek odmiennych metod księgowania stosowanych przez Ministerstwo Finansów Polskiej Rzeczypospolitej Ludowej i przez Departament Skarbu Stanów Zjednoczonych Ameryki.

Po wzajemnym zbadaniu dokumentacji uzgodniono, że wysokość różnicy wynosi \$ USA 1.901.963,15 obliczonej na dzień 15 lipca 1960 r.

Uzgodniono, że Rząd Polski zapłaci poza normalnymi rocznymi ratami na kapitał i odsetki, wymaganymi na zasadzie układu z dnia 22 kwietnia 1946 r., tę różnicę Rządowi Stanów Zjednoczonych Ameryki w siedmiu rocznych ratach w wysokości \$ 271.709,02 każda wraz z odsetkami, poczynając od dnia 1 lipca 1961 r. i w dniu 1 lipca każdego roku po tej dacie aż do dnia 1 lipca 1967 r. włącznie z tym, że wpłata w dniu 1 lipca 1967 r. wyniesie kwotę \$ 271.709,03 wraz z odsetkami. Wszystkie wpłaty dokonywane będą w dolarach Stanów Zjednoczonych, i – stosownie do układu z dnia 22 kwietnia 1946 r. – od niezapłaconego salda narastać będą odsetki według stopy 2 3/8 procent rocznie.

Uzgodniono, że przy dokonywaniu wpłat na poczet różnicy oraz na normalne roczne raty kapitału i odsetek, Rząd Polski będzie określał tytuły tych wpłat oddzielnie.

Rozumie się oczywiście, że Rządowi Polskiemu pozostawia się prawo przedterminowej spłaty poszczególnych rat względnie jakiejkolwiek ich części.

Powыższe uzgodnienia i ustalenia nie zmieniają ani nie oddziałują w żaden sposób na postanowienia układu z dnia 22 kwietnia 1946 r.

Mam zaszczyt zaproponować, aby niniejsza nota oraz odpowiedź Rządu Polskiego były uważane jako stanowiące porozumienie pomiędzy naszymi obydwoma rządami z mocą obowiązującą od dnia dzisiejszego”.

Mam zaszczyt zakomunikować, że Rząd Polski akceptuje propozycję Pana, aby niniejsza nota i odpowiedź Rządu Polskiego na nią były uważane jako stanowiące porozumienie pomiędzy naszymi obydwoma rządami z mocą obowiązującą od dnia dzisiejszego.

Proszę przyjąć, Ekscelencjo, ponowne zapewnienia mego najwyższego poważania.

H KOTLICKI

Jego Ekscelencja

JACOB D. BEAM

*Ambasador Stanów Zjednoczonych  
w Warszawie*

### *Translation*

WARSAW, March 20, 1961

EXCELLENCY:

I have the honor to confirm the receipt of your note of this date, the text of which is as follows:

[For the English language text of the note, see *ante*, p. 374.]

I have the honor to communicate that the Government of Poland accepts your proposal that this note and the reply of the Government

of Poland shall be regarded as constituting an agreement between our two governments, effective as of this date.

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

H KOTLICKI

His Excellency

JACOB D. BEAM,

*Ambassador of the United States,  
Warsaw.*

# AFGHANISTAN

## Economic Cooperation: Informational Media Guaranty Program

*Agreement effected by exchange of notes  
Signed at Kabul January 26 and February 15, 1961;  
Entered into force February 15, 1961.*

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*The American Chargé d'Affaires ad interim to the Afghan Minister  
of Foreign Affairs*

JANUARY 26, 1961

YOUR ROYAL HIGHNESS:

I have the honor to refer to conversations which have taken place between representatives of the Government of the United States of America and the Royal Government of Afghanistan, relating to an Informational Media Guaranty Program. This Informational Media Guaranty Program is designed to facilitate the procurement of informational materials through regular commercial channels by Afghan importers by means of guarantees issued to American exporters by the Government of the United States of America to pay the equivalent sums in United States dollars for sums earned in afghanis through the sale of such materials to Afghan importers.

The total annual amount of guaranty and each United States exporter applying for a contract to export informational materials to Afghanistan under this program will require the approval of both the Government of the United States of America and the Royal Government of Afghanistan before any contract is issued. The Royal Government of Afghanistan agrees that Afghan currency acquired by the Government of the United States of America under the operation of this program will be freely expendable by the Government of the United States of America for its administrative expenses in Afghanistan.

Upon receipt of a note from Your Royal Highness, indicating that the foregoing provisions are acceptable to the Royal Government of Afghanistan, the Government of the United States of America will consider that this note and your reply thereto constitute an agreement between the two governments on this subject, the agreement to enter into force on the date of Your Royal Highness' note in reply.

Jan. 26, 1961  
Feb. 15, 1961

Please accept, Your Royal Highness, the renewed assurances of my highest consideration.

NORMAN B. HANNAH  
*Charge d'Affaires ad interim*

His Royal Highness  
Lemar-e-'Ali Sardar MOHAMMED NAIM,  
*Minister of Foreign Affairs,*  
*Royal Afghan Ministry of Foreign Affairs,*  
*Kabul.*

*The Afghan Minister of Foreign Affairs to the American Chargé  
d'Affaires ad interim*

وزیر امور خارجہ

۱۳۳۹ دلو ۲۷

تائی عزیز!

وصول نامه ۷ دلو ۱۳۳۹ شما را راجع به تضیین نامه به اسعاری خریداری  
وسایل اطلاعات توسط حکومت افغانستان با تشکر اطمینان داده بدینو سبله  
موافقه حکومت متبع خود را به مندرجات نامه فوق الذکر ابلاغ میدارم .

موقع را مفتخر شمرده احترامات فائیه و اتجدد بد میدارد .



محمد نصیب



*Translation*

THE MINISTER OF FOREIGN AFFAIRS

27 DALV 1339 [FEBRUARY 15, 1961]

DEAR SIR:

I acknowledge with thanks the receipt of your letter dated 7 Dalv 1339 [January 26, 1961] concerning the guaranty of payments in foreign exchange for the purchase of informational media by the United States Government and hereby inform you of my Government's approval of the contents of the aforementioned letter.

I avail myself of this opportunity to renew to you the expression of my highest consideration.

MOHAMMED NAIM

Mohammed Naim

Mr. NORMAN B. HANNAH

*Chargé d'Affaires of the  
United States Embassy  
at Kabul*

# BRAZIL

## Grant for Procurement of Nuclear Research and Training Equipment and Materials

*Agreement effected by exchange of notes*

*Signed at Rio de Janeiro October 10, 1960 and March 17, 1961;*

*Entered into force March 17, 1961.*

*The American Ambassador to the Brazilian Minister for Foreign Affairs*

THE FOREIGN SERVICE  
OF THE  
UNITED STATES OF AMERICA

No. 213

RIO DE JANEIRO, October 10, 1960.

**EXCELLENCY:**

I have the honor to refer to the request by your Government dated May 31, 1960,[<sup>1</sup>] for a grant by the Government of the United States of America to assist the Government of the United States of Brazil in the acquisition of certain nuclear research and training equipment and materials, and to inform Your Excellency's Government that approval of this grant has now been given.

I further have the honor to propose the following understandings on the basis of which funds are to be furnished:

1. Funds granted by the Government of the United States of America in accordance with this note shall be available only to purchase such equipment and materials, or their equivalents, in such amounts, and not in excess of such prices as may be established by the United States Atomic Energy Commission. Any difference between the amounts and prices established by the United States Atomic Energy Commission and the actual amounts and costs may not be applied by the Government of the United States of Brazil toward purchase of other items or for any other purpose.
2. The Government of the United States of Brazil, or its designated agent, shall procure, or arrange for procurement of, all equipment and materials to be financed by the grant referred to above and shall meet, from resources other than the granted funds, the costs of transporting, insuring while in transit, installing, and operating the equipment and materials.
3. The Government of the United States of Brazil, or its designated agent, shall insure that 50 per cent of the gross tonnage of equipment and materials financed by the grant referred to above

<sup>1</sup> Not printed.

which may be transported on ocean vessels shall be transported on United States-flag vessels, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

4. The equipment and materials procured as provided herein shall be used for peaceful purposes only.

5. The manner and procedures for payment by the Government of the United States of America for equipment and materials procured as provided in this note shall be established by the United States Atomic Energy Commission and notified to the Government of the United States of Brazil.

6. Copies of technical publications deriving from use of equipment and materials procured as provided herein will be provided currently to the Government of the United States of America, and an appropriate plaque acknowledging the assistance of the Government of the United States of America will be permanently displayed in the laboratory in which such equipment and materials are located.

7. The Government of the United States of Brazil shall indemnify and save harmless the Government of the United States of America against any and all liabilities from any cause whatsoever, including liability to third parties, which may result from the operation or use of any equipment and materials procured as provided herein.

8. The National Nuclear Energy Commission of Brazil will be responsible, among other things, for the acquisition of the necessary supporting equipment and services required to effectively utilize the equipment and materials procured hereunder.

If these understandings are acceptable to Your Excellency's Government, 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 M. CABOT

His Excellency

Dr. HORACIO LAFER,  
Minister for Foreign Affairs,  
Rio de Janeiro.

*The Brazilian Minister for Foreign Affairs to the American Ambassador*

MINISTERIO DAS RELAÇÕES EXTERIORES

DAI/DOr/48/563.80(22)

*Em 17 de março de 1961.*

SENHOR EMBAIXADOR,

Tenho a honra de acusar o recebimento da nota de Vossa Exceléncia n. 213, de 10 de outubro de 1960, cujo texto, em tradução, é o seguinte:

"Tenho a honra de referir-me à solicitação de seu Governo, datada de 31 de maio de 1960, relativa a donativos, pelo Governo dos

TIAS 4727

Estados Unidos da América, destinados a auxiliar o Governo dos Estados Unidos do Brasil na aquisição de certos equipamentos e materiais para reatores nucleares de pesquisa, e de informar ao Governo de Vossa Exceléncia que foi aprovada a concessão daqueles donativos.

Tenho, ainda, a honra de propor-lhe os seguintes entendimentos, à base dos quais serão fornecidos os fundos:

1. Os fundos doados pelo Governo dos Estados Unidos da América, nos termos desta nota, estarão disponíveis exclusivamente para a compra dos ditos equipamentos e materiais, ou seus equivalentes, em quantidades e a preços tais, que não excedam os que possam vir a ser estabelecidos pela Comissão de Energia Atômica dos Estados Unidos da América. Quaisquer diferenças entre as quantidades e os preços estabelecidos pela Comissão de Energia Atômica dos Estados Unidos da América e as quantidades e custos reais dos equipamentos e materiais adquiridos não poderão ser aplicados, pelo Governo dos Estados Unidos do Brasil, na compra de outros bens, ou para outros fins.
2. O Governo dos Estados Unidos do Brasil, ou agente por ele designado, deverá comprar ou tomar providências para que sejam comprados todos os equipamentos e materiais a serem financiados com os fundos acima mencionados e deverá utilizar recursos outros, que não os doados, para as despesas de transporte, seguros em trânsito, instalação, funcionamento e uso dos equipamentos e materiais.
3. O Governo dos Estados Unidos do Brasil, ou agente por ele designado, garantirá que 50% da tonelagem bruta dos equipamentos e materiais financiados pelos donativos referidos acima e transportáveis por via marítima, o serão em navios de bandeira norte-americana, na medida em que haja navios disponíveis a fretes justos e razoáveis para navios de bandeira norte-americana.
4. Os equipamentos e materiais comprados nas condições aqui estipuladas serão usados exclusivamente para fins pacíficos.
5. A maneira e o processo de pagamento, pelo Governo dos Estados Unidos da América, dos equipamentos e materiais comprados na forma estipulada nesta nota serão estabelecidos pela Comissão de Energia Atômica dos Estados Unidos da América e notificados ao Governo dos Estados Unidos do Brasil.
6. Exemplares de publicações técnicas resultantes do uso dos equipamentos e materiais comprados na forma estipulada nesta nota serão normalmente fornecidos ao Governo dos Estados Unidos da América, sendo que uma placa apropriada em reconhecimento do auxílio prestado pelo Governo dos Estados Unidos da América, estará permanentemente afixada no laboratório em que se encontram os equipamentos e materiais.

7. O Governo dos Estados Unidos do Brasil deverá resguardar o Governo dos Estados Unidos da América de quaisquer e todas responsabilidades civis, inclusive responsabilidade contra terceiros, resultantes do funcionamento ou uso dos equipamentos e materiais fornecidos na forma aqui estipulada.

8. A Comissão Nacional de Energia Nuclear do Brasil será responsável, entre outras coisas, pela aquisição dos equipamentos acessórios e dos serviços necessários à utilização efetiva dos ditos equipamentos e materiais.

Se êsses entendimentos forem aceitáveis pelo Governo de Vossa Excelência, esta nota e a resposta de Vossa Excelência manifestando concordância passarão a constituir um Acôrdo entre os nossos dois Governos, o qual entrará em vigor na data da resposta de Vossa Excelência.

Queira aceitar, Excelência, os renovados protestos da minha mais alta consideração."

2. Em resposta, levo ao conhecimento de Vossa Excelência que o Governo brasileiro concorda com os termos da nota acima, a qual, juntamente com esta, constituirá um Acôrdo entre os nossos dois Governos, que entrará em vigor na data de hoje.

Aproveito a oportunidade para renovar a Vossa Excelência os protestos da minha mais alta consideração.

Em nome do Ministro de Estado:

V. DA CUNHA

A Sua Excelência o Senhor JOHN MOORS CABOT,  
*Embaixador dos Estados Unidos da América.*

*Translation*

MINISTRY FOR FOREIGN AFFAIRS

DAI/DOr/48/563.80(22)

March 17, 1961

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's note No. 213 of October 10, 1960, the text of which in translation reads as follows:

[For the English language text of the note, see *ante*, p. 381.]

2. In reply, I inform Your Excellency that the Brazilian Government accepts the terms of the foregoing note, which, together with this

note, shall constitute an Agreement between our two Governments, which shall enter into force on this date.

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

In the name of the Minister of State:

V. DA CUNHA

His Excellency

JOHN MOORS CABOT,

*Ambassador of the*

*United States of America.*

# MOROCCO

## Guaranty of Private Investments

*Agreement effected by exchange of notes  
Signed at Rabat March 31, 1961;  
Entered into force March 31, 1961.*

*The American Chargé d'Affaires ad interim to the Moroccan Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA,  
RABAT,  
March 31, 1961.

No. 803

**EXCELLENCY:**

I have the honor to refer to conversations which have recently taken place between representatives of our two Governments relating to guaranties authorized by Section 413 (b)(4) of the Mutual Security Act of 1954, as amended.<sup>[1]</sup> I also have the honor to confirm the following understandings reached as a result of these conversations:

1. The Governments of the United States of America and the Kingdom of Morocco will, upon the request of either of them, consult respecting projects in Morocco proposed by citizens of the United States of America with respect to which guaranties under Section 413(b)(4) of the Mutual Security Act of 1954, as amended, have been made or are under consideration.
2. The Government of the United States of America agrees that it will issue no guaranty with respect to any project unless it is approved by the Government of the Kingdom of Morocco.
3. With respect to such guaranties extending to projects which are approved by the Government of the Kingdom of Morocco in accordance with the provisions of the aforementioned Section 413(b)(4), the Government of the Kingdom of Morocco agrees:
  - (a) That if the Government of the United States of America makes payment in United States dollars to any person under any such guaranty, the Government of the Kingdom

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<sup>1</sup> 68 Stat. 847; 22 U.S.C. §1933(b)(4).

- of Morocco will recognize the transfer to the Government of the United States of America of any currency, credits, assets, or investment on account of which such payment is made, and the subrogation of the Government of the United States of America to any right, title, claim or cause of action existing in connection therewith;
- (b) That dirham amounts acquired by the Government of the United States of America pursuant to such guaranties shall be accorded treatment not less favorable than that accorded to private funds arising from transactions of United States nationals which are comparable to the transactions covered by such guaranties, and that such dirham amounts shall be freely available to the Government of the United States of America for administrative expenses;
- (c) That any claim against the Government of the Kingdom of Morocco to which the Government of the United States of America may be subrogated as a result of any payment under such a guaranty, shall be the subject of direct negotiations between the two Governments. If within a reasonable period, they are unable to settle the claim by agreement, it shall be referred for final and binding determination to a sole arbitrator selected by mutual agreement. If the Governments are unable, within a period of three months, to agree upon such selection, the arbitrator shall be one who may be designated by the President of the International Court of Justice at the request of either Government;
- (d) That if the Government of the United States of America issues guaranties to cover losses by reason of war with respect to investments in Morocco, the Government of the Kingdom of Morocco agrees that nationals of the United States of America to whom such guaranties have been issued, will be accorded by the Government of the Kingdom of Morocco treatment no less favorable than that accorded, in like circumstances, to its nationals or nationals of third countries, with reference to any reimbursement, compensation, indemnification, or any other payment, including the distribution of reparations received from enemy countries, that the Government of the Kingdom of Morocco may make or pay for losses incurred by reason of war; if the Government of the United States of America makes payment in U.S. dollars to any national of the United States of America under a guaranty for losses by reason of war, the Government of the Kingdom of Morocco will recognize the transfer to the Government of the United States of America of any right, privilege, or interest, or any part

thereof, that such nationals may be granted or become entitled to as a result of the aforementioned treatment by the Government of the Kingdom of Morocco;

- (e) The aforementioned subparagraph (c) with respect to the arbitration of claims shall not be applicable to the type of guarantees against losses by reason of war provided for in subparagraph (d).

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of the Kingdom of Morocco, the Government of the United States of America will consider that this note and your 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 distinguished consideration.

DAVID G. NES  
*Charge d'Affaires ad Interim*

His Excellency  
DRISS MHAMMEDI,  
*Minister of Foreign Affairs,*  
*Rabat.*

*The Moroccan Minister of Foreign Affairs to the American Charge d'Affaires ad interim*

ROYAUME DU MAROC  
—  
MINISTÈRE  
DES AFFAIRES ÉTRANGÈRES  
—  
N° 145 M/A/E

RABAT, le 31 mars 1961

MONSIEUR LE CHARGÉ D'AFFAIRES,  
J'ai l'honneur d'accuser réception de votre note n° 603, en date du 31 mars 1961, ainsi rédigée :

"Excellence,  
J'ai l'honneur de me référer aux conversations qui ont eu lieu récemment entre les représentants de nos deux Gouvernements au sujet des garanties autorisées par la Section 413(b)(4) de la Loi de Sécurité Mutuelle de 1954, amendée. J'ai également l'honneur de confirmer les ententes ci-après, auxquelles ces conversations ont abouti:

1. Les Gouvernements des Etats-Unis d'Amérique et du Royaume du Maroc se consulteront, à la requête de l'un ou l'autre d'entre eux, à l'égard de projets que des citoyens des Etats-Unis envisagent de réaliser au Maroc, et à l'égard desquels les garanties prévues à la Sec-

tion 413(b)(4) de la Loi de Sécurité Mutuelle de 1954, amendée, ont été données ou sont en cours d'étude.

2. Le Gouvernement des Etats-Unis d'Amérique accepte de ne donner aucune garantie à l'égard d'un projet quelconque, à moins qu'il ne soit approuvé par le Gouvernement du Royaume du Maroc.

3. En ce qui concerne de telles garanties s'étendant à des projets approuvés par le Gouvernement du Royaume du Maroc conformément aux dispositions de la Section précitée 413(b)(4), le Gouvernement du Royaume du Maroc donne son agrément à ce qui suit :

- a) Si le Gouvernement des Etats-Unis d'Amérique effectue un paiement en dollars des Etats-Unis à une personne quelconque au titre d'une telle garantie, le Gouvernement du Royaume du Maroc reconnaîtra le transfert au Gouvernement des Etats-Unis d'Amérique de toutes devises, tous crédits, avoirs ou investissements en raison desquels le paiement est effectué, et la subrogation du Gouvernement des Etats-Unis d'Amérique dans tous droits, titres, réclamations ou recours en justice y afférents;
- b) Les montants en dirhams acquis par le Gouvernement des Etats-Unis d'Amérique conformément à ces garanties bénéficieront d'un traitement qui ne sera pas moins favorable que celui accordé à des fonds privés provenant de transactions de ressortissants des Etats-Unis comparables aux transactions couvertes par ces garanties, et ces montants en dirhams seront librement accessibles au Gouvernement des Etats-Unis d'Amérique à des fins de dépenses administratives;
- c) Toute réclamation contre le Gouvernement du Royaume du Maroc à laquelle le Gouvernement des Etats-Unis d'Amérique peut être subrogé comme conséquence d'un paiement fait au titre d'une telle garantie sera l'objet de négociations directes entre les deux Gouvernements. Si, après un délai raisonnable, ils ne parviennent pas à régler la réclamation par un accord, elle sera renvoyée pour décision définitive et obligatoire à un arbitre unique choisi d'un commun accord. Si, dans un délai de trois mois, les Gouvernements ne parviennent pas à s'accorder sur ce choix, un arbitre sera nommé par le Président de la Cour Internationale de Justice à la requête de l'un ou l'autre Gouvernement;
- d) Si le Gouvernement des Etats-Unis d'Amérique délivre des garanties pour couvrir des pertes du fait de la guerre, relatives à des investissements au Maroc, le Gouvernement du Royaume du Maroc accepte que les ressortissants des Etats-Unis d'Amérique auxquels ces garanties ont été accordées reçoivent du Gouvernement du Royaume du Maroc un traitement non moins favorable que celui accordé, dans des circonstances semblables, à ses propres ressortissants, ou à des ressortissants de pays tiers, en matière de tout remboursement, compensation, indemnisation ou de tout autre paiement, y compris la répartition de réparations

reçues de pays ennemis que le Gouvernement du Royaume du Maroc peut effectuer ou payer pour des pertes subies du fait de la guerre; si le Gouvernement des États-Unis d'Amérique effectue des paiements en dollars des Etats-Unis à un ressortissant des Etats-Unis d'Amérique au titre d'une garantie de pertes du fait de la guerre, le Gouvernement du Royaume du Maroc reconnaîtra le transfert au Gouvernement des Etats-Unis d'Amérique de tout droit, privilège ou intérêt, ou d'une partie quelconque de ceux-ci, qui peut être accordé à ces ressortissants ou auxquels ceux-ci peuvent avoir droit par suite du traitement précité de la part du Gouvernement du Royaume du Maroc;

e) Le sous-paragraphe c) précité, à l'égard d'arbitrage des réclamations, ne sera pas applicable au type des garanties contre pertes du fait de la guerre visé au sous-paragraphe d)."

J'ai l'honneur de vous confirmer l'accord de mon Gouvernement sur les dispositions prévues ci-dessus.

Je vous prie de croire, Monsieur le Chargé d'Affaires, à l'assurance de ma très haute considération.



Dris Mhammedi  
*Ministre des Affaires Etrangères*

Monsieur le CHARGÉ D'AFFAIRES  
DES ETATS-UNIS D'AMÉRIQUE  
*Rabat.*

*Translation*

KINGDOM OF MOROCCO  
MINISTRY  
OF FOREIGN AFFAIRS

No. 145 M/A/E

RABAT, March 31, 1961

MR. CHARGÉ D'AFFAIRES:

I have the honor to acknowledge the receipt of your note No. 603 of March 31, 1961, which reads as follows:

"Excellency:

"I have the honor to refer to conversations which have recently taken place between representatives of our two Governments relating to the guarantees authorized by Section 413(b)(4) of the Mutual Security Act of 1954, as amended. I also have the honor to confirm the following understandings reached as a result of these conversations:

[For the English language text of the note, see *ante*, p. 386.]

I have the honor to confirm to you the agreement of my Government to the foregoing provisions.

Accept, Mr. Chargé d'Affaires, the assurances of my very high consideration.

DRIS MHAMMEDI

Dris Mhammedi  
*Minister of Foreign Affairs*

CHARGÉ D'AFFAIRES OF THE  
UNITED STATES OF AMERICA,  
*Rabat*

# NORWAY

## Mutual Defense Assistance [<sup>1</sup>]

*Agreement amending annex C to the agreement of January 27, 1950.*

*Effectuated by exchange of notes*

*Dated at Oslo March 6 and 23, 1961;*

*Entered into force March 23, 1961.*

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*The American Ambassador to the Norwegian Minister of Foreign Affairs*

THE FOREIGN SERVICE  
OF THE  
UNITED STATES OF AMERICA

No. 14

The Ambassador of the United States of America presents her compliments to His Excellency the Royal Norwegian Minister of Foreign Affairs and, with reference to her Note No. 2 of July 21, 1960,[<sup>2</sup>] and paragraph (1) of Article IV of the Mutual Defense Assistance Agreement between the United States and Norway, signed at Washington on January 27, 1950,[<sup>3</sup>] has the honor, upon instruction from her Government, to state for the information of the Minister that the additional amount of Norwegian kroner necessary during the United States fiscal year 1961 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 344,088.67 Norwegian kroner. This amount is in addition to the 2,920,500.00 Norwegian kroner already made available by the Government of Norway for expenses during United States fiscal year 1961.

The Ambassador proposes that, in accordance with previous practice, and in order to reflect the additional requirement as noted above, Annex C of the Bilateral Agreement be amended to read as follows:

“In implementation of paragraph (1) of Article IV of the Mutual Defense Agreement between the Governments of the United States of America and Norway, the Government of Norway will deposit Norwegian kroner at such times as requested in an account

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<sup>1</sup> Also TIAS 4849; *post*, p. 1279.

<sup>2</sup> TIAS 4566; 11 UST 2094.

<sup>3</sup> TIAS 2016; 1 UST 108.

designated by the United States Embassy at Oslo, not to exceed in total 3,264,588.67 Norwegian kroner 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, 1961."

It is suggested that, if acceptable to the Norwegian Government, this Note and the Minister's reply together shall constitute an amendment to Annex C of the Mutual Defense Agreement between the United States of America and Norway, signed at Washington, D.C. on January 27, 1950.

F E W

EMBASSY OF THE UNITED STATES OF AMERICA,  
*Oslo, March 6, 1961.*

*The Norwegian Ministry of Foreign Affairs to the American Ambassador*

MINISTÈRE ROYAL  
DES  
AFFAIRES ÉTRANGÈRES

The Royal Ministry of Foreign Affairs has the honour to acknowledge receipt of the note dated March 6, 1961, from Her Excellency the Ambassador of the United States of America, regarding funds necessary during the United States fiscal year 1961, in addition to the budget already approved for administrative expenses of the Embassy in implementing the Mutual Defense 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 Ambassador's Note to the effect that Annex C of the Bilateral Agreement be amended to read as follows:

"In implementation of paragraph (1) of Article IV of the Mutual Defense Agreement between the Governments of the United States of America and Norway, the Government of Norway will deposit Norwegian kroner at such times as requested in an account designated by the United States Embassy at Oslo, not to exceed in total 3,264,588.67 Norwegian kroner 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, 1961."

It is further agreed upon that the Ambassador's Note of March 6, 1961, together with this reply, constitute an amendment to Annex C of the Mutual Defense Assistance Agreement between Norway and the United States of America, signed at Washington D.C. on January 27, 1950.

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.

OSLO, *March 23rd, 1961.*

R T B

[**SEAL**]

EMBASSY OF THE UNITED STATES OF AMERICA,  
*Oslo.*

# TURKEY

## Surplus Agricultural Commodities [<sup>1</sup>]

*Agreement amending the agreement of January 20, 1958, as supplemented and amended.*

*Effectuated by exchange of notes*

*Signed at Ankara March 29, 1961;*

*Entered into force March 29, 1961.*

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*The American Chargé d'Affaires ad interim to the Turkish Minister  
of Commerce*

AMERICAN EMBASSY,  
ANKARA, TURKEY,  
March 29, 1961.

No. 1219

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement entered into by our two Governments on January 20, 1958, as amended and supplemented,[<sup>2</sup>] and to propose, in response to the request of the Government of Turkey, that the Agreement be further amended as follows:

From paragraph 1(c) of Article II of the Agreement there is deleted the second sentence beginning, "It is understood that the loan will be denominated in dollars."

Except as provided herein the provisions of the Agreement of January 20, 1958, as amended and supplemented, shall remain unchanged.

If the foregoing is acceptable to Your Excellency's Government, it is proposed that this note together with Your Excellency's affirmative reply shall constitute an Agreement between our two Governments on this matter to enter into force on the date of Your Excellency's note of reply.

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<sup>1</sup> Also TIAS 4819; *post*, p. 1098.

<sup>2</sup> TIAS 3981, 4160, 4056, 4132, 4161; 9 UST 79; 10 UST 11; 9 UST 929, 1379; 10 UST 13.

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

LEON L. COWLES

Leon L. Cowles  
*Charge d'Affaires a.i.*

His Excellency

MEHMET BAYDUR,

*Minister of Commerce of the  
Republic of Turkey,  
Ankara, Turkey.*

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*The Turkish Minister of Commerce to the American Chargé d'Affaires  
ad interim*

TÜRKİYE CUMHURİYETİ  
TİCARET BAKANLIĞI<sup>[1]</sup>

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ANKARA, March 29, 1961

DEAR MR. MINISTER:

I have the honor to acknowledge receipt of your letter No. 1219, dated March 29, 1961, which reads as follows:

"Excellency:

I have the honor to refer to the Agricultural Commodities Agreement entered into by our two Governments on January 20, 1958, as amended and supplemented, and to propose, in response to the request of the Government of Turkey, that the Agreement be further amended as follows:

From the paragraph 1(c) of Article II of the Agreement there is deleted the second sentence beginning, "It is understood that the loan will be denominated in dollars."

Except as provided herein the provisions of the Agreement of January 20, 1958, as amended and supplemented, shall remain unchanged.

If the foregoing is acceptable to your Excellency's Government, it is proposed that this note together with your Excellency's affirmative reply shall constitute an Agreement between our two Governments on this matter to enter into force on the date of Your Excellency's note of reply.

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

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<sup>[1]</sup> Republic of Turkey  
Ministry of Commerce.

I have the honor to inform you that the Government of Turkey concurs with the foregoing understanding.

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

MEHMET BAYDUR

Mehmet Baydur  
Minister of Commerce

The Honorable

LEON L. COWLES,

*Charge d'Affaires a.i.,  
of the United States of America  
Ankara.*

# YUGOSLAVIA

## Grant for Procurement of Nuclear Research and Training Equipment and Materials

*Agreement effected by exchange of notes  
Signed at Belgrade April 19, 1961;  
Entered into force April 19, 1961.*

*The American Ambassador to the Yugoslav Assistant Secretary of State for Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Belgrade, April 19, 1961.*

No. 713

EXCELLENCY:

I have the honor to refer to the request by your Government for a grant by the Government of the United States to assist the Government of the Federal People's Republic of Yugoslavia in the acquisition of certain nuclear research and training equipment and materials, and to inform Your Excellency's Government that approval of this grant has now been given.

I further have the honor to propose the following understandings on the basis of which funds are to be furnished.

1. Funds granted by the Government of the United States in accordance with this note shall be available only to purchase such equipment and materials, or their equivalents, in such amounts, and not in excess of such prices as may be established by the United States Atomic Energy Commission. Any difference between the amounts and prices established by the United States Atomic Energy Commission and the actual amounts and costs may not be applied toward purchase of other items or for any other purpose.

2. The Government of the Federal People's Republic of Yugoslavia, or its designated agent, shall procure, or arrange for procurement of, all equipment and materials to be financed by the grant referred to above and shall meet, from resources other than the granted funds, the costs of transporting, insuring while in transit, installing, and operating the equipment and materials.

3. The Government of the Federal People's Republic of Yugoslavia, or its designated agent, shall insure that 50 per cent of the gross ton-

nage of equipment and materials financed by the grant referred to above which may be transported on ocean vessels shall be transported on United States-flag vessels, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

4. The equipment and materials procured as provided herein shall be used for peaceful purposes only.

5. The manner and procedures for payment by the Government of the United States for equipment and materials procured as provided in this note shall be established by the United States Atomic Energy Commission and notified to the Government of the Federal People's Republic of Yugoslavia.

6. An appropriate plaque acknowledging the assistance of the Government of the United States will be permanently displayed in the laboratory in which such equipment and materials as provided in this note are located.

7. The Government of the Federal People's Republic of Yugoslavia shall indemnify and save harmless the Government of the United States against any and all liabilities from any cause whatsoever, including liability to third parties, which may result from the operation or use of any equipment and materials furnished hereunder.

If these understandings are acceptable to Your Excellency's Government, 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 assurances of my most distinguished consideration.

K. L. RANKIN

[SEAL]

His Excellency  
 JOZE BRILEJ,  
*Assistant Secretary of State for  
 Foreign Affairs,  
 Belgrade.*

*The Yugoslav Assistant Secretary of State for Foreign Affairs to  
 the American Ambassador*

No. 49507

BEOGRAD, April 19, 1961

EXCELLENCY,

I have the honour to acknowledge the receipt of your Note of April 19, 1961, which reads as follows:

"I have the honor to refer to the request by your Government for a grant by the Government of the United States to assist the Government of the Federal People's Republic of Yugoslavia in the acquisi-

tion of certain nuclear research and training equipment and materials, and to inform Your Excellency's Government that approval of this grant has now been given.

I further have the honor to propose the following understandings on the basis of which funds are to be furnished:

1. Funds granted by the Government of the United States in accordance with this note shall be available only to purchase such equipment and materials, or their equivalents, in such amounts, and not in excess of such prices as may be established by the United States Atomic Energy Commission. Any difference between the amounts and prices established by the United States Atomic Energy Commission and the actual amounts and costs may not be applied toward purchase of other items or for any other purpose.

2. The Government of the Federal People's Republic of Yugoslavia, or its designated agent, shall procure, or arrange for procurement of, all equipment and materials to be financed by the grant referred to above and shall meet, from resources other than the granted funds, the costs of transporting, insuring while in transit, installing, and operating the equipment and materials.

3. The Government of the Federal People's Republic of Yugoslavia, or its designated agent, shall insure that 50 per cent of the gross tonnage of equipment and materials financed by the grant referred to above which may be transported on ocean vessels shall be transported on United States-flag vessels, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

4. The equipment and materials procured as provided herein shall be used for peaceful purposes only.

5. The manner and procedures for payment by the Government of the United States for equipment and materials procured as provided in this note shall be established by the United States Atomic Energy Commission and notified to the Government of the Federal People's Republic of Yugoslavia.

6. An appropriate plaque acknowledging the assistance of the Government of the United States will be permanently displayed in the laboratory in which such equipment and materials as provided in this note are located.

7. The Government of the Federal People's Republic of Yugoslavia shall indemnify and save harmless the Government of the United States against any and all liabilities from any cause whatsoever, including liability to third parties, which may result from the operation or use of any equipment and materials furnished hereunder.

If these understandings are acceptable to Your Excellency's Government, 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."

I have the honour to confirm to Your Excellency that my Government concurs in the foregoing and will regard your Note together with this reply as constituting an agreement between our two Governments in this matter.

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

Assistant Secretary of State for  
Foreign Affairs

J BRILEJ  
(Dr. Jože Brilej)

[SEAL]

His Excellency  
Monsieur K. L. RANKIN  
*Ambassador Extraordinary and Plenipotentiary  
of the United States of America  
Beograd*

# GREECE

## Surplus Agricultural Commodities

*Agreement relating to the agreements of June 24, 1955, one as amended;  
August 8, 1956, as supplemented and amended; and December 18, 1957.*

*Effectuated by exchange of notes*

*Signed at Athens April 3 and 13, 1961;  
Entered into force April 13, 1961.*

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*The American Chargé d'Affaires ad interim to the Greek Minister  
of Coordination*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
Athens, April 3, 1961.

**EXCELLENCY:**

I have the honor to refer to the two Agricultural Commodities Agreements between the Government of the United States of America and the Government of Greece signed on June 24, 1955,[<sup>1</sup>] one of which was amended by an exchange of notes dated February 13 and 17, 1956; [<sup>2</sup>] to the Agricultural Commodities Agreement between our two Governments signed on August 8, 1956,[<sup>3</sup>] as supplemented on January 21, 1957 [<sup>4</sup>] and as amended by an exchange of notes dated March 1 and 4, 1957; [<sup>5</sup>] and to the Agricultural Commodities Agreement between our two Governments signed on December 18, 1957.[<sup>6</sup>]

The two Agreements of June 24, 1955, as amended, provided that the Government of the United States of America would finance sales for drachmae of surplus agricultural commodities with a total value of up to \$20,400,000.00, including estimated ocean transportation costs to be financed by the Government of the United States of America. While actual disbursements by the Government of the United States of America were \$20,338,984.90, disbursements for which deposits of drachmae were required totaled \$20,251,080.56, the

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<sup>1</sup> TIAS 3449, 3450; 6 UST 6025, 6029.

<sup>2</sup> TIAS 3553; 7 UST 748.

<sup>3</sup> TIAS 3633; 7 UST 2459.

<sup>4</sup> TIAS 3741; 8 UST 75.

<sup>5</sup> TIAS 3779; 8 UST 326.

<sup>6</sup> TIAS 3959; 8 UST 2417.

difference representing excess costs resulting from the requirement that United States-flag vessels be used. It has been determined that deposits of 609,561,519.10 drachmae pursuant to Article III of the Agreements are equal to the value for which deposits were required and that such deposits have been made to the account of the Government of the United States of America. As Your Excellency's Government has already been informed by the United States Department of Agriculture, no further disbursements will be made by the Government of the United States of America pursuant to these Agreements, and dollar funds not disbursed are not available for financing any additional purchases under these Agreements.

The Agreement of August 8, 1956, as supplemented and amended, provided that the Government of the United States of America would finance sales for drachmae of surplus agricultural commodities with a total of up to \$25,800,000.00, including estimated ocean transportation costs to be financed by the Government of the United States of America. While actual disbursements by the Government of the United States of America were \$26,030,060.75, disbursements for which deposits of drachmae were required totaled \$25,744,532.65, the difference representing excess costs resulting from the requirement that United States-flag vessels be used. It has been determined that deposits of 774,910,431.85 drachmae pursuant to Article III of the Agreement are equal to the value for which deposits were required and that such deposits have been made to the account of the Government of the United States of America. As Your Excellency's Government has already been informed by the United States Department of Agriculture, no further disbursements will be made by the Government of the United States of America pursuant to this Agreement, and dollar funds not disbursed are not available for financing any additional purchase under this Agreement.

The Agreement of December 18, 1957 provided that the Government of the United States of America would finance sales for drachmae of surplus agricultural commodities with a total value of up to \$19,800,000.00, including estimated ocean transportation costs to be financed by the Government of the United States of America. While actual disbursements by the Government of the United States of America were \$19,783,562.89, disbursements for which deposits of drachmae were required totaled \$18,774,479.46, the difference representing excess costs resulting from the requirement that United States-flag vessels be used. It has been determined that deposits of 565,157,857.60 drachmae pursuant to Article III of the Agreement are equal to the value for which deposits were required and that such deposits have been made to the account of the Government of the United States of America. As Your Excellency's Government has already been informed by the United States Department of Agriculture, no further disbursements will be made by the Government of the United States of America pursuant to this Agreement, and dollar funds not dis-

bursed are not available for financing any additional purchase under this Agreement.

To facilitate the closing out of the accounts in connection with the above-mentioned Agreements and at the same time to make provision for the payment of any necessary adjustment refunds, I have the honor to propose that any refunds of drachmae which may be due or may become due under these Agreements would be made by the Government of the United States of America from funds available from the most recent Agricultural Commodities Agreement between our two Governments under Title I of the Agricultural Trade Development and Assistance Act,<sup>[1]</sup> as amended, in effect at the time of the refund.

Accordingly, I have the honor to propose that this note and Your Excellency's reply concurring herein shall constitute an Agreement between our two Governments to enter into force upon the date of Your Excellency's note in reply.

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

SAMUEL D. BERGER

Samuel D. Berger

His Excellency

ARISTIDES PROTOPAPADAKIS,  
Minister of Coordination,  
Athens.

*The Greek Minister of Coordination to the American Chargé d'Affaires ad interim*

MINISTER OF COORDINATION

ATHENS, April 13, 1961

DEAR MR. BERGER,

I would like to refer to your letter of April 3, 1961, concerning the following Agricultural Commodities Agreements between the Government of Greece and the Government of the United States of America:

- (a) The two Agreements of June 24, 1955, as amended, of a total value of up to \$ 20,4 m.
- (b) The Agreement of August 8, 1956, as supplemented and amended, of a value of up to \$ 25,8 m.
- (c) The Agreement of December 18, 1957, of a value of up to \$ 19,8 m.

In connection with the above Agreements, and with a view to closing the relevant accounts, I would like to advise you that the Greek Government concurs in the proposed method of dealing with

<sup>1</sup> 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

any adjustment refunds of drachmae due by the U.S. Government under these Agreements; namely, by making such refunds out of funds available from the most recent Agricultural Commodities Agreement between our two Governments under Title I of P.L. 480,[<sup>1</sup>] as amended, in effect at the time of the refund.

Also, the Greek Government agrees that your previously mentioned communication and this letter shall constitute an Agreement between our two Governments entering into force as of this date.

Sincerely yours,

A. PROTOPAPADAKIS

Mr. S. D. BERGER

*Chargeé d'Affaires a.i.*

*Embassy of the United States of America*

*Athens*

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<sup>1</sup> 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

# LIBERIA

## Military Mission

*Agreement renewing the agreement of January 11, 1951, as extended and amended.*

*Effectuated by exchange of notes*

*Signed at Monrovia April 19 and 24, 1961;*

*Entered into force April 24, 1961;*

*Operative retroactively January 11, 1960.*

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*The American Ambassador to the Liberian Secretary of State*

No. 8

*MONROVIA, April 19, 1961.*

**EXCELLENCY:**

I have the honor to refer to the Agreement for Assignment of United States Military Mission to Liberia signed at Washington on January 11, 1951, [1] as extended by notes exchanged at Washington on August 7 and October 23, 1953 [2] and on November 18 and December 2, 1957 [3] and amended by notes exchanged at Monrovia on March 27 and 31, 1959, [4] and to advise that my Government proposes the renewal of that Agreement effective as of January 11, 1960, for an additional three years.

If this proposal is acceptable to Your Excellency's Government, this note and Your Excellency's reply concurring therein shall constitute a renewal of the aforementioned agreement, as extended and amended.

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

**ELBERT G. MATHEWS**

His Excellency

J. RUDOLPH GRIMES,  
*Secretary of State,*  
*Department of State,*  
*Monrovia.*

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<sup>1</sup> TIAS 2171; 2 UST 1.

<sup>2</sup> TIAS 3140; 5 UST, pt. 3, p. 2847.

<sup>3</sup> TIAS 3955; 8 UST 2391.

<sup>4</sup> TIAS 4660; 11 UST 2655.

*The Liberian Secretary of State to the American Ambassador*

DEPARTMENT OF STATE  
MONROVIA, LIBERIA.

6956/DF

April 24, 1961

**MR. AMBASSADOR:**

I have the honour to acknowledge receipt of Your Excellency's Note No. 8 of April 19, 1961, referring to the Agreement for assignment of United States Military Mission to Liberia signed at Washington on August 7 and October 23, 1953, and on November 18 and December 2, 1957, and amended by notes exchanged at Monrovia on March 27 and 31, 1959, and advising me of your Government's proposal for the renewal of that Agreement effective as of January 11, 1960, for an additional three years.

I have pleasure in advising Your Excellency of my Government's acceptance of this proposal and that our exchange of notes shall hereby constitute the renewal of the Agreement as extended and amended.

Please accept, Mr. Ambassador, the assurance of my high consideration and esteem.

J. RUDOLPH GRIMES

J. Rudolph Grimes  
*Secretary of State*

His Excellency ELBERT G. MATHEWS

*Ambassador Extraordinary & Plenipotentiary  
Embassy of the United States of America  
Mamba Point, Monrovia*

# FEDERATION OF THE WEST INDIES

## United States Defense Areas in the Federation of The West Indies

*Agreement, with annexes, between the United States of America and the Federation of The West Indies*

*Signed at Port of Spain February 10, 1961;*

*Entered into force February 10, 1961.*

*With memorandum of understanding and agreed minute;*

*And related exchange of notes between the British Parliamentary Under-Secretary of State for the Colonies and the Representative of the United States of America.*

**A G R E E M E N T**  
between the Government of the  
United States of America and the  
Government of the Federation of The West Indies  
  
**CONCERNING UNITED STATES DEFENCE AREAS**  
**IN THE**  
**FEDERATION OF THE WEST INDIES**

The Government of the United States of America and the Government of the Federation of The West Indies,

Having participated, together with the Government of the United Kingdom of Great Britain and Northern Ireland, in a review of the Agreement relating to the Bases Leased to the United States of America signed at London on March 27, 1941, [<sup>1</sup>] and other Agreements relating to United States defence facilities in the territory of the Federation of The West Indies, between the Governments of the United Kingdom and of the United States of America;

Taking account of the process of constitutional change which is designed to lead to the establishment at an early date of a sovereign Federation of The West Indies;

Desiring to strengthen the firm friendship and understanding between them;

Desiring also to contribute to the defence of the Western Hemisphere and to the maintenance of peace and security within the framework of the Charter of the United Nations; [<sup>2</sup>]

Believing that practical co-operation within the territory of the Federation of The West Indies as provided for in this Agreement will greatly assist in the attainment of these objectives;

Have agreed as follows:-

## ARTICLE I

### *Definitions*

In this Agreement, the expression:

“Contractor personnel” means employees of a United States contractor who are not ordinarily resident in the Federation and who are there solely for the purposes of this Agreement;

“Defence area” means an area in respect of which the Government of the United States of America (hereinafter called “the United States Government”) is for the time being entitled to have and enjoy, in accordance with the terms and conditions of this Agreement, the rights, power and authority described in Article II;

“Dependants” means the spouse and children under 21 of a person in relation to whom it is used; and, if they are dependent upon him for their support, the parents and children over 21 of that person;

“Federation” means the Federation of The West Indies;

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<sup>1</sup> EAS 235; 55 Stat. 1560.

<sup>2</sup> TS 993; 59 Stat. 1031.

"Members of the United States Forces" means:

- (a) military members of the United States Forces on active duty;
- (b) civilian personnel accompanying the United States Forces and in their employ who are not ordinarily resident in the Federation and who are there solely for the purposes of this Agreement; and
- (c) dependants of the persons described in (a) and (b) above;

"Military purposes" means:

- (a) the installation, construction, maintenance and use of military equipment and facilities, including facilities for the training, accommodation, hospitalisation, recreation, education and welfare of members of the United States Forces; and
- (b) all other activities of the United States Government, United States contractors and authorised service organisations carried out for the purposes of this Agreement;

"Territory" means any Territory of the Federation in which there exists an area which is, or is treated as, a defence area; and "the Territory" means the Territory concerned;

"United States contractor" means any person, body or corporation ordinarily resident in the United States of America that is in the Territory for the purposes of this Agreement by virtue of a contract with the United States Government, and includes a subcontractor;

"United States Forces" means the land, sea and air armed services of the United States, including the Coast Guard.

## ARTICLE II

### *General Description of Rights*

The United States Government shall have and enjoy, in accordance with the terms and conditions of this Agreement, the rights, power and authority which are necessary for the development, use, operation and protection for military purposes of the defence areas which are described in the Annexes [1] hereto. The United States Government shall have and enjoy such rights of access, rights of way and easements as may be necessary for these purposes.

## ARTICLE III

### *Flags*

The flags of the United States, the Federation and the Territory shall fly side by side over each defence area.

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<sup>1</sup> Post, p. 424.

#### ARTICLE IV

##### *Defence Areas and Property*

(1) The defence areas, rights of access, rights of way and easements shall be provided free of rent and all other charges.

(2) Except with the prior approval of the Government of the Federation (hereinafter called "the Federal Government") and the Government of the Territory, the United States Government shall not transfer or assign any rights conferred by or under this Agreement, nor shall the United States Government permit the defence areas to be used in any way whatsoever by any other person, body or Government.

(3) The United States Government may at any time notify the Federal Government and the Government of the Territory that it has vacated and no longer requires a defence area or a specified portion thereof and thereupon such defence area or such portion thereof shall, for the purposes of this Agreement, cease to be, or to be a portion of, a defence area, as the case may be.

(4) Except for the purposes of this Agreement or with the concurrence of the Government of the Territory, the United States Government shall not remove or demolish or otherwise dispose of any permanent construction or installation in a defence area. No compensation shall be payable to the United States Government in respect of any such construction or installation. The United States Government shall be entitled to remove free of any restrictions any other construction or installation and other property owned by it from the area while it is a defence area or within a reasonable time thereafter. No compensation shall be payable to the United States Government in respect of any construction or installation or other property not so removed.

(5) The United States Government shall be under no obligation to restore the defence areas to the condition in which they were at any time prior to their ceasing to be defence areas.

(6) All minerals (including oil), antiquities and treasure trove in the defence areas and all rights relating thereto are reserved to the Government of the Territory, but any exploitation thereof shall be with the concurrence of the United States Government.

#### ARTICLE V

##### *Entry and Departure of Members of the United States Forces*

(1) Members of the United States Forces who may be brought into the Federation for the purposes of this Agreement shall be exempt from passport and visa requirements, immigration inspection and any registration or control as aliens. Such persons shall be furnished with appropriate identification cards, specimens of which shall be supplied to the Federal Government and to the Government of the Territory.

(2) No military member of the United States Forces shall be discharged in the Federation without the consent of the Government of the Territory. The United States Government shall inform the Government of the Territory of any change in the status of any other member of the United States Forces and shall be responsible for taking such steps as are open to it for his removal from the Territory if the Government of the latter should so request.

(3) The United States Government shall take steps to ensure the correct behaviour of all members of the United States Forces and shall, at the request of the Government of the Territory, remove as soon as possible any member of the United States Forces whose conduct renders his presence in that Territory undesirable to its Government.

#### ARTICLE VI

##### *Local Purchases and Employment of Local Labour*

(1) The United States Government and United States contractors may purchase locally goods and services required for the purposes of this Agreement. Subject to United States policies or regulations, preference shall be given to the procurement of goods in, and to the employment of contractors and workers from, the Territory.

(2) In the fixing of terms of employment for such contractors and workers, particularly in respect of wages and conditions of work, supplementary payments, insurance and conditions for the protection of workers, clubs and recreational facilities, full regard shall be given to employment practices generally obtaining for similar employment in the Territory, and in no case shall the terms of employment for such workers be inferior to those laid down by any legislation in force in the Territory or any international convention the provisions of which have been adopted by the United States Government and which apply to the Territory.

#### ARTICLE VII

##### *Public Services and Facilities*

(1) The United States Forces, United States contractors and the members of the United States Forces and contractor personnel may use the public services and facilities belonging to or controlled or regulated by the Federal Government or the Government of the Territory. The terms of use, including charges, shall be no less favourable than those available to other users unless otherwise agreed. No landing charges shall, however, be payable by the United States Government by reason of the use by aircraft owned or operated by or on behalf of the United States Government of any airport in a Territory. There shall be such contribution by the United States Government to the maintenance and operating costs of any airport as may be fair and reasonable, having regard to the use made of it by such aircraft. The amount of such contribution

shall be subject to agreement between the United States Government and the Government of the Territory, after consultation with the Federal Government.

(2) There shall be no toll charges, including light and harbour dues, on United States Government vessels using port facilities in a Territory, nor shall such vessels be subject to compulsory pilotage.

(3) Lights and other aids to navigation of vessels and aircraft placed or established in the defence areas and territorial waters adjacent thereto or in the vicinity thereof by the United States Government shall conform to the system in use in the Territory. The position and characteristics of any such lights or other aids and any alterations thereof shall be determined in consultation with the appropriate authority of the Territory.

## ARTICLE VIII

### *Fiscal Exemptions*

(1) No taxes or duties of customs shall be imposed upon the importation or exportation of:

- (a) materials and equipment imported by or for the use of the United States Forces and United States contractors for the purposes of this Agreement and, if required, certified as such on behalf of the United States Government;
- (b) the personal effects and household goods, including privately owned automobiles, imported by members of the United States Forces, United States contractors and contractor personnel on first arrival in a Territory or within six months thereafter and related thereto.

(2) No excise, consumption or other duty shall be levied or charged on any goods or materials purchased locally by or for the use of the United States Government for the purposes of this Agreement.

(3) Where the legal incidence of any form of taxation in the Federation or a Territory depends on residence or domicile, periods during which members of the United States Forces, United States contractors or contractor personnel are in the Territory solely by reason of this Agreement shall not be considered as periods of residence (or as creating a change of residence or domicile) for the purposes of such taxation. Members of the United States Forces, United States contractors and contractor personnel shall be exempt from taxation in the Federation and the Territory on the salary and emoluments received by them as such, on any tangible movable property within a defence area and on the ownership of such property outside a defence area which is in the Territory solely by reason of this Agreement.

(4) Nothing in this Article shall prevent taxation of members of the United States Forces, United States contractors or contractor

personnel with respect to any profitable enterprise other than their employment as such in which they may engage in the Federation; and except as regards salary and emoluments and the tangible movable property referred to in the preceding paragraph, nothing in this Article shall prevent taxation to which, even if regarded as resident or domiciled outside the Federation, such persons are liable under the law of the Federation or the Territory.

(5) United States Government vehicles shall be exempted from all fees, taxes and other charges. Each vehicle shall carry in addition to its registration number a distinct nationality mark in front and rear. A list of all such vehicles and their registration numbers shall be furnished to the Government of the Territory. Privately owned automobiles imported by members of the United States Forces which qualify for exemption under paragraph (1)(b) of this Article shall also be exempt from Motor Vehicles Tax, or any other tax, duty or charge of a similar nature.

(6) The authorities of the United States Forces and of the Territory shall collaborate in measures to be taken to prevent abuse of the privileges granted under this Article.

## ARTICLE IX

### *Criminal Jurisdiction*

- (1) Subject to the provisions of this Article,
  - (a) the military authorities of the United States shall have the right to exercise within the Territory all criminal and disciplinary jurisdiction conferred on them by United States law over all persons subject to the military law of the United States;
  - (b) the authorities of the Territory shall have jurisdiction over members of the United States Forces with respect to offences committed within that Territory and punishable by the law in force there.
- (2) (a) The military authorities of the United States shall have the right to exercise exclusive jurisdiction over persons subject to the military law of the United States with respect to offences, including offences relating to security, punishable by the law of the United States but not by the law in force in the Territory.  
(b) The authorities of the Territory shall have the right to exercise exclusive jurisdiction over members of the United States Forces with respect to offences, including offences relating to security, punishable by the law in force in the Territory but not by the law of the United States.

- (c) For the purposes of this paragraph and of paragraph (3) of this Article, an offence relating to security shall include
- (i) treason;
  - (ii) sabotage, espionage or violation of any law relating to official secrets or secrets relating to national defence.

(3) In cases where the right to exercise jurisdiction is concurrent the following rules shall apply:-

- (a) The military authorities of the United States shall have the primary right to exercise jurisdiction over a member of the United States Forces in relation to
  - (i) offences solely against the property or security of the United States or offences solely against the person or property of another member of the United States Forces;
  - (ii) offences arising out of any act or omission done in the performance of official duty.
- (b) In the case of any other offence the authorities of the Territory shall have the primary right to exercise jurisdiction.
- (c) If the authorities having the primary right decide not to exercise jurisdiction, they shall notify the other authorities as soon as practicable. The United States authorities shall give sympathetic consideration to a request from the authorities of the Territory for a waiver of their primary right in cases where the authorities of the Territory consider such waiver to be of particular importance. The authorities of the Territory will waive, upon request, their primary right to exercise jurisdiction under this Article, except where they in their discretion determine and notify the United States authorities that it is of particular importance that such jurisdiction be not waived.

(4) The foregoing provisions of this Article shall not imply any right for the military authorities of the United States to exercise jurisdiction over persons who belong to, or are ordinarily resident in, the Federation unless they are military members of the United States Forces.

- (5)(a) To the extent authorised by law, the authorities of the Territory and the military authorities of the United States shall assist each other in the service of process and in the arrest of members of the United States Forces in the Territory and in handing them over to the authorities

which are to exercise jurisdiction in accordance with the provisions of this Article.

- (b) The authorities of the Territory shall notify promptly the military authorities of the United States of the arrest of any member of the United States Forces.
  - (c) Unless otherwise agreed, the custody of an accused member of the United States Forces over whom the authorities of a Territory are to exercise jurisdiction shall, if he is in the hands of the United States authorities, remain with the United States authorities until he is charged. In cases where the United States authorities may have the responsibility for custody pending the completion of judicial proceedings, the United States authorities shall, upon request, make such a person immediately available to the authorities of the Territory for purposes of investigation and trial and shall give full consideration to any special views of such authorities as to the way in which custody should be maintained.
- (6)(a) To the extent authorised by law, the authorities of the Territory and of the United States shall assist each other in the carrying out of all necessary investigations into offences, in providing for the attendance of witnesses and in the collection and production of evidence, including the seizure and, in proper cases, the handing over of objects connected with an offence. The handing over of such objects may, however, be made subject to their return within the time specified by the authorities delivering them.
- (b) The authorities of the Territory and of the United States shall notify one another of the disposition of all cases in which there are concurrent rights to exercise jurisdiction.

(7) A death sentence shall not be carried out in any Territory by the military authorities of the United States if the legislation of that Territory does not provide for such punishment in a similar case.

(8) Where an accused has been tried in accordance with the provisions of this Article and has been acquitted, or has been convicted and is serving, or has served, his sentence or has been pardoned, he may not be tried again for the same offence within the Federation. Nothing in this paragraph shall, however, prevent the military authorities of the United States from trying a military member of the United States Forces for any violation of rules of discipline arising from an act or omission which constituted an offence for which he was tried by the authorities of a Territory.

(9) Whenever a member of the United States Forces is prosecuted by the authorities of a Territory he shall be entitled—

- (a) to a prompt and speedy trial;

- (b) to be informed in advance of trial of the specific charge or charges made against him;
- (c) to be confronted with the witnesses against him;
- (d) to have compulsory process for obtaining witnesses in his favour if they are within the jurisdiction of the Territory;
- (e) to have legal representation of his own choice for his defence or to have free or assisted legal representation under the conditions prevailing for the time being in the Territory;
- (f) if he considers it necessary, to have the services of a competent interpreter; and
- (g) to communicate with a representative of the United States and, when the rules of the court permit, to have such a representative present at his trial which shall be public except when the court decrees otherwise in accordance with the law in force in the Territory.

(10) Where a member of the United States Forces is tried by the military authorities of the United States for an offence committed outside a defence area or involving a person, or the property of a person, other than a member of the United States Forces, the aggrieved party and representatives of the Territory and of the aggrieved party may attend the trial proceedings except where this would be inconsistent with the rules of the court.

(11) A certificate of the appropriate United States commanding officer that an offence arose out of an act or omission done in the performance of official duty shall be conclusive, but the commanding officer shall give consideration to any representation made by the Government of the Territory.

(12) Regularly constituted military units or formations of the United States Forces shall have the right to police the defence areas. The military police of the United States Forces may take all appropriate measures to ensure the maintenance of order and security within such defence areas.

(13) In this Article, a reference to the authorities of a Territory includes, where appropriate, the authorities of the Federation.

## ARTICLE X

### *Civil Claims*

(1) The United States Government agrees to pay just and reasonable compensation in settlement of civil claims (other than contractual claims) arising out of acts or omissions of members of the United States Forces done in the performance of official duty or out of any other act, omission or occurrence for which the United States Forces are legally responsible.

(2) All such claims shall be processed and settled in accordance with the applicable provisions of United States law.

ARTICLE XI*Surveys*

The United States Government may with the concurrence of the Federal Government and the Government of the Territory make topographic, hydrographic and other similar surveys (which may include the taking of aerial photographs) in any Territory, including the territorial waters thereof. When any survey is to be made outside the defence areas, the United States Government shall notify the Federal Government and the Government of the Territory, which may each designate an official representative to be present. Copies of the data resulting from such surveys shall be furnished without cost to the Federal Government and to the Government of the Territory.

ARTICLE XII*Frequencies*

The use of radio frequencies, powers and band widths for communication, detection, and research and test operations for the purposes of this Agreement shall be subject to the concurrence of the Federal Government and the Government of the Territory.

ARTICLE XIII*Post Offices*

The United States Government may establish and operate United States post offices in the defence areas for domestic use between such post offices, and between such post offices and other United States post offices. These post offices shall be for the exclusive use of the United States Government and members of the United States Forces and of United States contractors, contractor personnel, United States diplomatic or consular representatives in the Federation and their dependants.

ARTICLE XIV*Commissariat*

The United States Government shall have the right to establish and operate in the defence areas agencies such as commissary stores, military service exchanges and social clubs for the use of members of the United States Forces and of United States contractors, contractor personnel, United States diplomatic or consular representatives in the Federation and their dependants. Such agencies and the merchandise and services sold or dispensed by them shall be free of all taxes, duties and imposts. The authorities of the United States Forces and of the Territory shall collaborate in measures to be taken to prevent abuse of the privileges granted under this Article.

## ARTICLE XV

### *Health and Sanitation*

The appropriate authorities shall collaborate in the enforcement in the defence areas of the health and quarantine laws in force in the Territory. These authorities shall also collaborate in making arrangements for the improvement of sanitation and the protection of health in areas outside, but in the vicinity of, the defence areas.

## ARTICLE XVI

### *Use of Currency*

(1) The United States Government shall collaborate with the Federal Government and the Government of the Territory in ensuring compliance with any foreign exchange law in force in the Federation. The United States Forces and United States contractors may possess and use United States currency for official purposes, including the payment of personnel, and may purchase and use local currency.

(2) Members of the United States Forces and contractor personnel may use for internal transactions and export United States currency received from the United States Forces or United States contractors.

(3) The appropriate authorities shall collaborate in the establishment of facilities to permit the purchase of local currency with United States currency and to prevent unauthorised transactions in either currency.

## ARTICLE XVII

### *Driving Permits*

(1) The Government of the Territory shall honour without driving test or fee driving permits issued by the United States or a subdivision thereof to members of the United States Forces and to United States contractors, contractor personnel and their dependants, or issue its own driving permits without test or fee to such persons who hold such United States permits. Members of the United States Forces and United States contractors, contractor personnel and their dependants who do not hold driving permits issued by the United States or a subdivision thereof shall be required to obtain licences in accordance with the law in force in the Territory.

(2) The United States authorities in collaboration with the authorities of the Territory shall issue appropriate instructions to members of the United States Forces and to United States contractors, contractor personnel and their dependants, fully informing them of the traffic laws in force in the Territory and requiring strict compliance therewith.

ARTICLE XVIII*General Obligations*

(1) Save as is expressly provided in this Agreement, nothing herein shall be so construed as to impair the authority of the Federal Government or of the Government of a Territory with regard to the affairs of the Federation or the Territory.

(2) Members of the United States Forces, United States contractors and contractor personnel in the Federation for the purposes of this Agreement shall respect the laws of the Federation and of the Territory and refrain from any activity inconsistent with the spirit of this Agreement. Such persons shall not take part directly or indirectly in the political affairs of the Federation or of the Territory.

(3) In the exercise of the privileges and facilities granted under this Agreement, the United States Government shall take every practicable measure to ensure the safety and safeguard the interests of the peoples of the Territory and of the Federation.

ARTICLE XIX*Local Participation*

The United States Government shall permit, where agreed to be practicable and on such conditions as may be agreed, the use of installations and facilities in the defence areas for the apprenticeship and industrial training of persons from the Federation, and also for training programmes designed to permit proper participation by such persons in the performance of functions connected with defence and security. On such conditions as may be agreed, welfare communications facilities in the defence areas may be used for educational, cultural and social programmes of general interest to the people of the Federation.

ARTICLE XX*Competent Authorities*

Nothing in this Agreement shall impair the freedom of movement within a Territory of its competent authorities. The designation of competent authorities in respect of a defence area shall be with the concurrence of the United States authorities. Access may not be granted to secure areas within the defence areas.

ARTICLE XXI*Consultation*

(1) There shall be established a Joint Consultative Board, consisting of representatives of the United States Government, the

Federal Government and the Governments of the Territories, which shall keep the implementation of this Agreement under review.

(2) At the request of any of the said Governments, there shall also be established in any Territory a sub-board, which shall concern itself with matters arising under this Agreement in the Territory and, where appropriate, advise and make recommendations to the Joint Consultative Board.

## ARTICLE XXII

### *Special Provisions for Individual Territories*

The provisions contained in the Annexes hereto shall have effect in relation to the Territories to which they respectively appertain and shall be read and construed as part of this Agreement.

## ARTICLE XXIII

### *Supersession*

Upon the coming into force of this Agreement, the provisions of the following Agreements (including any amendments, modifications and extensions thereof)—

Agreement of March 27, 1941 relating to the Bases Leased to the United States of America, [<sup>1</sup>]

Agreement of February 24, 1948 concerning the Opening of Certain Military Air Bases in the Caribbean Area and Bermuda to use by Civil Aircraft, [<sup>2</sup>]

Agreement of January 15, 1952 concerning the Extension of the Bahamas Long Range Proving Ground by Additional Sites in the Turks and Caicos Islands, [<sup>3</sup>]

Agreement of June 25, 1956 concerning the Extension of the Bahamas Long Range Proving Ground by the Establishment of Additional Sites in Saint Lucia, [<sup>4</sup>]

Agreement of November 1, 1956 for the Establishment in Barbados of an Oceanographic Research Station, [<sup>5</sup>]

Agreement of November 27, 1956 for the Establishment of an Oceanographic Research Station in the Turks and Caicos Islands, [<sup>6</sup>]

Exchange of Notes of March 16/April 16, 1959 concerning the Establishment and Operation of a Tracking Station on the Island of Grand Turk in the Turks and Caicos Islands, [<sup>7</sup>]

<sup>1</sup> EAS 235; 55 Stat. 1560.

<sup>2</sup> TIAS 1717; 62 Stat., pt. 2, p. 1860.

<sup>3</sup> TIAS 2426; 3 UST, pt. 2, p. 2594.

<sup>4</sup> TIAS 3595; 7 UST 1939.

<sup>5</sup> TIAS 3672; 7 UST 2901.

<sup>6</sup> TIAS 3696; 7 UST 3169.

<sup>7</sup> TIAS 4215; 10 UST 780.

and of any other Agreement between the Government of the United Kingdom and the United States Government concerning the grant of rights to the United States Government with respect to defence facilities in the Federation shall, save as expressly provided in this Agreement, cease to have any force or effect in so far as they relate to any territory of the Federation.

#### ARTICLE XXIV

##### *Duration and Review*

(1) This Agreement shall come into force on the date of signature and shall remain in force so long as any area continues to be, or to be treated as, a defence area in accordance with this Article.

(2) As early as may be practicable in the year 1968 there shall be a review of this Agreement in the light of its operation at which consideration shall be given to the need for the defence areas and to the desirability of modifications of its terms and conditions. Except as otherwise agreed at this review, the provisions of this Agreement shall not be affected thereby.

(3) As early as may be practicable in the year 1973 there shall be a further review of this Agreement at which consideration shall be given to the strategic need for the defence areas in the light of the world situation at that time. If it is not agreed before the expiration of the year 1973 that a defence area should continue as such, this Agreement, and any modifications thereof, shall continue nevertheless to apply to such area as if it were a defence area until the expiration of the year 1977.

In witness whereof the undersigned, duly authorised thereto by their respective Governments, have signed this Agreement.

Done in duplicate at Port of Spain on the tenth day of February, 1961.

For the Government of the  
United States of America:

JOHN HAY WHITNEY

GEORGE L P WEAVER

HECTOR PEREZ GARCIA

IVAN B. WHITE

WILLIAM E. LANG

For the Government of the Fed-  
eration of The West Indies:

GRANTLEY ADAMS.  
*Prime Minister,  
The West Indies.*

V. C. BIRD  
*Chief Minister, Antigua.*

H. GORDON CUMMINS.  
*Premier, Barbados.*

N. W. MANLEY.  
*Premier, Jamaica.*

G F CHARLES  
*Chief Minister, St. Lucia.*

ERIC WILLIAMS  
*Premier, Trinidad and Tobago.*

ANNEX A*Antigua*Defence Areas, Rights of Way and Easements

(1) The attached map No. 1 shows, but not definitively, the defence areas, certain rights of access, rights of way and easements. The defence areas shall as soon as may be practicable be definitely described by agreement between the United States Government, the Federal Government and the Government of the Territory.

Nature of Rights

- (2) (a) The rights vested in the United States Government by virtue of this Agreement include the right to maintain and operate within the defence areas an electronic research and test station and an oceanographic research station, including their associated instrumentation, detection and communications systems. The United States Government shall also have the right to launch, fly and land test vehicles.
- (b) No wireless station, submarine cable, land line or other installation shall be established by the United States Government outside the defence areas except at such place or places as may be agreed. Any submarine cable or wireless station shall be sited and operated in such a way that it will not cause interference with established civil communications.
- (c) When submarine cables are no longer required for the purpose of this Agreement, their disposal or further use shall be subject to consultation between the parties and, in the absence of agreement, they shall be removed by and at the expense of the United States Government.
- (d) The United States Government shall have such use of the foreshore and of the internal and territorial waters adjacent to the defence areas as shall be mutually agreed. Any such agreed use shall not interfere with navigation but may entail the restriction of anchoring, fishing and landing in agreed areas.

Roads

- (3) (a) The roads running through the defence areas which are open generally for public use on the date of signature of this Agreement shall remain open for such use; provided, however, that nothing shall be done to interfere with the carrying out of the purposes of this Agreement.
- (b) The United States Government shall consult from time to time with the Government of Antigua for the purpose

of agreeing upon the extent of any damage to roads which may have been caused by United States operations, and the repairs which are necessary. The United States Government shall either make those repairs or reimburse their cost to the local Government.

Coolidge Field

- (4) (a) Aircraft owned or operated by or on behalf of the United States Government shall at all times be entitled to unrestricted use of Coolidge Field airport on the terms and conditions as to landing charges and contributions set out in paragraph (1) of Article VII of this Agreement; but no charges shall be payable for any airport services provided in respect of such use.
- (b) The United States Government and the United States contractors may, without charge, use the pier at Coolidge Field for the purposes of this Agreement.

Parham Peninsula

- (5) (a) The United States Government may erect and operate on Parham Peninsula
  - (i) approximately ten antennae arrays (each array to consist of four poles, each approximately 90 feet high, set in a rhombic pattern, each side of which extends approximately 300 feet) together with necessary connecting lines, power lines, underground cables and support wires; and
  - (ii) a communications building approximately 50' x 100' in size with an access road thereto.

Persons authorised by the United States Government may enter and move freely on the Peninsula for purposes related to the preparatory survey for and the installation, operation and maintenance of the antennae.

- (b) Land under and adjacent to the antennae may be used for agricultural purposes, provided that such use does not interfere with the operation of the antennae.

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**ANNEX B***Barbados***Defence Area, Rights of Way and Easements**

(1) The attached map No. 2 shows, but not definitively, the defence area, certain rights of access, rights of way and easements. The defence area shall as soon as may be practicable be definitely described by agreement between the United States Government, the Federal Government and the Government of the Territory.

**Nature of Rights**

- (2) (a) The rights vested in the United States Government by virtue of this Agreement include the right to maintain and operate within the defence area an oceanographic research station, including its associated instrumentation, detection and communications systems.
- (b) No wireless station, submarine cable, land line or other installation shall be established by the United States Government outside the defence area except at such place or places as may be agreed. Any submarine cable or wireless station shall be sited and operated in such a way that it will not cause interference with established civil communications.
- (c) When submarine cables are no longer required for the purposes of this Agreement, their disposal or further use shall be subject to consultation between the parties and, in the absence of agreement, they shall be removed by and at the expense of the United States Government.
- (d) The United States Government shall have such use of the foreshore and of the internal and territorial waters adjacent to the defence area as shall be mutually agreed. Any such agreed use shall not interfere with navigation, but may entail the restriction of anchoring, fishing and landing in agreed areas.

**Temporary Anchorage**

(3) Any vessel or aircraft compelled by weather or some other exigency of prudent navigation may seek safe temporary anchorage in the sea areas which are adjacent to or are included in the defence area.

**Roads**

(4) The United States Government shall consult from time to time with the Government of Barbados for the purpose of agreeing upon the extent of any damage to roads which may have been caused by United States operations, and the repairs which are necessary. The United States Government shall either make those repairs or reimburse their cost to the local Government.

ANNEX C

*Jamaica*

Defence Area, Rights of Way and Easements

(1) The attached map No. 3 shows, but not definitively, the defence area, certain rights of access, rights of way and easements. The defence area shall as soon as may be practicable be definitely described by agreement between the United States Government, the Federal Government and the Government of the Territory.

Nature of Rights

(2) The rights vested in the United States Government by virtue of this Agreement include the right to establish, maintain and operate within the defence area a Loran Station, the function of which shall be to transmit electronic signals to provide long range navigational aid by which ships and aircraft may determine their exact position.

ANNEX D*St. Lucia*Defence Areas, Rights of Way and Easements

(1) The attached map No. 4 shows, but not definitively, the defence areas, certain rights of access, rights of way and easements. The defence areas shall as soon as may be practicable be definitely described by agreement between the United States Government, the Federal Government and the Government of the Territory.

Nature of Rights

- (2) (a) The rights vested in the United States Government by virtue of this Agreement include the right to maintain and operate within the defence areas an electronic research and test station, including its associated instrumentation, detection and communications systems. The United States Government shall also have the right to launch, fly and land test vehicles.
- (b) No wireless station, submarine cable, land line or other installation shall be established by the United States Government outside the defence areas except at such place or places as may be agreed. Any submarine cable or wireless station shall be sited and operated in such a way that it will not cause interference with established civil communications.
- (c) When submarine cables are no longer required for the purposes of this Agreement, their disposal or further use shall be subject to consultation between the parties and, in the absence of agreement, they shall be removed by and at the expense of the United States Government.

Beane Field

- (3) (a) Notwithstanding the provisions of paragraph (2) of Article IV of this Agreement, Beane Field will be open for civil use under the terms of the Agreement of February 24, 1948, between the Government of the United Kingdom and the United States Government concerning the opening of certain Military Bases in the Caribbean Area and Bermuda to use by civil aircraft.<sup>1</sup> The United States Government shall give notice as far in advance as is practicable if it becomes necessary to limit or suspend civil air operations at Beane Field pursuant to Article VI of that Agreement.
- (b) The Government of St. Lucia or any authority or person authorised by that Government may have access to and

<sup>1</sup> TIAS 1717; 62 Stat. 1860.

use the pier at Beane Field, provided that such use does not interfere with the use of the pier for the purposes of this Agreement by the United States Government.

Water Supply

(4) The United States Government shall, within the capacity of the facilities in place on the date of signature of this Agreement, increase the supply of water in excess of United States needs to meet the normal needs of the civil population in the vicinity of Beane Field and the Vieux Fort area.

Roads

(5) The United States Government shall consult from time to time with the Government of St. Lucia for the purpose of agreeing upon the extent of any damage to roads which may have been caused by United States operations, and the repairs which are necessary. The United States Government shall either make those repairs or reimburse their cost to the local Government.

ANNEX E*Trinidad and Tobago*Defence Area

(1) The attached map No. 5 shows, but not definitively, the defence area. The defence area shall as soon as may be practicable be definitively described by agreement between the United States Government, the Federal Government and the Government of the Territory.

Areas to be Vacated

(2) By the end of 1962, the United States Government shall vacate the Areas I and II as shown on the attached map No. 5. With due regard for security until they are vacated, these areas may be used by the Government of Trinidad and Tobago.

Nature of Rights

(3) The rights vested in the United States Government by virtue of this Agreement include the right to maintain and operate within the defence area a naval station and an electronic research and test station, including its associated instrumentation, detection and communications systems.

Stand-by Areas

(4) In the event of the outbreak of general hostilities while any part of the area referred to in paragraph (1) of this Annex is, or is treated as, a defence area, the areas described below shall, upon request, be immediately made available to the United States Government. These areas shall be made available free of rent and all charges other than such compensation as it may mutually be agreed shall be paid by the United States Government in order to compensate for any loss suffered by private persons in respect of improvements made after the date of signature of this Agreement.

(a) *Waller Field*

- (i) An area of approximately 1,400 acres bounded as follows:-
  - by the Churchill-Roosevelt Road on the North,
  - by the Andrews Road on the West,
  - by the Orinoco Road on the South,
  - by the Demerara and Castries Road on the East;
- and
- (ii) a flight clearance strip at the end of each runway extending 2,500 feet from the end of the runway and extending fanwise to a width of 1,500 feet.

(b) *Monos Island*

Five acres of land in two or more parcels for use in connexion with harbour defence, the exact locations of which shall be determined by agreement at the time.

(c) *Greenhill Harbour Defence Site*

An area of approximately 130 acres to be determined by agreement.

(d) *Scotland Bay*

The area shown as Area II on the attached map No. 5, which is enclosed by the following coordinates:

"Beginning on the shoreline at N14000 W26120; thence, south along the shoreline including Bowens Island to N11000 W25060; thence, east to N11000 W23000; thence, north-east to N14470 W21770; thence, east to N14470 W21340; thence, north to N16230 W21340; thence, north-west to N16230 W23000; thence, north-west to N17000 W23410; thence, west to Mahant Bay at N17000 W24330; thence, in a south-westerly direction along the shoreline to the point of beginning."

Teteron Bay

(5) (a) The part of the defence area which is known as the Teteron Bay area, and which is described below, may also be used by the Government of Trinidad and Tobago and the Federal Government for the purposes of the training and stationing of Trinidadian and Federal naval units, marine police forces, and engineering construction units.

(b) The Teteron Bay area, which is shown as Area III on the attached map No. 5, is enclosed by the following coordinates:

"Beginning on the shoreline within Teteron Bay at N6500 W23950; thence, west to N6500 W22800; thence, north-eastward to N8000 W21670; thence, north to N9800 W21670; thence, east to N9800 W23000; thence, south-west to N9000 W23400; thence, west to the shoreline; thence, along the shoreline to the point of beginning."

Machine Shops

(6) The United States Government shall permit such use of machine shops in the defence area east of Staubles Bay as would assist in the carrying out of agreed programmes for vocational training of the people of Trinidad and Tobago.

Restricted Water Area

(7) (a) In order to provide an area within the territorial waters adjacent to the defence area for the operation of seaplanes, an area shall be designated as a restricted area.

(b) The restricted area at present agreed is shown as Area IV on the attached map No. 5 and is enclosed by a line:

"Beginning at a point on the shoreline N9140 W3670; thence, running to Caledonia Island light; thence, to the westernmost point of Lenagan Island; thence, to the westernmost point of Rock Island; thence, to the southernmost point of Carrera Island; thence, to the most southerly point on Pointe Gourde; thence, eastward along the shoreline to the beginning."

This area may be redefined from time to time by agreement between the United States Government and the Government of Trinidad and Tobago.

(c) All vessels shall be permitted to enter the restricted area subject to the following conditions:-

(i) Vessels shall remain continuously underway.

(ii) Every vessel shall carry between sunset and sunrise at least one white light visible from all points of the horizon for a distance of at least two miles and mounted at least two feet above the gunwales.

(iii) The occupants of all vessels shall comply with all lawful orders issued by a member of the United States Navy.

In addition to the foregoing, other conditions may be imposed as shall be mutually agreed to be necessary to ensure safe and efficient seaplane operations.

Fleet Anchorage

(8) (a) The United States Government shall notify the Government of Trinidad and Tobago whenever it requires the control of an anchorage, to be known as the United States Fleet Anchorage, and shall, after such consultation with that Government as may be appropriate, exercise control thereof. To facilitate such control the Government of Trinidad and Tobago, at the request of the United States Government, shall take steps to clear the anchorage.

(b) The anchorage shall comprise an area in the Gulf of Paria enclosed by a line as follows:-

"Beginning at Caledonia Island light; thence, due east to a point directly south of Cumana Point; thence, due south to the northern edge of the dredged channel to

Port of Spain; thence, generally westward along the northern edge of the dredged channel to a point due south of Point de Cabras on Huevos Island; thence, to Point de Cabras; thence, along the eastern shoreline of Huevos Island to the north-east point of this Island; thence, to the north-west point of Monos Island; thence, along the southern shores of Monos Island to the north-east point of this Island; thence, to Point Rouge."

- (c) As soon as reasonably practicable, the United States Government shall notify the Government of Trinidad and Tobago that it will by a specified time no longer require, or that it no longer requires, control of the anchorage and from the time so specified, or from the notification, as the case may be, the United States Government shall cease to have or exercise control of the anchorage.
- (d) The United States Government shall have the rights, power and authority necessary for the utilisation of the anchorage as such and for its protection.
- (e) A reference to the anchorage includes a reference to a part thereof.

#### Access

- (9) (a) Subject only to such restrictions as the United States Government may require for reasons of military necessity or for proper police control,
  - (i) the United States Government shall not hinder the rights of development possessed by the Government of Trinidad and Tobago in Pointe Gourde and in the islands forming part of Trinidad and adjoining the defence area;
  - (ii) the Government of Trinidad and Tobago, members of its forces, and all persons employed or having business at Pointe Gourde, the islands mentioned in sub-paragraph (i) above and La Retraite shall have the right of access by land and sea to those places.
- (b) Means of access to Scotland Bay and Teteron Bay shall be as mutually agreed.

#### Natural Resources

- (10) (a) *Stone, Sand and Gravel*

From such areas and upon such terms and conditions as may be mutually agreed the Government of Trinidad and Tobago may within the defence area win stone, gravel and sand for public works, provided that nothing shall be done to interfere with the carrying out of the purposes of this Agreement.

(b) *Water Supply*

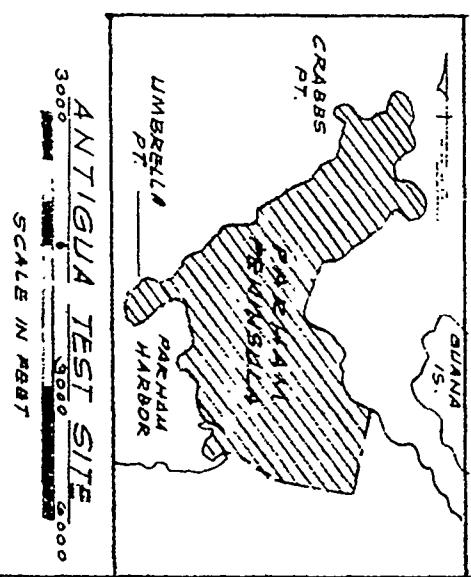
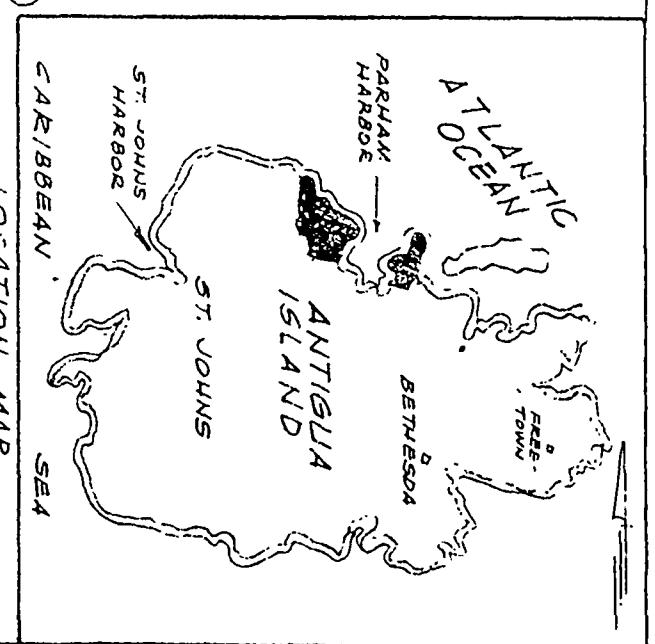
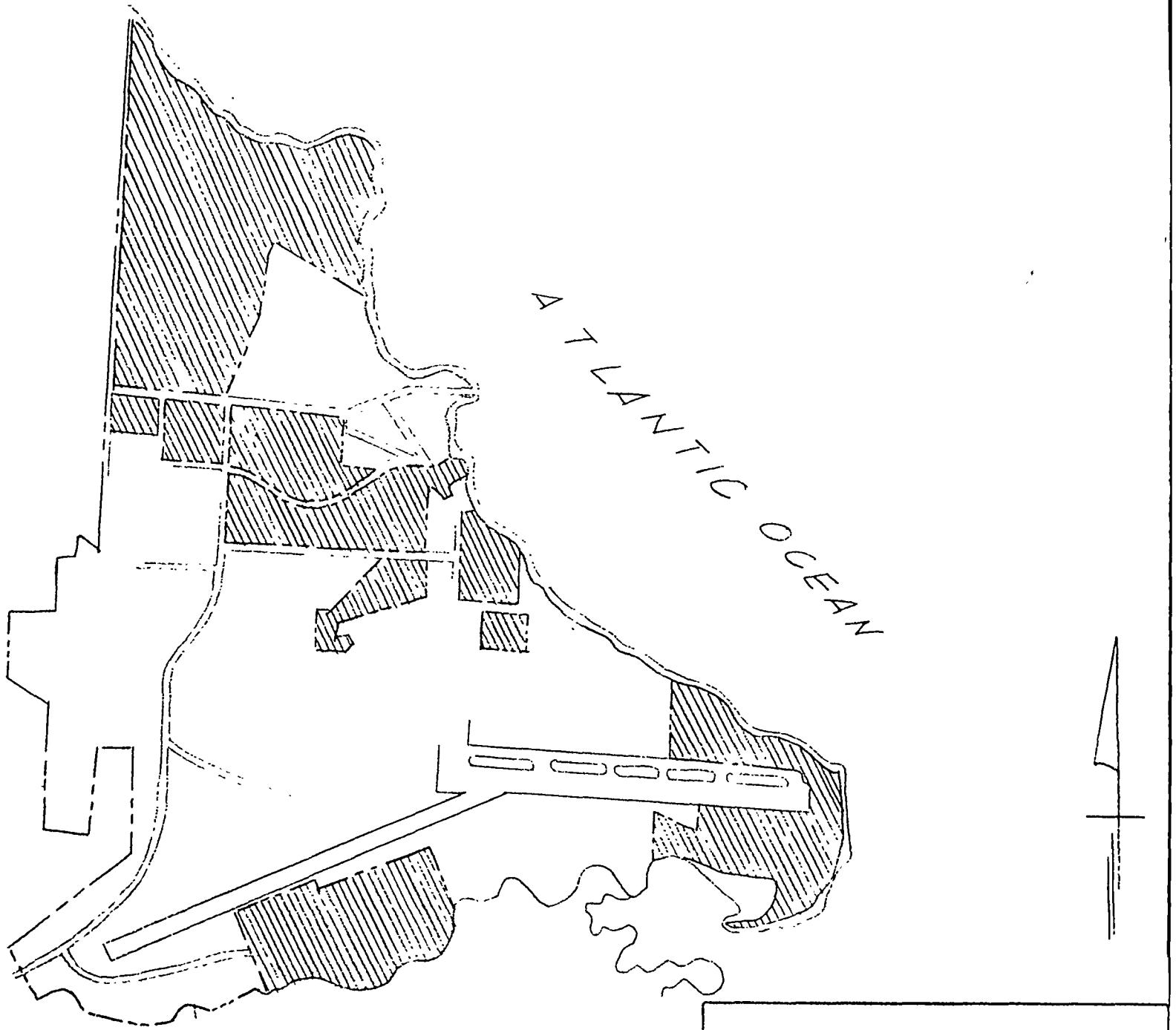
Such water from existing wells within the defence area as after determination by hydrological survey is surplus to United States requirements, will be made available at the well head to the Government of Trinidad and Tobago. United States requirements shall include the need to maintain appropriate levels and pressures.

Plantation Administration

- (11) (a) Existing plantation areas and other areas as may be agreed within the defence area may, subject to United States military requirements, be cultivated under the administrative control of the Government of Trinidad and Tobago, consistent with such security and property control arrangements as may be deemed to be necessary.
- (b) Existing administrative buildings and other installations used in connexion with the plantation areas will be under the administration and control of the Government of Trinidad and Tobago for use and maintenance in connexion with the administration and cultivation of the plantation areas. New buildings or installations may not be constructed without the concurrence of the United States Government.

Magazine Areas

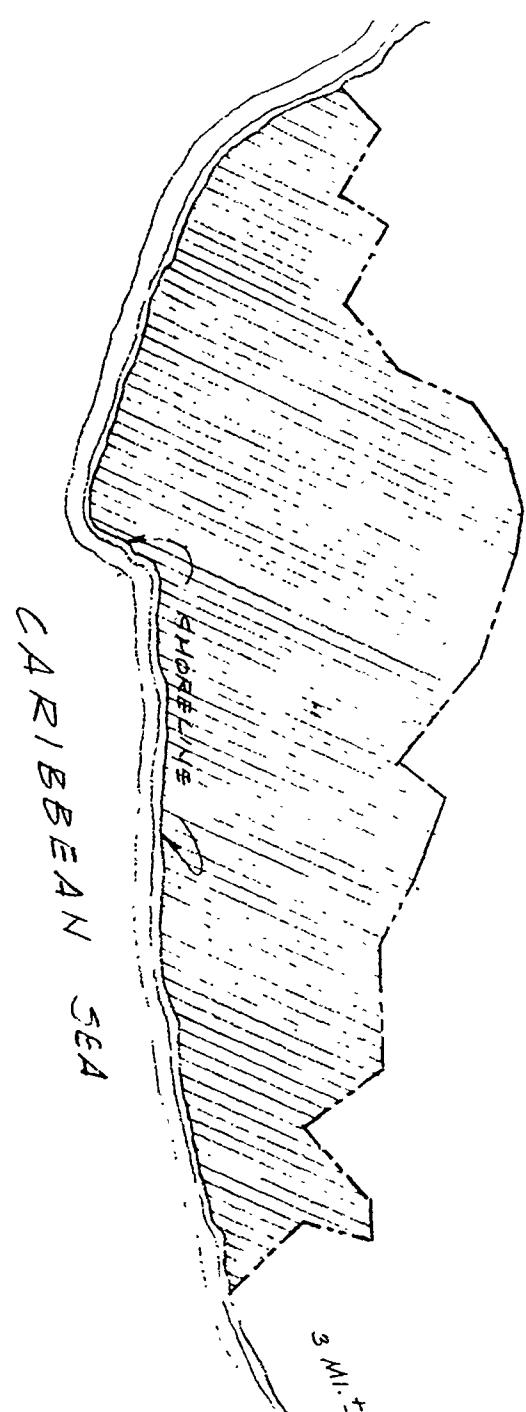
- (12) The United States Government shall take every practicable measure in magazine areas in the defence area to prevent injury to the people of Trinidad and Tobago or their property.



[This map is a 30% reduction of the original]

DEFENSE AREAS  
ANTIGUA

MAP NO. 1

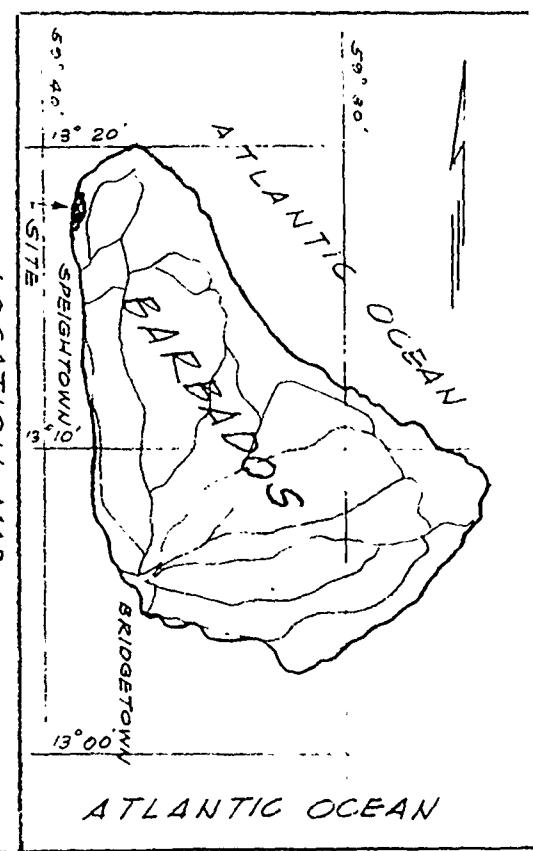


Scale  
400 miles

CARIBBEAN SEA

3 MI. + TO SPEIGHTSTOWN

[This map is a 30% reduction of the original]



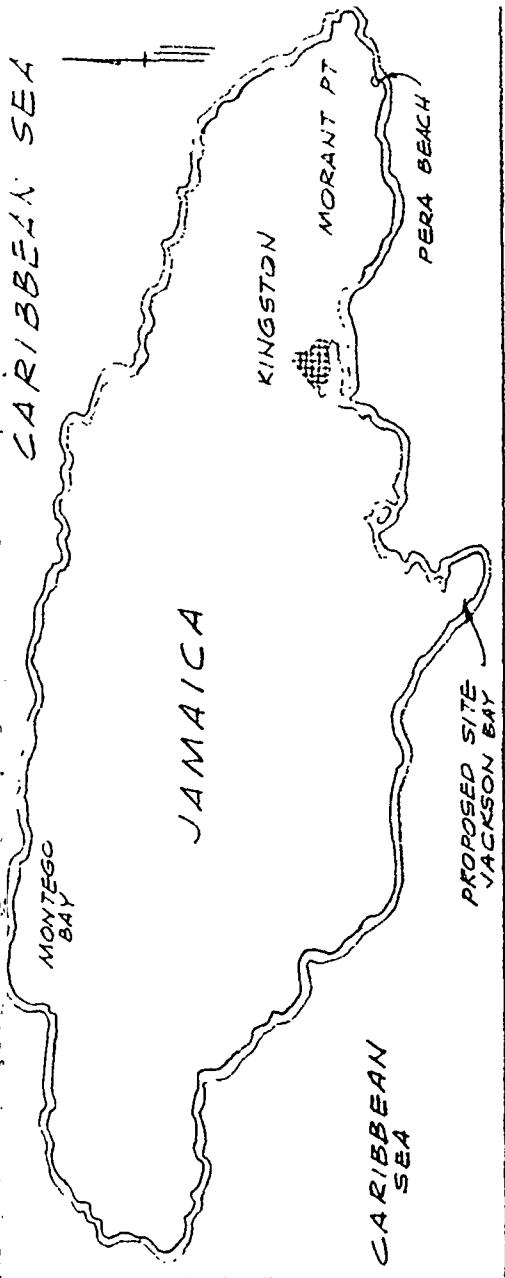
LOCATION MAP

SCALE 1:320,000

DEFENSE AREA  
BARBADOS

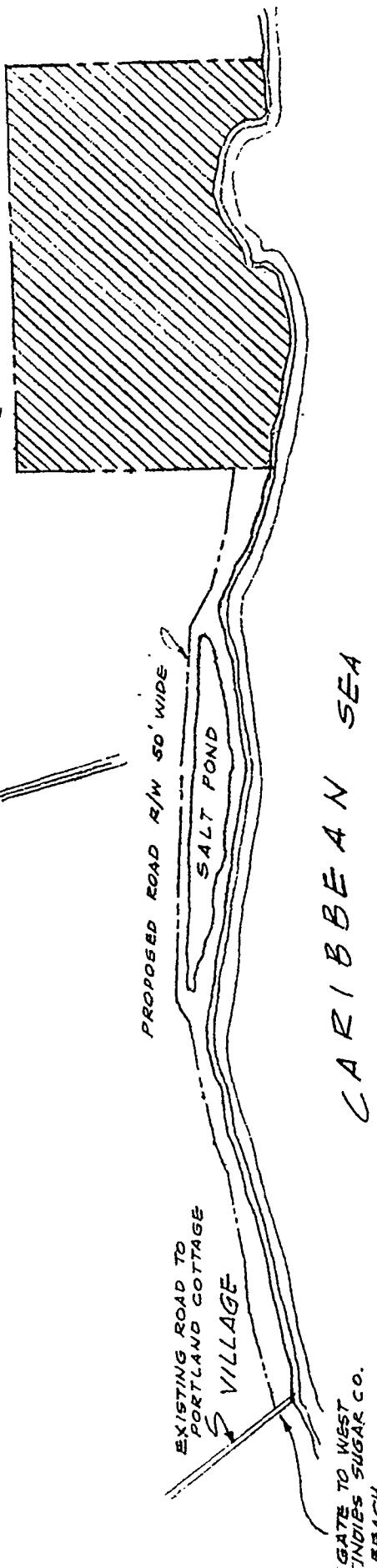
MAP NO. 2

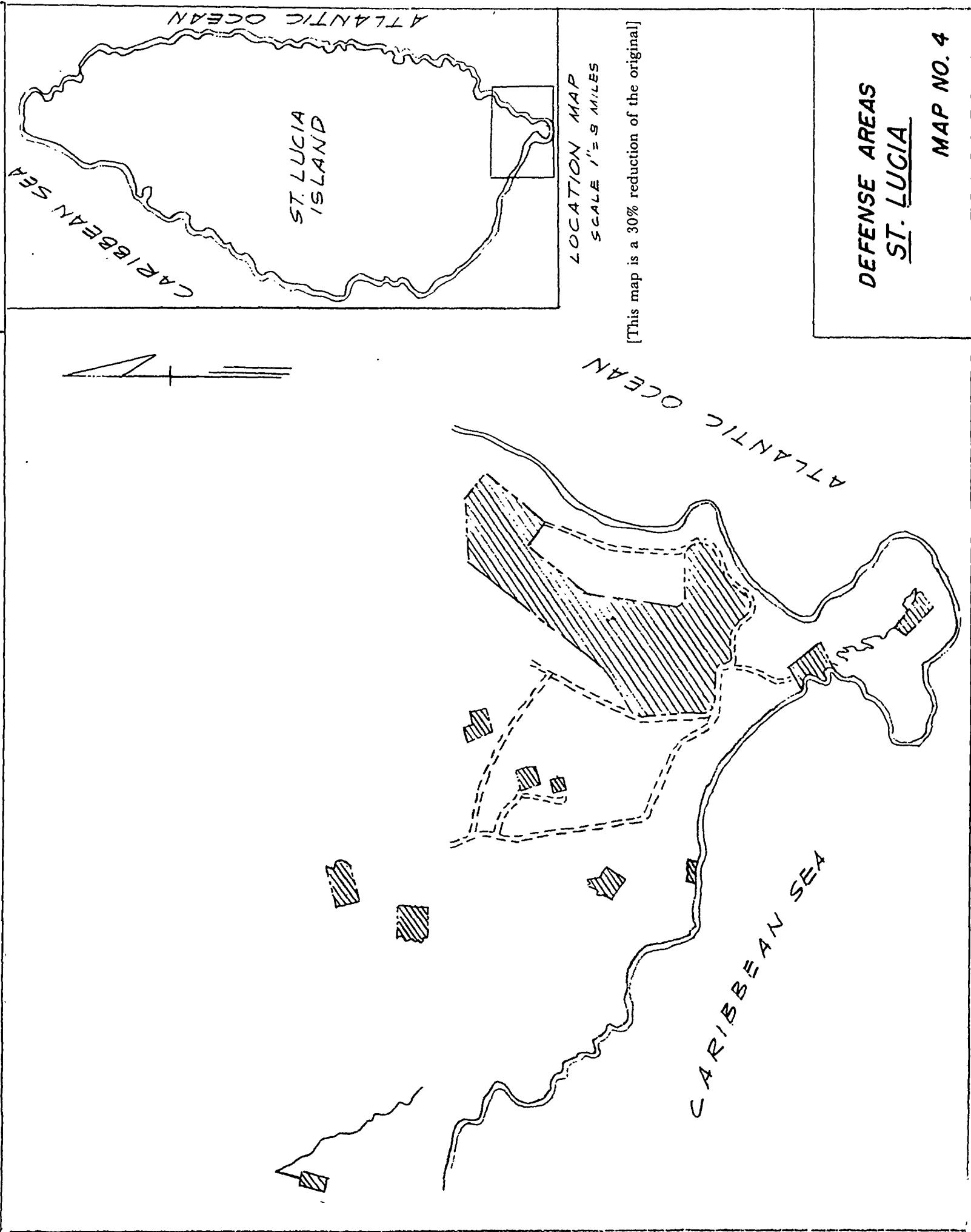
GRAPHIC SCALE  
400 miles

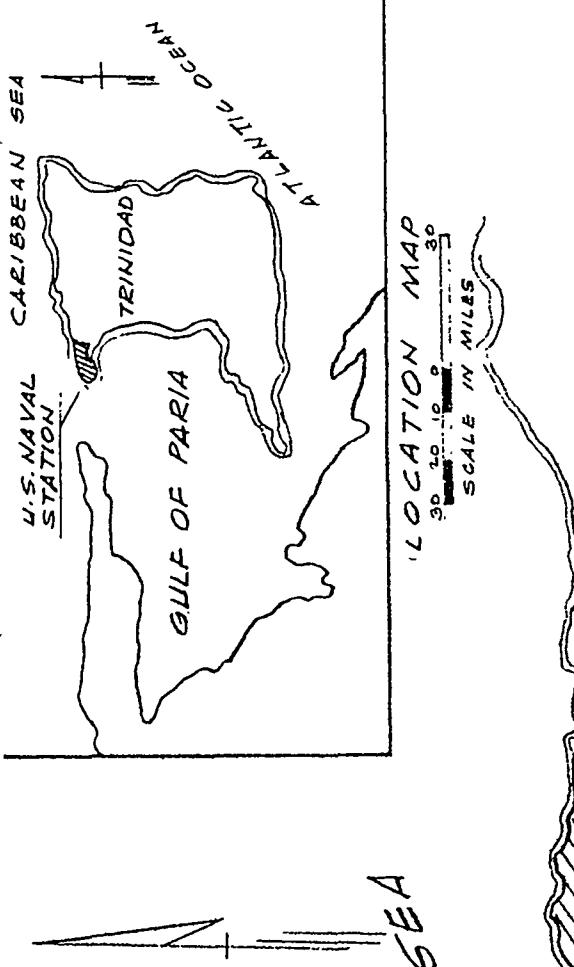


VICINITY MAP  
SCALE IN MILES

[This map is a 30% reduction of the original]





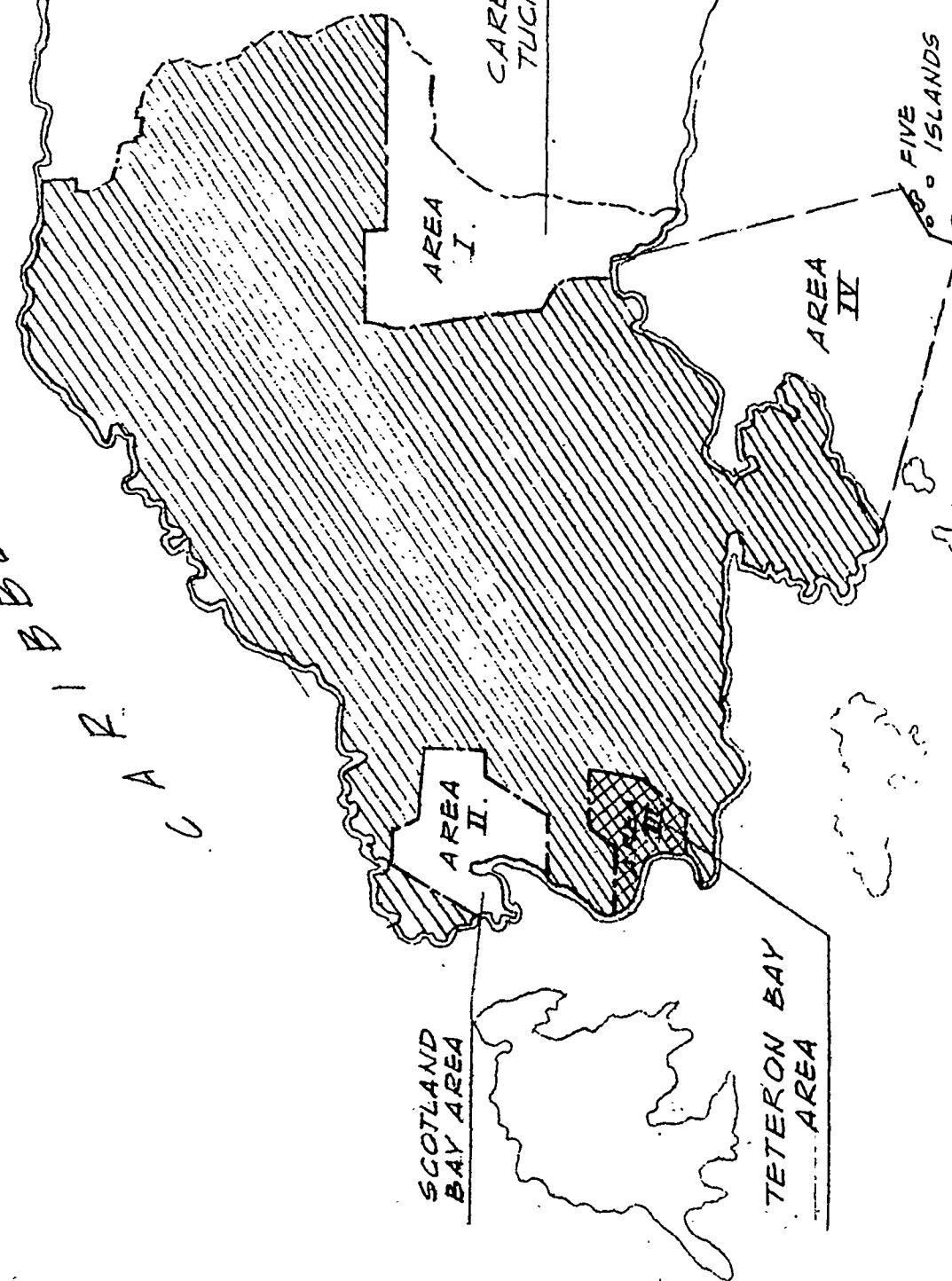


[This map is a 30% reduction of the original]

SEA

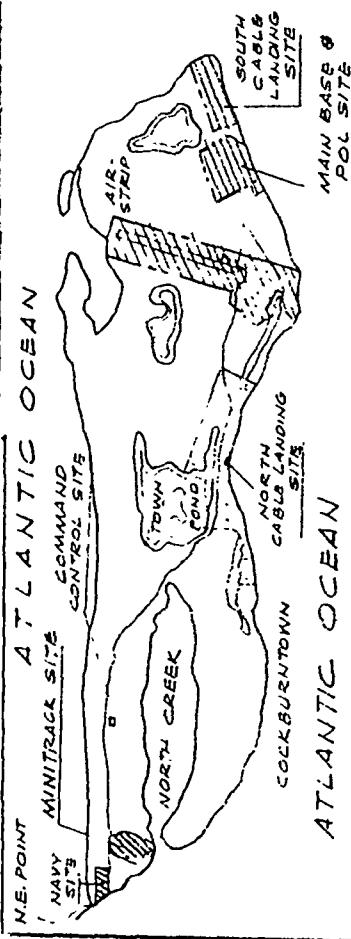
B E A  
R  
A

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DEFENSE AREA  
TRINIDAD

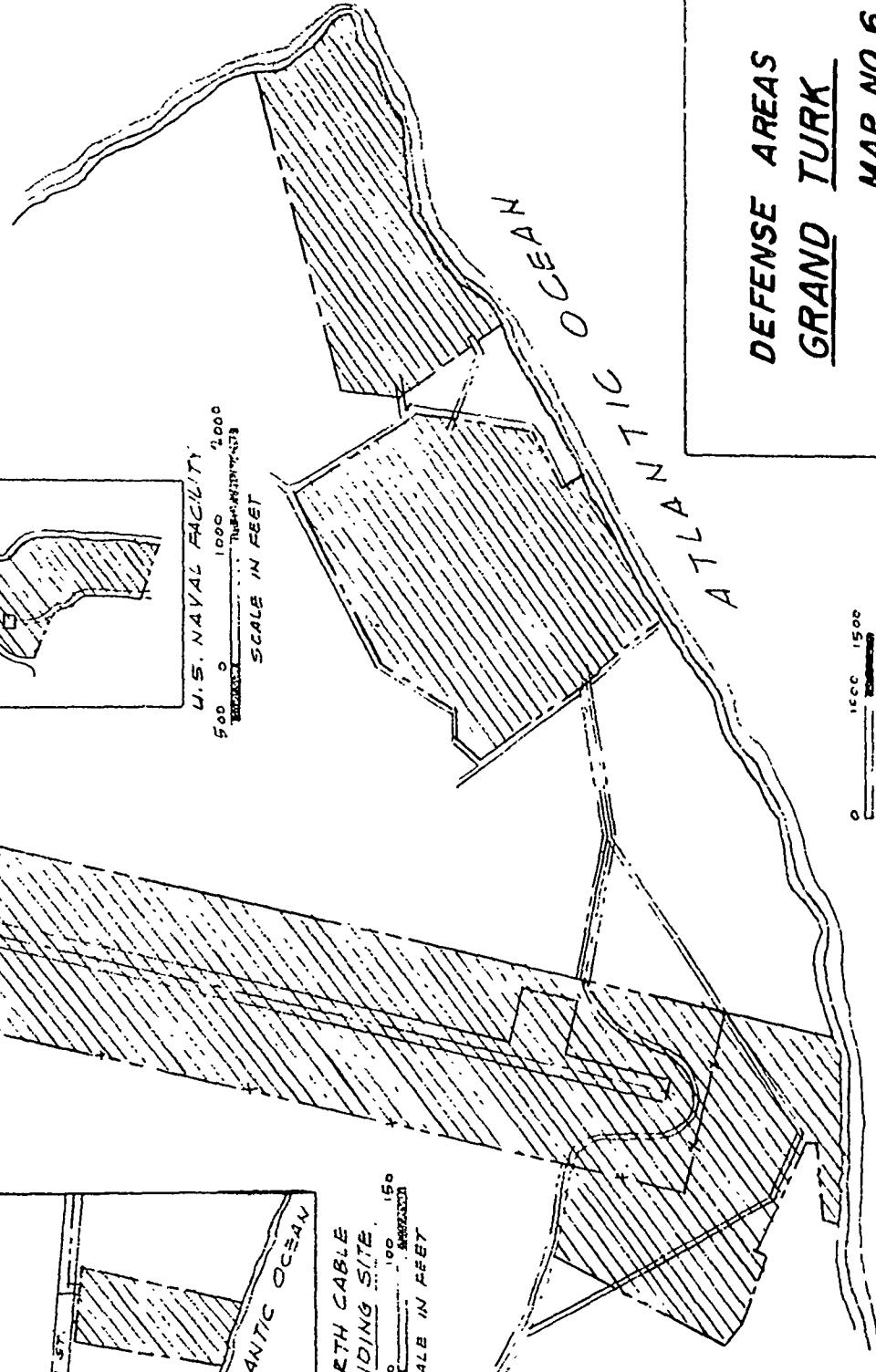
MAP NO. 5



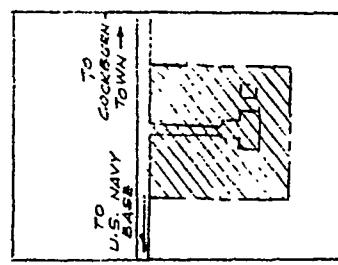
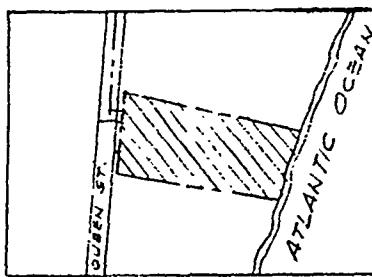
**LOCATION MAP**

500 1000 1500 2000  
SCALE IN YARDS

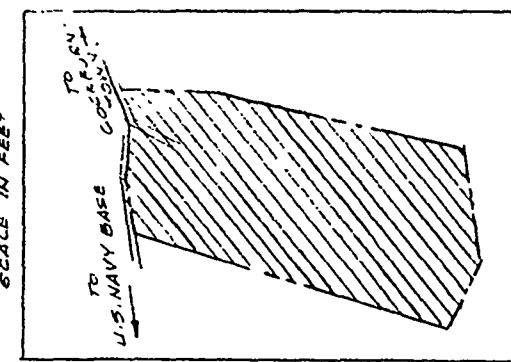
[This map is a 30% reduction of the original]



1000 1500  
SCALE IN FEET



100 200 300  
SCALE IN FEET



MAP NO. 6

ANNEX F*Turks and Caicos Islands*Defence Areas, Rights of Way and Easements

(1) The attached map No. 6 shows, but not definitively, the defence areas, certain rights of access, rights of way and easements. The defence areas shall as soon as may be practicable be definitely described by agreement between the United States Government, the Federal Government and the Government of the Territory.

Nature of Rights

- (2) (a) The rights vested in the United States Government by virtue of this Agreement shall include the right to maintain and operate within the defence areas an electronic research and test station and an oceanographic research station, including their associated instrumentation, detection and communications systems. The United States Government shall also have the right to launch, fly and land test vehicles.
- (b) No wireless station, submarine cable, land line or other installation shall be established by the United States Government outside the defence areas except at such place or places as may be agreed. Any submarine cable or wireless station shall be sited and operated in such a way that it will not cause interference with established civil communications.
- (c) When submarine cables are no longer required for the purposes of this Agreement, their disposal or further use shall be subject to consultation between the parties and, in the absence of agreement, they shall be removed by and at the expense of the United States Government.
- (d) The United States Government shall have such use of the foreshore and of the internal and territorial waters adjacent to the defence areas as shall be mutually agreed. Any such agreed use shall not interfere with navigation but may entail the restriction of anchoring, fishing and landing in agreed areas.

Civil Air Operations

(3) Notwithstanding the provisions of paragraph (2) of Article IV of this Agreement, civil air operations may be carried on in accordance with the Exchange of Notes of December 6, 1956/January 4, 1957 between the Government of the United Kingdom and the United States Government concerning the use of certain Long Range Proving Ground facilities by civil aircraft.<sup>[1]</sup> Upon the specific

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<sup>[1]</sup> TIAS 3727; 8 UST 1.

request of the Administrator to the Commanding Officer a non-scheduled, privately owned, licensed aircraft may, under the terms of that Agreement, so far as applicable (including paragraph (2)(d) thereof), make a single landing at a defence area.

Water Supply

(4) The United States Government shall, within the capacity of the facilities in place on the date of signature of this Agreement, make available to meet the needs of the civil population water which is in excess of United States needs.

Pier

(5) The Government of the Turks and Caicos Islands or any authority or person authorised by that Government may have access to and use the pier in the defence area, provided that such use does not interfere with the use of the pier for the purposes of this Agreement by the United States Government.

Temporary Anchorage

(6) Any vessel or aircraft compelled by weather or some other exigency of prudent navigation may seek safe temporary anchorage in the sea areas which are adjacent to or are included in a defence area.

Roads

(7) The United States Government shall consult from time to time with the Government of the Turks and Caicos Islands for the purpose of agreeing upon the extent of any damage to roads which may have been caused by United States operations, and the repairs which are necessary. The United States Government shall either make those repairs or reimburse their cost to the local Government.

MEMORANDUM OF UNDERSTANDING

1. The United States Government and the Federal Government have reached the following understandings with regard to the Agreement signed this day concerning United States defence areas in the Federation of The West Indies:

- (a) With respect to paragraph (1) of Article VII, it is understood that the words "other users" mean those persons who, where preferential rates apply to certain users, are charged at the lowest rate.
- (b) With respect to paragraph (3) of Article VIII, it is understood that United States contractors will be exempt from taxation on any income received under a contract with the United States Government for the purposes of the Agreement and will also be exempt from any tax in the nature of a licence with respect to any work performed for the United States Government for the purposes of the Agreement.
- (c) (i) With respect to Article XII, it is understood that the United States Government may continue to use all those radio frequencies, powers and band widths for communications, detection, research and test operations that it is entitled to use in the Federation at the date of signature of the Agreement.  
(ii) It is also understood that the United States Government will continue to be responsible for notifying to the International Frequency Registration Board (I.F.R.B.), as appropriate, those frequencies, powers and band widths used in connexion with United States operations under the Agreement. Prior to notifying the I.F.R.B. of any change in registered frequencies, the United States Government will reach agreement with the Federal Government regarding the proposed change.  
(iii) The Federal Government and the United States Government will inform the I.F.R.B. that this arrangement which has been entered into between them provides for the necessary coordination regarding frequencies used by the United States Government and authorises the United States Government to obtain international registration of agreed frequencies.
- (d) (i) With respect to paragraph (3) of Annex E, it is understood that the electronic test and research station which the United States Government will operate pursuant to this provision will be used in connexion with United States test and research programmes in the fields of electronic surveillance and communications. Research and test operations at the station will include detection, tracking, telemetry, data read-out, reception, transmission and communications related to both missile and space programmes.

(ii) It is also understood that, while the general nature and purposes of the station will remain as described above, technical changes in equipment and operations will be made from time to time in order that the station may carry out its role in the surveillance and communications programmes.

2. It is also the understanding of the two Governments that the local administrative agreements or other arrangements in effect on the date of signature of the Agreement, including existing arrangements on matters which under paragraph (3) of Article VII and sub-paragraphs (b) and (d) of paragraph (2) of Annexes A, B, D, and F would require consultation between or concurrence by the appropriate United States and local authorities, shall remain in effect, without prejudice to the right of the appropriate authorities to request a review of these administrative agreements or other arrangements.

Done in duplicate at Port of Spain on the tenth day of February, 1961.

For the Government of the  
United States of America:

JOHN HAY WHITNEY

GEORGE L P WEAVER

HÈCTOR PEREZ GARCIA

IVAN B. WHITE

WILLIAM E. LANG

For the Government of the Fed-  
eration of The West Indies:

GRANTLEY ADAMS.  
*Prime Minister,  
The West Indies.*

V. C. BIRD  
*Chief Minister, Antigua.*

H. GORDON CUMMINS.  
*Premier, Barbados.*

N. W. MANLEY.  
*Premier, Jamaica.*

G F CHARLES  
*Chief Minister, St. Lucia.*

ERIC WILLIAMS  
*Premier, Trinidad and Tobago.*

AGREED MINUTE WITH RESPECT TO ARTICLE X OF THE  
AGREEMENT OF FEBRUARY, 10, 1961 CONCERNING UNITED  
STATES DEFENCE AREAS IN THE FEDERATION OF THE  
WEST INDIES

1. With respect to paragraph (2) of Article X, the United States delegation explained that in handling claims under this provision United States authorities would exercise the broad authority provided under United States laws relating to Foreign Claims and regulations issued thereunder. These laws provide for simple, administrative

procedures for the settlement of claims against the United States overseas. Under these procedures any inhabitant of the Federation who believes he has a valid claim would, upon application to any United States authority, be referred to the appropriate United States Foreign Claims Commission which is authorised by law to settle foreign claims.

2. A Claims Commission's procedures in considering claims referred to it are expeditious and very informal, although a full record is developed in each case. A Claims Commission is not bound by judicial rules of evidence and may consider any material which is relevant to the claim. Claims must be presented to a Commission within two years from the time of the loss or injury.

3. Except where settlement is accepted in full satisfaction, a claimant is not precluded from pursuing such remedies as local law provides.

4. The United States delegation explained that in settling claims which are described in paragraph (1) of Article X as arising ". . . out of any other act, omission or occurrence for which the United States Forces are legally responsible", United States authorities would take into consideration local law and practice. An example would be a claim based upon an injury caused by a falling structure that was under the full control of the United States Forces.

5. It was understood that should the procedures provided for under Article X prove to be unsatisfactory, upon the request of the Government of the Federation of The West Indies a new claims article would be adopted which would be equivalent in substance to paragraph (5) of Article VIII of the NATO Status of Forces Agreement.<sup>[1]</sup>

JOHN HAY WHITNEY

GRANTLEY ADAMS.

GEORGE L P WEAVER

V. C. BIRD

HÈCTOR PÉREZ GARCÌA

H. GORDON CUMMINS.

IVAN B. WHITE

N. W. MANLEY.

WILLIAM E. LANG

G F CHARLES

ERIC WILLIAMS

PORT OF SPAIN,  
10 February, 1961.

<sup>1</sup> TIAS 2846; 4 UST 1806.

*The British Parliamentary Under Secretary of State for the Colonies to the  
Representative of the United States of America*

COLONIAL OFFICE

PORT OF SPAIN,  
*February 10, 1961.*

SIR,

I have the honour to inform you that Her Majesty's Government in the United Kingdom have addressed to the Governor-General of the Federation of The West Indies a communication in the following terms:

"My Lord,

I have the honour to inform Your Lordship that Her Majesty's Government view with much satisfaction the outcome of the Conference which has recently been held to consider the revision of the Leased Bases Agreement of March 27, 1941, and other Agreements relating to United States defence facilities in the territory of the Federation of The West Indies. The successful conclusion of the discussions, and the cordial atmosphere in which agreement was reached, reflect the continuing desire of the Governments which participated in the Conference to co-operate in the defence of the Caribbean area as part of the defence of the free world. With this end in view, and having regard to the provisions of Article 56(1) of the Constitution of The West Indies, the United Kingdom Government are pleased to entrust to the Government of the Federation of The West Indies authority to sign the Agreement concerning United States defence areas in the Federation which was negotiated at the Conference.

I shall be grateful if you will acknowledge receipt of this despatch."

I shall be grateful if you will confirm that the Government of the United States of America have taken note of the foregoing.

I avail myself of this opportunity to renew to you the assurance of my highest consideration.

HUGH FRASER.

The Honourable

JOHN HAY WHITNEY,

*Representative of the  
United States of America.*

*The Representative of the United States of America to the British Parliamentary Under-Secretary of State for the Colonies*

PORT OF SPAIN, TRINIDAD,  
February 10, 1961.

SIR:

I have the honor to acknowledge receipt of your Note of today's date, which reads as follows:

"Sir,

I have the honour to inform you that Her Majesty's Government in the United Kingdom have addressed to the Governor-General of the Federation of The West Indies a communication in the following terms:

'My Lord,

I have the honour to inform your Lordship that Her Majesty's Government view with much satisfaction the outcome of the Conference which has recently been held to consider the revision of the Leased Bases Agreement of March 27, 1941, and other Agreements relating to United States defence facilities in the territory of the Federation of The West Indies. The successful conclusion of the discussions, and the cordial atmosphere in which agreement was reached, reflect the continuing desire of the Governments which participated in the Conference to co-operate in the defence of the Caribbean area as part of the defence of the free world. With this end in view, and having regard to the provisions of Article 56 (1) of the Constitution of The West Indies, the United Kingdom Government are pleased to entrust to the Government of the Federation of The West Indies authority to sign the Agreement concerning United States defence areas in the Federation which was negotiated at the Conference.

I shall be grateful if you will acknowledge receipt of this despatch.'

I shall be grateful if you will confirm that the Government of the United States of America have taken note of the foregoing."

I have the honor to confirm that the Government of the United States of America have taken note of the contents thereof.

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

Sincerely yours,

JOHN HAY WHITNEY  
*Representative of the  
United States of America*

The Honourable

HUGH FRASER, M.B.E., M.P.,  
*Parliamentary Under-Secretary of State  
for the Colonies.*

# UNITED KINGDOM

Defense Areas in the Federation of The West Indies: Use by  
the United Kingdom of Oceanographic Research Stations  
and Parts of Long Range Proving Ground

*Agreement effected by exchange of notes  
Signed at Port of Spain February 10, 1961;  
Entered into force February 10, 1961.*

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*The British Parliamentary Under-Secretary of State for the Colonies  
to the Representative of the United States of America*

PORT OF SPAIN,  
February 10, 1961.

SIR,

I have the honour to refer to the Agreement signed this day concerning United States defence areas in the Federation of The West Indies [<sup>1</sup>] and to state that it is the understanding of Her Majesty's Government in the United Kingdom that they will continue to enjoy the same rights as they have enjoyed hitherto in connexion with the use of Oceanographic Research Stations and of parts of the Long Range Proving Ground which are now to be operated under the provisions of that Agreement.

I shall be grateful if you will confirm that this is also the understanding of the Government of the United States of America. I am addressing a communication in similar terms to the Government of the Federation of The West Indies.

I avail myself of this opportunity to renew to you the assurance of my highest consideration.

HUGH FRASER.

The Honourable  
JOHN HAY WHITNEY,  
*Representative of the United States of America.*

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<sup>1</sup> TIAS 4734; *ante*, p. 408.

*The Representative of the United States of America to the British  
Parliamentary Under-Secretary of State for the Colonies*

PORT OF SPAIN, TRINIDAD,  
*February 10, 1961.*

Sir:

I have the honor to acknowledge receipt of your Note of today's date, which reads as follows:

"Sir,

I have the honour to refer to the Agreement signed this day concerning United States defence areas in the Federation of The West Indies and to state that it is the understanding of Her Majesty's Government in the United Kingdom that they will continue to enjoy the same rights as they have enjoyed hitherto in connection with the use of Oceanographic Research Stations and of parts of the Long Range Proving Ground which are now to be operated under the provisions of that Agreement.

I shall be grateful if you will confirm that this is also the understanding of the Government of the United States of America. I am addressing a communication in similar terms to the Government of the Federation of The West Indies."

I have the honor to confirm that the Government of the United States of America shares the understanding of Her Majesty's Government in the United Kingdom as expressed in the first paragraph of your Note.

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

JOHN HAY WHITNEY  
*Representative of the  
United States of America*

The Honorable

HUGH FRASER, M.B.E., M.P.,  
*Parliamentary Under-Secretary of State  
for the Colonies.*

# MULTILATERAL

## International Tracing Service

*Agreement effected by exchange of notes*

*Signed at Bonn and Bonn/Bad Godesberg April 28 and May 5, 1960;*

*Entered into force May 5, 1960.*

*Agreement effected by exchange of notes*

*Signed at Bonn and Geneva May 9 and 12, 1960;*

*Entered into force May 12, 1960;*

*Operative retroactively May 5, 1960.*

*Protocol renewing and amending the agreement of June 6, 1955;*

*Signed at Bonn August 23, 1960;*

*Entered into force May 5, 1960.*

*Protocol renewing and amending the agreement of June 6, 1955;*

*Signed at Bonn and Geneva September 30 and October 7, 1960;*

*Entered into force May 5, 1960.*

*The Minister for Foreign Affairs of the Federal Republic of Germany  
to the American Ambassador [<sup>1</sup>]*

DER BUNDESMINISTER  
DES AUSWÄRTIGEN

BONN, den 28. April 1960

HERR BOTSCHAFTER,

am 6. Juni 1955 ist durch Notenwechsel zwischen dem Bundeskanzler und den Botschaftern der Französischen Republik, des Vereinigten Königreichs Großbritannien und Nordirland und der Vereinigten Staaten von Amerika in Durchführung der Bestimmungen des Artikels 1(d) des Siebenten Teiles des Vertrages zur Regelung aus Krieg und Besatzung entstandener Fragen vereinbart worden, daß die Verantwortung für die Leitung und Verwaltung des Internationalen Suchdienstes für eine Periode von 5 Jahren dem Internationalen Komitee vom Roten Kreuz übertragen wird.

Ich beeche mich vorzuschlagen, daß die Verantwortung für die Leitung und Verwaltung des Internationalen Suchdienstes für eine neue Periode von 5 Jahren—vom 5. Mai 1960 ab gerechnet—dem Internationalen Komitee vom Roten Kreuz, unbeschadet des Eigentumsrechtes an den Archiven und Unterlagen des Internationalen Suchdienstes, übertragen wird.

Die im Notenwechsel vom 6. Juni 1955 vereinbarten Bedingungen sollen durch die Bestimmungen ergänzt werden, die in der beigefügten Kopie des Schreibens aufgeführt sind, das ich in dieser Angelegenheit und vorbehaltlich der Zustimmung Ihrer Regierung sowie der Regierungen der anderen zwei Mächte, an den Herrn Präsidenten des Internationalen Komitees vom Roten Kreuz zu senden beabsichtige. Diese Ergänzungen erstrecken sich insbesondere auf eine erneute Anerkennung des neutralen, unparteiischen und weltweiten Charakters des Internationalen Komitees vom Roten Kreuz, auf die Art der Finanzierung des Internationalen Suchdienstes, dessen Stellung und dessen Aufgaben.

Die Regierung der Bundesrepublik Deutschland wird ihrerseits wie bisher dafür sorgen, daß die Verwaltung der Archive und Unterlagen des Internationalen Suchdienstes durch das Internationale Komitee vom Roten Kreuz in Arolsen ungestört erfolgen kann.

<sup>1</sup> The English translation of the note is quoted in the United States note; *post*, p. 446. The enclosure to the German note is not printed.

Die Regierung der Bundesrepublik Deutschland wird mit den Regierungen der Französischen Republik, des Vereinigten Königreichs Großbritannien und Nordirland und der Vereinigten Staaten von Amerika spätestens nach Ablauf von vier Jahren—vom 5. Mai 1960 ab gerechnet—über die weitere Durchführung des Artikels 1(d) des Siebenten Teils des Vertrages zur Regelung aus Krieg und Besatzung entstandener Fragen, insbesondere über die Fortdauer oder Änderung der bisher getroffenen Abmachungen beraten. Ferner soll dann erneut geprüft werden, ob die Archive und Unterlagen des Internationalen Suchdienstes in Arolsen bleiben oder an den Sitz des Internationalen Komitees vom Roten Kreuz oder an einen anderen Ort überführt werden sollen. Die im Internationalen Ausschuß vertretenen anderen Regierungen sollen eingeladen werden, ihre Ansicht zu den in Frage stehenden Problemen zu äußern.

Die obenerwähnten Abmachungen sind für die Regierung der Bundesrepublik Deutschland annehmbar. Wenn sie auch für die Regierung der Vereinigten Staaten von Amerika annehmbar sind, beehe ich mich, Ihnen vorzuschlagen, diese Note und Ihre zustimmende Antwort als eine zwischen unseren beiden Regierungen getroffene Vereinbarung hierüber anzusehen.

Genehmigen Sie, Herr Botschafter, die Versicherung meiner ausgezeichnetsten Hochachtung.

v BRENTANO.

Seiner Exzellenz,  
dem Botschafter der Vereinigten  
Staaten von Amerika,  
Herrn WALTER C. DOWLING  
*Bad Godesberg*

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*The American Ambassador to the Minister for Foreign Affairs of the  
Federal Republic of Germany*

No. 326

BONN/BAD GODESBERG, May 5, 1960.

EXCELLENCY:

I have the honor to acknowledge receipt of your Note of April 28, regarding the continuance of the International Tracing Service, which in English translation reads as follows:

“Mr. Ambassador,

In exchanges of Notes of June 6, 1955,[<sup>1</sup>] between the Federal Chancellor and the Ambassadors of the French Republic, the United Kingdom of Great Britain and Northern Ireland, and the United

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<sup>1</sup> TIAS 3471; 6 UST 6169.

States of America, it was agreed in implementation of the provisions of Article 1(d) of Chapter Seven of the Convention on the Settlement of Matters arising out of the War and the Occupation [¹] to entrust the responsibility for the direction and administration of the International Tracing Service to the International Committee of the Red Cross for a period of five years.

I now have the honor to propose that the responsibility for the direction and administration of the International Tracing Service shall, without prejudice to the rights of ownership of the archives and documents of that Service, be delegated to the International Committee of the Red Cross for a further period of five years from May 5, 1960.

The conditions agreed upon in the exchanges of Notes of June 6, 1955, shall be supplemented by the provisions set out in the enclosed copy of a letter [²] which, subject to the agreement of your Government and the Governments of the two other Powers, I propose to send to the President of the International Committee of the Red Cross. These additional provisions concern, in particular, renewed recognition of the neutral, impartial, and universal character of the International Committee of the Red Cross, the conditions for the financing of the International Tracing Service and its position and duties.

For its part, the Government of the Federal Republic of Germany shall continue to ensure that the International Committee of the Red Cross may carry out the administration of the archives and documents of the International Tracing Service at Arolsen without interference of any kind.

The Government of the Federal Republic of Germany shall consult with the Governments of the French Republic, the United Kingdom of Great Britain and Northern Ireland and the United States of America, concerning the further implementation of Article 1(d) of Chapter Seven of the Convention on the Settlement of Matters Arising out of the War and the Occupation, in particular concerning the continuance or amendment of the arrangements previously agreed upon, at a date not later than four years as from May 5, 1960. At the same time, it shall be further considered whether the archives and documents of the International Tracing Service shall remain in Arolsen or whether they shall be transferred to the headquarters of the International Committee of the Red Cross or to any other place. The other Governments represented on the International Commission for the International Tracing Service shall be invited to make known their views on the problems in question.

<sup>¹</sup> TIAS 3425; 6 UST 4493.

<sup>²</sup> Translation not printed. For the text of the agreement based on this copy of a letter, see *post*, pp. 448-456.

The foregoing arrangements are acceptable to the Government of the Federal Republic of Germany. If they are also acceptable to the Government of the United States of America I have the honor to propose that the present Note and your Excellency's reply in that sense should be regarded as constituting an Agreement between the two Governments in this matter.

Accept, Excellency, the assurances of my highest consideration.

(signed) von Brentano"

In reply, I have the honor to inform your Excellency that the Government of the United States of America accepts the proposals made in your Note and agrees with the terms of the letter enclosed therewith which you propose to send to the President of the International Committee of the Red Cross. The Government of the United States of America likewise agrees with the suggestion that your Note, together with this reply, should be regarded as constituting an agreement between the two Governments in this matter.

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

WALTER DOWLING

His Excellency

Dr. HEINRICH VON BRENTANO,  
Federal Minister for Foreign Affairs,  
Bonn.

*The Minister for Foreign Affairs of the Federal Republic of Germany  
to the President of the International Committee of the Red Cross*

Begläubigte Abschrift

Der Bundesminister  
des Auswärtigen

BONN, den 9. Mai 1960

HERR PRÄSIDENT,

ich beeibre mich, Ihnen mitzuteilen, daß die Regierungen der Bundesrepublik Deutschland, der Französischen Republik, des Vereinigten Königreichs Großbritannien und Nordirland und der Vereinigten Staaten von Amerika nach den Bestimmungen des Absatzes 3 Nr. 11 des Notenwechsels zwischen diesen Regierungen und Ihnen vom 6. Juni 1955 über die Fortführung des Internationalen Suchdienstes in einem Notenwechsel übereingekommen sind, die Arbeiten des Internationalen Suchdienstes wie bisher fortzusetzen und das Internationale Komitee vom Roten Kreuz zu bitten, die Verantwortung für die Leitung und Verwaltung des Internationalen Suchdienstes für weitere fünf Jahre, vom 5. Mai 1960 ab gerechnet, zu übernehmen;

eine Abschrift des obenerwähnten Notenwechsels ist zu Ihrer Kenntnisnahme beigelegt.

Ich schlage Ihnen im Namen der Regierungen der Bundesrepublik Deutschland, der Französischen Republik, des Vereinigten Königreichs Großbritannien und Nordirland und der Vereinigten Staaten von Amerika folgende Abmachungen vor:

- (1) Das Internationale Komitee vom Roten Kreuz übernimmt die Verantwortung für die Leitung und Verwaltung des Internationalen Suchdienstes für eine neue Zeitdauer von fünf Jahren, ab 5. Mai 1960, unbeschadet des Eigentumsrechtes an den Archiven und Unterlagen dieses Suchdienstes.
- (2) Der Internationale Ausschuß, der durch das Abkommen vom 6. Juni 1955 zwischen den Regierungen des Königreichs Belgien, der Französischen Republik, der Bundesrepublik Deutschland, des Staates Israel, der Italienischen Republik, des Großherzogtums Luxemburg, des Königreichs der Niederlande, des Vereinigten Königreichs Großbritannien und Nordirland und der Vereinigten Staaten von Amerika geschaffen worden und dem die Regierung des Königreichs Griechenland beigetreten ist, sorgt auch weiterhin für die Zusammenarbeit zwischen den beteiligten Regierungen in Fragen des Internationalen Suchdienstes sowie im Einvernehmen mit dem Internationalen Komitee vom Roten Kreuz für die Aufstellung der Richtlinien für die Tätigkeit des Internationalen Suchdienstes.
- (3) Die Aufgabe des Internationalen Suchdienstes besteht hauptsächlich darin, im Einvernehmen mit dem Internationalen Ausschuß aus seinen Archiven und Unterlagen individuelle Auskünfte für humanitäre Belange an direkt interessierte Personen zu erteilen. Solche Auskünfte erfolgen auf geeignetem Wege kostenlos auf Grund eines entsprechenden Gesuches. Diese Auskünfte werden—zu dem gleichen Zweck—auch den Mitgliedern des Internationalen Ausschusses, den Verbindungsoffizieren der im Internationalen Ausschuß vertretenen Regierungen sowie dem Hohen Kommissar der Vereinten Nationen für Flüchtlinge oder einer anderen Organisation der Vereinten Nationen, die dessen Aufgabe des internationalen Schutzes der Flüchtlinge übernehmen wird, zur Verfügung gestellt, und, nach einstimmiger Genehmigung des Internationalen Ausschusses und mit Zustimmung des Internationalen Komitees vom Roten Kreuz, auch jeder staatlichen oder nichtstaatlichen Organisation, die darum im Interesse der Berechtigten oder ihrer Rechtsvertreter bittet.
- (4) Das Internationale Komitee vom Roten Kreuz ernennt für den neuen Zeitabschnitt von fünf Jahren nach einstimmiger Billigung durch die Mitglieder des Internationalen Ausschusses

einen schweizerischen Staatsangehörigen als Direktor des Internationalen Suchdienstes und setzt im Benehmen mit dem Internationalen Ausschuß die Anstellungsbedingungen für ihn fest. Dieser Direktor, der durch das Internationale Komitee vom Roten Kreuz besoldet wird, tritt sein Amt möglichst bald nach Inkrafttreten dieser Vereinbarung an.

- (5) Der Direktor trifft die von ihm für erforderlich gehaltenen Entscheidungen über die Einstellung, Weiterbeschäftigung oder Entlassung der Bediensteten des Internationalen Suchdienstes. Nach Möglichkeit beschäftigt er das bei seinem Amtsantritt beim Internationalen Suchdienst vorhandene Personal weiter. Er bemüht sich außerdem, im Rahmen des Möglichen unter den Bediensteten bei gleicher Eignung den Anteil der Personen, die unter die Zuständigkeit des Hohen Kommissars der Vereinten Nationen für Flüchtlinge oder einer anderen Organisation der Vereinten Nationen fallen, die dessen Aufgabe des internationalen Schutzes der Flüchtlinge übernehmen wird, auf etwa 25% zu halten.
- (6) Der Direktor kann eine Anzahl qualifizierter schweizerischer Staatsangehöriger in Stellungen berufen, in denen ihre Anwesenheit gegebenenfalls erforderlich ist, um dem Direktor die wirksame Leitung der Geschäfte des Internationalen Suchdienstes zu ermöglichen.
- (7) Der Direktor ist ausschließlich dem Internationalen Komitee vom Roten Kreuz für die Leitung und Verwaltung des Internationalen Suchdienstes verantwortlich und handelt nach den Weisungen des Internationalen Komitès vom Roten Kreuz. Diese Weisungen müssen mit den Bestimmungen dieser Vereinbarung und mit den vom Internationalen Ausschuß im Einvernehmen mit dem Internationalen Komitee vom Roten Kreuz aufgestellten Richtlinien in Einklang stehen.
- (8) Die Regierung der Bundesrepublik Deutschland wird dem Internationalen Komitee vom Roten Kreuz für die Fortführung der Arbeiten des Internationalen Suchdienstes jährlich einen Beitrag zur Verfügung stellen, der den erforderlichen Aufwendungen des Internationalen Suchdienstes entspricht. Dieser Betrag wird von Haushaltsjahr zu Haushaltsjahr zwischen der Bundesregierung und dem Internationalen Komitee vom Roten Kreuz festgelegt.
- (9) Das Internationale Komitee vom Roten Kreuz wird der Regierung der Bundesrepublik Deutschland bis zum 1. März eines jeden Jahres einen Haushaltsvoranschlag des kommenden Rechnungsjahres sowie bis zum 1. Februar eines jeden Jahres eine Abrechnung über die Einnahmen und Ausgaben des Vorjahrs übermitteln.

- (10) Die für Verwaltungszwecke vom Internationalen Suchdienst benutzten beweglichen und unbeweglichen Sachen werden, soweit erforderlich, von der Regierung der Bundesrepublik Deutschland für die Dauer von fünf Jahren kostenlos zur Verfügung gestellt.
- (11) Die Einzelheiten über technische Fragen, wie Art der Finanzierung, Abrechnung, Haushaltsvoranschlag usw., werden zwischen der Regierung der Bundesrepublik Deutschland und dem Internationalen Komitee vom Roten Kreuz unmittelbar geregelt.
- (12) Die Regierung der Bundesrepublik Deutschland wird, wie bisher, dafür sorgen, daß die Verwaltung der Archive und Unterlagen des Internationalen Suchdienstes durch das Internationale Komitee vom Roten Kreuz ungestört erfolgen kann. Zur Vermeidung von Schwierigkeiten, die sich aus der Tatsache ergeben könnten, daß es nicht möglich war, dem Internationalen Suchdienst ein besonderes Statut im Rahmen der deutschen Gesetzgebung zu geben, wird die Regierung der Bundesrepublik Deutschland in Briefen an die Länder der Bundesrepublik auf die besondere Situation des Internationalen Suchdienstes hinweisen und diese Briefe zusammen mit dieser Vereinbarung im Bundesanzeiger veröffentlichen.
- (13) Die Grundsätze der Neutralität, der Unparteilichkeit und des weltweiten Charakters, die die gesamte Tätigkeit des Internationalen Komitees vom Roten Kreuz bestimmen, werden ausdrücklich auch weiterhin anerkannt und beachtet werden.
- (14) Die Regierungen der Bundesrepublik Deutschland, der Französischen Republik, des Vereinigten Königreichs Großbritannien und Nordirland und der Vereinigten Staaten von Amerika einerseits und das Internationale Komitee vom Roten Kreuz andererseits werden spätestens vier Jahre nach Inkrafttreten dieser Vereinbarung über deren Verlängerung oder Änderung beraten.

Ich wäre dankbar, wenn sich das Internationale Komitee vom Roten Kreuz zur Fortführung der Leitung und Verwaltung des Internationalen Suchdienstes bereit erklären und der obenerwähnten Regelung zustimmen würde. Falls das Internationale Komitee vom Roten Kreuz mit dieser Regelung einverstanden ist, beehe ich mich vorzuschlagen, dieses Schreiben und Ihre zustimmende Antwort als eine zwischen den Regierungen der Bundesrepublik Deutschland, der Französischen Republik, des Vereinigten Königreichs Großbritannien und Nordirland und der Vereinigten Staaten von Amerika und dem Internationalen Komitee vom Roten Kreuz in dieser Angelegenheit getroffene Vereinbarung zu betrachten.

Genehmigen Sie, Herr Präsident, den Ausdruck meiner ausgezeichnetsten Hochachtung.

gez. von BRENTANO

v B.

Monsieur le professeur  
**LÉOPOLD BOISSIER**  
*Président du Comité international  
 de la Croix Rouge -  
 7, avenue de la Paix  
 Genève (Suisse)*

[SEAL] Die Übereinstimmung dieser Abschrift mit dem im Archiv der Bundesrepublik Deutschland hinterlegten Doppel der Urschrift wird hiermit beglaubigt.

BONN, den 16. Februar 1961

TH LEUTNITZ

*Translation*

Certified Copy

The Federal Minister  
 of Foreign Affairs

BONN, May 9, 1960

MR. PRESIDENT:

I have the honor to inform you that the Governments of the Federal Republic of Germany, the French Republic, the United Kingdom of Great Britain and Northern Ireland, and the United States of America, in accordance with the provisions of subparagraph 11 of paragraph 3 of the Exchange of Notes of June 6, 1955<sup>[1]</sup> between these Governments and yourself concerning the continuance of the International Tracing Service, have agreed in an Exchange of Notes<sup>[2]</sup> to continue as hitherto the operation of the International Tracing Service and to request the International Committee of the Red Cross to assume responsibility for the direction and administration of the International Tracing Service for a further period of five years, beginning May 5, 1960. A copy of the above-mentioned Exchange of Notes is enclosed for your information.<sup>[2]</sup>

On behalf of Governments of the Federal Republic of Germany, the French Republic, the United Kingdom of Great Britain and Northern

<sup>1</sup> TIAS 3471; 6 UST 6177.

<sup>2</sup> *Ante*, pp. 445-448.

Ireland, and the United States of America, I propose to you the following arrangements:

- (1) The International Committee of the Red Cross shall assume responsibility for the direction and administration of the International Tracing Service for a further period of five years, beginning May 5, 1960, without prejudice to the right to ownership of the archives and documents of that Service.
- (2) The International Commission, constituted under the Agreement of June 6, 1955, between the Governments of the Kingdom of Belgium, the French Republic, the Federal Republic of Germany, the State of Israel, the Italian Republic, the Grand Duchy of Luxembourg, the Kingdom of the Netherlands, the United Kingdom of Great Britain and Northern Ireland, and the United States of America, to which the Government of the Kingdom of Greece subsequently became a party, shall continue to ensure coordination between the Governments concerned in matters relating to the International Tracing Service and to draw up directives, in agreement with the International Committee of the Red Cross, for the operations of the International Tracing Service.
- (3) The basic task of the International Tracing Service shall be to provide, for humanitarian purposes, in agreement with the International Commission, personal information extracted from its archives and documents, to individuals directly concerned. Such information shall be provided upon request, through the appropriate channels and without charge. It shall also be made available for the same purposes to the members of the International Commission, to liaison officers of the Governments represented on the International Commission, to the United Nations High Commissioner for Refugees, or any other agency of the United Nations which may succeed him in his work for the international protection of refugees, and, with the unanimous approval of the International Commission and the approval of the International Committee of the Red Cross, to any governmental or non-governmental organization requesting information for the benefit of interested parties or their trustees, administrators or executors.
- (4) For the further period of five years, subject to the unanimous approval of the members of the International Commission, the International Committee of the Red Cross shall appoint a Swiss national as Director of the International Tracing Service and, in consultation with the International Commission, shall fix his terms of service. This Director, who shall be paid by the

International Committee of the Red Cross, shall take up his duties as soon as possible after entry into force [¹] of the present Agreement.

- (5) The Director shall make such decisions as he may feel necessary concerning appointment, retention or dismissal of the employees of the International Tracing Service. As far as possible he shall retain the personnel employed by the International Tracing Service on the date on which he assumes his duties. He shall also seek as far as possible to maintain, at approximately 25 percent, the proportion of persons falling under the mandate of the United Nations High Commissioner for Refugees, or any other agency of the United Nations which may succeed him in his work for the international protection of refugees, provided that these persons are equally suitable.
- (6) The Director may appoint a number of qualified Swiss citizens to positions in which their presence may be required to enable him effectively to conduct the operations of the International Tracing Service.
- (7) The Director shall be responsible solely to the International Committee of the Red Cross for the direction and administration of the International Tracing Service and will act in accordance with the instructions of the International Committee of the Red Cross. These instructions shall be consistent with the terms of the present Agreement and the directives laid down by the International Commission in agreement with the International Committee of the Red Cross.
- (8) The Government of the Federal Republic of Germany will place at the disposal of the International Committee of the Red Cross an annual amount for the continuance of the operations of the International Tracing Service corresponding to the necessary expenditure of the said Tracing Service. This amount shall be fixed for each budget year by the Federal Government and the International Committee of the Red Cross.
- (9) The International Committee of the Red Cross shall transmit to the Government of the Federal Republic of Germany by March 1 of each year a budget estimate for the following financial year, and by February 1 of each year an account of the receipts and expenditures for the previous year.
- (10) The movable and immovable property used for administrative purposes by the International Tracing Service will, to the extent required, be provided by the Government of the Federal Republic of Germany free of charge for a period of five years.

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<sup>1</sup> May 5, 1960.

- (11) The details concerning technical questions such as methods of finance, accounting, budget estimates, etc., shall be settled directly between the Government of the Federal Republic of Germany and the International Committee of the Red Cross.
- (12) The Government of the Federal Republic of Germany will continue to ensure that the International Committee of the Red Cross may conduct the administration of the archives and documents of the International Tracing Service without interference of any kind. In order to avoid difficulties which might arise from the fact that it was not possible to give the International Tracing Service a special statute within the framework of German legislation, the Government of the Federal Republic of Germany will, in letters to the Länder of the Federal Republic, call attention to the special position of the International Tracing Service and publish the letters, together with the text of the present Agreement, in the *Bundesanzeiger*.
- (13) The principles of neutrality, impartiality and world-wide scope which govern all activity of the International Committee of the Red Cross will continue to be clearly recognized and observed.
- (14) The Governments of the Federal Republic of Germany, the French Republic, the United Kingdom of Great Britain and Northern Ireland, and the United States of America, of the one part, and the International Committee of the Red Cross, of the other part, shall consult together concerning the continuance or amendment of the present Agreement at the latest four years after its entry into force.

I should be grateful if the International Committee of the Red Cross would declare its readiness to continue with the direction and administration of the International Tracing Service and agree to the above-mentioned settlement. If the International Committee of the Red Cross is in agreement with this settlement, I have the honor to suggest that the present note and your reply in that sense be regarded as an Agreement concluded in regard to this matter between the Governments of the Federal Republic of Germany, the French Republic, the United Kingdom of Great Britain and Northern Ireland and the United States of America, and the International Committee of the Red Cross.

Accept, Mr. President, the assurances of my highest consideration.

signed von BRENTANO

v B.

Monsieur le professeur

**LÉOPOLD BOISSIER**

*President of the International  
Committee of the Red Cross,  
7, avenue de la Paix  
Geneva, Switzerland*

[SEAL]

The conformity of this copy with the duplicate original deposited in the archives of the Federal Republic of Germany is hereby certified.

BONN, February 16, 1961

TH LEUTNITZ

*The Vice President of the International Committee of the Red Cross  
to the Minister for Foreign Affairs of the Federal Republic of  
Germany*

Begläubigte Abschrift  
 COMITÉ INTERNATIONAL  
 GENÈVE  
 COMITÉ INTERNATIONAL  
 DE LA  
CROIX-ROUGE

GENÈVE, le 12 mai 1960.

MONSIEUR LE MINISTRE,

En l'absence de notre Président, M. Léopold Boissier, j'ai l'honneur d'accuser réception de votre lettre du 9 mai 1960—accompagnée de versions en langues française et anglaise—, conçue dans les termes suivants :

“ Ich beeubre mich, Ihnen mitzuteilen, dass die Regierungen der Bundesrepublik Deutschland, der Französischen Republik, des Vereinigten Königreichs Grossbritannien und Nordirland und der Vereinigten Staaten von Amerika nach den Bestimmungen des Absatzes 3 Nr. 11 des Notenwechsels zwischen diesen Regierungen und Ihnen vom 6. Juni 1955 über die Fortführung des Internationalen Suchdienstes in einem Notenwechsel übereingekommen sind, die Arbeiten des Internationalen Suchdienstes wie bisher fortzusetzen und das Internationale Komitee vom Roten Kreuz zu bitten, die Verantwortung für die Leitung und Verwaltung des Internationalen Such-

dienstes für weitere fünf Jahre, vom 5. Mai 1960 ab gerechnet, zu übernehmen ; eine Abschrift des obenerwähnten Notenwechsels ist zu Ihrer Kenntnisnahme beigelegt.

Ich schlage Ihnen in Namen der Regierungen der Bundesrepublik Deutschland, der Französischen Republik, des Vereinigten Königreichs Grossbritannien und Nordirland und der Vereinigten Staaten von Amerika folgende Abmachungen vor :

- (1) Das Internationale Komitee vom Roten Kreuz übernimmt die Verantwortung für die Leitung und Verwaltung des Internationalen Suchdienstes für eine neue Zeitdauer von fünf Jahren, ab 5. Mai 1960, unbeschadet des Eigentumsrechtes an den Archiven und Unterlagen dieses Suchdienstes.
- (2) Der Internationale Ausschuss, der durch das Abkommen vom 6. Juni 1955 zwischen den Regierungen des Königreichs Belgien, der Französischen Republik, der Bundesrepublik Deutschland, des Staates Israel, der Italienischen Republik, des Grossherzogtums Luxemburg, des Königreichs der Niederlande, des Vereinigten Königreichs Grossbritannien und Nordirland und der Vereinigten Staaten von Amerika geschaffen worden und dem die Regierung des Königreichs Griechenland beigetreten ist, sorgt auch weiterhin für die Zusammenarbeit zwischen den beteiligten Regierungen in Fragen des Internationalen Suchdienstes sowie im Einvernehmen mit dem Internationalen Komitee vom Roten Kreuz für die Aufstellung der Richtlinien für die Tätigkeit des Internationalen Suchdienstes.
- (3) Die Aufgabe des Internationalen Suchdienstes besteht hauptsächlich darin, im Einvernehmen mit dem Internationalen Ausschuss aus seinen Archiven und Unterlagen individuelle Auskünfte für humanitäre Belange an direkt interessierte Personen zu erteilen. Solche Auskünfte erfolgen auf geeignetem Wege kostenlos auf Grund eines entsprechenden Gesuches. Diese Auskünfte werden—zu dem gleichen Zweck—auch den Mitgliedern des Internationalen Ausschusses, den Verbindungs-offizieren der im Internationalen Ausschuss vertretenen Regierungen sowie dem Hohen Kommissar der Vereinten Nationen für Flüchtlinge oder einer anderen Organisation der Vereinten Nationen, die dessen Aufgabe des internationalen Schutzes der Flüchtlinge übernehmen wird, zur Verfügung gestellt, und, nach einstimmiger Genehmigung des Internationalen Ausschusses und mit Zustimmung des Internationalen Komitees vom Roten Kreuz, auch jeder staatlichen oder nichtstaatlichen Organisation, die darum im Interesse der Berechtigten oder ihrer Rechtsvertreter bittet.
- (4) Das Internationale Komitee vom Roten Kreuz ernennt für den neuen Zeitabschnitt von fünf Jahren nach einstimmiger Billi-

gung durch die Mitglieder des Internationalen Ausschusses einen schweizerischen Staatsangehörigen als Direktor des Internationalen Suchdienstes und setzt im Benehmen mit dem Internationalen Ausschuss die Anstellungsbedingungen für ihn fest. Dieser Direktor, der durch das Internationale Komitee vom Roten Kreuz besoldet wird, tritt sein Amt möglichst bald nach Inkrafttreten dieser Vereinbarung an.

- (5) Der Direktor trifft die von ihm für erforderlich gehaltenen Entscheidungen über die Einstellung, Weiterbeschäftigung oder Entlassung der Bediensteten des Internationalen Suchdienstes. Nach Möglichkeit beschäftigt er das bei seinem Amtsantritt beim Internationalen Suchdienst vorhandene Personal weiter. Er bemüht sich ausserdem, im Rahmen des Möglichen unter den Bediensteten bei gleicher Eignung den Anteil der Personen, die unter die Zuständigkeit des Hohen Kommissars der Vereinten Nationen für Flüchtlinge oder einer anderen Organisation der Vereinten Nationen fallen, die dessen Aufgabe des internationalen Schutzes der Flüchtlinge übernehmen wird, auf etwa 25% zu halten.
- (6) Der Direktor kann eine Anzahl qualifizierter schweizerischer Staatsangehöriger in Stellungen berufen, in denen ihre Anwesenheit gegebenenfalls erforderlich ist, um dem Direktor die wirksame Leitung der Geschäfte des Internationalen Suchdienstes zu ermöglichen.
- (7) Der Direktor ist ausschliesslich dem Internationalen Komitee vom Roten Kreuz für die Leitung und Verwaltung des Internationalen Suchdienstes verantwortlich und handelt nach den Weisungen des Internationalen Komitees vom Roten Kreuz. Diese Weisungen müssen mit den Bestimmungen dieser Vereinbarung und mit den vom Internationalen Ausschuss im Einvernehmen mit dem Internationalen Komitee vom Roten Kreuz aufgestellten Richtlinien in Einklang stehen.
- (8) Die Regierung der Bundesrepublik Deutschland wird dem Internationalen Komitee vom Roten Kreuz für die Fortführung der Arbeiten des Internationalen Suchdienstes jährlich einen Betrag zur Verfügung stellen, der den erforderlichen Aufwendungen des Internationalen Suchdienstes entspricht. Dieser Betrag wird von Haushaltsjahr zu Haushaltsjahr zwischen der Bundesregierung und dem Internationalen Komitee vom Roten Kreuz festgelegt.
- (9) Das Internationale Komitee vom Roten Kreuz wird der Regierung der Bundesrepublik Deutschland bis zum 1. März eines jeden Jahres einen Haushaltsvoranschlag des kommenden Rechnungsjahres sowie bis zum 1. Februar eines jeden Jahres eine Abrechnung über die Einnahmen und Ausgaben des Vorjahres übermitteln.

- (10) Die für Verwaltungszwecke vom Internationalen Suchdienst benutzten beweglichen und unbeweglichen Sachen werden, soweit erforderlich, von der Regierung der Bundesrepublik Deutschland für die Dauer von fünf Jahren kostenlos zur Verfügung gestellt.
- (11) Die Einzelheiten über technische Fragen, wie Art der Finanzierung, Abrechnung, Haushaltsvoranschlag usw., werden zwischen der Regierung der Bundesrepublik Deutschland und dem Internationalen Komitee vom Roten Kreuz unmittelbar geregelt.
- (12) Die Regierung der Bundesrepublik Deutschland wird, wie bisher, dafür sorgen, dass die Verwaltung der Archive und Unterlagen des Internationalen Suchdienstes durch das Internationale Komitee vom Roten Kreuz ungestört erfolgen kann. Zur Vermeidung von Schwierigkeiten, die sich aus der Tatsache ergeben könnten, dass es nicht möglich war, dem Internationalen Suchdienst ein besonderes Statut im Rahmen der deutschen Gesetzgebung zu geben, wird die Regierung der Bundesrepublik Deutschland in Briefen an die Länder der Bundesrepublik auf die besondere Situation des Internationalen Suchdienstes hinweisen und diese Briefe zusammen mit dieser Vereinbarung im Bundesanzeiger veröffentlichen.
- (13) Die Grundsätze der Neutralität, der Unparteilichkeit und des weltweiten Charakters, die die gesamte Tätigkeit des Internationalen Komitees vom Roten Kreuz bestimmen, werden ausdrücklich auch weiterhin anerkannt und beachtet werden.
- (14) Die Regierungen der Bundesrepublik Deutschland, der Französischen Republik, des Vereinigten Königreichs Grossbritannien und Nordirland und der Vereinigten Staaten von Amerika einerseits und das Internationale Komitee vom Roten Kreuz andererseits werden spätestens vier Jahre nach Inkrafttreten dieser Vereinbarung über deren Verlängerung oder Änderung beraten.

Ich wäre dankbar, wenn sich das Internationale Komitee vom Roten Kreuz zur Fortführung der Leitung und Verwaltung des Internationalen Suchdienstes bereit erklären und der obenerwähnten Regelung zustimmen würde. Falls das Internationale Komitee vom Roten Kreuz mit dieser Regelung einverstanden ist, beehe ich mich vorzuschlagen, dieses Schreiben und Ihre zustimmende Antwort als eine zwischen den Regierungen der Bundesrepublik Deutschland, der Französischen Republik, des Vereinigten Königreichs Grossbritannien und Nordirland und der Vereinigten Staaten von Amerika und dem Internationalen Komitee vom Roten Kreuz in dieser Angelegenheit getroffene Vereinbarung zu betrachten. ”

Le contenu de cette lettre a reçu l'agrément du Comité international de la Croix-Rouge et l'ensemble que forment la dite lettre et la présente

réponse est à considérer comme un accord conclu entre les Gouvernements de la République fédérale d'Allemagne, de la République française, du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord, des Etats-Unis d'Amérique, et le Comité international de la Croix-Rouge.

Je vous prie d'agréer, Monsieur le Ministre, les assurances de ma très haute considération.

MARTIN BODMER.

Martin Bodmer  
Vice-Président

Son Excellence,  
Monsieur le Dr. HEINRICH VON BRENTANO  
*Ministre des Affaires étrangères*  
*Ministère des Affaires étrangères*  
Bonn

[SEAL] Die Übereinstimmung dieser Abschrift mit der im Archiv der Bundesrepublik Deutschland hinterlegten Urschrift wird hiermit beglaubigt.

BONN, den 16. Februar 1961

TH LEUTNITZ

*Translation*

Certified Copy

INTERNATIONAL COMMITTEE  
GENEVA  
INTERNATIONAL COMMITTEE  
OF THE  
RED CROSS

—  
GENEVA, May 12, 1960

MR. MINISTER:

In the absence of our President, M. Léopold Boissier, I have the honor to acknowledge the receipt of your note of May 9, 1960—accompanied by texts in French and English—which reads as follows:

[For the English language translation of the note, see *ante*, p. 452.]

The International Committee of the Red Cross has agreed to the contents of this note, and this note together with the present reply is to be considered an agreement concluded between the Governments of the Federal Republic of Germany, the French Republic, the United Kingdom of Great Britain and Northern Ireland, the United States of America, and the International Committee of the Red Cross.

Accept, Mr. Minister, the assurances of my very high consideration.

MARTIN BODMER

Martin Bodmer  
*Vice President*

His Excellency

Dr. HEINRICH VON BRENTANO,  
*Minister of Foreign Affairs,*  
*Ministry of Foreign Affairs*  
*Bonn.*

[SEAL]

The conformity of this copy with the original deposited in the archives of the Federal Republic of Germany is hereby certified.

BONN, February 16, 1961

TH LEUTNITZ

Begläubigte Abschrift [¹]

Protokoll über die Verlängerung und Änderung des Abkommens über die Errichtung eines Internationalen Ausschusses für den Internationalen Suchdienst.

Die Regierungen des Königreichs Belgien, der Französischen Republik, der Bundesrepublik Deutschland, des Königreichs Griechenland, des Staates Israel, der Italienischen Republik, des Großherzogtums Luxemburg, des Königreichs der Niederlande, des Vereinigten Königreichs von Großbritannien und Nordirland und der Vereinigten Staaten von Amerika,

VON DEM WUNSCH GELEITET, das am 6. Juni 1955 in Bonn geschlossene Abkommen über die Errichtung des Internationalen Ausschusses für den Internationalen Suchdienst zu verlängern und abzuändern,

SIND WIE FOLGT ÜBEREINGEKOMMEN :

Artikel I

Die Geltungsdauer des Abkommens über die Errichtung des Internationalen Ausschusses für den Internationalen Suchdienst vom 6. Juni 1955 (im folgenden das „Abkommen“ genannt) wird — vorbehaltlich der folgenden Bestimmungen — für einen weiteren Zeitraum von fünf Jahren verlängert, der mit dem 5. Mai 1965 abläuft. Spätestens ein Jahr vor Beendigung dieses Zeitraums werden die an diesem Protokoll beteiligten Regierungen über eine weitere Verlängerung oder Änderung des Abkommens beraten.

<sup>¹</sup> For certification see *post*, p. 467.

### Artikel II

In den Artikeln 4 und 6 des Abkommens werden hinter den Worten „der Hohe Kommissar der Vereinten Nationen für Flüchtlinge“ folgende Worte eingefügt: „oder eine andere Organisation der Vereinten Nationen, die dessen Aufgabe des internationalen Schutzes der Flüchtlinge übernehmen wird“.

### Artikel III

Artikel 9 des Abkommens erhält folgenden Wortlaut:

#### „Artikel 9

Nach der Unterzeichnung der drei Urschriften eines vollständigen Verzeichnisses der Archive und Unterlagen des Internationalen Suchdienstes, das in Anwendung des Protokolls vom 19. Oktober 1955 zwischen den Vertretern der Regierungen der Französischen Republik, des Vereinigten Königreichs von Großbritannien und Nordirland, der Vereinigten Staaten von Amerika einerseits und dem Internationalen Komitee vom Roten Kreuz andererseits aufgestellt wurde, fügen die drei Regierungen eine Urschrift des Verzeichnisses der Urschrift dieses Abkommens bei; die zweite Urschrift wird dem Generalsekretär der Vereinten Nationen übermittelt, während die dritte Urschrift beim Internationalen Komitee vom Roten Kreuz für die Geltungsdauer seines Mandates für den Internationalen Suchdienst verbleibt. Der Direktor des Internationalen Suchdienstes sorgt dafür, daß dieses Verzeichnis jeweils auf dem neuesten Stand gehalten wird.“

### Artikel IV

Dieses Protokoll tritt am 5. Mai 1960 in Kraft.

ZU URKUND DESSEN haben die unterzeichneten Bevollmächtigten dieses Protokoll mit ihren Unterschriften versehen. [1]

GESCHEHEN ZU BONN am 23. 8. 1960 in deutscher, englischer und französischer Sprache, wobei der Wortlaut der drei Sprachen in gleicher Weise verbindlich ist, in einer Urschrift, die im Archiv der Regierung der Bundesrepublik Deutschland hinterlegt wird. Die Regierung der Bundesrepublik Deutschland wird je eine beglaubigte Abschrift den Regierungen, die dieses Abkommen unterzeichnet haben, sonstigen Regierungen nach Annahme der Mitgliedschaft im Internationalen Ausschuß sowie dem Generalsekretär der Vereinten Nationen zur Registrierung gemäß Artikel 102 der Satzung der Vereinten Nationen und dem Generalsekretär der Westeuropäischen Union übermitteln.

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<sup>1</sup> For signatures see *post*, p. 465.

Für die  
Regierung des Königreichs Belgien:

Für die  
Regierung der Französischen Republik:

Für die Regierung  
der Bundesrepublik Deutschland:

Für die Regierung  
des Königreichs Griechenland:

Für die  
Regierung des Staates Israel:

Für die  
Regierung der Italienischen Republik:

Für die Regierung  
des Großherzogtums Luxemburg:

Für die Regierung  
des Königreichs der Niederlande:

Für die  
Regierung des Vereinigten Königreichs  
von Großbritannien und Nordirland:

Für die Regierung  
der Vereinigten Staaten von Amerika:

Certified Copy [¹]

**Protocol Renewing and Amending the Agreement Constituting an International Commission for the International Tracing Service.**

The Governments of the Kingdom of Belgium, the French Republic, the Federal Republic of Germany, the Kingdom of Greece, the State of Israel, the Italian Republic, the Grand Duchy of Luxembourg, the Kingdom of the Netherlands, the United Kingdom of Great Britain and Northern Ireland and the United States of America,

DESIROUS of renewing and amending the Agreement Constituting an International Commission for the International Tracing Service which was concluded at Bonn on June 6, 1955,[²]

HAVE AGREED AS FOLLOWS:

<sup>1</sup> For certification see *post*, p. 467.

<sup>2</sup> TIAS 3471; 6 UST 6169.

### Article I

Subject to the following provisions, the validity of the Agreement Constituting an International Commission for the International Tracing Service, of June 6, 1955 (hereinafter called "the Agreement") shall be extended for a further period of five years to end on May 5, 1965. At the latest one year before the end of that period, the Governments parties to the present Protocol shall consult together concerning the further prolongation or amendment of the Agreement.

### Article II

In Articles 4 and 6 of the Agreement, the words "or any other agency of the United Nations which may succeed him in the exercise of his functions for the international protection of refugees" shall be inserted after "United Nations High Commissioner for Refugees".

### Article III

For Article 9 of the Agreement the following Article shall be substituted:

#### "Article 9

After having signed three original complete inventories of the archives and records of the International Tracing Service drawn up pursuant to the Protocol concluded on October 19, 1955, between the representatives of the Governments of the French Republic, the United Kingdom of Great Britain and Northern Ireland, and the United States of America, on the one hand, and the International Committee of the Red Cross, on the other hand,<sup>[1]</sup> the three Governments shall deposit one with the original of this Agreement; the second shall be forwarded to the Secretary-General of the United Nations, and the third shall remain with the International Committee of the Red Cross for as long as its responsibility for the International Tracing Service continues. The Director of the International Tracing Service shall ensure that this inventory is kept up to date."

### Article IV

This Protocol shall enter into force on May 5, 1960.

IN WITNESS WHEREOF the undersigned Plenipotentiaries have signed the present Protocol.

DONE at BONN on 23.8.1960, in English, French and German, all three texts being equally authoritative, in a single copy which shall be deposited in the archives of the Government of the Federal Republic of Germany. The Government of the Federal Republic of Germany shall transmit one certified copy to each other signatory Government

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<sup>1</sup> Not printed.

and to other Governments on their acceptance of membership on the International Commission and also to the Secretary-General of the United Nations for registration in accordance with Article 102 of the Charter of the United Nations [¹] and to the Secretary-General of the Western European Union.

For the Government  
of the Kingdom of Belgium:

R. BAERT

For the  
Government of the French Republic:

F. LEDUC

For the Government  
of the Federal Republic of Germany:

Dr. PAUL RAAB

For the  
Government of the Kingdom of Greece:

S. TETENES

For the  
Government of the State of Israel:

LEO SAVIR

For the  
Government of the Italian Republic:

P. QUARONI

For the Government  
of the Grand Duchy of Luxembourg:

P. MAJERUS

For the Government  
of the Kingdom of the Netherlands:

sous réserve de l'approbation des Etats Généraux  
[Subject to the approval of the States General]

H. VAN VREDENBURCH

For the Government  
of the United Kingdom of Great Britain  
and Northern Ireland:

CHRISTOPHER STEEL

For the Government  
of the United States of America:

WALTER DOWLING

<sup>1</sup> TS 993; 59 Stat. 1052.

Copie Certifiée [¹]

**Protocole sur la prolongation et la modification de l'Accord instituant une Commission Internationale pour le Service International de Recherches.**

Les Gouvernements du Royaume de Belgique, de la République Française, de la République fédérale d'Allemagne, du Royaume de Grèce, de l'État d'Israël, de la République Italienne, du Grand-Duché de Luxembourg, du Royaume des Pays-Bas, du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord et des Etats-Unis d'Amérique.

DÉSIREUX de prolonger et de modifier l'Accord instituant une Commission Internationale pour le Service International de Recherches, conclu à Bonn le 6 juin 1955,

SONT CONVENUS DE CE QUI SUIT :

**Article I**

Sous réserve des dispositions suivantes, la validité de l'Accord du 6 juin 1955 instituant une Commission Internationale pour le Service International de Recherches (désigné ci-après par «l'Accord»), est prolongée pour une nouvelle période de cinq ans prenant fin le 5 mai 1965. Au plus tard une année avant la fin de cette période, les Gouvernements parties à ce protocole, se consulteront sur la prolongation ou l'amendement de l'Accord.

**Article II**

Dans les articles 4 et 6 de l'Accord, on ajoutera après «Haut Commissaire des Nations Unies pour les Réfugiés» les mots «ou toute autre institution des Nations Unies qui pourrait lui succéder dans l'exercice de ses fonctions de protection internationale des réfugiés».

**Article III**

L'article ci-dessous sera substitué  
à l'article 9 de l'Accord :

«Article 9

Après avoir signé trois textes originaux de l'inventaire complet des archives et documents du Service International de Recherches établi dans les conditions fixées par un protocole intervenu le 19 octobre 1955 entre les représentants des Gouvernements de la République Française, du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord, des Etats-Unis d'Amérique d'une part, et du Comité International de la Croix-Rouge d'autre part, les trois Gouvernements en feront déposer un exemplaire avec l'original de l'Accord ; le second exemplaire sera remis au Secrétaire général de l'Organisation des Nations Unies et le troisième exemplaire restera en possession du Comité International de la

<sup>¹</sup> For certification see *post*, p. 467.

Croix-Rouge pendant la durée de son mandat sur le Service International de Recherches. Le Directeur du Service International de Recherches assurera la mise à jour constante de cet inventaire.»

#### Article IV

Ce protocole entrera en vigueur le 5 mai 1960.

EN FOI DE QUOI les Plénipotentiaires soussignés ont revêtu le présent protocole de leurs signatures. [¹]

FAIT à BONN le 23. 8. 1960 en langues française, allemande et anglaise, les trois textes faisant également foi, en un seul exemplaire qui sera déposé dans les archives du Gouvernement de la République fédérale d'Allemagne. Le Gouvernement de la République fédérale d'Allemagne transmettra une copie certifiée conforme à chacun des autres Gouvernements signataires, aux Gouvernements tiers au moment de l'acceptation par ceux-ci de la qualité de membre de la Commission Internationale, ainsi qu'au Secrétaire général des Nations Unies pour enregistrement, conformément à l'Article 102 de la Charte des Nations Unies, et au Secrétaire général de l'Union de l'Europe Occidentale.

Pour le Gouvernement  
du Royaume de Belgique:

Pour le Gouvernement  
de la République Française:

Pour le Gouvernement  
de la République fédérale  
d'Allemagne:

Pour le Gouvernement  
du Royaume de Grèce:

Pour le Gouvernement  
de l'État d'Israël:

Pour le Gouvernement  
de la République Italienne:

Pour le Gouvernement du  
Grand-Duché de Luxembourg:

Pour le Gouvernement  
du Royaume des Pays-Bas:

Pour le Gouvernement  
du Royaume-Uni  
de Grande-Bretagne  
et d'Irlande du Nord:

Pour le Gouvernement  
des États-Unis d'Amérique:

Die Übereinstimmung dieser Abschrift mit der im Archiv der Regierung der Bundesrepublik Deutschland hinterlegten Urschrift wird hiermit beglaubigt. [²]

BONN, den 20. September 1960

[SEAL]

TH LEUTNITZ

<sup>1</sup> For signatures see *ante*, p. 465.

<sup>2</sup> The English language translation reads:

The conformity of this copy with the original deposited in the Archives of the Government of the Federal Republic of Germany is herewith certified.

### Beglaubigte Abschrift [¹]

Protokoll über die Verlängerung und Änderung der Vereinbarung über die Beziehungen zwischen dem Internationalen Ausschuß für den Internationalen Suchdienst und dem Internationalen Komitee vom Roten Kreuz.

Der Vorsitzende des Internationalen Ausschusses für den Internationalen Suchdienst, der ermächtigt ist, im Namen der Regierungen, die Mitglied des Ausschusses sind, zu handeln, nämlich: des Königreichs Belgien, der Französischen Republik, der Bundesrepublik Deutschland, des Königreichs Griechenland, des Staates Israel, der Italienischen Republik, des Großherzogtums Luxemburg, des Königreichs der Niederlande, des Vereinigten Königreichs von Großbritannien und Nordirland und der Vereinigten Staaten von Amerika, einerseits

und das Internationale Komitee vom Roten Kreuz  
andererseits, —

VON DEM WUNSCH GELEITET, die am 6. Juni 1955 in Bonn getroffene Vereinbarung über die Beziehungen zwischen dem Internationalen Ausschuß für den Internationalen Suchdienst und dem Internationalen Komitee vom Roten Kreuz zu verlängern und abzuändern, —

SIND WIE FOLGT ÜBEREINGEKOMMEN:

#### **Artikel I**

Die Geltungsdauer der Vereinbarung über die Beziehungen zwischen dem Internationalen Ausschuß für den Internationalen Suchdienst und dem Internationalen Komitee vom Roten Kreuz vom 6. Juni 1955 (im folgenden die „Vereinbarung“ genannt) wird — vorbehaltlich der folgenden Bestimmungen — für einen weiteren Zeitraum von fünf Jahren verlängert, der mit dem 5. Mai 1965 abläuft. Spätestens ein Jahr vor Ablauf dieses Zeitraums werden die an diesem Protokoll beteiligten Regierungen über eine weitere Verlängerung oder Änderung der Vereinbarung beraten.

#### **Artikel II**

In Artikel 3 der Vereinbarung werden hinter den Worten „des hohen Kommissars der Vereinten Nationen für Flüchtlinge“ folgende Worte eingefügt: „oder einer anderen Organisation der Vereinten Nationen, die dessen Aufgabe des internationalen Schutzes der Flüchtlinge übernehmen wird.“

#### **Artikel III**

Artikel 4 der Vereinbarung erhält folgenden Wortlaut:

<sup>¹</sup> For certification see *post*, p. 476.

#### „Artikel 4

Die Aufgabe des Internationalen Suchdienstes besteht hauptsächlich darin, aus seinen Archiven und Unterlagen individuelle Auskünfte für humanitäre Belange an direkt interessierte Personen zu erteilen. Solche Auskünfte erfolgen auf geeignetem Wege kostenlos auf Grund eines entsprechenden Gesuches. Diese Auskünfte werden — zu dem gleichen Zweck — auch den Mitgliedern des Internationalen Ausschusses, den Verbindungsoffizieren der im Internationalen Ausschuß vertretenen Regierungen sowie dem Hohen Kommissar der Vereinten Nationen für Flüchtlinge oder einer anderen Organisation der Vereinten Nationen, die dessen Aufgabe des internationalen Schutzes der Flüchtlinge übernehmen wird, zur Verfügung gestellt, und, nach einstimmiger Genehmigung des Internationalen Ausschusses und mit Zustimmung des Internationalen Komitees vom Roten Kreuz, auch jeder staatlichen oder nichtstaatlichen Organisation, die darum im Interesse der Berechtigten oder ihrer Rechtsvertreter bittet.”

#### Artikel IV

Artikel 6 der Vereinbarung erhält folgenden Wortlaut:

#### „Artikel 6

Nach Unterzeichnung der drei Urschriften eines vollständigen Verzeichnisses der Archive und Unterlagen des Internationalen Suchdienstes, das in Anwendung des Protokolls vom 19. Oktober 1955 zwischen den Vertretern der Regierungen der Französischen Republik, des Vereinigten Königreichs von Großbritannien und Nordirland, der Vereinigten Staaten von Amerika einerseits und dem Internationalen Komitee vom Roten Kreuz andererseits aufgestellt wurde, fügen die drei Regierungen eine Urschrift dem Abkommen über die Errichtung eines Internationalen Ausschusses für den Internationalen Suchdienst bei; die zweite Urschrift wird dem Generalsekretär der Vereinten Nationen übermittelt, während die dritte Urschrift beim Internationalen Komitee vom Roten Kreuz für die Geltungsdauer seines Mandates für den Internationalen Suchdienst verbleibt. Der Direktor des Internationalen Suchdienstes sorgt dafür, daß dieses Verzeichnis jeweils auf dem neuesten Stand gehalten wird.”

#### Artikel V

Artikel 8 der Vereinbarung wird gestrichen.

## Artikel VI

Artikel 9 der Vereinbarung erhält folgenden Wortlaut:

### „Artikel 9

(a) Das Internationale Komitee vom Roten Kreuz übermittelt dem Internationalen Ausschuß halbjährlich oder — falls es notwendig erscheint — in kürzeren Zeitabständen einen Bericht über die Tätigkeit des Internationalen Suchdienstes.

(b) Das Internationale Komitee vom Roten Kreuz wird der Regierung der Bundesrepublik Deutschland nach Abstimmung mit dem Internationalen Ausschuß bis zum 1. März eines jeden Jahres einen Haushaltsvoranschlag übermitteln. Der Internationale Ausschuß erhält vom Internationalen Komitee vom Roten Kreuz eine Zweit-schrift der bis zum 1. Februar eines jeden Jahres der Regierung der Bundesrepublik Deutschland zu übermittelnden Abrechnung über die verschiedenen Ausgaben und Einnahmen des vorangehenden Finanz-jahres.”

## Artikel VII

Dieses Protokoll tritt am 5. Mai 1960 in Kraft.

ZU URKUND DESSEN haben die unterzeichneten Bevollmächtigten dieses Protokoll mit ihren Unterschriften versehen.

### GESCHEHEN ZU

am . . . . . 1960 [<sup>1</sup>] in deutscher, englischer und französischer Sprache, wobei der Wortlaut der drei Sprachen in gleicher Weise verbindlich ist, in einer Urschrift, die im Archiv des Internationalen Komitees vom Roten Kreuz hinterlegt wird. Das Internationale Komitee vom Roten Kreuz übermittelt jeder im Internationalen Ausschuß vertretenen Regierung oder jeder Regierung, die die Mitgliedschaft im Internationalen Ausschuß annimmt, eine beglaubigte Abschrift.

Für die Regierungen, die Mitglieder des Internationalen Ausschusses für den Internationalen Suchdienst sind: [<sup>2</sup>]

Für das Internationale Komitee vom Roten Kreuz:

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<sup>1</sup> For places and dates of signature see *post*, p. 476.

<sup>2</sup> For signatures see *post*, p. 473.

Certified Copy<sup>[1]</sup>

Protocol Renewing and Amending the Agreement on the Relations between the International Commission for the International Tracing Service and the International Committee of the Red Cross.

The Chairman of the International Commission for the International Tracing Service, being duly authorised to act on behalf of the members of that Commission, that is to say the Governments of the Kingdom of Belgium, the French Republic, the Federal Republic of Germany, the Kingdom of Greece, the State of Israel, the Italian Republic, the Grand Duchy of Luxembourg, the Kingdom of the Netherlands, the United Kingdom of Great Britain and Northern Ireland and the United States of America,

of the one part,

and the International Committee of the Red Cross,

of the other part,

DESIROUS of renewing and amending the Agreement on the Relations between the International Commission for the International Tracing Service and the International Committee of the Red Cross which was concluded at Bonn on June 6, 1955,[<sup>2</sup>]

HAVE AGREED AS FOLLOWS:

### Article I

Subject to the following provisions, the validity of the Agreement on the Relations between the International Commission for the International Tracing Service and the International Committee of the Red Cross, of June 6, 1955 (hereinafter called "the Agreement"), shall be extended for a further period of five years to end on May 5, 1965. At the latest one year before the end of that period, the Governments parties to the present Protocol shall consult together regarding the further prolongation or amendment of the Agreement.

### Article II

In Article 3 of the Agreement, the words "or any other agency of the United Nations which may succeed him in the exercise of his functions for the international protection of refugees" shall be inserted after "the Liaison Officer appointed by him".

### Article III

For Article 4 of the Agreement the following Article shall be substituted:

<sup>1</sup> For certification see *post*, p. 476.

<sup>2</sup> TIAS 3471; 6 UST 6169.

#### “Article 4

The basic task of the International Tracing Service is to provide, for humanitarian purposes, to the individuals directly concerned personal information extracted from its archives and documents. Such information will be provided upon request, through the appropriate channels and without charge. It will also be made available—for the same purposes—to the members of the International Commission, to liaison officers appointed by the Governments represented on the International Commission, to the United Nations High Commissioner for Refugees, or any other agency of the United Nations which may succeed him in the exercise of his functions for the international protection of refugees, and, with the unanimous approval of the International Commission, and the approval of the International Committee of the Red Cross, to any governmental or non-governmental organisations requesting information for the benefit of interested parties or their trustees, administrators or executors.”

#### Article IV

For Article 6 of the Agreement the following Article shall be substituted:

#### “Article 6

After having signed three original complete inventories of the archives and documents of the International Tracing Service drawn up pursuant to the Protocol concluded on October 19, 1955, between the representatives of the Governments of the French Republic, the United Kingdom of Great Britain and Northern Ireland and the United States of America, on the one hand, and the International Committee of the Red Cross,[<sup>1</sup>] on the other hand, the three Governments shall deposit one with the Agreement constituting an International Commission for the International Tracing Service; the second shall be forwarded to the Secretary-General of the United Nations and the third original shall remain with the International Committee of the Red Cross for as long as its responsibility for the International Tracing Service continues. The Director of the International Tracing Service shall ensure that this inventory is kept up to date.”

#### Article V

Article 8 of the Agreement shall be deleted.

#### Article VI

For Article 9 of the Agreement the following Article shall be substituted:

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<sup>1</sup> Not printed.

### "Article 9

(a) The International Committee of the Red Cross shall, unless more frequently required, transmit half-yearly reports on the activities of the International Tracing Service to the International Commission.

(b) After concurrence with the International Commission the International Committee of the Red Cross shall transmit an annual budget estimate to the Government of the Federal Republic of Germany by March 1 of each year. The International Commission shall receive from the International Committee of the Red Cross a duplicate of the annual account of the various expenses and receipts for the preceding financial year which shall be transmitted to the Government of the Federal Republic of Germany by February 1 of each year."

### Article VII

This Protocol shall enter into force on May 5, 1960.

IN WITNESS WHEREOF the undersigned Plenipotentiaries have signed the present Protocol.

DONE at

on . . . . . 1960,[<sup>1</sup>] in English, French and German, all three texts being equally authoritative, in a single copy which shall be deposited in the archives of the International Committee of the Red Cross. The International Committee of the Red Cross shall transmit one certified copy to each Government represented on the International Commission or accepting membership of that Commission.

For the Governments members of the International Commission for the International Tracing Service:

(s) S. TETENES

For the International Committee of the Red Cross:

(s) R. GALLOPIN

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<sup>1</sup> For places and dates of signature see *post*, p. 476.

Copie Certifiée [¹]

Protocole sur la prolongation et la modification de l'Accord sur les relations entre la Commission Internationale pour le Service International de Recherches et le Comité International de la Croix-Rouge.

Le Président de la Commission Internationale pour le Service International de Recherches, autorisé à agir pour le compte des Gouvernements membres de cette Commission, à savoir ceux : du Royaume de Belgique, de la République Française, de la République fédérale d'Allemagne, du Royaume de Grèce, de l'État d'Israël, de la République d'Italie, du Grand-Duché de Luxembourg, du Royaume des Pays-Bas, du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord et des États-Unis d'Amérique,

d'une part,

et le Comité International de la Croix-Rouge,

d'autre part, —

DÉSIREUX de prolonger et de modifier l'Accord sur les relations entre la Commission Internationale pour le Service International de Recherches et le Comité International de la Croix-Rouge, conclu à Bonn le 6 juin 1955,

SONT CONVENUS DE CE QUI SUIT :

**Article I**

Sous réserve des dispositions suivantes, la validité de l'Accord du 6 juin 1955 sur les relations entre la Commission Internationale pour le Service International de Recherches et le Comité International de la Croix-Rouge (désigné ci-après par «l'Accord»), est prolongée pour une nouvelle période de cinq ans, prenant fin le 5 mai 1965. Au plus tard une année avant la fin de cette période, les Gouvernements parties à ce protocole se consulteront sur la prolongation ou l'amendement de l'Accord.

**Article II**

Dans l'article 3 de l'Accord on ajoutera après «Haut Commissaire des Nations Unies pour les Réfugiés» les mots «ou toute autre institution des Nations Unies qui lui succéderait dans l'exercice de ses fonctions de protection internationale des réfugiés».

**Article III**

L'article ci-dessous sera substitué à l'article 4 de l'Accord :

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<sup>¹</sup> For certification see *post*, p. 476.

**«Article 4**

La tâche du Service International de Recherches consiste essentiellement à fournir à des personnes directement intéressées des renseignements individuels, tirés de ses archives et documents et servant à des buts humanitaires. Ces renseignements seront fournis gratuitement sur demande et par les voies appropriées. Ces renseignements seront — aux mêmes fins — mis également à la disposition des membres de la Commission Internationale, des officiers de liaison nommés par les Gouvernements représentés à la Commission Internationale, et du Haut Commissaire des Nations Unies pour les Réfugiés, ou toute autre institution des Nations Unies qui lui succéderait dans l'exercice de ses fonctions de protection internationale des réfugiés, ainsi que, après accord unanime de la Commission Internationale et avec l'approbation du Comité International de la Croix-Rouge, de toutes organisations gouvernementales ou non-gouvernementales qui en feraient la demande dans l'intérêt des ayants droit ou des ayants cause.»

**Article IV**

L'article ci-dessous sera substitué à l'article 6 de l'Accord :

**«Article 6**

Après avoir signé trois textes originaux de l'inventaire complet des archives et documents du Service International de Recherches établi dans les conditions fixées par un protocole intervenu le 19 octobre 1955 entre les représentants des Gouvernements de la République Française, du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord, des États-Unis d'Amérique d'une part, et du Comité International de la Croix-Rouge d'autre part, les trois Gouvernements en feront déposer un exemplaire avec l'original de l'Accord instituant une Commission Internationale pour le Service International de Recherches ; le second exemplaire sera remis au Secrétaire général de l'Organisation des Nations Unies et le troisième exemplaire restera en possession du Comité International de la Croix-Rouge pendant la durée de son mandat sur le Service International de Recherches. Le Directeur du Service International de Recherches assurera la mise à jour constante de cet inventaire.»

**Article V**

L'article 8 de l'Accord est supprimé.

**Article VI**

L'article ci-dessous sera substitué à l'article 9 de l'Accord :

**«Article 9**

a) Le Comité International de la Croix-Rouge remettra à la Commission Internationale semestriellement ou plus fréquemment si

nécessaire, un rapport sur les activités du Service International de Recherches.

b) Après accord de la Commission Internationale, le Comité International de la Croix-Rouge remettra pour le 1<sup>er</sup> mars de chaque année un projet de budget annuel au Gouvernement de la République fédérale d'Allemagne. La Commission Internationale recevra du Comité International de la Croix-Rouge copie du compte annuel des diverses dépenses et recettes relatif à l'exercice précédent, qui devra être remis au Gouvernement de la République fédérale d'Allemagne pour le 1<sup>er</sup> février de chaque année.»

### Article VII

Ce protocole entrera en vigueur le 5 mai 1960.

EN FOI DE QUOI les Plénipotentiaires soussignés ont revêtu le présent protocole de leurs signatures.

FAIT à Bonn et à Genève les 30 septembre et 7 octobre 1960 en langues française, anglaise et allemande, les trois textes faisant également foi, en un seul exemplaire qui sera déposé aux archives du Comité International de la Croix-Rouge. Le Comité International de la Croix-Rouge transmettra une copie certifiée conforme à chaque Gouvernement représenté à la Commission Internationale ou ayant accepté d'être membre de la dite Commission.

Pour les Gouvernements membres de la Commission Internationale pour le Service International de Recherches : [<sup>1</sup>]

Pour le Comité International de la Croix-Rouge :

Copie certifiée conforme à l'original

CLAUDE LILLAND  
*Sous directeur*

[SEAL]

<sup>1</sup> For signatures see *ante*, p. 473.

# FEDERAL REPUBLIC OF GERMANY

## Settlement of United States Claim for Postwar Economic Assistance to Germany: Purchase by the Deutsche Bundesbank of Partial Amount of Claim

*Agreement effected by exchange of notes*

*Signed at Bonn and Bonn/Bad Godesberg April 25, 1961;*

*Entered into force April 25, 1961.*

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*The State Secretary, German Ministry of Foreign Affairs, to the American Ambassador [<sup>1</sup>]*

AUSWÄRTIGES AMT

BONN, den 25. April 1961

HERR BOTSCHAFTER,

Ich beeindre mich, Eurer Exzellenz mitzuteilen, daß die Deutsche Bundesbank im Einvernehmen mit der Regierung der Bundesrepublik Deutschland bereit ist, von der noch ausstehenden Forderung der Vereinigten Staaten von Amerika auf Grund des Abkommens über die Regelung des Anspruchs der Vereinigten Staaten von Amerika aus der Deutschland geleisteten Nachkriegs-Wirtschaftshilfe (außer der Lieferung von Überschüßgütern) vom 27. Februar 1953 in Verbindung mit dem am 20. März 1959 in Bonn unterzeichneten Notenwechsel (nachfolgend "Abkommen" genannt) einen Teilbetrag von 587 Millionen US-Dollar zu erwerben. Unter Berücksichtigung dieses Vorhabens der Bundesbank ist die Bundesregierung bereit, mit der Regierung der Vereinigten Staaten folgende Vereinbarung zu treffen:

- 1.) Die Regierung der Vereinigten Staaten von Amerika ist mit dem Erwerb eines Teilbetrages von 587 Millionen US-Dollar der Forderung der Vereinigten Staaten von Amerika aus dem "Abkommen" gegen Zahlung des Gegenwertes von 587 Millionen US-Dollar einverstanden.
- 2.) Der Erwerb der Forderung soll am 28. April 1961 vollzogen werden. Sobald die Deutsche Bundesbank den Gegenwert von 587 Millionen US-Dollar an die Vereinigten Staaten von Amerika zahlt, wird die Regierung der Vereinigten Staaten einen Teilbetrag von 587 Millionen US-Dollar der Forderung der

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<sup>1</sup> The English translation of the note is quoted in the United States note; *post*, p. 480.

Vereinigten Staaten gegen die Bundesrepublik Deutschland aus dem "Abkommen" an die Deutsche Bundesbank abtreten.

- 3.) Der nach dem "Abkommen" den Vereinigten Staaten von Amerika noch geschuldete Kapitalbetrag von 200.370.547,79 US-Dollar nebst Zinsen darauf sowie die Zinsen für die Zeit vom 1. Januar 1961 bis 28. April 1961 aus den 587 Millionen US-Dollar, die nach der vorliegenden Übereinkunft zu zahlen sind, werden von der Bundesrepublik Deutschland an die Vereinigten Staaten von Amerika nach dem beigefügten Tilgungsplan gezahlt werden.
- 4.) Die Einzelheiten des Verfahrens, das zum Erwerb der Forderung durch die Deutsche Bundesbank erforderlich ist, einschließlich der Eröffnung eines Deutsche-Mark-Kontos bei der Deutschen Bundesbank für eine bestimmte Zeit im Namen der "Federal Reserve Bank of New York as fiscal agent for the United States", werden die Deutsche Bundesbank und die Export-Import Bank vereinbaren. Die beiden Regierungen werden dabei, soweit nötig, mitwirken.

Ich beehe mich vorzuschlagen, daß, falls sich die Regierung der Vereinigten Staaten von Amerika mit den vorstehenden Vorschlägen einverstanden erklärt, diese Note und die entsprechende Antwortnote Eurer Exzellenz eine Vereinbarung zwischen unseren beiden Regierungen bilden sollen, die mit dem Tage des Eingangs Ihrer Antwortnote in Kraft tritt.

Ich benutze diese Gelegenheit, um Eurer Exzellenz die Versicherung meiner vorzüglichsten Hochachtung zu wiederholen.

In Vertretung  
A. H. VAN SCHERPENBERG

Seiner Exzellenz  
dem Botschafter der Vereinigten Staaten  
von Amerika  
Herrn WALTER C. DOWLING  
*Bad Godesberg*

**Revidierter Tilgungsplan für die deutsche Schuld aus Nachkriegswirtschaftshilfe (Vorauszahlung von \$ 587.000.000,- am 28. April 1961).<sup>[1]</sup>**

Zinsen: 2 1/2 % jährlich, halbjährlich zu zahlen.

Vom 1. Juli 1961 bis einschließlich 1. Juli 1965 sind nur Zinsen zu zahlen.

Am 1. Januar 1966 und am 1. Juli 1987 sind zwei ungleiche Zahlungen auf Kapital und Zinsen fällig.

42 gleichmässige Zahlungen von \$ 6.054.094,03 sind vom 1. Juli 1966 bis einschließlich 1. Januar 1987 zu zahlen.

<sup>[1]</sup> For the English language text hereof, see *post*, p. 481.

(Alle auf die Vorauszahlung folgenden Zahlungen sind im Verhältnis zu dem früheren Tilgungsplan errechnet, ausgenommen die Zinszahlung vom 1. Juli 1961).

1. Jan. oder 1. Juli des bezeichneten Jahres	Fällige Zahlungen	Saldo nach der Zahlung
	Zinsen	Kapital
1. Jan. 61	.00	.00
28. Apr. 61	.00	587,000,000.00
1. Juli 61	7,247,656.71	.00
62	2,504,631.85	.00
62	2,504,631.85	.00
63	2,504,631.85	.00
63	2,504,631.85	.00
64	2,504,631.85	.00
64	2,504,631.85	.00
65	2,504,631.85	.00
65	2,504,631.85	.00
66	2,504,631.85	871,990.49
66	2,493,731.97	3,560,362.06
67	2,449,227.44	3,604,866.59
67	2,404,166.61	3,649,927.42
68	2,358,542.52	3,695,551.51
68	2,312,348.12	3,741,745.91
69	2,265,576.30	3,788,517.73
69	2,218,219.83	3,835,874.20
70	2,170,271.40	3,883,822.63
70	2,121,723.62	3,932,370.41
71	2,072,568.99	3,981,525.04
71	2,022,799.92	4,031,294.11
72	1,972,408.75	4,081,685.28
72	1,921,387.68	4,132,706.35
73	1,869,728.85	4,184,365.18
73	1,817,424.29	4,236,669.74
74	1,764,465.91	4,289,628.12
74	1,710,845.56	4,343,248.47
75	1,656,554.96	4,397,539.07
75	1,601,585.72	4,452,508.31
76	1,545,929.36	4,508,164.67
76	1,489,577.31	4,564,516.72
77	1,432,520.85	4,621,573.18
77	1,374,751.18	4,679,342.85
78	1,316,259.40	4,737,834.63
78	1,257,036.46	4,797,057.57
79	1,197,073.24	4,857,020.79
79	1,136,360.48	4,917,733.55
80	1,074,888.82	4,979,205.21
80	1,012,648.75	5,041,445.28
81	949,630.68	5,104,463.35
81	885,824.89	5,168,269.14
82	821,221.53	5,232,872.50
82	755,810.62	5,298,283.41
83	689,582.08	5,364,511.95
83	622,525.68	5,431,568.35
84	554,631.08	5,499,462.95
84	485,887.79	5,568,206.24
85	416,285.21	5,637,808.82
85	345,812.60	5,708,281.43
86	274,459.08	5,779,634.95
86	202,213.65	5,851,880.38
87	129,065.14	5,925,028.89
87	55,002.28	4,400,182.36
insges.	89,017,919.96	787,370,547.79

*The American Ambassador to the German Minister for Foreign Affairs*

EMBASSY OF THE

UNITED STATES OF AMERICA

No. 202

Bonn/Bad Godesberg, April 25, 1961

EXCELLENCY:

I have the honor to refer to Your Excellency's Note of April 25, 1961, which, in agreed translation, reads as follows:

"Mr. Ambassador:

I have the honor to inform Your Excellency that the Deutsche Bundesbank, in concurrence with the Government of the Federal Republic of Germany, is prepared to purchase a partial amount of \$587 million of the remaining outstanding claim of the United States of America, based on the Agreement for the Settlement of the Claims of the United States of America resulting from Postwar Economic Assistance (other than Surplus Property) to Germany, dated February 27, 1953, [¹] in conjunction with the Exchange of Notes signed in Bonn on March 20, 1959 [²] (hereinafter called the "Agreement"). In view of this plan of the Bundesbank, the Federal Government is prepared to make the following agreement with the Government of the United States of America:

1. The Government of the United States of America agrees to the purchase of a partial amount of \$587 million of the claim of the United States of America arising from the "Agreement" against payment of the equivalent of \$587 million.

2. The purchase of the claim shall be effected on April 28, 1961. As soon as the Deutsche Bundesbank pays the equivalent of \$587 million to the United States of America, the Government of the United States will assign to the Deutsche Bundesbank a partial amount of \$587 million of the claim of the United States of America against the Federal Republic of Germany resulting from the "Agreement".

3. The principal amount of \$200,370,547.79 and interest thereon still owed to the United States of America under the "Agreement" together with interest accruing on the sum of \$587 million being paid hereunder, from January 1, 1961, to April 28, 1961, will be paid by the Federal Republic of Germany to the United States of America in accordance with the attached amortization schedule.

4. The details of the procedure to be applied in implementing the purchase of the claim by the Deutsche Bundesbank, including the establishment for a limited time of a Deutsche Mark account at the Bundesbank in the name of the Federal Reserve Bank of New York as fiscal agent for the United States, will be agreed be-

<sup>1</sup> TIAS 2795; 4 UST 893.

<sup>2</sup> TIAS 4200; 10 UST 401.

tween the Deutsche Bundesbank and the Export-Import Bank. Both Governments will cooperate in this operation as necessary.

I have the honor to suggest that if the Government of the United States of America agrees with the above proposals, this Note and the corresponding reply of Your Excellency to it should be regarded as an agreement between our two Governments to enter into force on the day of the receipt of your reply."

I have the honor to inform Your Excellency that the Government of the United States of America accepts the foregoing proposals and accordingly agrees that Your Excellency's Note and this reply shall constitute an agreement between the two Governments.

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

WALTER DOWLING

Enclosure:

Amortization Schedule.

His Excellency

Dr. HEINRICH VON BRENTANO,  
Minister for Foreign Affairs,  
Bonn.

**REVISED AMORTIZATION SCHEDULE  
FOR GERMAN POSTWAR ASSISTANCE DEBT  
(PREPAYMENT OF \$587,000,000.00 ON APRIL 28, 1961)**

INTEREST, 2½ PERCENT PER ANNUM, PAYABLE SEMIANNUALLY.

INTEREST ONLY ON JULY 1, 1961, THROUGH JULY 1, 1965.

TWO ODD PAYMENTS OF PRINCIPAL AND INTEREST ON JAN 1, 1966, AND JULY 1, 1987.

FORTY-TWO LEVEL PAYMENTS OF \$6,054,094.03 EACH ON JULY 1, 1966, THROUGH JAN 1, 1987.

(ALL PAYMENTS SUBSEQUENT TO PREPAYMENT ARE CALCULATED IN PROPORTION TO FORMER SCHEDULE EXCEPT JULY 1, 1961, INTEREST PAYMENT)

JAN 1 or JULY 1 OF YEAR SHOWN	PAYMENT DUE		BALANCE AFTER PAYMENT
	INTEREST	PRINCIPAL	
JAN 1, 61	.00	.00	787,370,547.79
APR 28, 61	.00	587,000,000.00	200,370,547.79
JULY 1, 61	7,247,656.71	.00	200,370,547.79
62	2,504,631.85	.00	200,370,547.79
62	2,504,631.85	.00	200,370,547.79
63	2,504,631.85	.00	200,370,547.79
63	2,504,631.85	.00	200,370,547.79
64	2,504,631.85	.00	200,370,547.79
64	2,504,631.85	.00	200,370,547.79
65	2,504,631.85	.00	200,370,547.79
65	2,504,631.85	.00	200,370,547.79

JAN 1 or JULY 1 OF YEAR SHOWN	PAYMENT DUE	BALANCE	
	INTEREST	PRINCIPAL	AFTER PAYMENT
JULY 1, 66	2,504,631.85	871,990.49	199,498,557.30
66	2,493,731.97	3,560,362.06	195,938,195.24
67	2,449,227.44	3,604,866.59	192,333,328.65
67	2,404,166.61	3,649,927.42	188,683,401.23
68	2,358,542.52	3,895,551.51	184,987,849.72
68	2,312,348.12	3,741,745.91	181,246,103.81
69	2,265,576.30	3,788,517.73	177,457,586.08
69	2,218,219.83	3,835,874.20	173,621,711.88
70	2,170,271.40	3,883,822.63	169,737,889.25
70	2,121,723.62	3,932,370.41	165,805,518.84
71	2,072,568.99	3,981,525.04	161,823,993.80
71	2,022,799.92	4,031,294.11	157,792,699.69
72	1,972,408.75	4,081,685.28	153,711,014.41
72	1,921,387.68	4,132,706.35	149,578,308.06
73	1,869,728.85	4,184,365.18	145,393,942.88
73	1,817,424.29	4,236,669.74	141,157,273.14
74	1,764,465.91	4,289,628.12	136,867,645.02
74	1,710,845.56	4,343,248.47	132,524,396.55
75	1,656,554.96	4,397,539.07	128,126,857.48
75	1,601,585.72	4,452,508.31	123,674,349.17
76	1,545,929.36	4,508,164.67	119,166,184.50
76	1,489,577.31	4,564,516.72	114,601,667.78
77	1,432,520.85	4,621,573.18	109,980,094.60
77	1,374,751.18	4,679,342.85	105,300,751.75
78	1,316,259.40	4,737,834.63	100,562,917.12
78	1,257,036.46	4,797,057.57	95,765,859.55
79	1,197,073.24	4,857,020.79	90,908,838.76
79	1,136,360.48	4,917,733.55	85,991,105.21
80	1,074,888.82	4,979,205.21	81,011,900.00
80	1,012,648.75	5,041,445.28	75,978,454.72
81	949,630.68	5,104,463.35	70,865,991.37
81	885,824.89	5,168,269.14	65,697,722.23
82	821,221.53	5,232,872.50	60,464,849.73
82	755,810.62	5,298,283.41	55,166,566.32
83	689,582.08	5,364,511.95	49,802,054.37
83	622,525.68	5,431,568.35	44,370,486.02
84	554,631.08	5,499,462.95	38,871,023.07
84	485,887.79	5,568,206.24	33,302,816.83
85	416,285.21	5,637,808.82	27,665,008.01
85	345,812.60	5,708,281.43	21,956,726.58
86	274,459.08	5,779,634.95	16,177,091.63
86	202,213.65	5,851,880.38	10,325,211.25
87	129,065.14	5,925,028.89	4,400,182.36
87	55,002.28	4,400,182.36	.00
TOTAL	89,017,919.96	787,370,547.79	

# FRANCE

## Experimental Communications Satellites: Intercontinental Testing

*Agreement effected by exchange of notes  
Signed at Paris March 31, 1961;  
Entered into force March 31, 1961.*

*The American Ambassador to the French Minister of Foreign Affairs  
ad interim*

THE FOREIGN SERVICE  
OF THE  
UNITED STATES OF AMERICA

No. 222

PARIS, March 31, 1961

EXCELLENCY:

I have the honor to refer to conversations which have taken place between United States and French representatives on the subject of a program of cooperation between the United States National Aeronautics and Space Administration and the French *Centre National d'Etudes des Télécommunications* in intercontinental testing in connection with the experimental communications satellites planned to be launched by the United States under Projects RELAY and REBOUND. I have the honor to state that this program has the approval of the United States Government and to propose that it be carried out through technical arrangements between the two agencies.

I propose that if the foregoing is acceptable to your Government, this note and Your Excellency's reply concurring therein shall constitute an agreement between our two Governments to enter into force on the date of Your Excellency's note in reply.

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

JAMES M. GAVIN

His Excellency

PIERRE GUILLAUMAT,

*Minister of Foreign Affairs ad interim,  
Paris.*

*The French Minister of Foreign Affairs ad interim to the American  
Ambassador*

MINISTÈRE  
DES  
AFFAIRES ÉTRANGÈRES

LIBERTÉ-ÉGALITÉ-FRATERNITÉ  
RÉPUBLIQUE FRANÇAISE

PARIS, le 31 mars 1961

MONSIEUR L'AMBASSADEUR,

Vous avez bien voulu m'adresser la lettre suivante :

"J'ai l'honneur de me référer aux conversations qui ont eu lieu entre représentants américains et français au sujet d'un programme de coopération entre l'Administration Nationale américaine pour l'Aéronautique et l'Espace et le Centre National français d'Etudes des Télécommunications pour des expériences intercontinentales en rapport avec les satellites expérimentaux de communications dont le lancement est prévu par les Etats-Unis dans le cadre des projets Relay et Rebound. J'ai l'honneur de vous faire savoir que ce programme recueille l'approbation du gouvernement des Etats-Unis, et de vous proposer qu'il soit exécuté selon des arrangements techniques à convenir entre les deux Administrations précitées.

Si ce qui précède rencontre l'accord de votre Gouvernement, je propose que la présente lettre et votre réponse me signifiant cette approbation constituent un accord entre nos deux gouvernements, accord qui entrera en vigueur à la date de votre réponse."

J'ai l'honneur de vous faire savoir que ces propositions rencontrent l'agrément du gouvernement français. En conséquence l'accord dont il s'agit entre en vigueur à la date de ce jour.

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

P. GUILLAUMAT

Son Excellence Monsieur JAMES M. GAVIN

*Ambassadeur des Etats-Unis d'Amérique  
à Paris*

*Translation*

MINISTRY  
OF  
FOREIGN AFFAIRS

LIBERTY-EQUALITY-FRATERNITY

—  
FRENCH REPUBLIC

PARIS, March 31, 1961

EXCELLENCY:

You were good enough to send me the following note:

[For the English language text of the note, see *ante*, p. 483.]

I have the honor to inform you that these proposals meet with the approval of the French Government. Accordingly, the agreement in question shall enter into force today.

Accept, Excellency, the assurances of my very high consideration.

P. GUILLAUMAT

His Excellency

JAMES M. GAVIN,

*Ambassador of the United States of America,  
Paris.*

# AUSTRALIA

## Sampling of Radioactivity of Upper Atmosphere by Means of Balloons

*Agreement effected by exchange of notes  
Dated at Canberra May 9, 1961;  
Entered into force May 9, 1961.*

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*The American Embassy to the Australian Department of External Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 227

The Embassy of the United States of America presents its compliments to the Department of External Affairs and has the honor to inform the Department that the Government of the United States of America desires to enlist the cooperation of the Government of the Commonwealth of Australia in the program outlined hereunder to sample by means of balloons the radioactivity of the upper atmosphere. The objective of this program is to provide valuable data on the distribution of radioactivity in the Southern Hemisphere which will contribute to mutual scientific knowledge of this subject.

It is proposed that this program be carried out in accordance with the following understandings:

1. The program will be conducted by cooperating agencies of the two governments. On the part of the Government of the United States of America, the cooperating agency will be the United States Atomic Energy Commission, which may act through a contractor of its own selection. On the part of the Government of the Commonwealth of Australia, the cooperating agency will be the Department of Supply.

2. (A) The cooperating agencies are agreed that the airport at Mildura, Australia, meets the need for a large, flat, hard-surfaced balloon site possessing communications and transportation facilities and terrain suitable for recovery operations extending a few hundred miles downwind. The Australian cooperating agency will provide the balloon site on terms to be agreed and, on a reimbursable basis, equipment for meteorological and recovery purposes as may be mutually agreed.

(B) The United States cooperating agency will provide, inter alia, large plastic balloons of the order of 10,000 to 12,000 cubic feet of lifting gas and a flight package consisting of sampling devices, power supply control mechanism, communications facilities and all necessary equipment constituting a ground control station.

(C) The United States cooperating agency will bear the cost of conducting the program, including the support of operating personnel and the installation, operation, and maintenance of the equipment.

(D) The program will be carried out in accordance with the safety requirements of the Australian cooperating agency.

3. The United States cooperating agency will assume responsibility for the training of such personnel, including Australians, as are required for the installation, operation, and maintenance of the program.

4. The results of all studies under this program shall be available to both cooperating agencies.

5. The cooperating agencies will agree upon arrangements with respect to the duration of use of the facility and other details relating to the establishment of or operation of the facility.

6. The facility established may also, unless otherwise agreed, be used for independent scientific activities of the Government of the Commonwealth of Australia, it being understood that such activities would be conducted so as not to conflict with the agreed schedules of operations and that any additional costs resulting from such independent activities would be borne by the Government of the Commonwealth of Australia.

7. The United States Government shall retain ownership of any property provided or paid for by the United States Government or its contractor and it shall have the right of removing or disposing of such property at its own expense upon the termination of this program or sooner, provided thirty days written notice is given to the Australian cooperating agency.

8. (A) The Government of the Commonwealth of Australia shall take the necessary steps to facilitate the admission into the territory of Australia of such United States personnel as may be assigned to visit or participate in the activities of the program.

(B) The effects for personal and household use of United States personnel entering Australia for the purpose of carrying out the program shall be permitted free entry in accordance with Australian customs law in effect at the date the goods are imported.

(C)(1) United States personnel sent to Australia for the purpose of carrying out this program shall be free from Australian income tax in respect of: (a) remuneration for services rendered in Australia under the program; and (b) income derived from sources outside Australia while engaged in Australia under the program.

(2) United States personnel will be free from Australian death and gift duties which, because of their presence in Australia under the program, may otherwise become payable in respect of property situated outside Australia as a result of the happening of any event while the person concerned is engaged in Australia under that program.

9. The Government of the Commonwealth of Australia shall take the necessary steps to facilitate the admission into and removal from the territory of Australia of all items of property provided by the United States Government or its contractor in connection with activities under the program. No duties, taxes, or other charges will be imposed on such items by the Government of the Commonwealth of Australia or any instrumentalities thereof.

10. To the extent the Commonwealth of Australia is not compensated by other financial protection, the United States cooperating agency will indemnify the Commonwealth of Australia against (a) claims, in the form of judgments rendered or settlements approved in advance by the United States cooperating agency, for public liability arising out of or in connection with the program, and (b) the reasonable costs of investigating and settling such claims, and defending suits for damage for such public liability provided, however, that this indemnification is subject to the availability of appropriated funds to the United States cooperating agency.

11. The program of cooperation set forth in this Note shall, subject to the availability of funds, remain in effect for a period of two years from the date of the Department's reply to this Note, and may be extended as mutually agreed by the two governments.

If the Government of the Commonwealth of Australia concurs in the program of cooperation outlined above, the Embassy has the honor to propose that the present Note and the Department's confirmatory reply should constitute and evidence an agreement between the Government of the Commonwealth of Australia and the Government of the United States of America in the matter.

W. J. S.

EMBASSY OF THE UNITED STATES OF AMERICA,  
Canberra, May 9, 1961.

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*The Australian Department of External Affairs to the American Embassy*

680/3/2/1/9

The Department of External Affairs presents its compliments to the Embassy of the United States of America and has the honour to acknowledge the Embassy's Note of 9th May, 1961, reading as follows:

TIAS 4739

"The Embassy of the United States of America presents its compliments to the Department of External Affairs and has the honour to inform the Department that the Government of the United States of America desires to enlist the cooperation of the Government of the Commonwealth of Australia in the program outlined hereunder to sample by means of balloons the radioactivity of the upper atmosphere. The objective of this program is to provide valuable data on the distribution of radioactivity in the Southern Hemisphere which will contribute to mutual scientific knowledge of this subject.

It is proposed that this program be carried out in accordance with the following understandings:

1. The program will be conducted by cooperating agencies of the two governments. On the part of the Government of the United States of America, the cooperating agency will be the United States Atomic Energy Commission, which may act through a contractor of its own selection. On the part of the Government of the Commonwealth of Australia, the cooperating agency will be the Department of Supply.

2. (A) The cooperating agencies are agreed that the airport at Mildura, Australia, meets the need for a large, flat, hardsurfaced balloon site possessing communications and transportation facilities and terrain suitable for recovery operations extending a few hundred miles downwind. The Australian cooperating agency will provide the balloon site on terms to be agreed and, on a reimbursable basis, equipment for meteorological and recovery purposes as may be mutually agreed.

(B) The United States cooperating agency will provide, inter alia, large plastic balloons of the order of 10,000 to 12,000 cubic feet of lifting gas and a flight package consisting of sampling devices, power supply control mechanism, communications facilities and all necessary equipment constituting a ground control station.

(C) The United States cooperating agency will bear the cost of conducting the program, including the support of operating personnel and the installation, operation, and maintenance of the equipment.

(D) The program will be carried out in accordance with the safety requirements of the Australian cooperating agency.

3. The United States cooperating agency will assume responsibility for the training of such personnel, including Australians, as are required for the installation, operation, and maintenance of the program.

4. The results of all studies under this program shall be available to both cooperating agencies.

5. The cooperating agencies will agree upon arrangements with respect to the duration of use of the facility and other details relating to the establishment of or operation of the facility.

6. The facility established may also, unless otherwise agreed, be used for independent scientific activities of the Government of the Commonwealth of Australia, it being understood that such activities would be conducted so as not to conflict with the agreed schedules of operations and that any additional costs resulting from such independent activities would be borne by the Government of the Commonwealth of Australia.

7. The United States Government shall retain ownership of any property provided or paid for by the United States Government or its contractor and it shall have the right of removing or disposing of such property at its own expense upon the termination of this program or sooner, provided thirty days written notice is given to the Australian cooperating agency.

8. (A) The Government of the Commonwealth of Australia shall take the necessary steps to facilitate the admission into the territory of Australia of such United States personnel as may be assigned to visit or participate in the activities of the program.

(B) The effects for personal and household use of United States personnel entering Australia for the purpose of carrying out the program shall be permitted free entry in accordance with Australian customs law in effect at the date the goods are imported.

(C) (1) United States personnel sent to Australia for the purpose of carrying out this program shall be free from Australian income tax in respect of: (a) remuneration for services rendered in Australia under the program; and (b) income derived from sources outside Australia while engaged in Australia under the program.

(2) United States personnel will be free from Australian death and gift duties which, because of their presence in Australia under the program, may otherwise become payable in respect of property situated outside Australia as a result of the happening of any event while the person concerned is engaged in Australia under that program.

9. The Government of the Commonwealth of Australia shall take the necessary steps to facilitate the admission into and removal from the territory of Australia of all items of property provided by the United States Government or its contractor in connection with activities under the program. No duties, taxes, or other charges will be imposed on such items by the Government of the Commonwealth of Australia or any instrumentalities thereof.

10. To the extent the Commonwealth of Australia is not compensated by other financial protection, the United States cooperating agency will indemnify the Commonwealth of Australia against (a) claims, in the form of judgments rendered or settlements approved in advance by the United States cooperating agency, for public liability arising out of or in connection with the program,

and (b) the reasonable costs of investigating and settling such claims, and defending suits for damage for such public liability provided, however, that this indemnification is subject to the availability of appropriated funds to the United States cooperating agency.

11. The program of cooperation set forth in this Note shall, subject to the availability of funds, remain in effect for a period of two years from the date of the Department's reply to this Note, and may be extended as mutually agreed by the two Governments.

If the Government of the Commonwealth of Australia concurs in the program of cooperation outlined above, the Embassy has the honour to propose that the present Note and the Department's confirmatory reply should constitute and evidence an agreement between the Government of the Commonwealth of Australia and the Government of the United States of America in the matter."

The Department confirms that the Government of the Commonwealth of Australia concurs in the programme outlined in the Embassy's Note and agrees that the Embassy's Note and the present reply should constitute an agreement between the Government of the Commonwealth of Australia and the Government of the United States of America in the matter.



CANBERRA. A.C.T.  
9th May, 1961.

# COLOMBIA

## Military Equipment, Materials, and Services

*Agreement effected by exchange of notes  
Signed at Bogotá April 3, 1961;  
Entered into force April 3, 1961.*

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*The American Chargé d'Affaires ad interim to the Colombian Minister  
of Foreign Relations*

No. 241

BOGOTÁ, April 3, 1961

EXCELLENCY:

I have the honor to refer to the recent request of the Government of the Republic of Colombia that certain military equipment, materials, and services be furnished by the Government of the United States of America to the Government of the Republic of Colombia for the purpose of maintaining its internal security. I am pleased to inform Your Excellency that my Government is prepared to furnish assistance in accordance with that request and on the basis of the following understandings:

1. The equipment, materials, and services referred to above shall be furnished in accordance with and under the terms of the Military Assistance Agreement between the United States and Colombia signed at Bogotá on April 17, 1952, [1] except that the requirements of the third sentence of Article I, paragraph 1, and so much of the requirements of the first sentence of Article I, paragraph 2, as relate to implementation of defense plans under which our two Governments participate in missions important to the defense and the maintenance of the peace of the Western Hemisphere shall not be applicable to assistance furnished hereunder.

2. The equipment, materials, and services referred to above may be used for the purpose of implementing the defense plans referred to in paragraph number 1 hereof when no longer required for the purpose of maintaining internal security and, at such time as these items may be so used, shall be subject to all the requirements of the Military Assistance Agreement between the United States and Colombia signed at Bogotá on April 17, 1952.

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<sup>1</sup>TIAS 2496; 3 UST, pt. 3, p. 3690.

3. Subject to paragraph number 2 hereof, the Agreement effected by an exchange of notes dated at Bogotá on February 22 and March 14, 1956, [1] relating to the disposition of equipment and materials no longer required for the purpose furnished, shall apply to equipment and materials furnished hereunder.

I have the honor to propose that this note and Your Excellency's note in reply confirming these understandings shall constitute an Agreement between our two Governments to enter into force on the date of Your Excellency's reply.

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

MILTON K. WELLS  
*Chargé d'Affaires ad interim*

His Excellency

JULIO CÉSAR TURBAY AYALA,  
*Minister of Foreign Relations,*  
*Bogotá.*

*The Colombian Minister of Foreign Relations to the American  
Chargé d'Affaires ad interim*

MINISTERIO DE RELACIONES EXTERIORES

No. R.T. 140.

BOGOTÁ, 3 de Abril de 1.961

SEÑOR ENCARGADO DE NEGOCIOS:

Tengo el honor de hacer referencia a la atenta nota de Su Señoría, número 241 de esta fecha, cuyo texto es el siguiente:

“Excelencia:

Tengo el honor de referirme a la solicitud reciente del Gobierno de la República de Colombia de que cierto equipo, materiales y servicios militares sean suministrados por el Gobierno de los Estados Unidos de América con la finalidad de mantener su seguridad interna. Me es grato informar a Su Excelencia que mi Gobierno está dispuesto a proporcionar ayuda de conformidad con esa solicitud y sobre la base de los siguientes acuerdos:

1. El equipo, materiales y servicios a los que se hace referencia anteriormente serán suministrados de acuerdo con y según los términos del Convenio de Ayuda Militar entre los Estados Unidos y Colombia, firmado en Bogotá el 17 de abril de 1.952, con excepción de que no se aplicarán de acuerdo con el presente los requisitos de la tercera frase del artículo I, parágrafo 1, y aquellas partes de los requisitos de la primera frase del artículo I, parágrafo 2, que se refieren a la

<sup>1</sup> TIAS 3581; 7 UST 475.

ejecución de los planes de defensa, según los cuales nuestros dos Gobiernos participan en misiones importantes para la defensa y mantenimiento de la paz del Hemisferio Occidental.

2. El equipo, materiales y servicios a los que se hace referencia anteriormente podrán usarse con la finalidad de poner en ejecución los planes de defensa a los que se hace referencia en el parágrafo número 1 del presente, cuando ya no se necesiten para la finalidad de mantener la seguridad interna y, durante el tiempo en que estos items se usen así, estarán sujetos a todos los requisitos del Convenio de Ayuda Militar entre los Estados Unidos y Colombia, firmado en Bogotá el 17 de abril de 1952.

3. Con sujeción al parágrafo No. 2 del presente, el Convenio efectuado por un intercambio de notas fechadas en Bogotá el 22 de febrero y el 14 de marzo de 1956, referentes a la disposición del equipo y de los materiales suministrados que ya no se necesitan para la finalidad precitada, se aplicará a equipo y materiales suministrados de acuerdo con el presente.

Tengo el honor de proponer que esta nota y la nota de respuesta de Su Excelencia, en la cual se confirmen estos acuerdos, constituyan un Convenio entre nuestros dos Gobiernos que ha de entrar en vigencia en la fecha de la respuesta de Su Excelencia.

Acepte, Excelencia los sentimientos renovados de mi más alta consideración."

En consecuencia me complace manifestarle la conformidad del Gobierno de Colombia con los términos de la nota de Su Señoría, la cual juntamente con la presente, constituyen un Acuerdo que desde la fecha de hoy complementa el de Ayuda Militar entre los Estados Unidos y Colombia firmado en Bogotá el 17 de abril de 1952.

Me valgo de la ocasión para expresar a Su Señoría las seguridades de mi muy distinguida consideración.

JULIO CÉSAR TURBAY

A Su Señoría

MILTON K. WELLS,

*Encargado de Negocios de los  
Estados Unidos de América.  
La Ciudad.*

*Translation*

MINISTRY OF FOREIGN RELATIONS

No. R.T. 140.

BOGOTÁ, April 3, 1961

MR. CHARGÉ D'AFFAIRES:

I have the honor to refer to your note No. 241 of this date, the text of which is as follows:

[For the English language text of the note, see *ante*, p. 492.]

Accordingly, I take pleasure in informing you of the agreement of the Government of Colombia to the terms of your note, which, together with this one, constitute an Agreement which from today's date supplements the Military Assistance Agreement between the United States and Colombia signed at Bogotá on April 17, 1952.

I avail myself of this occasion to express to you the assurances of my very distinguished consideration.

JULIO CÉSAR TURBAY

Mr. MILTON K. WELLS,  
*Chargé d'Affaires of the  
United States of America,  
City.*

# GREECE

## Disposition of Military Equipment and Materials

*Agreement amending the agreement of December 21, 1951, and January 7, 1952.*

*Effectuated by exchange of notes*

*Dated at Athens April 17 and 18, 1961;*

*Entered into force April 18, 1961.*

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*The American Chargé d'Affaires ad interim to the Greek Minister  
of Foreign Affairs*

No. 262

ATHENS, Apr 17 1961

EXCELLENCY:

I have the honor to refer to the Agreement between our two Governments effected by an exchange of notes dated at Athens on December 21, 1951, and January 7, 1952, concerning the disposition of equipment and materials furnished by the United States, [¹] and to propose that that Agreement be amended by adding a new paragraph 6, reading as follows:

6. Notwithstanding the other provisions of this Agreement, the Government of Greece may from time to time offer to the NATO [²] Maintenance Supply Services System, through the NATO Maintenance Supply Services Agency (NMSSA), for redistribution, such spare parts as are no longer required by any of the armed forces of the Government of Greece which are supported by military assistance from the Government of the United States of America. Each offer of spare parts to NMSSA shall be submitted in advance by the Government of Greece in adequate detail to the appropriate military representatives of the Government of the United States of America for their approval. The approval of the Government of the United States of America shall not be withheld if the spare parts are no longer required by any of the armed forces of the Government of Greece which are supported by military assistance from the Government of the United States of America. The Government of Greece shall comply

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<sup>¹</sup> TIAS 2537; 3 UST, pt. 3, p. 3997.

<sup>²</sup> North Atlantic Treaty Organization.

with the other provisions of this Agreement with regard to such spare parts as are offered to, but not accepted by, NMSSA.

I have the honor to propose that, if this amendment is acceptable to Your Excellency's Government this note and Your Excellency's note in reply concurring therein shall constitute an Agreement between our two Governments amending the Agreement between our two Governments effected by an exchange of notes dated at Athens on December 21, 1951, and January 7, 1952, which shall enter into force on the date of Your Excellency's reply.

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

SAMUEL D. BERGER  
*Charge d'Affaires ad interim*

His Excellency  
EVANGHELOS AVEROFF-TOSIZZA,  
*Foreign Minister,*  
*Athens.*

*The Greek Ministry of Foreign Affairs to the American Embassy*

MINISTÈRE ROYAL  
DES AFFAIRES ÉTRANGÈRES

No GH46-7

NOTE VERBALE

The Royal Ministry of Foreign Affairs present their compliments to the Embassy of the United States of America and have the honour to acknowledge receipt of its note, dated April 17, 1961 which reads as follows:

"I have the honor to refer to the Agreement between our two Governments effected by an exchange of notes dated at Athens on December 21, 1951, and January 7, 1952, concerning the disposition of equipment and materials furnished by the United States, and to propose that that Agreement be amended by adding a new paragraph 6, reading as follows:

"6. Notwithstanding the other provisions of this Agreement, the Government of Greece may from time to time offer to the NATO Maintenance Supply Services System, through the NATO Maintenance Supply Services Agency (NMSSA), for redistribution, such spare parts as are no longer required by any of the armed forces of the Government of Greece which are supported by military assistance from the Government of the United States of America.

Each offer of spare parts to NMSSA shall be submitted in advance by the Government of Greece in adequate detail to the appropriate military representatives of the Government of the United States of America for their approval. The approval of the Government of the United States of America shall not be withheld if the spare parts are no longer required by any of the armed forces of the Government of Greece which are supported by military assistance from the Government of the United States of America. The Government of Greece shall comply with the other provisions of this Agreement with regard to such spare parts as are offered to, but not accepted by, NMSSA.

"I have the honor to propose that, if this amendment is acceptable to Your Excellency's Government this note and Your Excellency's note in reply concurring therein shall constitute an Agreement between our two Governments amending the Agreement between our two Governments effected by an exchange of notes dated at Athens on December 21, 1951, and January 7, 1952, which shall enter into force on the date of Your Excellency's reply.

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

In confirming the contents of the above note the Royal Ministry of Foreign Affairs have the honour to inform the Embassy of the United States of America that its provisions are acceptable to the Royal Government of Greece and that the said note and this reply are considered by the Royal Government as constituting an agreement between the two Governments, on this subject, which shall enter into force as from this date.

The Royal Ministry of Foreign Affairs avail themselves of this occasion to renew to the Embassy of the United States of America the assurances of their highest consideration.

ATHENS, 18th April, 1961



EMBASSY OF THE UNITED STATES OF AMERICA  
En Ville

# GREECE

## Surplus Agricultural Commodities: Adjustment Refunds of Drachmae Due Under Agreement of January 7, 1960

*Agreement effected by exchange of notes  
Signed at Athens April 20 and 29, 1961;  
Entered into force April 29, 1961.*

*The American Chargé d'Affaires ad interim to the Greek Minister of Coordination*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
April 20, 1961

EXCELLENCY.

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of Greece signed on January 7, 1960.<sup>[1]</sup>

In conversations between representatives of our two Governments it has been agreed that it would be desirable for the entire amount of Greek drachmae deposited pursuant to Article III of the Agreement and intended for use as specified in paragraph 1-D of Article II of the Agreement to be made available for such use as soon as possible. Since a part of the drachmae intended for such use has been held in reserve to be used for the payment of any necessary adjustment refunds, I have the honor to propose that any refunds of drachmae which may be due or may become due under the Agreement will be made by the Government of the United States of America from funds available from the most recent Agricultural Commodities Agreement between our two Governments under Title I of the Agricultural Trade Development and Assistance Act,<sup>[2]</sup> as amended, in effect at the time of the refund.

Accordingly, I have the honor to propose that this note and Your Excellency's reply concurring herein shall constitute an Agreement

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<sup>1</sup> TIAS 4403, 11 UST 25.

<sup>2</sup> 68 Stat. 455, 7 U.S.C. §§ 1701-1700.

between our two Governments on this matter to enter into force upon the date of Your Excellency's note in reply.

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

S. D. BERGER

His Excellency

ARISTIDES PROTOPAPADAKIS,  
*Minister of Coordination,*  
*Athens.*

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*The Greek Minister of Coordination to the American Chargé d'Affaires  
ad interim*

MINISTER OF COORDINATION

ATHENS, April 29, 1961

DEAR MR. BERGER,

I would like to refer to your letter of April 20, 1961, concerning the payment by the Government of the United States of America of any necessary adjustment refunds of drachmae which may be due under the Agricultural Commodities Agreement between our two Governments of January 7, 1960.

In order that the entire amount of drachmae deposited pursuant to the said Agreement may be made available for the uses specified therein, the Greek Government concurs in your proposal that any such refunds of drachmae be made out of funds available from the most recent Agricultural Commodities Agreement between our two Governments under Title I of P.L. 480,[<sup>1</sup>] as amended, in effect at the time of the refund.

Also, the Greek Government agrees that your aforementioned letter and this reply shall constitute an Agreement entering into force as of this date.

Sincerely yours,

A. PROTOPAPADAKIS

A. Protopapadakis

Mr. S. D. BERGER,

*Chargé d'Affaires a.i.*  
*Embassy of the United States of America,*  
*Athens*

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<sup>1</sup> 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

# PAKISTAN

## Surplus Agricultural Commodities [<sup>1</sup>]

*Agreement amending the agreement of April 11, 1960, as amended.*

*Effectuated by exchange of notes*

*Signed at Karachi April 22, 1961,*

*Entered into force April 22, 1961.*

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*The American Ambassador to the Joint Secretary, Pakistani Ministry  
of Finance*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
KARACHI, PAKISTAN

No. 652

*April 22, 1961*

DEAR MR. MOZAFFAR

I have the honor to refer to the Agricultural Commodities Agreement signed on April 11, 1960 [<sup>2</sup>] as amended on September 23, 1960 [<sup>3</sup>] and March 11, 1961 [<sup>4</sup>] (financing certain agricultural commodities under Title I of the Agricultural Trade Development and Assistance Act,[<sup>5</sup>] as amended) and to propose that the agreement be further amended as follows

1. In Article I, increase the amount for wheat from \$61.4 million to \$69.1 million, the amount for ocean transportation from \$13.4 million to \$14.9 million, and the total amount from \$92.0 million to \$101.2 million.

2. In Article II, increase the amount in paragraph (1) from \$18.40 million to \$20.24 million, the amount in paragraph (2) from \$9.15 to \$10.07 million, the amount in paragraphs (3) and (4) from \$32.225 million to \$35.445 million, and the amount in the paragraph following paragraph (4) from \$92.0 million, to \$101.2 million in the instances in which the former appears.

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<sup>1</sup> Also TIAS 4772, 4778, 4794, 4829, 4852, post, pp. 715, 784, 897, 1170, 1287.

<sup>2</sup> TIAS 4470, 11 UST 1352.

<sup>3</sup> TIAS 4579; 11 UST 2156.

<sup>4</sup> TIAS 4720; ante, p. 323.

<sup>5</sup> 68 Stat. 455, 7 U.S.C. §§ 1701-1709.

3. In paragraph (1) of the accompanying exchange of notes increase the amount \$1,070,000 to \$1,254,000, and the amount \$535,000 to \$627,000.

If the foregoing is acceptable to your Government, it is proposed that this note together with Your Excellency's note in reply concurring therein shall constitute an Agreement between our two Governments to enter into force on the date of Your Excellency's reply.

WILLIAM M. ROUNTREE

William M. Rountree  
*Ambassador of the United States  
 of America in Pakistan*

Mr. M. A. MOZAFFAR, S.Q.A.

*Joint Secretary  
 Ministry of Finance  
 Government of Pakistan*

*The Joint Secretary, Pakistani Ministry of Finance, to the  
 American Ambassador*

GOVERNMENT OF PAKISTAN  
 MINISTRY OF FINANCE  
 ECONOMIC AFFAIRS DIVISION  
 KARACHI  
 April 22, 1961.

DEAR MR. AMBASSADOR,

I have the honour to acknowledge with thanks the receipt of your letter dated April 22, 1961 containing the proposal for amendment to the Agricultural Commodities Agreement signed on April 11, 1960 as amended on September 23, 1960 and March 11, 1961; the text of which is reproduced below:

"I have the honor to refer the Agricultural Commodities Agreement signed on April 11, 1960 as amended on September 23, 1960 and March 11, 1961 (financing certain agricultural Commodities under Title I of the Agricultural Trade Development and Assistance Act, as amended) and to propose that the agreement be further amended as follows:

1. In Article I, increase the amount for wheat from \$ 61.4 million to \$ 69.1 million, the amount for ocean transportation from \$ 13.4 million to \$ 14.9 million, and the total amount from \$ 92.0 million to \$ 101.2 million.
2. In Article II, increase the amount in paragraph (1) from \$ 18.40 million to \$ 20.24 million, the amount in paragraph (2)

from \$ 9.15 to \$ 10.07 million, the amount in paragraphs (3) and (4) from \$ 32.225 to \$ 35.445 million, and the amount in the paragraph following paragraph (4) from \$ 92.0 million, to \$ 101.2 million in the instances in which the former appears.

3. In paragraph (1) of the accompanying exchange of note increase the amount \$ 1,070,000 to \$ 1,254,000 and the amount \$ 535,000 to \$ 627,000.

If the foregoing is acceptable to your Government it is proposed that this note together with Your Excellency's note in reply concurring therein shall constitute an Agreement between our two Governments to enter into force on the date of Your Excellency's reply."

I write to confirm that the foregoing setsforth the understanding of the Government of Pakistan.

Yours sincerely,

M. A. MOZAFFAR

(M. A. Mozaffar)

His Excellency

Mr. WILLIAM M. ROUNTREE,  
*Ambassador of the United States of  
America in Pakistan.*

# ISRAEL

## United States Educational Foundation in Israel

*Agreement amending the agreement of July 26, 1956.*

*Effectuated by exchange of notes*

*Signed at Tel Aviv March 23 and April 30, 1961;*

*Entered into force April 30, 1961.*

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*The American Chargé d'Affaires ad interim to the Israeli Minister  
for Foreign Affairs*

THE FOREIGN SERVICE  
OF THE  
UNITED STATES OF AMERICA

TEL AVIV, March 23, 1961.

EXCELLENCY:

I have the honor to refer to the Agreement between the Government of the United States of America and the Government of Israel dated July 26, 1956, to promote further mutual understanding between the peoples of the United States of America and Israel by means of a wider exchange of knowledge and professional talents through educational activities.<sup>[1]</sup> I have the honor to refer also to recent conversations between representatives of our two Governments on the same subject and to confirm the understanding reached that the aforementioned agreement be amended as follows:

1. Article 3 is amended to read as follows:

"All commitments, obligations and expenditures authorized by the Foundation shall be made in accordance with an annual budget, to be approved by the Secretary of State of the United States of America; provided, however, that in no case shall a total amount of the currency of Israel in excess of the equivalent of the statutory limitation of \$1,000,000 be expended under the terms of this Agreement during any single calendar year."

2. Article 8 is amended to read as follows:

"The Government of the United States of America and the Government of Israel agree that currency of Israel acquired by the

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<sup>1</sup> TIAS 3612; 7 UST 2105.

Government of the United States pursuant to the agreement effected by the exchange of notes dated June 9, 1952,[<sup>1</sup>] up to an aggregate amount of 900,000 Israeli pounds, may be used for purposes of this agreement.

"In addition to the funds provided in the first paragraph of this Article, the Government of the United States of America and the Government of Israel agree that there also may be used for purposes of this agreement:

(1) up to an aggregate amount of 1,170,000 Israeli pounds received by the Government of the United States from the Government of Israel in repayment of principal and payment of interest pursuant to the Loan Agreement of August 5, 1955, made between Export-Import Bank of Washington, an agency of the United States of America, and the Government of Israel in accordance with Article II, first paragraph, sub-section (b) of the Surplus Agricultural Commodities Agreement of April 29, 1955,[<sup>2</sup>] and

(2) any other currency of Israel held or available for expenditure by the Government of the United States of America.

"In no event shall a total of the currency of Israel in excess of 270,000 Israeli pounds be deposited to the credit of the Foundation during any single year.

"The performance of this Agreement shall be subject to the availability of appropriations to the Secretary of State of the United States of America, when required by the laws of the United States, for the reimbursement to the Treasury of the United States for currency of Israel held or available for expenditure by the United States.

"The Secretary of State of the United States of America will make available for expenditure as authorized by the Foundation currency of the Government of Israel in such amounts as may be required for the purposes of this agreement but in no event in excess of the budgetary limitation established pursuant to Article 3 of the present agreement."

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Israel, the Government of the United States of America will consider that this note and your 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 assurances of my highest consideration.

N. SPENCER BARNES

Her Excellency

Mrs. GOLDA MEIR,

*Minister for Foreign Affairs of  
The State of Israel.*

<sup>1</sup> TIAS 2588; 3 UST, pt. 3, p. 4398.

<sup>2</sup> TIAS 3228; 6 UST 814.

*The Israeli Minister for Foreign Affairs to the American Chargé  
d'Affaires ad interim*

MINISTER FOR FOREIGN AFFAIRS

רִאשׁוֹן הַמִּינְיָם

30 APRIL 1961

DEAR MR. CHARGÉ D'AFFAIRES:

I have the honour to refer to your Note No. 80 of 23 March regarding the Agreement between the Government of the United States of America and the Government of Israel dated July 26, 1956, to promote further mutual understanding between the peoples of the United States of America and Israel by means of a wider exchange of knowledge and professional talents through educational activities. I have the honour to refer also to recent conversations between representatives of our two Governments on the same subject and to confirm the understanding reached that the aforementioned Agreement be amended as follows:

1. Article 3 is amended to read as follows:

"All commitments, obligations and expenditures authorized by the Foundation shall be made in accordance with an annual budget, to be approved by the Secretary of State of the United States of America; provided, however, that in no case shall a total amount of the currency of Israel in excess of the equivalent of the statutory limitation of \$1,000,000 be expended under the terms of this Agreement during any single calendar year."

2. Article 8 is amended to read as follows:

"The Government of the United States of America and the Government of Israel agree that currency of Israel acquired by the Government of the United States pursuant to the Agreement effected by the exchange of Notes dated June 9, 1952, up to an aggregate amount of 900,000 Israeli pounds, may be used for purposes of this Agreement.

"In addition to the funds provided in the first paragraph of this Article, the Government of the United States of America and the Government of Israel agree that there also may be used for purposes of this Agreement:

(1) up to an aggregate amount of 1,170,000 Israeli pounds received by the Government of the United States from the Government of Israel in repayment of principal and payment of interest pursuant to the Loan Agreement of August 5, 1955, made between Export-Import Bank of Washington, an agency of the United States of America, and the Government of Israel in accordance with Article II, first paragraph, sub-section (b) of the Surplus Agricultural Com-modities Agreement of April 29, 1955, and

(2) any other currency of Israel held or available for expenditure by the Government of the United States of America.

"In no event shall a total of the currency of Israel in excess of 270,000 Israeli pounds be deposited to the credit of the Foundation during any single year.

"The performance of this Agreement shall be subject to the availability of appropriations to the Secretary of State of the United States of America, when required by the laws of the United States, for the reimbursement to the Treasury of the United States for currency of Israel held or available for expenditure by the United States.

"The Secretary of State of the United States of America will make available for expenditure as authorized by the Foundation currency of the Government of Israel in such amounts as may be required for the purposes of this Agreement but in no event in excess of the budgetary limitation established pursuant to Article 3 of the present Agreement".

I further wish to confirm that this exchange of Notes constitutes an Agreement between the two Governments on this subject, the Agreement to enter into force on the date of this Note.

Accept, Mr. Chargé d'Affaires, the assurance of my high consideration.

GOLDA MEIR

Mr. N. SPENCER BARNES,  
*Chargé d'Affaires a.i.,*  
*Embassy of the United States of America in Israel.*

# COLOMBIA

## Surplus Agricultural Commodities

*Agreement relating to Article III of the agreement of April 16, 1957, as amended.*

*Effectuated by exchange of notes*

*Signed at Bogotá April 20, 1961;*

*Entered into force April 20, 1961.*

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*The American Chargé d'Affaires ad interim to the Colombian Minister  
of Foreign Relations*

No. 261

Bogotá, April 20, 1961.

**EXCELLENCY:**

I have the honor to refer to the Surplus Agricultural Commodities Agreement signed on April 16, 1957,[<sup>1</sup>] between the Government of the United States of America and the Government of Colombia, as amended,[<sup>2</sup>] and in particular to the notes concerning the deposit of pesos under Article III of that Agreement which were exchanged on November 18, 1958.[<sup>3</sup>]

It is the understanding of the Government of the United States that with respect to dollar disbursements for commodities made by the Government of the United States on or after May 10, 1959, the amount of pesos to be deposited under the provisions of Article III of the above Agreement shall be computed at the certificate auction rate in effect on the dates of dollar disbursement by the United States. With respect to dollar disbursements for United States financed ocean transportation the following rates shall be applied:

- a) For the period April 16, 1957 through November 17, 1958, at the certificate auction rate in effect on the dates of such financing by the Government of the United States.
- b) For the period November 18, 1958 through January 22, 1959 the free market rate in effect on the dates of financing by the Government of the United States.

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<sup>1</sup> TIAS 3817; 8 UST 657.

<sup>2</sup> TIAS 3904, 3918, 4135, 4217; 8 UST 1534, 1629; 9 UST 1416; 10 UST 787.

<sup>3</sup> TIAS 4135; 9 UST 1416.

- c) For the period January 23 through May 9, 1959 the certificate auction rate plus the peso equivalent of the 10 percent tax on remittances computed at the free market rate, in effect on the dates of financing by the Government of the United States.
- d) Subsequent to May 9, 1959, so long as there is no change in the present exchange system of Colombia, at the certificate auction rate in effect on the dates of financing by the Government of the United States.

In the event of a change in the exchange system of Colombia, the amount of pesos to be deposited under the provisions of Article III of the above Agreement as revised shall be mutually agreed.

I have the honor to propose that this note and Your Excellency's reply concurring therein constitute an Agreement between our two Governments, the Agreement to enter into force on the date of Your Excellency's note in reply.

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

MILTON K. WELLS  
*Chargé d'Affaires ad interim.*

His Excellency

JULIO CÉSAR TURBAY AYALA,  
*Minister of Foreign Relations,*  
*Bogotá.*

*The Colombian Minister of Foreign Relations to the American Chargé d'Affaires ad interim*

MINISTERIO DE  
RELACIONES EXTERIORES

O/E 648

BOGOTÁ, 20 de Abril de 1.961

SEÑOR ENCARGADO DE NEGOCIOS A.I.:

Tengo el honor de referirme a la nota de Vuestra Señoría No. 261 de esta fecha relacionada con las conversaciones adelantadas por los Representantes de Colombia y de los Estados Unidos de América, tendientes a determinar el tipo de cambio para los depósitos en pesos aplicables según el Artículo III del Convenio de Productos Agrícolas Colombo-Estadinense del 16 de Abril de 1.957, como también a sus modificaciones y al Canje de Notas del 18 de Noviembre de 1.958, relativo a este mismo particular. El texto de la nota es el siguiente:

"Excelencia: Tengo el honor de referirme al Convenio de Excedentes de Productos Agrícolas firmado el 16 de Abril de 1.957 entre

el Gobierno de los Estados Unidos de América y el Gobierno de Colombia, y sus enmiendas, y en especial a las notas concernientes al depósito de Pesos de acuerdo con el Artículo III de ese Convenio, que fueron canjeadas el 18 de noviembre de 1.958.

El Gobierno de los Estados Unidos tiene entendido que en relación con los desembolsos en dólares, por concepto de productos, que el Gobierno de los Estados Unidos haga el 10 de Mayo de 1.959 o después de esta fecha, la cantidad de Pesos que han de depositarse, de acuerdo con las disposiciones del Artículo III del precitado Convenio, será computada al tipo de subasta de certificados, vigente en las fechas del pago en dólares, por parte de los Estados Unidos. En relación con desembolsos en dólares para transporte marítimo financiado por los Estados Unidos, se aplicarán los siguientes tipos:

- a) durante el tiempo transcurrido desde el 16 de Abril de 1.957 hasta el 17 de noviembre de 1.958, al tipo de subasta de certificados vigente en las fechas de dicha financiación por parte del Gobierno de los Estados Unidos de América.
- b) Durante el tiempo transcurrido desde el 18 de noviembre de 1.958 hasta el 22 de enero de 1.959, el tipo de mercado libre vigente en las fechas de financiación por parte del Gobierno de los Estados Unidos.
- c) Durante el tiempo transcurrido desde el 23 de enero hasta el 9 de mayo de 1.959, el tipo de subasta de certificados más el equivalente en Pesos del impuesto del 10% sobre las remesas al tipo del mercado libre, vigente en las fechas de financiación por parte de los Estados Unidos.
- d) Despues del 9 de mayo de 1.959, mientras no haya modificación en el sistema actual de cambio de Colombia, al tipo de subasta de certificados, vigente en las fechas de financiación por parte del Gobierno de los Estados Unidos

Si se presenta alguna modificación en el sistema de cambio de Colombia, se convendría mutuamente en la cantidad de pesos que han de depositarse de acuerdo con las disposiciones del Artículo III del mencionado Convenio y sus revisiones.

Tengo el honor de proponer que esta nota y la respuesta de aceptación de Su Excelencia constituyan un Acuerdo entre nuestros dos Gobiernos, que entre en vigencia en la fecha de la nota de respuesta de Su Excelencia.

Acepte, Excelencia, los sentimientos renovados de mi más alta consideración."

(Fdo.) Milton K. Wells, Encargado de Negocios. a.i.

En consecuencia, me es grato expresar a Vuestra Señoría la conformidad del Gobierno de Colombia acerca de los términos a que se refiere la nota arriba transcrita.

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

JULIO CÉSAR TURBAY

A Su Señoría el Señor

MILTON K. WELLS

*Encargado de Negocios a.i. de los  
Estados Unidos de América  
La Ciudad.—*

*Translation*

MINISTRY FOR  
FOREIGN RELATIONS

O/E 648

BOGOTÁ, April 20, 1961

MR. CHARGÉ D'AFFAIRES AD INTERIM:

I have the honor to refer to your note No. 261 of this date concerning the conversations held by the representatives of Colombia and the United States of America for the purpose of determining the rate of exchange for applicable deposits of pesos under Article III of the Agricultural Commodities Agreement between Colombia and the United States, of April 16, 1957, as well as to the amendments thereof and the exchange of notes dated November 18, 1958, relating to this same matter. The text of the note reads as follows:

[For the English language text of the note, see *ante*, p. 508.]

Consequently, I am happy to inform you that the Government of Colombia agrees to the terms set forth in the note transcribed above.

I avail myself of the opportunity to renew to you the assurances of my high and distinguished consideration.

JULIO CÉSAR TURBAY

Mr. MILTON K. WELLS,

*Chargé d'Affaires ad interim of the  
United States of America,  
City.*

# COLOMBIA

## Surplus Agricultural Commodities

*Agreement relating to article III of the agreement of March 14, 1958, as amended.*

*Effectuated by exchange of notes*

*Signed at Bogotá April 20, 1961;*

*Entered into force April 20, 1961.*

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*The American Chargé d'Affaires ad interim to the Colombian Minister of Foreign Relations*

No. 262

BOGOTÁ, April 20, 1961.

EXCELLENCY:

I have the honor to refer to the Surplus Agricultural Commodities Agreement signed on March 14, 1958,[<sup>1</sup>] between the Government of the United States of America and the Government of Colombia, as amended,[<sup>2</sup>] and in particular to the notes concerning the deposit of pesos under Article III of that Agreement, which were exchanged on November 18, 1958.[<sup>3</sup>]

It is the understanding of the Government of the United States that with respect to dollar disbursements for commodities made by the Government of the United States on or after May 10, 1959, the amount of pesos to be deposited under the provisions of Article III of the above Agreement shall be computed at the certificate auction rate in effect on the dates of dollar disbursement by the United States. With respect to dollar disbursements for United States financed ocean transportation the following rates shall be applied:

- a) For the period prior to January 23, 1959, the free market rate in effect on the dates of such financing by the Government of the United States.
- b) For the period January 23 through May 9, 1959 the certificate auction rate plus the peso equivalent of the 10 percent tax on

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<sup>1</sup> TIAS 4015; 9 UST 351.

<sup>2</sup> TIAS 4023, 4080, 4136; 9 UST 443, 446, 1066, 1423.

<sup>3</sup> TIAS 4136; 9 UST 1423.

remittances computed at the free market rate, in effect on the dates of financing by the Government of the United States.

- c) Subsequent to May 9, 1959, so long as there is no change in the present exchange system of Colombia, at the certificate auction rate in effect on the dates of financing by the Government of the United States.

In the event of a change in the exchange system of Colombia, the amount of pesos to be deposited under the provisions of Article III of the above Agreement as revised shall be mutually agreed.

I have the honor to propose that this note and Your Excellency's reply concurring therein constitute an Agreement between our two Governments, the Agreement to enter into force on the date of Your Excellency's note in reply.

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

MILTON K. WELLS  
*Chargé d'Affaires ad interim.*

His Excellency

JULIO CÉSAR TURBAY AYALA,  
*Minister of Foreign Relations,*  
*Bogotá.*

*The Colombian Minister of Foreign Relations to the American Chargé d'Affaires ad interim*

MINISTERIO DE  
RELACIONES EXTERIORES

O/E 649

BOGOTÁ, 20 de Abril de 1.961

SEÑOR ENCARGADO DE NEGOCIOS A.I.:

Tengo el honor de referirme a la nota de Vuestra Señoría No. 262 de esta fecha relacionada con las conversaciones adelantadas por los Representantes de Colombia y de los Estados Unidos de América, tendientes a determinar el tipo de cambio para los depósitos en pesos aplicables según el Artículo III del Convenio de Productos Agrícolas Colombo-Estadinense del 14 de marzo de 1.958, como también a sus modificaciones y al Canje de Notas del 18 de noviembre de 1.958, relativo a este mismo particular. El texto de la nota es el siguiente:

"Excelencia: Tengo el honor de referirme al Convenio de Excedentes de Productos Agrícolas firmado el 14 de Marzo de 1958 entre el Gobierno de los Estados Unidos de América y el Gobierno de Colombia, con sus enmiendas, y en particular a las notas concernientes al depósito de pesos según el Artículo III de dicho Convenio, que fueron cambiadas el 18 de noviembre de 1.958.

El Gobierno de los Estados Unidos entiende que con respecto a desembolsos de dólares para productos, hechos por el Gobierno de los Estados Unidos en o después del 10 de Mayo de 1.959, la cuantía en pesos que ha de depositarse según las disposiciones del Artículo III del anterior Convenio se computará a la rata de subasta de certificados vigente en las fechas del desembolso de dólares por los Estados Unidos. Con respecto a desembolsos de dólares para transporte marítimo financiado por Estados Unidos, se aplicarán las siguientes ratas:

- a) Para el período anterior a Enero 23 de 1.959, la rata en el mercado libre vigente en las fechas de tal financiación por el Gobierno de Estados Unidos.
- b) Para el período de Enero 23 a Mayo 9 de 1.959 la rata de subasta de certificados más el equivalente en pesos del impuesto del 10% sobre remesas computadas a la rata del mercado libre, vigente en las fechas de financiación por el Gobierno de Estados Unidos.
- c) Con posterioridad al 9 de Mayo de 1.959, mientras no se modifique el actual sistema de cambios de Colombia, a la rata de subasta de certificados vigente en las fechas de financiación por el Gobierno de los Estados Unidos.

En caso de modificación del sistema de cambios de Colombia, la cuantía de pesos que se han de depositar según las disposiciones del Artículo III del anterior Convenio y sus revisiones, será acordada mutuamente.

Tengo el honor de proponer que esta nota y la respuesta de su Excelencia manifestando su consentimiento, constituyan un Acuerdo entre nuestros dos Gobiernos, para que empiece a regir en la fecha de la nota de respuesta de Su Excelencia.

Acepte Excelencia, el reiterado testimonio de mi más alta consideración."

(Fod.) Milton K. Wells, Encargado de Negocios a.i.

En consecuencia, me es grato expresar a Vuestra Señoría la conformidad del Gobierno de Colombia acerca de los términos a que se refiere la nota arriba transcrita.

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

JULIO CÉSAR TURBAY

A Su Señoría el Señor

MILTON K. WELLS

*Encargado de Negocios a.i. de los  
Estados Unidos de América  
La Ciudad.-*

*Translation*

MINISTRY FOR FOREIGN RELATIONS

O/E 649

BOGOTÁ, April 20, 1961

MR. CHARGÉ D'AFFAIRES:

I have the honor to refer to your note No. 262 of today's date relating to the talks held by representatives of Colombia and the United States of America to determine the exchange rate for peso deposits applicable under Article III of the Surplus Agricultural Commodities Agreement between Colombia and the United States signed on March 14, 1958, as amended, and the exchange of notes of November 18, 1958, concerning the same matter. The text of the note is as follows:

[For the English language text of the note, see *ante*, p. 512.]

Accordingly, I take pleasure in informing you, Sir, that the Government of Colombia accepts the terms of the note transcribed above.

I avail myself of the opportunity to renew to you, Sir, the assurances of my high and distinguished consideration.

JULIO CÉSAR TURBAY

Mr. MILTON K. WELLS,

*Chargé d'Affaires ad interim of the  
United States of America,  
City.*

# COLOMBIA

## Surplus Agricultural Commodities [<sup>1</sup>]

*Agreement amending the agreement of October 6, 1959.*

*Effectuated by exchange of notes*

*Signed at Bogotá April 26, 1961;*

*Entered into force April 26, 1961.*

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*The American Chargé d'Affaires ad interim to the Colombian Minister  
of Foreign Relations*

No. 266

BOGOTÁ, April 26, 1961.

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement of October 6, 1959 [<sup>2</sup>] between the Government of the United States of America and the Government of Colombia.

The Government of the United States of America proposes to amend Article 1 of the Agreement by adding the commodity feed grains in the amount of dollars 2.8 million, and by reducing the amount provided for wheat from dollars 18.2 million to dollars 15.4 million.

If the foregoing amendments to the above Agreement are acceptable to Your Excellency's Government, it is proposed that this note together with Your Excellency's affirmative reply shall constitute an Agreement between our two Governments on this matter to enter into force on the date of Your Excellency's reply.

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

MILTON K. WELLS  
*Chargé d'Affaires ad interim.*

His Excellency

JULIO CÉSAR TURBAY AYALA,  
*Minister of Foreign Relations,*  
*Bogotá.*

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<sup>1</sup> Also TIAS 4911; *post*, Part 3.

<sup>2</sup> TIAS 4337; 10 UST 1799.

*The Colombian Minister of Foreign Relations to the American Charge  
d'Affaires ad interim*

MINISTERIO DE  
RELACIONES EXTERIORES

O/E 675

BOGOTÁ, 26 de abril de 1.961

SEÑOR ENCARGADO DE NEGOCIOS A.I.:

Tengo el honor de referirme a la nota de Vuestra Señoría No. 266 de esta fecha, relacionada con la modificación del Convenio de Productos Agrícolas Colombo-Estadinense del 6 de octubre de 1.959, en el sentido de rebajar la cuota de importación de trigo de que trata el Artículo 1º de dicho Convenio, de US\$ 18.2 millones de dólares, a US\$ 15.4 millones, diferencia que se destinará a la importación de cereales alimenticios. El texto de la citada nota es el siguiente:

“Excelencia:

Tengo el honor de referirme al Acuerdo de Productos Agrícolas del 6 de octubre de 1.959 entre el Gobierno de los Estados Unidos de América y el Gobierno de Colombia.

El Gobierno de los Estados Unidos de América propone que se enmiende el Artículo 1º del Acuerdo, agregando el renglón cereales alimenticios por la suma de 2.8. millones de dólares y rebajando la suma dispuesta para trigo, de 18.2 millones de dólares a 15.4 millones de dólares.

Si el Gobierno de Su Excelencia acepta las precitadas enmiendas al Acuerdo en mención, se propone que esta nota junto con la respuesta afirmativa de Su Excelencia constituyan un Acuerdo entre nuestros dos Gobiernos sobre este asunto, el cual entre en vigencia en la fecha de la respuesta de Su Excelencia.

Acepte, Excelencia, los sentimientos renovados de mi más alta consideración.”

(Fdo.) Milton K. Wells, Encargado de Negocios a.i.

En consecuencia, me es grato expresar a Vuestra Señoría la conformidad del Gobierno de Colombia acerca de los términos a que se refiere la nota arriba transcrita.

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

JULIO CÉSAR TURBAY

A Su Señoría el Señor

MILTON K. WELLS

*Encargado de Negocios a.i. de los  
Estados Unidos de América en Colombia  
La Ciudad*

*Translation*

MINISTRY FOR  
FOREIGN RELATIONS

O/E 675

BOGOTÁ, April 26, 1961

MR. CHARGÉ D'AFFAIRES AD INTERIM:

I have the honor to refer to your note No. 266 of this date, concerning the amendment of the Agricultural Commodities Agreement between Colombia and the United States, of October 6, 1959, for the purpose of reducing the wheat import quota referred to in Article 1 of the Agreement from US\$18.2 million to US\$15.4 million, the difference to be used for the importation of feed grains. The text of the above-mentioned note reads as follows:

[For the English language text of the note, see *ante*, p. 516.]

Consequently, I am happy to inform you that the Government of Colombia accepts the terms referred to in the note transcribed above.

I avail myself of the opportunity to renew to you the assurances of my high and distinguished consideration.

JULIO CÉSAR TURBAY

Mr. MILTON K. WELLS,

*Chargé d'Affaires ad interim of the  
United States of America in Colombia,  
City.*

# TURKEY

## Atomic Energy: Cooperation for Civil Uses

*Agreement amending the agreement of June 10, 1955.  
Signed at Washington April 27, 1961,  
Entered into force May 31, 1961.*

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### AMENDMENT TO AGREEMENT FOR COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE TURKISH REPUBLIC CONCERNING CIVIL USES OF ATOMIC ENERGY

The Government of the United States of America and the Government of the Turkish Republic,

Desiring to amend the Agreement for Cooperation between the Government of the United States of America and the Government of the Turkish Republic Concerning Civil Uses of Atomic Energy, signed at Washington on June 10, 1955[<sup>1</sup>] (hereinafter referred to as the "Agreement for Cooperation"),

Agree as follows

#### ARTICLE I

Article I of the Agreement for Cooperation is amended to read as follows.

"A. Subject to the limitations of Article V, the Parties hereto will exchange information in the following fields.

"1. Design, construction and operation of research reactors and their use as research, development, and engineering tools and in medical therapy

"2. Health and safety problems related to operation and use of research reactors.

"3. The use of radioactive isotopes in physical and biological research, medical therapy, agriculture, and industry

"B. The application or use of any information or data of any kind whatsoever, including design drawings and specifications,

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<sup>1</sup> TIAS 3320; 6 UST 2703.

exchanged under this Agreement shall be the responsibility of the Party which receives and uses such information or data, and it is understood that the other cooperating Party does not warrant the accuracy, completeness, or suitability of such information or data for any particular use or application."

## ARTICLE II

Article II of the Agreement for Cooperation is amended to read as follows:

"A. The Commission will sell or lease, as may be agreed, to the Government of the Turkish Republic, uranium enriched up to twenty per cent (20%) in the isotope U-235, except as otherwise provided in paragraph C of this Article, in such quantities as may be agreed, in accordance with the terms, conditions, and delivery schedules set forth in contracts, for fueling defined research reactors, materials testing reactors, and reactor experiments which the Government of the Turkish Republic, in consultation with the Commission, decides to construct or authorize private organizations to construct and which are constructed in Turkey and as required in experiments related thereto; provided, however, that the net amount of any uranium sold or leased under this Article during the period of this Agreement shall not at any time exceed fifteen (15) kilograms of the isotope U-235 contained in such uranium. This net amount shall be the gross quantity of such contained U-235 in uranium sold or leased to the Government of the Turkish Republic during the period of this Agreement less the quantity of such contained U-235 in recoverable uranium which has been resold or otherwise returned to the Government of the United States of America during the period of this Agreement or transferred to any other nation or international organization with the approval of the Government of the United States of America.

"B. Within the limitations contained in paragraph A of this Article, the quantity of uranium enriched in the isotope U-235 transferred by the Commission under this Article and in the custody of the Government of the Turkish Republic shall not at any time be in excess of the quantity necessary for the full loading of each defined reactor project which the Government of the Turkish Republic or persons under its jurisdiction construct and fuel with uranium received from the United States of America, as provided herein, plus such additional quantity as, in the opinion of the Commission, is necessary to permit the efficient and continuous operation of such reactors or reactor experiments while replaced fuel is radioactively cooling, is in transit, or, subject to the provisions of paragraph E of this Article, is being reprocessed in Turkey, it being the intent of the Commission to make possible the maximum usefulness of the material so transferred.

"C. The Commission may, upon request and in its discretion, make all or a portion of the foregoing special nuclear material available as uranium enriched up to ninety per cent (90%) in the isotope U-235 for use in research reactors, materials testing reactors, and reactor experiments, each capable of operating with a fuel load not to exceed eight (8) kilograms of the isotope U-235 contained in such uranium.

"D. It is understood and agreed that although the Government of the Turkish Republic may distribute uranium enriched in the isotope U-235 to authorized users in Turkey, the Government of the Turkish Republic will retain title to any uranium enriched in the isotope U-235 which is purchased from the Commission at least until such time as private users in the United States of America are permitted to acquire title in the United States of America to uranium enriched in the isotope U-235.

"E. It is agreed that when any source or special nuclear material received from the United States of America requires reprocessing, such reprocessing shall be performed at the discretion of the Commission in either Commission facilities or facilities acceptable to the Commission; on terms and conditions to be later agreed; and it is understood, except as may be otherwise agreed, that the form and content of any irradiated fuel shall not be altered after its removal from the reactor and prior to delivery to the Commission or the facilities acceptable to the Commission for reprocessing.

"F. Special nuclear material produced in any part of fuel leased hereunder as a result of irradiation processes shall be for the account of the Government of the Turkish Republic and after reprocessing as provided in paragraph E of this Article, shall be returned to the Government of the Turkish Republic, at which time title to such material shall be transferred to that Government, unless the Government of the United States of America shall exercise the option, which is hereby granted, to retain, with appropriate credit to the Government of the Turkish Republic, any such special nuclear material which is in excess of the needs of Turkey for such material in its program for the peaceful uses of atomic energy.

"G. With respect to any special nuclear material not subject to the option referred to in paragraph F of this Article and produced in reactors fueled with materials obtained from the United States of America which is in excess of the need of Turkey for such material in its program for the peaceful uses of atomic energy, the Government of the United States of America shall have and is hereby granted (a) a first option to purchase such material at prices then prevailing in the United States of America for special nuclear material produced in reactors which are fueled pursuant to the terms of an agreement for cooperation with the Government of the United States of America, and (b) the right to approve the transfer of such

material to any other nation or international organization in the event the option to purchase is not exercised.

"H. Some atomic energy materials which the Commission may provide in accordance with this Agreement are harmful to persons and property unless handled and used carefully. After delivery of such materials to the Government of the Turkish Republic the Government of the Turkish Republic shall bear all responsibility, in so far as the Government of the United States of America is concerned, for the safe handling and use of such materials. With respect to any source or special nuclear material, or other reactor materials, which the Commission may, pursuant to this Agreement, lease to the Government of the Turkish Republic or to any private individual or private organization under its jurisdiction, the Government of the Turkish Republic 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 source or special nuclear material, or other reactor materials, after delivery by the Commission to the Government of the Turkish Republic or to any authorized private individual or private organization under its jurisdiction."

### ARTICLE III

Article III of the Agreement for Cooperation is amended to read as follows:

"A. Subject to the availability of supply and as may be mutually agreed, the Commission will sell or lease, through such means as it deems appropriate, to the Government of the Turkish Republic or authorized persons under its jurisdiction such reactor materials, other than special nuclear materials, as are not obtainable on the commercial market and which are required in the construction and operation of research reactors in Turkey. The sale or lease of these materials shall be on such terms as may be agreed.

"B. Materials of interest in connection with defined research projects related to the peaceful uses of atomic energy and under the limitations set forth in Article V, including source materials, special nuclear materials, by-product materials, other radioisotopes, and stable isotopes, will be sold or otherwise transferred to the Government of the Turkish Republic by the Commission for research purposes other than fueling reactors and reactor experiments in such quantities and under such terms and conditions as may be agreed when such materials are not available commercially."

### ARTICLE IV

Article VI of the Agreement for Cooperation is amended to read as follows:

“A. The Government of the United States of America and the Government of the Turkish Republic emphasize their common interest in assuring that any material, equipment, or device made available to the Government of the Turkish Republic pursuant to this Agreement shall be used solely for civil purposes.

“B. Except to the extent that the safeguards provided for in this Agreement are supplanted, as provided in Article VI bis, by safeguards of the International Atomic Energy Agency, 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

(i) reactor and

(ii) 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 to the Government of the Turkish Republic or persons 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 or special nuclear material made available to the Government of the Turkish Republic or any person under its jurisdiction by the Government of the United States of America or any person under its jurisdiction and any source 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:

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

(ii) reactors,

(iii) any other equipment or device designated by the Commission as an item to be made available on the condition that the provision of this subparagraph B 2 will apply,

(a) 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 material; and

(b) to require that any such material in the custody of the Government of the Turkish Republic or any person under its juris-

diction be subject to all of the safeguards provided for in this Article and the guaranties set forth in Article VII;

“3. To require the deposit in storage facilities designated by the Commission of any of the special nuclear material referred to in subparagraph B 2 of this Article which is not currently utilized for civil purposes in Turkey and which is not purchased or retained by the Government of the United States of America pursuant to Article II, paragraph F and paragraph G(a) of this Agreement, transferred pursuant to Article II, paragraph G(b) of this Agreement, or otherwise disposed of pursuant to an arrangement mutually acceptable to the Parties;

“4. To designate, after consultation with the Government of the Turkish Republic, personnel who, accompanied, if either Party so requests, by personnel designated by the Government of the Turkish Republic, shall have access in Turkey to all places and data necessary to account for the source and special nuclear materials which are subject to subparagraph 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 guaranties set forth in Article VII, and the failure of the Government of the Turkish Republic to carry out the provisions of this Article within a reasonable time, to suspend or terminate this Agreement and require the return of any materials, equipment, and devices referred to in subparagraph B 2 of this Article;

“6. To consult with the Government of the Turkish Republic in the matter of health and safety.

“C. The Government of the Turkish Republic undertakes to facilitate the application of the safeguards provided for in this Article.”

#### ARTICLE V

The following new Article is added directly after Article VI of the Agreement for Cooperation:

#### “ARTICLE VI bis

“The Government of the United States of America and the Government of the Turkish Republic affirm their common interest in the International Atomic Energy Agency and to this end:

“(a) The Parties will consult with each other, upon the request of either Party, to determine in what respects, if any, they desire to modify the provisions of this Agreement. In particular, the Parties

will consult with each other to determine in what respects and to what extent they desire to arrange for the administration by the Agency of those conditions, controls, and safeguards, including those relating to health and safety standards, required by the Agency in connection with similar assistance rendered to a cooperating nation under the aegis of the Agency.

“(b) In the event the Parties do not reach a mutually satisfactory agreement following the consultation provided for in subparagraph (a) of this Article, either Party may by notification terminate this Agreement. In the event this Agreement is so terminated, the Government of the Turkish Republic shall return to the Commission all source and special nuclear materials received pursuant to this Agreement and in its possession or in the possession of persons under its jurisdiction.”

#### ARTICLE VI

This Amendment shall enter into force [<sup>1</sup>] on the day on which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of such Amendment and shall remain in force for the period of the Agreement for Cooperation.

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

DONE at Washington, in duplicate, this 27th day of April 1961.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

PHILLIPS TALBOT

GLENN T SEABORG

FOR THE GOVERNMENT OF THE TURKISH REPUBLIC:

B. UŞAKLIGİL

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<sup>1</sup> May 31, 1961.

# AUSTRALIA

## Ultra-Violet Survey of Southern Skies

*Agreement effected by exchange of notes  
Dated at Canberra May 22, 1961;  
Entered into force May 22, 1961.*

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*The American Embassy to the Australian Department of External Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 230

The Embassy of the United States of America presents its compliments to the Department of External Affairs and has the honor to refer to the agreement concluded between the Governments of the United States and the Commonwealth of Australia on February 26, 1960,[1] concerning a program of co-operation to facilitate space flight operations contributing to the advancement of mutual scientific knowledge of man's spatial environment and its effects. In accordance with the spirit of co-operation inherent in that agreement, further discussions have been held between scientists of the two countries looking toward a joint ultra-violet survey of the southern skies.

In accordance with those discussions, it is proposed that the two Governments co-operate in a program for a joint ultra-violet survey of the southern skies. It is proposed that the specific number, character, and schedule of scientific experiments to be performed as part of the program, the allocation of technical and operational responsibilities with respect to each experiment, and arrangements for financing the program and for the provision of facilities for launching, tracking, and telemetering of sounding rockets, and of the services associated therewith, be agreed upon by the National Aeronautics and Space Administration, on behalf of the Government of the United States, and by the Department of Supply, on behalf of the Government of the Commonwealth of Australia.

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<sup>1</sup> TIAS 4485; 11 UST 223.

It is further proposed that the provisions of paragraphs 4 through 8 of the agreement of February 26, 1960, between the two Governments shall apply *mutatis mutandis* with respect to the present agreement.

If the foregoing proposals are acceptable to the Government of the Commonwealth of Australia, the Embassy proposes that this Note and the Department's reply to that effect shall constitute an agreement between the two Governments, which shall enter into force on the date of the Department's reply.

WJS

EMBASSY OF THE UNITED STATES OF AMERICA,  
Canberra, May 22, 1961.

*The Australian Department of External Affairs to the American Embassy*

680/3/2/1/2

The Department of External 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. 230 of 22nd May, 1961, reading as follows:

"The Embassy of the United States of America presents its compliments to the Department of External Affairs and has the honor to refer to the agreement concluded between the Governments of the United States and the Commonwealth of Australia on February 26, 1960, concerning a program of co-operation to facilitate space flight operations contributing to the advancement of mutual scientific knowledge of man's spatial environment and its effects. In accordance with the spirit of co-operation inherent in that agreement, further discussions have been held between scientists of the two countries looking toward a joint ultra-violet survey of the southern skies.

In accordance with those discussions, it is proposed that the two Governments co-operate in a program for a joint ultra-violet survey of the southern skies. It is proposed that the specific number, character, and schedule of scientific experiments to be performed as part of the program, the allocation of technical and operational responsibilities with respect to each experiment, and arrangements for financing the program and for the provision of facilities for launching, tracking, and telemetering of sounding rockets, and of the services associated therewith, be agreed upon by the National Aeronautics & Space Administration, on behalf of the Government of the United States, and by the Department of Supply, on behalf of the Government of the Commonwealth of Australia.

It is further proposed that the provisions of paragraphs 4 through 8 of the agreement of February 26, 1960, between the two Governments shall apply *mutatis mutandis* with respect to the present agreement.

If the foregoing proposals are acceptable to the Government of the Commonwealth of Australia, the Embassy proposes that this Note and the Department's reply to that effect shall constitute an agreement between the two Governments, which shall enter into force on the date of the Department's reply."

The Department has the honour to confirm that the proposals of the Government of the United States of America are acceptable to the Australian Government, which agrees that the Embassy's Note and this present reply should constitute and evidence an agreement between the two Governments in the matter, which agreement shall enter into force on the date of this reply.

[SEAL]



CANBERRA, A.C.T.  
22nd May, 1961.

# TURKEY

## Surplus Agricultural Commodities [<sup>1</sup>]

*Agreement amending the agreement of January 11, 1961.*

*Effectuated by exchange of notes*

*Signed at Ankara March 29, 1961;*

*Entered into force March 29, 1961.*

*With related exchange of notes.*

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*The American Chargé d'Affaires ad interim to the Turkish Minister  
of Commerce*

AMERICAN EMBASSY,  
ANKARA, TURKEY,  
March 29, 1961.

No. 1210

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement entered into by our two Governments on January 11, 1961,[<sup>2</sup>] and to the accompanying exchange of notes,[<sup>2</sup>] and, in response to the request of the Government of the Republic of Turkey, to propose that this Agreement be amended as follows:

1. To provide for additional financing by the Government of the United States of America of the following commodities and ocean transportation:

Commodity	Export Market Value (millions)
Wheat	\$9.0
Rice	1.0
Ocean transportation (estimated)	1.4
Total	\$11.4

2. To provide that Turkish lira accruing to the Government of the United States of America as a consequence of sales made pursuant to this Amendment will be used by the Government of the United States of America as follows:

(a) For United States expenditures in the Republic of Turkey under subsections (a), (b), (c), (f), and (h) through (r) of Section

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<sup>1</sup> Also TIAS 4821 and 4819; *post*, pp. 1108 and 1098.

<sup>2</sup> TIAS 4669; *ante*, p. 8.

104 of the Agricultural Trade Development and Assistance Act,[<sup>1</sup>] as amended (hereinafter referred to as the Act), or under any of such subsections, the Turkish lira equivalent of \$2.28 million. This increases the total amount indicated in paragraph 1-A of Article II of the Agreement to the Turkish lira equivalent of \$5.08 million.

(b) For procurement of military equipment, materials, facilities, and services for the common defense in accordance with subsection 104(c) of the Act, as mutually agreed upon by the two Governments, the Turkish lira equivalent of \$1.14 million. This increases the total amount indicated in paragraph 1-B of Article II of the Agreement to the Turkish lira equivalent of \$3.94 million.

(c) For loans to be made by the Export-Import Bank of Washington under subsection 104(e) of the Act and for administrative expenses of the Export-Import Bank of Washington in the Republic of Turkey incident thereto, the Turkish lira equivalent of \$570,000. This increases the total amount indicated in paragraph 1-C of Article II of the Agreement to the Turkish lira equivalent of \$2.67 million.

(d) For a loan to the Government of the Republic of Turkey under subsection 104(g) of the Act, the Turkish lira equivalent of not more than \$7.41 million. This increases the total amount indicated in paragraph 1-D of Article II of the Agreement to the Turkish lira equivalent of \$13.71 million.

It is understood that in the event the total of Turkish lira accruing to the Government of the United States of America as a consequence of sales made pursuant to the Agreement, as herewith amended, is less than the Turkish lira equivalent of \$25.4 million, the amount available for loans to the Government of the Republic of Turkey under subsection 104(g) will be reduced by the amount of such difference. To the extent that the total exceeds the Turkish lira equivalent of \$25.4 million, 54 percent of the excess will be available for loans under subsection 104(g), 10 percent for loans under subsection 104(e), 16 percent for common defense purposes under subsection 104(c), and 20 percent for any use or uses authorized by Section 104 of the Act as the Government of the United States of America may determine.

It is further understood that in the notes of January 11, 1961, relating to the conversion of Turkish lira into other currencies "\$580,000" and "\$280,000" are deleted and "\$808,000" and "\$508,000" are substituted therefor, respectively.

Except as otherwise provided herein, the pertinent provisions of the Agreement of January 11, 1961 and the accompanying exchanges of notes shall apply to this Amendment.

I have the honor to propose that this note and Your Excellency's reply concurring therein shall constitute an Agreement between our two Governments on this matter to enter into force on the date of Your Excellency's note in reply.

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<sup>1</sup> 68 Stat. 456; 7 U.S.C. § 1704.

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

LEON L. COWLES  
Charge d'Affaires a.i.

His Excellency

MEHMET BAYDUR,

*Minister of Commerce of the  
Government of the Republic of Turkey,  
Ankara, Turkey.*

*The Turkish Undersecretary of Ministry of Commerce to the American  
Chargé d'Affaires ad interim*

TÜRKİYE CUMHURİYETİ  
TİCARET BAKANLIĞI<sup>1</sup>

ANKARA, March 29, 1961.

DEAR MR. MINISTER:

I have the honor to acknowledge receipt of your Note No. 1210 dated March 29, 1961, which reads as follows:

“Excellency:

“I have the honor to refer to the Agricultural Commodities Agreement entered into by our two Governments on January 11, 1961, and to the accompanying exchange of notes, and, in response to the request of the Government of the Republic of Turkey, to propose that this Agreement be amended as follows:

“1. To provide for additional financing by the Government of the United States of America of the following commodities and ocean transportation:

Commodity	Export Market Value (millions)
Wheat	\$9.0
Rice	1.0
Ocean transportation (estimated)	1.4
Total	\$11.4

“2. To provide that Turkish lira accruing to the Government of the United States of America as a consequence of sales made pursuant to this Amendment will be used by the Government of the United States of America as follows:

“(a) For United States expenditures in the Republic of Turkey

<sup>1</sup> Republic of Turkey  
Ministry of Commerce

under subsections (a), (b), (c), (f), and (h) through (r) of Section 104 of the Agricultural Trade Development and Assistance Act, as amended (hereinafter referred to as the Act), or under any of such subsections, the Turkish lira equivalent of \$2.28 million. This increases the total amount indicated in paragraph 1-A of Article II of the Agreement to the Turkish lira equivalent of \$5.08 million.

“(b) For procurement of military equipment, materials, facilities, and services for the common defense in accordance with subsection 104(c) of the Act, as mutually agreed upon by the two Governments, the Turkish lira equivalent of \$1.14 million. This increases the total amount indicated in paragraph 1-B of Article II of the Agreement to the Turkish lira equivalent of \$3.94 million.

“(c) For loans to be made by the Export-Import Bank of Washington under subsection 104(e) of the Act and for administrative expenses of the Export-Import Bank of Washington in the Republic of Turkey incident thereto, the Turkish lira equivalent of \$570,000. This increases the total amount indicated in paragraph 1-C of Article II of the Agreement to the Turkish lira equivalent of \$2.67 million.

“(d) For a loan to the Government of the Republic of Turkey under subsection 104(g) of the Act, the Turkish lira equivalent of not more than \$7.41 million. This increases the total amount indicated in paragraph 1-D of Article II of the Agreement to the Turkish lira equivalent of \$13.71 million.

“It is understood that in the event the total of Turkish lira accruing to the Government of the United States of America as a consequence of sales made pursuant to the Agreement, as herewith amended, is less than the Turkish lira equivalent to \$25.4 million, the amount available for loans to the Government of the Republic of Turkey under subsection 104(g) will be reduced by the amount of such difference. To the extent that the total exceeds the Turkish lira equivalent of \$25.4 million, 54 percent of the excess will be available for loans under subsection 104(g), 10 percent for loans under subsection 104(e), 16 percent for common defense purposes under subsection 104(c), and 20 percent for any use or uses authorized by Section 104 of the Act as the Government of the United States of America may determine.

“It is further understood that in the notes of January 11, 1961, relating to the conversion of Turkish lira into other currencies “\$580,000” and “\$280,000” are deleted and “\$808,000” and “\$508,000” are substituted therefor, respectively.

“Except as otherwise provided herein, the pertinent provisions of the Agreement of January 11, 1961 and the accompanying exchanges of notes shall apply to this Amendment.

“I have the honor to propose that this note and Your Excellency’s reply concurring therein shall constitute an Agreement between our two Governments on this matter to enter into force on the date of Your Excellency’s note in reply.

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

I have the honor to inform you that the Government of the Republic of Turkey concurs with the foregoing understanding.

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

For the Minister of Commerce

M SEYDA

Mahmut Seyda  
*Undersecretary of Ministry of Commerce*

The Honorable

LEON L. COWLES,

*Charge d'Affaires a.i.,  
of the United States of America,  
Ankara.*

*The American Chargé d'Affaires ad interim to the Turkish  
Minister of Commerce*

AMERICAN EMBASSY,  
ANKARA, TURKEY,  
March 29, 1961.

No. 1218

**EXCELLENCY:**

I have the honor to refer to the Agricultural Commodities Agreement signed January 11, 1961, between the Government of the United States of America and the Government of the Republic of Turkey and, with regard to the lira accruing to uses indicated under Article II of the Agreement, state that the understanding of the Government of the United States of America is as follows:

With respect to paragraph 1(D) and the related portions of paragraph 2 of Article II:

Local currency will be advanced or reimbursed to the Government of the Republic of Turkey for financing agreed projects under paragraph 1(D) and the related portions of paragraph 2 of Article II of the Agricultural Commodities Agreement upon the presentation of such documentation as the Technical Cooperation Mission may specify.

The Government of the Republic of Turkey shall maintain or cause to be maintained books and records adequate to identify the goods and services financed for agreed projects pursuant to paragraph 1(D) and the related portions of paragraph 2 of Article II of the Agricultural Commodities Agreement, to disclose the use thereof in the projects and to record the progress of the projects (including

the cost thereof). The books and records with respect to each project shall be maintained for the duration of the project, or until the expiration of three years after final disbursement for the project has been made by the USOM, whichever is later. The two Governments shall have the right at all reasonable times to examine such books and records and all other documents, correspondence, memoranda and other records involving transactions relating to agreed projects. The Government of the Republic of Turkey shall enable the USOM to observe and review agreed projects and the utilization of goods and services financed under the projects, and shall furnish to the USOM all such information as it shall reasonably request concerning the above-mentioned matters and the expenditures related thereto. The Government of the Republic of Turkey shall afford, or arrange to have afforded, all reasonable opportunity for authorized representatives of the Government of the United States to visit any part of the territory of the Republic of Turkey for purposes related to agreed projects.

If the USOM determines that any disbursement under paragraph 1(D) or the related portions of paragraph 2 of Article II of the Agricultural Commodities Agreement made by it for agreed projects is not supported by the documentation submitted by the Government of the Republic of Turkey, is not made in accordance with the terms of this agreement or any applicable agreement or arrangement between the Government of the United States and the Government of the Republic of Turkey, or is in violation of any applicable laws or regulations of the United States Government, the Government of the Republic of Turkey shall pay to the USOM as may be requested by it, an amount in local currency not to exceed the amount of such disbursement. Where any payment is made by the Government of the Republic of Turkey to the USOM pursuant to the preceding sentence on the basis of a disbursement which has been charged as an advance under the line of credit established by the loan agreement, the total amount charged as advances under the line of credit shall be reduced by the amount of such payment.

The USOM shall expend funds for agreed projects only in accordance with the applicable laws and regulations of the United States Government. The USOM may decline to make further disbursements for any agreed projects if it determines that further disbursements would not fulfill the purpose of paragraph 1(D) or the related portions of paragraph 2 of Article II of the Agricultural Commodities Agreement.

I shall appreciate your confirming to me that the contents of this note also represent the understanding of the Government of the Republic of Turkey.

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

LEON L. COWLES  
Charge d'Affaires a.i.

His Excellency

MEHMET BAYDUR,

*Minister of Commerce of the  
Government of the Republic of Turkey,  
Ankara, Turkey.*

*The Turkish Undersecretary of Ministry of Commerce to the  
American Chargé d'Affaires ad interim*

TÜRKİYE CUMHURİYETİ  
TİCARET BAKANLIĞI

ANKARA, March 29, 1961.

DEAR MR. MINISTER :

I have the honor to acknowledge receipt of your letter No. 1218, dated March 29, 1961, which reads as follows:

"Excellency:

I have the honor to refer to the Agricultural Commodities Agreement signed January 11, 1961, between the Government of the United States of America and the Government of the Republic of Turkey and, with regard to the lira accruing to uses indicated under Article II of the Agreement, state that the understanding of the Government of the United States of America is as follows:

With respect to paragraph 1(D) and the related portions of paragraph 2 of Article II:

Local currency will be advanced or reimbursed to the Government of the Republic of Turkey for financing agreed projects under paragraph 1(D) and the related portions of paragraph 2 of Article II of the Agricultural Commodities Agreement upon the presentation of such documentation as the Technical Cooperation Mission may specify.

The Government of the Republic of Turkey shall maintain or cause to be maintained books and records adequate to identify the goods and services financed for agreed projects pursuant to paragraph 1(D) and the related portions of paragraph 2 of Article II of the Agricultural Commodities Agreement, to disclose the use thereof in the projects and to record the progress of the projects (including the cost thereof). The books and records with respect to each project shall be maintained for the duration

of the project, or until the expiration of three years after final disbursement for the project has been made by the USOM, whichever is later. The two Governments shall have the right at all reasonable times to examine such books and records and all other documents, correspondence, memoranda and other records involving transactions relating to agreed projects. The Government of the Republic of Turkey shall enable the USOM to observe and review agreed projects and the utilization of goods and services financed under the projects, and shall furnish to the USOM all such information as it shall reasonably request concerning the above-mentioned matters and the expenditures related thereto. The Government of the Republic of Turkey shall afford, or arrange to have afforded, all reasonable opportunity for authorized representative of the Government of the United States to visit any part of the territory of the Republic of Turkey for purposes related to agreed projects.

If the USOM determines that any disbursement under paragraphs 1(D) or the related portions of paragraph 2 of Article II of the Agricultural Commodities Agreement made by it for agreed projects is not supported by the documentation submitted by the Government of the Republic of Turkey, is not made in accordance with the terms of this agreement or any applicable agreement or arrangement between the Government of the United States and the Government of the Republic of Turkey, or is in violation of any applicable laws or regulations of the United States Government, the Government of the Republic of Turkey shall pay to the USOM as may be requested by it, an amount in local currency not to exceed the amount of such disbursement.

Where any payment is made by the Government of the Republic of Turkey to the USOM pursuant to the preceding sentence on the basis of a disbursement which has been charged as an advance under the line of credit established by the loan agreement, the total amount charged as advances under the line of credit shall be reduced by the amount of such payment.

The USOM shall expend funds for agreed projects only in accordance with the applicable laws and regulations of the United States Government. The USOM may decline to make further disbursements for any agreed projects if it determines that further disbursements would not fulfill the purpose of paragraph 1(D) or the related portions of paragraph 2 of Article II of the Agricultural Commodities Agreement.

I shall appreciate your confirming to me that the contents of this note also represent the understanding of the Government of the Republic of Turkey.

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

I have the honor to inform you that the Government of Turkey concurs with the foregoing understanding.

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

for the Ministry of Commerce

M SEYDA

Mahmut Seyda  
*Under-Secretary of Ministry of  
Commerce*

The Honorable

LEON L. COWLES,

*Charge d'Affaires a.i.,  
of the United States of America,  
Ankara.*

**CANADA**  
**Postal Convention**

*Signed at Ottawa January 12, and at Washington January 13, 1961;  
Approved and ratified by the President of the United States of America  
January 19, 1961;  
Entered into force July 1, 1961.*

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**POSTAL CONVENTION**  
between  
**THE UNITED STATES OF AMERICA**  
and  
**CANADA**

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**POSTAL CONVENTION**  
between  
**THE UNITED STATES OF AMERICA**  
and  
**CANADA**

For the purpose of making better postal arrangements between the United States of America and Canada, the undersigned, The Honourable Arthur E. Summerfield, Postmaster General of the United States of America, and The Honourable William Hamilton, Postmaster General of Canada, by virtue of authority vested in them by law, have agreed upon the following articles:

**Article 1**

**Admissible Articles**

- (a) Unless they are specifically prohibited by the country of destination, articles of every kind or nature which are admitted to the domestic mails of either country, and except as herein prohibited, shall be admitted to the mails exchanged under this Convention subject, however, to such regulations as the Postal Administration of the country of destination may deem necessary to give effect to customs and other Government regulations.
- (b) The following articles are prohibited admission to the mails exchanged under this Convention:

Publications which violate the copyright laws of the country of destination; any article or matter that is inadmissible in the domestic mails of either country; packages sent at parcel post rates the weight of which exceeds twenty-five pounds; printed books sewn or bound sent at printed matter rate the weight of which exceeds eleven pounds.

**Article 2**

**Postage Rates and General Conditions**

Where the classifications are comparable in both countries, the rates of postage and special service fees to be collected on mail matter originating in either country and addressed to the other, shall be those

applicable in the country of origin for its domestic mails according to its postal laws and regulations provided that—

- (a) The rates of postage and the registration and special delivery fees so levied shall not exceed in either country the rates of postage and fees prescribed for articles of a like nature by the Acts of the Universal Postal Union in force at the time.
- (b) Second class matter in each country addressed for delivery in the other shall be chargeable at a rate not less than the lowest international postage rate in effect for such printed matter.
- (c) When separately addressed copies of newspapers and periodicals intended for delivery at one office are enclosed under one label, bearing the address of such office, the individual copies shall be delivered without further charge to the respective addressees. Postage may be paid on the cover either by means of postage stamps affixed, postage meter impressions or other authorized imprints.
- (d) Parcel post matter in each country, addressed to the other shall be chargeable at a rate not less than the rate applicable to a parcel of similar weight in the country of origin for the maximum distance or zone.

### Article 3

#### Freedom from Detention or Examination

Except as required by the regulations of the country of destination for the collection of its customs duties, or as required by other Government regulations covering examination of such items as plant material, drugs and medicine, or for security reasons, all admissible matter mailed in one country to the other, or received in one country from the other, shall be free from any detention or examination whatever, and shall be forwarded to its destination by the most expeditious means available for the class of mail involved, and shall be promptly delivered to the addressees, being subject in its transmission to the laws and regulations of each country.

### Article 4

#### Retention of Postage and Fees

Each Administration shall retain the whole of the postage and special fees collected.

### Article 5

#### Unpaid or Insufficiently Paid Postage

- (a) Letters and post cards on which postage is unpaid or insufficiently paid, originating in either country and addressed to the other, shall be forwarded rated double the deficient postage collectible in the country of destination.
- (b) Other articles (including parcel post) on which postage is unpaid or insufficiently paid, originating in either country and addressed to the other, shall be dealt with in accordance with the domestic laws and regulations of the country of origin.

### Article 6

#### Indemnities

- (a) The sender is entitled to indemnity for the loss of a registered article. The amount paid shall be based on actual value and shall not exceed \$100.00. The country of origin shall undertake the payment of indemnity according to its postal laws and regulations, subject to its right to make a claim on the country responsible. However, either country may refuse to undertake the risks of force majeure (causes beyond control).
- (b) The country of origin shall be responsible for and undertake the payment of indemnity for loss, rifling and damage of insured parcels in accordance with its postal laws and regulations. However, either country may refuse to undertake the risks of force majeure (causes beyond control).

### Article 7

#### Parcel Post. Terminal and Transit Charges

- (a) On parcel post packages weighing in excess of eight ounces the country of origin shall allow to the country of destination the following terminal charges:

On Parcels from	Terminal charges per parcel payable to
Canada	United States — 50 cents
United States	Canada — 45 cents

Settlement is to be made in the General Postal Account between the two countries on the basis of statistics taken during the first seven days of April and October of each year.

- (b) The transit rates to be charged in respect to parcels sent from one country to the other for onward transmission to a third

country shall be those fixed by the intermediary Administration.

### Article 8

#### Additional Postal Charges

- (a) No postage charges shall be levied in either country on fully paid articles originating in the other, nor shall any charge be made in the country of destination upon official correspondence which under the postal laws and regulations of the country of origin is entitled to freedom from postage, but the country of destination will receive, forward and deliver the same free of charge; provided that in case a parcel post package is redirected from one address to another in the country of destination, it shall be subject to an additional charge for postage, and, in case of insured packages, additional postage and insurance fee.
- (b) However, the country of destination may, at its option, levy and collect from the addressee for customs clearance, interior service and delivery, a charge, the amount of which is to be fixed according to its own regulations, but which shall in no case exceed that charged for articles from other countries.

### Article 9

#### Exchanges of Mails

- (a) Exchanges of mails under this Convention shall be effected through the post offices of both countries designated as exchange post offices, or through such other offices as may be hereafter agreed upon, under such regulations relative to the details of the exchanges as may be mutually determined to be essential to the security and expedition of the mails and the protection of the customs revenues.
- (b) Each country shall provide for and bear the expense of the conveyance of its surface mails to the other; or if by agreement the conveyance in both directions in overland exchanges, other than by railway, is provided by one of them, the expense of transportation shall be shared between them in proportion to the distance traveled over the territory of each.
- (c) Insofar as concerns regular civilian air mail, despatches originating in Canada for the United States will be transported over the United States domestic air routes without cost to Canada; despatches originating in the United States for Canada will be transported over the Canadian domestic air routes without cost to the United States.

- (d) It is further agreed that Canada may despatch regular civilian air mail by United States air carriers operating between points in Canada and the United States and the United States may despatch regular civilian air mail by Canadian air carriers operating between points in the United States and Canada without cost to the despatching Administration.
- (e) Transportation charges for air service other than those set forth in (c) and (d) of this article shall be at the rates quoted by each Administration through the International Bureau of the Universal Postal Union, unless other rates are mutually agreed upon. Transportation charges for air parcel post will be as mutually agreed upon by both Administrations.
- (f) The provisions of this article apply also to Puerto Rico, United States Virgin Islands, American Samoa, Canal Zone, Canton Island (United States), Midway, Wake and Guam.

#### Article 10

##### Transit

- (a) Each Administration grants to the other, free of any charges, detention or examination whatsoever, the transit across its territory, by all surface transport that it uses for its own mails, of the surface closed mails made up by any authorized exchange office of either country addressed to any other exchange office of the same country, or to any exchange office of the other country.
- (b) In the case of closed mails originating in either country and sent in transit through the territorial and/or maritime services of the other en route to a third country, the country in which the mails originate shall pay for the intermediary services performed by the other on the basis of accounts rendered periodically and at rates mutually agreed upon, but which in the case of regular mails may not exceed those prescribed by the Acts of the Universal Postal Union in force at the time.

#### Article 11

##### Customs Declaration

The sender shall prepare one customs declaration for each parcel post package weighing in excess of eight ounces sent from each country upon a special form provided for the purpose by the country of origin. The customs declaration shall be securely attached to the parcel.

### Article 12

#### Registration and Insurance. Acknowledgment of Delivery

- (a) Any article of mail, with the exception of parcels paid at parcel post rates, may be registered upon payment of the postage and the registration fee applicable thereto in the country of origin.
- (b) Parcels paid at parcel post rates may be insured upon payment of the insurance fee applicable thereto in the country of origin in addition to postage, provided their contents do not contravene the insurance regulations of either country.
- (c) An acknowledgment of delivery of a registered article shall be returned to the sender when requested; but either country may require of the sender prepayment of a fee therefor in accordance with that charged in its domestic service.

### Article 13

#### Letter Bills, Registry Lists and Parcel Bills

- (a) Exchanges of ordinary mail may be effected without the use of letter bills; also no parcel bills are to be used in the exchange of parcel post (ordinary or insured), except during the April and October statistical periods. However, registered articles must be accompanied by a descriptive list, by means of which the articles may be identified by the receiving office, except that the bulk billing arrangement provided by the Acts of the Universal Postal Union for registered articles may be mutually agreed upon.
- (b) If a registered article advised shall not be found in the mails by the receiving office, the irregularity shall be promptly reported to the Administration of origin.

### Article 14

#### Preparation of Despatches

Ordinary, registered and insured exchanges shall be effected in properly closed sacks, under such regulations as may be mutually determined to be essential.

### Article 15

#### Undeliverable Articles

- (a) Undeliverable printed matter and "other articles" (A.O.) without value are not returned unless the sender has requested their return by a notation placed on the article. All other undeliverable articles and parcels shall be reciprocally returned

without charge, through the appropriate exchange offices of the two countries, after the expiration of the period for their retention prescribed by the laws or regulations of the country of destination; except that returned packages sent at parcel post rates shall be liable on return to senders to a charge equal to the amount required to fully pay the postage thereon when originally mailed, and that insufficiently paid articles shall be liable on return to senders to the charge for deficient postage that would have been collected from the addressees if said articles had been delivered.

- (b) Fully paid articles which bear requests by the senders for their return in case of non-delivery by a certain date or within a specified time, shall be reciprocally returned without charge (except as provided for in (a)) directly to the country of origin at the expiration of the period of retention indicated in the requests.
- (c) Fully paid articles bearing on the covers a return address without request for their return in case of non-delivery within a specified time, shall be reciprocally returned without charge (except as provided for in (a)) directly to the country of origin at the expiration of the period of retention prescribed by the country of destination.

#### Article 16

##### Matters not Provided for

All matters connected with the exchange of mails between the two countries, which are not herein provided for, shall be governed by the Acts of the Universal Postal Union in force at the time, so far as these Acts shall be obligatory upon both of the contracting parties, except as hereafter modified or changed.

#### Article 17

##### Changes in Postage Rates and Fees

Each Administration shall notify the other, at least thirty days prior to the effective date, of any changes in postage rates and fees applicable to mail exchanged between the two countries under the provisions of this Convention.

#### Article 18

##### Modifications

The Postmaster General of the United States of America and the Postmaster General of Canada shall have authority to make jointly such further regulations of order and detail and to provide for such

changes and modifications as may be found necessary to carry out the present Convention from time to time; and may by agreement prescribe conditions for the admission to the mails of any of the articles prohibited by Article 1.

### Article 19

#### Duration of Convention

This Convention abrogates the special Postal Convention between the two countries signed at Ottawa, Canada, December 20, 1922, and at Washington, District of Columbia, December 22, 1922,[<sup>1</sup>] and all amendments thereto. It shall be ratified by the contracting countries in accordance with their respective laws. It shall take effect [<sup>2</sup>] on a date mutually agreed upon and shall continue in force until terminated by agreement or annulled at the instance of the Postmaster General of either country, upon six months previous notice given to the other.

Done in duplicate and signed at Ottawa, the 12th day of January, 1961, and at Washington, the 13th day of January, 1961.

ARTHUR E SUMMERFIELD  
*The Postmaster General  
of the United States of America*

[SEAL]

WM. HAMILTON.  
*The Postmaster General  
of Canada*

The foregoing Postal Convention between the United States and Canada has been negotiated and concluded with my advice and consent, and is hereby approved and ratified.

In testimony whereof I have caused the great seal of the United States to be hereunto affixed.

[SEAL]

DWIGHT D EISENHOWER

By the President

CHRISTIAN A. HERTER  
*Secretary of State*

WASHINGTON, January 19, 1961.

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<sup>1</sup> 42 Stat. 2226. Post Office Department print.

<sup>2</sup> July 1, 1961.

## **SIERRA LEONE**

### **Economic and Technical Assistance**

*Agreement signed at Freetown May 5, 1961;  
Entered into force May 5, 1961.*

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### **ECONOMIC AND TECHNICAL ASSISTANCE**

**Agreement Between the  
United States of America  
and  
Sierra Leone**

**SIERRA LEONE**  
**Economic and Technical Assistance**

**General Agreement for a Program of Economic, Technical and Related Assistance between the Government of the United States of America and the Government of Sierra Leone.**

The Government of the United States of America and the Government of Sierra Leone have agreed as follows:

**ARTICLE I — COOPERATION AND ASSISTANCE**

The Government of the United States of America will furnish such economic, technical and related assistance hereunder as may be requested by representatives of the appropriate agency or agencies of the Government of Sierra Leone, and approved by representatives of the agency designated by the Government of the United States of America to administer its responsibilities hereunder, or as may be requested and approved by other representatives designated by the Government of the United States of America and the Government of Sierra Leone. The furnishing of such assistance shall be subject to applicable United States laws and regulations. It shall be made available in accordance with arrangements agreed upon between the above-mentioned representatives.

**ARTICLE II — INFORMATION AND PUBLICITY**

The Government of Sierra Leone will make the full contribution permitted by its manpower, resources, facilities and general economic condition in furtherance of the purposes for which assistance is made available hereunder; will take appropriate steps to assure the effective use of such assistance; will cooperate with the Government of the United States of America to assure that procurement will be at reasonable prices and on reasonable terms; will, without restriction, permit continuous observation and review by United States representatives of programs and operations hereunder, and records pertaining thereto; will provide the Government of the United States of America with full and complete information concerning such programs and operations and other relevant information which the Government of the United States of America may need to determine the nature and scope of operations and to evaluate the effectiveness of the assistance furnished or contemplated; and will give to the people of Sierra Leone full publicity concerning programs and operations hereunder. With

respect to cooperative technical assistance programs hereunder, the Government of Sierra Leone will also bear a fair share of the costs thereof; will, to the maximum extent possible, seek full coordination and integration of technical cooperation programs being carried on in Sierra Leone; and will cooperate with other nations participating in such programs in the mutual exchange of technical knowledge and skills.

In any case where commodities or services are furnished on a grant basis under arrangements which will result in the accrual of proceeds to the Government of Sierra Leone from the import or sale of such commodities or services, the Government of Sierra Leone, except as may otherwise be mutually agreed upon by the representatives referred to in Article I hereof, will establish in its own name a Special Account in the Barclays Bank; will deposit promptly in such Special Account the amount of local currency equivalent to such proceeds; and, upon notification from time to time by the Government of the United States of America of its local currency requirements, will make available to the Government of the United States of America, in the manner requested by that Government, out of any balances in the Special Account, such sums as are stated in such notifications to be necessary for such requirements. The Government of Sierra Leone may draw upon any remaining balances in the Special Account for such purposes beneficial to Sierra Leone as may be agreed upon from time to time by the representatives referred to in Article I hereof. Any unencumbered balances of funds which remain in the Special Account upon termination of assistance hereunder to the Government of Sierra Leone shall be disposed of for such purposes as may be agreed upon by the representatives referred to in Article I hereof.

### ARTICLE III — MISSION—RIGHTS AND EXEMPTIONS

The Government of Sierra Leone will receive a special mission and its personnel, which will discharge the responsibilities of the Government of the United States of America hereunder; upon appropriate notification by the Government of the United States of America will consider this special mission and its personnel as part of the diplomatic mission of the United States of America in Sierra Leone for the purpose of enjoying the privileges and immunities accorded to that diplomatic mission and its personnel of comparable rank; and will give full cooperation to the special mission, and its personnel, including the furnishing of facilities necessary for the purpose of carrying out the provisions hereof.

### ARTICLE IV — ADMINISTRATION OF THE PROGRAM

In order to assure the maximum benefits to the people of Sierra Leone from the assistance to be furnished hereunder:

- (a) Any supplies, materials, equipment or funds introduced into or acquired in Sierra Leone by the Government of the United States

of America, or any contractor financed by that Government, for purposes of any program or project conducted hereunder shall, while such supplies, materials, equipment or funds are used in connection with such a program or project, be exempt from any taxes on ownership or use of property, and any other taxes, investment or deposit requirements and currency controls in Sierra Leone, and the import, export, purchase, use or disposition of any such supplies, materials, equipment or funds in connection with such a program or project shall be exempt from any tariffs, customs duties, import and export taxes, taxes on purchase or disposition of property, and any other taxes or similar charges in Sierra Leone.

(b) All personnel, except citizens and permanent residents of Sierra Leone, whether employees of the Government of the United States of America or its agencies or individuals under contract with, or employees of public or private organizations under contract with the Government of the United States of America or the Government of Sierra Leone, or any agencies of either the Government of the United States of America or the Government of Sierra Leone who are present in Sierra Leone to exclusively perform work in connection herewith and whose entrance into the country has been approved by the Government of Sierra Leone, shall be exempt from income and social security taxes levied under the laws of Sierra Leone and from taxes on the purchase, ownership, use or disposition of personal movable property (including automobiles) intended for their own use. Such personnel and members of their families shall receive the same treatment with respect to the payment of customs and import and export duties on personal effects, equipment and supplies imported into Sierra Leone for their own use, and with respect to other duties and fees, as is accorded by the Government of Sierra Leone to diplomatic personnel of the Embassy of the United States of America in Sierra Leone.

(c) Funds introduced into Sierra Leone for purposes of furnishing assistance hereunder shall be convertible into currency of Sierra Leone at the rate providing the largest number of units of such currency per United States dollar, which, at the time the conversion is made, is not unlawful in Sierra Leone.

#### ARTICLE V — GUARANTEES

The Government of the United States of America and the Government of Sierra Leone will establish procedures whereby the Government of Sierra Leone will so deposit, segregate, or assure title to all funds allocated to or derived from any program of assistance undertaken hereunder by the Government of the United States of America that such funds shall not be subject to garnishment, attachment, seizure or other legal process by any person, firm, agency, corporation, organization or government when the Government of Sierra Leone

is advised by the Government of the United States of America that such legal process would interfere with the attainment of the objectives of the program of assistance hereunder.

ARTICLE VI — ENTRY INTO FORCE, AMENDMENT AND DURATION

All or any part of the program of assistance provided herein may, except as may otherwise be provided in arrangements agreed upon pursuant to Article I hereof, be terminated by either Government if that Government determines that because of changed conditions the continuation of such assistance is unnecessary or undesirable. The termination of such assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered.

The two Governments shall, upon request of either of them, consult regarding any matter relating to the application or amendment of this agreement.

The Agreement between our two Governments which shall have entered into force on the date on which it is signed, and which shall remain in force until thirty days after the receipt by either Government of written notification of the intention of the other to terminate it, it being understood, however, that in the event of such termination the provisions hereof shall remain in full force and effect with respect to assistance theretofore furnished.

In witness whereof, the undersigned, being duly authorised by their respective Governments, have signed the present Agreement.

Done at Freetown, in duplicate, this fifth day of May, 1961.

For the Government of the United States of America:

H REINER

H. Reiner, Jr.  
*Chargé d'Affaires ad interim*

For the Government of Sierra Leone:

JOHN KAREFA-SMART

John Karefa-Smart  
*Minister of External Affairs*

[SEAL]

# ISRAEL

## Surplus Agricultural Commodities

*Agreement effected by exchange of notes  
Signed at Tel Aviv May 10, 1961;  
Entered into force May 10, 1961.*

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*The American Chargé d'Affaires ad interim to the Israeli Acting Minister for Foreign Affairs*

THE FOREIGN SERVICE  
OF THE  
UNITED STATES OF AMERICA

No. 88

TEL AVIV, May 10, 1961.

EXCELLENCY:

I have the honor to refer to conversations between representatives of our two Governments looking toward the conclusion of an Agreement involving the purchase by the Government of Israel of certain agricultural products and the utilization of the proceeds from such purchases. Our representatives have reached an understanding on the language for such an Agreement and Memorandum of Understanding that would form part of that Agreement.

### AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF ISRAEL UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

The Government of the United States of America and the Government of Israel:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Considering that the purchase for Israel pounds of surplus agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the Israel pounds accruing from such purchase will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales, as specified below, of surplus agricultural commodities to Israel pursuant to Title I of the Agricultural Trade Development and Assistance Act,[<sup>1</sup>] as amended (hereinafter referred to as the Act), and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

## ARTICLE I

### *SALES FOR ISRAEL POUNDS*

1. Subject to the availability of commodities for programming under the Act and to issuance by the Government of the United States of America and acceptance by the Government of Israel of purchase authorizations, the Government of the United States of America undertakes to finance the sales for Israel pounds to purchasers authorized by the Government of Israel of the following agricultural commodities determined to be surplus pursuant to the Act, in the amounts indicated:

<i>Commodity</i>	<i>Export Market Value (million)</i>
Wheat and/or wheat flour	\$7.4
Feedgrains	7.5
Cottonseed and/or soybean oil	6.7
Nonfat Dry Milk	.7
Rice	.7
Tobacco	.2
Ocean Transportation	2.7
 Total	 \$25.9

2. Applications for purchase authorizations will be made within 90 calendar days of the effective date of this Agreement, except that applications for purchase authorizations for any commodities or amounts of commodities provided for in any amendment to this Agreement will be made within 90 days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the Israel pounds accruing from such sale, and other relevant matters.

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<sup>1</sup> 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

3. Purchase and shipment of the commodities mentioned above will be made within 18 calendar months of the effective date of this agreement.

## ARTICLE II

### *USES OF ISRAEL POUNDS*

1. The Israel pounds accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the amounts shown:

- A. For United States expenditures under subsections (a), (b), (d), (f), (h), (i), (j), (k), (l), (m), (n), (o), (p), (q), and (r) of Section 104 of the Act, or under any of such subsections, ten percent of the Israel pounds accruing pursuant to this Agreement.
- B. For loans to be made by the Export-Import Bank of Washington under Section 104(e) of the Act and for administrative expenses of the Export-Import Bank of Washington in Israel incident thereto, twenty percent of the Israel pounds accruing pursuant to this agreement. It is understood that:
  1. Such loans under Section 104(e) of the Act will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in Israel for business development and trade expansion in Israel and to United States firms and Israel firms for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of and markets for United States agricultural products.
  2. Loans will be mutually agreeable to the Export-Import Bank of Washington and the Government of Israel, acting through the Ministry of Finance. The Minister of Finance, or his designate, will act for the Government of Israel, and the President of the Export-Import Bank of Washington, or his designate, will act for the Export-Import Bank of Washington.
  3. Upon receipt of an application which the Export-Import Bank is prepared to consider, the Export-Import Bank will inform the Ministry of Finance of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan, and the general purposes for which the loan proceeds would be expended.

4. When the Export-Import Bank is prepared to act favorably upon an application, it will so notify the Ministry of Finance and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to that prevailing in Israel on comparable loans, and the maturities will be consistent with the purposes of the financing.
  5. Within sixty days after the receipt of the notice that the Export-Import Bank is prepared to act favorably upon an application, the Ministry of Finance will indicate to the Export-Import Bank whether or not the Ministry of Finance has any objection to the proposed loan. Unless within the sixty-day period the Export-Import Bank has received such a communication from the Ministry of Finance, it shall be understood that the Ministry of Finance has no objection to the proposed loan. When the Export-Import Bank approves or declines the proposed loan, it will notify the Ministry of Finance.
  6. In the event the Israel pounds set aside for loans under Section 104(e) of the Act are not advanced within three years from the date of this Agreement because the Export-Import Bank of Washington has not approved loans or because proposed loans have not been mutually agreeable to the Export-Import Bank of Washington and the Ministry of Finance, the Government of the United States of America may use the Israel pounds for any purpose authorized by Section 104 of the Act.
- C. For a grant to the Government of Israel under Section 104(e) of the Act, thirty-five percent of the Israel pounds accruing pursuant to this Agreement for financing such projects to promote balanced economic development as may from time to time be mutually agreed.
- D. For a loan to the Government of Israel under Section 104(g) of the Act for financing such projects to promote economic development, including projects not heretofore included in plans of the Government of Israel, thirty-five percent of the Israel pounds accruing pursuant to this Agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement between the Export-Import Bank of Washington and the Government of Israel. In the event that agreement is not reached on the use of the Israel pounds for loan purposes within three years from the date of this Agreement, the Government of the United States of America may use the Israel pounds for any purposes authorized by Section 104 of the Act.

### ARTICLE III

#### *DEPOSIT OF ISRAEL POUNDS*

1. The deposit of Israel pounds to the account of the Government of the United States of America in payment for the commodities and for ocean transportation costs financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) shall be made at the rate of exchange for United States dollars generally applicable to import transactions (excluding imports granted a preferential rate) in effect on the dates of dollar disbursements by United States banks, or by the Government of the United States of America, as provided in the purchase authorizations.

2. In the event that a subsequent Agricultural Commodities Agreement or Agreements should be signed by the two Governments under the Act, any refunds of Israel pounds which may be due or become due under this Agreement more than two years from the effective date of this Agreement would be made by the Government of the United States of America from funds available from the most recent Agricultural Commodities Agreement in effect at the time of the refund.

### ARTICLE IV

#### *GENERAL UNDERTAKINGS*

1. The Government of Israel agrees that it will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes (except where such resale, transshipment or use is specifically approved by the Government of the United States of America), of the agricultural commodities purchased pursuant to the provisions of this Agreement, and to assure that the purchase of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States of America.

2. The two Governments agree that they will take reasonable precautions to assure that all sales or purchases of agricultural commodities pursuant to this Agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

3. In carrying out this Agreement, the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Government of Israel agrees to furnish, upon request of the Government of the United States of America, information on the progress of the program, particularly with respect to the arrival and

condition of commodities and the provisions for the maintenance of usual marketings, and information relating to exports of the same or like commodities.

## ARTICLE V

### CONSULTATION

The two Governments will, upon request of either of them, consult regarding any matter relating to the application of this Agreement, or to the operation of arrangements carried out pursuant to this Agreement.

If the foregoing Agreement is acceptable to your Government it is understood that this note and Your Excellency's affirmative reply thereto, together with the annexed Memorandum of Understanding, shall constitute an Agreement between our two Governments on this matter which shall enter into force on the date of Your Excellency's affirmative reply.

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

N. SPENCER BARNES  
*Charge d'Affaires ad interim*

Enclosure:

Memorandum of Understanding

His Excellency

DAVID BEN GURION,  
*Acting Minister for Foreign Affairs  
of the State of Israel.*

## MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF ISRAEL RELATIVE TO THE AGRICULTURAL COMMODITIES AGREEMENT DATED MAY 10, 1961

The Government of the United States and the Government of Israel have agreed as follows:

1. The Title I sale of surplus agricultural commodities under this Agreement is not intended to increase the availability of these or like commodities for export and is made on the condition that no exports of such commodities will be made from Israel during the period that such commodities are being imported and utilized, except as otherwise noted herein.

## 2. Usual Marketings and Special Conditions

*Wheat*—The amount of \$7.4 million (about 120,000 metric tons) will be furnished under Title I, Public Law 480,[<sup>1</sup>] on the condition that Israel will import from free world sources as usual marketings not less than the 150,000 metric tons of wheat and/or flour in wheat equivalent during calendar year 1961 (hereinafter referred to as CY 1961), plus any usual marketing shortfall which may occur on December 31, 1960, from free world sources. Further, it is understood that Israel's exports of wheat during CY 1961 will consist only of durum wheat and will be limited to no more than 15,000 metric tons, and that the Government of Israel will procure with its own resources an amount of wheat equivalent to that exported over and above the amount to be procured as usual marketings.

*Vegetable oils*—The amount \$6.7 million (about 19,000 metric tons) of cottonseed and/or soybean oil will be furnished under Title I Public Law 480, on the condition that Israel will import from the United States as basic usual marketings not less than 100,000 metric tons of soybeans (or the oil equivalent of approximately 17,000 metric tons) during CY 1961. Israel may export up to 11,000 metric tons of soybean oil and 2,000 metric tons of cottonseed oil during CY 1961 provided that additional purchases of soybeans from the United States (i.e. additional to the 100,000 metric tons usual marketings) are not less than 76,000 metric tons. If soybean and cottonseed oil exports are less than 13,000 metric tons, the purchase of soybeans above the usual marketings requirements may be reduced on a proportionate basis (i.e. if such oil exports should be only 6,500 metric tons, soybean purchases above the basic usual marketings requirements may be reduced to 38,000 metric tons). Exports of cottonseed oil from Israel during CY 1961 will be limited to 2,000 metric tons and exports of all other oils during CY 1961 will be limited to 3,000 metric tons. Total vegetable oil exports by Israel during CY 1961 will not exceed 16,000 metric tons.

*Nonfat dry milk*—The amount of \$0.7 million (about 4,000 metric tons) will be furnished under Title I, Public Law 480, on the condition that Israel will not export dairy products derived from cow's milk while it is importing and utilizing Title I nonfat dry milk.

*Rice*—The amount of \$0.7 million (about 6,000 metric tons) will be furnished under Title I, Public Law 480, on the condition that Israel will import from free world sources at least 9,000 metric tons of rice during CY 1961.

*Tobacco*—The \$0.2 million (about 120 metric tons) will be furnished under Title I, Public Law 480, on the condition that Israel will import from the United States \$150,000 worth of unmanufactured tobacco during CY 1961 as usual marketings for dollars.

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<sup>1</sup> 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

### 3. Currency Uses

With respect to loans for economic development under subparagraph "D" of Article II of the Agreement, it is understood that the Government of Israel will authorize its Ambassador at Washington, immediately on signature of the Agreement, to sign a loan agreement with the Export-Import Bank. Israel pounds will be advanced or reimbursed to the Government of Israel for financing agreed projects in accordance with the terms of the project agreements and the standard provisions annexed thereto as amended for projects in Israel.

With regard to the conversion of Israel pounds into other currencies and to certain other matters relating to the use of such dollars accruing under the subject Agreement by the Government of the United States of America:

(a) The Government of Israel will, within 30 days of the date request therefor is made by the Government of the United States of America, convert Israel pounds in the equivalent value of not more than \$520,000 to other currencies for use in countries other than Israel in accordance with Section 104(a) of the Act.

(b) The Government of the United States of America may utilize Israel pounds to procure in Israel goods and services needed in connection with agricultural market development projects and activities in other countries.

(c) The types of agricultural market development activities of mutually beneficial character to be carried out in Israel by the Government of the United States of America may include, but are not limited to, projects to promote better nutrition practices, market analysis, promotion of particular commodities, education and demonstration projects, participation in international fairs, visits of representatives of the Government of Israel, trade groups and agricultural groups to the United States of America and visits of representatives of the United States Government, trade groups and agricultural groups to Israel.

(d) The Government of the United States may utilize Israel pounds in Israel to pay for international travel originating in Israel, or originating outside Israel when involving travel to or through Israel, including connecting travel, and for air travel within the United States or other areas outside Israel when it is part of a trip in which the traveler journeys from, to or through Israel. It is understood that these funds are intended to cover only travel by persons engaged in activities financed under Section 104 of Public Law 480. In this connection, the United States representatives agreed that, whenever feasible, preference would be given to use of Israeli flag lines.

(e) The Government of Israel will, within 30 days of the date request is made by the Government of the United States of America, convert Israel pounds in the equivalent value of not more than

\$500,000 to other currencies for use in countries other than Israel in accordance with Section 104(h) of the Act.

*The Israeli Acting Minister for Foreign Affairs to the American  
Chargeé d'Affaires ad interim*

MINISTER FOR FOREIGN AFFAIRS

שְׁרֵה חַדּוֹךְ

10 MAY 1961

DEAR MR. CHARGÉ D'AFFAIRES:

I have the honour to acknowledge receipt of your Note No. 88 of May 10, 1961, referring to conversations between representatives of our two Governments looking toward the conclusion of an Agreement involving the purchase by the Government of Israel of certain agricultural products and the utilization of the proceeds from such purchases. I am happy to note that our representatives have reached an understanding on the language for such an Agreement and for a Memorandum of Understanding that would form part of that Agreement.

**AGRICULTURAL COMMODITIES AGREEMENT BETWEEN  
THE GOVERNMENT OF THE UNITED STATES OF  
AMERICA AND THE GOVERNMENT OF ISRAEL UNDER  
TITLE I OF THE AGRICULTURAL TRADE DEVELOP-  
MENT AND ASSISTANCE ACT, AS AMENDED**

The Government of the United States of America and the Government of Israel:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Considering that the purchase for Israel pounds of surplus agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the Israel pounds accruing from such purchase will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales, as specified below, of surplus agricultural commodities to Israel pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended (hereinafter referred to as the Act), and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

ARTICLE I*SALES FOR ISRAEL POUNDS*

1. Subject to the availability of commodities for programming under the Act and to issuance by the Government of the United States of America and acceptance by the Government of Israel of purchase authorizations, the Government of the United States of America undertakes to finance the sales for Israel pounds to purchasers authorized by the Government of Israel of the following agricultural commodities determined to be surplus pursuant to the Act, in the amounts indicated:

<i>Commodity</i>	<i>Export Market Value (million)</i>
Wheat and/or wheat flour	\$ 7.4
Feedgrains	7.5
Cottonseed and/or soybean oil	6.7
Nonfat Dry Milk	.7
Rice	.7
Tobacco	.2
Ocean Transportation	2.7
 Total	 \$25. 9

2. Applications for purchase authorizations will be made within 90 calendar days of the effective date of this Agreement, except that applications for purchase authorizations for any commodities or amounts of commodities provided for in any amendment to this Agreement will be made within 90 days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the Israel pounds accruing from such sale, and other relevant matters.

3. Purchase and shipment of the commodities mentioned above will be made within 18 calendar months of the effective date of this Agreement.

ARTICLE II*USES OF ISRAEL POUNDS*

1. The Israel pounds accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the amounts shown:

- A. For United States expenditures under subsections (a), (b), (d), (f), (h), (i), (j), (k), (l), (m), (n), (o), (p), (q), and (r) of Section 104 of the Act, or under any of such subsections, ten percent of the Israel pounds accruing pursuant to this Agreement.
- B. For loans to be made by the Export-Import Bank of Washington under Section 104(e) of the Act and for administrative expenses of the Export-Import Bank of Washington in Israel incident thereto, twenty percent of the Israel pounds accruing pursuant to this Agreement. It is understood that:
  - 1. Such loans under Section 104(e) of the Act will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in Israel for business development and trade expansion in Israel and to United States firms and Israel firms for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of and markets for United States agricultural products.
  - 2. Loans will be mutually agreeable to the Export-Import Bank of Washington and the Government of Israel, acting through the Ministry of Finance. The Minister of Finance, or his designate, will act for the Government of Israel, and the President of the Export-Import Bank of Washington, or his designate, will act for the Export-Import Bank of Washington.
  - 3. Upon receipt of an application which the Export-Import Bank is prepared to consider, the Export-Import Bank will inform the Ministry of Finance of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan, and the general purposes for which the loan proceeds would be expended.
  - 4. When the Export-Import Bank is prepared to act favourably upon an application, it will so notify the Ministry of Finance and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to that prevailing in Israel on comparable loans, and the maturities will be consistent with the purposes of the financing.
  - 5. Within sixty days after the receipt of the notice that the Export-Import Bank is prepared to act favourably upon an application, the Ministry of Finance will indicate to the Export-Import Bank whether or not the Ministry of Finance has any objection to the proposed loan. Unless within the sixty-day period the Export-Import Bank has received such

a communication from the Ministry of Finance, it shall be understood that the Ministry of Finance has no objection to the proposed loan. When the Export-Import Bank approves or declines the proposed loan, it will notify the Ministry of Finance.

6. In the event the Israel pounds set aside for loans under Section 104(e) of the Act are not advanced within three years from the date of this Agreement because the Export-Import Bank of Washington has not approved loans or because proposed loans have not been mutually agreeable to the Export-Import Bank of Washington and the Ministry of Finance, the Government of the United States of America may use the Israel pounds for any purpose authorized by Section 104 of the Act.
- C. For a grant to the Government of Israel under Section 104(e) of the Act, thirty-five percent of the Israel pounds accruing pursuant to this Agreement for financing such projects to promote balanced economic development as may from time to time be mutually agreed.
- D. For a loan to the Government of Israel under Section 104(g) of the Act for financing such projects to promote economic development, including projects not heretofore included in plans of the Government of Israel, thirty-five percent of the Israel pounds accruing pursuant to this Agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement between the Export-Import Bank of Washington and the Government of Israel. In the event that agreement is not reached on the use of the Israel pounds for loan purposes within three years from the date of this Agreement, the Government of the United States of America may use the Israel pounds for any purposes authorized by Section 104 of the Act.

### ARTICLE III

#### *DEPOSIT OF ISRAEL POUNDS*

1. The deposit of Israel pounds to the account of the Government of the United States of America in payment for the commodities and for ocean transportation costs financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) shall be made at the rate of exchange for United States dollars generally applicable to import transactions (excluding imports granted a preferential rate) in effect on the dates of dollar disbursements by United States banks, or by the Government of the United States of America, as provided in the purchase authorizations.

2. In the event that a subsequent Agricultural Commodities Agreement or Agreements should be signed by the two Governments under the Act, any refunds of Israel pounds which may be due or become due under this Agreement more than two years from the effective date of this Agreement would be made by the Government of the United States of America from funds available from the most recent Agricultural Commodities Agreement in effect at the time of the refund.

#### ARTICLE IV

##### *GENERAL UNDERTAKINGS*

1. The Government of Israel agrees that it will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes (except where such resale, transshipment or use is specifically approved by the Government of the United States of America), of the agricultural commodities purchased pursuant to the provisions of this Agreement, and to assure that the purchase of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States of America.

2. The two Governments agree that they will take reasonable precautions to assure that all sales or purchases of agricultural commodities pursuant to this Agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

3. In carrying out this Agreement, the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavours to develop and expand continuous market demand for agricultural commodities.

4. The Government of Israel agrees to furnish, upon request of the Government of the United States of America, information on the progress of the programme, particularly with respect to the arrival and condition of commodities and the provisions for the maintenance of usual marketings, and information relating to exports of the same or like commodities.

#### ARTICLE V

##### *CONSULTATION*

The two Governments will, upon request of either of them, consult regarding any matter relating to the application of this Agreement, or to the operation of arrangements carried out pursuant to this Agreement.

The foregoing Agreement is acceptable to my Government, and it is understood that your Note and this reply, together with the annexed Memorandum of Understanding,[<sup>1</sup>] shall constitute an Agreement between our two Governments on this matter, which shall enter into force on the date of this Note.

D. BEN-GURION

David Ben-Gurion  
*Acting Minister for Foreign Affairs*

Mr. N. SPENCER BARNES,  
*Chargé d'Affaires a.i.,*  
*Embassy of the United States of America*  
*in Israel.*

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<sup>1</sup> Not printed. For identical text see *ante*, p. 557.

# SENEGAL

## Economic, Financial, Technical and Related Assistance

*Agreement signed at Washington May 13, 1961;  
Entered into force May 13, 1961.*

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### AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF SENEGAL RELATING TO ECONOMIC, FINANCIAL, TECHNICAL AND RELATED ASSISTANCE

The Government of the United States of America, represented by Henry R. Labouisse, Director of the International Cooperation Administration, *on the one hand*;

and

The Government of the Republic of Senegal, represented by His Excellency Karim Gaye, Minister of Planning, Development and Technical Cooperation, *on the other hand*,

have agreed as follows:

#### ARTICLE 1

The Government of the United States of America will contribute to the carrying out of the Development Plans and programs of the Republic of Senegal by furnishing such economic, financial, technical and related assistance as may be requested by the Government of Senegal or its representatives, and approved by the Government of the United States or representatives of the agency designated by the Government of the United States.

The terms, conditions, and amounts of the assistance granted in accordance with United States laws and regulations governing the furnishing of such assistance shall be the subject of conventions or agreements between the two Governments or their above-mentioned representatives.

#### ARTICLE 2

The Government of the Republic of Senegal will make the full contribution permitted by its resources and its economy, in furtherance of the purposes pursued hereunder.

It will take appropriate steps to ensure the effective use of such assistance made available by the Government of the United States. The two Governments will take every appropriate step to ensure that procurement and services will be on advantageous terms and at advantageous prices.

The Government of the Republic of Senegal will give representatives of the Government of the United States every facility to observe and review the programs and operations hereunder and to consult records pertaining thereto.

The Government of the Republic of Senegal will provide the Government of the United States with whatever information it may need to determine the nature and scope of the operations planned or carried out and to evaluate the results; it will give the people of Senegal full publicity concerning programs carried out hereunder.

With respect to technical assistance, the Government of the Republic of Senegal will contribute a fair amount, fixed by mutual agreement, to the carrying out of the programs of technical assistance provided for herein.

It will ensure full coordination of the technical programs carried out in Senegal; it will cooperate with other nations participating in such programs through the mutual exchange of technical information.

### ARTICLE 3

In any case where commodities are furnished on a grant basis under arrangements which will result in the accrual of proceeds to the Government of the Republic of Senegal from the importation or sale of such commodities, the latter will open, in its own name, a special account in the Banque Sénégalaise du Développement (Senegalese Development Bank); and except as may otherwise be agreed upon by the representatives referred to in Article 1, it will deposit in this account without delay, the amount in local currency equivalent to such proceeds.

It will use the amounts deposited in this special account to carry out operations determined periodically in conjunction with the representatives of the Government of the United States within the framework of the objectives referred to in Article 1.

Upon notification by the Government of the United States of its local currency requirements to defray the local administrative expenses necessitated by the execution of the programs referred to in this Agreement, the Government of the Republic of Senegal will make available to the Government of the United States out of any balance in the special account the necessary sums, up to a maximum percentage of 10 per cent of the total amount deposited in the account.

In the event the contemplated objectives are achieved or the assistance agreement is terminated, the unencumbered balances remaining in the special account on that date shall be used pursuant to the

provisions of an agreement concluded between the authorized representatives of both parties.

#### ARTICLE 4

The Government of the Republic of Senegal agrees, after consultation, to the establishment of a special mission responsible for discharging the responsibilities devolving upon the Government of the United States under this Agreement.

The Government of the Republic of Senegal agrees to facilitate for the members of that mission the carrying out, under the most favorable conditions possible, of their functions under this Agreement.

It will grant the mission and its personnel the privileges and immunities accorded the United Nations permanent technical cooperation missions under the United Nations conventions on this subject.

#### ARTICLE 5

Supplies, materials and equipment financed by the Government of the United States and imported by the Government of the Republic of Senegal for the purpose of carrying out the operations envisaged by the present Agreement shall not be subject to collection of customs duties and taxes. Supplies and materials imported for carrying out operations (and not incorporated into projects) shall be granted the benefit of temporary admission under the laws of Senegal.

The Government of the Republic of Senegal undertakes, whenever necessary to ensure the success of a project, to grant authorizations for the importation of materials and commodities and the acquisition of necessary foreign currency, in accordance with the procedures in force in Senegal.

The personnel who will participate in the execution of the work envisaged in the present Agreement and whose entry into Senegal has been approved by the Government of the Republic of Senegal shall be exempt from income and Social Security taxes if they are required by other States to pay such income or Social Security taxes.

Personal effects, equipment, and supplies imported into Senegal for the personal use of such personnel shall be granted temporary admission under the laws of Senegal. Such exemptions shall apply neither to Senegalese nationals participating in carrying out these operations nor to natural or juridical persons domiciled in Senegal.

All funds introduced into Senegal for the purposes of the present Agreement shall be convertible into Senegalese currency at the current legal rate. If there are several legal rates, the one which yields the largest number of units of Senegalese currency per United States dollar shall be applied.

#### ARTICLE 6

The Government of the United States and the Government of the Republic of Senegal will establish adequate procedures to guarantee

the funds allocated to or derived from any assistance program envisaged in the present Agreement against garnishment, attachment, seizure or other legal process that would interfere with the attainment of the objectives of the program of assistance hereunder.

They undertake to adopt the necessary measures to carry out the procedures thus established, without however exempting from their customary civil or criminal liability any persons, companies or agencies whatsoever.

#### ARTICLE 7

All or any part of the program of assistance provided herein may be terminated by either Government, taking into consideration the mutual desire of both Governments to complete the operations in progress.

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

DONE at Washington, in duplicate, in the English and French languages, both texts authentic, this 13th day of May 1961.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

HENRY R. LABOISSE

FOR THE GOVERNMENT OF THE REPUBLIC OF SENEGAL:

KARIM GAYE

#### ACCORD ENTRE LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE ET LE GOUVERNEMENT DE LA REPUBLIQUE DU SENEGAL CONCERNANT L'ASSISTANCE DE NATURE ECONOMIQUE, FINANCIERE, TECHNIQUE OU AUTRE

Le Gouvernement des Etats-Unis d'Amérique, représenté par Henry R. Labouisse, Directeur de l'International Cooperation Administration, *d'une part*;

et

Le Gouvernement de la République du Sénégal, représenté par Son Excellence Karim Gaye, Ministre du Plan, du Développement et de la Coopération Technique, *d'autre part*,

sont convenus de ce qui suit :

**ARTICLE 1er**

Le Gouvernement des Etats-Unis contribuera à la réalisation des plans et des programmes de développement de la République du Sénégal par une assistance de nature économique, financière, technique ou autre et ce à la requête du Gouvernement de la République du Sénégal ou de ses représentants et en accord avec le Gouvernement des Etats-Unis ou les représentants de l'organisme désigné par ce Gouvernement.

Les conditions, les modalités et les montants de l'assistance consentie conformément aux lois et règlements qui régissent aux Etats-Unis les fournitures de cette nature font l'objet de conventions ou d'accords entre les deux Gouvernements ou entre leurs représentants ci-dessus mentionnés.

**ARTICLE 2**

Le Gouvernement de la République du Sénégal contribuera pleinement, selon les possibilités de ses ressources et de son économie à la réalisation des objectifs poursuivis dans le cadre de la présente Convention.

Il veille à l'utilisation efficace de l'aide consentie par le Gouvernement des Etats-Unis. Les deux Gouvernements prendront toutes mesures propres à assurer les fournitures et les travaux dans des conditions et à des prix avantageux.

Le Gouvernement de la République du Sénégal donnera toutes facilités aux représentants du Gouvernement des Etats-Unis pour suivre et étudier les programmes et réalisation rentrant dans le cadre du présent Accord, ainsi que pour consulter la documentation s'y rapportant.

Le Gouvernement de la République du Sénégal fournira au Gouvernement des Etats-Unis tous renseignements qui lui seront nécessaires pour déterminer la nature et l'ampleur des opérations projetées ou réalisées et pour en apprécier les résultats; il donnera en outre, à l'intention du peuple sénégalais une large publicité aux programmes réalisés en vertu du présent Accord.

Sur le plan de l'assistance technique le Gouvernement de la République du Sénégal contribuera dans une mesure équitable et fixée en commun accord à la réalisation des programmes prévus dans le cadre du présent Accord.

Il assurera l'entièvre coordination des programmes de coopération technique réalisés sur son territoire; il coopérera avec toute nation participant à des programmes de même nature en procédant avec elle à des échanges d'informations et des contacts sur le plan technique.

**ARTICLE 3**

Dans tous les cas où des biens sont fournis à titre de dons, en vertu de conventions aux termes desquelles le produit de l'importation ou

de la vente de ces biens reviennent au Gouvernement de la République du Sénégal; celui-ci ouvre à son nom un compte spécial à la Banque Sénégalaise du Développement sauf dispositions contraires convenues entre les représentants des deux Gouvernements tels qu'ils sont mentionnés à l'Article 1. Il dépose sans délai, à ce compte, le montant en monnaie locale du produit de ces importations et de ces ventes.

Il utilise les sommes déposées à ce compte spécial pour la réalisation des opérations déterminées périodiquement en accord avec les représentants du Gouvernement des Etats-Unis dans le cadre des objectifs visés à l'Article 1.

Sur notification du Gouvernement des Etats-Unis concernant ses besoins en monnaie locale, pour faire face aux dépenses administratives locales nécessitées par la réalisation des programmes visés au présent Accord, le Gouvernement de la République du Sénégal mettra à la disposition du Gouvernement des Etats-Unis les sommes correspondantes, à prélever sur le solde du compte spécial à concurrence d'un pourcentage maximum de 10% du montant total des sommes déposées dans le compte spécial.

Au cas où seraient réalisés les objectifs prévus ou serait dénoncée la convention d'aide, les soldes non engagés et restant inscrits au compte spécial à cette date seront utilisés conformément aux dispositions d'un accord convenu entre les représentants qualifiés des deux parties.

#### ARTICLE 4

Le Gouvernement de la République du Sénégal donne après consultation son accord à l'établissement d'une mission spéciale chargée d'assurer les responsabilités qui incombent au Gouvernement des Etats-Unis conformément à la présente Convention.

Le Gouvernement de la République du Sénégal s'engage à faciliter aux agents de cette mission, l'accomplissement dans les meilleures conditions de leurs tâches découlant du présent Accord.

Il accordera à la mission et à son personnel les priviléges et les immunités selon les conventions qui régissent les missions permanentes de coopération technique des Nations Unies.

#### ARTICLE 5

Le matériel et les équipements financés par le Gouvernement des Etats-Unis et importés par le Gouvernement de la République du Sénégal pour l'exécution des opérations prévues par le présent Accord ne donnent pas lieu à perception douanière fiscale.

Le matériel importé pour la réalisation des opérations (et non incorporé à celles-ci) sera admis au bénéfice de l'admission temporaire conformément à la réglementation en vigueur au Sénégal.

Le Gouvernement de la République du Sénégal s'engage, chaque fois que cela sera nécessaire pour assurer la bonne fin d'un projet, à accorder les autorisations d'importations de matériel, de produits et l'acquisition de devises nécessaires, selon les procédures en vigueur au Sénégal.

Les agents qui participent à l'exécution des travaux prévus par le présent Accord et dont l'entrée au Sénégal aura été approuvée par le Gouvernement de la République du Sénégal sont exonérés de l'impôt sur le revenu et des contributions à la Sécurité Sociale s'ils sont redevables vis à vis d'autres Etats.

Les effets, équipements et fournitures, importés au Sénégal pour leur usage personnel bénéficient de l'admission temporaire conformément à la réglementation en vigueur au Sénégal. Ces exemptions ne s'appliquent ni aux ressortissants sénégalais qui participent à l'exécution de ces opérations ni aux personnes physiques et morales domiciliées au Sénégal.

Tous fonds introduits au Sénégal aux fins du présent Accord seront convertibles en monnaie sénégalaise au taux légal en vigueur. S'il existe plusieurs taux légaux, celui qui donne le plus grand nombre de monnaie sénégalaise par rapport aux Etats-Unis sera appliqué.

#### **ARTICLE 6**

Les Gouvernements des Etats-Unis et de la République du Sénégal conviendront d'une procédure adéquate pour garantir les fonds affectés ou provenant de l'exécution de tout programme d'aide prévu dans le présent Accord contre toute saisie-arrêt, opposition ou autre mesure prise en application d'une action judiciaire et susceptibles de compromettre la réalisation des objectifs poursuivis par le programme d'aide.

Ils s'engagent à prendre les mesures nécessaires pour la mise à exécution de la procédure ainsi convenue, sans toutefois exonérer de leurs responsabilités civiles et pénales habituelles les personnes, sociétés ou organismes quels qu'ils soient.

#### **ARTICLE 7**

L'un ou l'autre des deux Gouvernements peut mettre fin soit en totalité soit en partie au programme d'aide prévu dans le présent Accord compte tenu de la volonté réciproque des deux Gouvernements d'achever les opérations en cours.

EN FOI DE QUOI, les représentants respectifs des deux Gouvernements, dûment autorisés à cette fin, ont signé le présent Accord.

FAIT à Washington, en double exemplaire, en langues anglaise et française, les deux textes faisant également foi, le treize mai 1961.

POUR LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE:

**HENRY R. LABOISSE**

POUR LE GOUVERNEMENT DE LA REPUBLIQUE DU SENEGAL:

**KARIM GAYE**

# BRAZIL

## Defense: Strategic Materials [<sup>1</sup>]

*Agreements effected by exchanges of notes  
Signed at Rio de Janeiro August 20, 1954;  
Entered into force August 20, 1954; and  
Signed at Washington January 5, 1961;  
Entered into force January 5, 1961.*

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*The Brazilian Acting Minister for Foreign Affairs to the American Ambassador [<sup>2</sup>]*

MINISTERIO DAS RELAÇÕES EXTERIORES,[<sup>3</sup>]

RIO DE JANEIRO.

DE/CEME/CCT/DAI/355/842.11(42) (22)

*Em 20 de agosto de 1954.*

SENHOR EMBAIXADOR,

Tenho a honra de informar Vossa Excelência de que, em aditamento às conversações iniciadas no Rio de Janeiro sobre a série de notas trocadas entre nossos respectivos Governos e sobre contratos que ambos concluíram, documentação essa referente à aquisição, pelo Governo dos Estados Unidos da América ao Governo dos Estados Unidos do Brasil, de areia monazítica, sais de terras raras e sais de tório, representantes dos dois Governos se reuniram em Washington e concordaram no que se segue:

1) - O Governo dos Estados Unidos do Brasil, por intermédio de sua repartição competente, adquirirá imediatamente, pelos canais de comércio normais, nos Estados Unidos da América, cerca de 100.000 toneladas longas de trigo americano, tipo "Hard Winter" nº 2, a serem embarcadas em portos do Golfo do México;

2) - O trigo procederá de estoques da "Commodity Credit Corporation", (CCC), e será vendido a exportadores norte-americanos, na base FOB navio em portos dos Estados Unidos, pelo preço do mercado menos o subsídio à exportação, vigente na data da venda;

<sup>1</sup> Also TIAS 4814; *post*, p. 1079.

<sup>2</sup> The English language text of the note, except the complimentary closing paragraphs, is quoted in the United States note; *post*, p. 576.

<sup>3</sup> Ministry for Foreign Affairs.

3) – O preço de exportação faturado ao comprador brasileiro, na base FOB navio em portos dos Estados Unidos, será creditado pelo Banco do Brasil S.A. a uma conta em dólares, a ser aberta em nome da "Commodity Credit Corporation", (CCC), à sua ordem ou à ordem dos agentes que a Commodity Credit Corporation designar, nas datas de cada entrega da mercadoria aos exportadores, a bordo de navio em pôrto norte-americano. A referida conta não ficará sujeita a nenhuma taxa brasileira ou outras despesas.

4) – Os dois Governos encetarão imediatamente negociações, através suas repartições competentes, no sentido de, após chegarem a um entendimento sobre preços, especificações e tabelas de embarque, concluir contratos de venda, pelos Estados Unidos do Brasil, e de compra, pelos Estados Unidos da América, de iguais quantidades de monazita e sulfatos sódicos de terras raras até um volume global de 10.000 toneladas métricas ou até um valor global CIF de US\$ 5.000.000,00, e, mais, um volume mínimo de sais de tório não inferior àquele resultante do processamento do volume de sulfatos sódicos de terras raras acima mencionado;

5) – Os dólares creditados à mencionada conta serão utilizados para efetuar a compra em aprêço. Qualquer saldo remanescente, após a compra dos referidos minerais, será transferido pelo Banco do Brasil S.A., a pedido do Governo norte-americano, ficando a referida conta encerrada;

6) – Caso os contratos referentes à compra dos minerais não cheguem a ser concluídos, dentro de um prazo de um ano a partir da data dêste Ajuste, os dólares creditados na referida conta serão, pelo Banco do Brasil S.A., transferidos um ano após o primeiro depósito. Em tal eventualidade, os dólares depositados na conta venceriam os juros de 3.5% a/a., pelo tempo que ficarem à mesma creditados.

Esta nota e a resposta de Vossa Excelência, pela qual notificar a aceitação das condições acima pelo Governo dos Estados Unidos da América, serão consideradas como um ajuste formal entre nossos dois Governos e revogarão o Acôrdo de 21 de fevereiro de 1952, assim como todos os documentos posteriormente trocados sobre o assunto.

Aproveito a oportunidade para renovar a Vossa Excelência os protestos da minha mais alta consideração.

Em nome do Ministro de Estado:

V. DE CUNHA [¹]

A Sua Excelência o Senhor JAMES SCOTT KEMPER,  
*Embaixador dos Estados Unidos da América.*

<sup>¹</sup> Acting Minister for Foreign Affairs.

*The American Ambassador to the Brazilian Minister for Foreign Affairs*

NO. 46

RIO DE JANEIRO, August 20, 1954.

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note, number 355 of August 20, reading as follows:

"I have the honor to inform Your Excellency that pursuant to conversations initiated in Rio de Janeiro with respect to the series of notes exchanged between our two governments, and contracts concluded, pertaining to the acquisition by the Government of the United States of America of monazite sand, rare earth compounds and thorium compounds from the Government of the United States of Brazil, representatives of our two governments have met in Washington, D.C. and have reached the following understandings:

1. The Government of the United States of Brazil through its authorized agency will immediately acquire through United States private trade channels approximately one hundred thousand long tons of United States hard winter No. two wheat to be embarked from gulf ports.
2. The wheat will come from CCC stocks and will be sold to United States exporters FOB vessel United States ports at the market price, less the United States export subsidy rate in effect on the date of sale.
3. The United States exporters sale price to the Brazilian buyer FOB vessel United States ports will be credited by the Bank of Brazil to an open account in dollars in the name of the Commodity Credit Corporation, subject to its order or to the order of such agents as CCC may designate, on the dates each shipment is delivered to the exporter on board vessel in the United States port. This account will not be subject to any Brazilian taxes or other charges.
4. The two governments will open negotiations immediately through their respective authorized agencies for the purpose of concluding, subject to agreement on prices, specifications and delivery schedules, contracts for the sale by Brazil and the purchase by the United States of equal tonnages of monazite sand and rare earth sodium sulphates, not to exceed a combined total of ten thousand tons or a combined total CIF value of five million dollars, plus at least the amount of thorium salts which results from producing the rare earth sodium sulphates.
5. The dollars credited to the open account will be applied to the purchase of the above mentioned materials. Any dollars remaining in the open account after purchase of the materials

will be transferred by the Bank of Brazil upon request of the United States Government and the account will be closed.

6. In the event that contracts for all three materials are not concluded within one year from the date of this agreement, all dollars in the open account will be transferred by the Bank of Brazil one year from the date of the first credit of dollars to the account. In this event, interest at a rate of three and one-half per cent per annum in dollars will be paid for the periods dollars have been on deposit.

"This note and Your Excellency's reply expressing the concurrence of the Government of the United States of America to the understandings above outlined will constitute an agreement between our two Governments, superceding the agreement of February 21, 1952 [¹] and all other subsequent notes pertaining to it."

I desire, in reply, to convey my Government's acceptance of the above mentioned terms of Your Excellency's note which shall, accordingly, constitute an agreement between the Governments of the United States of America and the United States of Brazil.

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

JAMES SCOTT KEMPER

His Excellency

Dr. VICENTE RÁO,  
*Minister for Foreign Affairs,*  
*Rio de Janeiro*

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*The Secretary of State to the Brazilian Chargé d'Affaires ad interim*

DEPARTMENT OF STATE  
WASHINGTON  
January 5, 1961

SIR:

I refer to the memorandum of November 22, 1960[¹] from the Brazilian Embassy and earlier communications[²] and conversations all of which concern a debt of approximately \$6.7 million plus interest claimed by the Government of the United States of America to be owing by the Government of the United States of Brazil arising out of the agreement of August 20, 1954.[³] As you are aware, the exact amount and manner of settlement of the debt have

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<sup>1</sup> Not printed.

<sup>2</sup> *Ante*, pp. 574-577.

for some time been the subject of discussions between our two Governments. It being the desire of the Government of the United States of America to effect a mutually satisfactory settlement of this matter as expeditiously as possible, I propose that our two Governments agree as follows:

(1) The amount due and owing from the Government of the United States of Brazil to the Government of the United States of America arising out of the agreement dated August 20, 1954, between our two Governments shall be considered to be \$7,400,000.00.

(2) The Government of the United States of America shall accept and the Government of the United States of Brazil shall deliver as part payment of the aforesaid debt as herein established 4,535 metric tons of rare earth sodium sulphate at a value of \$3,100,000.00 said rare earths to be deliverable f.o.b. vessel, Brazilian ports, within one year from the date of this agreement, free of any taxes or other charges. The rare earth sodium sulphates deliverable hereunder shall conform in every respect with the Specification—Rare Earth Sodium Sulphate identified as Exhibit A attached hereto and made a part hereof.

(3) The Government of the United States of America shall accept and the Government of the United States of Brazil shall deliver as part settlement of the aforesaid debt as herein established a quantity of metallurgical manganese ore of 48 percent manganese content, known commercially as Amapa (Icomi) manganese ore, of a total value of \$4,300,000, provided that deliveries of this material are identified as commercial sales for purposes of a contract between the General Services Administration, an agency of the Government of the United States of America, and the producers of Amapa manganese ore, said contract identified as DMP-46.

The value of the manganese ore delivered shall be calculated at a price of \$0.89 per long ton unit, this unit price to be based upon ore containing 48 percent manganese and 5 percent iron. Premiums shall be allowed at the rate of \$0.01 per long ton unit for each 1 percent of manganese content above 48 percent, and \$0.005 per long ton unit for each 1 percent iron content below 5 percent, with fractional percentages pro rata. This manganese ore shall be deliverable f.o.b. carrier's conveyance United States ports north of Cape Hatteras or United States Gulf ports and it is understood that the price quotations above are calculated on this basis.

All manganese ore shall be delivered within one year from the date of this agreement, free of taxes or other charges and shall conform in every respect to National Stockpile Specification P-30-R-1, dated March 14, 1958 for Type I Lumpy Ore, except that all manganese ore delivered shall contain no less than 48 percent manganese and no more than 5 percent iron. A copy of the above-mentioned National Stockpile Specification identified as Exhibit B is attached hereto and made a part hereof.

(4) Subject to prior approval for each vessel by the Government of the United States of America, the Government of the United States of Brazil shall charter vessels and perform such other actions as are necessary to deliver 4,535 metric tons of rare earth sodium sulphate ore f.o.b. carrier's conveyance United States ports, and the Government of the United States of America will promptly reimburse the Government of the United States of Brazil in U.S. dollars for ocean transportation charges upon receipt of paid ocean freight bills.

(5) In the event deliveries of either or both rare earth sodium sulphate and metallurgical manganese ore are not made as provided herein then the proportionate part of the aforesaid debt as herein established shall become due and payable by the Government of the United States of Brazil with interest at 3-1/2 percent per annum from October 1, 1960, payable in U.S. dollars.

(6) U.S. dollar credits of \$6,700,000.00 in the Banco do Brazil S.A. to the account of the Commodity Credit Corporation, an instrumentality of the Government of the United States of America, established under the operation of the aforesaid agreement dated August 20, 1954 shall be released by the Government of the United States of America to the Government of the United States of Brazil upon the performance of the various covenants and agreements contained herein.

(7) The Government of the United States of Brazil and the Government of the United States of America agree to appoint representatives of the two Governments authorized and empowered to arrange implementing details of this agreement. These will include but not be limited to:

(a) arrangements for prior clearance of vessels chartered by the Government of the United States of Brazil in accordance with numbered paragraph four,

(b) incorporation into the appropriate documents implementing this agreement of the substance of Articles III 50 percent U.S. Flag Vessels, XVII Covenant Against Contingent Fees, XIX Officials not to Benefit, XX Non Discrimination in Employment from *Uniform Barter Contractual Provisions* (Form CCC-111 (7-18-59)) identified as Exhibit C attached hereto and made a part hereof.

This agreement shall be considered as settling all outstanding questions between the two Governments under the Agreement dated August 20, 1954.

If the Government of the United States of Brazil is agreeable to the foregoing proposal, the Government of the United States of America will consider the present note and your reply concurring therein as constituting an agreement between our respective Governments which shall enter into force on the date of your note in reply.

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

For the Secretary of State:

EDWIN M. MARTIN

**Enclosures:**

**Exhibit A - Specification—Rare Earth  
Sodium Sulphate**

**Exhibit B - National Stockpile Purchase  
Specification P-30-R-1 of  
March 14, 1958**

**Exhibit C - Uniform Barter Contractual  
Provisions (Form CCC-111  
(7-13-59))**

The Honorable  
**CARLOS ALFREDO BERNARDES,**  
*Brazilian Charge d'Affaires ad interim.*

**EXHIBIT A****SPECIFICATION  
RARE EARTH SODIUM SULPHATE****1. QUALITY**

- (a) The material shall be in a form that corresponds to the formula  $\text{RE}_2(\text{SO}_4)_3 \cdot \text{Na}_2\text{SO}_4 \cdot 2\text{H}_2\text{O}$  and each lot shall conform, on a per cent by weight, dry basis, to the following chemical requirements, dry basis to be obtained by drying the sample, prior to performing the analysis, to a constant weight at  $105^\circ\text{C}$ , i.e., all of the free moisture but none of the combined water to be considered to have been removed :

Total rare earth oxides, including Cerium Oxide ( $\text{CeO}_2$ ) minimum 42.00%

The Cerium Oxide ( $\text{CeO}_2$ ) shall be not more than 75% or not less than 35% of the total rare earth oxide content.

Thorium Oxide ( $\text{ThO}_2$ ) 0.25% max.

Phosphorus Pentoxide ( $\text{P}_2\text{O}_5$ ) 1.25% maximum.

Calcium and Magnesium Oxides ( $\text{CaO}$   $\text{MgO}$ ) 2.00% maximum.

Ferric Oxide and Aluminum Oxide ( $\text{Fe}_2\text{O}_3$   $\text{Al}_2\text{O}_3$ ) 1.60% max.

Silica ( $\text{SiO}_2$ ) 0.30% maximum.

Free Sulphuric Acid ( $\text{H}_2\text{SO}_4$ ) None.

Sulphates ( $\text{SO}_3$ ) range: 38% – 45%.

Sodium Oxide ( $\text{Na}_2\text{O}$ ) range: 6% – 10%.

Combined water (loss on drying for 2 hours at  $200^\circ\text{C}$ , a sample from which the free moisture has been removed) 4.80% maximum.

- (b) The material upon its arrival in the United States of America shall not have a free moisture content in excess of 1.00%. The free moisture content shall be the per cent of loss of weight resulting from drying the sample to a constant weight at 105°C.

## 2. PACKAGING

- (a) Material shall be packed in non-returnable 18 gauge steel drums of 55 gallon capacity furnished by the contractor. The drums must have an opening of such type that sampling of the material in the drums can take place and the drums can be tightly sealed thereafter.

The drums must be of a type which will be acceptable to a public carrier for ocean transportation; will prevent loss of the material in handling in transportation; and will prevent infiltration of moisture. The drums must be adequately painted. The design of the drums shall be subject to the approval of GSA.<sup>[1]</sup> It is understood and agreed that the cost of the drums is for the account of the contractor and included in the price to be paid for the product delivered.

- (b) Each drum shall be marked in English by hand lettering or stencil on the head of the drum with identification as follows:

"Product of Brazil - Rare Earth Sodium Sulphate"

Contract No. \_\_\_\_\_

Shipment No. \_\_\_\_\_

Lot No. \_\_\_\_\_

Drum No. \_\_\_\_\_

Gross Weight of Drum \_\_\_\_\_

Net Weight of Drum \_\_\_\_\_

## EXHIBIT B

P-30R1

MARCH 14, 1958  
(Supersedes issue of  
January 8, 1953)

## NATIONAL STOCKPILE PURCHASE SPECIFICATION **MANGANESE—METALLURGICAL** (ORE, NODULES, AND SINTER)

### 1. DESCRIPTION

This specification covers manganese ore, nodules, and sinter suitable for use in the manufacture of commercial grades of ferro-

<sup>1</sup> General Services Administration.

manganese and special manganese alloys, and for the production of chemicals which do not require ore of high manganese dioxide content.

## 2. CHEMICAL AND PHYSICAL REQUIREMENTS

### a. Chemical Requirements:

Metallurgical manganese ore, nodules, and sinter purchased under this specification shall conform to the following chemical requirements on a weighted average basis for each contract:

		<i>Percent by Weight (Dry Basis)</i>
Manganese	(Mn)	Minimum 46.00
Iron	(Fe)	Maximum 8.00
Silica-plus-Alumina	(SiO <sub>2</sub> +Al <sub>2</sub> O <sub>3</sub> )	Maximum 12.00
Phosphorus	(P)	Maximum 0.18
Copper-plus-Lead- plus-Zinc	(Cu+Pb+Zn)	Maximum 0.20

Each lot delivered under a contract shall conform to the following chemical requirements; a lot shall be any quantity determined by the Government to require a separate chemical analysis report:

		<i>Percent by Weight (Dry Basis)</i>
Manganese	(Mn)	Minimum 44.00
Iron	(Fe)	Maximum 12.00
Silica-plus-Alumina	(SiO <sub>2</sub> +Al <sub>2</sub> O <sub>3</sub> )	Maximum 15.00
Phosphorus	(P)	Maximum 0.24
Copper-plus-Lead- plus-Zinc	(Cu+Pb+Zn)	Maximum 0.30

### b. Physical Requirements:

Each lot of metallurgical manganese ore, nodules, or sinter purchased under this specification shall conform to the following applicable physical requirements:

#### Type I. Lumpy Ore

Lumpy ore shall be natural ore, unprocessed except for physical concentration or screening. Not more than 5 percent by weight of each lot shall pass a U.S. Standard Sieve No. 20 (A.S.T.M. Designation E-11).

#### Type III. Nodules or Sinter

Nodules or sinter shall be material which has been agglomerated by the application of heat to produce a chemically

stable, hard, dense product which will not disintegrate when stored outdoors. Not more than 5 percent by weight of each lot shall pass a U.S. Standard Sieve No. 20 (A.S.T.M. Designation E-11).

### 3. PACKAGING AND MARKING

#### a. Packaging:

All metallurgical manganese ore shall be delivered in bulk.

#### b. Marking:

Appropriate identifying documents shall accompany each shipment and shall include the name, type and weight of the product, country of origin, Government contract number, and name of supplier.

### 4. SAMPLING, INSPECTION, AND TESTING

Each lot of metallurgical manganese ore shall be subject to sampling, inspection, and testing by the purchaser or his designee.

### EXHIBIT C

U.S. DEPARTMENT OF AGRICULTURE  
COMMODITY CREDIT CORPORATION  
WASHINGTON 25, D.C.

### UNIFORM BARTER CONTRACTUAL PROVISIONS

*This form contains general terms and conditions which are incorporated by reference into contracts for the exchange of agricultural commodities for strategic and other materials.*

#### Provisions with Respect to Materials

ARTICLE I -Credits

ARTICLE IV-Restrictive Charter

ARTICLE II -Title and Risk of  
Loss

Clause

ARTICLE III-50% U.S. Flag  
Vessels

ARTICLE V-Liquidated  
Damages

ARTICLE VI-Performance Guar-  
antee on Material

#### Provisions with Respect to Agricultural Commodities

ARTICLE VII -Exchange Value  
on Net Export  
Price Basis

ARTICLE X -Agents

ARTICLE XI -Interest

ARTICLE VIII-Establishing Ex-  
change Value  
by CCC  
Determination

ARTICLE XII -Financial  
Arrangements

ARTICLE XIII-Export  
Requirements

ARTICLE IX -Delivery

### General Provisions

<b>ARTICLE XIV</b>	-Amendment for More Favorable Policies	<b>ARTICLE XIX</b>	-Officials not to Benefit
<b>ARTICLE XV</b>	-Assignment	<b>ARTICLE XX</b>	-Non discrimi- nation in Employment
<b>ARTICLE XVI</b>	-Settlement	<b>ARTICLE XXI</b>	-Walsh-Healy Public Con- tracts Act
<b>ARTICLE XVII</b>	-Covenant Against Contingent Fees	<b>ARTICLE XXII</b>	-Disputes
<b>ARTICLE XVIII</b>	-Communi- cations	<b>ARTICLE XXIII</b>	-Meaning of Words

### PROVISIONS WITH RESPECT TO MATERIALS

#### **ARTICLE I**

**Credits**—Upon receipt by CCC of properly executed documents as specified in the contract, and a written statement from the Defense Materials Service, General Services Administration, Washington, D.C. that material has been delivered and accepted, CCC shall credit the contractor's account with the exchange value of the material represented by such documents and shall so notify the contractor.

#### **ARTICLE II**

**Title and Risk of Loss and Damage**—Title and risk of loss and damage with respect to material shall pass to CCC concurrently with delivery: **Provided, however,** That, with respect to any material rejected, title and risk of loss and damage shall revert to the contractor at the time the notice of rejection of such material is received by the contractor.

#### **ARTICLE III**

**Shipment on U.S. Flag Vessels**—The following requirements shall apply with respect to any material delivered under the contract which is transported by ocean vessel: (1) if all of the material delivered is transported in one shipment, such shipment shall be on a privately owned United States-flag commercial vessel; (2) if only one shipment is made from any one country, or geographic area if the country from which the material is shipped is within more than one geographic area, such shipment shall be on a privately owned United States-flag commercial vessel (*information as to geographic areas may be obtained from CCC*); (3) if more than one shipment is made from any one country, or geographic area if the country from which the material is shipped is within more than one geographic area, at least fifty percent (50%) of the gross tonnage of the material shipped (*computed separately for dry bulk carriers, dry cargo liners and*

tankers) shall be transported on privately owned United States-flag commercial vessels. The Government desires, however, that as much as practicable in excess of such fifty percent (50%) of gross tonnage be so transported.

Notwithstanding anything to the contrary above, if CCC determines after notification by the contractor that privately owned United States-flag commercial vessels are not available at fair and reasonable rates for such vessels, it will authorize the contractor to make shipment on foreign-flag vessels.

## ARTICLE IV

### Restrictive Charter Clause

- (a) The contractor agrees to include the following restrictive charter clause in any charter party agreement entered into by him for the transportation on foreign-flag ocean vessels of the material delivered under the contract:

*"The vessel will not enter any communist far east port until after sixty days from the date of completion of discharge of the entire cargo under this charter. In the event of failure to comply with said agreement, ten percent of the freight charges for ocean transportation hereunder will not be earned. Ten percent of the freight charges payable hereunder will be withheld by the charterer until the owner or his authorized agent submits evidence satisfactory to the charterer that the vessel has not entered any communist far east port until after the expiration of the sixty-day period following such discharge under the charter, and in the absence of such evidence the withheld portion of the charges will not be paid."*

The contractor further agrees to notify the vessel owner, or his authorized agent, that in the event of violation of the provisions of said clause all vessels of the owner may be barred from further chartering for the transportation of cargoes owned by or destined for the Government of the United States of America.

- (b) Promptly after expiration of the sixty-day period provided in the restrictive charter clause stated in paragraph (a) of this article, the contractor, on the basis of the evidence furnished him by the vessel owner or his authorized agent, shall determine whether the vessel has complied with the above restrictive charter clause. If the contractor determines that the restrictive charter clause has been complied with, the contractor shall pay to the owner of the vessel or his authorized agent the aforesaid withheld ten percent. If the contractor determines that the said restrictive charter clause has not been complied with, the contractor shall notify the owner of the vessel or his authorized agent of such determination of violation of the clause and shall

afford said owner or his authorized agent thirty (30) days within which to furnish to the contractor any additional evidence which will show to the satisfaction of the contractor that the restrictive charter clause has not been violated. During said thirty-day period the contractor shall continue to withhold the aforesaid ten percent of the freight charges. If upon the expiration of said thirty-day period the owner of the vessel or his authorized agent has not established proof satisfactory to the contractor of compliance with said restrictive charter clause, the contractor shall advise the owner of the vessel or his authorized agent of such final determination and shall thereafter promptly pay to CCC the full amount of the freight charges withheld by the contractor pursuant to the aforesaid restrictive charter clause.

- (c) Promptly after expiration of the sixty-day period provided in the above-stated restrictive charter clause, the contractor shall furnish CCC with a complete statement of the evidence submitted to him by the owner of the vessel or his authorized agent pursuant to the provisions of the above restrictive charter clause on which the contractor has based his determination that there has been compliance or non-compliance with said restrictive charter clause. In the event of a determination by the contractor of non-compliance with said clause the contractor shall thereafter furnish CCC, promptly after receipt by him, such additional information as may be received by him from the vessel owner or his authorized agent within the thirty-day period provided for in paragraph (b) of this article.
- (d) Notwithstanding any other provision of this article, the contractor and CCC agree and stipulate that the question of compliance or non-compliance by the vessel owner with the restrictive charter clause is one of fact. Consequently, if at any time after payment by the contractor to the vessel owner or his authorized agent of the aforesaid withheld ten percent CCC should discover that the vessel in question did in fact enter a communist far east port before expiration of the sixty-day period provided in said clause, the contractor shall be indebted to and shall pay to CCC the full amount of said withheld ten percent of the freight charges. Conversely, if at any time after the contractor has finally determined that there has been non-compliance with the restrictive charter clause and has paid the withheld ten percent of the freight charges to CCC pursuant to paragraph (b) of this article, it should be conclusively established that the vessel in question did not in fact enter a communist far east port before expiration of the sixty-day period provided in the restrictive charter clause, CCC shall reimburse the contractor with the full amount of the ten percent of freight charges withheld by the contractor from the vessel owner.

**ARTICLE V****Liquidated Damages**

- (a) Except as provided in paragraph (b) of this article, upon termination by CCC, pursuant to article VI-(c) or other provisions of the contract, of the contractor's right to make deliveries of material under the contract, the contractor shall pay to CCC as liquidated damages and not as a penalty an amount computed at the rate stated in the contract based on the undelivered quantity of material which the contract requires to be delivered.
- (b) Liquidated damages shall not be payable as to any part of the material which the contractor is prevented from delivering due solely to causes without the fault of the contractor. Such causes may include but are not restricted to: Acts of God, of the public enemy or of government; fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; and, in the event the contractor notifies CCC in writing promptly after learning of imminent default by a subcontractor, defaults of such subcontractor due to any of such causes unless, acting upon each notice, CCC (1) determines that the material to be furnished by the subcontractor is obtainable from other sources at a comparable cost and in sufficient time to permit the contractor to meet (*except with regard to source*) the contract requirements, and (2) authorizes delivery of material from such other sources. The contractor's obligation to accept delivery of agricultural commodities under the contract shall be reduced to the extent of the minimum total exchange value of the material not delivered with respect to which, by operation of this paragraph (b), liquidated damages are not payable. Such reductions, however, shall not be applied to any quantity of the agricultural commodity for which the exchange value has been fixed pursuant to the contract.

**ARTICLE VI****Performance Guarantee on Material**

- (a) Not later than ten (10) banking days after the contract is signed by both parties, the contractor shall furnish CCC, in an amount required by the contract, a certified or cashier's check, or an irrevocable letter of credit, or a performance bond, in favor of and in form and substance acceptable to CCC, conditioned on faithful performance of the contractor's obligations under Article V and other provisions of the contract with respect to material.
- (b) If a letter of credit has been furnished, when the contractor's account has been credited for the value of material delivered and accepted, CCC shall notify the bank which issued such letter of credit that CCC consents to a reduction in the amount of the letter of credit equal to the amount stated in the contract for each unit of material for which the contractor's account has been credited,

and upon fulfillment of the contractor's obligations under the contract, CCC shall notify such bank that it consents to cancellation of the letter of credit. If a certified or cashier's check has been furnished, refund of portions of the amount of such check by CCC to the contractor shall be made at the same rate and on the same basis as provided above for reduction of letter of credit; and upon fulfillment of the contractor's obligations under the contract, CCC shall refund any excess of such amount over the total amount previously refunded to the Contractor. If a performance bond has been furnished, CCC shall notify the bonding firm when the contractor has fulfilled his obligations under the contract.

- (c) If the contractor fails to furnish to CCC a certified or cashier's check, or letter of credit, or a performance bond acceptable to CCC, within the time specified in this article, CCC may elect to terminate the contractor's right to make further deliveries of material under the contract. Any such termination must be in writing to be effective.

#### **PROVISIONS WITH RESPECT TO AGRICULTURAL COMMODITIES**

#### **ARTICLE VII**

**Exchange Value on Net Export Price Basis**—Whenever (1) there is an export subsidy program in effect for any agricultural commodity deliverable under the contract, (2) exportation pursuant to the terms of the contract will meet the requirements of such program, as determined by CCC, and (3) the contractor acquires such agricultural commodity for application to the contract, he must acquire such agricultural commodity in accordance with the requirements of such program on a net export price basis. Such net export price shall be deemed to be the market price, as determined by CCC, less the cash equivalent as determined by CCC of any export subsidy, as determined by CCC. The exchange value of an agricultural commodity so acquired shall be a sum equal to the net export price so determined.

#### **ARTICLE VIII**

**Establishing Exchange Value by CCC Determination**—If at 5:30 p.m., EST, or EDST, whichever is applicable in Washington, D.C., on the relevant date by which the contractor must establish exchange value as provided in the contract, the contractor has not established the exchange value of a balance of agricultural commodities deliverable under the contract, the contractor shall be obligated, at CCC's option, to accept thereafter such balance in the agricultural commodity(ies) specified in the contract as applicable to this article of such qualities as may be declared available for barter by CCC from inventories acquired through its price support program and as may be designated by the contractor. The exchange value of any such agri-

cultural commodities shall be a sum equal to the export market price for the day following the day first described in this Article, as determined by CCC, delivered on the same basis as the export delivery pricing basis under the applicable Announcements or, at CCC's option, a sum equal to the net export price determined as provided in Article VII. Except as to pricing and designation by the contractor, the provisions of the Announcements and, to the extent they are not in conflict with the provisions of the Announcements, the terms of the contract shall apply to such agricultural commodities except that in any event the export requirements of the contract shall apply.

## ARTICLE IX

**Delivery**—Delivery of the agricultural commodities under the contract shall be made in accordance with the terms of the acquisition but in no event later than sixty calendar days after the relevant date by which the contractor must fix the exchange value.

## ARTICLE X

**Agents**—The contractor may designate one or more agents, in addition to his employees, to handle transactions related to agricultural commodities under the contract; and such agent(s) will be recognized by CCC except that CCC, by issuing a notice not later than five (5) calendar days after the contractor has informed CCC of designation of such agent(s), may reject or accept with qualifications the agent(s) designated by the contractor.

## ARTICLE XI

**Interest**—If the contractor acquires agricultural commodities pursuant to the contract having an exchange value in excess of the exchange value of acceptable material delivered to CCC and financial coverage for such excess is in the form of an irrevocable letter of credit, the contractor shall pay interest to CCC on such excess, computed at the rates applicable to credit approvals (*as announced by CCC in its monthly sales list*) on the date of the acquisition of agricultural commodities which creates such excess. Such interest shall be charged from and including the date of delivery of agricultural commodities creating such excess until (*but not including*) the date delivery is made of material or payment is otherwise effected, but interest shall not be charged to the extent that there is financial coverage for such excess in a form other than a letter of credit. When the final delivery of acceptable material has been accepted by CCC, the contractor, upon receipt of an invoice for such interest, shall promptly make payment in cash. If the material is delivered f.o.b. carrier's conveyance at an inland point in the United States and the contractor does not submit a certification from the carrier in accordance with the contract, CCC will use the "date received" as noted on Form GSA-131, Receiving Report, as the date material is delivered for the purpose of calculating interest charges on agricultural commodities.

## ARTICLE XII

**Financial Arrangements**—In the event the contractor desires delivery of agricultural commodities having an exchange value in excess of the amount credited to the contractor's account for acceptable material delivered, the contractor shall furnish to CCC, prior to delivery, at the office which is to handle the delivery of the agricultural commodities, a certified or cashier's check payable to CCC or an irrevocable letter of credit in favor of and in form and substance acceptable to CCC in an amount equal to the amount of such excess.

The terms of such letter of credit shall provide for payment of drafts supported only by a statement that the amount is due CCC in accordance with the terms of the contract. The letter of credit shall not expire prior to thirty (30) calendar days after the final date for delivery of all of the material (*including replacement of rejected material*).

CCC may draw against such letters of credit to the extent that the exchange value of the agricultural commodities exceeds the exchange value of material credited and other credits allowed by CCC to the contractor: **Provided**, That CCC may not draw earlier than ten (10) calendar days after the final date for delivery of all material (*including replacement of rejected material*): **Provided, further**, That, if the contractor notifies CCC in writing of his inability to deliver, as required, any part of the material required to be delivered under the contract, without regard to the preceding proviso CCC shall have the right to draw against such letters of credit immediately upon receipt of such notice to the same extent as if the contractor had defaulted in delivery of the quantity of material covered by such notice.

Promptly after crediting the contractor's account for acceptable material delivered, CCC shall either notify the bank that it consents to a reduction of any letter of credit furnished or make refund to the contractor on account of any certified or cashier's check furnished. Any such reduction of a letter of credit and such refund on account of a certified or cashier's check, shall be in an amount equal to the amount credited to the contractor's account.

## ARTICLE XIII

### Export Requirements

- (a) **Export Destination.** The contractor warrants and agrees that, except as otherwise provided in paragraph (e) of this article, he will cause the agricultural commodities acquired from CCC pursuant to the contract, or substitute agricultural commodities or products where substitution is permitted by CCC, to be exported as required by the contract.
- (b) **Transshipment.** The contractor warrants and agrees that he will not cause any agricultural commodity or produce exported under

the contract to be transshipped out of the country or area to which it is exported pursuant to the contract. The contractor also agrees to cause to be included in the agreement with the importer of the agricultural commodities or products into the country to which agricultural commodities or products are exported under the contract (1) a representation that the purchase or importation of the agricultural commodities or products are not being made for the purpose of resale or transshipment to any other country or area, or to increase the availability of those or like agricultural commodities or products to any country or area unfriendly to the United States of America, and (2) an agreement that the foreign importer will not resell them or cause them to be transshipped to any other country or area or, as a result of the purchase or importation of the agricultural commodities or products increase the availability of those or like agricultural commodities or products to any country or area unfriendly to the United States of America.

- (c) **Warranty Against Accepting Certain Payments.** The contractor warrants and agrees that neither he nor any other person or firm which exports agricultural commodities or products in fulfillment of his obligation under the contract will accept in payment (1) funds made available by the United States Government, or any Agency thereof, expressly for the purchase of agricultural commodities produced in the United States, or (2) funds made available as the result of financing by the United States Government, or any Agency thereof, of sales of agricultural commodities for foreign currency pursuant to Title I, Public Law 480,[<sup>1</sup>] 83rd Congress as amended. If any such funds are so accepted in payment for exported agricultural commodities or products, the contractor shall pay to CCC, as a price adjustment on the agricultural commodities acquired under the contract as to which such exportation was made any amount by which the exchange value of such agricultural commodities acquired under the contract is exceeded by the greater of: (1) CCC's statutory minimum sales price for unrestricted use in effect on the date of delivery by CCC to the contractor of such agricultural commodities, as determined by CCC or (2) the sales price announced by CCC for sales of such agricultural commodity for unrestricted use in effect on the date of delivery by CCC to the contractor of such agricultural commodities, as determined by CCC, or if no such sales price has been announced, the domestic market price for such agricultural commodities on such date, as determined by CCC. Such amount shall be paid by the contractor to CCC promptly upon demand.
- (d) **Proof of Exportation.** In addition to any other proof of exportation specifically required by the contract, the contractor shall,

[<sup>1</sup> 68 Stat. 455; 7 U.S.C. §§ 1701-1709.]

within thirty (30) calendar days after causing any of the agricultural commodities or products to be exported furnish proof of exportation of such agricultural commodities or products as required by the CSS office handling the transaction.

- (e) Prevention of Exportation. If (1) any part of the agricultural commodities deliverable under the contract for which the exchange value has been fixed, (*or substitute commodity or product where substitution is permitted by CCC*), was sold for delivery to an eligible country as provided in the contract at a time when exportation for such delivery was permissible, (2) the contractor is prevented by any act of the United States Government from exporting it for such delivery, (3) the contractor promptly gives written notice thereof to CCC, and (4) determines that he has been so prevented, the contractor shall export such agricultural commodity (*or substitute commodity or product*) to any friendly foreign country. The contractor shall have a period of sixty (60) calendar days after such determination by CCC in which to effect exportation: **Provided**, That nothing in this article shall be construed to extend the final date for export beyond any final date stipulated in the applicable Announcement or stipulated by CCC in Washington. However, in the event that such determination is made by CCC within 60 days of any final date for exportation of the commodities or products under the applicable Announcement, or the final date stipulated by CCC in Washington, the contractor may at any time before such final date, cancel the action which established the exchange value of the agricultural commodity involved and return any quantity thereof delivered by CCC prior to its receipt of the referred to notice, and reduce his obligation to accept agricultural commodities under the contract by an amount equal to the exchange values affected by such cancellation. Title and risk of loss and damage to an agricultural commodity so returned shall revert upon delivery to CCC and, if the agricultural commodity has been loaded aboard vessel, CCC shall bear the expense of unloading and returning the agricultural commodity to storage. Any loss, damage, or deterioration occurring prior to such return delivery to CCC shall be for the account of the contractor.
- (f) Failure to Comply. The contractor shall pay to CCC as liquidated damages and not as a penalty a sum equal to that percentage (*which percentage is specified in the contract as applicable to this Article XIII*) of the exchange value of the agricultural commodity with respect to which the contractor does not comply with one or more of his export or transshipment obligations under the contract. Such liquidated damages shall not be paid, however, to the extent that, upon consideration of the cause and effect of any failure by the contractor to so comply, the Executive Vice President of Commodity Credit Corporation, or

his designee, determines: (1) that such failure to comply was due solely to impossibility of performance of such obligations arising from causes without the fault of the contractor, including but not restricted to acts of government, acts of God, acts of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or (2) that such failure to comply was due to loss of or damage to the agricultural commodity or product in the course of exportation and the commodity or product, if so damaged, is not disposed of upon the domestic market in such condition or manner as to tend to impair CCC's price support operation or (3) that such failure to comply was only one of delay without the fault of the contractor or his agents designated pursuant to the contract or of his or their officers and employees or (4) that any damage to CCC resulting from such failure to comply is compensated for by the exportation by the contractor of quantities of agricultural commodities in such manner as to effect performance substantially equivalent to that required by the contract. Such liquidated damages shall be in addition to any upward adjustment in price for which provision is made in the applicable Announcements by reason of the contractor's failure to export as required therein and the contractor shall pay to CCC upon demand the amount of any such adjustment made as a result of such failure.

## GENERAL PROVISIONS

### ARTICLE XIV

**Amendment of Contract to Give Effect to More Favorable Policies—** If, subsequent to the making of the contract, CCC adopts general policies which it determines to be more favorable to commodity exchange contractors regarding (1) its pricing policy with respect to agricultural commodities, (2) any provision relating to the use of the United States-flag commercial vessels or (3) any provision relating to restrictive charter clauses, and enters into subsequent barter contracts giving effect to such policies, CCC agrees upon written request, to amend the contract to give effect to such policies with respect to acts remaining to be performed by the contractor on the date of any such amendment. Nothing contained in this article shall be construed to require CCC to amend the contract unless the policies given effect in such subsequent barter contracts represent changes in general policies nor shall it be construed to affect an exchange value which has been established. This article shall not be construed to require an amendment because of a policy change resulting from a statutory provision hereinafter enacted which is prospective in effect only.

**ARTICLE XV**

**Assignment**—The contractor shall not, in whole or in part, assign the contract or any claim under the contract, except his rights to any amounts payable or agricultural commodities deliverable under the contract, which may be assigned in accordance with the provisions of this Article XV. Subject to recognition and approval by CCC of such assignment, claims for moneys due or to become due and agricultural commodities deliverable or to become deliverable by CCC under the contract (*subject to offset by CCC of any amounts owed to it under the contract by the contractor*) may be assigned in full to one bank, trust company, other financial institution, or business concern which is a regular dealer in agricultural commodities: **Provided, However,** That any payment by CCC to the contractor or his assignee for material delivered and accepted shall be made only as provided in Article XVI.

In the event of any such assignment, the contractor shall file with CCC a written notice of assignment together with two signed copies of the instrument of assignment. Such assignment shall be binding on CCC unless CCC notifies the assignee to the contrary by wire filed with the telegraph office not later than five (5) calendar days after receipt by the treasurer of CCC of a written notice of the assignment together with two signed copies of the instrument of assignment. The fact that CCC does not so notify the assignee shall constitute recognition and approval by CCC of the assignment. A provision to the effect that the assignment is subject to recognition and approval by CCC shall be included in the body of the instrument of assignment.

Recognition and approval by CCC of any such assignment shall not constitute a novation or waiver, and shall not in any way relieve the contractor of any obligations or responsibilities under this contract.

**ARTICLE XVI**

**Settlement**—The contractor shall pay to CCC a sum equal to any amount by which the total exchange value of agricultural commodities which at the time of settlement is charged to the contractor under the contract exceeds the total exchange value of the material accepted under the contract. CCC shall pay to the contractor or his assignee a sum equal to any amount by which the total exchange value of the material accepted exceeds the greater of (1) the total exchange value of agricultural commodities which the contractor is required to accept under the provisions of the contract, or (2) the total exchange value of agricultural commodities which at the time of settlement is charged to the contractor under the provisions of the contract. The amount payable by the contractor or CCC under this article shall be subject to adjustment to take account of any amounts otherwise due either party under the terms of the contract at the time such settlement is effected.

## ARTICLE XVII

**Covenant Against Contingent Fees**—The contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business. For breach or violation of this warranty the CCC shall have the right to annul the contract without liability or in its discretion to require the contractor to pay promptly to CCC upon demand an amount equal to the full amount of such commission, percentage, brokerage, or contingent fee.

## ARTICLE XVIII

**Communications**—Unless otherwise specified in the contract, any written requests, acceptances, notifications, instructions or communications with respect to the contract by the contractor to CCC in Washington shall be addressed to the Barter and Stockpiling Division, Commodity Stabilization Service, U.S. Department of Agriculture, Washington 25, D.C. Any communication by the contractor with a CSS Commodity Office shall be addressed to the Director of the CSS Commodity Office. All such requests, notifications, acceptances, instructions and communications by the contractor shall bear the contract number assigned by CCC to the contract.

## ARTICLE XIX

**Officials Not to Benefit**—No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of the contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to the contract if made with a corporation for its general benefit.

## ARTICLE XX

**Nondiscrimination in Employment**—In connection with the performance of work under the contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color or national origin. The aforesaid provision shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer of CCC setting forth the provisions of the non-discrimination clause.

The contractor further agrees to insert the foregoing provision in all subcontracts under the contract, except subcontracts for stand-

ard commercial supplies or raw materials. This article shall not apply to the performance of the contract and subcontracts outside the United States where no recruitment of workers within the limits of the United States is involved.

## ARTICLE XXI

**Walsh-Healey Public Contracts Act**—If the contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount which exceeds or may exceed \$10,000 and is otherwise subject to the Walsh-Healey Public Contracts Act as amended (*41 U.S. Code 35-45*), there are hereby incorporated by reference all representations and stipulations required by said Act and regulations issued thereunder by the Secretary of Labor, such representations and stipulations being subject to all applicable rulings and interpretations of the Secretary of Labor which are now or may hereafter be in effect.

## ARTICLE XXII

**Disputes**—Except as may otherwise be provided in the contract, any dispute concerning a question of fact arising under the contract which is not disposed of by agreement shall be decided by the Executive Vice President of CCC, or his designee, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. Within 30 days from the date of receipt of such copy, the contractor may appeal by mailing or otherwise furnishing a written appeal addressed to the President of CCC, or such other persons as he may designate to receive such appeal and the decision of the President of CCC, or his duly authorized representatives for the hearings of such appeals, shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent, arbitrary, capricious, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence: **Provided**, That if no such appeal to the President of CCC is taken, the decision of the Executive Vice President, or his designee, shall be final and conclusive. In connection with any appeal proceeding under this article, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of any such dispute the contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the Executive Vice President, or his designee.

## ARTICLE XXIII

**Meaning of Words**—The term "the contract", as used in the preceding articles, means the barter contract signed by CCC and the contractor which incorporates by reference, all or any part of the foregoing articles and includes the articles so incorporated. The terms, words, and phrases used in the foregoing articles and also used in the contract, shall have the same meaning which may be assigned thereto in the contract.

*The Brazilian Chargé d'Affaires ad interim to the Secretary of State*

EMBAIXADA DOS ESTADOS UNIDOS DO BRASIL

5/844.5(22)-(42) Washington, D.C., em 5 de janeiro de 1961.

SENHOR SECRETÁRIO DE ESTADO,

Tenho a honra de acusar o recebimento da Nota de Vossa Excelência, de 5 janeiro corrente, do seguinte teor:

2. "I refer to the memorandum of November 22, 1960 from the Brazilian Embassy and earlier communications and conversations all of which concern a debt of approximately \$6.7 million plus interest claimed by the Government of the United States of America to be owing by the Government of the United States of Brazil arising out of the agreement of August 20, 1954. As you are aware, the exact amount and manner of settlement of the debt have for some time been the subject of discussions between our two Governments. It being the desire of the Government of the United States of America to effect a mutually satisfactory settlement of this matter as expeditiously as possible, I propose that our two Governments agree as follows:

(1) The amount due and owing from the Government of the United States of Brazil to the Government of the United States of America arising out of the agreement dated August 20, 1954, between our two Governments shall be considered to be \$7,400,000.00.

(2) The Government of the United States of America shall accept and the Government of the United States of Brazil shall deliver as part payment of the aforesaid debt as herein established 4,535 metric tons of rare earth sodium sulphate at a value of \$3,100,000.00 said rare earths to be deliverable f.o.b. vessel, Brazilian ports, within one year from the date of this agreement, free of any taxes or other charges. The rare earth sodium sulphates deliverable hereunder shall conform in every respect with the Specification—Rare Earth Sodium Sulphate identified as Exhibit A attached hereto and made a part hereof.

(3) The Government of the United States of America shall accept and the Government of the United States of Brazil shall deliver as part settlement of the aforesaid debt as herein established a quantity of metallurgical manganese ore of 48 percent manganese content, known commercially as Amapa (Icomi) manganese ore, of a total value of \$4,300,000, provided that deliveries of this material are identified as commercial sales for purposes of a contract between the General Services Administration, an agency of the Government of the United States of America, and the producers of Amapa manganese ore, said contract identified as DMP-46.

The value of the manganese ore delivered shall be calculated at a price of \$0.89 per long ton unit, this unit price to be based upon ore containing 48 percent manganese and 5 percent iron. Premiums shall be allowed at the rate of \$0.01 per long ton unit for each 1 percent of manganese content above 48 percent, and \$0.005 per long ton unit for each 1 percent iron content below 5 percent, with fractional

percentages pro rata. This manganese ore shall be deliverable f.o.b. carrier's conveyance United States ports north of Cape Hatteras or United States Gulf ports and it is understood that the price quotations above are calculated on this basis.

All manganese ore shall be delivered within one year from the date of this agreement, free of taxes or other charges and shall conform in every respect to National Stockpile Specification P-30-R-1, dated March 14, 1958 for Type I Lumpy Ore, except that all manganese ore delivered shall contain no less than 48 percent manganese and no more than 5 percent iron. A copy of the abovementioned National Stockpile Specification identified as Exhibit B is attached hereto and made a part hereof.

(4) Subject to prior approval for each vessel by the Government of the United States of America, the Government of the United States of Brazil shall charter vessels and perform such other actions as are necessary to deliver 4,535 metric tons of rare earth sodium sulphate ore f.o.b. carrier's conveyance United States ports, and the Government of the United States of America will promptly reimburse the Government of the United States of Brazil in U.S. dollars for ocean transportation charges upon receipt of paid ocean freight bills.

(5) In the event deliveries of either or both rare earth sodium sulphate and metallurgical manganese ore are not made as provided herein then the proportionate part of the aforesaid debt as herein established shall become due and payable by the Government of the United States of Brazil with interest at 3-1/2 percent per annum from October 1, 1960, payable in U.S. dollars.

(6) U.S. dollar credits of \$6,700,000.00 in the Banco do Brazil S.A. to the account of the Commodity Credit Corporation, an instrumentality of the Government of the United States of America, established under the operation of the aforesaid agreement dated August 20, 1954 shall be released by the Government of the United States of America to the Government of the United States of Brazil upon the performance of the various covenants and agreements contained herein.

(7) The Government of the United States of Brazil and the Government of the United States of America agree to appoint representatives of the two Governments authorized and empowered to arrange implementing details of this agreement. These will include but not to be limited to:

(a) arrangements for prior clearance of vessels chartered by the Government of the United States of Brazil in accordance with numbered paragraph four,

(b) incorporation into the appropriate documents implementing this agreement of the substance of Articles III 50 per cent U.S. Flag Vessels, XVII Covenant Against Contingent Fees, XIX Officials not to Benefit, XX Non Discrimination in Employment from *Uniform Barter Contractual Provisions* (Form CCC-111 (7-13-59)) identified as Exhibit C attached hereto and made a part hereof.

This agreement shall be considered as settling all outstanding questions between the two Governments under the Agreement dated August 20, 1954.

If the Government of the United States of Brazil is agreeable to the foregoing proposal, the Government of the United States of America will consider the present note and your reply concurring therein as constituting an agreement between our respective Governments which shall enter into force on the date of your note in reply.

Accept, Sir, the renewed assurances of my high consideration."

3. Em resposta, levo ao conhecimento de Vossa Excelência que o Governo dos Estados Unidos do Brasil concorda que a referida Nota de Vossa Excelência e esta resposta constituam Acôrdo entre os dois Govêrnos sôbre o assunto.

Aproveito a oportunidade para renovar a Vossa Excelência os protestos da minha mais alta consideração.

C. A. BERNARDES

Carlos Alfredo Bernardes  
*Encarregado de Negócios, a.i.*

A Sua Excelência o Senhor CHRISTIAN A. HERTER,  
*Secretário de Estado dos Estados Unidos da América.*

*Translation*

EMBASSY OF THE UNITED STATES OF BRAZIL  
5/844.5(22)(42) Washington, D.C., January 5, 1961

MR. SECRETARY OF STATE:

I have the honor to acknowledge the receipt of Your Excellency's note dated January 5 of this year, of the following tenor:

[The Brazilian note here quotes in English the United States note; *ante*, p. 577.]

3. In reply, I inform Your Excellency that the Government of the United States of Brazil agrees that Your Excellency's note cited above and this reply shall constitute agreement between the two Governments on the matter.

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

C. A. BERNARDES

Carlos Alfredo Bernardes  
*Chargé d'Affaires ad interim*

His Excellency  
CHRISTIAN A. HERTER,  
*Secretary of State of the  
United States of America.*

# YUGOSLAVIA

## Surplus Agricultural Commodities [<sup>1</sup>]

*Agreement signed at Belgrade April 28, 1961;  
Entered into force April 28, 1961.  
With exchanges of letters.*

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### AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE FEDERAL PEOPLE'S REPUBLIC OF YUGOSLAVIA UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

The Government of the United States of America and the Government of the Federal People's Republic of Yugoslavia:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Considering that the purchase for dinars of surplus agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the dinars accruing from such purchase will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to Yugoslavia pursuant to Title I of the Agricultural Trade Development and Assistance Act,[<sup>2</sup>] as amended (hereinafter referred to as the Act), and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

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#### ARTICLE I

##### SALES FOR DINARS

1. Subject to the availability of commodities for programming under the Act and to issuance by the Government of the United States of America and acceptance by the Government of the Federal People's Republic of Yugoslavia of purchase authorizations, the Government

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<sup>1</sup> Also TIAS 4817, 4923; *post*, pp. 1093 and Part 3.

<sup>2</sup> 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

of the United States of America undertakes to finance the sales for dinars to purchasers authorized by the Government of the Federal People's Republic of Yugoslavia of the following agricultural commodities determined to be surplus pursuant to the Act, in the amounts indicated:

<i>Commodity</i>	<i>Export Market Value (millions)</i>
Wheat . . . . .	\$ 12.2
Cotton . . . . .	6.7
Cottonseed/Soybean oil . . . . .	8.7
Lemons . . . . .	0.2
Ocean transportation (estimated) . . . . .	2.6
<b>Total . . . . .</b>	<b>\$ 30.4</b>

2. Applications for purchase authorizations will be made within 90 calendar days of the effective date of this Agreement, except that application for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this Agreement will be made within 90 days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the dinars accruing from such sale, and other relevant matters.

3. Purchase and shipment of the commodities mentioned above will be made within 18 calendar months of the effective date of this Agreement.

## ARTICLE II

### USES OF DINARS

1. The dinars accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes in the amounts shown:

a) For United States expenditures under subsections (a), (b), (f), (h), (i), (j), (k), (l), (m), (n), (o), (p), (q) and (r) of Section 104 of the Act or under any of such subsections, ten percent of the dinars accruing pursuant to this Agreement. The Government of the United States of America in considering possible expenditures of these funds will give due regard to the balance of payments situation of Yugoslavia.

b) For grants to the Government of the Federal People's Republic of Yugoslavia under Section 104(e) of the Act for financing such projects to promote balanced economic development of Yugoslavia

as may be mutually agreed, forty-five percent of the dinars accruing pursuant to this Agreement.

c) For a loan to the Government of the Federal People's Republic of Yugoslavia under Section 104(g) of the Act for financing such projects to promote the economic development of Yugoslavia as may be mutually agreed, forty-five percent of the dinars accruing pursuant to this Agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. It is further understood that loan funds shall be disbursed only after prior agreement as to the uses of such loan funds.

2. In the event the dinars set aside for grants or loan to the Government of the Federal People's Republic of Yugoslavia are not advanced within three years from the date of this Agreement as a result of failure of the two Governments to reach agreement on the use of such dinars, the Government of the United States of America may use the dinars for any purpose authorized by Section 104 of the Act.

### ARTICLE III

#### *DEPOSIT OF DINARS*

1. The deposit of dinars to the account of the Government of the United States of America in payment for the commodities and for ocean transportation costs financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) shall be made at the rate of exchange for United States dollars generally applicable to import transactions (excluding imports granted a preferential rate) in effect on the dates of dollar disbursement by United States banks or by the Government of the United States of America, as provided in the purchase authorizations.

2. In the event that a subsequent Agricultural Commodities Agreement or Agreements should be signed by the two Governments under the Act, any refunds of dinars which may be due or become due under this Agreement more than two years from the effective date of this Agreement will be made by the Government of the United States of America from funds available from the most recent Agricultural Commodities Agreement in effect at the time of the refund.

### ARTICLE IV

#### *GENERAL UNDERTAKINGS*

1. The Government of the Federal People's Republic of Yugoslavia agrees that it will take all possible measures to prevent the resale or transshipment to other countries, or use for other than domestic purposes (except where such resale, transshipment or use is specifically approved by the Government of the United States of America), of

agricultural commodities purchased pursuant to the provisions of this Agreement.

2. The two Governments agree that they will take reasonable precautions to assure that all sales or purchases of agricultural commodities pursuant to this Agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

3. The Government of the Federal People's Republic of Yugoslavia agrees to furnish, upon request of the Government of the United States of America, information on the progress of the program, particularly with respect to arrivals and condition of commodities and the provisions for the maintenance of usual marketings, and information relating to exports of the same or like commodities.

## ARTICLE V

### *CONSULTATION*

The two Governments will, upon the request of either of them, consult regarding any matter relating to the application of this Agreement or to the operation of arrangements carried out pursuant to this Agreement.

## ARTICLE VI

### *ENTRY INTO FORCE*

This Agreement shall enter into force upon signature.

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

Done in duplicate at Belgrade, this 28<sup>th</sup> day of April, 1961.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:

RAYMOND E. LISLE

Raymond E. Lisle  
*Charge d'Affaires ad interim*  
*of the United States of America*

FOR THE GOVERNMENT OF THE  
FEDERAL PEOPLE'S REPUBLIC  
OF YUGOSLAVIA:

S. KOPOČOK

Stanislav Kopčok  
*Ambassador in the Secretariat*  
*of State for Foreign Affairs*  
*of the FPR of Yugoslavia*

## [Exchanges of Letters]

BEOGRAD, April 28, 1961.

**SIR,**

Pursuant to Article I of the Agricultural Commodities Agreement between our two Governments signed today, under which the Government of the United States of America undertakes to finance the delivery to Yugoslavia of \$30.4 million of agricultural commodities, I have the honour to inform you of the following:

In expressing its agreement with the Government of the United States of America that the above mentioned delivery of agricultural commodities should not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries, my Government states that it will not export any cotton, edible fats and oils (including oilseeds), lemons or lemon juice, of either indigenous or imported origin, during the calendar year 1961 and any subsequent period during which the respective commodities purchased under the Agreement are being imported and utilized. Further, my Government states that it will not export any wheat or wheat flour, of either indigenous or imported origin, during the year ending June 30, 1962, or any subsequent period during which wheat purchased under the agreement is being imported and utilized. In this regard, my Government agrees that it will procure and import with its own resources from its normal suppliers at least 23,000 metric tons of cotton during each of the years ending June 30, 1961, and June 30, 1962.

My Government also agrees that it will procure and import with its own resources from its normal suppliers at least 11,000 metric tons of fresh lemons during the calendar year 1961.

I shall appreciate receiving Your confirmation of the above understandings.

Accept, Sir, the assurances of my highest consideration.

Sincerely yours

S. KOPCOK

Stanislav Kopčok  
Ambassador in the Secretariat of  
State for Foreign Affairs

**Mr. RAYMOND E. LISLE**

*Charge d'Affaires ad interim  
of the United States of America*

BEOGRAD, April 28, 1961.

EXCELLENCY,

I have the honour to acknowledge the receipt of your letter as of today, reading as follows:

"Pursuant to Article I of the Agricultural Commodities Agreement between our two Governments signed today, under which the Government of the United States of America undertakes to finance the delivery to Yugoslavia of \$ 30.4 million of agricultural commodities, I have the honour to inform you of the following:

In expressing its agreement with the Government of the United States of America that the above mentioned delivery of agricultural commodities should not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries, my Government states that it will not export any cotton, edible fats and oils (including oilseeds), lemons or lemon juice, of either indigenous or imported origin, during the calendar year 1961 and any subsequent period during which the respective commodities purchased under the Agreement are being imported and utilized. Further, my Government states that it will not export any wheat or wheat flour, of either indigenous or imported origin, during the year ending June 30, 1962, or any subsequent period during which wheat purchased under the agreement is being imported and utilized. In this regard, my Government agrees that it will procure and import with its own resources from its normal suppliers at least 23,000 metric tons of cotton during each of the years ending June 30, 1961, and June 30, 1962.

My Government also agrees that it will procure and import with its own resources from its normal suppliers at least 11,000 metric tons of fresh lemons during the calendar year 1961.

I shall appreciate receiving Your confirmation of the above understanding."

I have the honour to inform you that my Government concurs in the foregoing.

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

Sincerely yours

RAYMOND E. LISLE

Raymond E. Lisle, *Charge d'Affaires  
a.i. of the United States of America*

His Excellency Mr. STANISLAV KOPČOK,  
*Ambassador in the Secretariat of State  
for Foreign Affairs of the FPR of Yugoslavia.*

BEograd, April 28, 1961.

EXCELLENCY,

I have the honour to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of the Federal People's Republic of Yugoslavia signed today and to confirm my Government's understanding of the agreement reached in conversations which have taken place between representatives of our two Governments with respect to the conversion of dinars into other currencies and to certain other matters relating to the use of dinars accruing under the subject Agreement.

1. The Government of the Federal People's Republic of Yugoslavia will provide, upon request of the Government of the United States of America, facilities for the conversion of up to \$ 608,000 worth of dinars into other non-dollar currencies which will be utilized to finance agricultural market development activities of the Government of the United States of America in other countries under Section 104(a) of the Agricultural Trade Development and Assistance Act, as amended.
2. The Government of the Federal People's Republic of Yugoslavia will provide, upon request of the Government of the United States of America, facilities for the conversion of up to \$ 500,000 worth of dinars into other non-dollar currencies to be utilized under Section 104(h) of the Agricultural Trade and Development Act, as amended. Up to \$ 250,000 of this amount will be utilized to finance educational exchange activities of the United States of America in Yugoslavia under the same section of the Act.
3. The Government of the United States of America may utilize up to \$ 50,000 worth of dinars to procure in Yugoslavia goods and services needed in connection with agricultural market development projects and activities in other countries.
4. The Government of the United States of America may utilize dinars in Yugoslavia to pay for international travel originating in Yugoslavia, or originating outside Yugoslavia when involving travel to or through Yugoslavia, including connecting travel, and for air travel within the United States or other areas outside Yugoslavia when it is part of a trip in which the traveler journeys from, to or through Yugoslavia. It is understood that these funds are intended to cover only travel by persons engaged in activities financed under Section 104 of the Agricultural Trade Development and Assistance Act, as amended.

I shall appreciate receiving Your Excellency's confirmation of the above understanding.

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

Sincerely yours

RAYMOND E. LISLE

Raymond E. Lisle  
*Charge d'Affaires ad interim*  
*of the United States of America*

His Excellency Mr. STANISLAV KOPČOK,  
*Ambassador in the Secretariat of State*  
*for Foreign Affairs of the FPR of*  
*Yugoslavia.*

—  
BEOGRAD, April 28, 1961.

SIR,

I have the honour to acknowledge the receipt of your letter as of today, reading as follows:

"I have the honour to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of the Federal People's Republic of Yugoslavia signed today and to confirm my Government's understanding of the agreement reached in conversations which have taken place between representatives of our two Governments with respect to the conversion of dinars into other currencies and to certain other matters relating to the use of dinars accruing under the subject Agreement.

1. The Government of the Federal People's Republic of Yugoslavia will provide, upon request of the Government of the United States of America, facilities for the conversion of up to \$ 608,000 worth of dinars into other non-dollar currencies which will be utilized to finance agricultural market development activities of the Government of the United States of America in other countries under Section 104(a) of the Agricultural Trade Development and Assistance Act, as amended.

2. The Government of the Federal People's Republic of Yugoslavia will provide, upon request of the Government of the United States of America, facilities for the conversion of up to \$ 500,000 worth of dinars into other non-dollar currencies to be utilized under Section 104(h) of the Agricultural Trade and Development Act, as amended. Up to \$ 250,000 of this amount will be utilized to finance educational exchange activities of the United States of America in Yugoslavia under the same section of the Act.

3. The Government of the United States of America may utilize up to \$ 50,000 worth of dinars to procure in Yugoslavia goods and serv-

ices needed in connection with agricultural market development projects and activities in other countries.

4. The Government of the United States of America may utilize dinars in Yugoslavia to pay for international travel originating in Yugoslavia, or originating outside Yugoslavia when involving travel to or through Yugoslavia, including connecting travel, and for air travel within the United States or other areas outside Yugoslavia when it is part of a trip in which the traveler journeys from, to or through Yugoslavia. It is understood that these funds are intended to cover only travel by persons engaged in activities financed under Section 104 of the Agricultural Trade Development and Assistance Act, as amended.

I shall appreciate receiving Your confirmation of the above understanding."

I have the honour to inform you that my Government concurs in the foregoing.

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

Sincerely yours,

S. KOPCOK

Stanislav Kopčok,  
*Ambassador in the Secretariat of State  
for Foreign Affairs of the FPR of  
Yugoslavia.*

Mr. RAYMOND E. LISLE,  
*Charge d'Affaires ad interim  
of the United States of America.*

—  
BEOGRAD, April 28, 1961.

EXCELLENCY,

I have the honour to refer to the Agricultural Commodities Agreement signed today between the Government of the United States of America and the Government of the Federal People's Republic of Yugoslavia and to say that, with regard to the dinars accruing to uses indicated under Article II of the Agreement, the understanding of the Government of the United States of America is as follows:

1. *Uses of PL 480 Section 104(e)<sup>[1]</sup> Dinars:* The Government of the Federal People's Republic of Yugoslavia will use the amount of local currency granted to it by the Government of the United States of America pursuant to paragraph 1(b) of Article II of the Agricultural Commodities Agreement for financing such projects to promote economic development as may from time to time be agreed.

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<sup>[1]</sup> 68 Stat. 456; 7 U.S.C. § 1704(e).

upon by the United States Operations Mission (hereinafter referred to as the Mission) and the appropriate representatives of the Government of the Federal People's Republic of Yugoslavia, in the following sectors:

- (a) Agriculture
- (b) Other Economic Development Projects consistent with the purpose of Section 104(e) of PL 480

2. *Uses of PL 480 Section 104(g) Dinars:* The Government of the Federal People's Republic of Yugoslavia will use the amount of local currency loaned to it by the Government of the United States of America pursuant to a loan agreement under paragraph 1(c) of Article II of the Agricultural Commodities Agreement for financing such projects to promote economic development as may from time to time be agreed upon between the Mission and the appropriate representatives of the Government of the Federal People's Republic of Yugoslavia, in the following sectors:

- (a) Industry, Mining and Transportation
- (b) Agriculture
- (c) Local Currency Costs of Projects Financed by the United States (i.e. projects for which the United States covers in whole or in part, directly or indirectly, through the Development Loan Fund, the Export-Import Bank or other agencies, related foreign exchange costs.)
- (d) Other Economic Development Projects consistent with the purpose of Section 104(g) of PL 480.

3. It is agreed that projects initiated by the Government of the Federal People's Republic of Yugoslavia after the date of this agreement within categories (a) under paragraph 1 and (a), (b) and (c) under paragraph 2 above which may later be approved by the Government of the United States of America will be eligible for financing from currency granted or loaned to the Government of the Federal People's Republic of Yugoslavia under paragraphs 1(b) and 1(c) of Article II of the Agricultural Commodities Agreement.

Reference to the Mission in this note shall be deemed to include any successor agency of the Government of the United States of America.

I shall appreciate your confirming to me that the contents of this note also represent the understanding of the Government of the Federal People's Republic of Yugoslavia.

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

Sincerely yours.

**RAYMOND E. LISLE**

Raymond E. Lisle

*Charge d'Affaires ad interim  
of the United States of America*

His Excellency Mr. STANISLAV KOPČOK,  
*Ambassador in the Secretariat of State  
for Foreign Affairs of the FPR of  
Yugoslavia.*

BEOGRAD, April 28, 1961.

SIR,

I have the honour to acknowledge the receipt of your letter as of today, reading as follows:

"I have the honour to refer to the Agricultural Commodities Agreement signed today between the Government of the United States of America and the Government of the Federal People's Republic of Yugoslavia and to say that, with regard to the dinars accruing to uses indicated under Article II of the Agreement, the understanding of the Government of the United States of America is as follows:

1. *Uses of PL 480 Section 104(e) Dinars:* The Government of the Federal People's Republic of Yugoslavia will use the amount of local currency granted to it by the Government of the United States of America pursuant to paragraph 1(b) of Article II of the Agricultural Commodities Agreement for financing such projects to promote economic development as may from time to time be agreed upon by the United States Operations Mission (hereinafter referred to as the Mission) and the appropriate representatives of the Government of the Federal People's Republic of Yugoslavia, in the following sectors:

(a) Agriculture

(b) Other Economic Development Projects consistent with the purpose of Section 104(e) of PL 480

2. *Uses of PL 480 Section 104(g) Dinars:* The Government of the Federal People's Republic of Yugoslavia will use the amount of local currency loaned to it by the Government of the United States of America pursuant to a loan agreement under paragraph 1(c) of Article II of the Agricultural Commodities Agreement for financing such projects to promote economic development as may from time to time be agreed upon between the Mission and the appropriate repre-

sentatives of the Government of the Federal People's Republic of Yugoslavia, in the following sectors

- (a) Industry, Mining and Transportation
- (b) Agriculture
- (c) Local Currency Costs of Projects Financed by the United States (i.e. projects for which the United States covers in whole or in part, directly or indirectly, through the Development Loan Fund, the Export-Import Bank or other agencies, related foreign exchange costs.)
- (d) Other Economic Development Projects consistent with the purpose of Section 104(g) of PL 480.

3. It is agreed that projects initiated by the Government of the Federal People's Republic of Yugoslavia after the date of this agreement within categories (a) under paragraph 1 and (a), (b) and (c) under paragraph 2 above which may later be approved by the Government of the United States of America will be eligible for financing from currency granted or loaned to the Government of the Federal People's Republic of Yugoslavia under paragraphs 1(b) and 1(c) of Article II of the Agricultural Commodities Agreement.

Reference to the Mission in this note shall be deemed to include any successor agency of the Government of the United States of America.

I shall appreciate your confirming to me that the contents of this note also represent the understanding of the Government of the Federal People's Republic of Yugoslavia."

I have the honour to inform you that my Government concurs in the foregoing.

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

Sincerely yours

S. KOPCOK

Stanislav Kopčok

*Ambassador in the Secretariat of State  
for Foreign Affairs of the FPR of  
Yugoslavia*

Mr. RAYMOND E. LISLE

*Charge d'Affaires ad interim  
of the United States of America.*

# REPUBLIC OF KOREA

## Surplus Agricultural Commodities

*Agreement amending the agreement of December 28, 1960, as amended.*

*Effectuated by exchange of notes*

*Signed at Seoul May 11, 1961;*

*Entered into force May 11, 1961.*

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*The American Chargé d'Affaires ad interim to the Korean Minister  
of Reconstruction*

No. 1177

SEOUL, May 11, 1961

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement entered into by our two Governments on December 28, 1960, [<sup>1</sup>] and to the accompanying exchange of notes, [<sup>1</sup>] as amended, [<sup>2</sup>] and, in response to the request of the Government of the Republic of Korea, to propose that this Agreement be amended as follows:

1. To provide for additional financing by the Government of the United States of America of the following commodities and ocean transportation:

Commodity	Export Market Value
Cotton	\$15,400,000
Ocean transportation (est.)	600,000
Total	\$16,000,000

2. To provide that Korean hwan accruing to the Government of the United States of America as a consequence of sales made pursuant to this agreement will be used by the Government of the United States of America as follows:
  - (a) For payment of United States expenditures in the Republic of Korea under subsections (a), (b), (f) and (h) through (r) of Section 104 of the Agricultural Trade

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<sup>1</sup> TIAS 4656; 11 UST 2635, 2640.

<sup>2</sup> TIAS 4699, 4700; *ante*, pp. 229, 232.

Development and Assistance Act, as amended [<sup>1</sup>] (hereinafter referred to as the Act), or under any of such subsections, the Korean hwan equivalent of U.S. \$1,600,000. This increases the total amount indicated in paragraph 1 of Article II of the Agreement to the Korean hwan equivalent of U.S. \$5,110,000.

- (b) For loans to be made by the Export-Import Bank of Washington under subsection 104(e) of the Act and for administrative expenses of the Export-Import Bank of Washington in the Republic of Korea incident thereto, the Korean hwan equivalent of U.S. \$352,000. This increases the total amount indicated in paragraph 2 of Article II of the Agreement to the Korean hwan equivalent of U.S. \$1,122,000.
- (c) For procurement of military equipment, materials, facilities and services in accordance with subsection 104(c) of the Act, as mutually agreed upon by the two Governments, the Korean hwan equivalent to U.S. \$14,048,000. This increases the total amount indicated in paragraph 3 of Article II of the Agreement to the Korean hwan equivalent of U.S. \$44,868,000.

It is understood that in the event the total of Korean hwan accruing to the Government of the United States of America as a consequence of sales made pursuant to the Agreement and this supplement is less than the Korean hwan equivalent of U.S. \$51,100,000, the amount available for expenditures under subsection 104(c) of the Act will be reduced by the amount of such difference; to the extent the total exceeds the equivalent of U.S. \$51,100,000, 87.8 percent of the excess will be available for uses under subsection 104(c), 2.2 percent for loans under subsection 104(e), and 10 percent for any use or uses authorized by Section 104 of the Act as the Government of the United States of America may determine.

It is further understood that in the notes of December 28, 1960 relating to the conversion of Korean hwan into other currencies "U.S. \$702,000" is deleted and "U.S. \$1,022,000" is substituted therefor.

Application for purchase authorizations will be made within 90 calendar days of the effective date of this supplementary Agreement.

Except as otherwise provided herein, the pertinent provisions of the Agreement of December 28, 1960 and the accompanying exchange of notes as amended shall apply to this Agreement.

I have the honor to propose that this note and Your Excellency's reply concurring therein shall constitute an Agreement between our two Governments on this matter to enter into force on the date of Your Excellency's note in reply.

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<sup>1</sup> 68 Stat. 456; 7 U.S.C. § 1704.

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

MARSHALL GREEN  
*Chargé d'Affaires ad interim*

The Honorable  
CHU YO-HAN,  
*Minister of Reconstruction,*  
*Seoul.*

*The Korean Minister of Reconstruction to the American Chargé d'Affaires ad interim*

MINISTRY OF RECONSTRUCTION  
Republic of Korea  
Seoul, Korea

MAY 11, 1961

SIR:

I have the honor to acknowledge receipt of your letter, No. 1177, of May 11, 1961, concerning the Agricultural Commodities Agreement on December 28, 1960, and to the accompanying exchange of notes, as amended, and to accept your proposal that this Agreement be amended as follows:

1. To provide for additional financing by the Government of the United States of America of the following commodities and ocean transportation:

<i>Commodity</i>	<i>Export Market Value</i>
Cotton	\$15,400,000
Ocean transportation (est.)	600,000
Total	\$16,000,000

2. To provide that Korean hwan accruing to the Government of the United States of America as a consequence of sales made pursuant to this agreement will be used by the Government of the United States of America as follows:

- (a) For payment of United States expenditures in the Republic of Korea under subsection (a), (b), (f) and (h) through (r) of Section 104 of the Agricultural Trade Development and Assistance Act, as amended (hereinafter referred to as the Act), or under any of such subsections, the Korean hwan equivalent of U.S. \$1,600,000. This increases the total amount indicated in paragraph 1 of Article II of the Agreement to the Korean hwan equivalent of U.S. \$5,110,000.

- (b) For loans to be made by the Export-Import Bank of Washington under subsection 104(e) of the Act and for administrative expenses of the Export-Import Bank of Washington in the Republic of Korea incident thereto, the Korean hwan equivalent of U.S. \$352,000. This increases the total amount indicated in paragraph 2 of Article II of the Agreement to the Korean hwan equivalent of U.S. \$1,122,000.
- (c) For procurement of military equipment, materials, facilities and services in accordance with subsection 104(c) of the Act, as mutually agreed upon by the two Governments, the Korean hwan equivalent to U.S. \$14,048,000. This increases the total amount indicated in paragraph 3 of Article II of the Agreement to the Korean hwan equivalent of U.S. \$44,868,000.

It is understood that in the event the total of Korean hwan accruing to the Government of the United States of America as a consequence of sales made pursuant to the Agreement and this supplement is less than the Korean hwan equivalent of U.S. \$51,100,000, the amount available for expenditures under subsection 104(c) of the Act will be reduced by the amount of such difference; to the extent the total exceeds the equivalent of U.S. \$51,100,000, 87.8 percent of the excess will be available for uses under subsection 104(c), 2.2 percent for loans under subsection 104(e), and 10 percent for any use or uses authorized by Section 104 of the Act as the Government of the United States of America may determine.

It is further understood that in the notes of December 28, 1960 relating to the conversion of Korean hwan into other currencies "U.S. \$702,000" is deleted and "U.S. \$1,022,000" is substituted therefor.

Application for purchase authorizations will be made within 90 calendar days of the effective date of this supplementary Agreement.

Except as otherwise provided herein, the pertinent provisions of the Agreement of December 28, 1960 and the accompanying exchange of notes as amended shall apply to this Agreement.

I have the honor to assure you that the Government of the Republic of Korea concurs in the foregoing and to confirm that your note and this reply concerning therein shall constitute an agreement between our two Governments on this matter to enter into force on the date of the present note.

Accept, Mr. Chargé d'Affaires, the renewed assurances of my highest consideration.

CHU Yo-HAN

Mr. MARSHALL GREEN  
*Chargé d'Affaires ad interim*  
*American Embassy*  
*Seoul*

# BURMA

## Surplus Agricultural Commodities

*Agreement amending the agreement of May 27, 1958, as amended.*

*Effectuated by exchange of notes*

*Signed at Rangoon June 1, 1961;*

*Entered into force June 1, 1961.*

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*The American Chargé d'Affaires ad interim to the Executive Secretary,  
the Burmese Foreign Office*

No. 770

RANGOON, June 1, 1961.

SIR:

I have the honor to refer to the Agricultural Commodities Agreement entered into by our two Governments on May 27, 1958, as amended,[<sup>1</sup>] pursuant to Title I of the Agricultural Trade Development and Assistance Act,[<sup>2</sup>] as amended (hereinafter referred to as the Act), and to propose that Article II of the Agreement be amended to redesignate the authorized United States uses of kyats accruing under the Agreement by citation to the appropriate subsections of Section 104 of the Act, in accordance with current practice, instead of by repeating the language of the appropriate subsections, and to add to these authorized uses the additional uses provided for under subsections (k) through (r) of Section 104. To accomplish these purposes, it is proposed that the present paragraph 1(a) of Article II of the Agreement be deleted and that there be substituted therefor the following:

"For United States expenditures under subsections (a), (f), (h), (i), and (k) through (r) of Section 104 of the Act, or under any of such subsections, the kyat equivalent of \$2.8 million."

It is further proposed that the present paragraph 1(b) of Article II of the Agreement be deleted and that there be substituted therefor the following:

"For United States expenditures under subsection (j) of Section 104 of the Act, an amount not to exceed the kyat equivalent of \$0.75 million."

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<sup>1</sup> TIAS 4036, 4229, 4587; 9 UST 576; 10 UST 957; 11 UST 2184.

<sup>2</sup> 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

All other provisions of the Agreement of May 27, 1958, as amended, are to remain unchanged.

I have the honor to propose that, if the foregoing is acceptable to your Government, this Note together with your affirmative reply shall constitute an Agreement between our two Governments on this matter to enter into force on the date of your Note in reply.

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

TERRY B. SANDERS, Jr.

*Charge d'Affaires ad interim*

THIRI PYANCHI U SOE TIN,  
*Executive Secretary,*  
*Foreign Office,*  
*Rangoon.*

*The Executive Secretary, the Burmese Foreign Office, to the  
American Charge d'Affaires ad interim*

FOREIGN OFFICE

No. USAE 188/Nya.

JUNE 1, 1961.

SIR,

I have the honour to acknowledge the receipt of your Note of to-day's date which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement entered into by our two Governments on May 27, 1958, as amended, pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended, (hereinafter referred to as the Act), and to propose that Article II of the Agreement be amended to redesignate the authorized United States uses of kyats accruing under the Agreement by citation to the appropriate subsections of Section 104 of the Act, in accordance with current practice, instead of by repeating the language of the appropriate subsections, and to add to these authorized uses the additional uses provided for under Subsections (k) through (r) of Section 104. To accomplish these purposes, it is proposed that the present paragraph 1(a) of Article II of the Agreement be deleted and that there be substituted therefor the following:

"For United States expenditures under subsections (a), (f), (h), (i), and (k) through (r) of Section 104 of the Act, or under any of such subsections, the kyat equivalent of \$2.8 million."

It is further proposed that the present paragraph 1(b) of Article II of the Agreement be deleted and that there be substituted therefor the following:

"For United States expenditures under subsection (j) of Section 104 of the Act, an amount not to exceed the kyat equivalent of \$0.75 million."

All other provisions of the Agreement of May 27, 1958, as amended, are to remain unchanged.

I have the honor to propose that, if the foregoing is acceptable to your Government, this Note together with your affirmative reply shall constitute an Agreement between our two Governments on this matter to enter into force on the date of your Note in reply."

I have the honour to inform you that the proposal is acceptable to my Government. Accordingly, your Note and the present reply will constitute an agreement between our two Governments effective from to-day's date.

Please accept, Sir, the renewed assurances of my high consideration.

SOE TIN

(Soe Tin)  
*Executive Secretary.*

Mr. TERRY B. SANDERS, Jr.  
*Charge d'Affaires ad interim,*  
*Embassy of the United States of America,*  
*Rangoon.*

# SIERRA LEONE

## **Guaranty of Private Investments**

*Agreement effected by exchange of notes  
Signed at Freetown May 16 and 19, 1961;  
Entered into force May 19, 1961.*

*The American Chargé d'Affaires ad interim to the Sierra Leonean  
Minister of External Affairs*

No. 2

FREETOWN, May 16, 1961

EXCELLENCY:

I have the honor to refer to conversations which have recently taken place between representatives of our two Governments relating to guaranties authorized by Section 413(b) (4) of the Mutual Security Act of 1954,[<sup>1</sup>] as amended. I also have the honor to confirm the following understandings reached as a result of these conversations:

1. The Governments of the United States of America and of Sierra Leone will, upon the request of either of them, consult respecting projects in Sierra Leone undertaken or proposed by nationals of the United States of America with respect to which guaranties under Section 413(b) (4) of the Mutual Security Act of 1954, as amended, have been made or are under consideration.
2. The Government of the United States of America agrees that it will issue no guaranty with respect to any project unless it is approved by the Government of Sierra Leone.
3. With respect to such guaranties extending to projects which are approved by the Government of Sierra Leone in accordance with the provisions of the aforementioned Section 413(b) (4), the Government of Sierra Leone agrees:
  - (a) That if the Government of the United States of America makes payment in United States dollars to any person under any such guaranty, the Government of Sierra Leone shall recognize the transfer to the Government of the United States of America of any currency, credits, assets, or investment on account of which such payment is made, and the subrogation of the Government

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<sup>1</sup> 68 Stat. 847; 22 U.S.C. § 1933(b) (4).

- of the United States of America to any right, title, claim or cause of action existing in connection therewith;
- (b) That amounts in pounds sterling or credits in pounds sterling acquired by the Government of the United States of America pursuant to such guaranties shall be accorded treatment not less favorable than that accorded to private funds arising from transactions of United States nationals which are comparable to the transactions covered by such guaranties, and that such amounts in pounds sterling or credits in pounds sterling shall be freely available to the Government of the United States of America for administrative expenses;
- (c) That any claim against the Government of Sierra Leone to which the Government of the United States of America may be subrogated as a result of any payment under such a guaranty, shall be the subject of direct negotiations between the two Governments. If within a reasonable period, they are unable to settle the claim by agreement, it shall be referred for final and binding determination to a sole arbitrator selected by mutual agreement. If the Governments are unable, within a period of three months, to agree upon such selection, the arbitrator shall be one who may be designated by the President of the International Court of Justice at the request of either Government;
- (d) That if the Government of the United States of America issues guaranties to cover losses by reason of war with respect to investments in Sierra Leone, nationals of the United States of America to whom such guaranties have been issued, shall be accorded by the Government of Sierra Leone treatment not less favorable than the most favorable treatment accorded, in like circumstances, to nationals of Sierra Leone or nationals of third countries, with reference to any reimbursement, compensation, indemnification, or any other payment, including the distribution of reparations received from enemy countries, that the Government of Sierra Leone may make or pay for losses incurred by reason of war; if the Government of the United States of America makes payment in U.S. dollars to any national of the United States of America under a guaranty against losses by reason of war, the Government of Sierra Leone shall recognize the transfer to the Government of the United States of America of any right, privilege, or interest, or any part thereof, that such nationals may be granted or become entitled to as a result of the aforementioned treatment by the Government of Sierra Leone;
- (e) That the aforementioned subparagraph (c) with respect to the arbitration of claims shall not be applicable to the type of guaranties against losses by reason of war provided for in subparagraph (d).

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Sierra Leone, the Government of the United States of America will consider that this note and your reply thereto constitute an agreement between our two Governments on this subject, the agreement to enter into force on the date of your note in reply.

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

H. REINER, Jr.  
*Charge d'Affaires ad interim*

His Excellency

Dr. JOHN KAREFA-SMART,  
*Minister of External Affairs,*  
*Freetown.*

*The Sierra Leonean Minister of External Affairs to the American  
Chargé d'Affaires ad interim*

*In case of reply the number and  
date of this letter should be quoted*

THE MINISTRY OF EXTERNAL AFFAIRS,  
FREETOWN,  
SIERRA LEONE.  
No. 15393/9.  
19th May, 1961.

**U.S. INVESTMENT GUARANTEE PROGRAMME.**

I have the honour to refer to your memorandum dated 16th May 1961, on the above subject, and confirm that the provisions in paragraph 3 (a)-(e) of the note are acceptable to the Government of Sierra Leone. It is therefore agreed that your note and this reply constitute an agreement between our two Governments on this subject, with effect from the above-mentioned date.

Accept, Sir, the assurances of my highest consideration.

JOHN KAREFA-SMART  
(John Karefa-Smart)  
*Minister for External Affairs.*

THE CHARGE D'AFFAIRS AD INTERIM,  
U.S. Embassy,  
Freetown.

# CHILE

## Reactivation of Temporary Tracking Station in Magallanes Province

*Agreement effected by exchange of notes  
Dated at Santiago April 21 and May 10, 1961;  
Entered into force May 10, 1961.*

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*The American Embassy to the Chilean Ministry of Foreign Relations*

No. 309

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Relations and has the honor to refer to the exchange of notes between the Embassy and the Ministry of Foreign Relations (Embassy Note No. 247 of March 9, 1960 and Ministry's Note No. 04069 of March 28, 1960; [<sup>1</sup>] and Embassy Note No. 124 of November 2, 1960 and Ministry's Note No. 15350 of November 12, 1960) [<sup>1</sup>] concerning the operation of a temporary satellite tracking facility in Magallanes Province by the United States Air Force during April, May and June 1960 and November 7, 1960 through January 31, 1961.

The Embassy has the further honor to inform the Ministry that the United States Government now desires to reactivate this facility and operate it during the period April 21, 1961, or as shortly thereafter as possible, through October 31, 1961, by the United States Air Force in order to continue further progress in the development of an extremely accurate navigational satellite. Consequently, the Embassy wishes to request the Government of Chile to grant the necessary permission for the United States Air Force to re-establish and to operate the temporary satellite tracking facility in Magallanes Province during the further period of time stipulated above, on the same basis, and under the same arrangements which previously governed the operation of the former temporary satellite tracking facility.

If the permission is granted the necessary equipment for this station consisting of the usual instrumented trailer van and a mobile 28-foot antenna would be transported to Chile by air. The Air Attaché of this Embassy will be pleased to work out all the necessary administrative

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<sup>1</sup> TIAS 4627; 11 UST 2439ff.

details with the appropriate officers of the Chilean Air Force and other Chilean government agencies to obtain the necessary clearance for four additional Radio Corporation of America contract employees as well as the necessary flight clearances for two C-124 aircraft required to airlift the above equipment to Chile. The United States Air Force may also find it necessary to request technical assistance from the Chilean Air Force in providing aircraft for airborne checks of tracking instrumentation and aid in arranging contracts with private Chilean firms for installing the tracking station. The Embassy further wishes to request permission for the entry of an advance party consisting of one United States Air Force Officer and one Civil Aeronautics contract employee to prepare the establishment of the temporary satellite tracking facility. In view of the urgency of the foregoing, the Embassy would appreciate it if such permission could be granted as soon as possible.

It is the belief of the United States Government that cooperation between the Governments of the United States and Chile on the project will accrue to the mutual benefit of both nations.

The Embassy takes this opportunity to renew to the Ministry the assurances of its highest and most distinguished consideration.

WILLIAM L. KRIEG

EMBASSY OF THE UNITED STATES OF AMERICA,  
Santiago, April 21, 1961.

*The Chilean Ministry of Foreign Relations to the American Embassy*

REPÚBLICA DE CHILE  
MINISTERIO DE RELACIONES EXTERIORES

DP  
ap  
Nº 06184

El Ministerio de Relaciones Exteriores saluda muy atentamente a la Embajada de los Estados Unidos de América y tiene el honor de referirse a su atenta Nota Nº 309, de 21 de abril, mediante la cual se sirve solicitar el correspondiente permiso para que la Fuerza Aérea de su país pueda volver a establecer la Estación provisoria detectora de satélites, que tuvo en la Provincia de Magallanes entre el 17 de noviembre de 1960 y el 31 de enero último.

Sobre este particular, el Ministerio de Relaciones Exteriores tiene el agrado de manifestar a esa Misión Diplomática que no existe inconveniente alguno para conceder la autorización solicitada, bajo las mismas condiciones que regían el funcionamiento de la anterior instalación provisoria.

El Ministerio de Relaciones Exteriores aprovecha la oportunidad para reiterar a la Embajada de los Estados Unidos de América las seguridades de su más alta y distinguida consideración.

*[Handwritten signature]*

SANTIAGO, 10 May 1961

*Translation*

REPUBLIC OF CHILE  
MINISTRY OF FOREIGN RELATIONS

DP  
ap  
No. 06184

The Ministry 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. 809 of April 21 requesting permission for the United States Air Force to re-establish the temporary satellite tracking facility it had in Magallanes Province between November 17, 1960 and January 31, 1961.

In this connection, the Ministry of Foreign Relations takes pleasure in informing the Embassy that there is no objection to granting such authorization under the same arrangements that governed the operation of the former temporary facility.

The Ministry of Foreign Relations avails itself of the opportunity to renew to the Embassy of the United States of America the assurances of its highest and most distinguished consideration.

[Initialed]

SANTIAGO, May 19, 1961

# DENMARK

## Mutual Defense Assistance: Shipbuilding Program for Danish Navy

*Agreement supplementing the agreement of May 8, 1959.*

*Effectuated by exchange of notes*

*Signed at Copenhagen May 17, 1961;*

*Entered into force May 17, 1961.*

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*The American Ambassador to the Danish Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Copenhagen, May 17, 1961.*

No. 334

EXCELLENCY:

I have the honor to refer to recent discussions between representatives of our two Governments regarding increased contributions to the mutually financed shipbuilding program for the Danish Navy provided for by the exchange of notes dated May 8, 1959,<sup>[1]</sup> and to confirm the following understanding on this subject:

To the total cost of the construction program estimated at \$42.3 million as stated in paragraph number 3 of the above-mentioned agreement shall be added the amount of \$6.6 million which will be shared equally by the Governments of Denmark and the United States of America. The United States share of this additional amount is subject, however, to the conclusion by or before June 30, 1961, of supplementary arrangements covering the specific vessels involved. The additional amount is to cover construction in Denmark of additional naval vessels in numbers and types specified in an arrangement between representatives of our two Governments amending the supplementary memorandum referred to in the Agreement effected by an exchange of notes of May 8, 1959. In carrying out this additional shipbuilding program our two Governments will abide by the remaining provisions of the Agreement of May 8, 1959.

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<sup>1</sup> TIAS 4226; 10 UST 939.

I have the honor to propose that if the foregoing is acceptable to Your Excellency's Government, this note and Your Excellency's reply concurring therein shall constitute an Agreement which shall supplement the Agreement effected by exchange of notes of May 8, 1959.

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

WILLIAM McCORMICK BLAIR, Jr.

His Excellency

JENS OTTO KRAG,

*Minister of Foreign Affairs,  
Copenhagen.*

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*The Danish Minister of Foreign Affairs to the American Ambassador*

UDENRIGSMINISTERIET<sup>[1]</sup>

P.J. IV-107. D.1.d.

COPENHAGEN, May 17, 1961.

EXCELLENCY,

I have the honour to refer to your note of to-day's date reading as follows:

"I have the honor to refer to recent discussions between representatives of our two Governments regarding increased contributions to the mutually financed shipbuilding program for the Danish Navy provided for by the exchange of notes dated May 8, 1959, and to confirm the following understanding on this subject:

To the total cost of the construction program estimated at \$42.3 million as stated in paragraph number 3 of the above-mentioned agreement shall be added the amount of \$6.6 million which will be shared equally by the Governments of Denmark and the United States of America. The United States share of this additional amount is subject, however, to the conclusion by or before June 30, 1961, of supplementary arrangements covering the specific vessels involved. The additional amount is to cover construction in Denmark of additional naval vessels in numbers and types specified in an arrangement between representatives of our two Governments amending the supplementary memorandum referred to in the Agreement effected by an exchange of notes of May 8, 1959. In carrying out this additional shipbuilding program our two Governments will abide by the remaining provisions of the Agreement of May 8, 1959.

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<sup>[1]</sup> Ministry for Foreign Affairs.

I have the honor to propose that if the foregoing is acceptable to Your Excellency's Government, this note and Your Excellency's reply concurring therein shall constitute an Agreement which shall supplement the Agreement effected by exchange of notes of May 8, 1959."

In reply thereto I have the honour to inform you that the Danish Government is in agreement with the foregoing proposal, and that your note and this reply shall be regarded as constituting an Agreement between our two Governments which shall supplement the Agreement effected by exchange of notes of May 8, 1959.

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

J. O. KRAG.

His Excellency

Mr. W. McCORMICK BLAIR,  
*Ambassador of the United States of America,*  
*Copenhagen.*

# UNITED ARAB REPUBLIC

## Surplus Agricultural Commodities [<sup>1</sup>]

*Agreement amending the agreement of August 1, 1960, as amended.*

*Effectuated by exchange of notes*

*Signed at Cairo May 27, 1961;*

*Entered into force May 27, 1961.*

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*The American Chargé d'Affaires ad interim to the Minister of  
Economy of the United Arab Republic*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Cairo, May 27, 1961.*

**EXCELLENCY:**

I have the honor to refer to the Agricultural Commodities Agreement of August 1, 1960, as amended January 16, 1961, and February 13, 1961,[<sup>2</sup>] between the Government of the United States of America and the Government of the United Arab Republic.

The Government of the United States of America, in response to the request of the Government of the United Arab Republic, proposes further to amend Article I of the Agreement by deleting the export market value of wheat and wheat flour amounting to "\$51.8 million" and substituting therefor "\$63.2 million"; by deleting the amount "\$6.6 million" for ocean transportation and substituting therefor "\$8.2 million"; and by deleting the total amount "\$62.8 million" and substituting therefor "\$75.8 million."

It is also proposed that Article II of the Agreement be further amended as follows:

- 1) In paragraph 1(A) change "\$12.6 million" to "\$15.1 million."
- 2) In paragraph 1(B) change "\$9.4 million" to "\$11.4 million."
- 3) In paragraph 1(C) change "\$31.4 million" to "\$37.9 million."
- 4) In paragraph 1(D) change "\$9.4 million" to "\$11.4 million."
- 5) In paragraph 2 change "\$62.8 million" wherever it occurs to "\$75.8 million."

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<sup>1</sup> Also TIAS 4790, 4844; *post*, pp. 883, 1240.

<sup>2</sup> TIAS 4542, 4674, 4684; 11 UST 1981; *ante*, pp. 56, 127.

Further, it is proposed to amend the related notes exchanged August 1, 1960, as amended January 16, 1961, as follows: In the first paragraph of the note on usual marketing requirements, change the phrase "\$58.2 million of wheat and wheat flour" to "\$75.8 million of wheat and wheat flour and other commodities"; in the second paragraph of this note change "440,000 metric tons" to "100,000 metric tons"; and in the same paragraph delete the sentence reading: "This quantity will include 140,000 metric tons of wheat or wheat flour in wheat equivalent chargeable to the usual marketing requirement of the July 29, 1959 Agricultural Commodities Agreement."<sup>[1]</sup> Change paragraph (1) of the second note to read: "For purposes of Sections 104(a), 104(h) and 104(k) of the Agricultural Trade Development and Assistance Act,<sup>[2]</sup> as amended, the Government of the United Arab Republic will provide, upon request of the Government of the United States of America, facilities for the conversion into other non-dollar currencies of up to \$2,250,000 of Egyptian pounds. These facilities for conversion will be utilized by the Government of the United States of America in securing up to \$1,000,000 in funds to finance agricultural market development activities in other countries and up to \$1,250,000 in funds to finance programs of educational exchange and programs of cultural and scientific cooperation in other countries.

Except as provided herein the provisions of the Agreement of August 1, 1960 as amended, shall remain unchanged.

If the foregoing is acceptable to Your Excellency's Government, it is proposed that this note together with Your Excellency's affirmative reply shall constitute an Agreement between our two Governments on this matter to enter into force on the date of Your Excellency's note in reply.

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

NORBERT L. ANSCHUETZ

His Excellency

ABDEL MONEIM EL-KAISOUNI,  
Minister of Economy  
of the United Arab Republic,  
Cairo.

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<sup>1</sup> TIAS 4283; 10 UST 1386.

<sup>2</sup> 68 Stat. 456; 7 U.S.C. § 1704.

*The Minister of Economy of the United Arab Republic to the  
American Chargé d'Affaires ad interim*

UNITED ARAB REPUBLIC  
CENTRAL MINISTRY OF ECONOMY

OFFICE OF THE MINISTER

CAIRO, May 27, 1961.

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of May 27, 1961 which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement of August 1, 1960, as amended January 16, 1961 and February 13, 1961, between the Government of the United States of America and the Government of the United Arab Republic.

The Government of the United States of America, in response to the request of the Government of the United Arab Republic, proposes further to amend Article I of the Agreement by deleting the export market value of wheat and wheat flour amounting to "\$51.8 million" and substituting therefor "\$63.2 million"; by deleting the amount "\$6.6 million" for ocean transportation and substituting therefor "\$8.2 million"; and by deleting the total amount "\$62.8 million" and substituting therefor "\$75.8 million."

It is also proposed that Article II of the Agreement be further amended as follows:

- 1) In paragraph 1(A) change "\$12.6 million" to "\$15.1 million."
- 2) In paragraph 1(B) change "\$9.4 million" to "\$11.4 million."
- 3) In paragraph 1(C) change "\$31.4 million" to "\$37.9 million."
- 4) In paragraph 1(D) change "\$9.4 million" to "\$11.4 million."
- 5) In paragraph 2 change "\$62.8 million" wherever it occurs to "\$75.8 million."

Further, it is proposed to amend the related notes exchanged August 1, 1960, as amended January 16, 1961, as follows: In the first paragraph of the note on usual marketing requirements, change the phrase "\$58.2 million of wheat and wheat flour" to "\$75.8 million of wheat and wheat flour and other commodities"; in the second paragraph of this note change "440,000 metric tons" to "100,000 metric tons"; and in the same paragraph delete the sentence reading: "This quantity will include 140,000 metric tons of wheat or wheat flour in wheat equivalent chargeable to the usual marketing requirement of the July 29, 1959 Agricultural Commodities Agreement." Change paragraph (1) of the second note to read: "For purposes of Sections 104(a), 104(h) and 104(k) of the Agricultural Trade Development and Assistance Act, as amended, the Government of the United Arab

Republic will provide, upon request of the Government of the United States of America, facilities for the conversion into other non-dollar currencies of up to \$2,250,000 of Egyptian pounds. These facilities for conversion will be utilized by the Government of the United States of America in securing up to \$1,000,000 in funds to finance agricultural market development activities in other countries and up to \$1,250,000 in funds to finance programs of educational exchange and programs of cultural and scientific cooperation in other countries.

Except as provided herein the provisions of the Agreement of August 1, 1960 as amended, shall remain unchanged.

If the foregoing is acceptable to Your Excellency's Government, it is proposed that this note together with Your Excellency's affirmative reply shall constitute an Agreement between our two Governments on this matter to enter into force on the date of Your Excellency's note in reply.”.

I have the honor to inform Your Excellency that the terms of the foregoing note are acceptable to the Government of the United Arab Republic and that the Government of the United Arab Republic considers Your Excellency's note and the present reply as constituting an agreement between our two Governments on this subject, the agreement to enter into force on today's date.

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

EL KAISSOUNI

His Excellency

NORBERT L. ANSCHUETZ

*Charge d'Affaires, ad interim  
of the United States of America,  
Cairo.*

# INTER-AMERICAN DEVELOPMENT BANK

## Social Progress Trust Fund Agreement

*Signed at Washington June 19, 1961;  
Entered into force June 19, 1961.  
With exchange of notes.*

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### SOCIAL PROGRESS TRUST FUND AGREEMENT

Agreement dated this nineteenth day of June, 1961, between the Government of the United States of America (United States) and the Inter-American Development Bank (hereinafter sometimes called the Bank), to entrust to the Bank the administration of the Social Progress Trust Fund, constituted from part of the Special Inter-American Fund for Social Progress.

#### PREAMBLE

WHEREAS the President and the Congress of the United States have endorsed the establishment of a cooperative program for the social progress of the American Republics, complementing measures directed toward accelerated economic growth, and based on the determination of the respective countries to contribute their own efforts and resources in a manner conducive to achieving the purposes of the program;

WHEREAS the representatives of the American Republics, considering it advisable to adopt measures for social improvement and economic development within the framework of Operation Pan America, recognized in the Act of Bogota of September 12, 1960,[<sup>1</sup>] that the preservation and strengthening of free and democratic institutions in the American Republics require the acceleration of social and economic progress in Latin America adequate to meet the legitimate aspirations of the peoples of the Americas for a better life and to provide them the fullest opportunity to improve their status and recognize further that the magnitude of the problems involved will require maximum self-help efforts on the part of the American Republics and, in many cases, the improvement of existing institutions and practices, particularly in the fields of ownership and use of land, education and training, health and housing, and taxation and other aspects of the mobilization of domestic resources;

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<sup>1</sup> Department of State Bulletin, Oct. 3, 1960, p. 537.

WHEREAS in the Act of Bogota the representatives of the American Republics welcomed the decision of the Government of the United States to establish a Special Inter-American Fund for Social Progress with the Inter-American Development Bank to become the primary mechanism for the administration of such a fund;

WHEREAS the United States has now established the aforesaid Fund to assist in carrying out its declared aims for social improvement in the Latin American Republics and thereby contribute towards fulfilling the purposes of the Act of Bogota;

AND WHEREAS the Inter-American Development Bank has determined that the administration of a trust fund for these purposes by the Bank would be consistent with the provisions of the Agreement Establishing the Bank<sup>[1]</sup> and would strengthen the efforts of the Bank to foster greater social progress and balanced economic growth.

Now THEREFORE, the Parties hereto agree as follows:

#### ARTICLE I

##### *Establishment and Purposes of the Social Progress Trust Fund*

Section 1.01. There is hereby established the Social Progress Trust Fund (hereinafter called the Fund), constituted by monies transferred to the Fund from time to time by the United States and by any other accruals thereto, pursuant to Article III of this Agreement, to be held in trust and administered by the Bank in accordance with the terms of this Agreement.

Section 1.02. The Bank is hereby designated Administrator of the Fund. The term Administrator will hereinafter be used to refer to the Bank acting in that capacity.

Section 1.03. The purpose of the Fund shall be to provide capital resources and technical assistance on flexible terms and conditions, including repayment in local currency and the relending of repaid funds and interest, in accordance with appropriate and selective criteria in the light of the resources available, to support the efforts of the Latin American countries that are prepared to initiate or expand effective institutional improvements and to adopt measures to employ efficiently their own resources with a view to achieving greater social progress and more balanced economic growth.

Section 1.04. Consistent with the foregoing purpose, the Administrator shall utilize the resources of the Fund to make loans for projects or programs designed to achieve improved conditions in the countries concerned in the fields of:

(a) land settlement and improved land use, including access and feeder roads, assistance to agricultural credit institutions, assistance to supervised credit and agricultural extension, and development of storage and marketing facilities, provided that the resources of the Fund shall not be used for the purchase of agricultural land;

<sup>1</sup> TIAS 4397; 10 UST 3029.

(b) housing for low income groups, through assistance to self-help housing and to institutions providing long-term housing finance and engaged in mobilizing domestic resources for this purpose;

(c) community water supply and sanitation facilities;

(d) such supplementary financing of facilities for advanced education and training related to economic and social development as may be agreed upon from time to time between the United States and the Administrator.

Section 1.05. In addition, the Administrator shall utilize the resources of the Fund to provide technical assistance related to projects in the fields set forth in Section 1.04, and technical assistance related to the mobilizing of domestic financial resources and the strengthening of financial institutions.

Section 1.06. The Fund and its assets and accounts shall be kept separate and apart from all other assets and accounts of the Bank.

## ARTICLE II

### *Criteria for the Administration of the Fund*

Section 2.01. In considering applications for loans and for technical assistance, the Administrator shall be guided by the following criteria:

(a) Consideration shall continuously be given to the institutional improvements which a country is initiating or expanding consistent with Article I, Section 1.03, of this Agreement. Accordingly, assistance shall be made available to those projects or programs which are related to effective self-help measures in countries which demonstrate their determination to achieve the purposes there set forth, and a willingness to employ their own resources efficiently to the end of meeting social needs and strengthening economic development. Special consideration shall be given to proposals which are part of a soundly conceived national development program, taking into account the review and analysis of social and economic progress and problems in each country undertaken at the annual consultative meetings of the Inter-American Economic and Social Council.

(b) Before acting favorably on a loan request, the Administrator shall be satisfied that measures necessary and appropriate for the success of the particular project or program have been or will be undertaken.

(c) Loan requests shall be granted only for projects or programs in which the applicant bears an appropriate share of the total costs. Loans may be granted to cover the total cost of a specific project, provided such project is an integral part of an expanding program in the same field financed to an appropriate extent by the applicant. The Administrator shall also be satisfied that the borrower or another appropriate entity is prepared to assume the costs of the continued support of the project or program, including the costs of maintenance

and operation of any structure, installation and equipment connected therewith.

(d) Before committing resources of the Fund to any project or program, the Administrator shall take into account whether the financial and/or technical assistance required can be obtained from national or international agencies or from private sources on terms which, in the opinion of the Administrator, are reasonable for the recipient, considering all pertinent factors.

### ARTICLE III

#### *Resources of the Fund*

Section 3.01. The United States undertakes to contribute to the Fund out of monies appropriated by the United States Congress which may be available for this purpose.

Section 3.02. The Administrator shall be entitled to make commitments on behalf of the Fund in an amount of \$394,000,000, which may be increased by mutual agreement.

Section 3.03. The United States contributions will be made available to the Administrator from time to time as needed to meet disbursement from the Fund.

Section 3.04. All monies received in repayment of loans made out of the Fund or by way of interest or by way of other accruals thereto shall be held by the Administrator as part of the resources of the Fund and be available for use in accordance with this Agreement.

### ARTICLE IV

#### *Operations of the Fund*

Section 4.01. Whenever assistance from the Fund is requested, the applicant shall be required to furnish the Administrator such information as may be necessary or desirable to enable the Administrator to determine whether favorable consideration of the application would further the purposes specified in Article I, Section 1.04, of this Agreement. The borrower shall also be required to supply the Administrator such additional information as the Administrator may reasonably request at any time during the course of the operation.

Section 4.02. Capital resources of the Fund shall be provided by the Administrator under such flexible terms and conditions of repayment as it is determined are best suited to carry out the purposes set forth in Article I, Sections 1.03 and 1.04, of this Agreement. The resources of the Fund shall not be loaned or reloaned at interest rates which the Administrator considers to be excessive or which are higher than the legal rate of interest of the country in which the loan is made.

Section 4.03. Upon request, technical assistance may be provided by the Administrator on a loan, grant or reimbursable basis, for the

preparation, financing, and execution of plans and projects for carrying out the purposes set forth in Article I, Sections 1.04 and 1.05, of this Agreement.

Section 4.04. Loans may be made to national governments, government institutions and agencies, to local and municipal governments and to private borrowers within an eligible country, including cooperatives and organizations affiliated with or sponsored by labor unions. The provisions of Article III, Section 7(b), of the Agreement Establishing the Bank shall be followed in applying this Agreement.

Section 4.05. Except as may be otherwise agreed between the United States and the Administrator, no financing or technical assistance shall be extended from the Fund to the government or any government agency of, or to any individual, partnership, association, corporation or other entity in, any country which was not a member of the Bank as of September 12, 1960, or which is being subjected to economic or diplomatic sanctions by the Organization of American States. Moreover, no part of the Fund shall be used for the purchase of goods or services originating in any such country.

Section 4.06. United States dollar funds made available under this Agreement shall be used for the purchase of goods or services from the United States or for the acquisition of goods or services of local origin in the country where the assistance is received. However, subject to the provisions of Section 4.05 of this Agreement, the Administrator may authorize the use of such funds for the acquisition of goods or services produced in other countries which are members of the Bank if such transaction would be advantageous to the borrower.

Section 4.07. Loans made from the Fund may be made repayable in whole or in part, as to both principal and interest, in the currency of the borrower. All loans of dollars shall be denominated in dollars and, to the extent that servicing is called for in a non-dollar currency, the loan contract shall oblige the borrower to make payments of interest and payments of principal in such amount in the case of each payment as is required by provisions in the contract deemed by the Administrator to be appropriate to insure that the payment is equivalent in value to the dollar denominated amount due.

Section 4.08. Whenever any part of a loan is made repayable in the currency of the borrower, the Administrator shall require that the country of the borrower agree that its currency received by the Fund may be used by the Fund or by any recipient from the Fund, without restriction by the country, to make payments for goods and services produced in the territory of the country for use in furtherance of the purposes of the Fund in any country eligible for assistance from the Fund.

Section 4.09. Currencies held by the Administrator in the resources of the Fund shall not be used to purchase other currencies for making loans.

Section 4.10. Decisions relating to the Fund shall be reached by the Administrator in accordance with the provisions of Article IV, Section 9, of the Agreement Establishing the Bank.

## ARTICLE V

### *The Administrator*

Section 5.01. In the administration of the Fund, cooperation shall be maintained with national and international organizations, both public and private, operating in the field of social development, and particularly with agencies of the United States administering other portions of the Special Inter-American Fund for Social Development.

Section 5.02. The Bank shall exercise the same care in the discharge of its functions under this Agreement as it exercises with respect to the administration and management of its own affairs.

Section 5.03. The Administrator shall receive no compensation other than reimbursement for expenses incurred because of services rendered under this Agreement, which will be computed in accordance with the plan set forth in Annex A hereto.

Section 5.04. The Bank shall include in its annual and quarterly reports a separate section containing appropriate information with respect to the receipts and disbursements of, and balances in, the Fund. In addition, within sixty days after the close of each annual accounting period the Administrator shall issue a detailed report containing appropriate information with respect to operations of the Fund, the progress of the projects for which disbursements were made and other matters relating to the Fund, including a factual presentation of the measures being taken in the borrowing countries to accomplish the objectives stated in Section 1 of the Act of Bogota. Observations which the United States may desire to make to the Administrator upon any such annual report shall be presented as promptly as possible and ordinarily within the annual accounting period in which the report is received.

## ARTICLE VI

### *Revision and Termination*

Section 6.01. Following each annual report made by the Administrator under Article V, Section 5.04, hereof, either Party may propose revision of the terms of this Agreement.

Section 6.02. If at any time it appears to the Administrator or to the United States that the Fund is no longer necessary or that the purposes of the Fund can no longer be appropriately or effectively carried out, the Parties hereto shall forthwith consult with one another concerning the measures to be taken. If a decision to terminate the Agreement is reached, or if no decision is reached within thirty days,

or if pursuant to Article X of the Agreement Establishing the Bank, the Bank suspends or terminates its operations, then the operations of the Fund shall cease and its liquidation shall be commenced upon the election of either Party unless both Parties agree on another course of action.

Section 6.03. Any assets remaining in the Fund at the time of termination, including outstanding loans, shall revert to the United States upon the settlement of all accounts due and payable from the Fund.

## ARTICLE VII

### *Entry Into Force*

Section 7.01. This Agreement shall enter into force on the date hereof.

## ARTICLE VIII

### *Title*

Section 8.01. This Agreement may be cited as "Social Progress Trust Fund Agreement."

Done at the city of Washington in the District of Columbia, this nineteenth day of June, 1961, in two equally authentic originals.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

JOHN F. KENNEDY

FOR THE INTER-AMERICAN DEVELOPMENT BANK:

F HERRERA

## ANNEX A

1. The Fund shall be charged for the salary costs of time which is spent on work for the Fund by the professional staff of the Office of Special Operations of the Administrator and by the professional staff, exclusive of division heads and assistant division heads, of the Loan, Technical Assistance, Economics, and Legal Divisions of the Administrator.
2. The Fund shall be charged for all other expenses clearly identifiable as having been incurred by the Administrator in the Fund's behalf, e.g., staff travel and consultants' costs.
3. For each dollar of the professional salary costs charged to the

Fund pursuant to paragraph 1 above, the Fund shall be charged an additional \$1.80, representing the Fund's share of indirect and overhead expenses other than those specified in paragraph 4 hereof. The amount specified herein shall, at the request of either Party, be subject to adjustment at the end of each annual accounting period of the Administrator.

4. No charge shall be made to the Fund for costs of the Annual Meeting of the Board of Governors; for the Offices of the Executive Directors; for services of persons in the Offices of the President and the Executive Vice President; for the salaries of the heads and assistant heads of the Divisions referred to in paragraph 1 hereof; or for any part of the expenses incurred by the Bank primarily for its own benefit, such as travel, printing, library, books and periodicals, and for various fees and compensation costs (e.g., fees for actuarial services and for handling the retirement fund).

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*The Secretary of State to the President of the Inter-American Development Bank*

THE SECRETARY OF STATE  
WASHINGTON

*June 19, 1961*

DEAR DR. HERRERA:

I have the honor to refer to the Agreement on the Social Progress Trust Fund between the Government of the United States of America and the Inter-American Development Bank signed today.

It is the view of my government that in accordance with applicable United States statutes at least 50 percentum of the gross tonnage of any equipment, materials and commodities which are financed with funds derived from a disbursement authorized under this Agreement and which are to be transported on ocean vessels, shall be transported on privately owned United States-flag commercial vessels to the extent such vessels are available at fair and reasonable rates for United States-flag vessels.

I should be grateful if you could confirm on behalf of the Inter-American Development Bank that the foregoing will be applied in the administration of the Trust Fund.

For the Government of the United States

DEAN RUSK

Dr. FELIPE HERRERA,  
President,

*Inter-American Development Bank,  
Washington 25, D.C.*

*The President of the Inter-American Development Bank to the  
Secretary of State*

INTER-AMERICAN DEVELOPMENT BANK  
WASHINGTON 25, D.C.

PRESIDENT

CABLE ADDRESS  
INTAMBANC

JUNE 19, 1961

The Honorable  
DEAN RUSK  
*Secretary of State*  
*Department of State*  
*Washington, D.C.*

SIR:

I have the honor to acknowledge the receipt of your note of today's date which reads as follows:

"I have the honor to refer to the Agreement on the Social Progress Trust Fund between the Government of the United States of America and the Inter-American Development Bank signed today.

"It is the view of my government that in accordance with applicable United States statutes at least 50 percentum of the gross tonnage of any equipment, materials and commodities which are financed with funds derived from a disbursement authorized under this Agreement and which are to be transported on ocean vessels, shall be transported on privately owned United States-flag commercial vessels to the extent such vessels are available at fair and reasonable rates for United States-flag vessels.

"I should be grateful if you could confirm on behalf of the Inter-American Development Bank that the foregoing will be applied in the administration of the Trust Fund.

"For the Government of the United States

Dean Rusk"

On behalf of the Inter-American Development Bank I herewith give the confirmation requested.

F HERRERA

Felipe Herrera  
*President*

# ITALY

## Atomic Energy: Cooperation for Mutual Defense Purposes

*Agreement signed at Rome December 3, 1960;  
Entered into force May 24, 1961.*

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### AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF ITALY FOR COOPERATION ON THE USES OF ATOMIC ENERGY FOR MUTUAL DEFENSE PURPOSES

The Government of the United States of America and the Government of Italy,

*Considering* that they have concluded a Mutual Defense Assistance Agreement,[<sup>1</sup>] pursuant to which each Government will make available to the other equipment, materials, services, or other military assistance in accordance with such terms and conditions as may be agreed;

*Considering* that their mutual security and defense require that they be prepared to meet the contingencies of atomic warfare;

*Considering* that they are participating together in an international arrangement pursuant to which they are making substantial and material contributions to their mutual defense and security;

*Recognizing* that their common defense and security will be advanced by the exchange of information concerning atomic energy and by the transfer of certain types of equipment;

*Believing* that such exchange and transfer can be undertaken without risk to the defense and security of either country; and

*Taking into consideration* the United States Atomic Energy Act of 1954,[<sup>2</sup>] as amended, and all the applicable Italian statutes;

Have agreed as follows:

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<sup>1</sup> TIAS 2013; 1 UST 50.

<sup>2</sup> 68 Stat. 919; 42 U.S.C. § 2011 note.

**ARTICLE I*****GENERAL PROVISIONS***

While the United States and Italy are participating in an international arrangement for their mutual defense and security and making substantial and material contributions thereto, each Party will communicate to and exchange with the other Party information and transfer non-nuclear parts of atomic weapons systems involving Restricted Data to the other Party in accordance with the provisions of this Agreement, provided that the communicating or transferring Party determines that such cooperation will promote and will not constitute an unreasonable risk to its defense and security.

**ARTICLE II*****EXCHANGE OF INFORMATION***

Each Party will communicate to or exchange with the other Party such classified information as is jointly determined to be necessary to:

- A. the development of defense plans;
- B. the training of personnel in the employment of and defense against atomic weapons and other military applications of atomic energy;
- C. the evaluation of the capabilities of potential enemies in the employment of atomic weapons and other military applications of atomic energy; and
- D. the development of delivery systems compatible with the atomic weapons which they carry.

**ARTICLE III*****TRANSFER OF NON-NUCLEAR PARTS OF ATOMIC WEAPONS SYSTEMS***

The Government of the United States will transfer to the Government of Italy, subject to terms and conditions to be agreed, non-nuclear parts of atomic weapons systems involving Restricted Data as such parts are jointly determined to be necessary for the purpose of improving Italy's state of training and operational readiness.

**ARTICLE IV*****CONDITIONS***

- A. Cooperation under this Agreement will be carried out by each of the Parties in accordance with its applicable laws.
- B. Under this Agreement there will be no transfer by either Party of atomic weapons, non-nuclear parts of atomic weapons, or special nuclear materials.

C. The information communicated or exchanged, and non-nuclear parts of atomic weapons systems transferred by either Party pursuant to this Agreement shall be used by the recipient Party exclusively for the preparation or implementation of defense plans in the mutual interests of the two countries.

D. Nothing in this Agreement shall preclude the communication or exchange of classified information which is transmissible under other arrangements between the Parties.

## ARTICLE V

### *GUARANTEES*

A. Classified information and non-nuclear parts of atomic weapons systems communicated or transferred pursuant to this Agreement shall be accorded full security protection under applicable security arrangements between the Parties and applicable national legislation and regulations of the Parties. In no case shall either Party maintain security standards for safeguarding classified information, and non-nuclear parts of atomic weapons systems, made available pursuant to this Agreement less restrictive than those set forth in the applicable security arrangements in effect on the date this Agreement comes into force.

B. Classified information communicated or exchanged pursuant to this Agreement will be made available through channels existing or hereafter agreed for the communication or exchange of such information between the Parties.

C. Classified information, communicated or exchanged, and any non-nuclear parts of atomic weapons systems transferred pursuant to this Agreement shall not be communicated, exchanged or transferred by the recipient Party or persons under its jurisdiction to any unauthorized persons or, except as provided in Article VI of this Agreement, beyond the jurisdiction of that Party. Each Party may stipulate the degree to which any of the information and non-nuclear parts of atomic weapons systems communicated, exchanged or transferred by it or persons under its jurisdiction pursuant to this Agreement may be disseminated or distributed; may specify the categories of persons who may have access to such information or non-nuclear parts of atomic weapons systems; and may impose such other restrictions on the dissemination or distribution of such information or non-nuclear parts of atomic weapons systems as it deems necessary.

## ARTICLE VI

### *DISSEMINATION*

Nothing in this Agreement shall be interpreted or operate as a bar or restriction to consultation or cooperation in any field of defense by either Party with other nations or international organizations.

Neither Party, however, shall so communicate classified information or transfer or permit access to or use of non-nuclear parts of atomic weapons systems made available by the other Party pursuant to this Agreement unless:

A. It is notified by the originating Party that all appropriate provisions and requirements of the originating Party's applicable laws, including authorization by competent bodies of the originating Party, have been complied with which would be necessary to authorize the originating Party directly so to communicate to, transfer to, permit access to or use by such other nation or international organization; and further that the originating Party authorizes the recipient Party so to communicate to, transfer to, permit access to or use by such other nation or international organization; or

B. The originating Party has informed the recipient Party that the originating Party has so communicated to, transferred to, permitted access to or use by such other nation or international organization.

## ARTICLE VII

### *CLASSIFICATION POLICIES*

Agreed classification policies shall be maintained with respect to all classified information and non-nuclear parts of atomic weapons systems communicated, exchanged or transferred under this Agreement.

## ARTICLE VIII

### *RESPONSIBILITY FOR USE OF INFORMATION AND NON-NUCLEAR PARTS OF ATOMIC WEAPONS SYSTEMS*

The application or use of any information (including design drawings and specifications) or non-nuclear parts of atomic weapons systems communicated, exchanged or transferred under this Agreement shall be the responsibility of the Party receiving it, and the other Party does not provide any indemnity or warranty with respect to such application or use.

## ARTICLE IX

### *PATENTS*

The recipient Party shall use the classified information communicated, or revealed by equipment transferred hereunder, for the purposes specified herein only. Any inventions or discoveries resulting from possession of such information on the part of the recipient Party or persons under its jurisdiction shall be made available to the other Party for all purposes without charge in accordance with such arrangements as may be agreed and shall be safeguarded in accordance with the provisions of Article V of this Agreement.

**ARTICLE X****DEFINITIONS**

For the purposes of this Agreement:

A. "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.

B. "Classified information" means information, data, materials, services, or any other matter with the security designation of "Confidential" or higher applied under the legislation or regulations of either the United States or Italy, including that designated by the Government of the United States as "Restricted Data" and "Formerly Restricted Data" and that designated by the Government of Italy as "Atomic Restricted" and "Atomic Most Restricted".

C. "Non-nuclear parts of atomic weapons" means parts of atomic weapons which are specially designed for them and are not in general use in other end products and which are not made of, in whole or in part, special nuclear material; and "non-nuclear parts of atomic weapons systems involving Restricted Data" means parts of atomic weapons systems, other than non-nuclear parts of atomic weapons, which contain or reveal atomic information and which are not made of, in whole or in part, special nuclear material.

D. As used in this Agreement, the term "atomic information" means:

1. So far as concerns information provided by the Government of the United States, information which is designated "Restricted Data" and "Formerly Restricted Data".
2. So far as concerns information provided by the Government of Italy, information which is designated "Atomic Restricted" and "Atomic Most Restricted".

**ARTICLE XI****DURATION**

This Agreement shall enter into force [¹] on the date on which each Government shall have received from the other Government written notification that it has complied with all legal requirements for the entry into force of this Agreement, and shall remain in force until terminated by agreement of both Parties except that either Party may terminate its cooperation under Articles II or III upon the expiration of the North Atlantic Treaty.[²]

<sup>1</sup> May 24, 1961.

<sup>2</sup> TIAS 1964; 63 Stat., pt. 2, p. 2241.

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

Done at Rome, in duplicate, in the English and Italian languages, both texts being equally authentic, this 3rd day of December, 1960.

For the Government of the  
United States of America:

J D ZELLERBACH

For the Government of Italy:

A SEGANI

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**ACCORDO TRA IL GOVERNO ITALIANO ED IL GOVERNO  
DEGLI STATI UNITI D'AMERICA PER LA COOPERAZIONE  
NELL' IMPIEGO DELL' ENERGIA ATOMICA A SCOPO DI  
RECIPROCA DIFESA.**

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Il Governo italiano ed il Governo degli Stati Uniti d'America considerato che essi hanno concluso un accordo di assistenza per la reciproca difesa secondo il quale ognuno dei due Governi metterà a disposizione dell'altro attrezzature, materiali, servizi, od altra assistenza di carattere militare in conformità con le clausole e le condizioni che potranno essere convenute;

considerato che la loro reciproca sicurezza e difesa richiedono che essi siano preparati ad affrontare le contingenze di una guerra atomica;

considerato che essi partecipano insieme ad un accordo internazionale secondo il quale essi contribuiscono sostanzialmente e materialmente alla loro reciproca difesa ed alla loro sicurezza;

riconosciuto che la loro comune difesa e sicurezza saranno avvantaggiate dallo scambio d'informazioni riguardanti l'energia atomica e dalla consegna di alcuni tipi di attrezzature;

convinti che tale scambio e tale consegna possano essere effettuate senza rischio per la difesa e la sicurezza di ciascuno dei due Paesi e prendendo in considerazione le leggi italiane applicabili e l'"United States Atomic Energy Act" del 1954 con i suoi emendamenti;

hanno convenuto quanto segue:

### ARTICOLO I

#### *DISPOSIZIONI GENERALI*

Per il periodo in cui l'Italia e gli Stati Uniti saranno Parti di un accordo internazionale per la loro reciproca difesa e sicurezza e contribuiranno sostanzialmente e materialmente ad esso, ognuna delle due

Parti comunicherà all'altra Parte e scambierà con essa informazioni e le consegnerà parti non nucleari di sistemi di armi atomiche comprendenti Dati Riservati in conformità con le norme del presente Accordo, purchè la Parte che comunica o che trasferisce ritenga che tale cooperazione promuoverà la propria difesa e sicurezza, e non costituirà per queste un ingiustificato rischio.

## ARTICOLO II

### *SCAMBIO DI INFORMAZIONI*

Ognuna delle due Parti comunicherà o scambierà con l'altra quelle informazioni classificate che di comune accordo si riterranno necessarie per:

- A. lo sviluppo di piani di difesa;
- B. l'addestramento di personale nell'uso di armi atomiche e nella difesa contro di esse e nelle altre applicazioni militari dell'energia atomica;
- C. la valutazione delle possibilità di nemici potenziali nell'uso delle armi atomiche e nelle altre applicazioni militari della energia atomica;
- D. lo sviluppo di sistemi di trasporto sull'obiettivo adeguati alle armi atomiche trasportate.

## ARTICOLO III

### *CONSEGNA DI PARTI NON NUCLEARI DI SISTEMI DI ARMI ATOMICHE*

Il Governo degli Stati Uniti consegnerà al Governo italiano, in conformità con le clausole e condizioni che dovranno essere convenute, parti non nucleari di sistemi di armi atomiche comprendenti Dati Riservati, in quanto tali parti siano di comune accordo ritenute necessarie allo scopo di migliorare il grado di addestramento delle Forze Armate italiane ed il loro approntamento operativo.

## ARTICOLO IV

### *CONDIZIONI*

A. La cooperazione di cui al presente Accordo sarà effettuata da ognuna delle due Parti in conformità alla propria legislazione vigente in materia.

B. In base al presente Accordo non vi saranno trasferimenti da parte di nessuna delle due Parti di armi atomiche, parti non nucleari di armi atomiche, o speciali materiali nucleari.

C. Le informazioni scambiate o comunicate e le parti non nucleari di sistemi di armi atomiche consegnate da ognuna delle due Parti in conformità del presente Accordo, saranno usate dalla Parte che le riceve esclusivamente per la preparazione e l'esecuzione di piani di difesa nel reciproco interesse dei due Paesi.

D. Nessuna norma del presente Accordo precluderà la comunicazione o lo scambio di informazioni classificate che possono essere comunicate in base ad altri accordi tra le Parti.

#### ARTICOLO V

##### **GARANZIE**

A. Alle informazioni classificate ed alle parti non nucleari di sistemi di armi atomiche comunicate o consegnate in virtù del presente Accordo, sarà data la piena protezione per quanto concerne la sicurezza, nel quadro degli accordi tra le Parti applicabili in materia di sicurezza, e delle leggi e dei regolamenti nazionali applicabili di ciascuna delle due Parti. In nessun caso una delle due Parti manterrà un livello di sicurezza per la tutela delle informazioni classificate e delle parti non nucleari di sistemi di armi atomiche, che sono messe a disposizione in base al presente Accordo, meno severo di quello previsto per gli accordi di sicurezza applicabili in materia, vigenti alla data in cui il presente Accordo entra in vigore.

B. Le informazioni classificate comunicate o scambiate in base al presente Accordo saranno rese disponibili attraverso i tratti, esistenti o convenuti in esso, per la comunicazione o lo scambio tra le Parti di tali informazioni.

C. Le informazioni classificate, comunicate o scambiate, ed ogni parte non nucleare di sistemi di armi atomiche consegnata in conformità col presente Accordo non verranno comunicate, scambiate o trasferite dalla Parte che le riceve o dalle persone sotto la sua giurisdizione a persone non autorizzate o, salvo il caso previsto nell'articolo VI del presente Accordo, non sottoposta alla giurisdizione di tale Parte. Ognuna delle due Parti può stabilire il limite fino al quale le informazioni e le parti non nucleari di sistemi di armi atomiche comunicate, scambiate o consegnate da essa o dalle persone sottoposte alla sua giurisdizione in conformità col presente Accordo possono essere diffuse o distribuite; può specificare la categoria di persone che possono accedere a tali informazioni o parti non nucleari di sistemi di armi atomiche; e può imporre tutte le altre limitazioni che essa consideri necessarie alla diffusione o alla distribuzione di tali informazioni o parti non nucleari di sistemi di armi atomiche.

#### ARTICOLO VI

##### **DIFFUSIONE**

Nessuna disposizione del presente Accordo dovrà essere interpretata o dovrà avere l'effetto di una preclusione o di una limitazione alla consultazione o alla cooperazione in qualsiasi settore della difesa per ciascuna delle due Parti con altri Stati od Organizzazioni internazionali. Tuttavia nessuna delle due Parti comunicherà informazioni classificate o consegnerà o permetterà l'accesso o l'uso delle parti non

nucleari di sistemi di armi atomiche rese disponibili dall'altra Parte in conformità col presente Accordo, a meno che:

A. Non venga notificato dallo Stato di provenienza che sono state rispettate tutte le disposizioni e le condizioni del caso previste dalle leggi applicabili in materia dal predetto Stato (ivi inclusa l'autorizzazione degli organi competenti di tale Stato) che sarebbero necessarie per autorizzare lo Stato d'origine a comunicare direttamente, consegnare, permettere l'accesso o l'uso da parte di un altro Stato od Organizzazione internazionale; ed inoltre che lo Stato di origine autorizzi lo Stato ricevente a comunicare, consegnare, permettere l'accesso o l'uso a tale altro Stato o Organizzazione internazionale; o

B. Lo Stato d'origine abbia informato lo Stato ricevente che esso ha comunicato, consegnato, permesso l'accesso o l'uso a tale altro Stato od Organizzazione internazionale.

## ARTICOLO VII

### CLASSIFICAZIONE

Le norme relative alla classificazione in precedenza concordate saranno mantenute relativamente a tutte le informazioni classificate e le parti non nucleari di sistemi di armi atomiche comunicate, scambiate o trasferite nel quadro del presente Accordo.

## ARTICOLO VIII

### RESPONSABILITA' PER L'USO DELLE INFORMAZIONI E DELLE PARTI NON NUCLEARI DI SISTEMI DI ARMIS ATOMICHE

La Parte ricevente sarà responsabile dell'applicazione e dell'uso delle informazioni (ivi inclusi disegni di progetti e dettagli) o di parti non nucleari di sistemi di armi atomiche comunicate, scambiate o consegnate nel quadro del presente Accordo e l'altra Parte non è tenuta ad assumersi alcuna responsabilità o fornire all'altra alcuna garanzia in relazione a tale applicazione e a tale uso.

## ARTICOLO IX.

### BREVETTI

La Parte ricevente utilizzerà le informazioni classificate comunicate o rivelate dall'equipaggiamento consegnato nel quadro del presente Accordo unicamente agli scopi specificati dall'Accordo stesso. Ogni invenzione o scoperta derivante dal possesso di tali informazioni da parte dello Stato ricevente o dalle persone sottoposte alla sua giurisdizione sarà resa disponibile, senza corrispettivo, all'altra Parte per tutti gli scopi in conformità con gli accordi che potranno a tal fine essere conclusi e sarà salvaguardata in conformità con le disposizioni dell'articolo V del presente Accordo.

**ARTICOLO X****DEFINIZIONI**

Ai fini del presente Accordo:

A. Per "arma atomica" si intende ogni congegno che utilizza energia atomica, fatta eccezione per i mezzi per il trasporto e la propulsione del congegno stesso (nei casi in cui tali mezzi siano una parte separabile e divisibile da tutto il congegno), il cui principale scopo sia l'uso o lo sviluppo di un'arma, del prototipo di un'arma, di un congegno per l'esperimento di un'arma.

B. Per "informazioni classificate" si intendono informazioni, dati, materiali, servizi ed ogni altro elemento con la classificazione di sicurezza di "Riservatissimo" o di gradi più alti applicata nel quadro delle leggi e dei regolamenti sia dell'Italia che degli Stati Uniti d'America, ivi incluse quelle designate dal Governo degli Stati Uniti come "Dati Riservati" o "Dati già Riservati" e quelle designate dal Governo italiano come "Riservato Atomico" o "Riservatissimo Atomico".

C. Per "parti non nucleari di un'arma atomica" si intendono parti di armi atomiche realizzate appositamente per tali armi, non comunemente usate in altri prodotti finiti e non costituite in tutto o in parte da speciale materiale nucleare; per "parti non nucleari di sistemi di armi atomiche comprendenti Dati Riservati" si intendono parti di sistemi di armi atomiche diverse dalle parti non nucleari di armi atomiche, che contengono o rivelano informazioni atomiche e che non sono costituite in tutto o in parte da speciale materiale nucleare.

D. Ai fini del presente Accordo con la locuzione "informazioni atomiche" si intende:

1. Per quanto riguarda le informazioni fornite dal Governo degli Stati Uniti, le informazioni designate come "Dati Riservati" o "Dati già Riservati".
2. Per quanto riguarda le informazioni fornite dal Governo italiano, le informazioni designate come "Riservato Atomico" e "Riservatissimo Atomico".

**ARTICOLO XI****DURATA**

Il presente Accordo entrerà in vigore alla data in cui ognuno dei due Governi avrà ricevuto dall'altro Governo notifica scritta che esso ha posto in atto tutti i requisiti legali previsti per l'entrata in vigore dell'Accordo stesso, ed esso rimarrà in vigore sino a quando non sarà estinto di comune accordo delle due Parti salvo la possibilità per ciascuna delle due Parti di por termine alla propria cooperazione, di cui agli articoli II e III, all'atto dell'estinzione del Trattato dell'Atlantico del Nord.

In fede di che i sottoscritti, debitamente autorizzati, hanno firmato questo Accordo.

Fatto a Roma, in duplice esemplare, in lingua italiana e in lingua inglese, i due testi facendo ugualmente fede, il giorno 3 dicembre 1960.

Per il Governo italiano

A SEGANI

Per il Governo degli  
Stati Uniti d'America

J D ZELLERBACH

# IVORY COAST

## Economic, Technical, and Related Assistance

*Agreement effected by exchange of notes*

*Signed at Abidjan May 17, 1961;*

*Entered into force May 17, 1961.*

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*The American Ambassador to the President of the Ivory Coast*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
Abidjan, May 17, 1961

**EXCELLENCY:**

I have the honor to refer to recent conversations between representatives of our two Governments and to advise you that the Government of the United States of America will be prepared to furnish to the Government of the Ivory Coast economic, technical and related assistance in accordance with the understandings set forth below:

1. The Government of the United States of America will furnish such economic, technical and related assistance hereunder as may be requested by representatives of the appropriate agency or agencies of the Government of the Ivory Coast and approved by representatives of the agency designated by the Government of the United States of America to administer its responsibilities hereunder, or as may be requested and approved by other representatives designated by the Government of the United States of America and the Government of the Ivory Coast. The furnishing of such assistance shall be subject to applicable United States laws and regulations. It shall be made available in accordance with arrangements agreed upon between the above-mentioned representatives.

2. The Government of the Ivory Coast will make the full contribution permitted by its manpower, resources, facilities and general economic condition in furtherance of the purposes for which assistance is made available hereunder; will take appropriate steps to assure the effective use of such assistance; will cooperate with the Government of the United States of America to assure that procurement will be at reasonable prices and on reasonable terms; will, without restriction, permit continuous observation and review by United States representatives of programs and operations hereunder, and records pertaining thereto; will provide the Government of the

United States of America with full and complete information concerning such programs and operations and other relevant information which the Government of the United States of America may need to determine the nature and scope of operations and to evaluate the effectiveness of the assistance furnished or contemplated; and will give to the people of the Ivory Coast full publicity concerning programs and operations hereunder. With respect to cooperative technical assistance programs hereunder, the Government of the Ivory Coast will also bear a fair share of the costs thereof; will, to the maximum extent possible, seek full coordination and integration of technical cooperation programs being carried on in the Ivory Coast; and will cooperate with other nations participating in such programs in the mutual exchange of technical knowledge and skills.

3. In any case where commodities or services are furnished on a grant basis under arrangements which will result in the accrual of proceeds to the Government of the Ivory Coast from the import or sale of such commodities or services, the Government of the Ivory Coast, except as may otherwise be mutually agreed upon by the representatives referred to in paragraph 1 hereof, will establish in its own name a Special Account in the Banque Centrale des Etats de l'Afrique de l'Ouest (Central Bank of West African States); will deposit promptly in such Special Account the amount of local currency equivalent to such proceeds; and, upon notification from time to time by the Government of the United States of America of its local currency requirements, will make available to the Government of the United States of America, in the manner requested by that Government, out of any balances in the Special Account, such sums as are stated in such notifications to be necessary for such requirements. The Government of the Ivory Coast may draw upon any remaining balances in the Special Account for such purposes beneficial to the Ivory Coast as may be agreed upon from time to time by the representatives referred to in paragraph 1 hereof. Any unencumbered balances of funds which remain in the Special Account upon termination of assistance hereunder to the Government of the Ivory Coast shall be disposed of for such purposes as may be agreed upon by the representatives referred to in paragraph 1 hereof.

4. The Government of the Ivory Coast will receive a special mission and its personnel, which will discharge the responsibilities of the Government of the United States of America hereunder; upon appropriate notification by the Government of the United States of America will consider this special mission and its personnel as part of the diplomatic mission of the United States of America in the Ivory Coast for the purpose of enjoying the privileges and immunities accorded to that diplomatic mission and its personnel of comparable rank; and will give full cooperation to the special mission, and its personnel, including the furnishing of facilities necessary for the purpose of carrying out the provisions hereof.

5. In order to assure the maximum benefits to the people of the Ivory Coast from the assistance to be furnished hereunder:

(a) Any supplies, materials, equipment or funds introduced into or acquired in the Ivory Coast by the Government of the United States of America, or any contractor financed by that Government, for purposes of any program or project conducted hereunder shall, while such supplies, materials, equipment or funds are used in connection with such a program or project, be exempt from any taxes on ownership or use of property, and any other taxes, investment or deposit requirements and currency controls in the Ivory Coast, and the import, export, purchase, use or disposition of any such supplies, materials, equipment or funds in connection with such a program or project shall be exempt from any tariffs, customs duties, import and export taxes, taxes on purchase or disposition of property, and any other taxes or similar charges in the Ivory Coast.

(b) All personnel, except citizens and permanent residents of the Ivory Coast, whether employees of the Government of the United States of America or its agencies or individuals under contract with, or employees of public or private organizations under contract with the Government of the United States of America or the Government of the Ivory Coast, or any agencies of either the Government of the United States of America or the Government of the Ivory Coast who are present in the Ivory Coast to perform work in connection herewith and whose entrance into the country has been approved by the Government of the Ivory Coast, shall be exempt from income and social security taxes levied under the laws of the Ivory Coast with respect to income upon which they are obligated to pay income or social security taxes to any other Government and from taxes on the purchase, ownership, use or disposition of personal movable property (including automobiles) intended for their own use. Such personnel and members of their families shall receive the same treatment with respect to the payment of customs and import and export duties on personal effects, equipment and supplies imported into the Ivory Coast for their own use, and with respect to other duties and fees, as is accorded by the Government of the Ivory Coast to diplomatic personnel of the Embassy of the United States of America in the Ivory Coast.

(c) Funds introduced into the Ivory Coast for purposes of furnishing assistance hereunder shall be convertible into currency of the Ivory Coast at the rate providing the largest number of units of such currency per United States dollar, which, at the time the conversion is made, is not unlawful in the Ivory Coast.

6. The Government of the United States of America and the Government of the Ivory Coast will establish procedures whereby the Government of the Ivory Coast will so deposit, segregate, or assure title to all funds allocated to or derived from any program of assistance undertaken hereunder by the Government of the United States

of America that such funds shall not be subject to garnishment, attachment, seizure or other legal process by any person, firm, agency, corporation, organization or government when the Government of the Ivory Coast is advised by the Government of the United States of America that such legal process would interfere with the attainment of the objectives of the program of assistance hereunder.

7. All or any part of the program of assistance provided herein may, except as may otherwise be provided in arrangements agreed upon pursuant to paragraph 1 hereof, be terminated by either Government if that Government determines that because of changed conditions the continuation of such assistance is unnecessary or undesirable. The termination of such assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered.

I have the honor to propose that, if these understandings are acceptable to the Government of the Ivory Coast, the present note and Your Excellency's reply note concurring therein shall constitute an Agreement between our two Governments which shall be deemed to have entered into force on May 17, 1961, and which shall remain in force until thirty days after the receipt of either Government of written notification of the intention of the other to terminate it, it being understood, however, that in the event of such termination the provisions hereof shall remain in full force and effect with respect to assistance theretofore furnished.

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

R. BORDEN REAMS

His Excellency  
FELIX HOUPHOUET-BOIGNY,  
*President of the Republic of Ivory Coast,*  
*Abidjan.*

*The President of the Ivory Coast to the American Ambassador*

RÉPUBLIQUE DE CÔTE D'IVOIRE

PRÉSIDENCE

LE PRÉSIDENT

ABIDJAN, 17 Mai 1961

Le Président de la République  
de la Côte d'Ivoire  
à

Monsieur l'AMBASSADEUR DES  
ETATS-UNIS D'AMÉRIQUE  
*Abidjan*

EXCELLENCE,

J'ai l'honneur d'accuser réception de votre note en date de ce jour, portant accord sur l'assistance économique et technique que le Gouvernement des Etats-Unis accorde à la Côte d'Ivoire et qui stipule:

"Excellence,  
"J'ai l'honneur de me référer aux entretiens qui ont eu lieu récemment entre les représentants de nos deux Gouvernements et de vous faire savoir que le Gouvernement des Etats-Unis d'Amérique est prêt à fournir son aide au Gouvernement de la Côte d'Ivoire dans les domaines économique et technique, ainsi que dans les domaines connexes, conformément aux dispositions indiquées ci-après:

"1. Le Gouvernement des Etats-Unis fournira, dans les domaines économique et technique, ainsi que dans tous domaines connexes, l'aide qui pourrait lui être demandée par les représentants de l'organisme approprié du Gouvernement de la Côte d'Ivoire et approuvée par les représentants de l'organisme désigné par le Gouvernement des Etats-Unis afin d'assumer les responsabilités qui découleront pour lui du présent accord. L'aide pourrait également être demandée et approuvée par d'autres représentants désignés par le Gouvernement des Etats-Unis et le Gouvernement de la Côte d'Ivoire. Les lois et règlements régissant la fourniture de cette aide et en vigueur aux Etats-Unis seront appliqués. Ladite aide sera fournie conformément aux arrangements convenus entre les représentants mentionnés ci-dessus.

"2. Le Gouvernement de la Côte d'Ivoire contribuera dans toute la mesure permise par sa main-d'oeuvre, ses ressources, services, installations et par l'état général de son économie, à la réalisation des objectifs motivant la fourniture de ladite aide; prendra toutes les mesures nécessaires pour assurer l'utilisation efficace de l'aide fournie, coopérera avec le Gouvernement des Etats-Unis pour que les achats soient effectués à des prix et à des conditions raisonnables; permettra aux représentants des Etats-Unis de suivre et d'étudier, sans restriction, les programmes et opérations en voie de réalisation en vertu du

présent Accord ainsi que toute la documentation s'y rapportant; fournira au Gouvernement des Etats-Unis d'Amérique tous renseignements afférents aux dits programmes et opérations ainsi que tous autres renseignements qui seraient nécessaires pour fixer la forme et la portée des opérations et pour évaluer l'efficacité de l'aide fournie ou envisagée; il donnera en outre, à l'intention du peuple de la Côte d'Ivoire une large publicité aux programmes et opérations exécutés en vertu du présent Accord. En ce qui concerne les programmes d'aide technique effectués sur une base de coopération dans le cadre du présent Accord, le Gouvernement de la Côte d'Ivoire prendra à sa charge une part équitable des frais encourus du fait de leur exécution; assurera, dans toute la mesure du possible, la pleine coordination et intégration des programmes de cette nature en voie de réalisation en Côte d'Ivoire; coopérera en outre avec d'autres nations participant à de tels programmes, en procédant avec elles à des échanges de connaissances et compétences techniques.

"3. Dans tous les cas où des produits ou des services seront fournis à titre de dons, en vertu d'arrangements aux termes desquels certaines sommes reviendront au Gouvernement de la Côte d'Ivoire du fait de l'importation ou de la vente de ces produits ou services, le Gouvernement de la Côte d'Ivoire, sauf dispositions contraires établies d'un commun accord par les représentants mentionnés au paragraphe 1, ouvrira en son nom un compte spécial à la Banque Centrale des Etats de l'Afrique de l'Ouest; déposera sans retard à ce compte le montant en monnaie local équivalent aux sommes mentionnées ci-dessus. Sur notification périodique de la part du Gouvernement des Etats-Unis concernant ses besoins en monnaie locale, il mettra à la disposition de ce Gouvernement, de la manière indiquée par lui, les sommes portées dans les notifications, en les imputant sur tout solde du Compte Spécial. Le Gouvernement de la Côte d'Ivoire pourra effectuer des prélèvements sur tout solde du compte spécial pour la réalisation d'objectifs utiles à la Côte d'Ivoire et sur lesquels les représentants mentionnés au paragraphe 1 pourraient se mettre d'accord de temps à autre. Tous soldes non engagés et restant inscrits au Compte Spécial à la date où cesserait l'aide au Gouvernement de la Côte d'Ivoire, prévue par cet Accord, seront utilisés conformément aux dispositions d'un accord convenu entre les représentants mentionnés au paragraphe 1.

"4. Le Gouvernement de la Côte d'Ivoire donne son accord à l'établissement d'une mission spéciale ainsi qu'à son personnel chargé d'assumer les responsabilités qui incombe au Gouvernement des Etats-Unis conformément au présent Accord; sur notification officielle du Gouvernement des Etats-Unis, il considérera la Mission Spéciale et son personnel comme faisant partie de la représentation diplomatique des Etats-Unis en Côte d'Ivoire et ce, dans le but de les faire bénéficier des priviléges et immunités accordés à cette représentation diplomatique et à son personnel de rang équivalent; il coopérera, dans la plus large mesure possible, avec la Mission Spéciale et son personnel, et leur

accordera toutes les facilités nécessaires à l'exécution du présent Accord.

"5. Dans le but de s'assurer que le peuple de la Côte d'Ivoire bénéficie au maximum de l'aide fournie dans le cadre du présent Accord :

a) Les matériaux, équipements, fournitures ou fonds introduits ou acquis à la Côte d'Ivoire par le Gouvernement des Etats-Unis ou par tout agent contractuel financé par ce Gouvernement, pour la réalisation de tout programme ou projet entrepris dans le cadre du présent Accord, seront exempts de toutes taxes afférentes à la possession ou à la jouissance de biens ainsi que de toutes autres taxes, aussi longtemps que ces matériaux, équipements, fournitures et fonds seront utilisés pour l'exécution des programmes ou projets en question. Les conditions régissant les investissements et les cautionnements, ainsi que les contrôles monétaires en vigueur en Côte d'Ivoire ne leur seront pas appliqués. L'importation, l'exportation, l'achat, l'utilisation ou la cession de ces matériaux, équipements, fournitures ou fonds effectués dans le cadre des programmes ou projets ci-dessus mentionnés, seront exempts de tous tarifs, droits de douane, taxes à l'importation et à l'exportation, taxes sur l'achat ou la cession de biens, ainsi que de toutes autres taxes ou de tous autres droits similaires, en vigueur en Côte d'Ivoire.

b) Tous les membres du personnel, à l'exception des ressortissants de la Côte d'Ivoire et des personnes ayant leur domicile en Côte d'Ivoire, qu'il s'agisse d'employés du Gouvernement des Etats-Unis d'Amérique ou de ses organismes ou de particuliers ou d'employés d'organisations publiques ou privées ayant un contrat avec le Gouvernement des Etats-Unis d'Amérique ou l'un de ses organismes, avec le Gouvernement de la Côte d'Ivoire ou l'un de ses organismes et qui sont en Côte d'Ivoire afin d'exécuter des travaux dans le cadre du présent Accord et dont l'entrée dans le pays a été approuvée par le Gouvernement de la Côte d'Ivoire, seront exonérés des impôts de la Côte d'Ivoire sur le revenu et de la Sécurité Sociale s'ils sont redevables sur ces revenus de tels impôts à tout autre Gouvernement. De même, ils seront exonérés des taxes sur l'achat, la possession, l'utilisation ou la cession de biens mobiliers (y compris les automobiles) destinés à leur propre usage. Ces personnes et les membres de leur famille bénéficieront des avantages que le Gouvernement de la Côte d'Ivoire accorde au personnel diplomatique de l'Ambassade d'Amérique en Côte d'Ivoire, relativement aux droits de douane et aux taxes sur l'importation et l'exportation des effets personnels, équipements et fournitures importés à la Côte d'Ivoire pour leur propre usage, et à tous autres droits et taxes dont ledit personnel est exonéré.

c) Tous fonds introduits en Côte d'Ivoire aux fins du présent Accord seront convertibles en monnaie de la Côte d'Ivoire au taux qui rendra le plus grand nombre d'unités de monnaie de la Côte

d'Ivoire par rapport au dollar des Etats-Unis et qui, à la date de la conversion, ne sera pas illégal en Côte d'Ivoire.

"6. Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la Côte d'Ivoire conviendront d'une procédure aux termes de laquelle le Gouvernement de la Côte d'Ivoire déposera, mettra de côté ou garantira le titre de tous les fonds affectés ou afférents à tout programme d'aide entrepris en vertu du présent Accord par le Gouvernement des Etats-Unis d'Amérique de telle façon que ces fonds ne puissent faire l'objet de saisie-arrêt, opposition, saisie ou autre action judiciaire intentée par toute personne, maison de commerce, agence, société anonyme, organisation ou tout Gouvernement, lorsque le Gouvernement de la Côte d'Ivoire aura été avisé par le Gouvernement des Etats-Unis d'Amérique que de telles actions en justice porteraient atteinte aux objectifs du programme d'aide prévu dans le présent Accord.

"7. L'un ou l'autre Gouvernement peut mettre fin en tout ou partie au programme d'aide prévu dans le présent Accord, si ce Gouvernement estime que, en raison du changement des conditions, il n'est pas nécessaire, ni indiqué, de poursuivre ce programme d'aide, à moins de disposition contraires arrêtées en vertu du paragraphe 1. La cessation d'aide prévue ci-dessus peut inclure l'arrêt des livraisons de produits non encore délivrés et prévus dans le présent Accord.

"J'ai l'honneur de vous proposer que, si les dispositions qui précèdent reçoivent l'agrément du Gouvernement de la Côte d'Ivoire, la présente note ainsi que votre réponse éventuelle donnant votre accord, constituent entre nos deux Gouvernements un Accord qui sera considéré comme prenant effet à la date du 17 Mai 1961 et qui restera en vigueur jusqu'à l'expiration d'un délai de trente jours à compter de la réception par l'un des deux Gouvernements, d'une notification écrite de la part de l'autre, indiquant son intention d'y mettre fin, étant toutefois entendu que dans une telle éventualité, les dispositions du présent Accord resteront en vigueur en ce qui concerne l'aide fournie jusqu'à cette date.

"Veuillez agréer, Excellence, les assurances renouvelées de ma très haute considération."

J'ai l'honneur de confirmer à Votre Excellence l'accord du Gouvernement de la Côte d'Ivoire sur le contenu de la susdite note et je saisis cette occasion pour renouveler à Votre Excellence l'assurance de ma haute considération.

F HOUPHOUET  
Félix Houphouet-Boigny.—

*Translation*

REPUBLIC OF IVORY COAST

OFFICE OF THE PRESIDENT

THE PRESIDENT

ABIDJAN, May 17, 1961

The President of the Republic  
of the Ivory Coast  
to

THE AMBASSADOR OF THE  
UNITED STATES OF AMERICA,  
*Abidjan.*

EXCELLENCY:

I have the honor to acknowledge receipt of your note of today's date providing for agreement on economic and technical assistance granted to the Ivory Coast by the Government of the United States, which reads as follows:

[For the English language text of the note, see *ante*, p. 652.]

I have the honor to confirm to Your Excellency the agreement of the Government of the Ivory Coast to the contents of the above-mentioned note and avail myself of this occasion to renew to Your Excellency the assurance of my high consideration.

F HOUPHOUET

Félix Houphouet-Boigny

# TURKEY

## Commission for Educational Exchange

*Agreement amending the agreement of December 27, 1949, as amended.*

*Effectuated by exchange of notes*

*Signed at Ankara April 21 and May 30, 1961;*

*Entered into force May 30, 1961.*

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*The American Ambassador to the Turkish Minister of Foreign Affairs*

THE FOREIGN SERVICE  
OF THE  
UNITED STATES OF AMERICA

No. 1329

ANKARA, April 21, 1961.

EXCELLENCY:

I have the honor to refer to the Agreement between the Government of the United States of America and the Government of the Republic of Turkey, signed at Ankara December 27, 1949, as amended,[<sup>1</sup>] to promote further mutual understanding between the peoples of the United States of America and the Republic of Turkey, by a wider exchange of knowledge and professional talents through educational contacts. I have the honor to refer, in particular, to Article 1 of the Agreement under which it was agreed to establish a commission which would be known as the "United States Educational Commission in Turkey".

At a meeting held on March 3, 1961 the Board of Directors of the United States Educational Commission in Turkey, recognizing the desirability of assuming a name which would describe more accurately the binational character of the program under its direction, adopted a resolution to change the name of the Commission to "Commission for Educational Exchange between the United States and Turkey".

I have received an instruction informing me that the Government of the United States of America agrees to this change of name. Accordingly, I propose that Article 1 of the Agreement be amended by deleting the words "United States Educational Commission in Turkey", and substituting the words "Commission for Educational Exchange between the United States and Turkey".

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<sup>1</sup> TIAS 2111, 3737, 4458; 1 UST 603; 8 UST 41; 11 UST 399.

Upon receipt of a note from your Excellency, indicating that the foregoing amendment is acceptable to the Government of the Republic of Turkey, the Government of the United States of America will consider that this note and your reply thereto constitute an agreement between the two Governments on this subject, to enter into force on the date of your note in reply.

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

RAYMOND A. HARE

His Excellency

SELİM SARPER,

*Minister of Foreign Affairs,  
Ankara.*

*The Turkish Minister of Foreign Affairs to the American Ambassador*

TÜRKİYE CUMHURİYETİ  
DİŞİŞLERİ BAKANLIĞI<sup>[1]</sup>

310.366-IV/2-32

30 MAY 1961

EXCELLENCY:

I have the honour to acknowledge the receipt of your note dated April 21st, 1961 the terms of which are as follows:

“Excellency:

“I have the honor to refer to the Agreement between the Government of the United States of America and the Government of the Republic of Turkey, signed at Ankara December 27, 1949, as amended, to promote further mutual understanding between the peoples of the United States of America and the Republic of Turkey, by a wider exchange of knowledge and professional talents through educational contacts. I have the honor to refer, in particular, to Article 1 of the Agreement under which it was agreed to establish a commission which would be known as the “United States Educational Commission in Turkey”.

“At a meeting held on March 3, 1961 the Board of Directors of the United States Educational Commission in Turkey, recognizing the desirability of assuming a name which would describe more accurately the binational character of the program under its direction, adopted a resolution to change the name of the Commission to “Commission for Educational Exchange between the United States and Turkey”.

“I have received an instruction informing me that the Government of the United States of America agrees to this change of name. Accordingly, I propose that Article 1 of the Agreement be amended

<sup>1</sup> Turkish Republic  
Ministry of Foreign Affairs

by deleting the words "United States Educational Commission in Turkey", and substituting the words "Commission for Educational Exchange between the United States and Turkey".

"Upon receipt of a note from your Excellency, indicating that the foregoing amendment is acceptable to the Government of the Republic of Turkey, the Government of the United States of America will consider that this note and your reply thereto constitute an agreement between the two Governments on this subject, to enter into force on the date of your note in reply.

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

In reply, I have the honour to inform your Excellency that this proposal is acceptable to the Government of Turkey, who will regard your Excellency's note and this reply as constituting an agreement between our two Governments on this matter.

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

**SELIM SARPER**

His Excellency

**RAYMOND A. HARE,**

*Ambassador of the  
United States of America,  
Ankara.*

# **THE NETHERLANDS ANTILLES**

## **Money Orders**

*Agreement signed at Willemstad December 20, 1960, and at Washington January 11, 1961;*  
*Approved and ratified by the President of the United States of America February 17, 1961;*  
*Entered into force May 1, 1961.*

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## **A G R E E M E N T FOR THE EXCHANGE OF INTERNATIONAL MONEY ORDERS BETWEEN THE POSTAL ADMINISTRATIONS OF THE UNITED STATES AND THE NETHERLANDS ANTILLES**

**A G R E E M E N T**  
**FOR**  
**THE EXCHANGE OF INTERNATIONAL MONEY ORDERS**  
**BETWEEN**  
**THE POSTAL ADMINISTRATIONS OF THE**  
**UNITED STATES AND THE NETHERLANDS ANTILLES**

The Post Office Department of the United States of America and the Postal Administration of the Netherlands Antilles being desirous of establishing a system of exchange of Money Orders, the undersigned duly authorized for that purpose, have agreed upon the following articles:

**ARTICLE I**

The amounts of money orders in both directions shall be expressed in terms of United States of America currency. It is agreed that all amounts shall be converted into their proper equivalents in the currency of either the Netherlands Antilles or the United States of America as the case may be, by the Postal Administration of the Netherlands Antilles; that is, the sums received by the Postal Administration of the Netherlands Antilles for money orders drawn on the United States of America shall be converted at the time of issue into United States of America currency at the conversion rate fixed by the Postal Administration of the Netherlands Antilles on the basis of the current rate of exchange prevailing in the Netherlands Antilles; and the amounts of money orders drawn in the United States for payment in the Netherlands Antilles into its currency at the conversion rate fixed by the postal authorities of the Netherlands Antilles on the basis of the current rate of exchange prevailing in the Netherlands Antilles on the date of the arrival of the money order list.

**ARTICLE II**

The maximum amount for which a money order may be drawn in the Netherlands Antilles for payment in the United States shall be Fifty Dollars and the maximum amount for which a money order may be drawn in the United States for payment in the Netherlands Antilles shall be One Hundred Dollars United States of America currency. No money order shall contain a fractional part of a cent.

### ARTICLE III

The amounts of money orders shall be deposited by the purchasers and paid to the payees in the legal currency of the respective countries.

### ARTICLE IV

The Post Office Department of the United States of America and the Postal Administration of the Netherlands Antilles shall each have power to fix, from time to time, the schedule of fees or rates of commission to be charged on all money orders they may respectively issue. The fees and commissions shall belong to the issuing Postal Administration.

### ARTICLE V

No money order shall be issued unless the applicant furnishes in full the surname and at least the initials of one given name, both of the purchaser and the payee, or the name of the firm or company designated as the purchaser or payee, together with the address of the purchaser and that of the payee.

### ARTICLE VI

The operation of the postal money order system between the two Postal Administrations shall be performed exclusively by the agency of office of exchange. On the part of the Netherlands Antilles, the office of Exchange shall be Willemstad and on the part of the United States of America, New York, New York, or such other city or locale as the respective Postal Administrations may designate.

### ARTICLE VII

The particulars of all money orders issued in the United States of America payable in the Netherlands Antilles shall be entered at the Exchange Office, New York, New York, in a list similar to the form marked "A" in the appendix,[<sup>1</sup>] in which shall be shown the amount of each order in United States of America currency and the list bearing an impression of the New York date stamp, together with the related original orders containing the full details, shall be forwarded by Air Mail weekly to the exchange office in the Netherlands Antilles where it shall be impressed with a date stamp and where the requisite arrangements for effecting payment of the orders shall be carried out.

In like manner the particulars of money orders issued in the Netherlands Antilles for payment in the United States of America shall be entered in a list similar to the form marked "B" [<sup>1</sup>] in which shall be shown the amount of each order in the currency of the United States of America and the list, after receiving the impression of the

<sup>1</sup> Not printed herein.

date stamp of the exchange office of Willemstad, shall be forwarded weekly by Air Mail to the exchange office at New York where it shall receive an impression of the date stamp, and where the necessary arrangements for effecting payment of the orders shall be carried out.

Each list shall be numbered consecutively, 1, 2, 3, 4 etc., in the order of dispatch, the numbers recommencing with No. 1 on the 1st of July of each year, and a nil list shall be dispatched whenever there are no money orders.

#### ARTICLE VIII

As soon as the list of the dispatching office shall have reached the receiving office of exchange, the latter shall make out internal money orders in favor of the payees for the amounts specified in the list and shall forward them, free of postage, to the addressees, or to the offices of destination in conformity with the regulations existing in each country for the payment of money orders.

When the lists shall show irregularities or insufficient information which the receiving office shall not be able to rectify, that office shall request an explanation from the dispatching office which shall give such explanation with as little delay as possible. Pending the receipt of the explanation, the issue of internal money orders for payment relating to the entries found to be erroneous in the list shall be suspended.

#### ARTICLE IX

The orders issued by each Administration on the other shall be subject as regards payment to the regulations which govern the payment of internal orders in the country of destination.

It is agreed that all money orders paid in either country shall be retained in the country in which they are paid.

#### ARTICLE X

When it is desired that any error in the name of the payee or purchaser shall be corrected, or that the amount of a money order shall be repaid to the purchaser, application must be made by the purchaser to the Postal Administration of the country of issue.

Duplicate orders shall only be issued by the Postal Administration of the country on which the original orders were drawn and in conformity with the regulations established in that country.

#### ARTICLE XI

The amount of an order shall not be repaid to the purchaser until it has been ascertained through the Postal Administration of the country where such order is payable, that the order has not been paid and will not be paid in the country of payment.

### ARTICLE XII

Orders which shall not have been paid within twelve months from the end of the month of issue, shall become void, and the sums received shall accrue to and be placed at the disposal of the country of origin.

The Postal Administration of the Netherlands Antilles shall, therefore, enter to the credit of the United States of America in the monthly account all money orders certified in the lists received from the United States of America which remain unpaid at the end of the period specified. A separate list in triplicate of all invalid orders of United States of America issue shall be dispatched to the Post Office Department of the United States of America.

On the other hand, the Post Office Department of the United States of America shall, at the close of each month, transmit to the Postal Administration of the Netherlands Antilles for entry in the monthly account, a detailed statement of all orders included in the lists dispatched from the exchange office at Willemstad, which under this Article become void.

### ARTICLE XIII

Within six weeks after the close of each month an account shall be prepared by the Postal Administration of the Netherlands Antilles, showing in detail the totals of lists containing the details of orders issued in either country during the month, and the balance resulting from such transactions.

Two copies of this account shall be transmitted to the Post Office Department of the United States of America, Washington, D.C., or to such other address as the Post Office Department may request, and the balance, after proper certification, shall, if due from the Postal Administration of the Netherlands Antilles, be paid by means of an official remittance voucher, drawn in terms of United States of America currency in favor of the Postmaster General, or such other official as the Postal Administration of the United States may designate, at the time the account is transmitted. If the balance is in favor of the Postal Administration of the Netherlands Antilles, it will be paid upon verification by means of a Post Office Department check to be drawn in favor of the Director of Posts at Willemstad or to such other address as the Netherlands Antilles may request.

For this monthly account, forms shall be used in exact conformity with the models "C" and "D" in the appendix.<sup>[1]</sup>

If pending settlement of an account, one of the two Postal Administrations shall ascertain that it owes the other a balance exceeding fifty thousand dollars (\$50,000), the indebted Administration shall promptly remit the approximate amount of such balance to the credit of the other.

<sup>[1]</sup> Not printed herein.

**ARTICLE XIV**

The Postal Administration in either country shall be authorized to adopt any additional rules, if not inconsistent with the foregoing, for the greater security against fraud or for the better operation of the system generally. All such additional rules, however, must be communicated to the Postal Administration of the other country.

**ARTICLE XV**

Should it appear that money orders are being used for speculative or any other purpose inimical to the interest of the service, either Postal Administration shall have the power to increase the fee, and/or completely suspend for a time the issue of money orders.

**ARTICLE XVI**

This Agreement shall be approved by each contracting party in accordance with its legal procedures, and, thereafter, it shall enter into force [¹] on the date to be agreed upon by the contracting parties.

This Agreement shall supersede and be substituted for any previous ones and shall continue in force until twelve months after either of the contracting parties shall have notified the other of its intention to terminate it.

DONE in duplicate, and signed at Willemstad on the twentieth day of December 1960, and at Washington, D.C., on the eleventh day of January, 1961.

FOR THE POSTAL ADMINISTRATION OF THE NETHERLANDS  
ANTILLES:

P H J BREUSERS  
*Director of Posts.*

FOR THE POST OFFICE DEPARTMENT OF THE UNITED STATES OF  
AMERICA:

ARTHUR E SUMMERFIELD  
*Postmaster General*

[SEAL]

<sup>1</sup> May 1, 1961.

The foregoing Agreement for the Exchange of International Money Orders between the Postal Administration of the United States of America and the Postal Administration of the Netherlands Antilles has been negotiated and concluded with my advice and consent and is hereby approved and ratified.

In Testimony Whereof I have caused the Seal of the United States of America to be hereunto affixed.

JOHN F KENNEDY

[SEAL]

By the President

DEAN RUSK

*Secretary of State*

WASHINGTON, February 17, 1961.

# ECUADOR

## Surplus Agricultural Commodities

*Agreement signed at Quito April 3, 1961;  
Entered into force April 3, 1961.  
With exchanges of notes.*

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### AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF ECUADOR UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

The Government of the United States of America and the Government of Ecuador recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States of America in these commodities, or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Considering that the purchase for sures of surplus agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the Ecuadorean sures accruing from such purchase will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales, as specified below, of surplus agricultural commodities to Ecuador pursuant to Title I of the Agricultural Trade Development and Assistance Act,[<sup>1</sup>] as amended, (hereinafter referred to as the Act) and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities, have agreed as follows:

#### ARTICLE I

##### *SALES FOR ECUADOREAN SUCRES*

Subject to the availability of commodities for programming under this Act and to issuance by the Government of the United States of

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<sup>1</sup> 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

America and acceptance by the Government of Ecuador of purchase authorizations, the Government of the United States of America undertakes to finance the sale to purchasers authorized by the Government of Ecuador for sures of the following agricultural commodities determined to be surplus pursuant to the Act, in the amounts indicated:

<i>Commodity</i>	<i>Export Market Value</i>
Cotton	\$ 700,000
Leaf Tobacco	500,000
Tobacco products	1,000,000
Ocean Transportation (est.)	50,000
 <b>TOTAL</b>	 <b>\$2,250,000</b>

Application for purchase authorizations will be made within 90 calendar days after the effective date of this Agreement, except that application for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment or supplement to this Agreement will be made within 90 days after the effective date of such amendment or supplement. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the sures accruing from such sale, and other relevant matters.

It is understood that the sale of cotton, leaf tobacco, and tobacco products under this Agreement is not intended to increase the availability of these or like commodities for export and is made on the condition that no exports of such commodities will be made from Ecuador during the period that the cotton, leaf tobacco, and tobacco products are being imported and utilized.

## ARTICLE II

### *USE OF ECUADOREAN SUCRES*

1. The two Governments agree that the Ecuadorean sures accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement, will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the amounts shown:

(a) For United States expenditures under subsections (a), (b), (c), (d), (f), (h), (i), (j), (k), (l), (m), (n), (o), (p), (q), and (r) of Section 104 of the Act or under any of such subsections, 25 percent of the sures accruing pursuant to this Agreement.

(b) For loans to be made by the Export-Import Bank of Washington under subsection (e) of Section 104 of the Act and for adminis-

trative expenses of the Export-Import Bank of Washington in Ecuador incident thereto, 25 percent of the sures accruing pursuant to this Agreement. It is understood that:

(1) Such loans under Section 104(e) of the Act will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in Ecuador for business development and trade expansion in Ecuador, and to United States firms and Ecuadorean firms for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of and markets for United States agricultural products.

(2) Loans will be mutually agreeable to the Export-Import Bank of Washington and the Government of Ecuador, acting through the Central Bank of Ecuador. The General Manager of the Central Bank of Ecuador, or his designates, will act for the Government of Ecuador, and the President of the Export-Import Bank of Washington, or his designate, will act for the Export-Import Bank of Washington.

(3) Upon receipt of an application which the Export-Import Bank is prepared to consider, the Export-Import Bank will inform the Central Bank of Ecuador of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan, and the general purposes for which the loan proceeds would be expended.

(4) When the Export-Import Bank is prepared to act favorably upon an application it will so notify the Central Bank of Ecuador and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to that prevailing in Ecuador on comparable loans, and the maturities will be consistent with the purposes of the financing.

(5) Within sixty days after the receipt of the notice that Export-Import Bank is prepared to act favorably upon an application, the Central Bank of Ecuador will indicate to the Export-Import Bank whether or not the Central Bank of Ecuador has any objection to the proposed loan. Unless within the 60-day period the Export-Import Bank has received such a communication from the Central Bank of Ecuador, it shall be understood that the Central Bank of Ecuador has no objection to the proposed loan. When the Export-Import Bank approves or declines the proposed loan, it will notify the Central Bank of Ecuador.

(6) In the event the sures set aside for loans under Section 104(e) of the Act are not advanced within three years from the date of this Agreement because the Export-Import Bank has not approved loans or because proposed loans have not been mutually agreeable to the Export-Import Bank of Washington and the Central Bank of Ecuador, the Government of the United States of America may use the sures for any purpose authorized by Section 104 of the Act.

(c) For a loan to the Government of Ecuador under subsection (g) of Section 104 of the Act, 50 percent of the sures accruing pursuant to this Agreement for financing such projects to promote economic development, including projects not heretofore included in plans of the Government of Ecuador as may be mutually agreed. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. In the event agreement is not reached on the use of Ecuadorean sures set aside for loans under this paragraph within three years from the date of this Agreement, the Government of the United States of America may use the sures for any other purposes authorized by Section 104 of the Act.

### ARTICLE III

#### *DEPOSIT OF ECUADOREAN SUCRES*

The deposit of Ecuadorean sures to the account of the Government of the United States of America in payment for the commodities and for ocean transportation costs financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) shall be made at the rate of exchange for United States dollars generally applicable to import transactions (excluding imports granted a preferential rate) in effect on the dates of dollar disbursement by United States banks, or by the Government of the United States of America, as provided in the purchase authorizations.

### ARTICLE IV

#### *GENERAL UNDERTAKINGS*

1. The Government of Ecuador agrees that it will take all possible measures to prevent the resale or transshipment to other countries, or the use for other than domestic purposes (except where such resale, transshipment or use is specifically approved by the Government of the United States of America), of the surplus agricultural commodities purchased pursuant to the provisions of this Agreement, and to assure that the purchase of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States of America.

2. The two Governments agree that they will take reasonable precautions to assure that all sales or purchases of surplus agricultural commodities, pursuant to the Agreement, will not unduly disrupt world prices of agricultural commodities, displace usual marketing of the United States of America in these commodities, or disrupt normal patterns of commercial trade with friendly countries.

3. In carrying out this Agreement, the two Governments will seek to assure conditions of commerce permitting private traders to func-

tion effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Government of Ecuador agrees to furnish, upon request of the United States of America, information on the progress of the program, particularly with respect to arrivals and conditions of commodities, and the provisions for the maintenance of usual marketing, and information relating to exports of the same or like commodities.

## ARTICLE V

### *CONSULTATION*

The two Governments will, upon the request of either of them, consult regarding any matter relating to the application of this Agreement or to the operation of arrangements carried out pursuant to this Agreement.

## ARTICLE VI

### *ENTRY INTO FORCE*

The Agreement shall enter into force upon signature.

Done in duplicate this third day of April one thousand nine hundred and sixty one.

FOR THE GOVERNMENT OF  
ECUADOR

JAIME NEBOT V.

Lcdo. Jaime Nebot V.  
*Minister of Fomento*

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

MAURICE M BERNBAUM

Maurice M. Bernbaum  
*American Ambassador*

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## **CONVENIO SOBRE PRODUCTOS AGRICOLAS ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DEL ECUADOR SEGUN EL TITULO I DE LA LEY SOBRE EL DESARROLLO DEL COMERCIO AGRICOLA Y ASISTENCIA, Y SUS ENMIENDAS.**

El Gobierno de los Estados Unidos de América y el Gobierno del Ecuador reconociendo que es deseable la expansión del comercio de productos agrícolas entre ambos países y con otras naciones amigas en forma tal que no desplacen los mercados usuales de los Estados Unidos para dichos productos o alteren indebidamente los precios mundiales de los productos agrícolas o los procedimientos normales de intercambio comercial con las naciones amigas;

Considerando que la compra en sucre de los productos de excedentes agrícolas producidos en los Estados Unidos de América ayudará a lograr tal expansión del comercio;

Considerando que los sucores producidos por tal compra se utilizarán en una forma benéfica para ambos países;

Deseando establecer las bases que regirán las ventas, como se especifica después, de los productos de excedentes agrícolas al Ecuador, de acuerdo al Título I de la Ley sobre Desarrollo del Comercio Agrícola y Asistencia y sus enmiendas (a la cual de hoy en adelante se le denominará la Ley) y a las medidas que los dos Gobiernos tomarán individual y colectivamente para promover la expansión del comercio de tales productos, han convenido en lo siguiente:

### ARTICULO I

#### *VENTAS EN SUCRES*

Con sujeción a la disponibilidad de los productos programados bajo esta Ley, y a la emisión por el Gobierno de los Estados Unidos de América y aceptación por el Gobierno del Ecuador de autorizaciones de compra, el Gobierno de los Estados Unidos de América se compromete a financiar a compradores autorizados por el Gobierno de la República del Ecuador, la venta en sucre de los siguientes productos agrícolas, que hayan sido determinados como excedentes de acuerdo a esta Ley, en la cantidad que se indica a continuación:

<i>ARTICULO</i>	<i>VALOR EN DOLARES</i>
Algodón	\$ 700,000
Tabaco en rama	500,000
Elaborados del tabaco	1,000,000
Transporte marítimo (estimado)	50,000
 TOTAL	 \$ 2,250,000

Las solicitudes para autorizaciones de compra deberán hacerse dentro de los 90 días calendarios a contar desde la fecha de vigencia de este Convenio, excepto aquellas para autorizaciones de compra para cualquier otro producto adicional o cantidades de productos incluidos en cualquier reforma o suplemento a este Acuerdo que se hará dentro de los 90 días siguientes a la fecha de vigencia de tal reforma o suplemento. Las autorizaciones de compra incluirán disposiciones relacionadas con la venta y entrega de los productos, el tiempo y circunstancias de depósitos de los sucores que resulten de tales ventas, y otros puntos pertinentes.

Se entiende que la venta de algodón, tabaco en rama, y elaborados de tabaco, bajo este Convenio, no tiene la intención de aumentar la disponibilidad de estos productos o sus similares para la exportación, y se lo lleva a efecto con la condición de que no se efectuará exporta-

ción alguna de estos productos desde el Ecuador durante el período en que el algodón, tabaco en rama, y elaborados de tabaco son importados y utilizados.

## ARTICULO II

### UTILIZACION DE LOS SUCRES

1. Los dos Gobiernos convienen en que los sucores que corresponden al Gobierno de los Estados Unidos de América como consecuencia de las ventas realizadas según el presente Convenio serán usados por el Gobierno de los Estados Unidos de América en la forma y orden de prioridad que determine el Gobierno de los Estados Unidos de América para los siguientes fines y en la cuantía que se determina a continuación:

(a) Para gastos de los Estados Unidos bajo las subsecciones (a), (b), (c), (d), (f), (h), (i), (j), (k), (l), (m), (n), (o), (p), (q), y (r) de la Sección 104 de la Ley o bajo cualquiera de las subsecciones, 25% de los sucores generados conforme a este Convenio.

(b) Para préstamos a concederse por el Export-Import Bank de Washington bajo la subsección (e) de la Sección 104 de la Ley y para gastos administrativos del Export-Import Bank de Washington en el Ecuador relacionados con ellos, 25% de los sucores generados conforme a este Convenio. Se entiende que:

(1) Los préstamos según la Sección 104 (e) de la Ley serán hechos a firmas de los Estados Unidos y sucursales, subsidiarias y afiliadas de tales firmas en el Ecuador para desarrollo y expansión del comercio en el Ecuador, y a firmas del Ecuador y de los Estados Unidos para el establecimiento de facilidades destinadas a ayudar en la utilización, distribución e incremento en cualquier forma, del consumo y de los mercados para los productos agrícolas de los Estados Unidos.

(2) Los préstamos serán aceptables al Export-Import Bank de Washington y al Gobierno del Ecuador, llevándose a cabo por medio del Banco Central del Ecuador. El Gerente General del Banco Central o un representante designado por él, actuará a nombre del Gobierno del Ecuador, y el Presidente del Export-Import Bank de Washington o su representante actuará a nombre del Export-Import Bank de Washington.

(3) Luego de recibir una solicitud que el Export-Import Bank esté preparado a considerar, el Export-Import Bank informará al Banco Central del Ecuador acerca de la identidad del solicitante, la naturaleza del negocio propuesto, la cantidad del préstamo solicitado, y los fines generales para los cuales este préstamo será destinado.

(4) Cuando el Export-Import Bank se halle listo a dar consideración favorable teniendo como base una solicitud, notificará al Banco Central del Ecuador e indicará el tipo de interés y el período de pago que sería usado bajo el préstamo propuesto. El tipo de interés

será similar al predominante en el Ecuador en préstamos comparables, y los vencimientos se harán de acuerdo con los propósitos de la financiación.

(5) Dentro de los 60 días posteriores al recibo del anuncio que indique que el Export-Import Bank está preparado para considerar favorablemente una solicitud, el Banco Central del Ecuador indicará al Export-Import Bank si tiene o no tiene ninguna objeción al préstamo propuesto. A menos que durante el período de 60 días el Export-Import Bank haya recibido una comunicación del Banco Central del Ecuador, se entenderá que el Banco Central del Ecuador no tiene ninguna objeción al préstamo propuesto. Cuando el Export-Import Bank apruebe o niegue el préstamo propuesto, notificará al Banco Central del Ecuador.

(6) En caso de que los sures destinados para préstamos bajo la Sección 104 (e) de la Ley no sean adelantados durante los tres años a contarse desde la fecha del Convenio, porque el Export-Import Bank no haya aprobado los préstamos o porque los préstamos propuestos no hayan sido aceptables al Export-Import Bank de Washington y el Banco Central del Ecuador, el Gobierno de los Estados Unidos de América podrá utilizar los sures provenientes para cualquier objeto autorizado bajo la Sección 104 de la Ley.

(c) Para un préstamo al Gobierno del Ecuador bajo la Sub-Sección (g) de la Sección 104 de la Ley, 50% de los sures generados conforme a este Convenio para financiamiento de tales proyectos que fomenten el desarrollo económico, incluyendo proyectos que no estén incluídos hasta esta fecha dentro de planeamientos del Gobierno del Ecuador como se puede acordar mutuamente. Los términos y las condiciones de préstamo y otras provisiones serán incluidas en un acuerdo de préstamo separado. En el caso de que no se llegue a un acuerdo acerca del uso de los sures destinados a préstamos bajo este párrafo dentro de 3 años a contarse desde la fecha de este Acuerdo, el Gobierno de los Estados Unidos puede utilizar los sures para cualquier otro objeto autorizado por la Sección 104 de la Ley.

### **ARTICULO III**

#### ***DEPOSITO DE SUCRES***

La suma en sures que se deposita a cuenta del Gobierno de los Estados Unidos de América, en pago de los productos y del costo de flete marítimo financiado por el Gobierno de los Estados Unidos de América (con excepción de gastos extras de flete que resultaren de las condiciones establecidas por los Estados Unidos de que se utilicen barcos de bandera de los Estados Unidos) serán hechas al tipo de cambio de dólares americanos generalmente aplicable a las transacciones de importación (excluyendo importaciones a las que se conceden asas preferenciales) vigentes en las fechas de los desembolsos de

dólares realizados por los Bancos de los Estados Unidos de América o por el Gobierno de los Estados Unidos de América, como se estipula en las autorizaciones de compra.

#### ARTICULO IV

##### *COMPROBIMOS GENERALES*

1. El Gobierno del Ecuador se compromete a adoptar todas las medidas posibles para prevenir la reventa o reembarque a otros países o el uso para otros fines que no sean los nacionales (excepto cuando dicha reventa, reembarque o uso fueren específicamente aprobados por el Gobierno de los Estados Unidos de América) de los excedentes agrícolas comprados de acuerdo a las disposiciones de este Convenio, así como para asegurar que la compra de estos productos no resulte en una mayor disponibilidad de los mismos, o de otros similares, a favor de naciones que no tengan relaciones amistosas con los Estados Unidos de América.

2. Ambos Gobiernos convienen en que tomarán precauciones razonables para asegurar que todas las ventas o compras de productos de excedentes agrícolas a que se refiere este Convenio, no perturbarán indebidamente los precios mundiales de productos agrícolas, no desplazarán los mercados usuales de los Estados Unidos de América, en estos productos, no perjudicarán materialmente las relaciones comerciales entre las naciones del mundo libre.

3. Al ejecutar el presente Convenio, ambos Gobiernos tratarán de asegurar condiciones de comercio que permitan a los comerciantes privados operar efectivamente y harán lo posible para desarrollar y extender una demanda continua para los productos agrícolas.

4. El Gobierno del Ecuador se compromete a suministrar, a solicitud del Gobierno de los Estados Unidos de América, información sobre el progreso del programa, particularmente con respecto a la llegada y condiciones de los productos y a las medidas tomadas para el mantenimiento de los mercados usuales e información relativa a la exportación de estos productos o sus similares.

#### ARTICULO V

##### *CONSULTA*

Los dos Gobiernos, a petición de cualquiera de ellos, consultarán entre sí cualquier asunto relacionado con la aplicación de este Convenio o con la operación de los arreglos que se llevaren a cabo como consecuencia del mismo.

## ARTICULO VI

## VIGENCIA

Este Convenio entrará en vigencia desde la fecha de su suscripción.

PARA CONSTANCIA DE LO CUAL, los respectivos representantes, debidamente autorizados, han firmado el presente Convenio.

Hecho por duplicado el día tres de Abril de 1961

POR EL GOBIERNO DEL  
ECUADOR

JAIME NEBOT V.

Lic. Jaime Nebot Velasco  
*Ministro de Fomento*

POR EL GOBIERNO DE LOS  
ESTADOS UNIDOS DE AMERICA

MAURICE M BERNBAUM

Maurice M. Bernbaum  
*Embajador de los Estados  
Unidos de América.*

*The American Ambassador to the Ecuadorean Minister of Foreign  
Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 349

Quito, April 3, 1961

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed today between the Government of the United States of America and the Government of Ecuador under Title I of the Agricultural Trade Development Assistance Act, as amended.

I wish to confirm my Government's understanding of the agreement on the following points reached in conversations which have taken place between representatives of my Government and of the Government of Ecuador.

In order that the delivery of commodities under the subject Agreement will not unduly disrupt world prices of agricultural commodities, nor impair trade relations among friendly nations, the Government of Ecuador will import with its own foreign exchange resources the following quantities of cotton and tobacco products:

- (1) During fiscal year 1961 a minimum of 1500 bales of cotton, from free world sources, of which at least 600 bales will be from the United States of America.
- (2) During calendar year 1961 a minimum of 300,000 pounds of tobacco products from the United States of America.

The above quantities will be purchased in addition to those quantities to be obtained pursuant to the subject Agreement.

I shall appreciate receiving Your Excellency's confirmation of the above understanding.

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

MAURICE M. BERNBAUM

His Excellency

Dr. JOSÉ RICARDO CHIRIBOGA VILLAGÓMEZ,  
Minister of Foreign Affairs,  
Quito.

*The Ecuadorean Minister of Foreign Affairs to the American Ambassador*

REPÚBLICA DEL ECUADOR  
MINISTERIO DE RELACIONES EXTERIORES

No. 632(22)(34)/10-DDP.

QUITO, a 3 de abril de 1961.

SEÑOR EMBAJADOR:

Tengo a honra contestar a la atenta comunicación de Vuestra Excelencia, número 349 del día de hoy, por la que, con referencia al Convenio sobre materiales agrícolas suscrito entre los Gobiernos del Ecuador y de los Estados Unidos de América, en esta fecha, se ha servido confirmarme el entendimiento del Gobierno de Vuestra Excelencia sobre al acuerdo alcanzado en conversaciones sostenidas por los representantes de los dos Gobiernos en relación con los siguientes puntos:

2. A fin de que la entrega de artículos bajo el Acuerdo referido no desorganice indebidamente los precios mundiales de los productos agrícolas ni perturbe las relaciones comerciales entre naciones amigas, el Gobierno del Ecuador importará con sus propios recursos para el comercio exterior las cantidades que seguidamente se detallan de algodón y tabaco:

- (1) Durante el año fiscal de 1961 un mínimo de 1.500 pacas de algodón, procedentes de fuentes del mundo libre, de las cuales al menos 600 pacas serán procedentes de los Estados Unidos de América.
- (2) Durante el año calendario de 1961, un mínimo de 300.000 libras de tabaco, procedentes de los Estados Unidos de América.

3. Las cantidades arriba indicadas serán contratadas en adición a aquellas cantidades que se obtengan de conformidad con el referido Acuerdo.

4. En respuesta, me es grato confirmar a Vuestra Excelencia que mi Gobierno se encuentra de acuerdo con este entendimiento.

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

JOSE R. CHIRIBOGA V

Dr. José R. Chiriboga V.,  
Ministro de Relaciones Exteriores.

A Su Excelencia Señor Don MAURICE M. BERNBAUM,  
*Embajador Extraordinario y Plenipotencario de los  
Estados Unidos de América.*

*Translation*

REPUBLIC OF ECUADOR  
MINISTRY OF FOREIGN AFFAIRS

No. 632(22)(34)/10-DDP.

QUITO, April 3, 1961

MR. AMBASSADOR:

I have the honor to reply to Your Excellency's communication No. 349 of this date, whereby, with reference to the Agricultural Commodities Agreement signed between the Governments of Ecuador and of the United States of America today, you were good enough to confirm to me the understanding of Your Excellency's Government concerning the agreement reached in conversations held by the representatives of the two Governments on the following points:

2. In order that the delivery of articles under the subject Agreement will not unduly disrupt world prices of agricultural commodities, nor impair trade relations among friendly nations, the Government of Ecuador will import with its own resources for foreign trade the following quantities of cotton and tobacco:

- (1) During the fiscal year 1961 a minimum of 1500 bales of cotton, from free world sources, of which at least 600 bales will be from the United States of America.
- (2) During the calendar year 1961 a minimum of 300,000 pounds of tobacco from the United States of America.

3. The above-mentioned quantities will be contracted for in addition to those quantities to be obtained pursuant to the subject Agreement.

4. In reply, I take pleasure in confirming to Your Excellency that this understanding is acceptable to my Government.

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

JOSE R. CHIRIBOGA V

Dr. José R. Chiriboga V.  
Minister of Foreign Relations

His Excellency

MAURICE M. BERNBAUM,

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America.*

*The American Ambassador to the Ecuadorean Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 350

Quito, April 3, 1961

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of Ecuador signed today.

I wish to confirm my Government's understanding of the agreement reached in conversations which have taken place between representatives of my Government and the Government of Ecuador with respect to the use of Ecuadorean sures accruing under the subject Agreement for agricultural market development purposes by the Government of the United States of America under Section 104(a) of the Agricultural Trade Development and Assistance Act, as amended.

It is understood that the Government of Ecuador will provide facilities for the conversion of up to \$45,000 worth of Ecuadorean sures into other currencies. These facilities for conversion are needed for the purpose of securing funds to finance agricultural market development activities of the Government of the United States of America in other countries.

I shall appreciate receiving Your Excellency's confirmation of the above understanding.

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

MAURICE M. BERNBAUM

His Excellency

Dr. JOSÉ RICARDO CHIRIBOGA VILLAGÓMEZ,  
Minister of Foreign Affairs,  
Quito.

*The Ecuadorean Minister of Foreign Affairs to the American Ambassador*

REPUBLICA DEL ECUADOR  
MINISTERIO DE RELACIONES EXTERIORES

No. 632(22)(34)/11-DDP.

QUITO, a 3 de abril de 1.961.

SEÑOR EMBAJADOR:

Tengo a honra contestar a la atenta nota de Vuestra Excelencia, número 350 del día de hoy, por la que, con referencia al Convenio sobre materias agrícolas, suscrito entre mi Gobierno y el de los Estados Unidos de América, se sirve confirmarme el acuerdo alcanzado en conversaciones entre representantes de los Gobiernos de los Estados Unidos de América y el del Ecuador, con respecto al uso de la moneda nacional (sucres), obtenido con sujeción a dicho Convenio.

2. En respuesta, me es grato comunicar a Vuestra Excelencia que mi Gobierno está de acuerdo en que proveerá de las facilidades necesarias para la conversión a otras monedas de una cantidad de sures que no exceda de un equivalente a cuarenta y cinco mil dólares (US\$ 45.000), con la finalidad de asegurar los fondos destinados a financiar las actividades para el desarrollo del mercado agrícola por parte del Gobierno de los Estados Unidos de América en otros países.

Reitero a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

Por el Ministro, el Subsecretario,

E SANTOS CAMPOSANO

Dr. Eduardo Santos Camposano.

A Su Excelencia Señor Don MAURICE M. BERNBAUM,  
*Embajador Extraordinario y Plenipotenciario de los*  
*Estados Unidos de América.*

*Translation*

REPUBLIC OF ECUADOR  
MINISTRY OF FOREIGN AFFAIRS

No. 632(22)(34)/11-DDP.

QUITO, April 3, 1961

MR. AMBASSADOR:

I have the honor to reply to Your Excellency's courteous note No. 350 of today's date, in which, with reference to the Agricultural Commodities Agreement, concluded between my Government and the Government of the United States of America, you are good enough to confirm the agreement reached in conversations between representatives of the Government of the United States of America and the Government of Ecuador, with respect to the use of national currency (sucres) accruing under the said Agreement.

2. In reply, I take pleasure in informing Your Excellency that my Government agrees to provide the necessary facilities for converting to other currencies an amount of sures not to exceed the equivalent of forty-five thousand dollars (US\$45,000) to ensure the funds to finance the agricultural market development activities of the Government of the United States of America in other countries.

I renew to Your Excellency the assurances of my highest and most distinguished consideration.

For the Minister:

E SANTOS CAMPOSANO

Dr. Eduardo Santos Camposano

*Under Secretary*

His Excellency

MAURICE M. BERNBAUM,

*Ambassador Extraordinary and Plenipotentiary of the  
United States of America.*

# ARGENTINA

## Commission for Educational Exchange

*Agreement amending the agreement of November 5, 1956, as amended.*

*Effectuated by exchange of notes*

*Signed at Buenos Aires May 8 and 17, 1961;*

*Entered into force May 17, 1961.*

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*The American Ambassador to the Argentine Minister for Foreign Relations and Worship*

No. 102

BUENOS AIRES, May 8, 1961

EXCELLENCY:

I have the honor to refer to the agreement between the Government of the United States of America and the Government of Argentina dated November 5, 1956,[<sup>1</sup>] as amended by the Exchange of Notes dated February 26 and December 27, 1957,[<sup>2</sup>] for financing certain educational exchange programs to promote further mutual understanding between the peoples of the two countries by a wider exchange of knowledge and professional talents. I have the honor to refer also to recent conversations between representatives of our two Governments on the same subject and to confirm the understanding reached that the Agreement of November 5, 1956, as amended by the Exchange of Notes of February 26 and December 27, 1957, shall be further amended by:

1. Adding to Article 3 the following sentence:

“In no case shall the funds expended in any one year according to the terms of this Agreement exceed the pesos equivalent of the statutory limitation of \$1,000,000.”

2. Modifying the second paragraph of Article 8 (added by the Exchange of Notes dated February 26 and December 27, 1957) to read as follows:

“In addition to the funds provided for in paragraph 1 of this Article, the Government of the United States of America and the Government of Argentina agree that currency of Argentina

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<sup>1</sup> TIAS 3687; 7 UST 3081.

<sup>2</sup> TIAS 3992; 9 UST 210.

acquired by the Government of the United States of America may be used for purposes of this Agreement in amounts up to (1) 7,200,000 pesos from the Agricultural Commodities Agreement of December 21, 1955<sup>[1]</sup> (an increase of 3,014,250 pesos over the amount previously made available from this Agreement); (2) 41,924,634 pesos from the Agricultural Commodities Agreement of June 21, 1959;<sup>[2]</sup> and (3) such other amounts of currency of Argentina owned by the Government of the United States of America as may be made available by the Government of the United States of America for purposes of this Agreement."

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Argentina, the Government of the United States will consider that this note and your reply thereto constitute an agreement on this subject between the two Governments, the agreement to enter into force on the date of your note in reply.

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

R. R. RUBOTTOM, Jr.

His Excellency

Dr. ADOLFO MUGICA,  
*Minister for Foreign Relations and Worship,*  
*Buenos Aires.*

---

*The Argentine Under Secretary for Foreign Relations to the  
American Ambassador*

PODER EJECUTIVO NACIONAL  
MINISTERIO DE RELACIONES EXTERIORES Y CULTO

Sírvase  
citar

nº 152-21/10091

BUENOS AIRES, 17 May 1961

SEÑOR EMBAJADOR:

Tengo el honor de dirigirme a Vuestra Excelencia con referencia a la nota nº 102 de fecha 8 del corriente mes, por la que somete a consideración de mi Gobierno, determinadas modificaciones referidas al Acuerdo suscripto el 5 de noviembre de 1956 y al canje de notas del 26 de febrero y 27 de diciembre de 1957.

Me complace expresar a Vuestra Excelencia que el Gobierno Argentino presta su conformidad a las modificaciones propuestas, en la convicción de que ellas contribuirán a hacer más efectiva la compren-

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<sup>1</sup> TIAS 3459; 6 UST 6077.

<sup>2</sup> Should read "June 12, 1959." TIAS 4246; 10 UST 1068.

sión entre ambos pueblos, mediante el intercambio de conocimientos y técnica profesional.

Hallo propicia esta oportunidad para reiterar a Vuestra Excelencia las expresiones de mi más alta y distinguida consideración.

[SEAL]

OSCAR H CAMILION

Oscar H. Camilion

*Subsecretario de Relaciones Exteriores*

A S. E. el señor Embajador de los  
Estados Unidos de América

Dr. ROY R. RUBOTTOM.

*Buenos Aires*

*Translation*

NATIONAL EXECUTIVE BRANCH  
MINISTRY OF FOREIGN RELATIONS AND WORSHIP

Please refer to  
No. 152-21/10091

BUENOS AIRES, May 17, 1961

MR. AMBASSADOR:

I have the honor to address Your Excellency with reference to Note No. 102 of the 8th of this month, in which you submit to my Government for its consideration certain amendments to the Agreement signed November 5, 1956 and the exchange of notes of February 26 and December 27, 1957.

I take pleasure in informing Your Excellency that the Argentine Government accepts the proposed amendments, in the certainty that they will help to promote further understanding between our peoples by the exchange of knowledge and professional skills.

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

[SEAL]

OSCAR H CAMILION

Oscar H. Camilion

*Under Secretary for Foreign Relations*

His Excellency

Roy R. RUBOTTOM,

*Ambassador of the United States of America,  
Buenos Aires.*

# CHINA

## Surplus Agricultural Commodities [<sup>1</sup>]

*Agreement amending the agreement of August 30, 1960, as amended.*

*Effectuated by exchange of notes*

*Signed at Taipei April 27, 1961;*

*Entered into force April 27, 1961.*

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*The American Ambassador to the Chinese Minister of Foreign Affairs*

No. 48

TAIPEI, April 27, 1961.

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement entered into by our two Governments on August 30, 1960, as supplemented and amended, and to the accompanying exchange of notes, as amended,[<sup>2</sup>] and, in response to the request of the Government of the Republic of China, to propose that this Agreement be further amended as follows:

1. To provide for additional financing by the Government of the United States of America for the following:

Commodity	Export Market Value (millions)
Wheat and/or flour	U.S. \$3.0
Ocean transportation (estimated)	.6
Total	U.S. \$3.6

2. To provide that New Taiwan dollars accruing to the Government of the United States of America as a consequence of sales made pursuant to this amendment will be used by the Government of the United States of America as follows:

(a) For payment of United States expenditures in the Republic of China under subsections (a), (b), (d), (f) and (h) through (r) of Section 104 of the Agricultural Trade Development and Assistance Act,[<sup>3</sup>] as amended (hereinafter referred to as the Act), or under any of such subsections, the New Taiwan dollar equivalent of U.S.

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<sup>1</sup> Also TIAS 4825, 4901; *post*, p. 1132 and Part 3.

<sup>2</sup> TIAS 4563, 4628, 4634, 4686; 11 UST 2058, 2444, 2503; *ante*, p. 142.

<sup>3</sup> 68 Stat. 456; 7 U.S.C. § 1704.

\$680,000. This increases the total amount indicated in paragraph 1-a of Article II of the Agreement to the New Taiwan dollar equivalent of U.S. \$4.11 million.

(b) For procurement of military equipment, materials, facilities and services in accordance with subsection 104(c) of the Act, as mutually agreed upon by the two Governments, the New Taiwan dollar equivalent of U.S. \$1.95 million. This increases the total amount indicated in paragraph 1-b of Article II of the Agreement to the New Taiwan dollar equivalent of U.S. \$11.45 million.

(c) For loans to be made by the Export-Import Bank of Washington under subsection 104(e) of the Act and for administrative expenses of the Export-Import Bank of Washington in the Republic of China incident thereto, the New Taiwan dollar equivalent of U.S. \$650,000. This increases the total amount indicated in paragraph 1-c of Article II of the Agreement to the New Taiwan dollar equivalent of U.S. \$3.9 million.

(d) For a loan to the Government of the Republic of China under subsection 104(g) of the Act, the New Taiwan dollar equivalent of U.S. \$320,000. This increases the total amount indicated in paragraph 1-d of Article II of the Agreement to the New Taiwan dollar equivalent of U.S. \$1.94 million.

It is understood that in the event the total of New Taiwan dollars accruing to the Government of the United States of America as a consequence of sales made pursuant to the Agreement, as supplemented and amended, is less than the New Taiwan dollar equivalent of U.S. \$21.4 million, the amount available for expenditures under subsection 104(c) of the Act will be reduced by the amount of such difference; to the extent the total exceeds the equivalent of U.S. \$21.4 million, 54 per cent of the excess will be available for uses under subsection 104(c), 18 per cent for loans under subsection 104(e), 9 per cent for a loan under subsection 104(g), and 19 per cent for any use or uses authorized by Section 104 of the Act as the Government of the United States of America may determine.

It is further understood that in the notes of August 30, 1960, as amended, relating to the conversion of New Taiwan dollars into other currencies "U.S. \$365,000" is deleted and "U.S. \$428,000" is substituted therefor.

Application for purchase authorizations will be made within 90 calendar days of the effective date of this amendment.

Except as otherwise provided herein, the pertinent provisions of the Agreement of August 30, 1960 and the accompanying exchange of notes shall apply to this amendment.

I have the honor to propose that this note and Your Excellency's reply concurring therein shall constitute an Agreement between our two Governments on this matter to enter into force on the date of Your Excellency's note in reply.

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

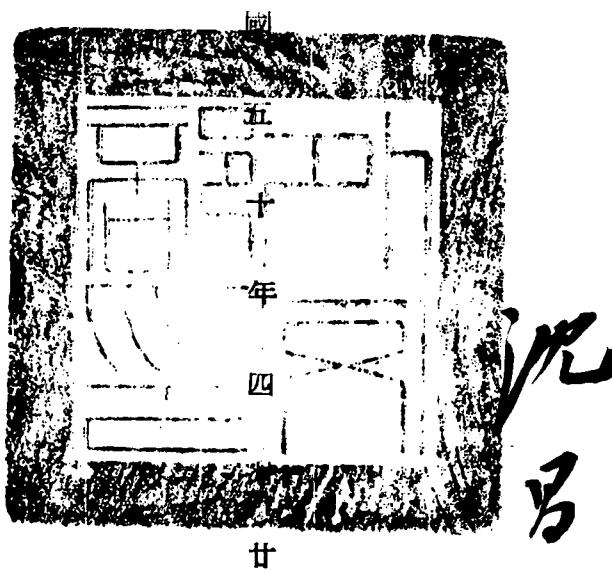
EVERETT F. DRUMRIGHT

His Excellency  
SHEN CHANG-HUAN,  
*Minister of Foreign Affairs,*  
*Taipei.*

甲

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於

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沈昌煥

本部長茲代表中華民國政府對於上列建議表示同意，並證實

閣下來照及本照會即構成

貴我兩國政府間關於此事之協定，自本日起生效。相應復請

查照。

本部長順向

貴大使重表最高之敬意。

此致

美利堅合衆國駐中華民國大使莊萊德閣下

爲之•

「除本修正協定另有規定者外，一九六〇年八月三十日所簽訂之農產品協定暨其所附換文中有關規定均應適用於本修正協定。」

「本大使茲特建議，本照會及

閣下表示同意之復照即構成

貴我兩國政府間關於此事之協定，自

閣下復照之日起生效。」

等由•

一〇四節(o)項下各種用途之用，百分之十八供第一〇四節(e)項下各項貸款之用，百分之九供第一〇四節(g)項下貸款之用，百分之十九供由美利堅合衆國政府決定用於第一〇四節所許可之任何一項或各項用途。

「雙方並了解：業經修正之一九六〇年八月三十日關於新台幣兌換其他外幣一節之換文中，「三六五〇〇〇美元」一語即予刪除，而以「四二八〇〇〇美元」一語代替之。」

「購買授權書之申請將於本修正協定生效之日起九十曆日內

第一〇四節回項之規定，貸予中華民國政府。上述農產品協定之第二條第一項丁款所列總款額因此增至一九四九〇〇〇美元等值之新台幣。

「雙方了解：美利堅合衆國政府依照業經補充及修正之上述協定出售農產品所獲得之新台幣總額倘少於二一、四〇〇〇〇〇美元等值之新台幣時，則其差額將在原供「該法案」第一〇四節(9)項下各種開支款額中如數減除；倘總額多於二一、四〇〇〇〇〇〇美

元等值之新台幣時，則其超額之百分之五十四將供「該法案」第

條第一項乙款所列總款額因此增至一一四五〇〇〇美元等值之新台幣。

(丙)以六五〇〇〇〇〇美元等值之新台幣，由華盛頓進出口銀行依照「該法案」第一〇四節(⑨)項之規定，用於貸款，並用於該銀行在中華民國因此引起之行政費用。上述農產品協定之第二條第一項丙款所列總款額因此增至三九〇〇〇〇〇美元等值之新台幣。

(丁)以三二〇〇〇〇〇美元等值之新台幣，依照「該法案」

正之農產貿易推進協助法案一（以下簡稱「該法案」）第一〇四節(a)、(b)、(d)、(f)及(g)至(n)各項，或各該項中任每一項之規定，用於美國政府在中華民國境內之開支。上述農產品協定之第二條第一項甲款所列總款額因此增至四、一〇〇〇〇美元等值之新台幣。

(z)以一九五〇、〇〇〇美元等值之新台幣，依照「該法案」第一〇四節(o)項之規定，經雙方政府協議，用於採購軍事裝備、材料、設備及勞務。上述農產品協定之第二

## 增加資助：

品

名

出口市價（以百萬美元為單位）

小麥及、或麪粉

三·〇

海運費（估計數額）

〇·六

總

計

三·六

新台幣，將由美利堅合衆國政府依本修正協定出售農產品所獲得之  
 「二、美利堅合衆國政府依本修正協定出售農產品所獲得之

(甲)以六八〇、〇〇〇美元等值之新台幣，依照業經修

*The Chinese Minister of Foreign Affairs to the American Ambassador*

貴大使平日第四十八號照會內開：

巡檢者：接准

照會

外  
(50)  
美  
—  
005818

「關於

貴我兩國政府於一九六〇年八月三十日所簽訂，並經補充及修正之農產品協定暨其所附業經修正之換文，茲應中華民國政府之請，建議將該項協定再予修正如下：

「一、美利堅合衆國政府對下列農產品之採購及其海運費，

*Translation*

## NOTE

MINISTRY OF FOREIGN AFFAIRS  
REPUBLIC OF CHINA

No. Wai-50-Mei-1-005818

TAIPEI, April 27, 1961

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's Note No. 48 of today's date which reads as follows:

[For the English language text of the note, see *ante*, p. 689.]

In reply, I have the honor to signify on behalf of the Government of the Republic of China its concurrence in the foregoing proposals and to confirm that Your Excellency's Note and this Note shall constitute an Agreement between our two Governments on this matter, effective from today's date.

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

SHEN CHANG-HUAN

His Excellency

EVERETT F. DRUMRIGHT,

*Ambassador of the United States of America,  
Taipei.*

# SPAIN

## Surplus Agricultural Commodities

*Agreement signed at Madrid May 22, 1961;  
Entered into force May 22, 1961.  
With exchange of notes.*

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### AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF SPAIN UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

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The Government of the United States of America and the Government of Spain.

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries,

Considering that the purchase for pesetas of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade,

Considering that the pesetas accruing from such purchase will be utilized in a manner beneficial to both countries,

Desiring to set forth the understandings which will govern the sales, as specified below of agricultural commodities to Spain pursuant to Title I of the Agricultural Trade Development and Assistance Act, [1] as amended, (hereinafter referred to as the Act) and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities,

Have agreed as follows.

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<sup>1</sup> 68 Stat. 455, 7 U.S.C. §§ 1701-1709.

ARTICLE I*SALES FOR PESETAS*

1. Subject to the availability of commodities for programming under the Act and to issuance by the Government of the United States of America and acceptance by the Government of Spain of purchase authorizations, the Government of the United States of America undertakes to finance the sales for pesetas to purchasers authorized by the Government of Spain of the following agricultural commodities determined to be surplus pursuant to the Act, in the amounts indicated

<i>Commodity</i>	<i>Export Market Value</i> (millions)
Wheat	\$14. 4
Barley	4. 4
Corn	4. 2
Cotton	22. 5
Ocean transportation (estimated)	4. 0
 Total	 \$49. 5

2. Applications for purchase authorizations will be made within 90 calendar days of the effective date of this agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment or supplement to this agreement will be made within 90 days of the effective date of each amendment or supplement. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the pesetas accruing from such sale, and other relevant matters.

3. Purchase and shipment of the commodities mentioned above will be made within 18 calendar months of the effective date of this agreement.

ARTICLE II*USES OF PESETAS*

The pesetas accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the amounts shown

(a) For United States expenditures under subsections (a), (b), (f), (h), (i), (j), (k), (l), (m), (n), (o), (p), (q) and (r) of Section

104 of the Act or under any of such subsections, fifty percent of the pesetas accruing pursuant to this agreement.

(b) For a loan to the Government of Spain under Section 104(g) of the Act for financing such projects to promote economic development as may be mutually agreed, including projects not heretofore included in plans of the Government of Spain, fifty percent of the pesetas accruing pursuant to this agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement between the Export-Import Bank of Washington and the Government of Spain. In the event that agreement is not reached on the use of the pesetas for loan purposes within three years from the date of this agreement, the Government of the United States of America may use the pesetas for any purpose authorized by Section 104 of the Act.

### ARTICLE III

#### *DEPOSIT OF PESETAS*

1. The deposit of pesetas to the account of the Government of the United States of America in payment for the commodities and for ocean transportation costs financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) shall be made at the rate of exchange for United States dollars generally applicable to import transactions (excluding imports granted a preferential rate) in effect on the dates of dollar disbursement by United States banks or by the Government of the United States of America, as provided in the purchase authorizations.

2. In the event that a subsequent agricultural commodities agreement or agreements should be signed by the two Governments under the Act, any refunds of pesetas which may be due or become due under this agreement more than two years from the effective date of this agreement will be made by the Government of the United States of America from funds available from the most recent agricultural commodities agreement in effect at the time of the refund.

### ARTICLE IV

#### *GENERAL UNDERTAKINGS*

1. The Government of Spain agrees that it will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes (except where such resale, transshipment or use is specifically approved by the Government of the United States of America) of the agricultural commodities purchased pursuant to the provisions of this Agreement and to assure that the purchase of such commodities does not result in increased

availability of these or like commodities to nations unfriendly to the United States of America.

2. The two Governments agree that they will take reasonable precautions to assure that all sales or purchases of agricultural commodities, pursuant to the Agreement, will not displace usual marketings of the United States of America in these commodities, or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

3. In carrying out this Agreement the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Government of Spain agrees to furnish, upon request of the United States of America, information on the progress of the program, particularly with respect to the arrival and condition of commodities and the provisions for the maintenance of usual marketings, and information relating to exports of the same or like commodities.

#### ARTICLE V

##### *CONSULTATION*

The two Governments will, upon the request of either of them, consult regarding any matter relating to the application of this Agreement or to the operation of arrangements carried out pursuant to this Agreement.

#### ARTICLE VI

##### *ENTRY INTO FORCE*

The Agreement shall enter into force upon signature.

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

DONE in duplicate at Madrid in the English and Spanish languages this 22nd day of May, 1961.

FOR THE GOVERNMENT OF THE FOR THE GOVERNMENT OF  
UNITED STATES OF AMERICA. SPAIN

W PARK ARMSTRONG Jr

FERNANDO M CASTIELLA

**A C U E R D O**

**SOBRE PRODUCTOS AGRICOLAS ENTRE ESPAÑA Y**  
**LOS ESTADOS UNIDOS DE AMERICA SEGUN EL**  
**TITULO PRIMERO DE LA LEY ENMENDADA SOBRE**  
**DESARROLLO DEL COMERCIO AGRICOLA Y**  
**ASISTENCIA.**

**ACUERDO SOBRE PRODUCTOS AGRICOLAS ENTRE LOS  
GOBIERNOS DE ESPAÑA Y DE LOS ESTADOS UNIDOS  
DE AMERICA SEGUN EL TITULO PRIMERO DE LA LEY  
ENMENDADA SOBRE DESARROLLO DEL COMERCIO  
AGRICOLA Y ASISTENCIA.**

El Gobierno de España y el Gobierno de los Estados Unidos de América.

Reconociendo la conveniencia de incrementar el comercio de productos agrícolas entre ambos países y con otras naciones amigas, de forma que no desplace el comercio usual de los Estados Unidos de América de dichos productos, ni disloque indebidamente los precios mundiales de los mismos, o los sistemas normales del tráfico comercial con países amigos;

Considerando que la compra en pesetas de productos agrícolas obtenidos en los Estados Unidos de América contribuirá a lograr el citado incremento del comercio,

Considerando que las pesetas procedentes de tales compras serán utilizadas de forma beneficiosa para ambos países.

Deseando establecer las bases que regularán las ventas de productos agrícolas a España, tal y como se especifica a continuación, en consonancia con el Título Primero de la Ley sobre Desarrollo del Comercio Agrícola y Asistencia, enmendada, (de ahora en adelante denominada "la Ley"), así como las Medidas que ambos Gobiernos adoptarán individual y colectivamente para lograr el incremento del comercio de dichos productos,

Han convenido lo siguiente

**ARTICULO I**

***VENTAS EN PESETAS***

1.— Con sujeción a que los productos incluidos en el programa de la Ley se hallen disponibles y a que el Gobierno de los Estados Unidos emita y el Gobierno español acepte las autorizaciones de compra, el Gobierno de los Estados Unidos de América se compromete a financiar las ventas en pesetas a compradores autorizados por el Gobierno español de los siguientes productos agrícolas calificados como excedentes, de acuerdo con la Ley, por los valores que se indican a continuación

<u>PRODUCTOS</u>	<u>VALOR DE MERCADO PARA LA EXPORTACION (Millones)</u>
Trigo	14. 4
Cebada	4. 4
Maíz	4. 2
Algodón	22. 5
Fletes (estimación)	4. 0
 Total	 \$49. 5

2.- Las solicitudes de las autorizaciones de compra se presentarán en un plazo de noventa días naturales a contar de la fecha de este Acuerdo, con excepción de aquellas que se refieran a productos adicionales o cantidades de productos incluidas en enmiendas o suplementos de este Acuerdo, que se harán dentro de los noventa días siguientes a la fecha de cada enmienda o suplemento. Las autorizaciones incluirán disposiciones referentes a la venta y entrega de las mercancías, el momento y circunstancias del depósito de las pesetas resultantes de la venta y otras cuestiones pertinentes.

3.- La compra y el embarque de las mercancías mencionadas anteriormente, serán realizados dentro de los 18 meses naturales siguientes a la fecha de este Acuerdo.

## ARTICULO II

### *UTILIZACION DE LAS PESETAS*

Las pesetas que resulten en favor del Gobierno de los Estados Unidos de América como consecuencia de las ventas realizadas según este Acuerdo, se utilizarán por dicho Gobierno del modo y por el orden de prioridad que el mismo determine para los siguientes fines y en las cantidades que se indican

a) Para los gastos de los Estados Unidos previstos en las subsecciones (a), (b), (f), (h), (i), (j), (k), (l), (m), (n), (o), (p), (q) y (r) de la Sección 104 de la Ley, o en cualquiera de ellas, el cincuenta por ciento de las pesetas resultantes de este Acuerdo.

b) Para un préstamo al Gobierno español según la Sección 104 (g) de la Ley, con objeto de financiar proyectos que fomenten el desarrollo económico, del modo que mutuamente se convenga, incluyendo aquellos que hasta el presente no han sido comprendidos en los planes del Gobierno español, el cincuenta por ciento de las pesetas resultantes de este Acuerdo. Los términos y condiciones del préstamo y sus demás disposiciones serán establecidas en un Acuerdo de préstamo separado entre el Export Import Bank de Washington y el Gobierno español. En el caso de que no se llegue a un acuerdo sobre el uso de las pesetas a los efectos del préstamo dentro de un plazo de tres años a contar de la fecha de este Acuerdo, el Gobierno de los Estados Unidos podrá

utilizarlas para cualquier otro fin autorizado por la Sección 104 de la Ley

### ARTICULO III

#### *DEPOSITO DE LAS PESETAS*

1.— El depósito de las pesetas en la cuenta del Gobierno de los Estados Unidos de América, en pago de los productos y de los gastos de transporte oceánico financiados por el citado Gobierno, (con excepción de los gastos en exceso resultantes del requisito de la utilización de barcos de bandera de los Estados Unidos), se realizará al tipo de cambio de los dólares de los Estados Unidos de América generalmente aplicable a las operaciones de importación, (excluidas las importaciones que disfruten de un cambio preferente), en vigor en las fechas de los desembolsos en dólares por los Bancos de los Estados Unidos o por el Gobierno de dicho país, según se establezca en la autorización de compra.

2.— En el caso de que los dos Gobiernos suscriban uno o más acuerdos subsiguientes de productos agrícolas según la Ley, los reembolsos de pesetas que se deban o que venzan en virtud de este Acuerdo, pasados más de dos años de la fecha del mismo, se realizarán por el Gobierno de los Estados Unidos de América con cargo a los fondos disponibles del Acuerdo de productos agrícolas más reciente en vigor en el momento del reembolso.

### ARTICULO IV

#### *OBLIGACIONES GENERALES*

1.— El Gobierno español se compromete a adoptar todas las medidas posibles para impedir la reventa o transbordo a otros países o el uso para otros fines distintos de los domésticos, (excepto cuando tal reventa o transbordo o uso sean específicamente aprobados por el Gobierno de los Estados Unidos), de los productos agrícolas comprados con arreglo a las disposiciones de este Acuerdo, y a asegurar que de la compra de tales productos no resulte una mayor disponibilidad de los mismos o de otros similares en favor de naciones no amigas de los Estados Unidos de América.

2.— Ambos Gobiernos convienen que adoptarán precauciones razonables para asegurar que todas las ventas o compras de productos agrícolas con arreglo a este Acuerdo, no desplazarán el comercio normal de los Estados Unidos de América para estos productos ni dislocarán indebidamente los precios mundiales de los productos agrícolas o los sistemas normales del tráfico comercial con los países amigos.

3.— Al desarrollar este Acuerdo, ambos Gobiernos harán por asegurar que las condiciones comerciales que permitan a los comerciantes privados desarrollar sus actividades con eficacia y se esforzarán de la mejor manera en desarrollar e incrementar la demanda continuada del mercado de productos agrícolas.

4.- El Gobierno español conviene en suministrar, a petición del Gobierno de los Estados Unidos de América, información sobre el desarrollo del programa, particularmente con respecto a la llegada y condición de los productos y a las disposiciones para el mantenimiento de los mercados usuales, así como información relativa a la exportación de los citados productos u otros similares.

#### ARTICULO V

##### *CONSULTAS*

Ambos Gobiernos, a petición de cualquiera de ellos, se consultarán sobre cualquier asunto relacionado con la aplicación del presente Acuerdo o con el desarrollo de los arreglos que se lleven a cabo de conformidad con el mismo.

#### ARTICULO VI

##### *ENTRADA EN VIGOR*

El presente Acuerdo entrará en vigor el día de su firma.

En testimonio de lo cual, los respectivos representantes, debidamente autorizados al efecto, han firmado el presente Acuerdo.

Hecho en Madrid, por duplicado, en lenguas española e inglesa, hoy día 22 de Mayo de 1961.

POR EL GOBIERNO ESPAÑOL,      POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA,

FERNANDO M CASTIELLA

W PARK ARMSTRONG Jr

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*The American Chargé d'Affaires ad interim to the Spanish Minister  
for Foreign Affairs*

No. 1312

MADRID, May 22, 1961

**EXCELLENCY**

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of Spain signed today

With respect to wheat, I wish to confirm my Government's understanding that the Government of Spain has procured and imported with its own foreign exchange resources at least 250,000 metric tons of wheat from free world sources, including the United States of America, during the year ending June 30, 1961. The Government of Spain agrees that it will not permit exports of wheat or wheat flour during the year ending December 31, 1961 or any subsequent period.

TIAS 4771

during which wheat and wheat flour purchased pursuant to the agreement is being imported and utilized, except that it may export up to 20,000 metric tons of durum wheat between the date of the Agreement and December 31, 1961. I wish to confirm my understanding that the Government of Spain during this period will import from the United States or countries friendly to it non-durum wheat in quantities equal to the durum wheat exported, in addition to the quantities of imports referred to above.

With respect to cotton, I wish to confirm my Government's understanding that the Government of Spain has procured or will procure and import with its own foreign exchange resources at least 140,000 bales of cotton from its normal suppliers, including the United States of America, during the year ending November 30, 1961.

With respect to loans for economic development under sub-paragraph "b" of Article II of the Agreement, it is understood that the Government of Spain will authorize its Ambassador at Washington, immediately on signature of the Agreement, to sign a loan agreement with the Export-Import Bank. Peseta funds will be advanced or reimbursed to the Government of Spain for financing agreed projects in accordance with the terms of the project agreements and the standard provisions annexed thereto as amended for projects in Spain.

I also wish to confirm my Government's understanding of the agreement reached in conversations which have taken place between representatives of our two Governments with respect to the conversion of pesetas into other currencies and to certain other matters relating to the use of pesetas accruing under the subject Agreement by the Government of the United States of America

1. The Government of Spain will, within 30 days of the time request therefor is made by the Government of the United States of America, convert pesetas in the equivalent value of not more than \$990,000 to West German Deutsch Marks for remission to the United States Disbursing Officer in Bonn for use in countries other than Spain in accordance with Section 104(a) of the Act.

2. The Government of the United States of America may utilize pesetas to procure in Spain goods and services needed in connection with agricultural market development projects and activities in other countries.

3. The types of agricultural market development activities of mutually beneficial character to be carried out in Spain by the Government of the United States of America may include, but are not limited to, projects to promote better nutrition practices, market analysis, promotion of particular commodities, education and demonstration projects, participation in international fairs, visits of representatives of the Government of Spain, trade groups and agricultural groups to the United States of America and visits of representatives of the United States Government, trade groups and agricultural groups to Spain.

4. The Government of the United States of America may utilize pesetas in Spain to pay for international travel originating either in Spain or the United States of America when involving travel to or from Spain and return including reasonable alternate routings. It is understood that this is intended to cover only travel by persons engaged in activities financed under Section 104 of the Act.

5. The Government of Spain will, within 30 days of the time request is made by the Government of the United States of America, convert pesetas in the equivalent value of not more than \$1,000,000 to other currencies for uses in countries other than Spain in accordance with Section 104(h) of the Act.

I shall appreciate Your Excellency's confirmation of the above understandings.

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

W. PARK ARMSTRONG, Jr.  
*Chargé d'Affaires, a.i.*

His Excellency

FERNANDO MARÍA CASTIELLA Y MAIZ,  
*Minister for Foreign Affairs,*  
*Madrid.*

*The Spanish Minister for Foreign Affairs to the American Chargé d'Affaires ad interim*

MINISTERIO DE ASUNTOS EXTERIORES

Nº. 219

MADRID, 22 de mayo de 1961

MUY SEÑOR MÍO

Tengo la honra de acusar recibo de la Nota de V.E. nº 1312 de esta misma fecha que, debidamente traducida, dice lo siguiente

"Tengo la honra de referirme al Acuerdo sobre productos agrícolas firmado hoy entre el Gobierno de los Estados Unidos de América y el Gobierno de España.

"Con respecto al trigo, deseo confirmar el entendimiento de mi Gobierno de que el Gobierno de España ha adquirido e importado, con sus propios recursos en moneda extranjera, por lo menos 250.000 Tm. de trigo, de origen mundo libre, incluidos los Estados Unidos de América, durante el año que termina el 30 de junio de 1961. El Gobierno de España conviene que no permitirá exportaciones de trigo o de harina durante el año que termina el 31 de diciembre de 1961 ni en cualquier período siguiente durante el cual se importe y utilice el trigo y la harina de trigo comprados en virtud de este Acuerdo, pero podrá exportar hasta 20.000 Tm. de trigo duro entre la fecha del Acuerdo y el 31 de diciembre de 1961. Deseo confirmar mi entendi-

miento de que el Gobierno de España, durante este período, importará de los Estados Unidos o países amigos trigo no duro en cantidades iguales al trigo duro exportado en adición a las importaciones más arriba referidas.

Con respecto al algodón, deseo confirmar el entendimiento de mi Gobierno de que el Gobierno de España ha adquirido o adquirirá e importará durante el año que termina el 30 de noviembre de 1961 con sus propios recursos en moneda extranjera de sus suministradores normales, incluidos los Estados Unidos de América, por lo menos 140.000 balas de algodón.

Con respecto al préstamo para el desarrollo económico de conformidad con el subpárrafo "b" del artículo II del Acuerdo, queda entendido que el Gobierno de España, inmediatamente después de firmar el Acuerdo, autorizará al Embajador en Washington a firmar un Acuerdo de Préstamo con el Export-Import Bank. Los fondos en pesetas serán adelantados o reembolsados al Gobierno de España para financiar Proyectos en consonancia con los términos de los Acuerdos de proyecto y las disposiciones generales anexas a los mismos, enmendadas para los proyectos referentes a España.

Deseo, también, confirmar el entendimiento de mi Gobierno del acuerdo a que se ha llegado en las conversaciones celebradas entre los representantes de nuestros dos Gobiernos con respecto a la conversión de pesetas en otras divisas y a ciertas otras materias relativas al uso de las pesetas correspondientes al Gobierno de los Estados Unidos de América según el citado Acuerdo.

1.- El Gobierno de España, dentro de los 30 días de la fecha de la petición que a tal efecto se haga por el Gobierno de los Estados Unidos de América, convertirá pesetas en Deutsmarks de Alemania Occidental hasta la equivalencia de no más de 990.000 dólares para ser remitidos al Ordenador de pagos de los Estados Unidos en Bonn y utilizados en países distintos de España, de acuerdo con la Sección 104 (a) de la Ley.

2.- El Gobierno de los Estados Unidos puede utilizar pesetas para adquirir en España los bienes y servicios que se necesiten en relación con proyectos y actividades para el desarrollo de los mercados agrícolas en otros países.

3.- Los tipos de actividades para el desarrollo de los mercados agrícolas, de carácter mutuamente beneficiosos, que han de llevarse a cabo en España por el Gobierno de los Estados Unidos de América, pueden incluir, aunque sin limitarse a ellos, proyectos para fomentar mejores prácticas de nutrición, análisis de mercados, promoción de productos especiales, proyectos de educación y de demostración, participación en Ferias Internacionales, visitas de representantes del Gobierno español, envío de grupos comerciales y agrícolas a los Estados Unidos de América, visitas de representantes del Gobierno de los Estados Unidos y envíos de grupos comerciales y agrícolas a España.

4. El Gobierno de los Estados Unidos de América puede utilizar pesetas en España para pagar los viajes internacionales originados bien en España o bien en los Estados Unidos de América, cuando entrañen viajes a/o desde España y regreso, incluyendo rutas alternativas razonables. Queda entendido que lo que antecede tiene como finalidad cubrir solamente los viajes de personas ocupadas en actividades financiadas según la Sección 104 de la Ley.

5.- El Gobierno de España, dentro de los 30 días a partir de la fecha de la petición que a tal efecto se haga por el Gobierno de los Estados Unidos de América, convertirá pesetas en otras monedas hasta la equivalencia de no más de 1 millón de dólares para ser utilizadas en países distintos de España, de acuerdo con la Sección 104 (h) de la Ley.

Agradeceré a S.E. me confirme los anteriores entendimientos.

Acepte, Excelencia, la seguridad renovada de mi más alta consideración”

En nombre de mi Gobierno, tengo la honra de manifestarle su conformidad con lo que antecede.

Le ruego acepte, señor Encargado de Negocios, las seguridades de mi alta consideración.

FERNANDO M CASTIELLA

Sr. W PARK ARMSTRONG Jr.

*Encargado de Negocios a.i.  
de la Embajada de los  
Estados Unidos de América.-*

*Translation*

MINISTRY OF FOREIGN AFFAIRS

No. 219

MADRID, May 22, 1961

SIR.

I have the honor to acknowledge receipt of Your Excellency's note No. 1312 of this date, which, duly translated, reads as follows.

[For the English language text of the note, see *ante*, p. 710.]

In the name of my Government, I have the honor to inform you of its agreement to the foregoing.

Accept, Mr. Chargé d'Affaires, the assurances of my high consideration.

FERNANDO M CASTIELLA

Mr. W PARK ARMSTRONG, Jr.,  
*Chargé d'Affaires ad interim of the  
Embassy of the  
United States of America*

# PAKISTAN

## Surplus Agricultural Commodities [<sup>1</sup>]

*Agreement amending the agreement of April 11, 1960, as amended.*

*Effectuated by exchange of notes*

*Signed at Karachi June 3, 1961;*

*Entered into force June 3, 1961.*

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*The American Deputy Chief of Mission to the Pakistani Joint Secretary of the Ministry of Finance*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
KARACHI, PAKISTAN

*June 3, 1961*

No. 753

DEAR MR. MOZAFFAR:

I have the honor to refer to the Agricultural Commodities Agreement signed on April 11, 1960, as amended on September 23, 1960, March 11, 1961 and April 22, 1961 [<sup>2</sup>] providing for financing certain agricultural commodities under Title I of the Agricultural Trade Development and Assistance Act,[<sup>3</sup>] as amended, and to propose that the agreement be further amended as follows:

1. In Article I, add cottonseed and/or soybean oil to the list of commodities in the amount of \$3.75 million, increase the amount for wheat from \$69.1 million to \$76.8 million, the amount for ocean transportation from \$14.9 million to \$16.65 million and the total from \$101.2 million to \$114.4 million.

2. In Article II, increase the amount in paragraph (1) from \$20.24 million to \$22.88 million, the amount in paragraph (2) from \$10.07 million to \$11.39 million, the amount in paragraph (3) and (4) from \$35.445 million to \$40.065 million, and the amount in paragraph following paragraph (4) from \$101.2 million to \$114.4 million in the instances in which the former appears.

3. In paragraph (1) of the accompanying exchange of notes increase the amount \$1,254,000 to \$1,598,000 and the amount \$627,000 to \$799,000.

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<sup>1</sup> Also TIAS 4778, 4794, 4829, 4852; *post*, pp. 784, 897, 1170, and Part 2.

<sup>2</sup> TIAS 4470, 4579, 4720, 4743; 11 UST 1352, 2156; *ante*, pp. 323, 501.

<sup>3</sup> 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

If the foregoing is acceptable to Your Excellency's Government, it is proposed that this note together with Your Excellency's note in reply concurring therein shall constitute an Agreement between our two Governments to enter into force on the date of Your Excellency's reply.

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

WILLIAM O. HALL  
Deputy Chief of Mission

Mr. M. A. MOZAFFAR, S.Q.A.

*Joint Secretary*

*Ministry of Finance*

*Government of Pakistan*

*The Pakistani Joint Secretary of the Ministry of Finance to the American Deputy Chief of Mission*

GOVERNMENT OF PAKISTAN  
MINISTRY OF FINANCE  
ECONOMIC AFFAIRS DIVISION  
KARACHI

TELEGRAMS: MINECA

June 3, 1961.

DEAR MR. HALL,

I have the honour to acknowledge with thanks the receipt of your letter dated June 3, 1961, containing the proposal for amendment to the Agricultural Commodities Agreement signed on April 11, 1960, as amended on September 23, 1960, March 11, 1961 and April 22, 1961, the text of which is reproduced below:

" I have the honour to refer to the Agricultural Commodities Agreement signed on April 11, 1960, as amended on September 23, 1960, March 11, 1961 and April 22, 1961 providing for financing certain agricultural commodities under Title 1 of the Agricultural Trade Development and Assistance Act, as amended, and to propose that the agreement be further amended as follows:

1. In Article 1, add cottonseed and/or soybean oil to the list of commodities in the amount of \$ 3.75 million, increase the amount for wheat from \$ 69.1 million to \$ 76.8 million, the amount for ocean transportation from \$ 14.9 million to \$ 16.65 million and the total from \$ 101.2 million to \$ 114.4 million.
2. In Article II, increase the amount in paragraph (I) from \$ 20.24 million to \$ 22.88 million, the amount in paragraph (2) from \$ 10.07 million to \$ 11.39 million, the amount in paragraph (3) and (4) from \$ 35.445 million to \$ 40.065 million and the amount

- in paragraph following paragraph (4) from \$ 101.2 million to \$ 114.4 million in the instances in which the former appears.
3. In paragraph (I) of the accompanying exchange of notes increase the amount \$ 1,254,000 to \$ 1,598,000 and the amount \$ 627,000 to \$ 799,000.

If the foregoing is acceptable to Your Excellency's Government, it is proposed that this note together with your Excellency's note in reply concurring therein shall constitute an Agreement between our two Governments to enter into force on the date of Your Excellency's reply.

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

I write to confirm that the foregoing sets forth the understanding of the Government of Pakistan.

Yours sincerely,

M. A. MOZAFFAR  
(M. A. Mozaffar)  
*Joint Secretary.*

WILLIAM O. HALL, Esquire.,  
*Deputy Chief of Mission,  
United States Embassy  
in Pakistan,  
Karachi.*

# PANAMA

## Army Mission

*Agreement amending the agreement of July 7, 1942, as extended.*

*Effectuated by exchange of notes*

*Dated at Panamá February 17, March 23, September 22, and  
November 6, 1959;*

*Entered into force November 6, 1959.*

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*The American Embassy to the Panamanian Ministry of Foreign  
Relations*

EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 353

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Relations and has the honor to propose an amendment in the payment and benefit procedures now existing under Articles 13, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 and 27 of the Army Mission Agreement dated July 7, 1942,[<sup>1</sup>] as extended.[<sup>2</sup>]

Pursuant to a recent act of the Congress of the United States of America [<sup>3</sup>] military personnel detailed to foreign governments are no longer authorized to accept compensation and emoluments from such governments. In view thereof, it is proposed that benefits and compensation now accorded by the Government of Panamá to individual members of the United States Army Mission to Panamá, or to the heirs or legal representatives of such members, in fulfillment of the terms of the above Articles of the Agreement, be made, on and after April 1, 1959, in the same amounts and to the same extent to the Government of the United States of America. In the interest of ease of administration, it is proposed that commencing April 1, 1959, such payments be made periodically in lump sum in accordance with arrangements effected between representatives of our two governments.

No payment of compensation for periods of leave provided for in the aforesaid Agreement will be sought from the Government of

<sup>1</sup> EAS 258; 56 Stat. 1547.

<sup>2</sup> See EAS 336, 414, TIAS 2669, 3917; 57 Stat. 1052; 58 Stat. 1377; 3 UST, pt. 4, p. 4962; 8 UST 1626.

<sup>3</sup> 72 Stat. 275; 10 U.S.C. § 712(b).

Panamá by the Government of the United States of America or individual members of the Mission after March 31, 1959.

The Government of the United States of America will consider this note, together with the favorable reply of the Government of Panamá thereto as constituting an amendment of the procedures required by the aforementioned articles of the United States Army Mission Agreement.

JFH

EMBASSY OF THE UNITED STATES OF AMERICA,  
*Panamá, R. P., February 17, 1959.*

*The American Embassy to the Panamanian Ministry of Foreign Relations*

EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 405

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Relations and has the honor to refer to the Embassy's note No. 353 of February 17, 1959, proposing an amendment of the procedures required in certain articles of the United States Army Mission Agreement dated July 7, 1942. The following arrangements in implementation of the foregoing are proposed.

On the basis of past experience and anticipated activities it has been estimated that the sum of \$9,237 would be provided by the Government of Panamá to and in support of individual members of the Army Mission for the twelve months beginning April 1, 1959 under the terms of the Agreement. In accordance with the terms of the exchange of notes between the Embassy and the Ministry of Foreign Relations it is proposed that the Government of Panamá remit to the Embassy of the United States in a check the sum of \$9,237 as an annual [1] lump-sum payment effective from April 1, 1959. It is expected that there will be some variation in the above amount during the course of the year. Accordingly, there will be an annual review of the actual costs in order to allow for variation in costs to the United States of maintaining the Mission and to adjust the amounts paid by the Government of Panamá.

Prior to April 1 of each subsequent year during the term of the Mission Agreement, a similar estimate of costs will be furnished.

It is hereby agreed that the provisions of Article 23 with respect to the provision of office space and facilities by the Government of Panamá, and Article 24 with respect to providing when possible a car and chauffeur by the Government of Panamá will be affected only to the extent that these services will be provided to the United States Government in support of the mission rather than to the individual

<sup>1</sup> See the second paragraph of U.S. note No. 110; *post*, p. 720.

mission members. The provisions of Article 20 with respect to customs exemptions will remain unaffected except that any allowance to cover the payment of customs duties which is or may be imposed on the household effects, personal effects and baggage, including automobile, of such member, will be applied directly by the Government of Panamá to the payment of such duties.

The provisions of Article 27 of the agreement with respect to payments by the Government of Panamá on the death of mission personnel are hereby amended to provide that such identical payments will be included in the annual lump-sum payment made by the Government of Panamá to the Government of the United States.

It is hereby agreed that a per diem allowance at the rate of \$5.00 for travel within Panamá by members of the Army Mission will be included in the annual lump-sum payment, as this is the rate which has been paid under the terms of the agreement. An annual estimate of travel allowances based on the per diem rate of \$5.00 is included in the total annual lump-sum estimate of \$9,237.

If the Ministry of Foreign Relations concurs in the proposed arrangements set forth herein, the Embassy of the United States of America would appreciate receiving a note to this effect. The Embassy would be most grateful if such a note could be received by April 1, 1959, the proposed effective date of the change in procedure.

EMBASSY OF THE UNITED STATES OF AMERICA,  
*Panamá, March 23, 1959.*

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*The American Embassy to the Panamanian Ministry of Foreign  
Relations*

EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 110

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Relations and has the honor to refer to the Embassy's notes Nos. 353 of February 17, 1959 and 405 of March 23, 1959 with respect to a change in procedure for payments in support of individual members of the United States Army Mission for the twelve months beginning April 1, 1959.

In discussions on this subject with the Ministry, the Embassy was informed that the Government of Panamá prefers to make such payments on a monthly rather than an annual basis as proposed in the Embassy's note No. 405. The Embassy is in agreement that payments be made on a monthly basis.

The Government of the United States of America will consider the favorable reply of the Government of Panamá to the Embassy's notes Nos. 353 and 405 as modified by this note as constituting an amend-

ment of the procedures required by Articles 13, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 and 27 of the United States Army Mission Agreement.

JCS

EMBASSY OF THE UNITED STATES OF AMERICA,  
Panamá, R. P., September 22, 1959.

*The Panamanian Minister of Foreign Relations to the American Ambassador*

REPUBLICA DE PANAMA  
MINISTERIO DE RELACIONES EXTERIORES  
P. r. e. u. No. 797/1230

El Ministro de Relaciones Exteriores presenta sus atentos saludos a Su Excelencia el Embajador de Estados Unidos de América y tiene el honor de avisar recibo de sus notas 353, 405 y 110 de 17 de Febrero, de 23 de Marzo y de 22 de Septiembre respectivamente, de 1959, en virtud de las cuales propone modificación de procedimiento de pago en relación con los artículos 13, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 y 27 del Acuerdo de la Misión Militar de Estados Unidos de América en Panamá, de 7 de Julio de 1942, prorrogado, a fin de que los emolumentos pagados mensualmente por el Gobierno de la República de Panamá a los miembros de esa Misión por sus servicios a este Gobierno sean pagados desde el día 1º de Abril al Gobierno de Estados Unidos de América en vista de reciente ley del Congreso de ese país que le prohíbe a su personal militar aceptar compensaciones o emolumentos de otros gobiernos por prestación de servicios.

El Ministerio de Agricultura, Comercio e Industrias, que es el que efectúa los pagos a los miembros de la Misión de Estados Unidos de América en nombre del Gobierno de Panamá ha informado al Ministerio de Relaciones Exteriores que en el Presupuesto de Rentas y Gastos vigente hay una partida por B/.9,000.00 a objeto de satisfacer los emolumentos de la Misión Militar en cuestión y que como hace varios meses que no han sido cobradas las cuentas que corresponden al personal de la misma durante el presente año fiscal, la partida mencionada cuenta con un saldo de B/.4,522.82 con el cual pueden éstas ser pagadas; y que en el Presupuesto de Rentas y Gastos que ha sido sometido a la consideración de la Asamblea Nacional para el año fiscal de 1960 ha sido incluída una nueva partida por B/9,000.00 para atender durante ese lapso a los ya dichos gastos.

Queda entendido que los pagos se harán mensualmente y no por año.

PANAMÁ, 6 de Noviembre de 1959.

*Translation*

REPUBLIC OF PANAMA  
MINISTRY OF FOREIGN RELATIONS

P.r.e.u. No. 797/1230

The Minister of Foreign Relations presents his compliments to His Excellency the Ambassador of the United States of America and has the honor to acknowledge the receipt of his notes No. 353 of February 17, 1959; No. 405 of March 23, 1959; and No. 110 of September 22, 1959, proposing changes in the payment procedure with respect to Articles 13, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, and 27 of the Agreement for the United States Army Mission to Panama, dated July 7, 1942, as extended, so that the monthly emoluments paid by the Government of the Republic of Panama to the members of the Mission for their services to this Government may be paid, on and after April 1, to the Government of the United States of America in view of a recent act of the Congress of the United States prohibiting its military personnel from accepting compensation or emoluments from other governments for services rendered.

The Ministry of Agriculture, Commerce, and Industries, which is the one that pays the members of the United States Mission in the name of the Government of Panama, has informed the Ministry of Foreign Relations that in the present Budget of Income and Expenses there is an item, in the amount of 9,000 balboas, to pay the emoluments of the Army Mission in question; that since the amounts due the personnel of the mission for this fiscal year have not been collected for several months, the above-mentioned item has a balance of 4,522.82 balboas with which they can be paid; and that in the Budget of Income and Expenses that has been submitted to the National Assembly for consideration for the 1960 fiscal year a new item of 9,000 balboas has been included to cover the above-mentioned expenditures during that period.

It is understood that the payments will be made monthly and not annually.

[Initialed]

PANAMÁ, November 6, 1959.

# CANADA

## Defense: Air Defense and Related Cooperation

*Agreement effected by exchange of notes  
Signed at Ottawa June 12, 1961;  
Entered into force June 12, 1961.*

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

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Ottawa, June 12, 1961.*

No. 604.

SIR:

I have the honor to refer to certain discussions which have taken place between representatives of the Government of Canada and of the Government of the United States. These discussions have been concerned with means for ensuring the most effective use of certain resources which each Government is prepared to make available, pursuant to the objectives of the North Atlantic Treaty,<sup>[1]</sup> for improving the air defense of the Canada-United States Region of NATO,<sup>[2]</sup> for furthering the Defense Production Sharing Program of our two Governments, and for the provision of assistance to certain other NATO Governments.

I now propose, on behalf of the Government of the United States, that the provisions set out in the Memorandum of Understanding annexed hereto, which accord with the understandings reached between representatives of the two Governments, should govern the assumption by the Government of Canada of the responsibility for certain continental radar defense stations hitherto the responsibility of the United States, the acquisition of F-101B aircraft by the Government of Canada from the Government of the United States and cooperation in a program for the procurement in Canada of F-104G aircraft to meet a Canadian mutual aid contribution to NATO and United States Military Assistance Program requirements.

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<sup>1</sup> TIAS 1964; 63 Stat., pt. 2, p. 2241.

<sup>2</sup> North Atlantic Treaty Organization.

Accordingly, I propose that this Note, your reply and the terms set out in the enclosed Memorandum of Understanding shall constitute an Agreement between our two Governments, effective from the date of your reply.

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

LIVINGSTON T. MERCHANT

Enclosure :

Memorandum of Understanding

The Honorable

HOWARD C. GREEN,

*Secretary of State for External Affairs,  
Ottawa.*

### MEMORANDUM OF UNDERSTANDING

(In this memorandum, unless the context otherwise requires, "Canada" means the Government of Canada and "United States" means the Government of the United States.)

This Memorandum sets forth the understanding reached by Canada and the United States concerning the acquisition by Canada of F-101B aircraft for operations in Canada, the assumption by Canada of responsibilities for certain continental radar defense stations (Pinetree) and the cooperation of the two Governments in a program for the procurement in Canada of F-104G aircraft:-

#### I. (A) *F-101B Fighter Interceptor Aircraft*

In consideration of the financial and other benefits accruing to the United States under Article II, the United States will at times and places to be agreed between the appropriate authorities of the two Governments:-

- (1) furnish to Canada 66 F-101B aircraft (including dual control F-101B aircraft designated F-101F). Canada agrees that these aircraft will be for the use of the Royal Canadian Air Force squadrons specifically allocated to NORAD [1] by Canada and operated in accordance with NORAD plans. Title to these aircraft will be vested in Canada as from the dates of delivery.
- (2) furnish for the 66 F-101B aircraft support equipment as mutually agreed to the cost of U.S. \$15.6 million, title to equipment so supplied to be vested in Canada as from the dates of delivery.

<sup>1</sup> North American Air Defense Command.

(3) furnish for the 66 F-101B aircraft spares and other related equipment, including flight simulators and a mobile training unit, to a total cost of U.S. \$32.7 million, and armament as mutually agreed. The cost of all items transferred to Canada under this paragraph (I. (A) (3)) will be shared on the basis of the United States paying two-thirds and Canada paying one-third. Title to all items transferred to Canada under the provisions of this paragraph (I. (A) (3)) shall be vested in Canada.

(B) Except as otherwise expressly set out in this Article (I) the entire cost of manning, operating and maintaining the 66 F-101B aircraft, including such airfield construction and other facilities as may be required, will be the responsibility of Canada.

## II. (A) *Continental Radar Defense Stations (Pinetree)*

In consideration of the United States undertaking to furnish to Canada 66 F-101B aircraft and related items in accordance with the terms of Article I, Canada will assume those responsibilities of the United States, under the Exchanges of Notes dated August 1, 1951 [¹] and June 15, 1955 [²] concerning the Continental Radar Defense System, in respect of the manning, operation and maintenance of the Pinetree Stations listed in Article II B, in accordance with the provisions of the said Article II B, thereby relieving the United States of these responsibilities.

(B) (1) Canada will take over the manning, operation and maintenance, and the financial responsibilities relating thereto, of the following Pinetree Stations on dates to be agreed by the appropriate authorities of both Governments :-

Baldy Hughes, British Columbia  
Kamloops, British Columbia  
Puntzi Mountain, British Columbia  
Saskatoon Mountain, British Columbia  
Beausejour, Manitoba  
Armstrong, Ontario  
Lowther, Ontario  
Pagwa, Ontario  
Ramore, Ontario  
Sioux Lookout, Ontario  
Barrington, Nova Scotia

<sup>1</sup> TIAS 3049; 5 UST, pt. 2, p. 1721.

<sup>2</sup> TIAS 3453; 6 UST 6051.

(2) Effective from the date of this agreement, Canada will assume financial responsibilities for all costs of manning, operating and maintaining the following Pinetree Stations:-

Moisie, Quebec  
Saint Sylvestre, Quebec  
Beaverbank, Nova Scotia  
Sydney, Nova Scotia  
Gander, Newfoundland

(3) If additional costs of operation and maintenance arise as a result of any improvements over and above those programmed for installation at the date of this Agreement, the division of costs shall be agreed between the two Governments.

(4) Except as otherwise provided herein, the Pinetree Stations referred to in this Memorandum will continue to be operated under the provisions of the Exchanges of Notes dated August 1, 1951 and June 15, 1955.

### III. *Procurement of F-104G Aircraft*

(A) F-104G aircraft, associated support equipment and initial spares having a total cost of U.S. \$200 million will be procured in Canada. The aircraft will be procured to meet a Canadian mutual aid contribution to NATO and U.S. Military Assistance Program requirements. The United States will contribute U.S. \$150 million to this total cost and Canada will contribute U.S. \$50 million. The annual division of the costs of procurement under this paragraph will be on the basis of three-quarters by the United States and one-quarter by Canada.

(B) Deliveries will start in mid-1963 at the approximate rate of 48 aircraft a year and will continue until aircraft, support equipment and initial spares in the total amount of U.S. \$200 million are delivered.

(C) Where legally possible no part of the U.S. \$200 million in this Article will be used to pay any royalty, license, or fee for any right or part thereof which has been created out of the expenditure of public funds of either Government.

(D) The program described in this Article (III) is subject to the availability of appropriated funds.

### IV. *Taxes*

The equipment, materials and goods placed by or on behalf of the United States in Canada for the purpose of fulfilling these arrangements, and the equipment, materials and goods procured in Canada by or on behalf of the United States for the purpose of fulfilling these arrangements, will be free from customs duties, and federal excise and sales taxes.

**V. Supplementary Arrangements**

Supplementary arrangements or administrative agreements between the appropriate authorities of the two Governments may be made from time to time for the purposes of carrying out the intent of this Memorandum of Understanding.

L.T.M.

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

DEPARTMENT OF EXTERNAL AFFAIRS  
CANADA

No 92

OTTAWA, June 12, 1961

EXCELLENCY,

I have the honour to refer to your Note No. 604 dated June 12, 1961, recording the understandings reached between representatives of the Government of Canada and of the Government of the United States regarding the means for ensuring the most effective use of certain resources which each Government is prepared to make available, pursuant to the objectives of the North Atlantic Treaty, for improving the air defence of the Canada-United States Region of NATO, for furthering the Defence Production Sharing Programme of our two Governments, and for the provision of assistance to certain other NATO Governments.

The proposals contained in Your Excellency's Note are acceptable to the Government of Canada, and it is agreed that your Note, the terms set out in its enclosed Memorandum of Understanding, and this reply shall constitute an agreement between our two Governments on this subject which shall enter into force on the date of this Note.

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

H C GREEN  
*Secretary of State  
for External Affairs*

His Excellency LIVINGSTON T. MERCHANT,  
*Ambassador of the United States of America,*  
100 Wellington Street,  
Ottawa.

# BRAZIL

## Surplus Agricultural Commodities [<sup>1</sup>]

*Agreement amending the agreement of December 31, 1956,  
as corrected and amended.*

*Effectuated by exchange of notes*

*Signed at Rio de Janeiro January 4 and April 18, 1961;  
Entered into force April 18, 1961.*

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*The American Ambassador to the Brazilian Minister of Foreign  
Affairs*

THE FOREIGN SERVICE  
OF THE  
UNITED STATES OF AMERICA

No. 391

RIO DE JANEIRO, January 4, 1961

**EXCELLENCY:**

I have the honor to refer to the Agricultural Commodities Agreement entered into by our two Governments on December 31, 1956,[<sup>2</sup>] as corrected and amended,[<sup>3</sup>] pursuant to Title I of the Agricultural Trade Development and Assistance Act,[<sup>4</sup>] as amended, (hereinafter referred to as the Act), and to propose that Article II of the Agreement be amended to redesignate the authorized United States uses of cruzeiros accruing under the Agreement by citation to the appropriate subsections of Section 104 of the Act, in accordance with current practice, instead of by repeating the language of the appropriate subsections in full, and to add to these authorized uses the additional uses provided for under Subsections (k) through (r) of Section 104. To accomplish these purposes, it is proposed that the present paragraph 1(a) of Article II be deleted and that there be substituted therefor the following: "for United States expenditures under Subsections (a), (f), (h), (i) and (k) through (r) of Section 104 of the Act, or under any of such subsections, the cruzeiro deposit equivalent (as defined in Article III) of fourteen and thirty-five one-hundredths (14.35) percent of the total."; and further, that the present paragraph 1(b) of Article II be deleted and that there be substituted therefor the following: "for United States expendi-

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<sup>1</sup> Also TIAS 4918; *post*, Part 3.

<sup>2</sup> TIAS 3725; 7 UST 3475.

<sup>3</sup> TIAS 3864, 4074, 4144, 4183, 4239, 4311, 4639, 4644; 8 UST 993; 9 UST 1015, 1474; 10 UST 200, 1033, 1638; 11 UST 2532, 2559.

<sup>4</sup> 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

tures under Subsection (j) of Section 104 of the Act, the cruzeiro deposit equivalent of an amount not to exceed sixty-five one-hundredths (0.65) percent of the total."

All other provisions of the Agreement of December 31, 1956, as corrected and amended, remain unchanged.

I have the honor to propose that, if the forgoing is acceptable to Your Excellency's Government, this note together with Your Excellency's affirmative reply shall constitute an Agreement between our two Governments on this matter to enter into force on the date of Your Excellency's note in reply.

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

JOHN M. CABOT

His Excellency

HORACIO LAFER,

*Minister of Foreign Affairs.*

*The Brazilian Minister of Foreign Affairs to the American Ambassador*

MINISTERIO DAS RELAÇÕES EXTERIORES

DAI/DAm/59/581.(22)

*Em 18 de abril de 1961.*

SENHOR EMBAIXADOR,

Tenho a honra de acusar o recebimento da nota no 391 de Vossa Excelência, datada de 4 de janeiro do corrente ano, e que a seguir transcrevo em sua tradução portuguêsa:

"Tenho a honra de referir-me ao Acôrdo sobre Produtos Agrícolas que entrou em vigor entre os nossos dois Governos a 31 de dezembro de 1956, tal como foi corrigido e emendado, de conformidade com o Título I da Lei para Assistência e Desenvolvimento do Comércio Agrícola, também emendada (daqui por diante designada por "Lei"), e propôr que o Artigo II do Acôrdo seja emendado, a fim de indicar novamente quais as aplicações autorizadas, pelos Estados Unidos, das somas de cruzeiros decorrentes do Acôrdo, pela citação das subseções aplicáveis da Seção 104 da Lei, consoante a prática corrente, em vez de repetir o texto completo das subseções aplicáveis, e acrescentar às aplicações autorizadas outras reguladas pelas subseções (k) a (r) da Seção 104. Para êsses fins, propõe-se que o presente parágrafo 1 (a) do Artigo II seja suprimido e substituído pelo seguinte: "para os gastos dos Estados Unidos nos termos das Subseções (a), (f), (h), (i) e (k) a (r) da Seção 104 da Lei, ou nos termos de qualquer delas, o depósito em cruzeiros equivalente (como se encontra definido no Artigo III), a quatorze e trinta e cinco centésimos (14,35) por cento do total"; e, ainda, que o presente parágrafo 1 (b) do Artigo II seja suprimido e

substituído pelo seguinte: "para os gastos dos Estados Unidos nos térmos da Subseção (j) da Seção 104 da Lei, o depósito em cruzeiros equivalente a uma soma que não deverá exceder a sessenta e cinco centésimos (0,65) por cento do total."

Todos os demais dispositivos do Acôrdo de 31 de dezembro de 1956, tal como foi corrigido e emendado, permanecem inalterados.

Tenho a honra de propor que, se o que precede é aceitável ao Governo de Vossa Excelência, esta nota e a resposta afirmativa de Vossa Excelência constituam um Acôrdo entre nossos dois Governos sobre o assunto, o qual entrará em vigor na data da nota de resposta de Vossa Excelência."

2. Em resposta, apraz-me comunicar a Vossa Excelência que o Governo brasileiro concorda com os térmos da proposta contida na nota acima transcrita em sua tradução portuguêsa e considera a mesma e a presente resposta como constituindo um Acôrdo entre os nossos dois Governos sobre o assunto, o qual entrará em vigor nesta data.

Aproveito a oportunidade para renovar a Vossa Excelência os protestos da minha mais alta consideração.

AFONSO ARINOS DE MELLO FRANCO

A Sua Excelência o Senhor JOHN MOORS CABOT,  
*Embaixador dos Estados Unidos da América.*

*Translation*

MINISTRY FOR FOREIGN AFFAIRS

DAI/DAm/59/561.(22)

*April 18, 1961*

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's note No. 391, dated January 4 of this year, which I transcribe below in Portuguese translation:

[For the English language text of the note, see *ante*, p. 728.]

2. In reply, I am happy to inform Your Excellency that the Brazilian Government accepts the terms of the proposal contained in the note transcribed above in Portuguese translation and considers that note and this reply as constituting an Agreement between our two Governments on the matter, to enter into force on this date.

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

AFONSO ARINOS DE MELLO FRANCO

His Excellency  
JOHN MOORS CABOT,  
*Ambassador of the  
United States of America.*

# JAPAN

## Joint United States-Japan Committee on Trade and Economic Affairs

*Agreement effected by exchange of notes  
Signed at Washington June 22, 1961;  
Entered into force June 22, 1961.*

*The Secretary of State to the Japanese Minister for Foreign Affairs*

DEPARTMENT OF STATE  
WASHINGTON  
*June 22, 1961*

EXCELLENCY:

I have the honor to refer to recent discussions between the President of the United States of America and the Prime Minister of Japan concerning the desirability of developing arrangements for consultations between our two Governments on economic matters of mutual concern. In this connection, it was noted that in Article II of the Treaty of Mutual Cooperation and Security between the United States of America and Japan, signed at Washington, January 19, 1960,[<sup>1</sup>] both Parties agreed that "They will seek to eliminate conflict in their international economic policies and will encourage economic collaboration between them." These discussions revealed a desire on the part of both Governments to establish a committee for periodic consultation between their respective Cabinet members having major responsibility for economic policy.

I have the honor to propose, therefore, that our two Governments agree:

- (a) That there shall be established a Joint United States-Japan Committee on Trade and Economic Affairs;
- (b) That the Committee shall consist:

for the UNITED STATES OF AMERICA, of the Secretaries of State, the Treasury, the Interior, Agriculture, Commerce, and Labor, and,

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<sup>1</sup> TIAS 4509; 11 UST 1633.

for JAPAN, of the Ministers for Foreign Affairs, Finance, Agriculture and Forestry, International Trade and Industry, and Labor, and the Director General of the Economic Planning Agency,

together with such other officials of Cabinet rank as either Government may designate from time to time, as the need arises;

- (c) That the Committee's functions shall be:
  - (1) To consider means of promoting economic collaboration between the two countries;
  - (2) In particular, to exchange information and views on matters which might adversely affect the continued expansion of mutually profitable trade and on questions relating to the economic assistance programs of the two countries which require joint consideration;
  - (3) To report to the respective Governments on such discussions in order that consideration may be given to measures deemed appropriate and necessary to eliminate conflict in the international economic policies of the two countries, to provide for a fuller measure of economic collaboration, and to encourage the flow of trade;
- (d) That the Committee shall meet once a year or more often, as may be considered necessary by the two Governments;
- (e) That the Committee shall meet alternately in the United States and Japan, the Chairman to be the United States Secretary of State or another member designated by the United States Government when meetings are held in the United States and the Japanese Minister for Foreign Affairs or another member designated by the Japanese Government when meetings are held in Japan.

If the Government of Japan is agreeable to the foregoing proposals, I suggest that the present note and Your Excellency's reply to that effect should constitute an agreement between our two Governments which shall take effect this day and shall remain in force until such time as either Government shall have given notice in writing of its desire to terminate the agreement.

Accept, Excellency, the assurances of my highest consideration.

DEAN RUSK  
*Secretary of State of the  
United States of America*

His Excellency  
ZENTARO KOSAKA,  
*Minister for Foreign Affairs of Japan.*

—  
*The Japanese Minister for Foreign Affairs to the Secretary of State*

JUNE 22, 1961

EXCELLENCEY:

I have the honour to refer to Your Excellency's note of today's date in which you propose the establishment of a Joint United States-Japan Committee on Trade and Economic Affairs.

I have the honour to inform Your Excellency that the Government of Japan concurs in these proposals and agrees that your note and the present reply shall constitute an agreement between our two Governments which shall take effect this day and shall remain in force until such time as either Government shall have given notice in writing of its desire to terminate the agreement.

I avail myself of this opportunity to extend to Your Excellency the assurance of my highest consideration.

ZENTARO KOSAKA

The Honourable  
DEAN RUSK  
*Secretary of State  
of the United States of America*

# MEXICO

## Radio Broadcasting in the Standard Broadcast Band

*Agreement signed at México January 29, 1957;*

*Ratification advised by the Senate of the United States of America  
February 23, 1960;*

*Ratified by the President of the United States of America March  
9, 1960;*

*Ratified on the part of Mexico March 14, 1961;*

*Ratifications exchanged at México June 9, 1961;*

*Proclaimed by the President of the United States of America  
June 16, 1961;*

*Entered into force June 9, 1961.*

**BY THE PRESIDENT OF THE UNITED STATES OF AMERICA****A PROCLAMATION**

WHEREAS an agreement between the United States of America and the United Mexican States concerning radio broadcasting in the standard broadcast band was signed at Mexico City on January 29, 1957, the original of which agreement, in the English and Spanish languages, is word for word as follows:

**AGREEMENT BETWEEN THE UNITED STATES OF AMERICA  
AND THE UNITED MEXICAN STATES CONCERNING RADIO  
BROADCASTING IN THE STANDARD BROADCAST BAND**

The Governments of the United States of America and the United Mexican States, being desirous of promoting the effective technical use in the two countries of the standard broadcasting band with a minimum of interference between stations in the two countries, and believing that this purpose can best be served by making provision in common agreement between the two Governments, have designated for that purpose their undersigned Plenipotentiaries who, having communicated to each other their respective Full Powers, found to be in good and due form, have agreed as follows:

**ARTICLE I*****PURPOSE AND SCOPE OF AGREEMENT*****A. Sovereign Rights of Contracting Parties—Purpose of Agreement**

While fully recognizing the sovereign right of each country with respect to the use of all of the channels in the standard broadcast band, the Contracting Parties also recognize that, in the absence of technical developments permitting the elimination of radio interference of an international character, agreement between them is necessary in order to promote and maintain the effective use by both countries of the standard broadcasting band.

In the exercise of their respective sovereign rights and for the purpose of eliminating objectionable interference, the United States of America and the United Mexican States have concluded earlier agreements, under which it has been possible to establish and develop their respective standard broadcasting installations and services. The maintenance and protection of these services constitute a principal objective of this Agreement, while at the same time a harmonious development of the broadcasting services of both nations for the future is sought.

It is the purpose of this Agreement to accomplish these objectives by establishing rules and principles relating to the use of the standard broadcasting band by each country so that both countries may utilize it in the most effective manner and with a minimum of interference between their respective broadcasting stations. This Agreement shall govern the relations between the United States of America and the United Mexican States in the use of the standard broadcast band (535-1605 kc/s).

The Contracting Parties agree to take the necessary measures to require the observance of the provisions of this Agreement upon the private and other operating agencies recognized or authorized by them to establish and operate broadcasting stations within their respective countries, possessions or territories.

If either Contracting Party acts in a manner deemed to be inconsistent with the provisions of this Agreement by the other Contracting Party, there shall be consultations at the request of the latter party regarding the matter. In the event that such consultations do not result in a resolution of the matter to the satisfaction of both parties, the latter Contracting Party may avail itself of the provisions of Article V B.

The United States of America and the United Mexican States declare their objective to incorporate, in substance, the pertinent provisions of this bilateral Agreement into the next North American Regional Broadcasting Agreement that is concluded.

#### B. Annexes to this Agreement

The following annexes complete and form an integral part of this Agreement:

##### Annex I:

- (A) Table of Class I-A Priorities.<sup>[1]</sup>
- (B) Secondary Use of Class I-A Clear Channels.<sup>[2]</sup>

##### Annex II Table of Class I-B Priorities.<sup>[3]</sup>

##### Annex III Protected Service Contours and Permissible Interfering Signals from Co-channel Stations.<sup>[4]</sup>

##### Annex IV Figure 1: Angles of Departure versus Transmission Range.<sup>[5]</sup>

Figure 2: Sky Wave Curves 10% and 50% of the Time.<sup>[6]</sup>

##### Annex V Specific Cases.<sup>[7]</sup>

##### Annex VI Notification Procedure.<sup>[8]</sup>

##### Annex VII Abbreviations.<sup>[9]</sup>

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<sup>1</sup> Post, p. 749.

<sup>2</sup> Post, p. 750.

<sup>3</sup> Post, p. 751.

<sup>4</sup> Post, p. 752.

<sup>5</sup> Post, facing p. 752.

<sup>6</sup> Post, facing p. 753.

<sup>7</sup> Post, p. 753.

<sup>8</sup> Post, p. 756.

<sup>9</sup> Post, p. 758.

## ARTICLE II

## TECHNICAL

**A. Definitions**

1. *Broadcast Station.* A station the emissions of which are primarily intended to be received by the general public.
2. *Broadcast Channels*—535 to 1605 kc/s. A broadcast channel is a band of frequencies ten (10) kc/s in width, with the carrier frequency at the center. Channels shall be designated by their assigned carrier frequencies. Carrier frequencies assigned to broadcast stations shall begin at 540 kc/s and be in successive steps of 10 kc/s. No intermediate frequency shall be assigned as the carrier frequency of any broadcast station.
3. *Service Areas.*
  - a. Primary service area. The primary service area of a broadcast station is the area in which the ground wave is not subject to objectionable interference or objectionable fading.
  - b. Secondary service area. The secondary service area of a broadcast station is the area served by the sky wave and not subject to objectionable interference. The signal is subject to intermittent variations in intensity.
4. *Dominant Stations.* A dominant station is a Class I station, as hereinafter defined, operating on a clear channel.
5. *Secondary Station.* A secondary station is any station except a Class I station operating on a clear channel.
6. *Objectionable Interference.* Objectionable interference is that which exceeds the maximum interference permissible under the terms of this Agreement.
7. *Power.* The power of a radio transmitter is the power supplied to the antenna.
8. *Spurious Radiation.* A spurious radiation from a transmitter is any radiation outside the frequency band of emission normal for the type of transmission employed, including any harmonic modulation products, key clicks, parasitic oscillations and other transient effects.

**B. Classes of Channels and Allocation Thereof**

1. *Three Classes.* The 107 channels in the standard broadcast band are divided into three principal classes: Clear, regional and local.
2. *Clear Channel.* A clear channel is one on which the dominant station or stations render service over wide areas and which are cleared of objectionable interference within their primary

service areas and over all or a substantial portion of their secondary service areas.

3. *Regional Channel.* A regional channel is one on which the several stations may be assigned to operate with powers not in excess of 25 kW. However, within an area 100 kilometers (62 miles) of the common border powers in excess of 5 kW may not be used.
4. *Local Channel.* A local channel is one on which several stations may operate with 1 kW daytime, and 500 watts nighttime, at distances of 150 kilometers or more from the common border. Stations located more than 100 kilometers from the common border, but less than 150 kilometers from said border, may be assigned to operate with powers not in excess of 1 kW daytime and 250 watts nighttime. Stations located 100 kilometers or less from the common border may be assigned to operate with powers not in excess of 250 watts daytime and nighttime.
5. *Number of Channels of Each Class.* The number of channels of each class shall be as follows:

Clear channels	60.
Regional channels	41
Local channels	6
	<hr/>
	107

6. *Allocation of Specific Channels to Each Class.*

The channels are allocated to the several classes as follows:

- a. Clear Channels. The following channels are designated as clear channels:

540, 640, 650, 660, 670, 680, 690, 700, 710, 720, 730, 740, 750, 760, 770, 780, 800, 810, 820, 830, 840, 850, 860, 870, 880, 890, 900, 940, 990, 1000, 1010, 1020, 1030, 1040, 1050, 1060, 1070, 1080, 1090, 1100, 1110, 1120, 1130, 1140, 1160, 1170, 1180, 1190, 1200, 1210, 1220, 1500, 1510, 1520, 1530, 1540, 1550, 1560, 1570 and 1580 kc/s.
- b. Regional Channels. The following channels are designated as regional channels:

550, 560, 570, 580, 590, 600, 610, 620, 630, 790, 910, 920, 930, 950, 960, 970, 980, 1150, 1250, 1260, 1270, 1280, 1290, 1300, 1310, 1320, 1330, 1350, 1360, 1370, 1380, 1390, 1410, 1420, 1430, 1440, 1460, 1470, 1480, 1590 and 1600 kc/s.
- c. Local Channels. The following channels are designated as local channels:

1230, 1240, 1340, 1400, 1450 and 1490 kc/s.

7. *Use of Regional and Local Channels by Countries.*

The Contracting Parties may use all regional and all local channels, subject to the power limitations and standards for prevention of objectionable interference set forth in this Agreement.

8. *Priority of Use of Clear Channels.*

a. Each of the Contracting Parties hereby recognizes the Class I priorities of the other in the use of clear channels, as set forth in Annexes I and II.

b. Neither Contracting Party shall make any nighttime assignment on the channels upon which the other Contracting Party has Class I-A priority under this Agreement, except as provided in Annex I.

c. Daytime Class II assignments by either Contracting Party on clear channels upon which the other Contracting Party has the Class I-A priority will be subject to the following conditions:

(1) Permissible Hours of Operation: Sunrise to Sun-set at the location of the Class II station.

(2) Permissible Signal Intensity at the Boundary of the Country Which Has the Class I-A Priority on the Channel Involved:

Not more than 5 uV/m ground wave.

(3) Permissible Power: 50 kW, except that:

(a) The United Mexican States may assign stations to operate with powers not in excess of 5 kW on the following channels: 700 kc/s, 720 kc/s, 1120 kc/s, 1210 kc/s.

(b) The United States of America may assign stations to operate with powers not in excess of 5 kW on the following channels: 730 kc/s, 800 kc/s, 900 kc/s, 1050 kc/s, 1220 kc/s, 1570 kc/s. Furthermore, stations with powers in excess of 1 kW may not be assigned in areas within the following distances of the locations specified:

i. 800 kc/s: 1319 kilometers (820 miles) from Ciudad Juarez, Chihuahua.

ii. 1050 kc/s: 998 kilometers (620 miles) from Monterrey, Nuevo Leon.

iii. 1570 kc/s: 998 kilometers (620 miles) from Ciudad Acuña, Coahuila.

d. It is recognized and agreed by the Contracting Parties that the secondary use of Class I-A clear channels permitted under the terms of this Agreement imposes no obligations on the Contracting Party having the Class I-A priority to protect such secondary use, and that the Contracting Party having the Class I-A priority retains full freedom to make such use of the channel upon which it has Class I-A priority as it deems necessary to meet its domestic service needs. However, if either of the Contracting Parties contemplates changes in its use of such Class I-A clear channel which would increase the adjacent channel sky wave interference to stations in the other country, such proposed changes shall be the subject of consultation between the Contracting Parties, with a view toward minimizing such interference before the changes are implemented.

#### C. Classes of Stations and Use of the Several Classes of Channels

1. *Classes of Stations.* Broadcast stations are divided into four principal classes, to be designated Class I, Class II, Class III, and Class IV.
2. *Definitions of Classes.* The four classes of broadcast stations are defined as follows:
  - a. Class I: A dominant station operating on a clear channel and designed to render primary and secondary service over an extended area and at relatively long distances. Class I stations are subdivided into two classes:
  - b. Class I-A: A Class I station which operates with power of 50 kW or more and which has its primary service area, within the limits of the country in which the station is located, free from objectionable interference from other stations on the same and adjacent channels, and its secondary service area, within the same limits, free from objectionable interference from stations on the same channel, in accordance with the engineering standards hereinafter set forth.
  - c. Class I-B: A Class I station which operates with power of not less than 10 kW or more than 50 kW and which has its primary service area free from objectionable interference from other stations on the same and adjacent channels and its secondary service area free from objectionable interference from stations on the same channel, in accordance with the engineering standards hereinafter set forth.
  - d. Class II: A secondary station which operates on a clear channel and is designed to render service over a primary

service area which, depending on geographical location and power used, may be relatively large, but which is limited by and subject to such interference as may be received from Class I stations. A station of this class shall operate with power of not less than 0.10 kW or more than 50 kW. Whenever necessary a Class II station shall use a directional antenna or other means to avoid interference, in accordance with the engineering standards hereinafter set forth, with Class I stations and with other Class II stations.

- e. **Class III:** A station which operates on a regional channel and is designed to render service primarily to a metropolitan district and the rural area contained therein and contiguous thereto. A station of this class operates with power not less than 0.5 kW and not more than 25 kW. The service area is subject to interference in accordance with the engineering standards hereinafter set forth.
- f. **Class IV:** A station generally using a local channel and designed to render service primarily to a city or town and the suburban and rural areas contiguous thereto. The power of a station of this class shall not be less than 0.1 kW and not more than 1 kW daytime and 0.5 kW nighttime. Its service area is subject to interference in accordance with the engineering standards hereinafter set forth.

3. *Additional Provisions Concerning the Use of Clear Channels.*
  - a. In principle, Class I stations shall be assigned only to clear channels.
  - b. Except as otherwise provided in this Agreement, Class II stations may be assigned to clear channels only on condition that the interfering signal does not exceed that permitted under the standards in Annex III.
4. *Use of Regional Channels.*
  - a. In general, only Class III stations shall be assigned to regional channels.
  - b. On condition that interference not be caused to any Class III station, and subject to such interference as may be received from Class III stations, Class IV stations may be assigned to regional channels.
5. *Use of Local Channels.* Only Class IV stations shall be assigned to local channels.

#### D. Service and Interference

1. *Satisfactory Signal.* It is recognized that, in the absence of interference from other stations and in regions where

the natural electrical noise level is not abnormally high, a signal of 100 uV/m constitutes a usable signal in rural and sparsely settled areas but that, because of the higher electrical noise levels in more thickly populated communities, greater field intensities (ranging as high as 25 mV/m or more in cities) are necessary to render satisfactory service. It is further recognized that it is not possible to accord protection to stations from interference over the entire areas over which their signals are or may be above the electrical noise level, particularly at night, and that it is necessary to specify boundaries or contours at or within which stations are protected from objectionable interference from other stations.

2. *Areas Protected From Objectionable Interference.* The boundaries or contours at and within which the several classes of stations shall be protected from objectionable interference are as set forth in Annex III. No station, however, need be protected from objectionable interference at any point outside the boundaries of the country in which such station is located except as provided elsewhere in this Agreement.
3. *Objectionable Interference on the Same Channel.*
  - a. Daytime: to All Classes of Stations; Nighttime: to Class I Stations. Objectionable interference shall be deemed to be caused to an existing station when, at the boundary or field intensity contour specified in Annex III with respect to the class to which the station belongs, the intensity of the field produced by another station exceeds, for 10 per cent or more of the time, the value of the permissible interfering signal set forth for such class in Annex III.
  - b. Nighttime: to Class II and Class III Stations. Objectionable interference shall be deemed to be caused to an existing station when at the field intensity contour specified for the class of station in Annex III or at the contour within which the station provides interference-free service (whichever is higher) a new signal exceeds 70 per cent of the intensity of the permissible interfering signal set forth in said Annex for the class of station, or 70 per cent of the strongest interfering signal from an existing or duly notified station if the latter is in excess of the permissible signal.
4. *Objectionable Interference on Adjacent Channels.* Objectionable interference is considered to exist when, at or within the specified contours of a desired station, the field intensity of the ground wave of an undesired station

operating on an adjacent channel exceeds a value determined by the following ratio:

Separation between Channels	Minimum permissible ratio of desired to undesired signals
10 kc/s	1 to 0.5
20 kc/s	1 to 30

The undesired ground wave signal shall be determined at or within the 0.5 mV/m ground wave contour of the desired station. These values apply to all classes of stations both day and night and are based on ground wave only. No adjacent channel interference is considered on the basis of an interfering sky wave.

5. *Frequency Stability.* The operating frequency of each broadcast station shall be maintained to within 20 cycles per second of the assigned frequency.
6. *Spurious Radiation.* The Contracting Parties shall endeavor to reduce and, if possible, eliminate spurious radiations from broadcast stations. Such radiations shall be reduced in all cases until they are not of sufficient intensity to cause interference outside the frequency band required for the type of emission employed. With respect to type A-3 emissions the transmitter should not be modulated in excess of its modulation capability to the extent that interfering spurious radiations occur.

#### E. Determination of Presence of Objectionable Interference

1. *Antenna Performance.* For the purpose of calculating the presence and the degree of objectionable interference, stations of the several classes shall be assumed to produce effective field, corrected for absorption, for 1 kW of input power to the antenna, as follows:

Class of Station	At One Kilometer	At One Mile
I	362 mV/m	225 mV/m
II and III	282 mV/m	175 mV/m
IV	241 mV/m	150 mV/m

In case a directional antenna is employed, the interfering signal of a broadcasting station in any direction, in the absence of actual interference, measurements will be determined by calculations of the horizontal and vertical field intensity patterns of the directional antenna.

2. *Power.* The power of a station shall, for the purposes of notifications required by this Agreement, be determined in one of the following manners:

- a. By taking the product of the square of the antenna current and the antenna resistance (antenna input power).
  - b. By determination of the station's effective field intensity, corrected for absorption, by making sufficient field intensity measurements on at least eight radials as nearly equally spaced as practicable and by relating the field intensity thus determined to the effective field intensity of a station having the antenna efficiency stipulated above for its class.
3. *Methods of Determining the Presence of Objectionable Interference—General.* The existence or absence of objectionable interference from stations on the same or adjacent channels shall be determined by use of ground wave or sky wave curves referred to in paragraph 4, below.
  4. *Use of Propagation Curves.*
    - a. Sky Wave Curves. In computing the distance to the 50 per cent sky wave field intensity contour of a Class I station of a given power, and also in computing the 10 per cent sky wave field intensity of an alleged interfering station, of any class and given power, at a specified distance, use may be made of the appropriate graphs set forth in Annex IV.
    - b. Ground Wave Curves. The distance to any specified ground wave field intensity contour may be determined from appropriate ground wave curves plotted for the frequency under consideration and the conductivity and dielectric constant of the earth between the station and desired contour. The frequency and the conductivity of the earth must be considered in every case and where the distance is great due allowance must be made for loss due to curvature of the earth. The family of curves to be used for this purpose is similar to the curves of Ground Wave Field Intensity versus Distance for different frequencies, contained in the Regulations, Part 3, Radio Broadcast Services, January 1956 edition, issued by the Federal Communications Commission of the United States of America.

Where several values of conductivity are presumed to occur along a single propagation path, the "Kirke" or "Equivalent Distance" method of computation shall be used in computing the distance to a specific field intensity contour in conjunction with the curves referred to in the preceding paragraph. The application of this method is described in the Regulations of the Federal Communications Commission mentioned above.

**F. Review of Technical Standards and Requirements**

The technical standards and requirements adopted in this Agreement shall be the subject of constant study by both countries in the light of continuing development of the radio art, and shall be subject to such change during the term of this Agreement as the appropriate administrations of the Contracting Parties may find mutually agreeable.

**ARTICLE III*****NOTIFICATION*****A. Recognition of Existing Notifications of Standard Broadcasting Station Assignments**

1. All outstanding notifications of standard broadcasting station assignments received from either Contracting Party by the Inter-American Radio Office (O.I.R.), Habana, Cuba, on or prior to June 15, 1955, which are not the subject of objection submitted through that Office by either Contracting Party, and are not modified by the specific assignments in the Annexes hereto, are hereby recognized and accepted.
2. The notifications of standard broadcasting station assignments set out in the Annexes to this Agreement are also hereby recognized and accepted. All notifications and objections inconsistent with the assignments set out in the said Annexes, or otherwise inconsistent with the terms of this Agreement, are hereby withdrawn.

**B. Notification of New Broadcasting Station Assignments. Changes in Existing Broadcasting Assignments, etc.**

1. New station assignments or changes in existing station assignments made by either Contracting Party shall be consistent with the terms of this Agreement.
2. Each Contracting Party shall notify the other Contracting Party of all new broadcasting station assignments, and all changes in or deletions of existing broadcasting station assignments in accordance with Annex VI of this Agreement. Each Contracting Party shall also notify the other Contracting Party of the deletion of any broadcasting station assignments and of the date of commencement or cessation of operation, and consummation of changes in broadcasting stations.
3. To be valid, each notification must be such that the new broadcasting station, change or deletion proposed therein is in accordance with this Agreement.
4. Each Contracting Party shall, within forty-five days after the date of receipt of such notification, advise the Contracting Party making the notification of any objection it

may have thereto under the terms of this Agreement or of its acceptance of the notification. In case the supplementary information required under the provisions of Annex VI does not accompany the basic information and such supplementary information is received within the period specified in the said Annex, the period during which objection may be made shall be extended to thirty days after the date of receipt of such supplementary information.

5. Failure of either Contracting Party to object to a notification within the period specified above shall be deemed to be an acceptance by that Contracting Party of such notification.
6. The date of priority of a notification shall be determined by the date of receipt, by the Agency or Government performing the notification exchange function, of the basic information constituting the notification, provided the supplementary information with respect to such notification is also submitted within the period specified therefor in Annex VI. If there is a conflict between two or more notifications, priority in the date of receipt thereof by the Agency or Government performing the notification exchange function shall govern.

**C. Cessation of Effect of Notification**

1. Any notification of a new broadcasting station assignment or of a change in an existing broadcasting station assignment shall cease to have any effect if, within the period specified in Annex VI, the supplementary information shall not have been supplied.

**ARTICLE IV**

***RATIFICATION AND ENTRY INTO FORCE***

**A. Ratification**

1. This Agreement shall be subject to ratification by both Contracting Parties in accordance with their constitutional procedures.
2. The Contracting Parties agree to take the actions appropriate and necessary to ratification as expeditiously as possible consistent with their constitutional procedures.
3. The instruments of ratification shall be exchanged in Mexico, Distrito Federal.

**B. Entry into Force**

1. This Agreement shall enter into force upon the exchange of instruments of ratification.

## ARTICLE V

### TERM AND DENUNCIATION OF AGREEMENT

#### A. Term

This Agreement shall remain in force for a period of five years unless, before the end of that period, it is terminated by a notice of denunciation pursuant to paragraph B of this Article or replaced by a new agreement between the Contracting Parties.

#### B. Denunciation

Either Contracting Party may terminate this Agreement by notice of denunciation to the other Party. The denunciation shall take effect one year after the date of receipt of the notice thereof, except that denunciation pursuant to the provisions therefor in Article I of this Agreement shall take effect ninety days after the date of receipt of the notice thereof.

IN WITNESS WHEREOF, the respective Plenipotentiaries have signed this Agreement in duplicate in the English and Spanish languages. The texts in both languages shall be equally valid. An authentic copy thereof shall be forwarded by the Government of the United Mexican States to the Governments of the United Kingdom of Great Britain and Northern Ireland for the Territories in the North American Region (Bahama Islands and Jamaica); Canada; Cuba; Dominican Republic; and Haiti; to the Secretary General of the International Telecommunication Union and to the Agency performing the notification exchange function.

DONE at Mexico, Distrito Federal, this twenty-ninth day of January, one thousand nine hundred fifty seven.

For the Government of the  
United States of America:

FRANCIS WHITE

Francis White  
*Ambassador Extraordinary  
and Plenipotentiary of the  
United States of America  
to the United Mexican States.*

ROSEL H HYDE

Rosel H. Hyde

*Chairman of the United  
States Delegation*

For the Government of the  
United Mexican States:

W BUCHANAN

Ingeniero Walter C. Buchanan  
*Acting Secretary of Communica-  
tions and Public Works.*

E MÉNDEZ

Ingeniero Eugenio Méndez  
Docurro

*Director General of  
Telecommunications of the  
Ministry of Communications  
and Public Works.*

[SEAL]

[SEAL]

## ANNEX I

A. Table of Class I-A Priorities

Channel kc/s	Country having I-A Priority
540	Mexico
640	USA
650	USA
660	USA
670	USA
700	USA
720	USA
730	Mexico*
750	USA
760	USA
770	USA
780	USA
800	Mexico
820	USA
830	USA
840	USA
870	USA
880	USA
890	USA
900	Mexico
1020	USA
1030	USA
1040	USA
1050	Mexico
1100	USA
1120	USA
1160	USA
1180	USA
1200	USA
1210	USA
1220	Mexico
1570	Mexico

\*The Parties hereto recognize the limitation to the Mexican operation on 730 kc/s caused by operation of stations in the United States of America on the frequency 740 kc/s and agree to continue their study of this matter in an effort to arrive at an adjustment in the use of 740 kc/s that will be mutually satisfactory and upon the basis of which the United States of America may modify its existing priority for the use of 740 kc/s. Each Contracting Party agrees to exchange views and to give careful consideration to any suggestions by the other Contracting Party. [Footnote in original.]

**Annex I****B. Secondary Use of Class I-A Clear Channels**

1. Neither Contracting Party\* shall make any nighttime assignment on the channels upon which the other country has Class I-A priority under this Agreement, except as follows:

a. The United Mexican States may make the following assignments:

- (1) *660 kc/s*-5 kW maximum power, directional antenna, Mexico, Distrito Federal, with the signal intensity at any point within the boundaries of the United States of America limited to 50 uV/m, 10 per cent sky wave.
- (2) *760 kc/s*-5 kW maximum power, directional antenna, Mexico, Distrito Federal, or south with signal intensity at any point within the boundaries of the United States of America limited to 50 uV/m, 10 per cent sky wave.
- (3) *830 kc/s*-5 kW maximum power, directional antenna, Mexico, Distrito Federal, with signal at any point within the boundaries of the United States of America limited to 50 uV/m, 10 per cent sky wave.
- (4) *1030 kc/s*-Mexico, Distrito Federal, 10 kW-D, 1 kW-N, ND, U, II.

b. The United States of America may make the following assignments:

- (1) *1050 kc/s*-New York, New York, 50 kW, DA-N, U, II, with the directional antenna pattern used at present for such operation.
- (2) *1220 kc/s*-Cleveland, Ohio 50 kW, DA-N, U, II, with the directional antenna pattern used at present for such operation.
- (3) *540 kc/s*-Assignments in the United States of America on this frequency:
  - (a) shall be located outside the area; bounded on the north by the parallel 35° N and on the east by the meridian 93° W; provided that no such assignments may be made within the United States of America south of the parallel 30° N, and
  - (b) shall not place a signal intensity at any point within the United Mexican States in excess of 50 uV/m nighttime and 10 uV/m daytime.
- (4) *730 kc/s*-Santurce, Puerto Rico, 10 kW, DA-1, U, II\*\*.
- (5) *800 kc/s*-Juneau, Alaska, 5 kW, ND, U, II.
- (6) *900 kc/s*-Fairbanks, Alaska, 10 kW, ND, U, II.

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\*In the case of the United States of America this also includes Alaska, Hawaii, Puerto Rico, and the Virgin Islands.

\*\*The maximum permissible signal at the nearest point on the Mexican boundary shall be 17.5 uV/m. [Footnotes in original.]

## ANNEX II

Table of Class I-B Priorities

Channel kc/s	Station	Country having I-B Priorities	Antenna	Schedule
680	San Francisco, California	USA	ND	U
690	Tijuana, Baja California	Mexico	DA	U
710	New York, New York	USA	DA	U
710	Seattle, Washington	USA	DA	U
810	San Francisco, California	USA	DA	U
810	Schenectady, New York	USA	ND	U
850	Denver, Colorado	USA	ND	U
850	Orizaba, Veracruz	Mexico	DA	U
940	Mexico, Distrito Federal	Mexico	ND	U
1000	Mexico, Distrito Federal	Mexico	DA	U
1000	Chicago, Illinois	USA	DA	U
1000	Seattle, Washington	USA	DA	U
1060	Mexico, Distrito Federal	Mexico	DA	U
1060	Philadelphia, Pennsylvania	USA	DA	U
1070	Los Angeles, California	USA	ND	U
1080	Hartford, Connecticut	USA	DA	U
1080	Dallas, Texas	USA	DA	U
1090	Rosarito, Baja California	Mexico	DA	U
1090	Little Rock, Arkansas	USA	DA	U
1090	Baltimore, Maryland	USA	DA	U
1110	Omaha, Nebraska	USA	DA	U
1110	Charlotte, North Carolina	USA	DA	U
1130	Shreveport, Louisiana	USA	DA	U
1130	New York, New York	USA	DA	U
1140	Monterrey, Nuevo Leon	Mexico	DA	U
1140	Richmond, Virginia	USA	DA	U
1170	Tulsa, Oklahoma	USA	DA	U
1170	Wheeling, West Virginia	USA	DA	U
1190	Guadalajara, Jalisco	Mexico	DA	U
1190	Fort Wayne, Indiana	USA	DA	U
1190	Portland, Oregon	USA	DA	U
1500	Washington, District of Columbia	USA	DA	U
1500	St. Paul, Minnesota	USA	DA	U
1510	Nashville, Tennessee	USA	DA	U
1510	Spokane, Washington	USA	DA	U
1520	Buffalo, New York	USA	DA	U
1520	Oklahoma City, Oklahoma	USA	DA	U
1530	Sacramento, California	USA	DA	U
1530	Cincinnati, Ohio	USA	DA	U
1540	Waterloo, Iowa	USA	DA	U
1550	Nuevo Laredo, Tamaulipas	Mexico	DA	U
1560	New York, New York	USA	DA	U
1560	Bakersfield, California	USA	DA	U

**ANNEX III**

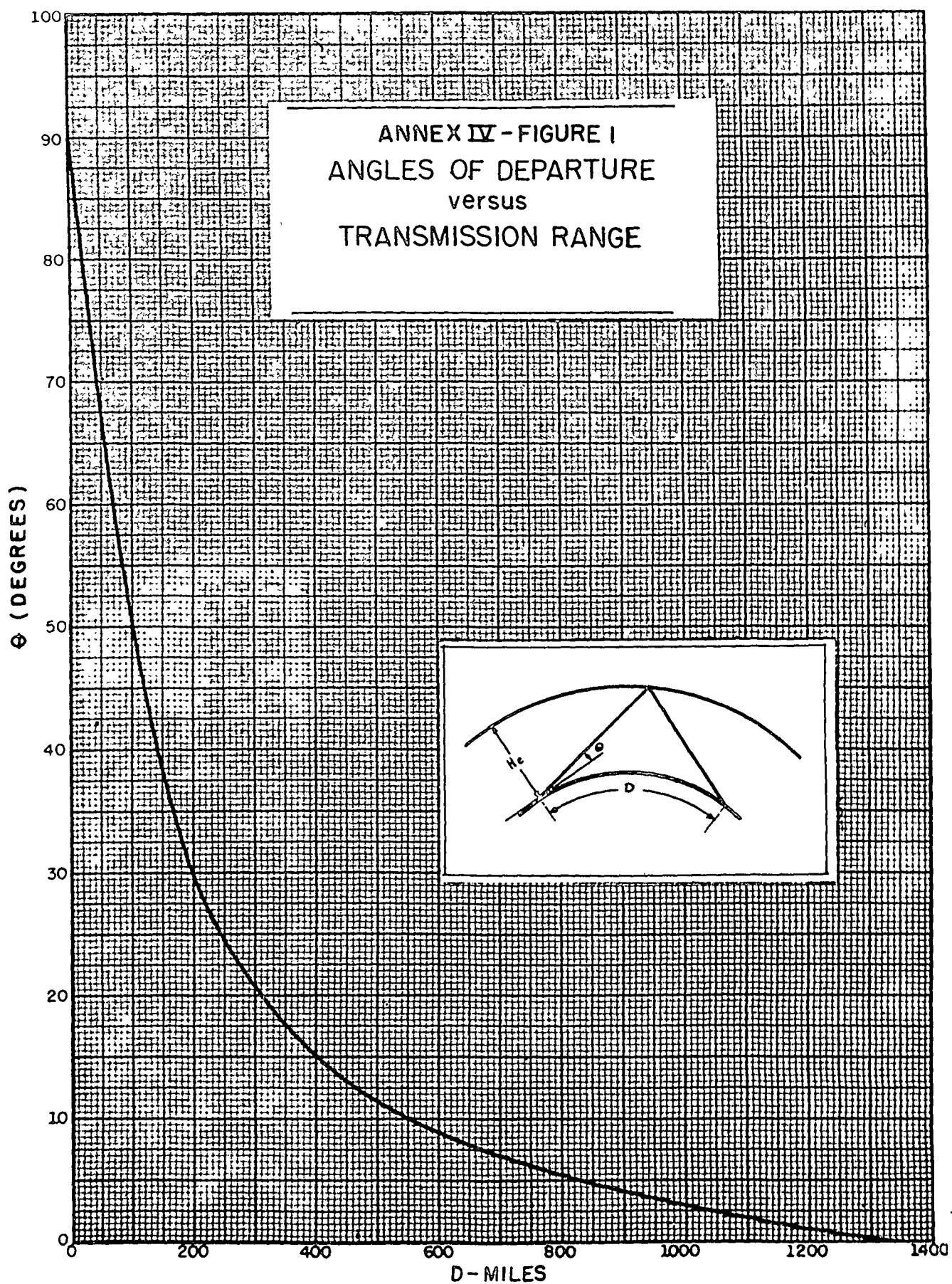
**PROTECTED SERVICE CONTOURS AND PERMISSIBLE**

**INTERFERING SIGNALS**

**FROM CO-CHANNEL STATIONS**

Class of station used	Class of channel used	Permissible power	Boundary or signal intensity contour of area protected from objectionable interference		Permissible interfering signal
			Day	Night	
I A	Clear	50 kW or more	Boundary of country in which station is located	Boundary of country in which station is located	Day Ground Wave 5 uV/m 10% Sky Wave 25 uV/m
I B	Clear	10 kW to 50 kW	100 uV/m 500 uV/m (50% sky wave)	100 uV/m 500 uV/m (50% sky wave)	5 uV/m 25 uV/m
II	Clear	0.10 kW to 50 kW	500 uV/m 2500 uV/m (Ground wave)	500 uV/m 2500 uV/m (Ground wave)	25 uV/m 125 uV/m
III	Regional	0.5 kW to 25 kW as provided in definition of Regional Channel	500 uV/m 2500 uV/m (Ground wave)	500 uV/m 2500 uV/m (Ground wave)	25 uV/m 125 uV/m
IV	Local	0.1 kW to 1 kW day as provided in definition of Local Channel 0.1 kW to 0.5 kW night as provided in definition of Local Channel	500 uV/m 4000 uV/m (Ground wave)	500 uV/m 4000 uV/m (Ground wave)	25 uV/m 200 uV/m

ANNEX IV - Figure 1  
ANGLES OF DEPARTURE  
versus  
TRANSMISSION RANGE





## ANNEX V

SPECIFIC CASES

540 kc/s Haines City, Florida	10 kW	DA	D	II *
550 kc/s Merida, Yucatan	5 kW	DA-1	U	III *
550 kc/s San Diego, California	5 kW	DA	U	III *
570 kc/s Morelia, Michoacan	1 kW	ND	U	III
580 kc/s Guadalajara, Jalisco	25 kW	DA-1	U	III *
#590 kc/s Reynosa, Tamaulipas	5 kW-D/.25 kW-N	ND	U	IV
590 kc/s Hermosillo, Sonora	1 kW	ND	U	III
610 kc/s Sabinas, Coahuila	3 kW-D/0.5 kW- N	ND	U	III
620 kc/s Chihuahua, Chihuahua	1 kW-D/0.25 kW- N	ND	U	IV
620 kc/s Mexico, Distrito Federal	10 kW-D/5 kW-N	ND	U	III
630 kc/s Monterrey, Nuevo Leon	10 kW	DA-2	U	III *
660 kc/s Ciudad Delicias, Chihuahua	0.5 kW	ND	D	II
690 kc/s Tijuana, Baja California	50 kW	DA-N	U	I-B **
690 kc/s La Mesa, Texas	0.25 kW	ND	U	II
690 kc/s State of Yucatan	50 kW	DA	U	II
710 kc/s Tuxtla Gutierrez, Chiapas	1 kW	ND	U	II
790 kc/s Mexicali, Baja California	0.5 kW	ND	D	III
790 kc/s La Paz, Baja California	2 kW-D/0.75 kW- N	ND	U	III
810 kc/s Kansas City, Missouri	50 kW-D/10 kW-N	DA-N	U	II *
810 kc/s Tampico, Tamaulipas	50 kW	DA-N	U	II *
850 kc/s Orizaba, Veracruz	100 kW-D/50 kW-N	DA-N	U	I-B **
920 kc/s Piedras Negras, Coahuila	1 kW-D/0.25 kW- N	ND	U	IV
920 kc/s Culiacan, Sinaloa	5 kW	DA-N	U	III b
940 kc/s Mexico, Distrito Federal	150 kW-D/50 kW-N	ND	U	I-B
950 kc/s Tijuana, Baja California	2.5 kW	ND	U	III
960 kc/s Nuevo Laredo, Tamaulipas	2 kW-D/1 kW-N	ND	U	III
970 kc/s Ciudad Juarez, Chihuahua	10 kW-D/5 kW-N	ND	U	III
1000 kc/s Chicago, Illinois	50 kW	DA-2	U	I-B *
1000 kc/s Mexico, Distrito Federal	10 kW	ND	U	I-B *
1000 kc/s Oklahoma City, Oklahoma	5 kW	DA-2	U	II *
1010 kc/s Ciudad Acuña, Coahuila	0.5 kW-D/0.2 kW- N	ND	U	II
1070 kc/s Tehuacan, Puebla (will shift from 1080 kc/s)	1 kW-D/0.25 kW- N	ND	U	II
1080 kc/s Zitacuaro, Michoacan	0.5 kW-D/0.1 kW-N	ND	U	II

# The Contracting Parties recognize that operation of XERT, Reynosa, Tamaulipas, on the frequency 590 kc/s, with presently notified daytime power of 5 kW, would seriously limit the ground wave service of co-channel station KTBC, Austin, Texas. The United Mexican States therefore agree to study the possibility of maintaining the daytime power of the Reynosa station at a level where such interference to the Austin station is minimized. [Footnote in original.]

## Annex V

1110 kc/s Mexico, Distrito Federal	50 kW	DA-N	U	II <sup>a</sup>
1130 kc/s Jalapa, Veracruz	10 kW	DA-N	U	II <sup>a</sup>
1140 kc/s Monterrey, Nuevo Leon	50 kW	DA-N	U	I-B <sup>b</sup>
1150 kc/s Ciudad Obregon, Sonora	5 kW-D/0.3 kW-N	ND	U	III
1150 kc/s Merida, Yucatan	0.5 kW-D/0.35 kW-N	ND	U	III
1150 kc/s Mexico, Distrito Federal	10 kW	DA-N	U	III <sup>a</sup>
1190 kc/s Fort Wayne, Indiana	50 kW	DA-N	U	I-B <sup>a</sup>
1190 kc/s Portland, Oregon	50 kW	DA-1	U	I-B <sup>a</sup>
1190 kc/s Guadalajara, Jalisco	(10 kW (50 kW)	ND	U	I-B <sup>b</sup> "
1250 kc/s Port Arthur, Texas	5 kW-D/1 kW-N	DA-N	U	III <sup>a</sup>
1310 kc/s Torreon, Coahuila	10 kW-D/0.25 kW-N	ND	U	IV
1320 kc/s Mexico, Distrito Federal	1 kW	ND	U	III
1330 kc/s Gallup, New Mexico	5 kW-D/1 kW-N	DA-N	U	III <sup>a</sup>
1360 kc/s Iguala, Guerrero	1 kW-D/0.5 kW-N		U	III
1360 kc/s Celaya, Guanajuato	1 kW-D/0.175 kW-N	ND	U	IV
1370 kc/s Monterrey, Nuevo Leon	10 kW	DA-N	U	III <sup>b</sup>
1370 kc/s Nogales, Sonora	5 kW	ND	U	III
1380 kc/s Tecate, Baja California	0.25 kW-D/0.1 kW-N	ND	U	IV
1380 kc/s Mexico, Distrito Federal	5 kW	ND	U	III
1410 kc/s Nuevo Laredo, Tamauli- pas	1 kW-D/0.25 kW-N	ND	U	IV
1410 kc/s Searcy, Arkansas	1 kW-D/0.5 kW-N	DA-N	U	III <sup>a</sup>
1450 kc/s Valle Hermoso, Tamauli- pas	1 kW-D/0.25 kW-N	ND	U	IV
1470 kc/s Ciudad Miguel Aleman, Tamaulipas	0.5 kW-D/0.25 kW-N	ND	U	IV
1470 kc/s Mexico, Distrito Federal	10 kW-D/5 kW-N	ND	U	III
1520 kc/s Hidalgo del Parral, Chi- huahua	1 kW	ND	D	II
1540 kc/s Los Angeles, California	5 kW	ND	D	II
1540 kc/s Waterloo, Iowa	50 kW	DA-N	U	I-B <sup>a</sup> <sup>c</sup>
1550 kc/s Nuevo Laredo, Tamauli- pas	50 kW	DA-N	U	I-B <sup>a</sup>
1550 kc/s Huntsville, Alabama	5 kW-D/0.5 kW-N	DA-N	U	II <sup>a</sup>
1560 kc/s Bakersfield, California	10 kW	DA-1	U	I-B <sup>a</sup> <sup>c</sup>
1560 kc/s New York, New York	50 kW	DA-1	U	I-B <sup>a</sup> <sup>c</sup>
1560 kc/s Ciudad Cuah temoc, Chi- huahua	2 kW-D/0.25 kW-N	ND	U	II
1580 kc/s Hermosillo, Sonora	50 kW	ND	U	II
1590 kc/s Mexicali, Baja Cali- fornia	10 kW-D/1.5 kW-N	ND	U	III
1590 kc/s Mexico, Distrito Federal	10 kW-D/5 kW-N	ND	U	III
1600 kc/s Brownsville, Texas	1 kw	DA-2	U	III <sup>a</sup>

## Annex V

NOTES

- a. With presently notified DA pattern, any subsequent change in this pattern must not result in increased interference to stations in the other country under the engineering standards of this Agreement.
- b. Directional antenna will protect stations in the other country in accordance with the engineering standards of this Agreement.
- c. Future assignments will protect this station in accordance with its I-B classification.
- d. Non-directional operation with power not to exceed 10 kW is permissible. If higher power is used a directional antenna will be employed which will restrict the radiation to 715 mV/m, or less, unattenuated field, at 1.609 kilometers (one mile), over the arc between the true bearings 11 and 47 degrees (WCFL secondary service area) and to 1125 mV/m, unattenuated field, at 1.609 kilometers (one mile), over an arc between the true bearings 314 and 333 degrees (KOMO secondary service area).
- e. The directional antenna shall restrict the radiation to 200 mV/m, unattenuated, at 1.609 kilometers (one mile), over an arc between the true bearings 327 and 10 degrees (KFAB secondary service area) and over an arc between the true bearings 27 to 65 degrees (WBT secondary service area).
- f. This station will be subject to interference which may be caused at any time by XEAE, Ciudad Acuña, Coahuila, with power of 5 kW, or if XEAE changes location to Monterrey, Nuevo Leon, to operate with 1 kW. In either case, XEAE will operate with non-directional antenna.
- g. 850 kc/s. The Orizaba, Veracruz, assignment on 850 kc/s will protect the secondary service area (0.5 mV/m, 50 per cent sky wave contour) of KOA, Denver, Colorado, in accordance with the I-B classification of KOA.
- h. This assignment shall provide I-B protection to the United States I-B station in Richmond, Virginia, except that the unattenuated field at 1.609 kilometers (one mile) toward the northern part of the Richmond station's secondary service area may be increased to the following values at the bearings indicated:

250 mV/m at 19° true  
140 mV/m at 22° true  
140 mV/m at 35° true  
200 mV/m at 52° true

- i. Non-directional operation with 10 kW is permissible. If higher power is used the directional antenna shall restrict radiation to 870 mV/m, unattenuated field at 1.609 kilometers (one mile), over an arc between the true bearings 323 and 343 degrees (KEX secondary service area) and to 715 mV/m, unattenuated field at 1.609 kilometers (one mile), over an arc between the true bearings 17 and 59 degrees (WOWO secondary service area).
- j. The United Mexican States may operate a Class II station at any point in the Yucatan Peninsula with power of 50 kW using a directional antenna that will give to stations in the United States of America protection equivalent to that which they receive from the present operation of the station in Mexico, Distrito Federal, on this frequency (5 kW, ND-U-II).
- k. Protection requirements for other stations to be based on previous operation on 550 kc/s.

## ANNEX VI

### NOTIFICATION PROCEDURE

#### A. *Notification of New Broadcasting Station Assignments or Changes in Existing Broadcasting Station Assignments*

##### 1. Performance of the Notification Exchange Function

Notifications concerning broadcasting station assignments and changes in or deletions of such assignments, objections thereto, and other communications made pursuant to the provisions of this Article, shall be sent for purposes of exchange to the Agency or Government which performs the notification exchange function for the countries of the North American Region.

##### 2. Notification of New Broadcasting Station Assignments or of Changes in Existing Broadcasting Station Assignments

In making any notifications of a new broadcasting station assignment, or of a change in an existing broadcasting station assignment, the Government shall supply the basic information, which is essential to constitute a notification. The basic information shall be accompanied or followed as soon thereafter as possible, but in no case more than ninety days thereafter, by supplementary information.

###### (a) *New Broadcasting Station Assignments*

- (1) Basic Information. Basic information shall consist of the following: frequency; class of station; location by city and province or state; power; time designation; whether a directional antenna is to be used and the time during which it will be used (DA-1, DA-2, DA-N or DA-D); the date of expected commencement of operation.
- (2) Supplementary Information. Supplementary information shall consist of the following: call sign; geographical location of the midpoint of the antenna system in degrees and minutes of latitude and longitude; and,
  - (i) for a directional antenna system, its electrical and physical dimensions, the horizontal radiation pattern for day operation, and the horizontal and vertical radiation patterns for night operation (the vertical patterns to be

supplied only for directions in which protection is required for stations in other countries);

- (ii) for omnidirectional antennas, the electrical and physical dimensions (including those of the ground system, etc.)\* and the horizontal unattenuated radiated field at 1.609 kilometers (one mile) for 1 kW of input power to the antenna.

(b) *Changes in Broadcasting Station Assignments*

- (1) Basic Information. The basic information shall consist of the nature of the change, together with the date of expected consummation thereof, and any revision of the basic information previously supplied necessary to make it conform to the change.
- (2) Supplementary Information. The supplementary information shall consist of any revision of the supplementary information previously supplied necessary to make it conform to the change.

3. Notifications of Deletions of Broadcasting Station Assignments

Notifications of deletions of broadcasting station assignments shall consist of sufficient information to identify the station assignment deleted, including call sign, location, frequency and power, together with the date on which the station has ceased, or is expected to cease operation.

4. Notification of Commencement or Cessation of Operation of, and Consummation of Changes in, Broadcasting Stations

The exact date of commencement or cessation of operation of a broadcasting station, or of consummation of a change in broadcasting station, shall be notified.

\* It is assumed that omnidirectional antennas will be guyed or self-supporting insulated towers located on the ground with a buried radial ground system. Where the antenna system deviates from this, (for example: is located on a building; is a type T or inverted L; is shunt fed; is sectionalized or top loaded) full particulars, including a sketch if necessary for clarity, shall be submitted. [Footnote in original.]

## ANNEX VII

ABBREVIATIONS

kc/s	kilocycles per second.
kW	kilowatts.
U	unlimited time (day and night).
D	daytime only.
N	nighttime only.
ND	omnidirectional or non-directional.
mV/m	millivolts per meter.
uV/m	microvolts per meter.
DA	directional antenna.
DA-1	directional antenna: the digit indicates same pattern but not necessarily the same power day and night.
DA-2	directional antenna: the digit indicates different patterns day and night, with either the same or different power day and night.
DA-N	directional antenna: the "N" indicates directional antenna used for nighttime operation only; omnidirectional day.
DA-D	directional antenna: the "D" indicates directional antenna used for daytime operation only.

**CONVENIO ENTRE LOS ESTADOS UNIDOS DE AMERICA  
Y LOS ESTADOS UNIDOS MEXICANOS RELATIVO A LA  
RADIODIFUSION EN LA BANDA NORMAL**

Los Gobiernos de los Estados Unidos de América y los Estados Unidos Mexicanos, deseosos de promover el uso técnico efectivo en los dos países, de la radiodifusión en la banda normal con el mínimo de interferencia entre las estaciones de los dos países, y considerando que esta finalidad puede lograrse de mejor manera estableciéndose disposiciones mediante un acuerdo común entre los dos Gobiernos, han designado para dicho fin a sus Plenipotenciarios abajo firmantes los que, habiéndose dado a conocer sus Plenos Poderes respectivos y encontrados éstos en buena y debida forma, han convenido en lo siguiente:

**ARTICULO I**

***FINALIDAD Y ALCANCE DEL CONVENIO***

**A. Derechos Soberanos de las Partes Contratantes – Finalidad del Convenio**

Aun cuando se reconoce plenamente el derecho soberano de cada país en cuanto al uso de todos los canales en la banda normal de radiodifusión, las Partes Contratantes reconocen también que, a falta de un desarrollo técnico que permita la eliminación de la interferencia radio de carácter internacional, se hace necesario un acuerdo entre ellos a fin de promover y mantener el uso efectivo por ambos países de la banda normal de radiodifusión.

En ejercicio de sus derechos soberanos respectivos y a fin de eliminar la interferencia objetable, los Estados Unidos de América y los Estados Unidos Mexicanos han concertado previamente acuerdos de conformidad con los cuales ha sido posible establecer y desarrollar sus respectivas instalaciones y servicios en la banda normal de radiodifusión. El mantenimiento y protección de dichos servicios constituyen el principal objetivo de este Convenio, y a la vez se busca el desarrollo armonioso de los servicios de radiodifusión de ambas naciones para el futuro.

El presente Convenio persigue el logro de dichos objetivos estableciendo reglas y principios relativos al uso de la banda normal de radiodifusión por cada país a fin de que ambos puedan utilizarla en la forma más efectiva y con un mínimo de interferencia entre sus respectivas estaciones radiodifusoras. El presente Convenio regirá

las relaciones entre los Estados Unidos de América y los Estados Unidos Mexicanos en cuanto al uso de la banda normal de radio-difusión (535-1605 kc/s).

Las Partes Contratantes acuerdan adoptar las medidas necesarias para exigir la observancia de las disposiciones del presente Convenio por parte de las agencias privadas de operación u otras reconocidas y autorizadas por ellos para establecer y operar estaciones radio-difusoras dentro de sus respectivos países, posesiones o territorios.

Si cualquiera de las Partes Contratantes actúa en una forma que se considere incompatible con las disposiciones del presente Convenio por parte de la otra Parte Contratante, se efectuarán consultas a solicitud de esta última, al respecto. En el caso en que dichas consultas no den como resultado la solución de la cuestión a satisfacción de ambas Partes, la Parte que solicitó la consulta podrá proceder de conformidad con las disposiciones del Artículo V B.

Los Estados Unidos de América y los Estados Unidos Mexicanos declaran su intención de incorporar, en substancia, las disposiciones pertinentes de este Convenio Bilateral en el próximo Convenio Regional Norteamericano de Radiodifusión que se concierte.

#### B. Anexos al Presente Convenio

Los anexos siguientes completan y forman parte integrante de este Convenio:

Anexo I:

- (A) Cuadro de Prioridades de la Clase I -A.
- (B) Uso Secundario de los Canales Despejados de la Clase I -A.

Anexo II: Cuadro de Prioridades de la Clase I -B.

Anexo III: Contornos de Servicio Protegidos y Señales Interferentes Permisibles de Estaciones en el mismo Canal.

Anexo IV: Figura 1: Angulos de Salida versus Alcance de la Transmisión.

Figura 2: Curvas de Onda Reflejada 10% y 50% del Tiempo.

Anexo V: Casos Específicos.

Anexo VI: Procedimiento de Notificación.

Anexo VII Abreviaturas.

## ARTICULO II

### ASPECTOS TECNICOS

#### A. Definiciones

1. *Estación Radiodifusora.* Una estación cuyas emisiones están destinadas principalmente para ser recibidas por el público en general.

2. *Canales de Radiodifusión* —535 a 1605 kc/s. Un canal de radiodifusión es una banda de frecuencias de diez (10) kc/s de ancho con la frecuencia portadora al centro. Los canales serán designados por sus frecuencias portadoras asignadas. Las frecuencias portadoras asignadas a las estaciones radiodifusoras, deberán empezar en los 540 kc/s y sucesivamente a intervalos de 10 kc/s. No se asignarán frecuencias intermedias como frecuencias portadoras de cualquier estación radiodifusora.
3. *Zonas de Servicio*.
  - a. *Zona de servicio primario*. La zona de servicio primario de una estación radiodifusora es aquella en que la onda de tierra no está sujeta a interferencia objetable o a desvanecimiento objetable.
  - b. *Zona de servicio secundario*. La zona de servicio secundario de una estación radiodifusora, es aquella servida por la onda reflejada y que no está sujeta a interferencia objetable. La señal está sujeta a variaciones de intensidad de carácter intermitente.
4. *Estación Dominante*. Una estación dominante es una estación de la Clase I, tal como se le define más adelante, que opera en un canal despejado.
5. *Estación Secundaria*. Una estación secundaria es cualquier estación con excepción de aquellas de la Clase I que operan en un canal despejado.
6. *Interferencia Objetable*. Interferencia objetable es aquella que excede del máximo de interferencia permisible de conformidad con los términos de este Convenio.
7. *Potencia*. La potencia de un radio transmisor es la potencia suministrada a la antena.
8. *Radiación Espúrea*. Radiación espúrea de un radio transmisor es cualquier radiación fuera de la banda de frecuencias de emisión normal para el tipo de transmisión empleado, incluyendo cualquier producto armónico de la modulación, impactos de llaveo, oscilaciones parásitas u otros efectos transitorios.

B. Clases de Canales y Distribución de los mismos

1. *Tres Clases*. Los 107 canales de la banda normal de radiodifusión se dividen en tres clases principales: Despejados, regionales y locales.
2. *Canales Despejados*. Un canal despejado es aquel en que la estación o estaciones dominantes prestan servicio en áreas extensas y que se encuentran libres de interferencia objetable dentro de sus zonas de servicio primario y en todo o en parte substancial de sus zonas de servicio secundario.

3. *Canales Regionales.* Un canal regional es aquel en el que pueden asignarse varias estaciones para operar con potencia que no excede de los 25 kW. Sin embargo, dentro de un área de 100 kilómetros (62 millas) de la frontera común no podrán utilizarse potencias que excedan a los 5 kW.
4. *Canales Locales.* Un canal local es aquel en el que pueden operar varias estaciones con una potencia diurna de 1 kW y nocturna de 500 watts a distancias de 150 kilómetros o más de la frontera común. Las estaciones situadas a más de 100 kilómetros de la frontera común, pero menos de 150 kilómetros de dicha frontera, pueden asignarse para operar con potencias que no excedan de 1 kW de día y 250 watts de noche. Las estaciones situadas a 100 kilómetros o menos de la frontera común pueden asignarse para operar con potencias que no excedan de los 250 watts tanto de día como de noche.
5. *Número de Canales de cada Clase.* El número de canales de cada clase será como sigue:

Canales Despejados . . . . .	60
Canales Regionales . . . . .	41
Canales Locales . . . . .	6
	107

6. *Asignación de Canales Específicos para cada Clase.* Los canales están asignados a las diversas clases como sigue:
  - a. *Canales Despejados.* Los siguientes canales se designan como canales despejados:  
540, 640, 650, 660, 670, 680, 690, 700, 710, 720, 730, 740, 750, 760, 770, 780, 800, 810, 820, 830, 840, 850, 860, 870, 880, 890, 900, 940, 990, 1000, 1010, 1020, 1030, 1040, 1050, 1060, 1070, 1080, 1090, 1100, 1110, 1120, 1130, 1140, 1160, 1170, 1180, 1190, 1200, 1210, 1220, 1500, 1510, 1520, 1530, 1540, 1550, 1560, 1570 y 1580 kc/s.
  - b. *Canales Regionales.* Los siguientes canales se designan como canales regionales:  
550, 560, 570, 580, 590, 600, 610, 620, 630, 790, 910, 920, 930, 950, 960, 970, 980, 1150, 1250, 1260, 1270, 1280, 1290, 1300, 1310, 1320, 1330, 1350, 1360, 1370, 1380, 1390, 1410, 1420, 1430, 1440, 1460, 1470, 1480, 1590 y 1600 kc/s.
  - c. *Canales Locales.* Los siguientes canales se designan como canales locales:  
1230, 1240, 1340, 1400, 1450 y 1490 kc/s.

7. *Uso de Canales Regionales y Locales por los Países.*

Las Partes Contratantes pueden utilizar todos los canales regionales y locales sujetos a las limitaciones de potencia y normas para la prevención de interferencia objetable que se fijan en este Convenio.

8. *Prioridad en el Uso de Canales Despejados.*

- a. Cada una de las Partes Contratantes reconoce las prioridades de la Clase I de la otra en el uso de canales despejados, tal como se especifica en los Anexos I y II.
- b. Ninguna de las Partes Contratantes hará asignaciones nocturnas en los canales en que la otra Parte Contratante tenga prioridad de la Clase I-A de conformidad con este Convenio, salvo en los casos previstos en el Anexo I.
- c. Las asignaciones de la Clase II durante el día por cualquiera de las Partes Contratantes en canales despejados en los cuales la otra Parte Contratante tenga prioridad de la Clase I-A, estarán sujetas a las siguientes condiciones:
  - (1) Horas Permisibles de Operación: De la salida a la puesta del sol en la ubicación de la estación de la Clase II.
  - (2) Intensidad Permisible de Señal en la Frontera del País que tiene la Prioridad de la Clase I-A en el canal en cuestión: No más de 5 uV/m, onda de tierra.
  - (3) Potencia Permisible: 50 kW con las siguientes excepciones:
    - (a) Los Estados Unidos Mexicanos podrán asignar estaciones para operar con potencias que no excedan de los 5 kW en los siguientes canales: 700 kc/s, 720 kc/s, 1120 kc/s y 1210 kc/s.
    - (b) Los Estados Unidos de América podrán asignar estaciones para operar con potencias que no excedan de 5 kW, en los siguientes canales: 730 kc/s, 800 kc/s, 900 kc/s, 1050 kc/s, 1220 kc/s y 1570 kc/s. Además, no se asignarán estaciones con potencias que excedan de 1 kW en las áreas comprendidas dentro de las siguientes distancias de las localidades que se especifican:
      - i. 800 kc/s: 1,319 kilómetros (820 millas) de Ciudad Juárez, Chihuahua.

- ii. 1050 kc/s: 998 kilómetros (620 millas) de Monterrey, Nuevo León.
  - iii. 1570 kc/s: 998 kilómetros (620 millas) de Ciudad Acuña, Coahuila.
- d. Se reconoce y acuerda por las Partes Contratantes que, el uso secundario de los canales despejados de la Clase I-A permitido de conformidad con los términos de este Convenio, no impone obligaciones a la Parte Contratante que tiene la prioridad de la Clase I-A para proteger dicho uso secundario, y que la Parte Contratante que tiene la prioridad de la Clase I-A retiene la absoluta libertad para utilizar el canal para el cual tiene la prioridad de la Clase I-A en la forma que considere necesaria para hacer frente a las necesidades de su servicio nacional. Sin embargo, si cualquiera de las Partes Contratantes tiene la intención de efectuar cambios en el uso, por su parte, de dichos canales despejados de la Clase I-A, que aumentase la interferencia de onda reflejada en un canal adyacente a las estaciones del otro país, tales cambios propuestos estarán sujetos a consulta entre las Partes Contratantes con vistas a disminuir dicha interferencia antes de que entren en vigor.
- C. Clases de Estaciones y Utilización de las Diversas Clases de Canales
- 1. *Clases de Estaciones.* Las estaciones radiodifusoras se dividen en cuatro clases principales que se designarán como Clase I, Clase II, Clase III y Clase IV.
  - 2. *Definiciones de las Clases.* Las cuatro clases de estaciones radiodifusoras se definen como sigue:
    - a. Clase I: Una estación dominante que opera en un canal despejado y que está destinada a prestar servicios primario y secundario en áreas extensas y a distancias relativamente grandes. Las estaciones de la Clase I están subdivididas en dos clases:
    - b. Clase I-A: Una estación de la Clase I que opera con una potencia de 50 kW o más y que tiene su zona de servicio primario dentro de los límites del país en que la estación se encuentra ubicada, libre de interferencia objetable por parte de otras estaciones en el mismo canal o canales adyacentes, y su zona de servicio secundario, dentro de los mismos límites, libre de interferencia objetable por parte de estaciones en el mismo canal, de conformidad con las normas de ingeniería más adelante establecidas.

- c. Clase I-B: Una estación de la Clase I que opera con una potencia no menor de 10 kW ni mayor de 50 kW que tiene su zona de servicio primario libre de interferencia objetable por parte de otras estaciones en el mismo canal y en canales adyacentes y su zona de servicio secundario libre de interferencia objetable de estaciones en el mismo canal, de conformidad con las normas de ingeniería más adelante establecidas.
  - d. Clase II: Una estación secundaria que opera en un canal despejado y está destinada a prestar servicio en una zona de servicio primario que, de acuerdo con la situación geográfica y potencia utilizada, puede ser relativamente extensa, pero que está limitada y sujeta a la interferencia que puede sufrir por parte de las estaciones de la Clase I. Una estación de esta clase operará con una potencia no menor de 0.10 kW ni mayor de 50 kW. Siempre que sea necesario, una estación de la Clase II deberá utilizar una antena direccional u otros medios para evitar producir interferencias, de acuerdo con las normas de ingeniería más adelante establecidas, tanto a las estaciones de la Clase I, como a otras estaciones de la Clase II.
  - e. Clase III: Una estación que opera en un canal regional y está destinada a prestar servicios, principalmente, a un distrito metropolitano y al área rural comprendida en o contigua al mismo. Una estación de esta clase opera con una potencia no inferior a 0.5 kW ni mayor de 25 kW. La zona de servicio está sujeta a interferencia de acuerdo con las normas de ingeniería, más adelante establecidas.
  - f. Clase IV: Una estación que utiliza, generalmente, un canal local y que está destinada a prestar servicio, principalmente, a una ciudad o población y a las áreas suburbanas o rurales contiguas a las mismas. La potencia de una estación de esta clase no será menor de 0.1 kW ni mayor de 1 kW durante el día ni mayor de 0.5 kW durante la noche. Su zona de servicio está sujeta a interferencia de acuerdo con las normas de ingeniería más adelante establecidas.
3. *Disposiciones Adicionales Relativas al Uso de Canales Despejados.*
- a. En principio, las estaciones de la Clase I se asignarán solamente a canales despejados.
  - b. Salvo que se disponga de otra manera en este Convenio, las estaciones de la Clase II pueden asignarse a canales despejados solamente bajo la condición de que la señal interferente no exceda de la permitida de conformidad con las normas del Anexo III.

4. *Uso de Canales Regionales.*

- a. En general, solamente las estaciones de la Clase III se asignarán a canales regionales.
- b. Las estaciones de la Clase IV pueden asignarse a canales regionales, a condición de que no se cause interferencia a ninguna estación de la Clase III y estarán sujetas a sufrir interferencias que puedan recibir por parte de estaciones de la Clase III.

5. *Uso de Canales Locales.* Solamente las estaciones de la Clase IV se asignarán a canales locales.

D. Servicio e Interferencia

1. *Señal Satisfactoria.* Se reconoce que, en ausencia de interferencia por parte de otras estaciones y en aquellas regiones en que el nivel natural de ruido eléctrico no es anormalmente alto, una señal de 100 uV/m constituye una señal utilizable en áreas rurales o de población muy espaciada, pero que, a causa de los más elevados niveles de ruido eléctrico en las comunidades densamente pobladas, se necesitan mayores intensidades de campo (tan altas como de 25 mV/m o más en las ciudades) para prestar un servicio satisfactorio. Se reconoce además que no es posible acordar protección a las estaciones contra interferencia en toda el área en que sus señales estén o puedan estar por encima del nivel del ruido eléctrico, particularmente por la noche, y que se hace necesario especificar las fronteras o contornos dentro de los cuales están protegidas las estaciones contra interferencia objetable procedente de otras estaciones.
2. *Zonas Protegidas de Interferencia Objetable.* Las fronteras o contornos dentro de los cuales las diversas clases de estaciones estarán protegidas de interferencia objetable, se especifican en el Anexo III. Sin embargo, ninguna estación tiene que ser protegida de interferencia objetable en ningún lugar fuera de las fronteras del país en que dicha estación se encuentre ubicada salvo cuando se disponga en contrario en este Convenio.
3. *Interferencia Objetable en el mismo Canal.*
  - a. Diurna: para todas las Clases de Estaciones; Nocturna: para las Estaciones de la Clase I. Se considerará como interferencia objetable la causada a una estación ya existente cuando, en la frontera o contorno de intensidad de campo especificados en el Anexo III con respecto a la clase a que pertenece la estación, la intensidad de campo producida por otra estación excede, en 10 por ciento o más del tiempo, el valor de la señal interferente permisible especificada para dicha clase en el Anexo III.

- b. Nocturna: Estaciones de la Clase II y de la Clase III. Se considerará que se causará interferencia objetable a una estación existente cuando, en el contorno de intensidad de campo especificado para la estación de dicha clase en el Anexo III o en el contorno dentro del cual la estación proporciona servicio libre de interferencia (cualquiera que sea el mayor) una nueva señal excede del 70 por ciento de la intensidad de la señal interferente permisible fijada en dicho Anexo para esta clase de estaciones, o del 70 por ciento de la mayor señal interferente de una estación ya existente o debidamente notificada, si esta última excede de la señal permisible.
4. *Interferencia Objetable en Canales Adyacentes.* Se considera que existe interferencia objetable cuando en o dentro de los contornos especificados de una estación deseada, la intensidad de campo de la onda de tierra de una estación indeseada que opera en un canal adyacente excede un valor determinado por la siguiente proporción:
- | Separación entre<br>Canales | Relación mínima per-<br>misible entre señales<br>deseadas e indeseadas |
|-----------------------------|--|
| 10 kc/s                     | 1 a 0.5  |
| 20 kc/s                     | 1 a 30   |
- La señal de onda directa indeseada se determinará en o dentro del contorno de onda de tierra de 0.5 mV/m de la estación deseada. Estos valores se aplican a todas las clases de estaciones tanto de día como de noche y están basadas solamente en la onda directa. Ninguna interferencia entre canales adyacentes se considera sobre la base de una onda reflejada interferente.
5. *Estabilidad de Frecuencia.* La frecuencia de operación de toda estación radiodifusora deberá mantenerse dentro de los 20 ciclos por segundo de la frecuencia asignada.
6. *Radiación Espúrea.* Las Partes Contratantes se esforzarán por reducir y, si es posible, eliminar las radiaciones espúreas de las estaciones radiodifusoras. Dichas radiaciones deberán reducirse, en todos los casos, hasta que las mismas no sean de la intensidad suficiente como para producir interferencia fuera de la banda de frecuencia requerida para el tipo de emisión empleado. Con respecto a las emisiones del tipo A-3, el transmisor no deberá estar modulado en exceso de su capacidad de modulación hasta tal grado que ocurran radiaciones espúreas interferentes.

**E. Determinación de la Existencia de una Interferencia Objetable**

1. *Comportamiento de Antena.* Para los fines de calcular la existencia y grado de una interferencia objetable, se supondrá que las estaciones de las diversas clases producen un campo efectivo, corregido por absorción, para 1 kW de potencia de entrada a la antena, como sigue:

Clase de Estación	A un kilómetro	A una milla
I	362 mV/m	225 mV/m
II y III	282 mV/m	175 mV/m
IV	241 mV/m	150 mV/m

En el caso de que se use una antena direccional, la señal interferente de una estación radiodifusora en cualquier dirección, a falta de mediciones reales de interferencia, se determinará mediante el cálculo de los patrones de intensidad de campo horizontal y vertical de la antena direccional.

2. *Potencia.* La potencia de una estación, para los fines de notificación requerida por el presente Convenio, se determinará de una de las siguientes maneras:
  - a. Tomando el producto del cuadrado de la corriente de antena por la resistencia de antena (potencia de entrada de la antena).
  - b. Mediante la determinación de la intensidad de campo efectiva de la estación, corregida por absorción, efectuando suficientes mediciones de intensidad de campo en, por lo menos, ocho radiales tan igualmente espaciados como sea posible y refiriendo la intensidad de campo así determinada a la intensidad de campo efectiva de una estación que tenga la eficiencia de antena anteriormente estipulada para su clase.
3. *Métodos para Determinar la Presencia de Interferencia Objetable—General.* La existencia o ausencia de interferencia objetable por parte de estaciones en el mismo canal o canales adyacentes, se determinará mediante el uso de las curvas de onda directa u onda reflejada a que se hace referencia en el párrafo 4, siguiente.
4. *Uso de las Curvas de Propagación.*
  - a. *Curvas de Onda Reflejada.* Al computar la distancia al contorno de intensidad de campo de 50 por ciento de onda reflejada de una estación de la Clase I de una potencia dada, así como al computar la intensidad de campo de 10 por ciento de onda reflejada de una pretendida estación interferente, de cualquier clase y potencia dada, a una distancia especificada, podrá hacerse uso de los gráficos adecuados que figuran en el Anexo IV.

b. Curvas de Onda de Tierra. La distancia a cualquier contorno de intensidad de campo especificado de onda de tierra puede determinarse partiendo de las curvas de onda de tierra adecuadas trazadas para la frecuencia que se considera y la conductibilidad y constante dieléctrica del terreno entre la estación y el contorno deseado. La frecuencia y la conductibilidad del terreno deben considerarse en cada caso, y cuando la distancia sea mayor, debe dejarse un margen para la pérdida debida a la curvatura de la tierra. La familia de curvas a utilizar para esta finalidad es similar a las Curvas de Intensidad de Campo de Onda Directa en función de la Distancia para diferentes frecuencias contenidas en los Reglamentos, Parte 3, Servicios de Radiodifusión, edición de enero de 1956, publicada por la Comisión Federal de Comunicaciones de los Estados Unidos de América.

Cuando se presume que existen varios valores de conductibilidad a lo largo de una sola trayectoria de propagación, se utilizará el método de cálculo de "Kirke" o de "Distancia Equivalente" al calcular la distancia a un contorno de intensidad de campo especificada, conjuntamente con las curvas a que se hace referencia en el párrafo precedente. La aplicación de este método aparece descrita en los Reglamentos de la Comisión Federal de Comunicaciones anteriormente mencionados.

#### F. Revisión de Requisitos y Normas Técnicas

Los requisitos y normas técnicas adoptados en este Convenio serán objeto de constante estudio por ambos países, a la luz del continuo desenvolvimiento de la radiodifusión y estarán sujetos, durante la duración del presente Convenio, a aquellos cambios que las administraciones competentes de las Partes Contratantes encuentren mutuamente aceptables.

### ARTICULO III

#### NOTIFICACION

##### A. Reconocimiento de Notificaciones Existentes de Asignaciones a Estaciones Radiodifusoras en la Banda Normal

1. Todas las notificaciones pendientes de asignaciones de estaciones radiodifusoras en la banda normal recibidas de cualquiera de las Partes Contratantes por la Oficina Interamericana de Radio (O. I. R.), La Habana, Cuba, hasta el 15 de junio de 1955, que no son motivo de objeción sometida por intermedio de dicha Oficina por cualquiera de las Partes Contratantes, ni resulten modificadas por las asig-

naciones específicas contenidas en los Anexos al presente Convenio, quedan reconocidas y aceptadas por éste.

2. Las notificaciones de asignaciones de estaciones radiodifusoras en la banda normal especificadas en los Anexos del presente Convenio, quedan también reconocidas y aceptadas por el mismo. Todas las notificaciones y objeciones que sean incompatibles con las asignaciones especificadas en los mencionados Anexos, o que por cualquier otro motivo resulten incompatibles con los términos de este Convenio, quedan suprimidas.

**B. Notificación de Nuevas Asignaciones a Estaciones Radiodifusoras. Cambios en las Asignaciones a Estaciones Radiodifusoras Existentes, etc.**

1. Las nuevas asignaciones de estaciones o cambios en las asignaciones de estaciones ya existentes hechas por cualquiera de las Partes Contratantes, deberán ser compatibles con los términos de este Convenio.
2. Cada una de las Partes Contratantes deberá notificar a la otra Parte todas las nuevas asignaciones de estaciones radiodifusoras, y todos los cambios o supresiones en las asignaciones de estaciones radiodifusoras ya existentes de conformidad con el Anexo VI del presente Convenio. Cada una de dichas Partes Contratantes notificará también a la otra Parte la supresión de cualquier asignación a estaciones radiodifusoras y la fecha de iniciación o cese de operación, así como aquella en la que se efectúen los cambios en las estaciones radiodifusoras.
3. Para que una notificación sea válida, la nueva estación radiodifusora, el cambio o supresión propuestos en ella, deben estar de acuerdo con el presente Convenio.
4. Cada Parte Contratante deberá, dentro de los cuarenta y cinco días siguientes a la fecha de recibo de una notificación, informar a la Parte Contratante que efectúa dicha notificación, de cualquier objeción que pueda tener con respecto a la misma, de conformidad con los términos de este Convenio o bien su aceptación de la notificación. En el caso de que la información suplementaria que se requiere, de conformidad con las disposiciones del Anexo VI, no acompañe a la información básica y que dicha información suplementaria sea recibida dentro del período especificado en el mencionado Anexo, el período durante el cual puede presentarse objeción se extenderá a los treinta días siguientes a la fecha de recibo de dicha información suplementaria.
5. El que cualquiera de las Partes Contratantes no objete una notificación dentro del período anteriormente especificado, se considerará como aceptación, por dicha Parte Contratante, de la notificación en cuestión.

6. La fecha de prioridad de una notificación se determinará por la fecha de su recibo, por parte de la Agencia o Gobierno que tiene a su cargo la función del intercambio de notificaciones, de la información básica que constituye la notificación, siempre y cuando la información suplementaria relativa a dicha notificación sea también presentada dentro del período especificado para esa finalidad en el Anexo VI. Si existe conflicto entre dos o más notificaciones, la prioridad en la fecha de recibo de las mismas por parte de la Agencia o Gobierno encargado de la función de intercambio de notificaciones, será la que rija.

C. Cese del Efecto de una Notificación

1. Cualquier notificación de una asignación para una nueva estación radiodifusora, o de un cambio en la asignación de una estación radiodifusora ya existente, cesará de tener efecto si, dentro del período especificado en el Anexo VI, no hubiese sido suministrada la información suplementaria.

#### ARTICULO IV

##### *RATIFICACION Y ENTRADA EN VIGOR*

A. Ratificación

1. El presente Convenio estará sujeto a ratificación por parte de ambas Partes Contratantes de conformidad con sus procedimientos constitucionales.
2. Las Partes Contratantes acuerdan dar los pasos necesarios adecuados tendientes a hacer la ratificación en la forma más expedita que sea posible, compatible con sus procedimientos constitucionales.
3. El canje de los instrumentos de ratificación se llevará a cabo en México, Distrito Federal.

B. Entrada en Vigor

1. El presente Convenio entrará en vigor al efectuarse el canje de los instrumentos de ratificación.

#### ARTICULO V

##### *VIGENCIA Y DENUNCIA DEL CONVENIO*

A. Vigencia

El presente Convenio permanecerá en vigor durante un período de cinco años a menos que, antes del fin de dicho período, se le de por terminado mediante aviso de denuncia, de conformidad con el párrafo B de este Artículo, o sea reemplazado por un nuevo Convenio entre las Partes Contratantes.

**B. Denuncia**

Cualquiera de las Partes Contratantes puede dar por terminado el presente Convenio mediante aviso de denuncia a la otra Parte. La denuncia surtirá efectos un año después de la fecha de recibo del aviso relativo, excepción hecha de las denuncias efectuadas de conformidad con las disposiciones al respecto contenidas en el Artículo I del presente Convenio, las que surtirán efecto noventa días después de la fecha de recibo del aviso correspondiente.

EN FE DE LO CUAL, los Plenipotenciarios respectivos han firmado el presente Convenio, por duplicado, en los idiomas inglés y español. Los textos en ambos idiomas serán igualmente válidos. Una copia autenticada del mismo será remitida por el Gobierno de los Estados Unidos Mexicanos a los Gobiernos del Reino Unido de la Gran Bretaña y de Irlanda del Norte, para los Territorios en la Región Norteamericana (Islas Bahamas y Jamaica); Canadá, Cuba, República Dominicana y Haití, al Secretario General de la Unión Internacional de Telecomunicaciones y a la Agencia que se encargue de la función del intercambio de notificaciones.

HECHO en la ciudad de México, Distrito Federal, a los veintinueve días del mes de enero de mil novecientos cincuenta y siete.

FRANCIS WHITE

Francis White,  
*Embajador Extraordinario y Plenipotenciario de los Estados Unidos de América en los Estados Unidos Mexicanos.*

W BUCHANAN

Ing. Walter C. Buchanan,  
*Subsecretario de Comunicaciones y Transportes,*  
*Encargado del Despacho.*

ROSEL H HYDE

Rosel H. Hyde,  
*Presidente de la Delegación de los Estados Unidos de América.*

E MÉNDEZ

Ing. Eugenio Méndez Docurro,  
*Director General de Telecomunicaciones de la Secretaría de Comunicaciones y Obras Públicas.*

[SEAL]

[SEAL]

## ANEXO I

## A. Cuadro de Prioridades de la Clase I-A

Canal kc/s	País que tiene la Prioridad I-A
540	México
640	EUA
650	EUA
660	EUA
670	EUA
700	EUA
720	EUA
730	México*
750	EUA
760	EUA
770	EUA
780	EUA
800	México
820	EUA
830	EUA
840	EUA
870	EUA
880	EUA
890	EUA
900	México
1020	EUA
1030	EUA
1040	EUA
1050	México
1100	EUA
1120	EUA
1160	EUA
1180	EUA
1200	EUA
1210	EUA
1220	México
1570	México

\* Las Partes a este Convenio reconocen la limitación a la operación mexicana en 730 kc/s causada por la operación de estaciones en los Estados Unidos de América en la frecuencia de 740 kc/s y están de acuerdo en continuar el estudio de este asunto en un esfuerzo para llegar a un ajuste en la banda de los 740 kc/s que sean mutuamente satisfactorios y sobre cuya base los Estados Unidos de América podrán modificar su actual prioridad en el uso de los 740 kc/s. Cada una de las Partes Contratantes está de acuerdo en intercambiar puntos de vista y considerar cuidadosamente cualquier sugerencia de la otra Parte Contratante.

## Anexo I

**B. Uso Secundario de los Canales Despejados de la Clase I-A**

1. Ninguna de las Partes Contratantes\* hará asignaciones nocturnas en los canales en que el otro país tiene prioridad de la Clase I-A de conformidad con el Convenio, salvo en los casos siguientes:
  - a. Los Estados Unidos Mexicanos pueden efectuar las siguientes asignaciones:
    - (1) *660 kc/s* - - - 5 kW de potencia máxima, antena direccional, en México, Distrito Federal, con una intensidad de señal en cualquier punto dentro de las fronteras de los Estados Unidos de América limitada a 50 uV/m, 10 por ciento, onda reflejada.
    - (2) *760 kc/s* - 5 kW de potencia máxima, antena direccional, en México, Distrito Federal, o al sur con una intensidad de señal en cualquier punto dentro de las fronteras de los Estados Unidos de América limitada a 50 uV/m, 10 por ciento, onda reflejada.
    - (3) *830 kc/s* - 5 kW de potencia máxima, antena direccional, en México, Distrito Federal, con una señal en cualquier punto dentro de las fronteras de los Estados Unidos de América limitada a 50 uV/m, 10 por ciento, onda reflejada.
    - (4) *1030 kc/s* - México, Distrito Federal, 10·kW-D, 1 kW-N, ND, C, II.
  - b. Los Estados Unidos de América pueden efectuar las siguientes asignaciones:
    - (1) *1050 kc/s* - - - New York, New York, 50 kW, AD-N, C, II, con el patrón de antena direccional actualmente utilizado para dicha operación.
    - (2) *1220 kc/s* - Cleveland, Ohio, 50 kW, AD-N, C, II, con el patrón de antena direccional actualmente utilizado para dicha operación.
    - (3) *540 kc/s* - Asignaciones en los Estados Unidos de América en esta frecuencia:
      - (a) Deberán estar ubicadas fuera del área limitada al Norte por el paralelo 35° N y al Oriente por el meridiano 93° W, siempre y cuando dichas asignaciones no se efectúen dentro de los Estados Unidos de América al sur del paralelo 30° N, y
      - (b) No deberán poner una intensidad de señal en ningún punto dentro de los Estados Unidos Mexicanos que exceda de los 50 uV/m de noche y 10 uV/m de día.
    - (4) *730 kc/s* - Santurce, Puerto Rico, 10 kW, AD-1, C, II\*\*.
    - (5) *800 kc/s* - Juneau, Alaska, 5 kW, ND, C, II.
    - (6) *900 kc/s* - Fairbanks, Alaska, 10 kW, ND, C, II.

\* En el caso de los Estados Unidos de América están incluidos también Alaska, Hawaii, Puerto Rico y las Islas Vírgenes.

\*\* La máxima señal permisible en el punto más cercano de la frontera mexicana será del 17.5 uV/m

**ANEXO II****Cuadro de Prioridades de la Clase I-B**

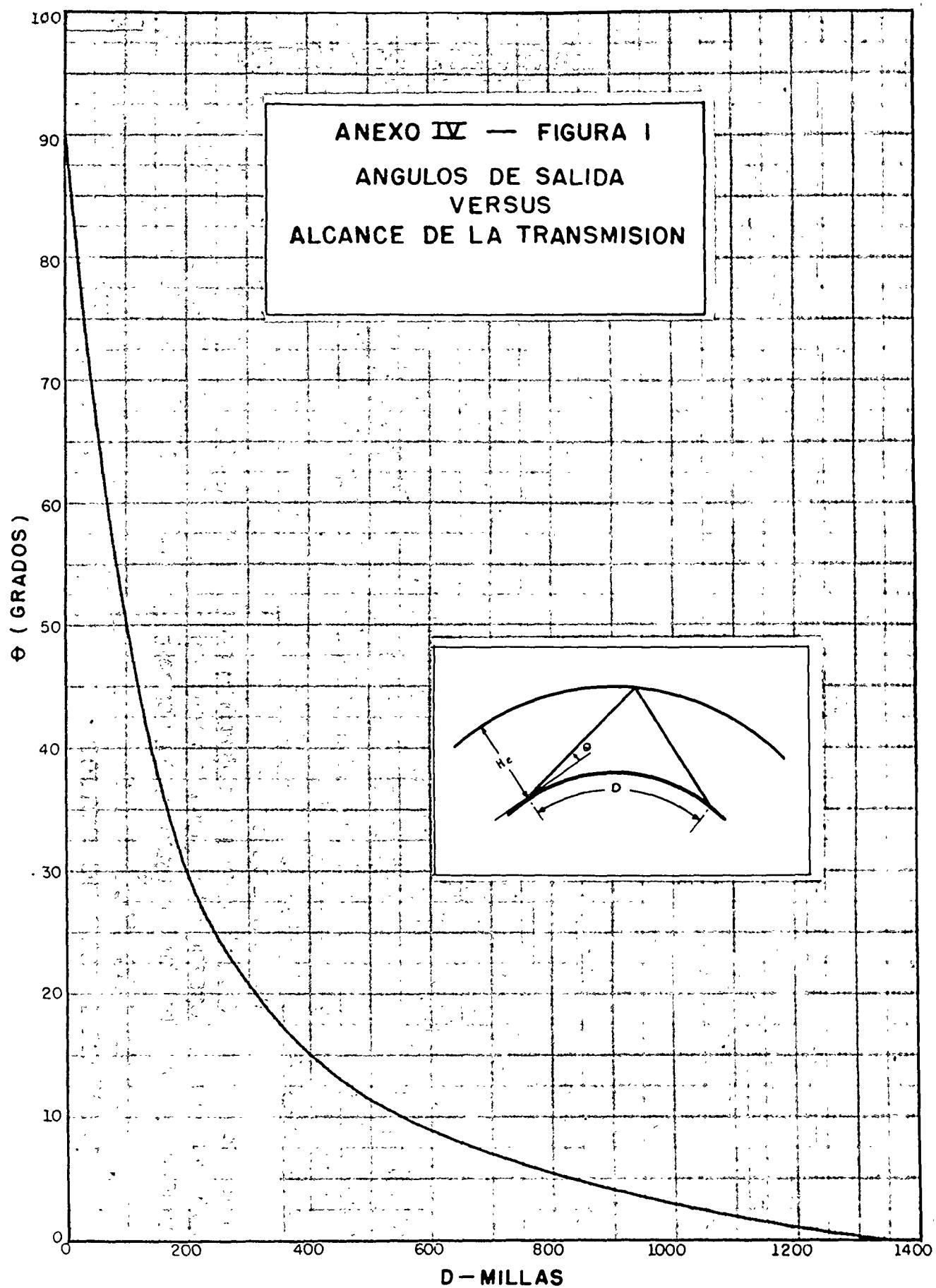
Canales kc/s	Estación	Países que tienen Prioridad I-B	Antena	Operación
680	San Francisco, California	EUA	ND	C
690	Tijuana, Baja California	México	AD	C
710	New York, New York	EUA	AD	C
710	Seattle, Washington	EUA	AD	C
810	San Francisco, California	EUA	AD	C
810	Schenectady, New York	EUA	ND	C
850	Denver, Colorado	EUA	ND	C
850	Orizaba, Veracruz	México	AD	C
940	México, Distrito Federal	México	ND	C
1000	México, Distrito Federal	México	AD	C
1000	Chicago, Illinois	EUA	AD	C
1000	Seattle, Washington	EUA	AD	C
1060	México, Distrito Federal	México	AD	C
1060	Philadelphia, Pennsylvania	EUA	AD	C
1070	Los Angeles, California	EUA	ND	C
1080	Hartford, Connecticut	EUA	AD	C
1080	Dallas, Texas	EUA	AD	C
1090	Rosarito, Baja California	México	AD	C
1090	Little Rock, Arkansas	EUA	AD	C
1090	Baltimore, Maryland	EUA	AD	C
1110	Omaha, Nebraska	EUA	AD	C
1110	Charlotte, North Carolina	EUA	AD	C
1130	Shreveport, Louisiana	EUA	AD	C
1130	New York, New York	EUA	AD	C
1140	Monterrey, Nuevo León	México	AD	C
1140	Richmond, Virginia	EUA	AD	C
1170	Tulsa, Oklahoma	EUA	AD	C
1170	Wheeling, West Virginia	EUA	AD	C
1190	Guadalajara, Jalisco	México	AD	C
1190	Fort Wayne, Indiana	EUA	AD	C
1190	Portland, Oregon	EUA	AD	C
1580	Washington, District of Columbia	EUA	AD	C
1500	St. Paul, Minnesota	EUA	AD	C
1510	Nashville, Tennessee	EUA	AD	C
1510	Spokane, Washington	EUA	AD	C
1520	Buffalo, New York	EUA	AD	C
1520	Oklahoma City, Oklahoma	EUA	AD	C
1530	Sacramento, California	EUA	AD	C
1530	Cincinnati, Ohio	EUA	AD	C
1540	Waterloo, Iowa	EUA	AD	C
1550	Nuevo Laredo, Tamaulipas	México	AD	C
1560	New York, New York	EUA	AD	C
1560	Bakersfield, California	EUA	AD	C

### ANEXO III

**CONTORNOS DE SERVICIOS PROTEGIDOS Y SEÑALES INTERFERENTES PERMISIBLES  
PARA LAS ESTACIONES EN EL MISMO CANAL.**

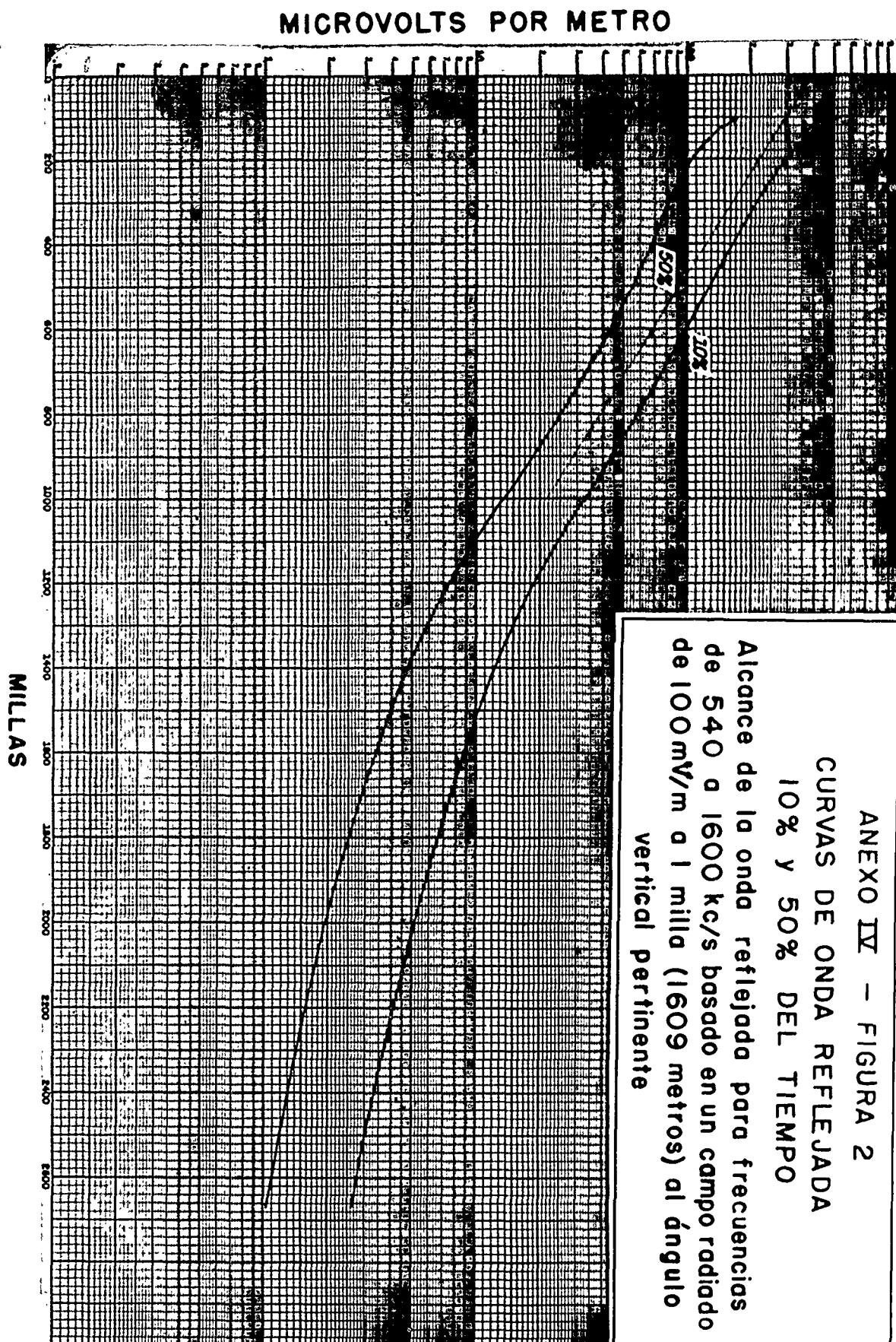
Clase de Estación	Clase del Canal utilizado.	Potencia Permisible.	Frontera o contorno de la señal del área protegida de interferencia objetable		Señal interferente permisible.
			Día	Noche	
I A	Despejado	50 kW o más	Frontera del país en que la estación se encuentra ubicada.	5 uV/m	25 uV/m
I B	Despejado	10 kW a 50 kW	100 uV/m	500 uV/m (50 % onda reflejada)	25 uV/m
II Regional	Despejado	0.10 kW a 50 kW 0.5 kW a 25 kW.	Tal como se dispone en la definición de Canal Regional.	500 uV/m 500 uV/m	2500 uV/m (onda directa) 2500 uV/m (onda directa)
III	Despejado	0.10 kW a 50 kW 0.5 kW a 25 kW.	Tal como se dispone en la definición de Canal Regional.	500 uV/m 500 uV/m	25 uV/m 25 uV/m
IV Local	Local	0.1 kW a 1 kW de día. Tal como se dispone en la definición de Canal Local.	0.1 kW a 1 kW de día. Tal como se dispone en la definición de Canal Local.	500 uV/m 4000 uV/m (onda directa)	125 uV/m 125 uV/m
		0.1 kW a 0.5 kW de noche. Tal como se dispone en la definición de Canal Local.		25 uV/m 200 uV/m	

ANEXO IV - Figura 1  
ANGULOS DE SALIDA  
versus  
ALCANCE DE LA TRANSMISION



**ANEXO IV - Figura 2**  
**CURVAS DE ONDA REFLEJADA**  
**10 % Y 50% DEL TIEMPO**

Alcance de la onda reflejada para frecuencias de 540  
a 1600 kc/s basado en un campo radiado de 100 mV/m  
a 1 milla (1609 metros) al ángulo vertical pertinente



## ANEXO V

CASOS ESPECIFICOS

kc/s					
540	Haines City, Florida	10 kW	AD	D II*	
550	Mérida, Yucatán	5 kW	AD-1	C III*	
550	San Diego, California	5 kW	AD	C III*	
570	Morelia, Michoacán	1 kW	ND	C III	
580	Guadalajara, Jalisco	25 kW	AD-1	C III*	
*590	Reynosa, Tamaulipas	5 kW-D/.25 kW-N	ND	C IV	
590	Hermosillo, Sonora	1 kW	ND	C III	
610	Sabinas, Coahuila	3 kW-D/0.5 kW-N	ND	C III	
620	Chihuahua, Chihuahua	1 kW-D/0.25 kW-N	ND	C IV	
620	México, Distrito Federal	10 kW-D/5 kW-N	ND	C III	
630	Monterrey, Nuevo León	10 kW	AD-2	C III*	
660	Ciudad Delicias, Chihuahua	0.5 kW	ND	D II	
690	Tijuana, Baja California	50 kW	AD-N	C I-B*	
690	La Mesa, Texas	0.25 kW	ND	C II	
690	Estado de Yucatán	50 kW	AD	C II*	
710	Tuxtla Gutiérrez, Chiapas	1 kW	ND	C II	
790	Mexicali, Baja California	0.5 kW	ND	D III	
790	La Paz, Baja California	2 kW-D/0.75 kW-N	ND	C III	
810	Kansas City, Missouri	50 kW-D/10 kW-N	AD-N	C II*	
810	Tampico, Tamaulipas	50 kW	AD-N	C II*	
850	Orizaba, Veracruz	100 kW-D/50 kW-N	AD-N	C I-B*	
920	Piedras Negras, Coahuila	1 kW-D/0.25 kW-N	ND	C IV	
920	Culiacán, Sinaloa	5 kW	AD-N	C III*	
940	México, Distrito Federal	150 kW-D/50 kW-N	ND	C I-B	
950	Tijuana, Baja California	2.5 kW	ND	C III	
960	Nuevo Laredo, Tamaulipas	2 kW-D/1 kW-N	ND	C III	
970	Ciudad Juárez, Chihuahua	10 kW-D/5 kW-N	ND	C III	
1000	Chicago, Illinois	50 kW	AD-2	C I-B*	
1000	México, Distrito Federal	10 kW	ND	C I-B*	
1000	Oklahoma City, Oklahoma	5 kW	AD-2	C II*	
1010	Ciudad Acuña, Coahuila	0.5 kW-D/0.2 kW-N	ND	C II	
1070	Tehuacán, Puebla	1 kW-D/0.25 kW-N	ND	C II	
	(Se cambiará de 1080 kc/s)				
1080	Zitacuaro, Michoacán	0.5 kW-D/0.1 kW-N	ND	C II	
1110	México, Distrito Federal	50 kW	AD-N	C II*	
1130	Jalapa, Veracruz	10 kW	AD-N	C II*	
1140	Monterrey, Nuevo León	50 kW	AD-N	C I-B*	
1150	Ciudad Obregón, Sonora	5 kW-D/0.3 kW-N	ND	C III	
1150	Mérida, Yucatán	0.5 kW-D/0.35 kW-N	ND	C III	
1150	México, Distrito Federal	10 kW	AD-N	C III*	
1190	Fort Wayne, Indiana	50 kW	AD-N	C I-B*	
1190	Portland, Oregon	50 kW	AD-1	C I-B*	
1190	Guadalajara, Jalisco	(10 kW (50 kW	ND AD-N	C I-B*	

\*Las Partes Contratantes reconocen que la operación de la XERT, Reynosa, Tamaulipas, en la frecuencia de 590 kc/s con la potencia diurna actualmente notificada de 5 kW, daría como resultado una seria limitación al servicio de onda directa de la estación en el mismo canal KTBC, de Austin Texas. En consecuencia, los Estados Unidos Mexicanos están de acuerdo en estudiar la posibilidad de mantener la potencia diurna de la estación de Reynosa en un nivel en que la citada interferencia a la estación de Austin resulte mínima.

## Anexo V

kc/s					
1250	Port Arthur, Texas	5 kW-D/1 kW-N	AD-N	C III <sup>a</sup>	
1310	Torreón, Coahuila	10 kW-D/0.25 kW-N	ND	C IV	
1320	México, Distrito Federal	1 kW	ND	C III	
1330	Gallup, New Mexico	5 kW-D/1 kW-N	AD-N	C III <sup>a</sup>	
1360	Iguala, Guerrero	1 kW-D/0.5 kW-N		C III	
1360	Celaya, Guanajuato	1 kW-D/0.175 kW-N	ND	C IV	
1370	Monterrey, Nuevo León	10 kW	AD-N	C III <sup>b</sup>	
1370	Nogales, Sonora	5 kW	ND	C III	
1380	Tecate, Baja California	0.25 kW-D/0.1 kW-N	ND	C IV	
1380	México, Distrito Federal	5 kW	ND	C III	
1410	Nuevo Laredo, Tamaulipas	1 kW-D/0.25 kW-N	ND	C IV	
1410	Searcy, Arkansas	1 kW-D/0.5 kW-N	AD-N	C III <sup>a</sup>	
1450	Valle Hermoso, Tamaulipas	1 kW-D/0.25 kW-N	ND	C IV	
1470	Ciudad Miguel Alemán, Tamaulipas	0.5 kW-D/0.25 kW-N	ND	C IV	
1470	México, Distrito Federal	10 kW-D/5 kW-N	ND	C III	
1520	Hidalgo del Parral, Chihuahua	1 kW	ND	D II	
1540	Los Angeles, California	5 kW	ND	D II	
1540	Waterloo, Iowa	50 kW	AD-N	C I-B <sup>a</sup>	
1550	Nuevo Laredo, Tamaulipas	50 kW	AD-N	C I-B <sup>a</sup>	
1550	Huntsville, Alabama	5 kW-D/0.5 kW-N	AD-N	C II <sup>a</sup>	
1560	Bakersfield, California	10 KW	AD-1	C I-B <sup>a</sup>	
1560	New York, New York	50 kW	AD-1	C I-B <sup>a</sup>	
1560	Ciudad Cuauhtémoc, Chihuahua	2 kW-D/0.25 kW-N	ND	C II	
1580	Hermosillo, Sonora	50 kW	ND	C II	
1590	Mexicali, Baja California	10 kW-D/1.5 kW-N	ND	C III	
1590	México, Distrito Federal	10 kW-D/5 kW-N	ND	C III	
1600	Brownsville, Texas	1 kW	AD-2	C III <sup>a</sup>	

NOTAS

- a. Con el actual patrón de antena direccional notificado, cualquier cambio subsiguiente en el mencionado patrón no debe dar como resultado una interferencia aumentada a las estaciones en el otro país de conformidad con las normas de ingeniería del presente Convenio.
- b. La antena direccional protegerá a las estaciones en el otro país de acuerdo con las normas de ingeniería del presente Convenio.
- c. Las asignaciones futuras protegerán a esta estación de acuerdo con su clasificación I-B.
- d. Es permisible la operación no direccional con una potencia que no exceda de los 10 kW. Si se utiliza una potencia mayor se empleará una antena direccional que restringirá la radiación a 715 mV/m, o menos, de campo no atenuado a 1.609 kilómetros (una milla) en el arco comprendido entre los 11 y 47 grados geográficos (zona de servicio secundario de la WCFL) y a 1125 mV/m, de campo no atenuado a 1.609 kilómetros (una milla) en el arco comprendido entre los 314 y 333 grados geográficos (zona de servicio secundario de la KOMO).
- e. La antena direccional restringirá la radiación a 200 mV/m, no atenuados a 1.609 kilómetros (una milla) sobre el arco comprendido entre los 327 y 10 grados geográficos (zona de servicio secundario de la KFAB) y en un arco comprendido entre los 27 y 65 grados geográficos (zona de servicio secundario de la WBT).

## Anexo V

- f. Esta estación estará sujeta a interferencia que puede ser producida en cualquier tiempo por la XEAE, Ciudad Acuña, Coahuila, con una potencia de 5 kW o si la XEAE cambia de ubicación a Monterrey, Nuevo León, puede operar con 1 kW. En cualquier caso, la XEAE operará con antena omnidireccional.
- g. 850 kc/s. La asignación de 850 kc/s en Orizaba, Veracruz, protegerá la zona de servicio secundario (0.5 mV/m contorno de 50 por ciento de onda reflejada) de la KOA de Denver, Colorado, de conformidad con la clasificación I-B de la estación KOA.
- h. Esta asignación proporcionará protección I-B a la estación I-B de los Estados Unidos de América, en Richmond, Virginia, salvo que el campo no atenuado a 1.609 kilómetros (una milla) hacia la parte norte de la zona de servicio secundario de la estación de Richmond, puede ser aumentado a los siguientes valores en las direcciones indicadas a continuación:

250 mV/m a 19° geográficos  
140 mV/m a 22° geográficos  
140 mV/m a 35° geográficos  
200 mV/m a 52° geográficos

- i. Es permisible la operación omnidireccional con 10 kW. Si se utiliza una potencia mayor, la antena direccional restringirá la radiación a 870 mV/m, de campo no atenuado a 1.609 kilómetros (una milla), en un arco comprendido entre los 323 y 343 grados geográficos (área de señal secundaria de la KEX) a 715 mV/m, de campo no atenuado a 1.609 kilómetros (una milla), en un arco comprendido entre los 17 y 59 grados geográficos (zona de servicio secundario de la WOWO).
- j. Los Estados Unidos Mexicanos pueden operar una estación en la Clase II en cualquier punto de la Península de Yucatán con una potencia de 50 kW utilizando una antena direccional que dará a las estaciones de los Estados Unidos de América una protección equivalente a aquella que las mismas reciben para la actual operación de la estación en México, Distrito Federal, en esta frecuencia (5 kW, ND-C-II).
- k. Los requerimientos de protección para otras estaciones se basarán en la anterior operación en 550 kc/s.

**ANEXO VI****PROCEDIMIENTO DE NOTIFICACION****A. Notificación de Nuevas Asignaciones a Estaciones Radiodifusoras o Cambios en las Asignaciones a Estaciones Radiodifusoras ya Existentes**

1. **Modo de llevar a cabo la Función de Intercambio de Notificaciones.** Las notificaciones relativas a asignaciones de estaciones radiodifusoras y cambios o supresiones a dichas asignaciones, objeciones a las mismas, y otras comunicaciones que se hagan de conformidad con las disposiciones de este Artículo, serán enviadas, para los fines de su intercambio, a la Agencia o Gobierno que lleve a cabo la función de intercambio de notificaciones para los países de la Región Norteamericana.
2. **Notificaciones de Nuevas Asignaciones de Estaciones Radiodifusoras o de Cambios en las Asignaciones de Estaciones Radiodifusoras ya Existentes.** Al efectuar cualesquiera notificaciones relativas a asignaciones para nuevas estaciones radiodifusoras, o de un cambio en las asignaciones a estaciones radiodifusoras ya existentes, el Gobierno deberá suministrar la información básica que es esencial para constituir una notificación. La información básica deberá ir acompañada o seguida lo más pronto que sea posible, pero en ningún caso más de noventa días después, por la información suplementaria.
  - (a) ***Asignaciones a Nuevas Estaciones Radiodifusoras.***
    - (1) **Información Básica.** La información básica consistirá en lo siguiente: frecuencia, clase de la estación, ubicación por ciudad y provincia o estado, potencia, tiempo de operación, si va a utilizarse antena direccional y el tiempo durante el cual ésta será utilizada (AD-1, AD-2, AD-N o AD-D); la fecha en que se espera iniciar la operación.
    - (2) **Información Suplementaria.** La información suplementaria consistirá en lo siguiente: indicativo de llamada, situación geográfica de la parte central de la antena en grados y minutos de longitud y latitud, y,

- (i) para un sistema de antena direccional sus dimensiones eléctricas y físicas, el patrón de radiación horizontal para operación diurna y los patrones de radiación vertical y horizontal para operación nocturna (los patrones verticales se suministrarán solamente para las direcciones en que se requiere protección para estaciones en otros países);
  - (ii) para antenas omnidireccionales, las dimensiones tanto eléctricas como físicas (incluyendo las del sistema de tierra etc.\* ) y el campo de radiación horizontal no atenuado a 1.609 kilómetros (una milla) para 1 kW de potencia de entrada a la antena.
- (b) *Cambios en las Asignaciones de Estaciones Radiodifusoras.*
- (1) Información Básica. La información básica consistirá en la naturaleza del cambio, junto con la fecha en que se espera llevar a cabo el mismo, y cualquier revisión de la información básica previamente suministrada que sea necesaria para hacer que ésta se encuentre de acuerdo con el cambio.
  - (2) Información Suplementaria. La información suplementaria consistirá de cualquier revisión de la información suplementaria previamente suministrada que sea necesaria para hacer que ésta se encuentre de acuerdo con el cambio.
3. Notificaciones de Supresiones de Asignaciones de Estaciones Radiodifusoras. Las notificaciones de supresiones y asignaciones de estaciones radiodifusoras deben consistir de la información suficiente para identificar la asignación de la estación suprimida, incluyendo indicativo de llamada, ubicación, frecuencia, y potencia junto con la fecha en que la estación ha cesado o se espera que cese de operar.
4. Notificaciones de Iniciación o Cese de Operación y Fecha en que se llevaron a cabo los Cambios en las Estaciones Radiodifusoras. Deberá notificarse la fecha exacta de la iniciación o cese de operación de una estación radiodifusora, o en que se ha llevado a cabo el cambio en una estación radiodifusora.

\* Se supone que las antenas omnidireccionales serán torres aisladas con retenidas o autosoportadas, situadas en el suelo con un sistema constituido por radiales bajo tierra. En los casos en que el sistema de antena se aparte del tipo anterior (por ejemplo, que se encuentre ubicada sobre un edificio, que sea un tipo de T o L invertida, que esté alimentada en derivación, que sea seccionada o alimentada en el ápice) se suministrarán datos particulares completos, incluyendo un esquema si es necesario para mayor claridad.

**ANEXO VII****ABREVIATURAS**

- kc/s      kilociclos por segundo.
- kW      kilowatts.
- C      funcionamiento ilimitado (día y noche).
- D      funcionamiento de día solamente.
- N      funcionamiento de noche solamente.
- ND      omnidireccionales o no-direccionales.
- mV/m      milivolts por metro.
- uV/m      microvolts por metro.
- AD      antena direccional.
- AD-1      antena direccional: el dígito indica la misma configuración, pero no necesariamente la misma potencia día y noche.
- AD-2      antena direccional: el dígito indica distintas configuraciones, día y noche, ya sea con la misma o con diferente potencia diurna y nocturna.
- AD-N      antena direccional: la -N indica antena direccional utilizada solo para el funcionamiento nocturno; omnidireccional diurna.
- AD-D      antena direccional: la -D indica antena direccional utilizada solo para funcionamiento diurno.

WHEREAS the Senate of the United States of America by their resolution of February 23, 1960, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the aforesaid agreement;

WHEREAS the aforesaid agreement was duly ratified by the President of the United States of America on March 9, 1960, in pursuance of the aforesaid advice and consent of the Senate, and was duly ratified on the part of the United Mexican States;

WHEREAS the respective instruments of ratification of the aforesaid agreement were duly exchanged at Mexico City on June 9, 1961;

AND WHEREAS it is provided in Article IV of the aforesaid agreement that the agreement shall enter into force upon the exchange of instruments of ratification;

Now, THEREFORE, be it known that I, John F. Kennedy, President of the United States of America, do hereby proclaim and make public the aforesaid agreement, to the end that the said agreement and each and every article and clause thereof may 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 hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this sixteenth day of June in the year of our Lord one thousand nine hundred sixty-one and [SEAL] of the Independence of the United States of America the one hundred eighty-fifth.

JOHN F. KENNEDY

By the President:

DEAN RUSK  
*Secretary of State*

# PAKISTAN

## Surplus Agricultural Commodities [<sup>1</sup>]

*Agreement supplementing the agreement of April 11, 1960, as amended.*

*Signed at Rawalpindi June 14, 1961;*

*Entered into force June 14, 1961.*

*With exchange of notes.*

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### AGREEMENT TO SUPPLEMENT THE AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND PAKISTAN SIGNED AT KARACHI ON APRIL 11, 1960.

The Agricultural Commodities Agreement between the United States of America and Pakistan signed at Karachi April 11, 1960, as amended on September 23, 1960; March 11, 1961, April 22, 1961 and June 3, 1961,[<sup>2</sup>] is hereby supplemented as follows:

1. In addition to the amounts shown in Article 1 of the Agreement of April 11, 1960, the Government of the United States of America will finance the following:

<i>Commodity</i>	<i>Value (Millions)</i>
Cotton (Extra long staple)	\$ 2.94
Ocean transportation.	.06
Total :	<hr/> \$ 3.00

Applications for purchase authorizations for the above commodities shall be made within 90 days after the effective date of this Supplementary Agreement.

2. Rupees accruing to the Government of the United States of America as a consequence of sales of the commodity specified in the present Agreement will be used by the Government of the United States of America as follows:

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<sup>1</sup> Also TIAS 4794, 4829, 4852; *post*, pp. 897, 1170, 1287.

<sup>2</sup> TIAS 4470, 4579, 4720, 4743, 4772; 11 UST 1352, 2156; *ante*, pp. 323, 501, 715.

- (a) For payment of expenditures by the United States of America in Pakistan under subsections (a) (b) (c) (d) (f) (h) (i) (j) (k) (l) (m) (n) (o) (p) (q) and (r) of Section 104 of the Agricultural Trade Development and Assistance Act,[<sup>1</sup>] as amended, the rupee equivalent of \$ 600,000.
- (b) For loans to be made by the Export-Import Bank of Washington under Section 104(e) of the Act, and for administrative expenses of the Export-Import Bank of Washington in Pakistan incident thereto, the rupee equivalent of \$ 300,000 but not more than 25% of the currencies received under the Agreement.
- (c) For a grant to the Government of Pakistan under Section 104(e) of the Act, the rupee equivalent of not more than \$ 1,050,000, for financing such projects to promote balanced economic development as may from time to time be mutually agreed.
- (d) For a loan to the Government of Pakistan under Section 104(g) of the Act, the rupee equivalent of not more than \$ 1,050,000, for financing such projects to promote economic development, including projects not heretofore included in plans of the Government of Pakistan, as may be mutually agreed. The terms and conditions of the loan and other provisions will be set forth in a separate agreement.

3. Except as modified above, the Agreement of April 11, 1960 remains unchanged.

4. This Supplementary Agreement shall enter into force upon signature.

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

DONE at Rawalpindi, this fourteenth day of June 1961.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:

WILLIAM M. ROUNTREE

William M. Rountree  
*Ambassador of the United  
States of America in  
Pakistan.*

FOR THE GOVERNMENT OF  
PAKISTAN

H. A. MAJID

H. A. Majid  
*Secretary  
Ministry of Finance  
(Economic Affairs Division)*

<sup>1</sup> 68 Stat. 456; 7 U.S.C. § 1704.

*The American Ambassador to the Secretary, Pakistani Ministry of Finance*

KARACHI, PAKISTAN  
Signed at RAWALPINDI

*June 14, 1961*

No. 778

DEAR MR. MAJID:

I have the honor to refer to the Agricultural Commodities Agreement signed today between the Government of the United States of America and the Government of Pakistan, and state that the understanding of the Government of the United States of America is as follows:

1. The Government of Pakistan will provide facilities for the conversion of the rupee equivalent of \$60,000 accruing under the aforementioned Agreement for agricultural market development purposes into currencies other than United States dollars on request of the Government of the United States of America.
2. The Government of the United States of America may utilize rupees in Pakistan to pay for goods and services, including international transportation and travel in connection with market development and other agricultural projects and activities in Pakistan and other countries.
3. It is agreed that imports of yarn processed in other countries from raw cotton financed under this agreement shall be over and above Pakistan's usual commercial imports of cotton yarns from Free World Sources during the period ending June 30, 1962. It is agreed that all of the yarns imported under this agreement will be used in textile products for domestic consumption.

I shall appreciate your confirming to me that the contents of this note also represent the understanding of the Government of Pakistan.

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

WILLIAM M. ROUNTREE  
*Ambassador of The United States  
of America in Pakistan*

Mr. H. A. MAJID  
*Secretary  
Ministry of Finance  
Rawalpindi*

*The Secretary, Pakistani Ministry of Finance, to the American Ambassador*

TELEGRAMS: MINECA

GOVERNMENT OF PAKISTAN  
MINISTRY OF FINANCE  
ECONOMIC AFFAIRS DIVISION  
*Rawalpindi, June 14, 1961.*

DEAR MR. AMBASSADOR,

I have the honour to acknowledge with thanks the receipt of your letter dated June 14, 1961, containing the proposal for amendment to the Agricultural Commodities Agreement signed on April 11, 1960, as amended on September 23, 1960, March 11, 1961, April 22, 1961 and June 3, 1961, the text of which is reproduced below:

"I have the honor to refer to the Agricultural Commodities Agreement signed today between the Government of the United States of America and the Government of Pakistan, and state that the understanding of the Government of the United States of America is as follows:

1. The Government of Pakistan will provide facilities for the conversion of the rupee equivalent of \$ 60,000 accruing under the aforementioned Agreement for agricultural market development purposes into currencies other than United States dollars on request of the Government of the United States of America.
2. The Government of the United States of America may utilize rupees in Pakistan to pay for goods and services, including international transportation and travel in connection with market development and other agricultural projects and activities in Pakistan and other countries.
3. It is agreed that imports of yarn processed in other countries from raw cotton financed under this agreement shall be over and above Pakistan's usual commercial imports of cotton yarns from Free World Sources during the period ending June 30, 1962. It is agreed that all of the yarns imported under this agreement will be used in textile products for domestic consumption.

I shall appreciate your confirming to me that the contents of this note also represent the understanding of the Government of Pakistan.

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

I write to confirm that the foregoing sets forth the understanding  
of the Government of Pakistan.

Yours sincerely,

H. A. MAJID

H. A. Majid  
*Secretary*

His Excellency

Mr. WILLIAM M. ROUNTREE,  
*Ambassador of the United  
States of America in  
Pakistan.*

# AUSTRALIA

## Tracking Stations: Transit Navigational Satellite Program

*Agreement effected by exchange of notes  
Dated at Canberra June 5, 1961;  
Entered into force June 5, 1961.*

*The American Embassy to the Australian Department of External Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 288

The Embassy of the United States of America presents its compliments to the Department of External Affairs and has the honor to refer to the initiation by the Government of the United States of America of a Transit Navigational Satellite Program designed to provide improved, world-wide, all-weather navigational facilities. The Government of the United States of America desires to enlist the cooperation of the Government of the Commonwealth of Australia in the development of the program.

It is proposed that this cooperation be carried out in accordance with the following principles and procedures:

1. The program shall be conducted in Australia by cooperating agencies of each Government. On the part of the Government of the United States the cooperating agency will be the Department of Defense. On the part of the Government of the Commonwealth of Australia, the cooperating agency will be the Department of Supply.

2. Facilities required in Australia for the program consist of a passive satellite tracking station to be established in the vicinity of Adelaide, South Australia, and such other facilities as may be determined from time to time by agreement between the two cooperating agencies.

3. The Government of the Commonwealth of Australia agrees to provide, on a basis to be mutually agreeable to the cooperating agencies, such land as may be required in connection with each facility. The Government of the United States undertakes to bear the cost of conducting the program in Australia, including the installation, operation, maintenance and support of each facility.

4. The cooperating agencies will discuss with a view to reaching agreement upon arrangements with respect to the duration of use of each facility and other details relating to the establishment of or operation of the facility.

5. Each cooperating agency shall provide to the other, from the data acquired through the operation of each facility, such reduced scientific data as the other agency may request for scientific studies it may wish to carry out. The results of all such studies shall be available to both agencies.

6. The cooperating agency of the Government of the Commonwealth of Australia may participate with the cooperating agency of the Government of the United States in the operation of each facility. In addition, each facility established may, unless otherwise agreed, be used for independent scientific activities of the Government of the Commonwealth of Australia, it being understood that such activities would be conducted so as not to conflict with the agreed schedules of operations and that any additional operating costs resulting from such independent activities would be borne by the Government of the Commonwealth of Australia.

7. The Government of the United States shall retain ownership of any movable property provided by the Government of the United States and it shall have the right of removing or disposing of such property at its own expense upon termination of the program or sooner, provided thirty days written notice is given to the Australian cooperating agency.

8. (A) The Government of the Commonwealth of Australia shall take the necessary steps to facilitate the admission into the territory of Australia of such United States personnel as may be assigned to visit or participate in the activities provided for in the program.

(B) The effects for personal and household use of United States personnel entering Australia for the purpose of carrying out the provisions of the program shall be permitted free entry in accordance with Australian customs law in effect at the date the goods are imported.

(C) (1) United States personnel sent to Australia by the United States cooperating agency for the purpose of carrying out the provisions of the program shall be free from Australian income tax in respect of: (a) remuneration for services rendered in Australia under the program; and (b) income derived from sources outside Australia while engaged in Australia under the program.

(2) Such personnel will also be free from Australian death and gift duties which, because of their presence in Australia under the program, may otherwise become payable in respect of property situated outside Australia as a result of the happening of any event while the person concerned is engaged in Australia under the program.

9. The Government of the Commonwealth of Australia shall take the necessary steps to facilitate the admission into and removal from the territory of Australia of all items of property provided by the Government of the United States or its contractor in connection with activities under the program. No duties, taxes, or other charges shall be imposed on such items by the Government of the Commonwealth of Australia or any instrumentalities thereof.

10. The above program of cooperation shall remain in effect during the pleasure of the two Governments and may be terminated by either Government upon six months notification to the other.

The Embassy would be pleased to know whether the foregoing proposals would be acceptable to the Australian Government. If they are so acceptable, the Embassy has the honor to propose that the present Note and the Department's confirmatory reply thereto should be deemed to constitute and evidence an agreement between the Australian and United States Governments in the matter.

WJS

EMBASSY OF THE UNITED STATES OF AMERICA,  
*Canberra, June 5, 1961.*

*The Australian Department of External Affairs to the American Embassy*

680/8/2/1/8

The Department of External 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. 238 of 5th June, 1961, reading as follows:

"The Embassy of the United States of America presents its compliments to the Department of External Affairs and has the honor to refer to the initiation by the Government of the United States of America of a Transit Navigational Satellite Program designed to provide improved, world-wide, all-weather navigational facilities. The Government of the United States of America desires to enlist the cooperation of the Government of the Commonwealth of Australia in the development of the program.

It is proposed that this cooperation be carried out in accordance with the following principles and procedures:

1. The program shall be conducted in Australia by cooperating agencies of each Government. On the part of the Government of the United States the cooperating agency will be the Department of Defense. On the part of the Government of the Commonwealth

of Australia, the cooperating agency will be the Department of Supply.

2. Facilities required in Australia for the program consist of a passive satellite tracking station to be established in the vicinity of Adelaide, South Australia, and such other facilities as may be determined from time to time by agreement between the two co-operating agencies.

3. The Government of the Commonwealth of Australia agrees to provide, on a basis to be mutually agreeable to the cooperating agencies, such land as may be required in connection with each facility. The Government of the United States undertakes to bear the cost of conducting the program in Australia, including the installation, operation, maintenance and support of each facility.

4. The cooperating agencies will discuss with a view to reaching agreement upon arrangements with respect to the duration of use of each facility and other details relating to the establishment of or operation of the facility.

5. Each cooperating agency shall provide to the other, from the data acquired through the operation of each facility, such reduced scientific data as the other agency may request for scientific studies it may wish to carry out. The results of all such studies shall be available to both agencies.

6. The cooperating agency of the Government of the Commonwealth of Australia may participate with the cooperating agency of the Government of the United States in the operation of each facility. In addition, each facility established may, unless otherwise agreed, be used for independent scientific activities of the Government of the Commonwealth of Australia, it being understood that such activities would be conducted so as not to conflict with the agreed schedules of operations and that any additional operating costs resulting from such independent activities would be borne by the Government of the Commonwealth of Australia.

7. The Government of the United States shall retain ownership of any movable property provided by the Government of the United States and it shall have the right of removing or disposing of such property at its own expense upon termination of the program or sooner, provided thirty days written notice is given to the Australian cooperating agency.

8. (A) The Government of the Commonwealth of Australia shall take the necessary steps to facilitate the admission into the territory of Australia of such United States personnel as may be assigned to visit or participate in the activities provided for in the program.

(B) The effects for personal and household use of United States personnel entering Australia for the purpose of carrying out the provisions of the program shall be permitted free entry in

accordance with Australian customs law in effect at the date the goods are imported.

(C) (1) United States personnel sent to Australia by the United States cooperating agency for the purpose of carrying out the provisions of the program shall be free from Australian income tax in respect of: (a) remuneration for services rendered in Australia under the program; and (b) income derived from sources outside Australia while engaged in Australia under the program.

(2) Such personnel will also be free from Australian death and gift duties which, because of their presence in Australia under the program, may otherwise become payable in respect of property situated outside Australia as a result of the happening of any event while the person concerned is engaged in Australia under the program.

9. The Government of the Commonwealth of Australia shall take the necessary steps to facilitate the admission into and removal from the territory of Australia of all items of property provided by the Government of the United States or its contractor in connection with activities under the program. No duties, taxes, or other charges shall be imposed on such items by the Government of the Commonwealth of Australia or any instrumentalities thereof.

10. The above program of cooperation shall remain in effect during the pleasure of the two Governments and may be terminated by either Government upon six months notification to the other.

The Embassy would be pleased to know whether the foregoing proposals would be acceptable to the Australian Government. If they are so acceptable, the Embassy has the honor to propose that the present Note and the Department's confirmatory reply thereto should be deemed to constitute and evidence an agreement between the Australian and United States Governments in the matter."

The Department has the honour to confirm that the proposals of the Government of the United States of America are acceptable to the Australian Government, which agrees that the Embassy's Note and this present reply should be deemed to constitute and evidence an agreement between the two Governments in the matter.



[SEAL]

CANBERRA. A.C.T.  
5th June, 1961.

# MULTILATERAL

## Antarctic Treaty

*Signed at Washington December 1, 1959;*  
*Ratification advised by the Senate of the United States of America*  
*August 10, 1960;*  
*Ratified by the President of the United States of America August 18,*  
*1960;*  
*Ratification of the United States of America deposited at Washington*  
*August 18, 1960;*  
*Proclaimed by the President of the United States of America*  
*June 23, 1961;*  
*Entered into force June 23, 1961.*

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### BY THE PRESIDENT OF THE UNITED STATES OF AMERICA A PROCLAMATION

WHEREAS the Antarctic Treaty was signed at Washington on December 1, 1959 by the respective plenipotentiaries of the United States of America, Argentina, Australia, Belgium, Chile, the French Republic, Japan, New Zealand, Norway, the Union of South Africa, the Union of Soviet Socialist Republics, and the United Kingdom of Great Britain and Northern Ireland;

WHEREAS the text of the said Treaty, in the English, French, Russian, and Spanish languages, is word for word as follows:

**THE ANTARCTIC TREATY**

The Governments of Argentina, Australia, Belgium, Chile, the French Republic, Japan, New Zealand, Norway, the Union of South Africa, the Union of Soviet Socialist Republics, the United Kingdom of Great Britain and Northern Ireland, and the United States of America,

Recognizing that it is in the interest of all mankind that Antarctica shall continue forever to be used exclusively for peaceful purposes and shall not become the scene or object of international discord;

Acknowledging the substantial contributions to scientific knowledge resulting from international cooperation in scientific investigation in Antarctica;

Convinced that the establishment of a firm foundation for the continuation and development of such cooperation on the basis of freedom of scientific investigation in Antarctica as applied during the International Geophysical Year accords with the interests of science and the progress of all mankind;

Convinced also that a treaty ensuring the use of Antarctica for peaceful purposes only and the continuance of international harmony in Antarctica will further the purposes and principles embodied in the Charter of the United Nations;[<sup>1</sup>]

Have agreed as follows:

**ARTICLE I**

1. Antarctica shall be used for peaceful purposes only. There shall be prohibited, *inter alia*, any measures of a military nature, such as the establishment of military bases and fortifications, the carrying out of military maneuvers, as well as the testing of any type of weapons.

2. The present Treaty shall not prevent the use of military personnel or equipment for scientific research or for any other peaceful purpose.

**ARTICLE II**

Freedom of scientific investigation in Antarctica and cooperation toward that end, as applied during the International Geophysical Year, shall continue, subject to the provisions of the present Treaty.

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<sup>1</sup> TS 993; 59 Stat. 1031.

### ARTICLE III

1. In order to promote international cooperation in scientific investigation in Antarctica, as provided for in Article II of the present Treaty, the Contracting Parties agree that, to the greatest extent feasible and practicable:

- (a) information regarding plans for scientific programs in Antarctica shall be exchanged to permit maximum economy and efficiency of operations;
- (b) scientific personnel shall be exchanged in Antarctica between expeditions and stations;
- (c) scientific observations and results from Antarctica shall be exchanged and made freely available.

2. In implementing this Article, every encouragement shall be given to the establishment of cooperative working relations with those Specialized Agencies of the United Nations and other international organizations having a scientific or technical interest in Antarctica.

### ARTICLE IV

1. Nothing contained in the present Treaty shall be interpreted as:

- (a) a renunciation by any Contracting Party of previously asserted rights of or claims to territorial sovereignty in Antarctica;
- (b) a renunciation or diminution by any Contracting Party of any basis of claim to territorial sovereignty in Antarctica which it may have whether as a result of its activities or those of its nationals in Antarctica, or otherwise;
- (c) prejudicing the position of any Contracting Party as regards its recognition or non-recognition of any other State's right of or claim or basis of claim to territorial sovereignty in Antarctica.

2. No acts or activities taking place while the present Treaty is in force shall constitute a basis for asserting, supporting or denying a claim to territorial sovereignty in Antarctica or create any rights of sovereignty in Antarctica. No new claim, or enlargement of an existing claim, to territorial sovereignty in Antarctica shall be asserted while the present Treaty is in force.

### ARTICLE V

1. Any nuclear explosions in Antarctica and the disposal there of radioactive waste material shall be prohibited.

2. In the event of the conclusion of international agreements concerning the use of nuclear energy, including nuclear explosions and the disposal of radioactive waste material, to which all of the Contracting Parties whose representatives are entitled to participate in the meetings provided for under Article IX are parties, the rules established under such agreements shall apply in Antarctica.

#### ARTICLE VI

The provisions of the present Treaty shall apply to the area south of 60° South Latitude, including all ice shelves, but nothing in the present Treaty shall prejudice or in any way affect the rights, or the exercise of the rights, of any State under international law with regard to the high seas within that area.

#### ARTICLE VII

1. In order to promote the objectives and ensure the observance of the provisions of the present Treaty, each Contracting Party whose representatives are entitled to participate in the meetings referred to in Article IX of the Treaty shall have the right to designate observers to carry out any inspection provided for by the present Article. Observers shall be nationals of the Contracting Parties which designate them. The names of observers shall be communicated to every other Contracting Party having the right to designate observers, and like notice shall be given of the termination of their appointment.

2. Each observer designated in accordance with the provisions of paragraph 1 of this Article shall have complete freedom of access at any time to any or all areas of Antarctica.

3. All areas of Antarctica, including all stations, installations and equipment within those areas, and all ships and aircraft at points of discharging or embarking cargoes or personnel in Antarctica, shall be open at all times to inspection by any observers designated in accordance with paragraph 1 of this Article.

4. Aerial observation may be carried out at any time over any or all areas of Antarctica by any of the Contracting Parties having the right to designate observers.

5. Each Contracting Party shall, at the time when the present Treaty enters into force for it, inform the other Contracting Parties, and thereafter shall give them notice in advance, of

(a) all expeditions to and within Antarctica, on the part of its ships or nationals, and all expeditions to Antarctica organized in or proceeding from its territory;

(b) all stations in Antarctica occupied by its nationals; and

(c) any military personnel or equipment intended to be introduced by it into Antarctica subject to the conditions prescribed in paragraph 2 of Article I of the present Treaty.

#### ARTICLE VIII

1. In order to facilitate the exercise of their functions under the present Treaty, and without prejudice to the respective positions of the Contracting Parties relating to jurisdiction over all other persons in Antarctica, observers designated under paragraph 1 of Article VII and scientific personnel exchanged under subparagraph 1(b) of Article III of the Treaty, and members of the staffs accompanying any such persons, shall be subject only to the jurisdiction of the Contracting

Party of which they are nationals in respect of all acts or omissions occurring while they are in Antarctica for the purpose of exercising their functions.

2. Without prejudice to the provisions of paragraph 1 of this Article, and pending the adoption of measures in pursuance of subparagraph 1(e) of Article IX, the Contracting Parties concerned in any case of dispute with regard to the exercise of jurisdiction in Antarctica shall immediately consult together with a view to reaching a mutually acceptable solution.

#### ARTICLE IX

1. Representatives of the Contracting Parties named in the preamble to the present Treaty shall meet at the City of Canberra within two months after the date of entry into force of the Treaty, and thereafter at suitable intervals and places, for the purpose of exchanging information, consulting together on matters of common interest pertaining to Antarctica, and formulating and considering, and recommending to their Governments, measures in furtherance of the principles and objectives of the Treaty, including measures regarding:

- (a) use of Antarctica for peaceful purposes only;
- (b) facilitation of scientific research in Antarctica;
- (c) facilitation of international scientific cooperation in Antarctica;
- (d) facilitation of the exercise of the rights of inspection provided for in Article VII of the Treaty;
- (e) questions relating to the exercise of jurisdiction in Antarctica;
- (f) preservation and conservation of living resources in Antarctica.

2. Each Contracting Party which has become a party to the present Treaty by accession under Article XIII shall be entitled to appoint representatives to participate in the meetings referred to in paragraph 1 of the present Article, during such time as that Contracting Party demonstrates its interest in Antarctica by conducting substantial scientific research activity there, such as the establishment of a scientific station or the despatch of a scientific expedition.

3. Reports from the observers referred to in Article VII of the present Treaty shall be transmitted to the representatives of the Contracting Parties participating in the meetings referred to in paragraph 1 of the present Article.

4. The measures referred to in paragraph 1 of this Article shall become effective when approved by all the Contracting Parties whose representatives were entitled to participate in the meetings held to consider those measures.

5. Any or all of the rights established in the present Treaty may be exercised as from the date of entry into force of the Treaty

whether or not any measures facilitating the exercise of such rights have been proposed, considered or approved as provided in this Article.

#### ARTICLE X

Each of the Contracting Parties undertakes to exert appropriate efforts, consistent with the Charter of the United Nations, to the end that no one engages in any activity in Antarctica contrary to the principles or purposes of the present Treaty.

#### ARTICLE XI

1. If any dispute arises between two or more of the Contracting Parties concerning the interpretation or application of the present Treaty, those Contracting Parties shall consult among themselves with a view to having the dispute resolved by negotiation, inquiry, mediation, conciliation, arbitration, judicial settlement or other peaceful means of their own choice.

2. Any dispute of this character not so resolved shall, with the consent, in each case, of all parties to the dispute, be referred to the International Court of Justice for settlement; but failure to reach agreement on reference to the International Court shall not absolve parties to the dispute from the responsibility of continuing to seek to resolve it by any of the various peaceful means referred to in paragraph 1 of this Article.

#### ARTICLE XII

1. (a) The present Treaty may be modified or amended at any time by unanimous agreement of the Contracting Parties whose representatives are entitled to participate in the meetings provided for under Article IX. Any such modification or amendment shall enter into force when the depositary Government has received notice from all such Contracting Parties that they have ratified it.

(b) Such modification or amendment shall thereafter enter into force as to any other Contracting Party when notice of ratification by it has been received by the depositary Government. Any such Contracting Party from which no notice of ratification is received within a period of two years from the date of entry into force of the modification or amendment in accordance with the provisions of subparagraph 1(a) of this Article shall be deemed to have withdrawn from the present Treaty on the date of the expiration of such period.

2. (a) If after the expiration of thirty years from the date of entry into force of the present Treaty, any of the Contracting Parties whose representatives are entitled to participate in the meetings provided for under Article IX so requests by a communication addressed to the depositary Government, a Conference of all the Contracting Parties shall be held as soon as practicable to review the operation of the Treaty.

(b) Any modification or amendment to the present Treaty which is approved at such a Conference by a majority of the Contracting Parties there represented, including a majority of those whose representatives are entitled to participate in the meetings provided for under Article IX, shall be communicated by the depositary Government to all the Contracting Parties immediately after the termination of the Conference and shall enter into force in accordance with the provisions of paragraph 1 of the present Article.

(c) If any such modification or amendment has not entered into force in accordance with the provisions of subparagraph 1(a) of this Article within a period of two years after the date of its communication to all the Contracting Parties, any Contracting Party may at any time after the expiration of that period give notice to the depositary Government of its withdrawal from the present Treaty; and such withdrawal shall take effect two years after the receipt of the notice by the depositary Government.

### ARTICLE XIII

1. The present Treaty shall be subject to ratification by the signatory States. It shall be open for accession by any State which is a Member of the United Nations, or by any other State which may be invited to accede to the Treaty with the consent of all the Contracting Parties whose representatives are entitled to participate in the meetings provided for under Article IX of the Treaty.

2. Ratification of or accession to the present Treaty shall be effected by each State in accordance with its constitutional processes.

3. Instruments of ratification and instruments of accession shall be deposited with the Government of the United States of America, hereby designated as the depositary Government.

4. The depositary Government shall inform all signatory and acceding States of the date of each deposit of an instrument of ratification or accession, and the date of entry into force of the Treaty and of any modification or amendment thereto.

5. Upon the deposit of instruments of ratification by all the signatory States, the present Treaty shall enter into force for those States and for States which have deposited instruments of accession. Thereafter the Treaty shall enter into force for any acceding State upon the deposit of its instrument of accession.

6. The present Treaty shall be registered by the depositary Government pursuant to Article 102 of the Charter of the United Nations.

### ARTICLE XIV

The present Treaty, done in the English, French, Russian and Spanish languages, each version being equally authentic, shall be deposited in the archives of the Government of the United States of America, which shall transmit duly certified copies thereof to the Governments of the signatory and acceding States.

**TRAITE SUR L'ANTARCTIQUE**

Les Gouvernements de l'Argentine, de l'Australie, de la Belgique, du Chili, de la République Française, du Japon, de la Nouvelle-Zélande, de la Norvège, de L'Union Sud-Africaine, de l'Union des Républiques Socialistes Soviétiques, du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord, et des Etats-Unis d'Amérique,

Reconnaissant qu'il est de l'intérêt de l'humanité tout entière que l'Antarctique soit à jamais réservée aux seules activités pacifiques et ne devienne ni le théâtre ni l'enjeu de différends internationaux;

Appréciant l'ampleur des progrès réalisés par la science grâce à la coopération internationale en matière de recherche scientifique dans l'Antarctique;

Persuadés qu'il est conforme aux intérêts de la science et au progrès de l'humanité d'établir une construction solide permettant de poursuivre et de développer cette coopération en la fondant sur la liberté de la recherche scientifique dans l'Antarctique telle qu'elle a été pratiquée pendant l'Année Géophysique Internationale;

Persuadés qu'un Traité réservant l'Antarctique aux seules activités pacifiques et maintenant dans cette région l'harmonie internationale, servira les intentions et les principes de la Charte des Nations Unies;

Sont convenus de ce qui suit :

**ARTICLE I**

1. Seules les activités pacifiques sont autorisées dans l'Antarctique. Sont interdites, entre autres, toutes mesures de caractère militaire telles que l'établissement de bases, la construction de fortifications, les manœuvres, ainsi que les essais d'armes de toutes sortes.

2. Le présent Traité ne s'oppose pas à l'emploi de personnel ou de matériel militaires pour la recherche scientifique ou pour toute autre fin pacifique.

**ARTICLE II**

La liberté de la recherche scientifique dans l'Antarctique et la coopération à cette fin, telles qu'elles ont été pratiquées durant l'Année Géophysique Internationale, se poursuivront conformément aux dispositions du présent Traité.

**ARTICLE III**

1. En vue de renforcer dans l'Antarctique la coopération internationale en matière de recherche scientifique, comme il est prévu à l'Article II du présent Traité, les Parties Contractantes conviennent de procéder, dans toute la mesure du possible :

(a) à l'échange de renseignements relatifs aux programmes scientifiques dans l'Antarctique, afin d'assurer au maximum l'économie des moyens et le rendement des opérations;

(b) à des échanges de personnel scientifique entre expéditions et stations dans cette région;

(c) à l'échange des observations et des résultats scientifiques obtenus dans l'Antarctique qui seront rendus librement disponibles.

2. Dans l'application de ces dispositions, la coopération dans les relations de travail avec les Institutions Spécialisées des Nations Unies et les autres organisations internationales pour lesquelles l'Antarctique offre un intérêt scientifique ou technique, sera encouragée par tous les moyens.

#### ARTICLE IV

1. Aucune disposition du présent Traité ne peut être interprétée :

(a) comme constituant, de la part d'aucune des Parties Contractantes, une renonciation à ses droits de souveraineté territoriale, ou aux revendications territoriales, précédemment affirmés par elle dans l'Antarctique;

(b) comme un abandon total ou partiel, de la part d'aucune des Parties Contractantes, d'une base de revendication de souveraineté territoriale dans l'Antarctique, qui pourrait résulter de ses propres activités ou de celles de ses ressortissants dans l'Antarctique, ou de toute autre cause;

(c) comme portant atteinte à la position de chaque Partie Contractante en ce qui concerne la reconnaissance ou la non reconnaissance par cette Partie, du droit de souveraineté, d'une revendication ou d'une base de revendication de souveraineté territoriale de tout autre Etat, dans l'Antarctique.

2. Aucun acte ou activité intervenant pendant la durée du présent Traité ne constituera une base permettant de faire valoir, de soutenir ou de contester une, revendication de souveraineté territoriale dans l'Antarctique, ni ne créera des droits de souveraineté dans cette région. Aucune revendication nouvelle, ni aucune extension d'une revendication de souveraineté territoriale précédemment affirmée, ne devra être présentée pendant la durée du présent Traité.

#### ARTICLE V

1. Toute explosion nucléaire dans l'Antarctique est interdite, ainsi que l'élimination dans cette région de déchets radioactifs.

2. Au cas où seraient conclus des accords internationaux, auxquels participeraient toutes les Parties Contractantes dont les représentants sont habilités à participer aux réunions prévues à l'Article IX, concernant l'utilisation de l'énergie nucléaire y compris les explosions nucléaires et l'élimination de déchets radioactifs, les règles établies par de tels accords seront appliquées dans l'Antarctique.

#### ARTICLE VI

Les dispositions du présent Traité s'appliquent à la région située au sud du 60ème degré de latitude Sud, y compris toutes les plates-formes glaciaires; mais rien dans le présent Traité ne pourra porter préjudice ou porter atteinte en aucune façon aux droits ou à l'exercice des droits reconnus à tout Etat par le droit international en ce qui concerne les parties de haute mer se trouvant dans la région ainsi délimitée.

#### ARTICLE VII

1. En vue d'atteindre les objectifs du présent Traité et d'en faire respecter les dispositions, chacune des Parties Contractantes dont les représentants sont habilités à participer aux réunions mentionnées à l'Article IX de ce Traité, a le droit de désigner des observateurs chargés d'effectuer toute inspection prévue au présent Article. Ces observateurs seront choisis parmi les ressortissants de la Partie Contractante qui les désigne. Leurs noms seront communiqués à chacune des autres Parties Contractantes habilitées à désigner des observateurs; la cessation de leurs fonctions fera l'objet d'une notification analogue.

2. Les observateurs désignés conformément aux dispositions du paragraphe 1 du présent Article auront complète liberté d'accès à tout moment à l'une ou à toutes les régions de l'Antarctique.

3. Toutes les régions de l'Antarctique, toutes les stations et installations, tout le matériel s'y trouvant, ainsi que tous les navires et aéronefs aux points de débarquement et d'embarquement de fret ou de personnel dans l'Antarctique, seront accessibles à tout moment à l'inspection de tous observateurs désignés conformément aux dispositions du paragraphe 1 du présent Article.

4. Chacune des Parties Contractantes habilitées à désigner des observateurs peut effectuer à tout moment l'inspection aérienne de l'une ou de toutes les régions de l'Antarctique.

5. Chacune des Parties Contractantes doit, au moment de l'entrée en vigueur du présent Traité en ce qui la concerne, informer les autres Parties Contractantes et par la suite leur donner notification préalable:

(a) de toutes les expéditions se dirigeant vers l'Antarctique ou s'y déplaçant, effectuées à l'aide de ses navires ou par ses ressortissants, de toutes celles qui seront organisées sur son territoire ou qui en partiront;

(b) de l'existence de toutes stations occupées dans l'Antarctique par ses ressortissants;

(c) de son intention de faire pénétrer dans l'Antarctique, conformément aux dispositions du paragraphe 2 de l'Article 1 du présent Traité, du personnel ou du matériel militaires quels qu'ils soient.

#### ARTICLE VIII

1. Afin de faciliter l'exercice des fonctions qui leur sont dévolues par le présent Traité et sans préjudice des positions respectives prises

par les Parties Contractantes en ce qui concerne la juridiction sur toutes les autres personnes dans l'Antarctique, les observateurs désignés conformément aux dispositions du paragraphe 1 de l'Article VII et le personnel scientifique faisant l'objet d'un échange aux termes de l'alinéa 1(b) de l'Article III du Traité ainsi que les personnes qui leur sont attachées et qui les accompagnent, n'auront à répondre que devant la juridiction de la Partie Contractante dont ils sont ressortissants, en ce qui concerne tous actes ou omissions durant le séjour qu'ils effectueront dans l'Antarctique pour y remplir leurs fonctions.

2. Sans préjudice des dispositions du paragraphe 1 du présent Article et en attendant l'adoption des mesures prévues à l'alinéa 1(e) de l'Article IX, les Parties Contractantes se trouvant parties à tout différend relatif à l'exercice de la juridiction dans l'Antarctique devront se consulter immédiatement en vue de parvenir à une solution acceptable de part et d'autre.

#### ARTICLE IX

1. Les représentants des Parties Contractantes qui sont mentionnées au préambule du présent Traité se réuniront à Canberra dans les deux mois suivant son entrée en vigueur et, par la suite, à des intervalles et en des lieux appropriés, en vue d'échanger des informations, de se consulter sur des questions d'intérêt commun concernant l'Antarctique, d'étudier, formuler et recommander à leurs Gouvernements des mesures destinées à assurer le respect des principes et la poursuite des objectifs du présent Traité, et notamment des mesures :

- (a) se rapportant à l'utilisation de l'Antarctique à des fins exclusivement pacifiques;
- (b) facilitant la recherche scientifique dans l'Antarctique;
- (c) facilitant la coopération scientifique internationale dans cette région;
- (d) facilitant l'exercice des droits d'inspection prévus à l'Article VII du présent Traité;
- (e) relatives à des questions concernant l'exercice de la juridiction dans l'Antarctique;
- (f) relatives à la protection et à la conservation de la faune et de la flore dans l'Antarctique.

2. Toute Partie Contractante ayant adhéré au présent Traité conformément aux dispositions de l'Article XIII a le droit de nommer des représentants qui participeront aux réunions mentionnées au paragraphe 1 du présent Article, aussi longtemps qu'elle démontre l'intérêt qu'elle porte à l'Antarctique en y menant des activités substantielles de recherche scientifique telles que l'établissement d'une station ou l'envoi d'une expédition.

3. Les rapports des observateurs mentionnés à l'Article VII du présent Traité seront transmis aux représentants des Parties Contractantes qui participent aux réunions mentionnées au paragraphe 1 du présent Article.

4. Les mesures prévues au paragraphe 1 du présent Article prendront effet dès leur approbation par toutes les Parties Contractantes dont les représentants étaient habilités à participer aux réunions tenues pour l'examen desdites mesures.

5. L'un quelconque ou tous les droits établis par le présent Traité peuvent être exercés dès son entrée en vigueur, qu'il y ait eu ou non, comme il est prévu au présent Article, examen, proposition ou approbation de mesures facilitant l'exercice de ces droits.

#### ARTICLE X

Chacune des Parties Contractantes s'engage à prendre des mesures appropriées, compatibles avec la Charte des Nations Unies, en vue d'empêcher que personne n'entreprene dans l'Antarctique aucune activité contraire aux principes ou aux intentions du présent Traité.

#### ARTICLE XI

1. En cas de différend entre deux ou plusieurs des Parties Contractantes en ce qui concerne l'interprétation ou l'application du présent Traité, ces Parties Contractantes se consulteront en vue de régler ce différend par voie de négociation, enquête, médiation, conciliation, arbitrage, règlement judiciaire ou par tout autre moyen pacifique de leur choix.

2. Tout différend de cette nature qui n'aura pu être ainsi réglé, devra être porté, avec l'assentiment dans chaque cas de toutes les parties en cause, devant la Cour Internationale de Justice en vue de règlement; cependant l'impossibilité de parvenir à un accord sur un tel recours ne dispensera aucunement les parties en cause de l'obligation de continuer à rechercher la solution du différend par tous les modes de règlement pacifique mentionnés au paragraphe 1 du présent Article.

#### ARTICLE XII

1. (a) Le présent Traité peut être modifié ou amendé à tout moment par accord unanime entre les Parties Contractantes dont les représentants sont habilités à participer aux réunions prévues à l'Article IX. Une telle modification ou un tel amendement entrera en vigueur lorsque le Gouvernement dépositaire aura reçu de toutes ces Parties Contractantes avis de leur ratification.

(b) Par la suite une telle modification ou un tel amendement entrera en vigueur à l'égard de toute autre Partie Contractante lorsqu'un avis de ratification émanant de celle-ci aura été reçu par le Gouvernement dépositaire. Chacune de ces Parties Contractantes dont l'avis de ratification n'aura pas été reçu dans les deux ans suivant l'entrée en vigueur de la modification ou de l'amendement conformément aux dispositions de l'alinéa 1(a) du présent Article, sera considérée comme ayant cessé d'être partie au présent Traité à l'expiration de ce délai.

2. (a) Si à l'expiration d'une période de trente ans à dater de l'entrée en vigueur du présent Traité, une des Parties Contractantes dont les représentants sont habilités à participer aux réunions prévues à l'Article IX, en fait la demande par une communication adressée au Gouvernement dépositaire, une Conférence de toutes les Parties Contractantes sera réunie aussitôt que possible, en vue de revoir le fonctionnement du Traité.

(b) Toute modification ou tout amendement au présent Traité, approuvé à l'occasion d'une telle Conférence par la majorité des Parties Contractantes qui y seront représentées, y compris la majorité des Parties Contractantes dont les représentants sont habilités à participer aux réunions prévues à l'Article IX, sera communiqué à toutes les Parties Contractantes par le Gouvernement dépositaire dès la fin de la Conférence, et entrera en vigueur conformément aux dispositions du paragraphe 1 du présent Article.

(c) Si une telle modification ou un tel amendement n'est pas entré en vigueur, conformément aux dispositions de l'alinéa 1(a) du présent Article, dans un délai de deux ans à compter de la date à laquelle toutes les Parties Contractantes en auront reçu communication, toute Partie Contractante peut, à tout moment après l'expiration de ce délai, notifier au Gouvernement dépositaire qu'elle cesse d'être partie au présent Traité; ce retrait prendra effet deux ans après la réception de cette notification par le Gouvernement dépositaire.

### ARTICLE XIII

1. Le présent Traité sera soumis à la ratification des Etats signataires. Il restera ouvert à l'adhésion de tout Etat membre des Nations Unies, ou de tout autre Etat qui pourrait être invité à adhérer au Traité avec le consentement de toutes les Parties Contractantes dont les représentants sont habilités à participer aux réunions mentionnées à l'Article IX du Traité.

2. La ratification du présent Traité ou l'adhésion à celui-ci sera effectuée par chaque Etat conformément à sa procédure constitutionnelle.

3. Les instruments de ratification et les instruments d'adhésion seront déposés près le Gouvernement des Etats-Unis d'Amérique, qui sera le Gouvernement dépositaire.

4. Le Gouvernement dépositaire avisera tous les Etats signataires et adhérents de la date de dépôt de chaque instrument de ratification ou d'adhésion ainsi que de la date d'entrée en vigueur du Traité et de toute modification ou de tout amendement qui y serait apporté.

5. Lorsque tous les Etats signataires auront déposé leurs instruments de ratification, le présent Traité entrera en vigueur pour ces Etats et pour ceux des Etats qui auront déposé leurs instruments d'adhésion. Par la suite, le Traité entrera en vigueur, pour tout Etat adhérent, à la date du dépôt de son instrument d'adhésion.

6. Le présent Traité sera enregistré par le Gouvernement dépositaire conformément aux dispositions de l'Article 102 de la Charte des Nations Unies.

**ARTICLE XIV**

Le présent Traité, rédigé dans les langues anglaise, française, russe et espagnole, chaque version faisant également foi, sera déposé aux archives du Gouvernement des Etats-Unis d'Amérique qui en transmettra des copies certifiées conformes aux Gouvernements des Etats signataires ou adhérents.

## ДОГОВОР ОБ АНТАРКТИКЕ

Правительства Аргентины, Австралии, Бельгии, Чили, Французской Республики, Японии, Новой Зеландии, Норвегии, Южно-Африканского Союза, Союза Советских Социалистических Республик, Соединенного Королевства Великобритании и Северной Ирландии и Соединенных Штатов Америки,

Сознавая, что в интересах всего человечества Антарктика должна и впредь всегда использоваться исключительно в мирных целях и не должна стать ареной или предметом международных разногласий;

Признавая существенный вклад, внесенный в научные познания благодаря международному сотрудничеству в научных исследованиях в Антарктике;

Убежденные в том, что установление прочного фундамента для продолжения и развития такого сотрудничества на основе свободы научных исследований в Антарктике, как оно осуществлялось в течение Международного геофизического года, отвечает интересам науки и прогресса всего человечества;

Убежденные также в том, что договор, обеспечивающий использование Антарктики только в мирных целях и продолжение международного согласия в Антарктике, будет содействовать осуществлению целей и принципов Устава Организации Объединенных Наций;

Согласились о нижеследующем:

**СТАТЬЯ I**

1. Антарктика используется только в мирных целях. Запрещаются, в частности, любые мероприятия военного характера, такие как создание военных баз и укреплений, проведение военных маневров, а также испытания любых видов оружия.

2. Настоящий Договор не препятствует использованию военного персонала или оснащения для научных исследований или для любых других мирных целей.

**СТАТЬЯ II**

Свобода научных исследований в Антарктике и сотрудничество в этих целях, как они применялись в течение Международного геофизического года, будут продолжаться в соответствии с положениями настоящего Договора.

**СТАТЬЯ III**

1. Для содействия международному сотрудничеству в научных исследованиях в Антарктике, как это предусмотрено в Статье II настоящего Договора, Договаривающиеся Стороны соглашаются, что в максимально возможной и практически осуществимой степени:

- a) производится обмен информацией относительно планов научных работ в Антарктике с тем, чтобы обеспечить максимальную экономию средств и эффективность работ;
- b) производится обмен научным персоналом в Антарктике между экспедициями и станциями;
- c) производится обмен данными и результатами научных наблюдений в Антарктике и обеспечивается свободный доступ к ним.

2. При выполнении настоящей Статьи всячески поощряется установление отношений делового сотрудничества с теми специализированными учреждениями Организации Объединенных Наций и другими международными организациями, для которых Антарктика представляет интерес в научном или техническом отношении.

#### СТАТЬЯ IV

I. Ничто содержащееся в настоящем Договоре не должно толковаться как:

- a) отказ любой из Договаривающихся Сторон от ранее заявленных прав или претензий на территориальный суверенитет в Антарктике;
- b) отказ любой из Договаривающихся Сторон от любой основы для претензии на территориальный суверенитет в Антарктике или сокращение этой основы, которую она может иметь в результате ее деятельности или деятельности ее граждан в Антарктике или по другим причинам;
- c) наносящее ущерб позиции любой из Договаривающихся Сторон в отношении признания или непризнания ею права или претензии, или основы для претензии любого другого государства на территориальный суверенитет в Антарктике.

2. Никакие действия или деятельность, имеющие место пока настоящий Договор находится в силе, не образуют основы для заявления, поддержания или отрицания какой-либо претензии на территориальный суверенитет в Антарктике и не создают никаких прав суверенитета в Антарктике. Никакая новая претензия или расширение существующей претензии на территориальный суверенитет в Антарктике не заявляются пока настоящий Договор находится в силе.

## СТАТЬЯ V

1. Люые ядерные взрывы в Антарктике и удаление в этом районе радиоактивных материалов запрещаются.

2. В случае заключения международных соглашений, в которых будут участвовать все Договаривающиеся Стороны, представители которых имеют право участвовать в совещаниях, предусмотренных Статьей IX, относительно использования ядерной энергии, включая ядерные взрывы и удаление радиоактивных отходов, в Антарктике будут применяться правила, установленные такими соглашениями.

## СТАТЬЯ VI

Положения настоящего Договора применяются к району южнее 60 параллели южной широты, включая все шельфовые ледники, но ничто в настоящем Договоре не ущемляет и никоим образом не затрагивает прав любого государства или осуществления этих прав, признанных международным правом в отношении открытого моря, в пределах этого района.

## СТАТЬЯ VII

1. Для содействия достижению целей и для обеспечения соблюдения положений настоящего Договора каждая Договаривающаяся Сторона, представители которой имеют право участвовать в совещаниях, предусмотренных в Статье IX настоящего Договора, имеет право назначать наблюдателей для проведения любой инспекции, предусмотренной настоящей Статьей. Наблюдатели должны быть гражданами тех Договаривающихся Сторон, которые их назначают. Фамилии наблюдателей сообщаются каждой из Договаривающихся Сторон, имеющей право назначать наблюдателей; подобное сообщение делается и об окончании срока их назначения.

2. Каждый наблюдатель, назначенный в соответствии с положениями пункта I настоящей Статьи, имеет полную свободу доступа в любое время в любой или все районы Антарктики.

3. Все районы Антарктики, включая все станции, установки и оборудование в этих районах, а также все морские и воздушные суда в пунктах разгрузки и погрузки груза или персонала в Антарктике всегда открыты для инспекции любыми наблюдателями, назначенными в соответствии с положениями пункта I настоящей Статьи.

4. Наблюдение с воздуха может произвольться в любое время над любым или всеми районами Антарктики каждой Договаривающейся Стороной, имеющей право назначать наблюдателей.

5. Каждая из Договаривающихся Сторон по вступлении для нее в силу настоящего Договора информирует другие Договаривающиеся Стороны и в дальнейшем уведомляет их заблаговременно:

а) о всех экспедициях в Антарктику или в пределах Антарктики, совершаемых ее судами или гражданами, и всех

экспедициях в Антарктику, организуемых на ее территории или направляющихся с ее территории;

б) о всех станциях в Антарктике, занимаемых ее гражданами;

с) о любом военном персонале или юнитах, пред назначенном для направления ею в Антарктику с соблюдением условий, предусмотренных в пункте 2 Статьи I настоящего Договора.

#### СТАТЬЯ VIII

1. Для содействия осуществлению ими своих функций на основании настоящего Договора и без ущерба для соответствующей позиции каждой Договаривающейся Стороны относительно юрисдикции над всеми другими лицами в Антарктике, наблюдатели, назначенные в соответствии с положениями пункта I Статьи VII, и научный персонал, которым обмениваются согласно подпункту I (б) Статьи III Договора, а также персонал, сопровождающий любых таких лиц, находятся под юрисдикцией только той Договаривающейся Стороны, гражданами которой они являются, в отношении всех действий или упражнений, имеющих место во время их пребывания в Антарктике для выполнения своих функций.

2. Без ущерба для положений пункта I настоящей Статьи и до принятия мер в соответствии с положениями подпункта I (е) Статьи IX заинтересованные Договаривающиеся Стороны в любом случае спора относительно осуществления юрисдикции в Антарктике немедленно консультируются между собой с целью достижения взаимо приемлемого решения.

## СТАТЬЯ IX

1. Представители Договаривающихся Сторон, упомянутых в преамбуле настоящего Договора, соберутся в городе Канберре не позднее, чем через два месяца по вступлении в силу настоящего Договора, и будут собираться впоследствии через промежутки времени и в местах, которые будут ими определены, с целью обмена информацией, взаимных консультаций по вопросам Антарктики, представляющим общий интерес, а также разработки, рассмотрения и рекомендации своим правительствам мер, содействующих осуществлению принципов и целей настоящего Договора, включая меры относительно:

- a) использования Антарктики только в мирных целях;
- b) содействия научным исследованиям в Антарктике;
- c) содействия международному научному сотрудничеству в Антарктике;
- d) содействия осуществлению прав инспекции, предусмотренных в Статье VII настоящего Договора;
- e) вопросов, касающихся осуществления юрисдикции в Антарктике;
- f) охраны и сохранения живых ресурсов в Антарктике.

2. Каждая Договаривающаяся Сторона, которая стала участником настоящего Договора путем присоединения в соответствии с положениями Статьи XIII, имеет право назначать представителей для участия в совещаниях, упомянутых в пункте I настоящей Статьи, в течение того времени, пока эта Договаривающаяся Сторона проявляет свою заинтересованность в Антарктике проведением там существенной научно-исследовательской деятельности, такой как создание научной станции или посылка научной экспедиции.

3. Доклады наблюдателей, упомянутых в Статье VII настоящего Договора, направляются представителям Договаривающихся Сторон, участвующим в совещаниях, упомянутых в пункте I настоящей Статьи.

4. Меры, упомянутые в пункте I настоящей Статьи, вступают в силу по утверждении их всеми Договаривающимися Сторонами, представители которых имели право участвовать в совещаниях, созванных для рассмотрения этих мер.

5. Любое или все права, установленные в настоящем Договоре, могут осуществляться со дня вступления в силу Договора независимо от того, были или не были какие-либо меры, содействующие осуществлению таких прав, предложены, рассмотрены или одобрены, как это предусмотрено в настоящей Статье.

#### СТАТЬЯ X

Каждая из Договаривающихся Сторон обязуется прилагать соответствующие усилия, совместимые с Уставом Организации Объединенных Наций, с тем, чтобы в Антарктике не проводилось какой-либо деятельности, противоречащей принципам или целям настоящего Договора.

#### СТАТЬЯ XI

I. В случае возникновения какого-либо спора между двумя или несколькими Договаривающимися Сторонами относительно толкования или применения настоящего Договора, эти Договаривающиеся Стороны консультируются между собой с целью разрешения спора путем переговоров, расследования, посредничества, примирения, арбитража, судебного разбирательства или другими мирными средствами по их собственному выбору.

2. Любой спор такого рода, который не будет разрешен указанным путем, передается, с согласия в каждом случае всех сторон, участвующих в споре, на разрешение в Международный Суд; однако, если не будет достигнута договоренность о передаче спора в Международный Суд, стороны, участвующие в споре, не освобождаются от обязанности продолжать поиски его разрешения любым из различных мирных средств, указанных в пункте I настоящей Статьи.

#### СТАТЬЯ XII

I. а) Настоящий Договор может быть изменен или в него может быть внесена поправка в любое время по согласию всех Договаривающихся Сторон, представители которых имеют право участвовать в совещаниях, предусмотренных Статьей IX. Любое такое изменение или любая такая поправка вступает в силу по получении правительством-депозитарием от всех таких Договаривающихся Сторон уведомления о ратификации.

б) Такое изменение или такая поправка затем вступает в силу в отношении любой другой Договаривающейся Стороны по получении от нее правительством-депозитарием уведомления о ратификации. Любая такая Договаривающаяся Сторона, от которой не получено уведомление о ратификации в течение двух лет со дня вступления в силу изменения или поправки в соответствии с положениями подпункта I (а) настоящей Статьи, рассматривается как вышедшая из Договора в день истечения этого срока.

2. а) Если по истечении тридцати лет со дня вступления в силу настоящего Договора любая из Договаривающихся Сторон, представители которой имеют право участвовать в совещаниях, преду-

смогутенных Статьей IX, того потребует путем обращения, направленного правительству-депозитарию, то будет созвана так скоро, как это практически осуществимо, конференция всех Договаривающихся Сторон для рассмотрения вопроса о том, как действует Договор.

b) Любое изменение настоящего Договора или любая поправка к нему, которые одобрены на указанной конференции большинством представленных на ней Договаривающихся Сторон, включая большинство тех Сторон, представители которых имеют право участвовать в совещаниях, предусмотренных Статьей IX, доводятся правительством-депозитарием до сведения всех Договаривающихся Сторон немедленно по окончании конференции и вступают в силу в соответствии с положениями пункта I настоящей Статьи.

c) Если любое такое изменение или любая такая поправка не вступит в силу в соответствии с положениями подпункта I (a) настоящей Статьи в течение двух лет со дня уведомления всех Договаривающихся Сторон, любая Договаривающаяся Сторона может в любое время по истечении этого срока уведомить правительство-депозитария о своем выходе из настоящего Договора; такой выход из Договора приобретает силу по истечении двух лет со дня получения правительством-депозитарием этого уведомления.

#### СТАТЬЯ XIII

I. Настоящий Договор подлежит ратификации подписавшими его государствами. Договор открыт для присоединения к нему любого государства, являющегося членом Организации Объединенных Наций, или любого другого государства, которое может быть приглашено присоединиться к Договору с согласия всех Договаривающихся Сторон, представители которых имеют право участвовать в совещаниях, предусмотренных Статьей IX настоящего Договора.

2. Ратификация настоящего Договора или присоединение к нему осуществляется каждым государством в соответствии с его конституционной процедурой.

3. Ратификационные грамоты и акты о присоединении сдаются на хранение Правительству Соединенных Штатов Америки, которое является правительством-депозитарием.

4. Правительство-депозитарий уведомляет все государства, подписавшие Договор и присоединившиеся к нему, о дате сдачи на хранение каждой ратификационной грамоты или каждого акта о присоединении, а также о дате вступления в силу Договора и любого его изменения или любой поправки к нему.

5. По сдаче на хранение ратификационных грамот всеми подписавшими Договор государствами настоящий Договор вступит в силу для этих государств и для государств, которые сдали на хранение акты о присоединении. В дальнейшем Договор вступает в силу для любого присоединившегося государства по сдаче им на хранение акта о присоединении.

6. Настоящий Договор будет зарегистрирован правительством-депозитарием в соответствии с положениями Статьи 102 Устава Организации Объединенных Наций.

#### СТАТЬЯ XIV

Настоящий Договор, составленный на английском, французском, русском и испанском языках, причем каждый из текстов является равно аутентичным, будет сдан на хранение в архив Правительства Соединенных Штатов Америки, которое препровождает должным образом заверенные копии Договора Правительствам подписавших его или присоединившихся к нему государств.

**TRATADO ANTARTICO**

Los Gobiernos de Argentina, Australia, Bélgica, Chile, la República Francesa, Japón, Nueva Zelanda, Noruega, la Unión del África del Sur, la Unión de Repúblicas Socialistas Soviéticas, el Reino Unido de Gran Bretaña e Irlanda del Norte y los Estados Unidos de América,

Reconociendo que es en interés de toda la humanidad que la Antártida continúe utilizándose siempre exclusivamente para fines pacíficos y que no llegue a ser escenario u objeto de discordia internacional;

Reconociendo la importancia de las contribuciones aportadas al conocimiento científico como resultado de la cooperación internacional en la investigación científica en la Antártida;

Convencidos de que el establecimiento de una base sólida para la continuación y el desarrollo de dicha cooperación, fundada en la libertad de investigación científica en la Antártida, como fuera aplicada durante el Año Geofísico Internacional, concuerda con los intereses de la ciencia y el progreso de toda la humanidad;

Convencidos, también, de que un Tratado que asegure el uso de la Antártida exclusivamente para fines pacíficos y la continuación de la armonía internacional en la Antártida promoverá los propósitos y principios enunciados en la Carta de las Naciones Unidas,

Han acordado lo siguiente:

**ARTICULO I**

1. La Antártida se utilizará exclusivamente para fines pacíficos. Se prohíbe, entre otras, toda medida de carácter militar, tal como el establecimiento de bases y fortificaciones militares, la realización de maniobras militares, así como los ensayos de toda clase de armas.

2. El presente Tratado no impedirá el empleo de personal o equipo militares para investigaciones científicas o para cualquier otro fin pacífico.

**ARTICULO II**

La libertad de investigación científica en la Antártida y la cooperación hacia ese fin, como fueran aplicadas durante el Año Geofísico Internacional, continuarán, sujetas a las disposiciones del presente Tratado.

**ARTICULO III**

1. Con el fin de promover la cooperación internacional en la investigación científica en la Antártida, prevista en el Artículo II del presente Tratado, las Partes Contratantes acuerdan proceder, en la medida más amplia posible:

(a) al intercambio de información sobre los proyectos de programas científicos en la Antártida, a fin de permitir el máximo de economía y eficiencia en las operaciones;

(b) al intercambio de personal científico entre las expediciones y estaciones en la Antártida;

(c) al intercambio de observaciones y resultados científicos sobre la Antártida, los cuales estarán disponibles libremente.

2. Al aplicarse este Artículo se dará el mayor estímulo al establecimiento de relaciones cooperativas de trabajo con aquellos Organismos Especializados de las Naciones Unidas y con otras organizaciones internacionales que tengan interés científico o técnico en la Antártida.

#### ARTICULO IV

1. Ninguna disposición del presente Tratado se interpretará:

(a) como una renuncia, por cualquiera de las Partes Contratantes, a sus derechos de soberanía territorial o a las reclamaciones territoriales en la Antártida, que hubiere hecho valer precedentemente;

(b) como una renuncia o menoscabo, por cualquiera de las Partes Contratantes, a cualquier fundamento de reclamación de soberanía territorial en la Antártida que pudiera tener, ya sea como resultado de sus actividades o de las de sus nacionales en la Antártida, o por cualquier otro motivo;

(c) como perjudicial a la posición de cualquiera de las Partes Contratantes, en lo concerniente a su reconocimiento o no reconocimiento del derecho de soberanía territorial, de una reclamación o de un fundamento de reclamación de soberanía territorial de cualquier otro Estado en la Antártida.

2. Ningún acto o actividad que se lleve a cabo mientras el presente Tratado se halle en vigencia constituirá fundamento para hacer valer, apoyar o negar una reclamación de soberanía territorial en la Antártida, ni para crear derechos de soberanía en esta región. No se harán nuevas reclamaciones de soberanía territorial en la Antártida, ni se ampliarán las reclamaciones anteriormente hechas valer, mientras el presente Tratado se halle en vigencia.

#### ARTICULO V

1. Toda explosión nuclear en la Antártida y la eliminación de desechos radiactivos en dicha región quedan prohibidas.

2. En caso de que se concluyan acuerdos internacionales relativos al uso de la energía nuclear, comprendidas las explosiones nucleares y la eliminación de desechos radiactivos, en los que sean Partes todas las Partes Contratantes cuyos representantes estén facultados a participar en las reuniones previstas en el Artículo IX, las normas establecidas en tales acuerdos se aplicarán en la Antártida.

## ARTICULO VI

Las disposiciones del presente Tratado se aplicarán a la región situada al sur de los 60° de latitud Sur, incluidas todas las barreras de hielo; pero nada en el presente Tratado perjudicará o afectará en modo alguno los derechos o el ejercicio de los derechos de cualquier Estado conforme al Derecho Internacional en lo relativo a la alta mar dentro de esa región.

## ARTICULO VII

1. Con el fin de promover los objetivos y asegurar la aplicación de las disposiciones del presente Tratado, cada una de las Partes Contratantes, cuyos representantes estén facultados a participar en las reuniones a que se refiere el Artículo IX de este Tratado, tendrá derecho a designar observadores para llevar a cabo las inspecciones previstas en el presente Artículo. Los observadores serán nacionales de la Parte Contratante que los designa. Sus nombres se comunicarán a cada una de las demás Partes Contratantes que tienen derecho a designar observadores, y se les dará igual aviso cuando cesen en sus funciones.

2. Todos los observadores designados de conformidad con las disposiciones del párrafo 1 de este Artículo gozarán de entera libertad de acceso, en cualquier momento, a cada una y a todas las regiones de la Antártida.

3. Todas las regiones de la Antártida, y todas las estaciones, instalaciones y equipos que allí se encuentren, así como todos los navíos y aeronaves, en los puntos de embarque y desembarque de personal o de carga en la Antártida, estarán abiertos en todo momento a la inspección por parte de cualquier observador designado de conformidad con el párrafo 1 de este Artículo.

4. La observación aérea podrá efectuarse, en cualquier momento, sobre cada una y todas las regiones de la Antártida por cualquiera de las Partes Contratantes que estén facultadas a designar observadores.

5. Cada una de las Partes Contratantes, al entrar en vigencia respecto de ella el presente Tratado, informará a las otras Partes Contratantes y, en lo sucesivo, les informará por adelantado sobre:

- (a) toda expedición a la Antártida y dentro de la Antártida en la que participen sus navíos o nacionales, y sobre todas las expediciones a la Antártida que se organicen o partan de su territorio;
- (b) todas las estaciones en la Antártida ocupadas por sus nacionales, y
- (c) todo personal o equipo militares que se proyecte introducir en la Antártida, con sujeción a las disposiciones del párrafo 2 del Artículo I del presente Tratado.

## ARTICULO VIII

1. Con el fin de facilitarles el ejercicio de las funciones que les otorga el presente Tratado, y sin perjuicio de las respectivas posiciones

de las Partes Contratantes, en lo que concierne a la jurisdicción sobre todas las demás personas en la Antártida, los observadores designados de acuerdo con el párrafo 1 del Artículo VII y el personal científico intercambiado de acuerdo con el subpárrafo 1(b) del Artículo III del Tratado, así como los miembros del personal acompañante de dichas personas, estarán sometidos sólo a la jurisdicción de la Parte Contratante de la cual sean nacionales, en lo referente a las acciones u omisiones que tengan lugar mientras se encuentren en la Antártida con el fin de ejercer sus funciones.

2. Sin perjuicio de las disposiciones del párrafo 1 de este Artículo, y en espera de la adopción de medidas expresadas en el subpárrafo 1(e) del Artículo IX, las Partes Contratantes, implicadas en cualquier controversia con respecto al ejercicio de la jurisdicción en la Antártida, se consultarán inmediatamente con el ánimo de alcanzar una solución mutuamente aceptable.

#### ARTICULO IX

1. Los representantes de las Partes Contratantes, nombradas en el preámbulo del presente Tratado, se reunirán en la ciudad de Canberra dentro de los dos meses después de la entrada en vigencia del presente Tratado y, en adelante, a intervalos y en lugares apropiados, con el fin de intercambiar informaciones, consultarse mutuamente sobre asuntos de interés común relacionados con la Antártida, y formular, considerar y recomendar a sus Gobiernos medidas para promover los principios y objetivos del presente Tratado, inclusive medidas relacionadas con :

- (a) uso de la Antártida para fines exclusivamente pacíficos;
- (b) facilidades para la investigación científica en la Antártida;
- (c) facilidades para la cooperación científica internacional en la Antártida;
- (d) facilidades para el ejercicio de los derechos de inspección previstos en el Artículo VII del presente Tratado;
- (e) cuestiones relacionadas con el ejercicio de la jurisdicción en la Antártida;
- (f) protección y conservación de los recursos vivos de la Antártida.

2. Cada una de las Partes Contratantes que haya llegado a ser Parte del presente Tratado por adhesión, conforme al Artículo XIII, tendrá derecho a nombrar representantes que participarán en las reuniones mencionadas en el párrafo 1 del presente Artículo, mientras dicha Parte Contratante demuestre su interés en la Antártida mediante la realización en ella de investigaciones científicas importantes, como el establecimiento de una estación científica o el envío de una expedición científica.

3. Los informes de los observadores mencionados en el Artículo VII del presente Tratado serán transmitidos a los representantes de

las Partes Contratantes que participen en las reuniones a que se refiere el párrafo 1 del presente Artículo.

4. Las medidas contempladas en el párrafo 1 de este Artículo entrarán en vigencia cuando las aprueben todas las Partes Contratantes, cuyos representantes estuvieron facultados a participar en las reuniones que se celebraron para considerar esas medidas.

5. Cualquiera o todos los derechos establecidos en el presente Tratado podrán ser ejercidos desde la fecha de su entrada en vigencia, ya sea que las medidas para facilitar el ejercicio de tales derechos hayan sido o no propuestas, consideradas o aprobadas conforme a las disposiciones de este Artículo.

#### **ARTICULO X**

Cada una de las Partes Contratantes se compromete a hacer los esfuerzos apropiados, compatibles con la Carta de las Naciones Unidas, con el fin de que nadie lleve a cabo en la Antártida ninguna actividad contraria a los propósitos y principios del presente Tratado.

#### **ARTICULO XI**

1. En caso de surgir una controversia entre dos o más de las Partes Contratantes, concerniente a la interpretación o a la aplicación del presente Tratado, dichas Partes Contratantes se consultarán entre sí con el propósito de resolver la controversia por negociación, investigación, mediación, conciliación, arbitraje, decisión judicial u otros medios pacíficos, a su elección.

2. Toda controversia de esa naturaleza, no resuelta por tales medios, será referida a la Corte Internacional de Justicia, con el consentimiento, en cada caso, de todas las partes en controversia, para su resolución; pero la falta de acuerdo para referirla a la Corte Internacional de Justicia no dispensará a las partes en controversia de la responsabilidad de seguir buscando una solución por cualquiera de los diversos medios pacíficos contemplados en el párrafo 1 de este Artículo.

#### **ARTICULO XII**

1. (a) El presente Tratado podrá ser modificado o enmendado, en cualquier momento, con el consentimiento unánime de las Partes Contratantes, cuyos representantes estén facultados a participar en las reuniones previstas en el Artículo IX. Tal modificación o tal enmienda entrará en vigencia cuando el Gobierno depositario haya sido notificado por la totalidad de dichas Partes Contratantes de que las han ratificado.

(b) Subsiguientemente, tal modificación o tal enmienda entrará en vigencia, para cualquier otra Parte Contratante, cuando el Gobierno depositario haya recibido aviso de su ratificación. Si no se recibe aviso de ratificación de dicha Parte Contratante dentro del plazo de dos años, contados desde la fecha de entrada en vigencia de la modificación o enmienda, en conformidad con lo dispuesto en el

subpárrafo 1(a) de este Artículo, se la considerará como habiendo dejado de ser Parte del presente Tratado en la fecha de vencimiento de tal plazo.

2. (a) Si después de expirados treinta años, contados desde la fecha de entrada en vigencia del presente Tratado, cualquiera de las Partes Contratantes, cuyos representantes estén facultados a participar en las reuniones previstas en el Artículo IX, así lo solicita, mediante una comunicación dirigida al Gobierno depositario, se celebrará, en el menor plazo posible, una Conferencia de todas las Partes Contratantes para revisar el funcionamiento del presente Tratado.

(b) Toda modificación o toda enmienda al presente Tratado, aprobada en tal Conferencia por la mayoría de las Partes Contratantes en ella representadas, incluyendo la mayoría de aquéllas cuyos representantes están facultados a participar en las reuniones previstas en el Artículo IX, se comunicará a todas las Partes Contratantes por el Gobierno depositario, inmediatamente después de finalizar la Conferencia, y entrará en vigencia de conformidad con lo dispuesto en el párrafo 1 del presente Artículo.

(c) Si tal modificación o tal enmienda no hubiere entrado en vigencia, de conformidad con lo dispuesto en el subpárrafo 1(a) de este Artículo, dentro de un período de dos años, contados desde la fecha de su comunicación a todas las Partes Contratantes, cualquiera de las Partes Contratantes podrá, en cualquier momento, después de la expiración de dicho plazo, informar al Gobierno depositario que ha dejado de ser parte del presente Tratado, y dicho retiro tendrá efecto dos años después que el Gobierno depositario haya recibido esta notificación.

### ARTICULO XIII

1. El presente Tratado estará sujeto a la ratificación por parte de los Estados signatarios. Quedará abierto a la adhesión de cualquier Estado que sea miembro de las Naciones Unidas, o de cualquier otro Estado que pueda ser invitado a adherirse al Tratado con el consentimiento de todas las Partes Contratantes cuyos representantes estén facultados a participar en las reuniones previstas en el Artículo IX del Tratado.

2. La ratificación del presente Tratado o la adhesión al mismo será efectuada por cada Estado de acuerdo con sus procedimientos constitucionales.

3. Los instrumentos de ratificación y los de adhesión serán depositados ante el Gobierno de los Estados Unidos de América, que será el Gobierno depositario.

4. El Gobierno depositario informará a todos los Estados signatarios y adherentes sobre la fecha de depósito de cada instrumento de ratificación o de adhesión y sobre la fecha de entrada en vigencia del Tratado y de cualquier modificación o enmienda al mismo.

5. Una vez depositados los instrumentos de ratificación por todos los Estados signatarios, el presente Tratado entrará en vigencia para

dichos Estados y para los Estados que hayan depositado sus instrumentos de adhesión. En lo sucesivo, el Tratado entrará en vigencia para cualquier Estado adherente una vez que deposite su instrumento de adhesión.

6. El presente Tratado será registrado por el Gobierno depositario conforme al Artículo 102 de la Carta de las Naciones Unidas.

#### ARTICULO XIV

El presente Tratado, hecho en los idiomas inglés, francés, ruso y español, siendo cada uno de estos textos igualmente auténtico, será depositado en los Archivos del Gobierno de los Estados Unidos de América, el que enviará copias debidamente certificadas del mismo a los Gobiernos de los Estados signatarios y de los adherentes.

IN WITNESS WHEREOF, the undersigned Plenipotentiaries, duly authorized, have signed the present Treaty.

DONE at Washington this first day of December, one thousand nine hundred and fifty-nine.

EN FOI DE QUOI, les Plénipotentiaires soussignés, dûment autorisés, ont apposé leur signature au présent Traité.

FAIT à Washington le premier décembre mille neuf cent cinquante-neuf.

В УЛОСТОВЕРЕНИЕ ЧЕГО Полномочные прелставители, должностным образом на то уполномоченные, подписали настоящий Договор.

СОВЕРШЕНО в городе Вашингтоне, декабря первого дня тысяча девятьсот пятьдесят девятого года.

EN TESTIMONIO DE LO CUAL, los infrascritos Plenipotenciarios, debidamente autorizados, suscriben el presente Tratado.

HECHO en Washington, el primer día del mes de diciembre de mil novecientos cincuenta y nueve.

FOR ARGENTINA:  
POUR L'ARGENTINE:  
ЗА АРГЕНТИНУ:  
POR LA ARGENTINA:

ADOLFO SCILINGO  
F BELLO

FOR AUSTRALIA:  
POUR L'AUSTRALIE:  
ЗА АВСТРАЛИЮ:  
POR AUSTRALIA:

HOWARD BEALE.

FOR BELGIUM:  
POUR LA BELGIQUE:  
ЗА БЕЛЬГИЮ:  
POR BELGICA:

OBERT DE THIEUSIES

FOR CHILE:  
POUR LE CHILI:  
ЗА ЧИЛИ:  
POR CHILE:

MARCIAL MORA M  
E GAJARDO V  
JULIO ESCUDERO.

FOR THE FRENCH REPUBLIC:  
POUR LA REPUBLIQUE FRANCAISE:  
ЗА ФРАНЦУЗСКУЮ РЕСПУБЛИКУ:  
POR LA REPUBLICA FRANCESCA:

PIERRE CHARPENTIER

FOR JAPAN:  
POUR LE JAPON:  
ЗА ЯПОНИЮ:  
POR JAPON:

KOICHIRO ASAKAI  
T. SHIMODA

FOR NEW ZEALAND:  
POUR LA NOUVELLE-ZELANDE:  
ЗА НОВУЮ ЗЕЛАНДИЮ:  
POR NUEVA ZELANDIA:

G D L WHITE

FOR NORWAY  
POUR LA NORVEGE:  
ЗА НОРВЕГИЮ:  
POR NORUEGA:

PAUL KOHT

FOR THE UNION OF SOUTH AFRICA:  
POUR L'UNION SUD-AFRICAINE:  
ЗА ЮЖНО-АФРИКАНСКИЙ СОЮЗ:  
POR LA UNION DEL AFRICA DEL SUR:

WENTZEL C. DU PLESSIS.

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:  
POUR L'UNION DES REPUBLIQUES SOCIALISTES SOVIETIQUES:  
ЗА СОЮЗ СОВЕТСКИХ СОЦИАЛИСТИЧЕСКИХ РЕСПУБЛИК:  
POR LA UNION DE REPUBLICAS SOCIALISTAS SOVIENTICAS:

*B. Kuznetsov. [1]*

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

HAROLD CACCIA.

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

HERMAN PHLEGER.

PAUL C. DANIELS

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<sup>1</sup> V. Kuznetsov.

I CERTIFY THAT the foregoing is a true copy of the Antarctic Treaty signed at Washington on December 1, 1959 in the English, French, Russian, and Spanish languages, the signed original of which is deposited in the archives of the Government of the United States of America.

IN TESTIMONY WHEREOF, I, CHRISTIAN A. HERTER, Secretary of State of the United States of America, have hereunto caused the seal of the Department of State to be affixed and my name subscribed by the Authentication Officer of the said Department, at the city of Washington, in the District of Columbia, this second day of December, 1959.

[SEAL]

CHRISTIAN A. HERTER  
*Secretary of State*

By

BARBARA HARTMAN  
*Authentication Officer*  
*Department of State*

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WHEREAS the Senate of the United States of America by their resolution of August 10, 1960, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said Treaty;

WHEREAS the said Treaty was duly ratified by the President of the United States of America on August 18, 1960, in pursuance of the aforesaid advice and consent of the Senate;

WHEREAS it is provided in Article XIII of the said Treaty that upon the deposit of instruments of ratification by all the signatory States, the said Treaty shall enter into force for those States and for States which have deposited instruments of accession;

WHEREAS instruments of ratification were deposited with the Government of the United States of America on May 31, 1960 by the United Kingdom of Great Britain and Northern Ireland; on June 21, 1960 by the Union of South Africa; on July 26, 1960 by Belgium; on August 4, 1960 by Japan; on August 18, 1960 by the United States of America; on August 24, 1960 by Norway; on September 16, 1960 by the French Republic; on November 1, 1960 by New Zealand; on November 2, 1960 by the Union of Soviet Socialist Republics; and on June 23, 1961 by Argentina, Australia, and Chile; and an instrument of accession was deposited with the Government of the United States of America on June 8, 1961 by the Polish People's Republic;

AND WHEREAS, pursuant to the aforesaid provision of Article XIII of the said Treaty, the Treaty entered into force on June 23, 1961;

Now, THEREFORE, be it known that I, John F. Kennedy, President of the United States of America, do hereby proclaim and make public the Antarctic Treaty to the end that the same and every article and clause thereof shall be observed and fulfilled with good faith, on and after June 23, 1961 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 caused the Seal of the United States of America to be hereunto affixed.

DONE at the city of Washington this twenty-third day of June in the year of our Lord one thousand nine hundred sixty-one  
[SEAL] and of the Independence of the United States of America the one hundred eighty-fifth.

JOHN F KENNEDY

By the President:

DEAN RUSK

*Secretary of State*

# JAPAN

## Settlement of Claims of Japanese Nationals Formerly Resident in Certain Japanese Islands

*Agreement effected by exchange of notes  
Signed at Tokyo June 8, 1961;  
Entered into force June 8, 1961.*

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*The American Ambassador to the Japanese Minister for Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
No. 1378

Tokyo, June 8, 1961.

EXCELLENCY:

I have the honor to refer to conversations between our two Governments regarding claims of Japanese nationals formerly resident in the Bonin Islands, Rosario Island, the Volcano Islands, Marcus Island and Parece Vela arising from measures taken by the United States of America in connection with the exercise of its rights under Article 3 of the Treaty of Peace with Japan.<sup>[1]</sup>

I now desire to inform Your Excellency that the Government of the United States of America hereby tenders to the Government of Japan the sum of six million dollars in full satisfaction and settlement of all claims of Japan and of its nationals concerned, whether natural or juridical persons, against the Government of the United States of America or any agency thereof, arising from the measures taken by the United States of America, which have resulted in the inability of the Japanese nationals concerned to enjoy the use, benefit or exercise of property rights or interests, tangible or intangible, in the said islands for the period beginning April 28, 1952, the effective date of the Treaty of Peace with Japan and continuing until such time as the above measures are discontinued by the United States of America. This offer is made with the understanding that the Government of Japan will distribute the tendered sum to the Japanese nationals concerned in accordance with methods of distribution to be adopted by the Government of Japan, and with the further understanding that the payment of the sum mentioned above does in no way constitute

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<sup>[1]</sup> TIAS 2490; 3 UST, pt. 3, p. 3172.

the transfer to the United States Government or any agency thereof of property rights or ownership interests belonging to the Japanese nationals concerned, nor does it prejudice in any way their claim for return to those islands.

I should appreciate it if Your Excellency would inform me whether the sum tendered herein is acceptable to your Government and whether the above understandings of my Government are also the understandings of your Government. In the event such sum is acceptable, I have the honor to propose that this note and Your Excellency's reply accepting the tendered sum shall be considered as constituting an agreement between our two Governments which shall come into force on the date of your reply.

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

EDWIN O. REISCHAUER

His Excellency

ZENTARO KOSAKA,

*Minister for Foreign Affairs,*

*Tokyo.*

府の了解でもあることを閣下に通報するとともに、閣下の書簡及び前記の了解の下に本国政府に代わつて前記の金額を受諾するこの返簡がこの返簡の日付の日に効力を生ずる両政府間の合意を構成するものと認める旨の提案に同意する光榮を有します。

本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向かつて敬意を表します。

昭和三十六年六月八日

日本国外務大臣

A large, vertical handwritten signature in black ink, likely belonging to the Japanese Foreign Minister, written in a stylized form of kanji.

日本国駐在アメリカ合衆国特命全権大使

エド温ン・O・ライシヤウアー 閣下

ものであります。

本使は、閣下が、貴国政府がここに提供された金額を受諾されるかどうか及び前記の本国政府の了解が貴国政府の了解でもあるかどうかを本使に通報されれば幸いです。前記の金額が受諾される場合には、本使は、この書簡及び提供された金額を受諾される閣下の返簡が閣下の返簡の日付の日に効力を生ずる両政府間の合意を構成するものと認めるごとを提案する光榮を有します。

本大臣は、提供された金額を日本国政府が受諾すること及びその受領をここに確認することを本国政府に代わつて閣下に通報する光榮を有します。本大臣は、さらに、貴国政府の前記の了解が本国政

国民による前記の諸島にある有体又は無体の財産権又は利益の使用、収益又は行使を不可能にしたものから生ずる日本国及び自然人であると法人であるとを問わず関係日本国民のアメリカ合衆国政府又はその機関に対するすべての請求の完全な満足及び解決として、アメリカ合衆国政府が六百万ドルの金額を日本国政府に対して、アメリカ合衆国政府が六百万ドルの金額を日本国政府に對しここに提供することを閣下に通報します。この申出は、日本国政府が提供された金額を日本国政府が採る分配方法に従つて関係日本国民に分配するとの了解並びに前記の金額の支払は関係日本国民に属する財産権又は所有利益を合衆国政府又はその機関に移転するものではなく、また、関係日本国民の前記の諸島への復帰の要求をなんら害するものでもないとの了解の下に行なわれる

*The Japanese Minister for Foreign Affairs to the American Ambassador*

書簡をもつて啓上いたします。本大臣は、本日付けの閣下の次の  
とおりの書簡に言及する光榮を有します。

本使は、日本国との平和条約第三条の規定に基づくアメリカ合  
衆国の権利の行使に関連してアメリカ合衆国が執つた措置から生  
じた小笠原群島、西之島、火山列島、南鳥島及び沖の鳥島の旧居  
住者であつた日本国民の請求に関する両政府間の会談に言及する  
光榮を有します。

本使は、アメリカ合衆国が執つた措置で日本国との平和条約の  
効力発生の日である千九百五十二年四月二十八日に始まりアメリ  
カ合衆国がその措置を終止する時まで継続する期間中に關係日本

*Translation*

TOKYO, June 8, 1961

**MR. AMBASSADOR:**

I have the honor to refer to Your Excellency's note of this date which reads as follows:

[For the English language text of the note, see *ante*, p. 830.]

I have the honor to inform Your Excellency on behalf of my Government that the sum tendered is acceptable to the Government of Japan and receipt thereof is hereby acknowledged. I have further the honor to inform Your Excellency that the above understandings of your Government are also the understandings of my Government and to agree with the proposal that Your Excellency's note and this reply accepting the above-mentioned sum on behalf of my Government with such understandings shall be considered as constituting an agreement between our two Governments which shall come into force on the date of this reply.

I avail myself of this opportunity to renew to Your Excellency, Mr. Ambassador, the assurance of my highest consideration.

ZENTARO KOSAKA  
Minister for Foreign Affairs  
of Japan

His Excellency

EDWIN O. REISCHAUER,  
*Ambassador Extraordinary and  
Plenipotentiary of the United  
States of America to Japan.*

# NETHERLANDS

## Air Transport Services

*Agreement signed at Washington April 3, 1957;  
Entered into force provisionally April 3, 1957.*

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### AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERN- MENT OF THE KINGDOM OF THE NETHERLANDS

The Government of the United States of America and the Government of the Kingdom of the Netherlands,

Desiring to conclude an Agreement for the purpose of promoting air communications between their respective territories,

Have accordingly appointed authorized representatives for this purpose, who have agreed as follows:

#### ARTICLE 1

For the purposes of the present Agreement:

(A) The term "aeronautical authorities" shall mean in the case of the United States of America, the Civil Aeronautics Board and any person or agency authorized to perform the functions exercised at the present time by the Civil Aeronautics Board and, in the case of the Kingdom of the Netherlands, any person or agency designated as such by the Government of the Kingdom of the Netherlands.

(B) The term "designated airline" shall mean an airline that one contracting party has notified the other contracting party, in writing, to be the airline which will operate a specific route or routes listed in the Schedule [¹] of this Agreement.

(C) The term "territory" in relation to a State shall mean the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection, mandate or trusteeship of that State.

(D) The term "air service" shall mean any scheduled air service performed by aircraft for the public transport of passengers, mail or cargo.

(E) The term "international air service" shall mean an air service which passes through the air space over the territory of more than one State.

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<sup>1</sup> Post, p. 845.

(F) The term "stop for non-traffic purposes" shall mean a landing for any purpose other than taking on or discharging passengers, cargo or mail.

#### ARTICLE 2

Each contracting party grants to the other contracting party rights necessary for the conduct of air services by the designated airlines, as follows: the rights of transit, of stops for non-traffic purposes, and of commercial entry and departure for international traffic in passengers, cargo, and mail at the points in its territory named on each of the routes specified in the appropriate paragraph of the Schedule annexed to the present Agreement.

#### ARTICLE 3

Air service on a specified route may be inaugurated by an airline or airlines of one contracting party at any time after that contracting party has designated such airline or airlines for that route and the other contracting party has given the appropriate operating permission. Such other party shall, subject to Article 4, be bound to give this permission without undue delay provided that the designated airline or airlines may be required to qualify before the competent aeronautical authorities of that party, under the laws and regulations normally applied by these authorities, before being permitted to engage in the operations contemplated by this Agreement.

#### ARTICLE 4

Each contracting party reserves the right to withhold or revoke the privilege of exercising the rights provided for in Article 3 of this Agreement from an airline designated by the other contracting party in the event that it is not satisfied that substantial ownership and effective control of such airline are vested in nationals of the other contracting party, or in case of failure by such airline to comply with the laws and regulations referred to in Article 5 hereof, or in case of failure of the airline or the government designating it otherwise to perform its obligations hereunder, or to fulfill the conditions under which the rights are granted in accordance with this Agreement.

#### ARTICLE 5

(A) The laws and regulations of one contracting party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the airline or airlines designated by the other contracting party, and shall be complied with by such aircraft upon entering or departing from and while within the territory of the first contracting party.

(B) The laws and regulations of one contracting party relating to the admission to or departure from its territory of passengers, crew or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs, and quarantine shall be complied with by or on behalf of such passengers, crew or cargo of the other contracting party upon entrance into or departure from, and while within the territory of the first contracting party.

#### ARTICLE 6

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one contracting party, and still in force, shall be recognized as valid by the other contracting party for the purpose of operating the routes and services provided for in this Agreement, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention on International Civil Aviation.<sup>[1]</sup> Each contracting party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by another State.

#### ARTICLE 7

In order to prevent discriminatory practices and to assure equality of treatment, both contracting parties agree that:

(a) Each of the contracting parties may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control. Each of the contracting parties agrees, however, that these charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

(b) Fuel, lubricating oils, other consumable technical supplies, spare parts, regular equipment, and stores introduced into the territory of one contracting party by or on behalf of the airline or airlines of the other contracting party or its nationals and intended solely for use by aircraft of such contracting party in international services shall be exempt on a basis of reciprocity from customs duties, excise taxes, inspection fees and other similar national duties, taxes or charges, even though such supplies be used or consumed by such aircraft on flights in that territory. Articles so introduced into the territory of a contracting party shall be kept under customs supervision until required for the use provided for in this paragraph or for re-exportation.

(c) Fuel, lubricating oils, other consumable technical supplies, spare parts, regular equipment, and stores retained on board aircraft of the airlines of one contracting party authorized to operate the routes

<sup>[1]</sup> TIAS 1591; 61 Stat., pt. 2, p. 1180.

and services provided for in this Agreement shall, upon arriving in or leaving the territory of the other contracting party, be exempt on a basis of reciprocity from customs duties, inspection fees and other similar national duties or charges, even though such supplies be used or consumed by such aircraft on flights in international services in that territory.

(d) Fuel, lubricating oils, other consumable technical supplies, spare parts, regular equipment, and stores taken on board aircraft of the airlines of one contracting party in the territory of the other and used in international services shall be exempt on a basis of reciprocity from customs duties, excise taxes, inspection fees and other similar national duties, taxes or charges, even though such supplies be used or consumed by such aircraft on flights in that territory.

#### ARTICLE 8

There shall be a fair and equal opportunity for the airlines of each contracting party to operate on any route covered by this Agreement.

#### ARTICLE 9

In the operation by the airlines of either contracting party of the air services described in this Agreement, the interest of the airlines of the other contracting party shall be taken into consideration so as not to affect unduly the services which the latter provides on all or part of the same routes.

#### ARTICLE 10

The air services made available to the public by the airlines operating under this Agreement shall bear a close relationship to the requirements of the public for such services.

It is the understanding of both contracting parties that services provided by a designated airline under the present Agreement shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such airline is a national and the countries of ultimate destination of the traffic. The right to embark or disembark on such services international traffic destined for and coming from third countries at a point or points on the routes specified in this Agreement shall be applied in accordance with the general principles of orderly development to which both contracting parties subscribe and shall be subject to the general principle that capacity should be related:

- (a) to traffic requirements between the country of origin and the countries of ultimate destination of the traffic;
- (b) to the requirements of through airline operation; and,
- (c) to the traffic requirements of the area through which the airline passes after taking account of local and regional services.

#### ARTICLE 11

Rates to be charged on the routes provided for in this Agreement shall be reasonable, due regard being paid to all relevant factors, such as cost of operation, reasonable profit, and the rates charged by any other carriers, as well as the characteristics of each service, and shall be determined in accordance with the following paragraphs:

(A) The rates to be charged by the airlines of either contracting party between points in the territory of the United States and points in the territory of the Kingdom of The Netherlands referred to in the annexed Schedule shall, consistent with the provisions of the present Agreement, be subject to the approval of the aeronautical authorities of the contracting parties, who shall act in accordance with their obligations under this Agreement, within the limits of their legal powers.

(B) Any rate proposed by an airline of either contracting party shall be filed with the aeronautical authorities of both contracting parties at least thirty (30) days before the proposed date of introduction; provided that this period of thirty (30) days may be reduced in particular cases if so agreed by the aeronautical authorities of each contracting party.

(C) During any period for which the Civil Aeronautics Board of the United States has approved the traffic conference procedures of the International Air Transport Association (hereinafter called IATA), any rate agreements concluded through these procedures and involving United States airlines will be subject to approval of the Board. Rate agreements concluded through this machinery may also be required to be subject to the approval of the aeronautical authorities of the Kingdom of The Netherlands pursuant to the principles enunciated in paragraph (A) above.

(D) The contracting parties agree that the procedure described in paragraphs (E), (F) and (G) of this Article shall apply:

1. If, during the period of the approval by both contracting parties of the IATA traffic conference procedure, either, any specific rate agreement is not approved within a reasonable time by either contracting party, or, a conference of IATA is unable to agree on a rate, or
2. At any time no IATA procedure is applicable, or
3. If either contracting party at any time withdraws or fails to renew its approval of that part of the IATA traffic conference procedure relevant to this Article.

(E) In the event that power is conferred by law upon the aeronautical authorities of the United States to fix fair and economic rates for the transport of persons and property by air on international services and to suspend proposed rates in a manner comparable to that in which the Civil Aeronautics Board at present is empowered to act

with respect to such rates for the transport of persons and property by air within the United States, each of the contracting parties shall thereafter exercise its authority in such manner as to prevent any rate or rates proposed by one of its airlines for services from the territory of one contracting party to a point or points in the territory of the other contracting party from becoming effective, if in the judgment of the aeronautical authorities of the contracting party whose airline or airlines is or are proposing such rate, that rate is unfair or uneconomic. If one of the contracting parties on receipt of the notification referred to in paragraph (B) above is dissatisfied with the rate proposed by the airline or airlines of the other contracting party, it shall so notify the other contracting party prior to the expiry of the first fifteen (15) of the thirty (30) days referred to, and the contracting parties shall endeavor to reach agreement on the appropriate rate.

In the event that such agreement is reached, each contracting party will exercise its best efforts to put such rate into effect as regards its airline or airlines.

If agreement has not been reached at the end of the thirty (30) day period referred to in paragraph (B) above, the proposed rate may, unless the aeronautical authorities of the country of the air carrier concerned see fit to suspend its application, go into effect provisionally pending the settlement of any dispute in accordance with the procedure outlined in paragraph (G) below.

(F) Prior to the time when such power may be conferred upon the aeronautical authorities of the United States, if one of the contracting parties is dissatisfied with any rate proposed by the airline or airlines of either contracting party for services from the territory of one contracting party to a point or points in the territory of the other contracting party, it shall so notify the other prior to the expiry of the first fifteen (15) of the thirty (30) day period referred to in paragraph (B) above, and the contracting parties shall endeavor to reach agreement on the appropriate rate.

In the event that such agreement is reached, each contracting party will use its best efforts to cause such agreed rate to be put into effect by its airline or airlines.

It is recognized that if no such agreement can be reached prior to the expiry of such thirty (30) days, the contracting party raising the objection to the rate may take such steps as it may consider necessary to prevent the inauguration or continuation of the service in question at the rate complained of.

(G) When in any case under paragraphs (E) or (F) of this Article the aeronautical authorities of the two contracting parties cannot agree within a reasonable time upon the appropriate rate after consultation initiated by the complaint of one contracting party concerning the proposed rate or an existing rate of the airline or airlines of the other contracting party, upon the request of either, the terms of Article 13 of this Agreement shall apply.

**ARTICLE 12**

Consultation between the competent authorities of both contracting parties may be requested at any time by either contracting party for the purpose of discussing the interpretation, application, or amendment of the Agreement or Schedule. Such consultation shall begin within a period of sixty (60) days from the date of the receipt of the request by the Department of State of the United States of America or the Ministry of Foreign Affairs of the Kingdom of The Netherlands as the case may be. Should agreement be reached on amendment of the Agreement or its route schedule, such amendment will come into effect upon the confirmation by an exchange of diplomatic notes.

**ARTICLE 13**

Except as otherwise provided in this Agreement, any dispute between the contracting parties relative to the interpretation or application of this Agreement which cannot be settled through consultation shall be submitted for an advisory report to a tribunal of three arbitrators, one to be named by each contracting party, and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either contracting party. Each of the contracting parties shall designate an arbitrator within two months of the date of delivery by either party to the other party of a diplomatic note requesting arbitration of a dispute; and the third arbitrator shall be agreed upon within one month after such period of two months.

If either of the contracting parties fails to designate its own arbitrator within two months, or if the third arbitrator is not agreed upon within the time limit indicated, either party may request the President of the International Court of Justice to make the necessary appointment or appointments by choosing the arbitrator or arbitrators.

The contracting parties will use their best efforts under the powers available to them to put into effect the opinion expressed in any such advisory report. A moiety of the expenses of the arbitral tribunal shall be borne by each party.

**ARTICLE 14**

This Agreement, all amendments thereto, and contracts connected therewith shall be registered with the International Civil Aviation Organization.

**ARTICLE 15**

If a general multilateral air transport Convention accepted by both contracting parties enters into force, the present Agreement shall be amended so as to conform with the provisions of such Convention.

**ARTICLE 16**

Either of the contracting parties may at any time notify the other of its intention to terminate the present Agreement. Such a notice shall be sent simultaneously to the International Civil Aviation Organization. In the event such communication is made, this Agreement shall terminate one year after the date of its receipt, unless by agreement between the contracting parties the notice of intention to terminate is withdrawn before the expiration of that time. If the other contracting party fails to acknowledge receipt, notice shall be deemed as having been received fourteen days after its receipt by the International Civil Aviation Organization.

**ARTICLE 17**

The present agreement shall be provisionally operative from the date of its signature. After the approval constitutionally required in the Kingdom of The Netherlands has been obtained, the Agreement shall enter into force definitively on the date of receipt by the Government of the United States of America of an appropriate notification from the Government of the Kingdom of The Netherlands.

In witness whereof, the undersigned, being duly authorized by their respective Governments, have signed the present Agreement.

Done in duplicate at Washington, D.C. this 3rd day of April, 1957.

**FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:**

CHRISTIAN A. HERTER

**FOR THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS:**

E H VAN DER BEUGEL

### SCHEDEULE

1. An airline or airlines designated by the Government of the United States shall be entitled to operate air services on each of the air routes specified via intermediate points, in both directions, to make scheduled landings in the Kingdom of The Netherlands at the points specified in this paragraph
  - a. From the United States via intermediate points to Amsterdam and beyond.
  - b. From the United States and/or an airport serving the Canal Zone via intermediate points to Aruba, Curacao, St. Maartens, and Paramaribo and beyond.
2. An airline or airlines designated by the Government of the Kingdom of The Netherlands shall be entitled to operate air services on each of the air routes specified via intermediate points, in both directions, and to make scheduled landings in the United States at the points specified in this paragraph
  - a. The Netherlands via intermediate points in the UK,[<sup>1</sup>] Ireland, Newfoundland and the Azores to New York.
  - b. The Netherlands via intermediate points in the UK, Ireland, Iceland, Greenland, Newfoundland, Azores and Montreal to Houston.
  - c. The Netherlands Antilles via the intermediate points Ciudad Trujillo, Port au Prince, Kingston, Montego Bay, Camaguey, Havana, to Miami.
  - d. The Netherlands Antilles to New York.
3. Points on any of the specified routes may at the option of the designated airlines be omitted on any or all flights.

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<sup>1</sup> United Kingdom.

# PAKISTAN

## Air Transport Services: Specification of Pakistan Airline and Route

*Agreement relating to the agreement of November 14, 1946.*

*Effectuated by exchange of notes*

*Dated at Karachi March 28 and April 18, 1961;*

*Entered into force April 18, 1961.*

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*The American Embassy to the Pakistani Ministry of Foreign Affairs*

No. 606

The Embassy of the United States of America presents its compliments to the Ministry of External Affairs and has the honor to refer to the Ministry's note No. POL-II(C)-1/29/61 of February 8, 1961<sup>[1]</sup> concerning the designation of Pakistan International Airlines as the airline being designated by the Government of Pakistan to operate air services in a route to the United States and proposing a specific route to the United States under the existing US-Pakistan Air Services Agreement.<sup>[2]</sup>

The Embassy of the United States of America has been instructed to inform the Ministry of External Affairs that the designation by the Government of Pakistan of Pakistan International Airlines as the designated airline pursuant to Article II of this Agreement is acknowledged by the Government of the United States.

The Embassy of the United States of America has also been instructed to inform the Government of Pakistan that the specific route suggested in its note by the Ministry of External Affairs is generally acceptable to the United States Government, and would be specifically acceptable if it were changed to read:

"Karachi; Dhahran or Tehran; Cairo or Beirut; Ankara; Istanbul; Rome; Geneva; Frankfurt; London; New York."

As regards the use of the word "or" as used in the above route description, it is the understanding of the Government of the United States that this language as used in this particular Agreement permits an airline designated by the Government of Pakistan to operate any flight in accordance with the following patterns:

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<sup>1</sup> Not printed.

<sup>2</sup> TIAS 1586; 61 Stat., pt. 3, p. 2573. See TIAS 3078; 5 UST, pt. 3, p. 2164.

1. Karachi-Tehran-Beirut-Istanbul-Ankara-Rome-Geneva-Frankfurt-London-New York.
2. Karachi-Tehran-Cairo-Istanbul-Ankara-Rome-Geneva-Frankfurt-London-New York.
3. Karachi-Dhahran-Cairo-Istanbul-Ankara-Rome-Geneva-Frankfurt-London-New York.
4. Karachi - Dhahran - Beirut - Istanbul - Ankara - Rome - Geneva - Frankfurt-London-New York.

The Embassy of the United States of America proposes that this note and the Ministry's note confirming the above route description be considered as establishing a route to the United States under paragraph 2 of the annex to the Air Services Agreement in force between the two governments, such annex being thus revised to substitute the following text for that now appearing as paragraph 2 thereof:

"2. An airline designated by the Government of Pakistan shall be entitled to operate air services on the route specified and to make scheduled landings in the United States at the points specified in this paragraph:

"Karachi; Dhahran or Tehran; Cairo or Beirut; Ankara; Istanbul; Rome; Geneva; Frankfurt; London; New York."

The Embassy of the United States also proposes that this note and the Ministry's confirmation be considered as deferring, at the convenience of the United States, disposition of matters raised by the Ministry's note No. EA(I)-21/5/60 of September 24, 1960.<sup>[1]</sup>

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

EMBASSY OF THE UNITED STATES OF AMERICA,  
*Karachi, March 28, 1961.*

*The Pakistani Ministry of Foreign Affairs to the American Embassy*

MINISTRY OF FOREIGN AFFAIRS  
&  
COMMONWEALTH RELATIONS  
KARACHI

No. POL.II(C)-1/29/61.

Dated, *Karachi, the 18th April, 1961.*

The Ministry of External Affairs presents its compliments to the Embassy of the USA and with reference to the Embassy's note No. 606, dated the 28th March, 1961 regarding PIA service to the USA has the honour to say that the route description for the designated airline of Pakistan as given in para 5 of the Embassy's note is confirmed, and that para 2 of the Annex to the Air Services Agreement between

<sup>1</sup> Not printed.

Pakistan and the USA may be substituted by the following revised text.

"An airline designated by the Government of Pakistan shall be entitled to operate air services on the route specified and to make scheduled landings in the United States at the points specified in this paragraph:

Karachi; Dhahran or Teheran; Cairo or Beirut; Ankara; Istanbul; Rome; Geneva; Frankfurt; London; New York."

Accordingly in the four combinations of the route mentioned in para 4 of the Embassy's note, Ankara should be mentioned as preceding Istanbul.

It is further pointed out that the Government of Pakistan have designated PIAC for operating the above route effective from the date the route is confirmed.

As regards the U.S. Government's proposal for the deferment of the question of the revision of the existing Agreement, the authorities concerned are of the view that the authorities concerned in the USA may be requested to send a delegation for the purpose at their convenience.

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



EMBASSY OF THE UNITED STATES  
OF AMERICA IN PAKISTAN,  
*Karachi.*

# FRANCE

## **Surplus Agricultural Commodities: Closing of Accounts in Connection with Certain Agreements and Payment of Necessary Adjustment Refunds**

*Agreement effected by exchange of notes  
Signed at Paris June 12, 1961;  
Entered into force June 12, 1961.*

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*The American Ambassador to the Secretary General, French Ministry of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
Paris, June 12, 1961

**EXCELLENCY:**

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of the French Republic signed on August 11, 1955, [¹] to the Agricultural Commodities Agreement between our two Governments signed on November 8, 1956, [²] to the Agricultural Commodities Agreement between our two Governments signed on December 27, 1957, [³] as amended by an exchange of notes dated June 30, 1958, [⁴] and to the Agricultural Commodities Agreement between our two Governments signed on February 28, 1958. [⁵]

Article I of the Agreement of August 11, 1955 provided that the Government of the United States of America would finance sales for francs of surplus agricultural commodities with a total value of up to \$650,000.00, including estimated ocean transportation costs to be financed by the Government of the United States of America. Disbursements for which deposits of francs were required totaled \$649,993.26. It has been determined that deposits equivalent to 2,274,976.41 new francs pursuant to Article III of the Agreement

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<sup>¹</sup> TIAS 3340, 3422; 6 UST 2931, 4107.

<sup>²</sup> TIAS 3690; 7 UST 3117.

<sup>³</sup> TIAS 3971, 4075; 8 UST 2491; 9 UST 1019.

<sup>⁴</sup> TIAS 4025; 9 UST 489.

are equal to the value for which deposits were required and that such deposits have been made to the account of the Government of the United States of America. As Your Excellency's Government has already been informed by the United States Department of Agriculture, no further disbursements will be made by the Government of the United States of America pursuant to this Agreement and dollar funds not disbursed are not available for financing any additional purchases under this Agreement.

Article I of the Agreement of November 8, 1956 provided that the Government of the United States of America would finance sales for francs of surplus agricultural commodities with a total value of up to \$1,400,000.00, including estimated ocean transportation costs to be financed by the Government of the United States of America. Disbursements for which deposits of francs were required totaled \$1,399,993.02. It has been determined that deposits equivalent to 4,899,975.55 new francs pursuant to Article III of the Agreement are equal to the value for which deposits were required and that such deposits have been made to the account of the Government of the United States of America. As Your Excellency's Government has already been informed by the United States Department of Agriculture, no further disbursements will be made by the Government of the United States of America pursuant to this Agreement and dollar funds not disbursed are not available for financing any additional purchase under this Agreement.

Article I of the Agreement of December 27, 1957, as amended, provided that the Government of the United States of America would finance sales for francs of surplus agricultural commodities with a total value of up to \$4,595,000.00, including estimated ocean transportation costs to be financed by the Government of the United States of America. Disbursements for which deposits of francs were required totaled \$4,547,002.65. It has been determined that deposits equivalent to 19,083,351.47 new francs pursuant to Article III of the Agreement are equal to the value for which deposits were required and that such deposits have been made to the account of the Government of the United States of America. As Your Excellency's Government has already been informed by the United States Department of Agriculture, no further disbursements will be made by the Government of the United States of America pursuant to this Agreement and dollar funds not disbursed are not available for financing any additional purchase under this Agreement.

Article I of the Agreement of February 28, 1958 provided that the Government of the United States of America would finance sales for francs of surplus agricultural commodities with a total value of up to \$23,100,000.00, including estimated ocean transportation costs to be financed by the Government of the United States of America. Disbursements for which deposits of francs were required totaled \$23,010,440.75. It has been determined that deposits equivalent to 96,626,083.13 new francs pursuant to Article III of the Agreement

are equal to the value for which deposits were required and that such deposits have been made to the account of the Government of the United States of America. As Your Excellency's Government has already been informed by the United States Department of Agriculture, no further disbursements will be made by the Government of the United States of America pursuant to this Agreement and dollar funds not disbursed are not available for financing any additional purchase under this Agreement.

To facilitate the closing out of the accounts in connection with the above-mentioned Agreements and at the same time to make provision for the payment of any necessary adjustment refunds, I have the honor to propose that any refunds of francs which may be due or may become due under these Agreements would be made by the Government of the United States of America from funds available from the most recent Agricultural Commodities Agreement between our two Governments under Title I of the Agricultural Trade Development and Assistance Act, [¹] as amended, in effect at the time of the refund.

Accordingly, I have the honor to propose that this note and Your Excellency's reply concurring herein shall constitute an Agreement between our two Governments to enter into force upon the date of Your Excellency's note in reply.

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

JAMES M. GAVIN

His Excellency

ERIC DE CARBONNEL  
*Secretary General*  
*Ministry of Foreign Affairs*  
*Paris*

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*The Secretary General, French Ministry of Foreign Affairs, to the American Ambassador*

PARIS, le 12 juin 1961

MONSIEUR L'AMBASSADEUR,

Je me réfère à votre lettre du 12 juin 1961 dont le texte traduit en français est le suivant :

“J'ai l'honneur de me référer à l'Accord sur les Produits Agricoles conclu entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Française le 11 août 1955, à l'Accord sur les Produits Agricoles conclu entre nos deux Gouvernements le 8 novembre 1956, à l'Accord sur les Produits Agricoles conclu entre nos deux Gouvernements le 27 décembre 1957 tel qu'il a été modifié par

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<sup>1</sup> 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

l'échange de notes du 30 juin 1958, et à l'Accord sur les Produits Agricoles conclu entre nos deux Gouvernements le 28 février 1958.

L'article I de l'Accord du 11 août 1955 prévoyait le financement (en dollars) par le Gouvernement des Etats-Unis d'Amérique de ventes en francs de produits agricoles en surplus dans la limite d'un montant total de \$ 650 000,00, y compris les frais estimatifs de transport maritime à financer par le Gouvernement des Etats-Unis d'Amérique. Les règlements pour lesquels des dépôts en francs ont été demandés, se sont élevés à \$ 649 993,26. Il a été établi que le versement de 2 274 976,41 nouveaux francs, fait conformément aux dispositions de l'article III de l'Accord, représente bien la contrevaleur du montant (en dollars) pour lequel des dépôts ont été demandés, et qu'il a été effectué au compte du Gouvernement des Etats-Unis d'Amérique. Comme le Gouvernement de Votre Excellence en a déjà été informé par le Département de l'Agriculture des Etats-Unis, le Gouvernement des Etats-Unis d'Amérique n'effectuera aucun nouveau versement au titre de cet Accord, et les crédits en dollars non dépensés ne sont disponibles pour aucun financement supplémentaire dans le cadre de cet Accord.

L'article I de l'Accord du 8 novembre 1956 prévoyait le financement (en dollars) par le Gouvernement des Etats-Unis d'Amérique de ventes en francs de produits agricoles en surplus dans la limite d'un montant total de \$ 1 400 000,00 y compris les frais estimatifs de transport maritime à financer par le Gouvernement des Etats-Unis d'Amérique. Les règlements pour lesquels des dépôts en francs ont été demandés, se sont élevés à \$ 1 399 993,02. Il a été établi que le versement de 4 899 975 nouveaux francs 55 centimes, fait conformément aux dispositions de l'article III de l'Accord, représente bien la contrevaleur du montant (en dollars) pour lequel des dépôts ont été demandés, et qu'il a été effectué au compte du Gouvernement des Etats-Unis d'Amérique. Comme le Gouvernement de Votre Excellence en a déjà été informé par le Département de l'Agriculture des Etats-Unis, le Gouvernement des Etats-Unis d'Amérique n'effectuera aucun nouveau versement au titre de cet Accord, et les crédits en dollars non dépensés ne sont disponibles pour aucun financement supplémentaire dans le cadre de cet Accord.

L'article I de l'Accord du 27 décembre 1957 tel qu'il a été modifié, prévoyait le financement (en dollars) par le Gouvernement des Etats-Unis d'Amérique de ventes en francs de produits agricoles en surplus dans la limite d'un montant total de \$ 4 595 000,00, y compris les frais estimatifs de transport maritime à financer par le Gouvernement des Etats-Unis d'Amérique. Les règlements pour lesquels des dépôts en francs ont été demandés, se sont élevés à \$ 4 547 002,65. Il a été établi que le versement de 19 083 351 nouveaux francs 47 centimes, fait conformément aux dispositions de l'article III de l'Accord, représente bien la contrevaleur du montant (en dollars) pour lequel des dépôts ont été demandés, et qu'il a été effectué au compte du Gouvernement des Etats-Unis d'Amérique. Comme le Gouver-

nement de Votre Excellence en a déjà été informé par le Département de l'Agriculture des Etats-Unis, le Gouvernement des Etats-Unis d'Amérique n'effectuera aucun nouveau versement au titre de cet Accord, et les crédits en dollars non dépensés ne sont disponibles pour aucun financement supplémentaire dans le cadre de cet Accord.

L'article I de l'Accord du 28 février 1958 prévoyait le financement (en dollars) par le Gouvernement des Etats-Unis d'Amérique de ventes en francs de produits agricoles en surplus dans la limite d'un montant total de \$ 23 100 000,00 y compris les frais estimatifs de transport maritime à financer par le Gouvernement des Etats-Unis d'Amérique. Les règlements pour lesquels des dépôts en francs ont été demandés, se sont élevés à \$ 23 010 440,75. Il a été établi que le versement de 96 626 083 nouveaux francs 13 centimes, fait conformément aux dispositions de l'article III de l'Accord, représente bien la contrevaleur du montant (en dollars) pour lequel des dépôts ont été demandés, et qu'il a été effectué au compte du Gouvernement des Etats-Unis d'Amérique. Comme le Gouvernement de Votre Excellence en a déjà été informé par le Département de l'Agriculture des Etats-Unis, le Gouvernement des Etats-Unis d'Amérique n'effectuera aucun nouveau versement au titre de cet Accord, et les crédits en dollars non dépensés ne sont disponibles pour aucun financement supplémentaire dans le cadre de cet Accord.

Afin de faciliter la clotûre des comptes relatifs aux Accords mentionnés ci-dessus et de prévoir, dans le même temps, les dispositions applicables aux ajustements qui s'avèreraient nécessaires, j'ai l'honneur de proposer que tous lesversements en francs, qui pourraient être dus au titre de ces Accords, soient effectués par le Gouvernement des Etats-Unis d'Amérique, par prélèvement sur les fonds disponibles du plus récent Accord sur les Produits Agricoles conclu entre nos deux Gouvernements dans le cadre du Titre I de la Loi d'Aide et de Développement des Echanges Agricoles telle qu'elle a été modifiée, en vigueur à la date du versement.

J'ai donc l'honneur de proposer que la présente lettre et la réponse de Votre Excellence, portant agrément des dispositions ci-dessus, constituent entre nos deux Gouvernements un Accord qui prendra effet à la date de la réponse de Votre Excellence."

J'ai l'honneur de vous confirmer que les dispositions reprises dans la lettre mentionnée ci-dessus correspondent bien au sens donné par mon Gouvernement à l'Accord intervenu entre nous./.

Veuillez agréer, Monsieur l'Ambassadeur, l'assurance de ma très haute considération.

[SEAL] ERIC DE CARBONNEL

Son Excellence

Monsieur JAMES GAVIN

*Ambassadeur des Etats-Unis  
d'Amérique en France.*

*Translation*

PARIS, June 12, 1961

MR. AMBASSADOR:

I refer to your note of June 12, 1961, the text of which, translated into French, is as follows:

[For the English language text of the note, see *ante*, p. 849.]

I have the honor to confirm to you that the provisions contained in the above-mentioned note are in accordance with the interpretation given by my Government to the Agreement concluded between us.

Accept, Mr. Ambassador, the assurance of my very high consideration.

[SEAL] ERIC DE CARBONNEL

His Excellency

JAMES GAVIN,

*Ambassador of the  
United States of America  
in France.*

# IRAN

## Surplus Agricultural Commodities

*Agreement amending the agreement of July 26, 1960, as amended.  
Effectuated by exchange of notes  
Signed at Tehran May 18 and June 1, 1961;  
Entered into force June 1, 1961.*

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*The American Ambassador to the Iranian Minister of Foreign Affairs*

No. 697

MAY 18, 1961

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement entered into by our two Governments on July 26, 1960, to accompanying notes of that same date, and to the Amendments signed September 26, 1960, October 20, 1960, and April 17, 1961 [¹] and to propose that the said Agreement and notes be further amended as follows:

In Article I of the Agreement, change the amount for cottonseed and/or soybean oil from \$1.095 million to \$1.395 million; change the amount for ocean transportation from \$3.715 million to \$3.740 million; change the total from \$21.535 million to \$21.860 million.

In Article II, paragraph (a) change \$5.751 million to \$5.832 million; in paragraph (b) change \$1.632 million to \$1.648 million; in paragraph (c) change \$14.152 million to \$14.380 million; in paragraph (d) change \$21.535 million to \$21.860 million wherever it appears.

In Note No. 502, paragraph 3, change \$655,000 to \$661,500 and the \$355,000 for market development to \$361,500.

It is understood that all provisions of the said Agreement and exchange of notes, as amended, shall remain the same except as provided herein.

I have the honor to propose that if the Government of Iran concurs in the foregoing, this note and Your Excellency's reply shall constitute an Agreement between our two Governments to enter into force on the date of Your Excellency's reply.

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<sup>1</sup> TIAS 4544, 4592, 4598, 4719; 11 UST 1944, 2208, 2239; *ante*, p. 321.

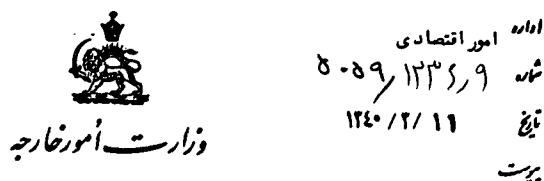
Accept, Excellency, the renewed assurances of my highest consideration.

EDWARD T. WAILES

His Excellency

HOSEIN QODS-NAKHAI,  
Minister of Foreign Affairs,  
Tehran.

*The Iranian Minister of Foreign Affairs to the American Ambassador*



جناب آفای سفیرکبیر

احتراماً عطف بنام شماره ۶۱۷ موند ۱۸ ماه ۱۹۶۱ آنچنان اشعار میدارد .  
دولت شاهنشاهی با پیشنهاد جنابعالی درباره اصلاح موافقنامه موند ۲۶ جولای  
۱۹۶۰ و یادداشت ضمیمان واصلاحیه موند ۲۶ سپتامبر ۱۹۶۰ و ۲۰ اکتبر ۱۹۶۰ -  
و ۱۷ آوریل ۱۹۶۱ بشرح زیر موافقت دارد .

در ماده یک موافقنامه بهای روزن تخم پنبه و روزن نیمه تصنیف شده از ۰/۰۵ امیلوں  
دولار به ۱/۳۹۵ امیلوں دolar و برای کرایه حمل از ۰/۲۱۵ امیلوں به ۰/۲۴۰ امیلوں دolar  
و بطریکی جمعاً از ۰/۵۳۵ امیلوں به ۰/۸۶۰ امیلوں دولاً تغییر داده شود .  
در ماده ۲ پاراگراف (الف) مبلغ ۰/۷۵۱ میلیون دolar به ۰/۸۳۲ میلیون دolar -  
و در پاراگراف (ب) از ۰/۶۳۲ میلیون به ۰/۶۴۸ میلیون و در پاراگراف (ج) از ۰/۱۰۲  
میلیون به ۰/۱۴۰ و در پاراگراف (د) از ۰/۵۳۵ میلیون به ۰/۸۶۰ میلیون تغییر  
داده شود .

در یادداشت شماره ۰/۰۲ پاراگراف ۳ مبلغ ۰/۰۰۰ دolar به مبلغ ۰/۵۰۵ دارای شدن  
مبلغ ۰/۰۰۰ دolar برای توسمه بازار مبلغ ۰/۵۰۰ ۳۶۱ دolar تغییر داده شود .  
سایر مطالب مندرج در موافقنامه و یادداشت‌های متبادل به قوت خود باقی خواهد  
ماند .

جناب آفای سفیرکبیر خواهشمند است احترامات اینجانب را بهذیند .

جناب آفای ادارد پیلز سفیرکبیر دولت ایالات متحده آمریکا - تهران

*Translation*

MINISTRY OF FOREIGN AFFAIRS

OFFICE OF ECONOMIC AFFAIRS

No. 5059/1236/9

June 1, 1961

His EXCELLENCY, THE AMBASSADOR

Reference is respectfully made to your letter No. 697 dated May 18, 1961.

The Imperial Government agrees to Your Excellency's proposal concerning the amendment to the Agreement of July 26, 1960, its attached note, and the amendments dated September 26, 1960, October 20, 1960, and April 17, 1961, as follows:

In Article 1 of the Agreement the price of cottonseed oil and semi-refined oil will be changed from 1.095 million dollars to 1.395 million dollars, and of transportation from 3.715 million dollars to 3.740 million dollars, and the total will be changed from 21.535 million to 21.860 million dollars.

In Article 2, Paragraph (a), the amount of 5.751 million dollars will be changed to 5.832 million dollars; in Paragraph (b) 1.632 million dollars will be changed to 1.648 million dollars; in Paragraph (c), 14.152 million dollars will be changed to 14.380 million dollars; and in Paragraph (d), 21.535 million dollars will be changed to 21.860 million dollars.

In note No. 502, Paragraph 3, the amount of 655,000 will be changed to 661,500 dollars, and the amount of 355,000 dollars for the promotion of markets will be changed to 361,500 dollars.

The other matters stated in the exchanged agreement and notes shall remain in force.

Please accept, Excellency, the assurances of my highest consideration.

HOSEIN QODS-NAKHAI

His Excellency

EDWARD WAILES,

*Ambassador of the  
United States of America  
Tehran*

# NIGER

## Economic, Technical and Related Assistance

*Agreement effected by exchange of notes  
Signed at Niamey May 26, 1961;  
Entered into force May 26, 1961.*

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*The American Ambassador to the President of Niger*

NIAMEY, May 26, 1961

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two Governments and to advise you that the Government of the United States of America will be prepared to furnish to the Government of Niger economic, technical and related assistance in accordance with the understandings set forth below:

1. The Government of the United States of America will furnish such economic, technical and related assistance hereunder as may be requested by representatives of the appropriate agency or agencies of the Government of Niger and approved by representatives of the agency designated by the Government of the United States of America to administer its responsibilities hereunder, or as may be requested and approved by other representatives designated by the Government of the United States of America to administer its responsibilities hereunder, or as may be requested and approved by other representatives designated by the Government of the United States of America and the Government of Niger. The furnishing of such assistance shall be subject to applicable United States laws and regulations. It shall be made available in accordance with arrangements agreed upon between the above-mentioned representatives.
2. The Government of Niger will make the full contribution permitted by its manpower, resources, facilities and general economic condition in furtherance of the purposes for which assistance is made available hereunder; will take appropriate steps to assure the effective use of such assistance; will cooperate with the Government of the United States of America to assure that procurement will be at reasonable prices and on reasonable terms; will, without restriction, permit continuous observation and review by United States representatives of programs and operations hereunder, and records per-

taining thereto; will provide the Government of the United States of America with full and complete information concerning such programs and operations and other relevant information which the Government of the United States of America may need to determine the nature and scope of operations and to evaluate the effectiveness of the assistance furnished or contemplated; and will give to the people of Niger full publicity concerning programs and operations hereunder. With respect to cooperative technical assistance programs hereunder, the Government of Niger will also bear a fair share of the costs thereof; will, to the maximum extent possible, seek full coordination and integration of technical cooperation programs being carried on in Niger; and will cooperate with other nations participating in such programs in the mutual exchange of technical knowledge and skills.

3. In any case where commodities or services are furnished on a grant basis under arrangements which will result in the accrual of proceeds to the Government of Niger from the import or sale of such commodities or services, the Government of Niger, except as may otherwise be mutually agreed upon by the representatives referred to in paragraph 1 hereof, will establish in its own name a Special Account in the Banque Centrale des Etats de l'Afrique de l'Ouest (Central Bank of West African States); will deposit promptly in such Special Account the amount of local currency equivalent to such proceeds; and, upon notification from time to time by the Government of the United States of America of its local currency requirements, will make available to the Government of the United States of America, in the manner requested by that Government, out of any balances in the Special Account, such sums as are stated in such notifications to be necessary for such requirements. The Government of Niger may draw upon any remaining balances in the Special Account for such purposes beneficial to Niger as may be agreed upon from time to time by the representatives referred to in paragraph 1 hereof. Any unencumbered balances of funds which remain in the Special Account upon termination of assistance hereunder to the Government of Niger shall be disposed of for such purposes as may be agreed upon by the representatives referred to in paragraph 1 hereof.

4. The Government of Niger will receive a special mission and its personnel, which will discharge the responsibilities of the Government of the United States of America hereunder; upon appropriate notification by the Government of the United States of America will consider this special mission and its personnel as part of the diplomatic mission of the United States of America in Niger for the purpose of enjoying the privileges and immunities accorded to that diplomatic mission and its personnel of comparable rank; and will give full cooperation to the special mission, and its personnel, including the furnishing of facilities necessary for the purpose of carrying out the provisions hereof.

5. In order to assure the maximum benefits to the people of Niger from the assistance to be furnished hereunder:

(a) Any supplies, materials, equipment or funds introduced into or acquired in Niger by the Government of the United States of America, or any contractor financed by that Government, for purposes of any program or project conducted hereunder shall, while such supplies, materials, equipment or funds are used in connection with such a program or project, be exempt from any taxes on ownership or use of property, and any other taxes, investment or deposit requirements and currency controls in Niger, and the import, export, purchase, use or disposition of any such supplies, materials, equipment or funds in connection with such a program or project shall be exempt from any tariffs, customs duties, import and export taxes, taxes on purchase or disposition of property, and any other taxes or similar charges in Niger.

(b) All personnel, except citizens and permanent residents of Niger, whether employees of the Government of the United States of America, or its agencies or individuals under contract with, or employees of public or private organizations under contract with the Government of the United States of America or the Government of Niger or any agencies of either the Government of the United States of America or the Government of Niger who are present in Niger to perform work in connection herewith and whose entrance into the country has been approved by the Government of Niger, shall be exempt from income and social security taxes levied under the laws of Niger with respect to income upon which they are obligated to pay income or social security taxes to any other Government and from taxes on the purchase, ownership, use or disposition of personal movable property (including automobiles) intended for their own use. Such personnel and members of their families shall receive the same treatment with respect to the payment of customs and import and export duties on personal effects, equipment and supplies imported into Niger for their own use, and with respect to other duties and fees, as is accorded by the Government of Niger to diplomatic personnel of the Embassy of the United States of America in Niger.

(c) Funds introduced into Niger for purposes of furnishing assistance hereunder shall be convertible into currency of Niger at the rate providing the largest number of units of such currency per United States dollar, which, at the time the conversion is made, is not unlawful in Niger.

6. The Government of the United States of America and the Government of Niger will establish procedures whereby the Government of Niger will so deposit, segregate, or assure title to all funds allocated to or derived from any program of assistance undertaken hereunder by the Government of the United States of America that

such funds shall not be subject to garnishment, attachment, seizure or other legal process by any person, firm, agency, corporation, organization or government when the Government of Niger is advised by the Government of the United States of America that such legal process would interfere with the attainment of the objectives of the program of assistance hereunder.

7. All or any part of the program of assistance provided herein may, except as may otherwise be provided in arrangements agreed upon pursuant to paragraph 1 hereof, be terminated by either Government if that Government determines that because of changed conditions the continuation of such assistance is unnecessary or undesirable. The termination of such assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered.

I have the honor to propose that, if these understandings are acceptable to the Government of Niger, the present note and Your Excellency's reply note concurring therein shall constitute an Agreement between our two Governments which shall be deemed to have entered into force on May 26, 1961, and which shall remain in force until thirty days after the receipt of either Government of written notification of the intention of the other to terminate it, it being understood, however, that in the event of such termination the provisions hereof shall remain in full force and effect with respect to assistance theretofore furnished.

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

R. BORDEN REAMS

His Excellency  
HAMANI DIORI,  
*President of the Republic of Niger*  
*Niamey.*

*The President of Niger to the American Ambassador*

RÉPUBLIQUE DU NIGER  
PRÉSIDENCE  
LE PRÉSIDENT

NIAMEY, le 26 Mai 1961

Le Président de la République  
du Niger  
à

Monsieur l'AMBASSADEUR DES  
ETATS-UNIS D'AMÉRIQUE  
*Abidjan*

EXCELLENCE,

J'ai l'honneur d'accuser réception de votre note en date de ce jour, portant accord sur l'assistance économique et technique que le Gouvernement des Etats-Unis accorde au Niger et qui stipule:

"Excellence,

"J'ai l'honneur de me référer aux entretiens qui ont eu lieu récemment entre les représentants de nos deux Gouvernements et de vous faire savoir que le Gouvernement des Etats-Unis d'Amérique est prêt à fournir son aide au Gouvernement du Niger dans les domaines économique et technique, ainsi que dans les domaines connexes, conformément aux dispositions indiquées ci-après:

"1. Le Gouvernement des Etats-Unis fournira, dans les domaines économique et technique, ainsi que dans tous domaines connexes, l'aide qui pourrait lui être demandée par les représentants de l'organisme approprié du Gouvernement du Niger et approuvée par les représentants de l'organisme désigné par le Gouvernement des Etats-Unis afin d'assumer les responsabilités qui découleront pour lui du présent accord. L'aide pourrait également être demandée et approuvée par d'autres représentants désignés par le Gouvernement des Etats-Unis et le Gouvernement du Niger. Les lois et règlements régissant la fourniture de cette aide et en vigueur aux Etats-Unis seront appliqués. Ladite aide sera fournie conformément aux arrangements convenus entre les représentants mentionnés ci-dessus.

"2. Le Gouvernement du Niger contribuera dans toute la mesure permise par sa main-d'oeuvre, ses ressources, services, installations et par l'état général de son économie, à la réalisation des objectifs motivant la fourniture de ladite aide; prendra toutes les mesures nécessaires pour assurer l'utilisation efficace de l'aide fournie; coopérera avec le Gouvernement des Etats-Unis pour que les achats soient effectués à des prix et à des conditions raisonnables; permettra aux représentants des Etats-Unis de suivre et d'étudier, sans restriction, les programmes et opérations en voie de réalisation en vertu du présent accord ainsi que toute la documentation s'y rapportant; fournira au Gouvernement des Etats-Unis d'Amérique tous renseignements afférents aux dits programmes et opérations ainsi que

tous autres renseignements qui seraient nécessaires pour fixer la forme et la portée des opérations et pour évaluer l'efficacité de l'aide fournie ou envisagée; il donnera en outre, à l'intention du peuple du Niger, une large publicité aux programmes et opérations exécutés en vertu du présent Accord. En ce qui concerne les programmes d'aide technique effectués sur une base de coopération dans le cadre du présent Accord, le Gouvernement du Niger prendra à sa charge une part équitable des frais encourus du fait de leur exécution; assurera, dans toute la mesure du possible, la pleine coordination et intégration des programmes de cette nature en voie de réalisation au Niger; coopérera en outre avec d'autres nations participant à de tels programmes, en procédant avec elles à des échanges de connaissances et compétences techniques.

"3. Dans tous les cas où des produits ou des services seront fournis à titre de dons, en vertu d'arrangements aux termes desquels certaines sommes reviendront au Gouvernement du Niger du fait de l'importation ou de la vente de ces produits ou services, le Gouvernement du Niger, sauf dispositions contraires établies d'un commun accord par les représentants mentionnés au paragraphe 1, ouvrira en son nom un compte spécial à la Banque Centrale des Etats de l'Afrique de l'Ouest; déposera sans retard à ce compte le montant en monnaie locale équivalent aux sommes mentionnées ci-dessus. Sur notification périodique de la part du Gouvernement des Etats-Unis concernant ses besoins en monnaie locale, il mettra à la disposition de ce Gouvernement, de la manière indiquée par lui, les sommes portées dans les notifications, en les imputant sur tout solde du Compte Spécial. Le Gouvernement du Niger pourra effectuer des prélèvements sur tout solde du Compte Spécial pour la réalisation d'objectifs utiles au Niger et sur lesquels les représentants mentionnés au paragraphe 1 pourraient se mettre d'accord de temps à autre. Tous soldes non engagés et restant inscrits au Compte Spécial à la date où cesserait l'aide au Gouvernement du Niger, prévue par cet Accord, seront utilisés conformément aux dispositions d'un accord convenu entre les représentants mentionnés au paragraphe 1.

"4. Le Gouvernement du Niger donne son accord à l'établissement d'une mission spéciale ainsi qu'à son personnel chargé d'assumer les responsabilités qui incombent au Gouvernement des Etats-Unis conformément au présent Accord; sur notification officielle du Gouvernement des Etats-Unis, il considérera la Mission Spéciale et son personnel comme faisant partie de la représentation diplomatique des Etats-Unis au Niger et ce, dans le but de les faire bénéficier des priviléges et immunités accordés à cette représentation diplomatique et à son personnel de rang équivalent; il coopérera, dans la plus large mesure possible, avec la Mission Spéciale et son personnel, et leur accordera toutes les facilités nécessaires à l'exécution du présent Accord.

"5. Dans le but de s'assurer que le peuple du Niger bénéficie au maximum de l'aide fournie dans le cadre du présent Accord:

a) Les matériaux, équipements, fournitures ou fonds introduits ou acquis au Niger par le Gouvernement des Etats-Unis ou par tout agent contractuel financé par ce Gouvernement, pour la réalisation de tout programme ou projet entrepris dans le cadre du présent Accord, seront exempts de toutes taxes afférentes à la possession ou à la jouissance de biens ainsi que de toutes autres taxes, aussi long-temps que ces matériaux, équipements, fournitures et fonds seront utilisés pour l'exécution des programmes ou projets en question. Les conditions régissant les investissements et les cautionnements, ainsi que les contrôles monétaires en vigueur au Niger ne leur seront pas appliqués. L'importation, l'exportation, l'achat, l'utilisation ou la cession de ces matériaux, équipements, fournitures ou fonds effectués dans le cadre des programmes ou projets ci-dessus mentionnés, seront exempts de tous tarifs, droits de douane, taxes à l'importation et à l'exportation, taxes sur l'achat ou la cession de biens, ainsi que de toutes autres taxes ou de tous autres droits similaires, en vigueur au Niger.

b) Tous les membres du personnel, à l'exception des ressortissants du Niger et des personnes ayant leur domicile au Niger, qu'il s'agisse d'employés du Gouvernement des Etats-Unis d'Amérique ou de ses organismes ou de particuliers ou d'employés d'organisations publiques ou privées ayant un contrat avec le Gouvernement des Etats-Unis d'Amérique ou l'un de ses organismes, avec le Gouvernement du Niger ou l'un de ses organismes, et qui sont au Niger afin d'exécuter des travaux dans le cadre du présent Accord et dont l'entrée dans le pays a été approuvée par le Gouvernement du Niger, seront exonérés des impôts du Niger sur le revenu et de la sécurité sociale, s'il sont redevables sur ces revenus de tels impôts à tout autre Gouvernement. De même, ils seront exonérés des taxes sur l'achat, la possession, l'utilisation ou la cession de biens mobiliers (y compris les automobiles) destinés à leur propre usage. Ces personnes et les membres de leur famille bénéficieront des avantages que le Gouvernement du Niger accorde au personnel diplomatique de l'Ambassade d'Amérique au Niger, relativement aux droits de douane et aux taxes sur l'importation et l'exportation des effets personnels, équipements et fournitures importés au Niger pour leur propre usage, et à tous autres droits et taxes dont ledit personnel est exonéré.

c) Tous fonds introduits au Niger aux fins du présent Accord seront convertibles en monnaie du Niger au taux qui rendra le plus grand nombre d'unités de monnaie du Niger par rapport au dollar des Etats-Unis et qui, à la date de la conversion, ne sera pas illégal au Niger.

"6. Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement du Niger conviendront d'une procédure aux termes de laquelle

le Gouvernement du Niger déposera, mettra de côté ou garantira le titre de tous les fonds affectés ou afférents à tout programme d'aide entrepris en vertu du présent Accord par le Gouvernement des Etats-Unis d'Amérique de telle façon que ces fonds ne puissent faire l'objet de saisie-arrêt, opposition, saisie ou autre action judiciaire intentée par toute personne, maison de commerce, agence, société anonyme, organisation ou tout Gouvernement, lorsque le Gouvernement du Niger aura été avisé par le Gouvernement des Etats-Unis d'Amérique que de telles actions en justice porteraient atteinte aux objectifs du programme d'aide prévu dans le présent Accord.

"7. L'un ou l'autre Gouvernement peut mettre fin en tout ou partie au programme d'aide prévu dans le présent Accord, si ce Gouvernement estime que, en raison du changement des conditions, il n'est pas nécessaire, ni indiqué, de poursuivre ce programme d'aide, à moins de dispositions contraires arrêtées en vertu du paragraphe 1. La cessation d'aide prévue ci-dessus peut inclure l'arrêt des livraisons de produits non encore délivrés et prévus dans le présent Accord.

"J'ai l'honneur de vous proposer que, si les dispositions qui précèdent reçoivent l'agrément du Gouvernement du Niger, la présente note ainsi que votre réponse éventuelle donnant votre accord, constituent entre nos deux Gouvernements un Accord qui sera considéré comme prenant effet à la date du 26 Mai 1961 et qui restera en vigueur jusqu'à l'expiration d'un délai de trente jours, à compter de la réception par l'un des deux Gouvernements, d'une notification écrite de la part de l'autre, indiquant son intention d'y mettre fin, étant toutefois entendu que dans une telle éventualité, les dispositions du présent Accord resteront en vigueur en ce qui concerne l'aide fournie jusqu'à cette date.

"Veuillez agréer, Excellence, les assurances renouvelées de ma très haute considération."

J'ai l'honneur de confirmer à votre Excellence l'accord du Gouvernement du Niger sur le contenu de la susdite note et je saisirai cette occasion pour renouveler à Votre Excellence l'assurance de ma haute considération.

HAMANI DIORI

*Translation*

REPUBLIC OF NIGER  
OFFICE OF THE PRESIDENT  
THE PRESIDENT

NIAMEY, May 26, 1961

The President of the  
Republic of Niger  
to  
THE AMBASSADOR OF THE  
UNITED STATES OF AMERICA  
*Abidjan*

EXCELLENCY:

I have the honor to acknowledge receipt of your note of this date, concerning an agreement on the economic and technical assistance to be granted by the Government of the United States to Niger, which reads as follows.

[For the English language text of the note, see *ante*, p. 858.]

I have the honor to confirm to Your Excellency that the contents of the foregoing note are acceptable to the Government of Niger, and I avail myself of this opportunity to renew to Your Excellency the assurance of my high consideration.

HAMANI DIORI

# UPPER VOLTA

## Economic, Technical and Related Assistance

*Agreement effected by exchange of notes*

*Signed at Ouagadougou June 1, 1961;*

*Entered into force June 1, 1961.*

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*The American Ambassador to the President of the Voltaic Republic*

OUAGADOUGOU, June 1, 1961

**EXCELLENCY:**

I have the honor to refer to recent conversations between representatives of our two Governments and to advise you that the Government of the United States of America will be prepared to furnish to the Government of Upper Volta economic, technical and related assistance in accordance with the understandings set forth below:

1. The Government of the United States of America will furnish such economic, technical and related assistance hereunder as may be requested by representatives of the appropriate agency or agencies of the Government of Upper Volta and approved by representatives of the agency designated by the Government of the United States of America to administer its responsibilities hereunder, or as may be requested and approved by other representatives designated by the Government of the United States of America and the Government of Upper Volta. The furnishing of such assistance shall be subject to applicable United States laws and regulations. It shall be made available in accordance with arrangements agreed upon between the above-mentioned representatives.

2. The Government of Upper Volta will make the full contribution permitted by its manpower, resources, facilities and general economic condition in furtherance of the purposes for which assistance is made available hereunder; will take appropriate steps to assure the effective use of such assistance; will cooperate with the Government of the United States of America to assure that procurement will be at reasonable prices and on reasonable terms; will, without restriction, permit continuous observation and review by United States representatives of programs and operations hereunder, and records pertaining thereto; will provide the Government of the United States of America with full and complete information concerning such programs and operations and other relevant information which the Government of

the United States of America may need to determine the nature and scope of operations and to evaluate the effectiveness of the assistance furnished or contemplated; and will give to the people of Upper Volta full publicity concerning programs and operations hereunder. With respect to cooperative technical assistance programs hereunder, the Government of Upper Volta will also bear a fair share of the costs thereof; will, to the maximum extent possible, seek full coordination and integration of technical cooperation programs being carried on in Upper Volta; and will cooperate with other nations participating in such programs in the mutual exchange of technical knowledge and skills.

3. In any case where commodities or services are furnished on a grant basis under arrangements which will result in the accrual of proceeds to the Government of Upper Volta from the import or sale of such commodities or services, the Government of Upper Volta, except as may otherwise be mutually agreed upon by the representatives referred to in paragraph 1 hereof, will establish in its own name a Special Account in the Banque Centrale des Etats de l'Afrique de l'Ouest (Central Bank of West African States); will deposit promptly in such Special Account the amount of local currency equivalent to such proceeds; and, upon notification from time to time by the Government of the United States of America of its local currency requirements, will make available to the Government of the United States of America, in the manner requested by that Government, out of any balances in the Special Account, such sums as are stated in such notifications to be necessary for such requirements. The Government of Upper Volta may draw upon any remaining balances in the Special Account for such purposes beneficial to Upper Volta as may be agreed upon from time to time by the representatives referred to in paragraph 1 hereof. Any unencumbered balances of funds which remain in the Special Account upon termination of assistance hereunder to the Government of Upper Volta shall be disposed of for such purposes as may be agreed upon by the representatives referred to in paragraph 1 hereof.

4. The Government of Upper Volta will receive a special mission and its personnel, which will discharge the responsibilities of the Government of the United States of America hereunder; upon appropriate notification by the Government of the United States of America will consider this special mission and its personnel as part of the diplomatic mission of the United States of America in Upper Volta for the purpose of enjoying the privileges and immunities accorded to that diplomatic mission and its personnel of comparable rank; and will give full cooperation to the special mission, and its personnel, including the furnishing of facilities necessary for the purpose of carrying out the provisions hereof.

5. In order to assure the maximum benefits to the people of Upper Volta from the assistance to be furnished hereunder:

(a) Any supplies, materials, equipment or funds introduced into or acquired in the Upper Volta by the Government of the United States of America, or any contractor financed by that Government, for purposes of any program or project conducted hereunder shall, while such supplies, materials, equipment or funds are used in connection with such a program or project, be exempt from any taxes on ownership or use of property, and any other taxes, investment or deposit requirements and currency controls in Upper Volta, and the import, export, purchase, use or disposition of any such supplies, materials, equipment or funds in connection with such a program or project shall be exempt from any tariffs, customs duties, import and export taxes, taxes on purchase or disposition of property, and any other taxes or similar charges in Upper Volta.

(b) All personnel, except citizens and permanent residents of Upper Volta, whether employees of the Government of the United States of America, or its agencies or individuals under contract with, or employees of public or private organizations under contract with the Government of the United States of America or the Government of Upper Volta, or any agencies of either the Government of the United States of America or the Government of Upper Volta who are present in Upper Volta to perform work in connection herewith and whose entrance into the country has been approved by the Government of Upper Volta, shall be exempt from income and social security taxes levied under the laws of Upper Volta with respect to income upon which they are obligated to pay income or social security taxes to any other Government and from taxes on the purchase, ownership, use or disposition of personal movable property (including automobiles) intended for their own use. Such personnel and members of their families shall receive the same treatment with respect to the payment of customs and import and export duties on personal effects, equipment and supplies imported into Upper Volta for their own use, and with respect to other duties and fees, as is accorded by the Government of Upper Volta to diplomatic personnel of the Embassy of the United States of America in Upper Volta.

(c) Funds introduced into Upper Volta for purposes of furnishing assistance hereunder shall be convertible into currency of Upper Volta at the rate providing the largest number of units of such currency per United States dollar, which, at the time the conversion is made, is not unlawful in Upper Volta.

6. The Government of the United States of America and the Government of Upper Volta will establish procedures whereby the Government of Upper Volta will so deposit, segregate, or assure

title to all funds allocated to or derived from any program of assistance undertaken hereunder by the Government of the United States of America that such funds shall not be subject to garnishment, attachment, seizure or other legal process by any person, firm, agency, corporation, organization or government when the Government of Upper Volta is advised by the Government of the United States of America that such legal process would interfere with the attainment of the objectives of the program of assistance hereunder.

7. All or any part of the program of assistance provided herein may, except as may otherwise be provided in arrangements agreed upon pursuant to paragraph 1 hereof, be terminated by either Government if that Government determines that because of changed conditions the continuation of such assistance is unnecessary or undesirable. The termination of such assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered.

I have the honor to propose that, if these understandings are acceptable to the Government of Upper Volta, the present note and Your Excellency's reply note concurring therein shall constitute an Agreement between our two Governments which shall be deemed to have entered into force on June 1, 1961, and which shall remain in force until thirty days after the receipt of either Government of written notification of the intention of the other to terminate it, it being understood, however, that in the event of such termination the provisions hereof shall remain in full force and effect with respect to assistance theretofore furnished.

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

R. BORDEN REAMS

His Excellency

MAURICE YAMEOGO,

*President of the Voltaic Republic,  
Ouagadougou.*

*The President of the Voltaic Republic to the American Ambassador*

RÉPUBLIQUE DE HAUTE-VOLTA  
PRÉSIDENCE  
LE PRÉSIDENT

OUGADOUGOU, le 1er Juin 1961

Le Président de la République  
de la Haute-Volta

à

Monsieur l'AMBASSADEUR DES  
ETATS-UNIS D'AMÉRIQUE  
*Abidjan*

EXCELLENCE,

J'ai l'honneur d'accuser réception de votre note en date de ce jour, portant accord sur l'assistance économique et technique que le Gouvernement des Etats-Unis accorde à la Haute-Volta et qui stipule:

"Excellence,

"J'ai l'honneur de me référer aux entretiens qui ont eu lieu récemment entre les représentants de nos deux Gouvernements et de vous faire savoir que le Gouvernement des Etats-Unis d'Amérique est prêt à fournir son aide au Gouvernement de la Haute-Volta dans les domaines économique et technique, ainsi que dans les domaines connexes, conformément aux dispositions indiquées ci-après:

"1. Le Gouvernement des Etats-Unis fournira, dans les domaines économique et technique, ainsi que dans tous domaines connexes, l'aide qui pourrait lui être demandée par les représentants de l'organisme approprié du Gouvernement de la Haute-Volta et approuvée par les représentants de l'organisme désigné par le Gouvernement des Etats-Unis afin d'assumer les responsabilités qui découleront pour lui du présent accord. L'aide pourrait également être demandée et approuvée par d'autres représentants désignés par le Gouvernement des Etats-Unis et le Gouvernement de la Haute-Volta. Les lois et règlements régissant la fourniture de cette aide et en vigueur aux Etats-Unis seront appliqués. Ladite aide sera fournie conformément aux arrangements convenus entre les représentants mentionnés ci-dessus.

"2. Le Gouvernement de la Haute-Volta contribuera dans toute la mesure permise par sa main-d'oeuvre, ses ressources, services, installations et par l'état général de son économie, à la réalisation des objectifs motivant la fourniture de ladite aide; prendra toutes les mesures nécessaires pour assurer l'utilisation efficace de l'aide fournie; coopérera avec le Gouvernement des Etats-Unis pour que les achats soient effectués à des prix et à des conditions raisonnables; permettra aux représentants des Etats-Unis de suivre et d'étudier, sans restriction, les programmes et opérations en voie de réalisation en vertu du

présent accord ainsi que toute la documentation s'y rapportant; fournira au Gouvernement des Etats-Unis d'Amérique tous renseignements afférents aux dits programmes et opérations ainsi que tous autres renseignements qui seraient nécessaires pour fixer la forme et la portée des opérations et pour évaluer l'efficacité de l'aide fournie ou envisagée; il donnera en outre, à l'intention du peuple de la Haute-Volta, une large publicité aux programmes et opérations exécutés en vertu du présent Accord. En ce qui concerne les programmes d'aide technique effectués sur une base de coopération dans le cadre du présent Accord, le Gouvernement de la Haute-Volta prendra à sa charge une part équitable des frais encourus du fait de leur exécution; assurera, dans toute la mesure du possible, la pleine coordination et intégration des programmes de cette nature en voie de réalisation en Haute-Volta; coopérera en outre avec d'autres nations participant à de tels programmes, en procédant avec elles à des échanges de connaissances et compétences techniques.

"3. Dans tous les cas où des produits ou des services seront fournis à titre de dons, en vertu d'arrangements aux termes desquels certaines sommes reviendront au Gouvernement de la Haute-Volta du fait de l'importation ou de la vente de ces produits ou services, le Gouvernement de la Haute-Volta, sauf dispositions contraires établies d'un commun accord par les représentants mentionnés au paragraphe 1, ouvrira en son nom un compte spécial à la Banque Centrale des Etats de l'Afrique de l'Ouest; déposera sans retard à ce compte le montant en monnaie locale équivalent aux sommes mentionnées ci-dessus. Sur notification périodique de la part du Gouvernement des Etats-Unis concernant ses besoins en monnaie locale, il mettra à la disposition de ce Gouvernement, de la manière indiquée par lui, les sommes portées dans les notifications, en les imputant sur tout solde du Compte Spécial. Le Gouvernement de la Haute-Volta pourra effectuer des prélèvements sur tout solde du Compte Spécial pour la réalisation d'objectifs utiles à la Haute-Volta et sur lesquels les représentants mentionnés au paragraphe 1 pourraient se mettre d'accord de temps à autre. Tous soldes non engagés et restant inscrits au Compte Spécial à la date où cesserait l'aide au Gouvernement de la Haute-Volta, prévue par cet Accord, seront utilisés conformément aux dispositions d'un accord convenu entre les représentants mentionnés au paragraphe 1.

"4. Le Gouvernement de la Haute-Volta donne son accord à l'établissement d'une mission spéciale ainsi qu'à son personnel chargé d'assumer les responsabilités qui incombe au Gouvernement des Etats-Unis conformément au présent Accord; sur notification officielle du Gouvernement des Etats-Unis, il considérera la Mission Spéciale et son personnel comme faisant partie de la représentation diplomatique des Etats-Unis en Haute-Volta et ce, dans le but de les faire bénéficier des priviléges et immunités accordés à cette représentation diplomatique et à son personnel de rang équivalent; il coopérera,

dans la plus large mesure possible, avec la Mission Spéciale et son personnel, et leur accordera toutes les facilités nécessaires à l'exécution du présent Accord.

"5. Dans le but de s'assurer que le peuple de la Haute-Volta bénéficie au maximum de l'aide fournie dans le cadre du présent Accord:

a) Les matériaux, équipements, fournitures ou fonds introduits ou acquis à la Haute-Volta par le Gouvernement des Etats-Unis ou par tout agent contractuel financé par ce Gouvernement, pour la réalisation de tout programme ou projet entrepris dans le cadre du présent Accord, seront exempts de toutes taxes afférentes à la possession ou à la jouissance de biens ainsi que de toutes autres taxes, aussi longtemps que ces matériaux, équipements, fournitures et fonds seront utilisés pour l'exécution des programmes ou projets en question. Les conditions régissant les investissements et les cautionnements, ainsi que les contrôles monétaires en vigueur en Haute-Volta ne leur seront pas appliqués. L'importation, l'exportation, l'achat, l'utilisation ou la cession de ces matériaux, équipements, fournitures ou fonds effectués dans le cadre des programmes ou projets ci-dessus mentionnés, seront exempts de tous tarifs, droits de douane, taxes à l'importation et à l'exportation, taxes sur l'achat ou la cession de biens, ainsi que de toutes autres taxes ou de tous autres droits similaires, en vigueur en Haute-Volta.

b) Tous les membres du personnel, à l'exception des ressortissants de la Haute-Volta et des personnes ayant leur domicile en Haute-Volta, qu'il s'agisse d'employés du Gouvernement des Etats-Unis d'Amérique ou de ses organismes ou de particuliers ou d'employés d'organisations publiques ou privées ayant un contrat avec le Gouvernement des Etats-Unis d'Amérique ou l'un de ses organismes, avec le Gouvernement de la Haute-Volta ou l'un de ses organismes qui sont en Haute-Volta afin d'exécuter des travaux dans le cadre du présent Accord et dont l'entrée dans le pays a été approuvée par le Gouvernement de la Haute-Volta, seront exonérés des impôts de la Haute-Volta sur le revenu et de la sécurité sociale, s'ils sont redevables sur ces revenus de tels impôts à tout autre Gouvernement. De même, ils seront exonérés des taxes sur l'achat, la possession, l'utilisation ou la cession de biens mobiliers (y compris les automobiles) destinés à leur propre usage. Ces personnes et les membres de leur famille bénéficieront des avantages que le Gouvernement de la Haute-Volta accorde au personnel diplomatique de l'Ambassade d'Amérique en Haute-Volta, relativement aux droits de douane et aux taxes sur l'importation et l'exportation des effets personnels, équipements et fournitures importés à la Haute-Volta pour leur propre usage, et à tous autres droits et taxes dont ledit personnel est exonéré.

c) Tous fonds introduits en Haute-Volta aux fins du présent Accord seront convertibles en monnaie de la Haute-Volta au taux qui rendra le plus grand nombre d'unités de monnaie de la Haute-Volta par rapport au dollar des Etats-Unis et qui, à la date de la conversion, ne sera pas illégal en Haute-Volta.

“6. Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la Haute-Volta conviendront d'une procédure aux termes de laquelle le Gouvernement de la Haute-Volta déposera, mettra de côté ou garantira le titre de tous les fonds affectés ou afférents à tout programme d'aide entrepris en vertu du présent Accord par le Gouvernement des Etats-Unis d'Amérique de telle façon que ces fonds ne puissent faire l'objet de saisie-arrest, opposition, saisie ou autre action judiciaire intentée par toute personne, maison de commerce, agence, société anonyme, organisation ou tout Gouvernement, lorsque le Gouvernement de la Haute-Volta aura été avisé par le Gouvernement des Etats-Unis d'Amérique que de telles actions en justice porteraient atteinte aux objectifs du programme d'aide prévu dans le présent Accord.

“7. L'un ou l'autre Gouvernement peut mettre fin en tout ou partie au programme d'aide prévu dans le présent Accord, si ce Gouvernement estime que, en raison du changement des conditions, il n'est pas nécessaire, ni indiqué, de poursuivre ce programme d'aide, à moins de dispositions contraires arrêtées en vertu du paragraphe 1. La cession [¹] d'aide prévue ci-dessus peut inclure l'arrêt des livraisons de produits non encore délivrés et prévus dans le présent Accord.

“J'ai l'honneur de vous proposer que, si les dispositions qui précèdent reçoivent l'agrément du Gouvernement de la Haute-Volta, la présente note ainsi que votre réponse éventuelle donnant votre accord constituent entre nos deux Gouvernements un Accord qui sera considéré comme prenant effet à la date du 1er Juin 1961 et qui restera en vigueur jusqu'à l'expiration d'un délai de trente jours à compter de la réception par l'un des deux Gouvernements d'une notification écrite de la part de l'autre indiquant son intention d'y mettre fin, étant toutefois entendu que dans une telle éventualité les dispositions du présent Accord resteront en vigueur en ce qui concerne l'aide fournie jusqu'à cette date.

“Veuillez agréer, Excellence, les assurances renouvelées de ma très haute considération.”

J'ai l'honneur de confirmer à votre Excellence l'accord du Gouvernement de la Haute-Volta sur le contenu de la susdite note et saisis cette occasion pour renouveler à votre Excellence l'assurance de ma haute considération.

M YAMÈOGO

[SEAL]

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<sup>1</sup> Should read “cessation”.

*Translation*

REPUBLIC OF UPPER VOLTA  
OFFICE OF THE PRESIDENT  
THE PRESIDENT

OUAGADOUGOU, June 1, 1961

The President of the  
Republic of Upper Volta  
to  
THE AMBASSADOR OF THE  
UNITED STATES OF AMERICA  
*Abidjan*

EXCELLENCY:

I have the honor to acknowledge receipt of your note of this date concerning an agreement on the economic and technical assistance to be granted by the Government of the United States to Upper Volta, which reads as follows:

[For the English language text of the note, see *ante*, p. 867.]

I have the honor to confirm to Your Excellency that the contents of the foregoing note are acceptable to the Government of Upper Volta, and I avail myself of this opportunity to renew to Your Excellency the assurance of my high consideration.

M YAMÈOGO

[SEAL]

# LIBERIA

## Military Equipment, Materials, and Services

*Agreement effected by exchange of notes  
Signed at Monrovia May 23 and June 17, 1961;  
Entered into force June 17, 1961.*

*The American Ambassador to the Liberian Secretary of State*

No. 9

MONROVIA, May 23, 1961.

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two Governments, as a result of which the Government of the United States has agreed to make available to the Government of Liberia such military assistance as the Government of Liberia may request and the Government of the United States may authorize in accordance with such terms and conditions as may be agreed upon.

It is the understanding of the Government of the United States that the Government of Liberia is prepared to accept the following undertakings:

1. The Government of Liberia agrees to use any equipment, materials, and services furnished under this agreement to foster international peace and security within the framework of the Charter of the United Nations,<sup>[1]</sup> through measures which will further the ability of nations dedicated to the principles and purposes of the Charter to participate effectively in arrangements for individual and collective self-defense in support of these purposes and principles. The Government of Liberia further agrees to furnish, as may be mutually agreed hereafter, equipment and materials, services, or other assistance, consistent with the Charter of the United Nations, to the United States or to and among other nations, whose increased ability to defend themselves against aggression is considered by the Governments of the United States and Liberia to be in their mutual interest.

2. The Government of Liberia assures the Government of the United States that such equipment, materials, or services as may be acquired from the United States under this agreement are required for and will be used solely to maintain its internal security, its

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<sup>[1]</sup> TS 993; 59 Stat. 1031.

legitimate self-defense, or to permit it to participate in United Nations collective security arrangements and measures, and that it will not undertake any act of aggression against any other state.

3. The Government of Liberia will not relinquish title to or possession of any equipment and materials, information or services furnished under this agreement without the consent of the Government of the United States.

4. The Government of Liberia will protect the security of any article, service or information furnished under this agreement.

5. The Government of Liberia also understands that the Government of the United States necessarily retains the privilege of diverting items of equipment or of not completing services undertaken, if such action is dictated by considerations of national interest.

6. The Government of Liberia will offer for return to the Government of the United States any equipment, materials, or services furnished by the Government of the United States hereunder which are no longer required for the purposes for which they were originally made.

I have the honor to propose that, if these undertakings are acceptable to Your Excellency's Government, 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 note.

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

ELBERT G. MATHEWS

His Excellency

J. RUDOLPH GRIMES,  
*Secretary of State of the Republic  
of Liberia,  
Monrovia.*

*The Liberian Secretary of State to the American Ambassador*

DEPARTMENT OF STATE  
MONROVIA, LIBERIA.  
17 June 1961

9489/DF

MR. AMBASSADOR:

I have the honour to acknowledge receipt of your letter No. 9 of 23 May 1961, which reads:

"I have the honour to refer to recent conversations between representatives of our two Governments, as a result of which the Govern-

ment of the United States has agreed to make available to the Government of Liberia such military assistance as the Government of Liberia may request and the Government of the United States may authorize in accordance with such terms and conditions as may be agreed upon.

1. The Government of Liberia agrees to use any equipment, materials and services furnished under this agreement to foster international peace and security within the framework of the Charter of the United Nations, through measures which will further the ability of nations dedicated to the principles and purposes of the Charter to participate effectively in arrangements for individual and collective self-defense in support of these purposes and principles. The Government of Liberia further agrees to furnish, as may be mutually agreed hereafter, equipment and materials, services, or other assistances, consistent with the Charter of the United Nations, to the United States or to and among other nations, whose increased ability to defend themselves against aggression is considered by the Governments of the United States and Liberia to be in their mutual interest.

2. The Government of Liberia assures the Government of the United States that such equipment, materials, or services as may be acquired from the United States under this agreement are required for and will be used solely to maintain its internal security, its legitimate self-defense, or to permit it to participate in United Nations collective security arrangements and measures, and that it will not undertake any act of aggression against any other state.

3. The Government of Liberia will not relinquish title to or possession of any equipment and materials, information or services furnished under this agreement without the consent of the Government of the United States.

4. The Government of Liberia will protect the security of any article, service or information furnished under this agreement.

5. The Government of Liberia also understands that the Government of the United States necessarily retains the privilege of diverting items of equipment or of not completing services undertaken, if such action is dictated by considerations of national interest.

6. The Government of Liberia will offer for return to the Government of the United States any equipment, materials, or services furnished by the Government of the United States hereunder which are no longer required for the purposes for which they were originally made."

I wish to advise that the above-outlined undertakings are acceptable to the Liberian Government.

The Liberian Government also accepts the proposal that your note and this reply shall constitute an agreement between the United States and the Liberian Government, and that the agreement enters into force on the date of this letter.

Please accept, Mr. Ambassador, the assurances of my high esteem and consideration.

J. RUDOLPH GRIMES

J. Rudolph Grimes,  
*Secretary of State*

His Excellency ELBERT G. MATHEWS,  
*Ambassador Extraordinary & Plenipotentiary,*  
*Embassy of the United States of America,*  
*Monrovia.*

# NEW ZEALAND

## Air Transport Services

*Agreement amending the agreement of December 30, 1960 supplementing the agreement of December 3, 1946.*

*Effectuated by exchange of notes*

*Signed at Washington June 30, 1961;*

*Entered into force June 30, 1961.*

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*The Secretary of State to the Ambassador of New Zealand*

DEPARTMENT OF STATE

WASHINGTON

*June 30, 1961*

EXCELLENCY:

I have the honor to refer to the notes exchanged in Washington on December 30, 1960<sup>[1]</sup> constituting an agreement supplementing the Air Transport Services Agreement of December 3, 1946<sup>[2]</sup> between the Government of the United States of America and the Government of New Zealand.

Under this supplementary agreement rights were established on a temporary basis for international air transportation of passengers, cargo and mail between points on the following routes:

- (a) For the airline designated by the Government of the United States of America, a route from the United States, via American Samoa and the Fiji Islands, to Auckland;
- (b) For the airline designated by the Government of New Zealand, a route from New Zealand via the Fiji Islands to American Samoa, and beyond to the Cook Islands (optional) and the Society Islands.

This agreement was to terminate on the expiration of a period of six months or on the date of conclusion of negotiations for the revision of the existing Air Transport Services Agreement, whichever was the earlier.

It is now proposed that, unless otherwise agreed between the two Governments, the supplementary agreement of December 30, 1960

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<sup>1</sup> TIAS 4645; 11 UST 2563.

<sup>2</sup> TIAS 1573; 61 Stat., pt. 3, p. 2453.

shall terminate on June 30, 1962. If this proposal is acceptable to the Government of New Zealand, it is suggested that, as of the date of your reply to that effect, the supplementary agreement be regarded as having been amended accordingly.

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

For the Secretary of State:

EDWIN M. MARTIN

His Excellency

G. R. LAKING,

*Ambassador of New Zealand.*

*The Ambassador of New Zealand to the Secretary of State*

NEW ZEALAND EMBASSY

WASHINGTON 8, D.C.

30 June 1961

SIR,

I have the honour to acknowledge the receipt of your letter of 30 June 1961 reading as follows:

"I have the honour to refer to the notes exchanged in Washington on December 30, 1960 constituting an agreement supplementing the Air Transport Services Agreement of December 3, 1946 between the Government of the United States of America and the Government of New Zealand.

Under this supplementary agreement rights were established on a temporary basis for international air transportation of passengers, cargo and mail between points on the following routes:

- (a) For the airline designated by the Government of the United States of America, a route from the United States, via American Samoa and the Fiji Islands, to Auckland;
- (b) For the airline designated by the Government of New Zealand, a route from New Zealand via the Fiji Islands to American Samoa, and beyond to the Cook Islands (optional) and the Society Islands.

This agreement was to terminate on the expiration of a period of six months or on the date of conclusion of negotiations for the revision of the existing Air Transport Services Agreement, whichever was the earlier.

It is now proposed that, unless otherwise agreed between the two Governments, the supplementary agreement of December 30, 1960 shall terminate on June 30, 1962. If this proposal is acceptable

to the Government of New Zealand, it is suggested that, as of the date of your reply to that effect, the supplementary agreement be regarded as having been amended accordingly."

I have pleasure in confirming that the proposal contained in your letter is acceptable to the Government of New Zealand, and that, as of today's date, the supplementary agreement shall be regarded as having been amended accordingly.

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

G. R. LAKING  
*Ambassador*

THE SECRETARY OF STATE,  
*Department of State,*  
*Washington, D.C.*

# UNITED ARAB REPUBLIC

## Surplus Agricultural Commodities [<sup>1</sup>]

*Agreement amending the agreement of August 1, 1960, as amended.*

*Effectuated by exchange of notes*

*Signed at Cairo June 24, 1961;*

*Entered into force June 24, 1961.*

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*The American Chargé d'Affaires ad interim to the Minister of  
Economy of the United Arab Republic*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
Cairo, June 24, 1961.

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement of August 1, 1960, as amended January 16, 1961, February 13, 1961 and May 27, 1961,[<sup>2</sup>] between the Government of the United States of America and the Government of the United Arab Republic.

The Government of the United States of America, in response to a request from the Government of the United Arab Republic, proposes further to amend Article I of the agreement by adding the commodity "Corn" in the amount of "\$2.4 million"; by increasing the amount for cottonseed and/or soybean oil to "\$5.0 million"; by increasing the amount for ocean transportation to "\$8.7 million"; and by increasing the total amount to "\$79.8 million".

It is also proposed that in the interest of simplifying administrative procedures involved in the use of funds accruing from sales of the agricultural commodities provided under the terms of the Agreement, as amended, Article II of the Agreement be changed as follows:

1. In paragraph 1(A) change "the Egyptian pound equivalent of \$15.1 million" to "20 percent of the Egyptian pounds accruing pursuant to this Agreement".

2. In paragraph 1(B) change "the Egyptian pound equivalent of \$11.4 million" to "15 percent of the Egyptian pounds accruing pursuant to this Agreement".

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<sup>1</sup> Also TIAS 4844; *post*, p. 1240.

<sup>2</sup> TIAS 4542, 4674, 4684, 4762; 11 UST 1931; *ante*, pp. 56, 127, 628.

3. In paragraph 1(C) change "the Egyptian pound equivalent of not more than \$37.9 million" to "50 percent of the Egyptian pounds accruing pursuant to this Agreement" and delete the final sentence of the paragraph.

4. In paragraph 1(D) change "the Egyptian pound equivalent of \$11.4 million" to "15 percent of the Egyptian pounds accruing pursuant to this Agreement".

5. Delete paragraph 2 as it exists and substitute therefor a new paragraph 2 to read as follows: "In the event that agreement is not reached on the use of the Egyptian pounds for loan purposes within three years from August 1, 1960, the date of the original Agreement, or for grant purposes within three years from the date of the amendment providing for grant funds, the Government of the United States of America may in either case use the Egyptian pounds for any purpose authorized by Section 104 of the Act."<sup>[1]</sup>

Finally it is proposed to amend the related notes exchanged August 1, 1960, as amended January 16, 1961 and May 27, 1961, by adding the following sentence at the end of the paragraph referring to the import requirement for wheat: "My Government also agrees that the United Arab Republic (Southern Region) will procure and import between July 1, 1961 and June 30, 1962, with its own resources, at least 20,000 metric tons of feedgrains from the United States of America and countries friendly to it. This quantity of feedgrains will be additional to imports chargeable to the usual marketing requirement related to the provision of corn in the amendment of March 26, 1960<sup>[2]</sup> to the Agricultural Commodities Agreement of July 29, 1959."<sup>[3]</sup>

Except as provided herein, the provisions of the Agreement of August 1, 1960, as amended, shall remain unchanged.

If the foregoing is acceptable to Your Excellency's Government, it is proposed that this note together with Your Excellency's affirmative reply shall constitute an Agreement between our two Governments on this matter to enter into force on the date of Your Excellency's note in reply.

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

NORBERT L. ANSCHUETZ

His Excellency

ABDEL MONEIM EL-KAISOUNI,  
*Minister of Economy*  
*of the United Arab Republic,*  
*Cairo.*

<sup>1</sup> 68 Stat. 456; 7 U.S.C. § 1704.

<sup>2</sup> TIAS 4448; 11 UST 287.

<sup>3</sup> TIAS 4283; 10 UST 1386.

*The Minister of Economy of the United Arab Republic to the  
American Chargé d'Affaires ad interim*

UNITED ARAB REPUBLIC  
CENTRAL MINISTRY OF ECONOMY  
OFFICE OF THE MINISTER

CAIRO, June 24, 1961.

**EXCELLENCY:**

I have the honor to acknowledge the receipt of your note of June 24, 1961 which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement of August 1, 1960, as amended January 16, 1961, February 13, 1961 and May 27, 1961, between the Government of the United States of America and the Government of the United Arab Republic.

"The Government of the United States of America, in response to a request from the Government of the United Arab Republic, proposes further to amend Article I of the agreement by adding the commodity "Corn" in the amount of "\$2.4 million"; by increasing the amount for cottonseed and/or soybean oil to "\$5.0 million"; by increasing the amount for ocean transportation to "\$8.7 million"; and by increasing the total amount to "\$79.8 million".

"It is also proposed that in the interest of simplifying administrative procedures involved in the use of funds accruing from sales of the agricultural commodities provided under the terms of the Agreement, as amended, Article II of the Agreement be changed as follows:

"1. In paragraph 1(A) change "the Egyptian pound equivalent of \$15.1 million" to "20 percent of the Egyptian pounds accruing pursuant to this Agreement".

"2. In paragraph 1(B) change "the Egyptian pound equivalent of \$11.4 million" to "15 percent of the Egyptian pounds accruing pursuant to this Agreement".

"3. In paragraph 1(C) change "the Egyptian pound equivalent of not more than \$37.9 million" to "50 percent of the Egyptian pounds accruing pursuant to this Agreement" and delete the final sentence of the paragraph.

"4. In paragraph 1(D) change "the Egyptian pound equivalent of "11.4 million" to "15 percent of the Egyptian pounds accruing pursuant to this Agreement".

"5. Delete paragraph 2 as it exists and substitute therefor a new paragraph 2 to read as follows: "In the event that agreement is not reached on the use of the Egyptian pounds for loan purposes within three years from August 1, 1960, the date of the original Agreement, or for grant purposes within three years from the date of the amendment providing for grant funds, the Government of the United States of America may in either case use the Egyptian pounds for any purpose authorized by Section 104 of the Act.

"Finally it is proposed to amend the related notes exchanged August 1, 1960, as amended January 16, 1961 and May 27, 1961, by adding the following sentence at the end of the paragraph referring to the import requirement for wheat: "My Government also agrees that the United Arab Republic (Southern Region) will procure and import between July 1, 1961 and June 30, 1962, with its own resources, at least 20,000 metric tons of feedgrains from the United States of America and countries friendly to it. This quantity of feedgrains will be additional to imports chargeable to the usual marketing requirement related to the provision of corn in the amendment of March 26, 1960 to the Agricultural Commodities Agreement of July 29, 1959.

"Except as provided herein, the provisions of the Agreement of August 1, 1960, as amended, shall remain unchanged.

"If the foregoing is acceptable to Your Excellency's Government, it is proposed that this note together with Your Excellency's affirmative reply shall constitute an Agreement between our two Governments on this matter to enter into force on the date of Your Excellency's note in reply."

I have the honor to inform Your Excellency that the terms of the foregoing note are acceptable to the Government of the United Arab Republic and that the Government of the United Arab Republic considers Your Excellency's note and the present reply as constituting an agreement between our two Governments on this subject, the agreement to enter into force on today's date.

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

A KAISSEOUNI

His Excellency

NORBERT L. ANSCHUETZ

*Charge d'Affaires ad interim  
of the United States of America,  
Cairo.*

# ECUADOR

## Economic Assistance

*Agreement effected by exchange of notes  
Signed at Quito June 7 and 17, 1961;  
Entered into force June 17, 1961.*

*The American Ambassador to the Ecuadorean Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
No. 445

Quito, June 7, 1961

### EXCELLENCY:

I have the honor to refer to the conversations which have recently taken place between representatives of our two Governments relating to the request by the Government of Ecuador for economic assistance from the Government of the United States of America.

The Government of the United States of America agrees to provide economic assistance to the Government of Ecuador in accordance with written arrangements to be entered into by appropriate agencies of the two governments. Articles II, III and IV of the General Agreement for Technical Cooperation between the Government of the United States of America and the Government of Ecuador, which entered into force on May 3, 1951, as amended,<sup>1</sup>] shall apply to all such assistance and arrangements and shall be deemed to refer equally to assistance furnished hereunder. The above-mentioned arrangements shall include, as appropriate, the standard provisions contained in project agreements entered into pursuant to said Agreement.

The Government of Ecuador will consider any mission and its personnel in Ecuador to discharge the responsibilities of the Government of the United States of America hereunder as part of the diplomatic mission of the United States of America in Ecuador for the purposes of enjoying the privileges and immunities accorded to that diplomatic mission and its personnel.

Upon receipt of a note from Your Excellency indicating that the provisions hereof are acceptable to the Government of Ecuador, the Government of the United States of America will consider that this note and your reply constitute an agreement between the two Governments which shall enter into force on the date of your note.

<sup>1</sup> TIAS 2249, 2632; 2 UST 955; 3 UST, pt. 4, p. 4720.

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

MAURICE M. BERNBAUM

His Excellency

Dr. WILSON VELA HERVAS,  
*Minister of Foreign Affairs.*

*The Ecuadorean Minister of Foreign Affairs to the American Ambassador*

REPUBLICA DEL ECUADOR  
MINISTERIO DE RELACIONES EXTERIORES

No. 613/ 6 -DAO-T.

QUITO, a 17 de junio de 1961.

SEÑOR EMBAJADOR:

Tengo a honra expresar a Vuestra Excelencia que obra en poder de este Ministerio la nota de esa Embajada número 445, de fecha 7 del mes en curso, concerniente a las conversaciones últimamente celebradas por representantes de nuestros dos Gobiernos en torno a la solicitud planteada por el Gobierno del Ecuador para obtener asistencia técnica y económica de los Estados Unidos de América, y cuyo tenor dice así:

"Quito, a 7 de junio de 1961.- No. 445.- Excelencia: Tengo a honra referirme a las conversaciones que recientemente han tenido lugar entre representantes de nuestros dos Gobiernos relativas a la solicitud del Gobierno para obtener asistencia técnica del Gobierno de los Estados Unidos de América.

El Gobierno de los Estados Unidos de América acepta suministrar asistencia económica al Gobierno del Ecuador, de conformidad con convenios escritos que serán puestos en vigor por los organismos apropiados de los dos Gobiernos. Los Artículos II, III y IV del Convenio General de Cooperación Técnica entre el Gobierno de los Estados Unidos de América y el Gobierno del Ecuador, que entraron en vigor el 3 de Mayo de 1951, enmendados, se aplicarán a todos los arreglos y asistencia mencionados, y se referirán igualmente a la asistencia que se suministra en esta virtud. Los arreglos antes mencionados incluirán las disposiciones uniformes contenidas en proyectos de convenio celebrados de conformidad con el mencionado Convenio.

El Gobierno del Ecuador considerará que de cualquier misión y su personal en el Ecuador el Gobierno de los Estados Unidos de América no tendrá responsabilidad como parte de la misión diplomática de los Estados Unidos de América en el Ecuador con el fin de gozar de los privilegios e inmunidades concedidos a esa misión diplomática y su personal.

Al recibir una nota de Su Excelencia indicando que las disposiciones de ésta son aceptables para el Gobierno del Ecuador, el Gobierno de los Estados Unidos de América considerará que esta nota

y su respuesta constituyen un convenio entre los dos Gobiernos que entrarán en vigor en la fecha de su nota.

Acepte, Excelencia, las reiteradas seguridades de mi más alta consideración".

En respuesta, tengo a honra manifestar a Vuestra Excelencia que mi Gobierno, seguro de que esta negociación habrá de contribuir aún más a la cooperación económica entre ambos países, concuerda con los términos de la comunicación transcrita, y que, en consecuencia, conviene en que el presente canje de notas sea considerado como constitutivo de un Acuerdo sobre la materia entre el Ecuador y los Estados Unidos de América.

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

WILSON VELA H.

Al Excelentísimo

Señor Don MAURICE MARSHALL BERNBAUM,  
*Embajador Extraordinario y Plenipotenciario  
de los Estados Unidos de América.*

*Translation*

REPUBLIC OF ECUADOR  
MINISTRY OF FOREIGN AFFAIRS

No. 613/6-DAO-T

QUITO, June 17, 1961

MR. AMBASSADOR:

I have the honor to inform Your Excellency that this Ministry has your Embassy's note No. 445 dated the 7th of this month on the conversations recently held by representatives of our two Governments concerning the request submitted by the Government of Ecuador for technical and economic assistance from the United States of America, the tenor of which is as follows:

[For the English language text of the note, see *ante*, p. 887.]

In reply, I have the honor to inform Your Excellency that my Government, confident that these negotiations will contribute still further to economic cooperation between the two countries, accepts the terms of the communication transcribed, and that, consequently, it agrees that the present exchange of notes shall be considered as constituting an agreement between Ecuador and the United States of America on the matter.

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

WILSON VELA H.

His Excellency

MAURICE MARSHALL BERNBAUM,  
*Ambassador Extraordinary and Plenipotentiary  
of the United States of America.*

# CYPRUS

## Technical Cooperation

*Agreement signed at Nicosia, June 29, 1961;  
Entered into force June 29, 1961.*

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### GENERAL AGREEMENT FOR TECHNICAL COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF CYPRUS

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THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF CYPRUS,

In order to provide the basis for cooperation in the interchange of technical knowledge and skills and in related activities designed to contribute primarily to the balanced and integrated development of the economic resources and the productive capacities of Cyprus,

Have agreed as follows:

#### ARTICLE I

The Government of the United States of America will furnish such technical assistance hereunder as may be requested by representatives of the agency designated by the Government of Cyprus to cooperate in the planning and implementation of such assistance and approved by representatives of the agency designated by the Government of the United States of America to administer its responsibilities hereunder, or as may be requested and approved by other representatives designated by the Government of the United States of America and the Government of Cyprus. The furnishing of such assistance shall be subject to the applicable laws and regulations of the Government of the United States of America. It shall be made available in accordance with written arrangements agreed upon between the above-mentioned representatives.

#### ARTICLE II

The Government of Cyprus will make the full contribution permitted by its manpower, resources, facilities and general economic condition in furtherance of the purposes for which assistance is made available hereunder; will take appropriate steps to insure the effec-

tive use of such assistance; will cooperate with the Government of the United States of America to assure that procurement will be at reasonable prices and on reasonable terms; will permit observation and review of assistance furnished under this agreement; will provide the Government of the United States of America with full and complete information concerning programs and operations hereunder and other relevant information which it may need to evaluate the effectiveness of the assistance furnished or contemplated hereunder; will give to the people of Cyprus full publicity concerning programs and operations hereunder; will bear a fair share of the costs of programs and operations hereunder; will, to the maximum extent possible, seek full coordination and integration of technical cooperation programs being carried on in Cyprus; and will cooperate with other nations participating in similar programs in the mutual exchange of technical knowledge and skills.

### ARTICLE III

The Government of Cyprus will receive a special mission and its personnel to discharge the responsibilities of the Government of the United States of America hereunder; will consider this special mission and its personnel as part of the diplomatic mission of the United States of America in Cyprus for the purpose of enjoying the privileges and immunities accorded to that diplomatic mission and its personnel of comparable rank; and will give full cooperation to the special mission, and its personnel, including the furnishing of such facilities and personnel necessary for the purposes of carrying out the provisions hereof as may be agreed upon by the representatives referred to in Article I.

### ARTICLE IV

In order to assure the maximum benefits to the people of Cyprus from the assistance to be furnished hereunder:

- (a) Any supplies, materials, equipment, commodities, or funds introduced into or acquired in Cyprus by the Government of the United States of America or any contractor financed by that Government, for purposes of this Agreement shall, while such supplies, materials, equipment, commodities or funds are used in connection with this Agreement, be exempt from any taxes on ownership or use of property, and any other taxes, investment or deposit requirements and currency controls in Cyprus, and the import, export, purchase, use or disposition of any such supplies, materials, equipment, commodities or funds in connection with this Agreement shall be exempt from any tariffs, customs duties, import and export taxes, taxes on

purchases or disposition of property, and any other taxes or similar charges in Cyprus.

- (b) All personnel, except citizens and permanent residents of Cyprus, including employees of the Government of the United States of America or its agencies or individuals under contract, or employees of public or private organizations under contract, with the Government of the United States of America, the Government of Cyprus, or any agencies of either the Government of the United States of America or the Government of Cyprus, who are present in Cyprus to perform work in connection herewith shall be exempt from income and social security taxes levied under the laws of Cyprus and from taxes on the purchase, ownership, use or disposition of personal movable property (including automobiles) intended for their own use. Such personnel and members of their families shall receive the same treatment with respect to the payment of customs, import, export, and all other duties and fees on personal effects (including automobiles), equipment and supplies imported into Cyprus for their own use as is accorded by the Government of Cyprus to diplomatic personnel of the Embassy of the United States of America in Cyprus.
- (c) Funds introduced into Cyprus for purposes of furnishing assistance hereunder shall be convertible into currency of Cyprus at the rate of exchange prevailing at the time the conversion is made or, if at any time more than one exchange rate may be lawful in Cyprus, at the rate of exchange providing the largest number of units of such currency per United States Dollar, which is not unlawful in Cyprus.

#### ARTICLE V

1. This Agreement shall enter into force on the date on which it is signed by the two Governments and shall remain in force until 90 days after receipt by either Government of written notification of the intention of the other to terminate it; it being understood, however, that in such event the provisions of this Agreement shall remain in full force and effect with respect to assistance furnished pursuant to this Agreement before such termination.

2. All or any part of the program of assistance provided hereunder may, except as may otherwise be provided in arrangements agreed upon pursuant to Article I hereof, be terminated by either Government if that Government determines that because of changed conditions the continuation of such assistance is unnecessary or undesirable. The termination of such assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered.

3. The two Governments or their designated representatives shall, upon request of either of them, consult regarding any matter on the application, operation or amendment of this Agreement.

Done in Nicosia, in duplicate, this twenty ninth day of June, 1961, in the English language.

For the Government of the  
United States of America:

FRASER WILKINS

Fraser Wilkins

[SEAL]

*Ambassador Extraordinary  
and Plenipotentiary*

For the Government of Cyprus:

SPYROS KYPRIANOU

Spyros Kyprianou  
*Minister of Foreign Affairs*

# GREECE

## Surplus Agricultural Commodities

*Agreement amending the agreement of November 7, 1960.*

*Effectuated by exchange of notes*

*Signed at Athens June 22, 1961;*

*Entered into force June 22, 1961.*

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*The American Chargé d'Affaires ad interim to the Greek Minister  
of Coordination*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
Athens, June 22, 1961

EXCELLENCY:

With reference to the Agricultural Commodities Agreement of November 7, 1960 between the Government of the United States of America and the Government of Greece and the accompanying exchange of notes [<sup>1</sup>] concerning the use by the Government of the United States of America of Greek drachmae accruing under the Agreement, I have the honor to propose that, in response to a request of your Government, the Agreement and notes be amended as follows in order to increase the financing available for edible oil and in the interest of facilitating administrative procedures involved in the use of funds accruing from sales of the agricultural commodities provided under the terms of the Agreement.

1. In Article I, increase the amount for cottonseed and/or soybean oil from "\$4.4 million" to "\$6.2 million," the amount for ocean transportation from "\$1.5 million" to "\$1.6 million," and the total amount from "\$13.7 million" to "\$15.6 million."
2. In Article II, paragraph 1A, change "\$4.8 million" to "\$5.46 million."
3. In Article II, paragraph 1B, change "\$2.1 million" to "\$2.34 million."
4. In Article II, paragraph 1C, change "\$6.8 million" to "\$7.8 million."

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<sup>1</sup> TIAS 4619; 11 UST 2375.

5. Add the following paragraph 2 to Article III, the present paragraph becoming paragraph 1:

"In the event that a subsequent Agricultural Commodities Agreement or Agreements should be signed by the two Governments under the Act, [1] any refunds of Greek drachmae which may be due or become due under this Agreement more than two years from the effective date of this Agreement will be made by the Government of the United States of America from funds available from the most recent Agricultural Commodities Agreement in effect at the time of the refund."

6. In paragraph (1) of the accompanying notes referred to above, change "\$575,000" to "\$612,000" and "\$275,000" to "\$312,000."

I have the honor to propose that this note and Your Excellency's reply concurring therein shall constitute an Agreement between our two countries on these matters to enter into force on the date of Your Excellency's note in reply.

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

W. TAPLEY BENNETT

His Excellency

ARISTIDES PROTOPAPADAKIS,  
*Minister of Coordination,*  
*Athens.*

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<sup>1</sup> 68 Stat. 454; 7 U.S.C. § 1691 note.

*The Greek Minister of Coordination to the American Chargé  
d'Affaires ad interim*

MINISTER OF COORDINATION

ATHENS, June 22, 1961

DEAR MR. BENNETT,

I have the honor to refer to your note of this date proposing certain amendments to the Agricultural Commodities Agreement of November 7, 1960 between the Government of the United States of America and the Government of Greece and the accompanying exchange of notes. I am pleased to inform you that the Government of Greece concurs in these amendments as stated in your note of June 22, 1961.

The Greek Government agrees that your note of June 22, 1961, together with this reply concurring therein, constitute an agreement between our two countries entering into force on the present date as shown above.

Sincerely yours,

A. PROTOPAPADAKIS

A. Protopapadakis

Mr. W. TAPLEY BENNETT, Jr.

*Charge d' Affaires, a.i.*

*Embassy of the United States of America*

*Athens*

# PAKISTAN

## Surplus Agricultural Commodities [<sup>1</sup>]

*Agreement amending certain agreements, as amended.*

*Effectuated by exchange of notes*

*Signed at Karachi June 29, 1961;*

*Entered into force June 29, 1961.*

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*The American Ambassador to the Joint Secretary, Pakistani Ministry  
of Finance*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
KARACHI, PAKISTAN

No. 826

June 29, 1961

DEAR MR. MOZAFFAR:

I have the honor to refer to the Agricultural Commodities Agreements signed on August 7, 1956,[<sup>2</sup>] November 15, 1957,[<sup>3</sup>] November 26, 1958 [<sup>4</sup>] and April 11, 1960,[<sup>5</sup>] as amended, and to propose that these Agreements be further amended as follows:

1. With respect to Article II of the Agricultural Commodities Agreement signed on August 7, 1956 and amended on September 7, 1956 and December 3, 1956,[<sup>2</sup>] reduce the amount in para 1(a) from \$13.9 million to \$8.9 million; and add a new sub-paragraph 1(e) to Article II to read as follows: "For grants under subsection (e) of Section 104 of the Act,[<sup>6</sup>] in partial payment of the United States obligation under the Indus Basin Development Fund Agreement,[<sup>7</sup>] the Pakistan rupee equivalent of \$5.0 million."

2. With respect to Article II of the Agricultural Commodities Agreement signed on November 15, 1957, reduce the amount in para

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<sup>1</sup> Also TIAS 4829, 4852; *post*, pp. 1170, 1287.

<sup>2</sup> TIAS 3621, 3639, 3706; 7 UST 2229, 2505, 3265.

<sup>3</sup> TIAS 3961; 8 UST 2427.

<sup>4</sup> TIAS 4137, 4257, 4331, 4353, 4426, 4469, 4506; 9 UST 1427; 10 UST 1199, 1772, 1880; 11 UST 161, 1348, 1622.

<sup>5</sup> TIAS 4470, 4579, 4720, 4743, 4772, 4778; 11 UST 1352, 2156; *ante*, pp. 323, 501, 715, 784.

<sup>6</sup> 68 Stat. 456; 7 U.S.C. § 1704(e).

<sup>7</sup> TIAS 4871; *ante*, p. 19.

1(a) from \$12.7 million to \$7.7 million and the amount in para 1(c) from \$16.4 million to \$6.4 million and add a new sub-paragraph 1(f) to Article II to read as follows: "For grants under subsection (e) of Section 104 of the Act, in partial payment of the United States obligation under the Indus Basin Development Fund Agreement, the Pakistan rupee equivalent of \$15.0 million."

3. With respect to Article II of the Agricultural Commodities Agreement signed on November 26, 1958, as amended on May 21, 1959, [<sup>1</sup>] reduce the amount in paragraph 1 from \$23.87 million to \$13.37 million and the amount in paragraph 3 from \$12.86 million to \$2.86 million; and add new paragraph 6 to Article II to read as follows: "For grants under subsection (e) of Section 104 of the Act, in partial payment of the United States obligation under the Indus Basin Development Fund Agreement, the Pakistan rupee equivalent of \$20.0 million."

4. With respect to Article II of the Agricultural Commodities Agreement signed on April 11, 1960, as amended on September 23, 1960, March 11, 1961, April 22, 1961 and June 3, 1961, [<sup>2</sup>] reduce the amount in paragraph 1 from \$22.88 million to \$15.88 million, and the amount in paragraph 2 from \$11.39 million to \$6.39 million; and add new paragraph 5 to Article II to read as follows: "For grants under subsection (e) of Section 104 of the Act, in partial payment of the United States obligation under the Indus Basin Development Fund Agreement, the Pakistan rupee equivalent to \$12.0 million."

If the foregoing is acceptable to your Government it is proposed that this note together with Your Excellency's note in reply concurring therein shall constitute an Agreement between our two Governments to enter into force on the date of Your Excellency's reply.

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

WILLIAM M. ROONTREE  
*Ambassador of the United States  
of America in Pakistan*

Mr. M. A. MOZAFFAR, S.Q.A.  
*Joint Secretary  
Ministry of Finance  
Government of Pakistan*

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<sup>1</sup> TIAS 4137, 4257; 9 UST 1427; 10 UST 1199.

<sup>2</sup> TIAS 4470, 4579, 4720, 4743, 4772; 11 UST 1352, 2156; *ante*, pp. 323, 501, 715.

*The Joint Secretary, Pakistani Ministry of Finance, to the American Ambassador*

TELEGRAMS: MINECA

GOVERNMENT OF PAKISTAN  
MINISTRY OF FINANCE  
ECONOMIC AFFAIRS DIVISION  
KARACHI

*June 29, 1961.*

DEAR MR. AMBASSADOR,

I have the honour to acknowledge with thanks the receipt of your letter dated June 29, 1961, containing the proposal for amendment to the Agricultural Commodities Agreements signed on August 7, 1956, November 15, 1957, November 26, 1958 and April 11, 1960 as amended, the text of which is reproduced below:—

“I have the honor to refer to the Agricultural Commodities Agreements signed on August 7, 1956, November 15, 1957, November 26, 1958 and April 11, 1960, as amended, and to propose that these Agreements be further amended as follows:

1. With respect to Article II of the Agricultural Commodities Agreement signed on August 7, 1956 and amended on September 7, 1956 and December 3, 1956, reduce the amount in para 1(a) from \$ 13.9 million to \$ 8.9 million; and add a new sub-paragraph 1(e) to Article II to read as follows: “For grants under subsection (e) of Section 104 of the Act, in partial payment of the United States obligation under the Indus Basin Development Fund Agreement, the Pakistan rupee equivalent of \$ 5.0 million.”
2. With respect to Article II of the Agricultural Commodities Agreement signed on November 15, 1957, reduce the amount in para 1(a) from \$12.7 million to \$7.7 million and the amount in para 1(c) from \$16.4 million to \$6.4 million and add a new sub-paragraph 1(f) to Article II to read as follows: “For grants under subsection (e) of Section 104 of the Act, in partial payment of the United States obligation under the Indus Basin Development Fund Agreement, the Pakistan rupee equivalent of \$15.0 million.”
3. With respect to Article II of the Agricultural Commodities Agreement signed on November 26, 1958, as amended on May 21, 1959, reduce the amount in paragraph 1 from \$23.37 million to \$13.37 million and the amount in paragraph 3 from \$12.86 million to \$2.86 million; and add new paragraph 6 to Article II to read as follows: “For grants under sub-section (e) of Section 104 of the Act, in partial payment of the United States obligation under the Indus Basin Development Fund Agreement, the Pakistan rupee equivalent of \$20.0 million”.

4. With respect to Article II of the Agricultural Commodities Agreement signed on April 11, 1960, as amended on September 28, 1960, March 11, 1961, April 22, 1961 and June 3, 1961, reduce the amount in paragraph 1 from \$22,88 million to \$15.88 million, and the amount in paragraph 2 from \$11.39 million to \$6.39 million; and add new paragraph 5 to Article II to read as follows: "For grants under sub-section (e) of Section 104 of the Act, in partial payment of the United States obligation under the Indus Basin Development Fund Agreement, the Pakistan rupee equivalent to \$ 12.0 million."

If the foregoing is acceptable to your Government it is proposed that this note together with Your Excellency's note in reply concurring therein shall constitute an Agreement between our two Governments to enter into force on the date of Your Excellency's reply.

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

I write to confirm that the foregoing sets forth the understanding of the Government of Pakistan.

Yours sincerely,

M. A. MOZAFFAR  
(M. A. Mozaffar)  
*Joint Secretary.*

His Excellency

Mr. WILLIAM M. ROUNTREE,  
*Ambassador of the United  
States of America in Pakistan,  
Karachi.*

# COSTA RICA

## Military Mission

*Agreement amending the agreement of December 10, 1945, as amended and extended.*

*Effectuated by exchange of notes*

*Dated at San José February 25 and May 13, 1959;*

*Entered into force May 13, 1959.*

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*The American Embassy to the Costa Rican Ministry of Foreign Relations*

No. 96.

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Relations and has the honor to propose an amendment in the payment and benefit procedures now existing under Articles 9, 11, 12, 13, 14, 16, 17, 18, 19, 28, and 27 of the Army Mission Agreement dated December 10, 1945, as amended and extended.<sup>[1]</sup>

Pursuant to a recent act of the Congress of the United States of America<sup>[2]</sup> military personnel detailed to foreign governments are no longer authorized to accept compensation and emoluments from such governments. In view thereof, it is proposed that benefits and compensation now accorded by the Government of Costa Rica to individual members of the United States Army Mission to Costa Rica, or to the heirs or legal representatives of such members, in fulfillment of the terms of the above Articles of the Agreement, be made, on and after April 1, 1959, in the same amounts and to the same extent to the Government of the United States of America. In the interest of ease of administration, it is proposed that commencing April 1, 1959, such payments be made periodically in lump sums in accordance with arrangements effected between representatives of our two governments.

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<sup>[1]</sup> EAS 486, TIAS 2079, 3109, 4595; 59 Stat. 1885; 1 UST 445; 5 UST, pt. 3, p. 2502; 11 UST 2227.

<sup>[2]</sup> 72 Stat. 275; 10 U.S.C. § 712(b).

No payment of compensation for periods of leave provided for in the aforesaid Agreement will be sought from the Government of Costa Rica by the Government of the United States of America or individual members of the Mission after March 31, 1959.

The Government of the United States of America will consider this note, together with the favorable reply of the Government of Costa Rica thereto as constituting an amendment of the procedures required by the aforementioned Articles of the United States Army Mission Agreement. If the foregoing technical changes are acceptable, it is suggested that the administrative details be handled directly between the Director General of Public Security and the Chief of the Military Mission.

EMBASSY OF THE UNITED STATES OF AMERICA,  
*San José, February 25, 1959.*

*The Costa Rican Ministry of Foreign Relations to the American Embassy*

REPUBLICA DE COSTA RICA  
MINISTERIO DE RELACIONES EXTERIORES Y CULTO  
DEPARTAMENTO DE ORGANISMOS INTERNACIONALES  
N. OI-20807

El Ministerio de Relaciones Exteriores saluda muy atentamente a la Honorable Embajada de los Estados Unidos de América y se complace en avisar que los cambios técnicos en el Acuerdo de la Misión Militar han sido acordados por el Director General de Seguridad Pública y el Jefe de la Misión Militar. También, el Ministro de Economía y Hacienda ha puesto su aprobación a los detalles fiscales. Se envía una copia de los cambios del Acuerdo. El Gobierno de Costa Rica considera efectivos los cambios.

Al informarle de esto, el Ministerio de Relaciones Exteriores aprovecha la oportunidad para renovar a la Honorable Embajada de los Estados Unidos de América los sentimientos de su más alta y distinguida consideración



SAN JOSÉ, 13 de mayo de 1959.-

*Translation*

REPUBLIC OF COSTA RICA  
MINISTRY OF FOREIGN RELATIONS AND WORSHIP  
OFFICE OF INTERNATIONAL ORGANIZATIONS  
No. OI-20807

The Ministry of Foreign Relations presents its compliments to the Embassy of the United States of America and takes pleasure in informing it that the technical changes in the Army Mission Agreement have been accepted by the Director General of Public Security and the Chief of the Army Mission. The Minister of Economy and Finance has also approved the fiscal details. A copy [¹] of the changes in the Agreement is transmitted. The Government of Costa Rica considers the changes to be in effect.

In so informing the Embassy of the United States of America, the Ministry of Foreign Relations avails itself of the opportunity to renew to the Embassy the assurances of its highest and most distinguished consideration.

[SEAL]

SAN JOSÉ, *May 13, 1959*

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<sup>¹</sup> Not printed. Administrative details worked out by the Chief of the U.S. Army Mission and the Costa Rican Director General of Public Security.

# ITALY

## War Damage Claims

*Agreement supplementing the understanding of March 29, 1957.*

*Effectuated by exchange of notes*

*Signed at Rome July 12, 1960;*

*Entered into force June 15, 1961.*

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*The American Ambassador to the Italian Minister of Foreign Affairs*

THE FOREIGN SERVICE  
OF THE  
UNITED STATES OF AMERICA

No. 13

ROME, July 12, 1960

EXCELLENCY:

I have the honor to refer to recent discussions between representatives of our two Governments regarding the settlement and payment of certain additional war damage claims in accordance with the procedures and from the funds established by the Memorandum of Understanding of March 29, 1957 regarding war damage claims.<sup>[1]</sup>

As a result of these discussions agreement has been reached on the terms of a Supplemental Memorandum of Understanding with regard to these matters, subject, however, to the approval of our two Governments. The English text of said Supplemental Memorandum of Understanding reads as follows, to wit:

### SUPPLEMENTAL MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF ITALY AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA REGARDING WAR DAMAGE CLAIMS.

With reference to Articles 78 and 83 of the treaty of peace with Italy<sup>[2]</sup> and the Memorandum of Understanding between the Governments of Italy and the United States of America of March 29, 1957, the Governments of Italy and the United States of America have agreed as follows for the purpose of settling and paying certain additional war damage claims by the procedures

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<sup>1</sup> TIAS 3924; 8 UST 1725.

<sup>2</sup> TIAS 1648; 61 Stat., pt. 2, pp. 1403, 1410.

and from the fund, including interest thereon, established by the Memorandum of Understanding of March 29, 1957:

1. There shall be settled under this Memorandum of Understanding war damage claims of nationals of the United States of America, submitted under Article 78 of the treaty of peace, which were either received by or were transmitted by claimants to the Central Department of the Treasury, General Accounting Office of the Italian Government, or Italian consulates and diplomatic missions abroad on or before June 28, 1957, which shall be agreed to and described in progressively numbered special lists initialed by the American Embassy at Rome and the Italian Ministry of the Treasury.

2. War damage claims of nationals of the United States which are not included in the above-mentioned lists, shall be settled by the procedures followed before the adoption by the Governments of Italy and the United States of America of the Memorandum of Understanding of March 29, 1957.

3. If the total amount of the awards paid on claims included in the above-mentioned lists is less than or more than the sum still available from the 950 million lire referred to in the Memorandum of Understanding of March 29, 1957, plus the interest already accrued or hereafter accrued thereon, a further agreement shall be made between the two Governments for the adjustment of the difference.

4. The payment of awards on claims included in the above-mentioned lists shall be made under the shortened procedures prescribed by the Memorandum of Understanding of March 29, 1957.

5. This supplemental Memorandum of Understanding shall come into force [<sup>1</sup>] when the two Governments have notified each other that the formalities prescribed by their respective laws have been complied with.

I have the honor to propose that if the foregoing text of said Supplemental Memorandum of Understanding meets with the approval of the Government of Italy, the present Note and your Excellency's Note in reply concurring therein, shall constitute the agreement of our two Governments thereto.

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

J. D. ZELLERBACH

His Excellency

ANTONIO SEGNI,

Ministry of Foreign Affairs,  
Rome.

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<sup>1</sup> June 15, 1961.

*The Italian Minister of Foreign Affairs to the American Ambassador*

IL MINISTRO DEGLI AFFARI ESTERI

ECCELLENZA,

ho l'onore di riferirmi alla Sua Nota del 12 luglio 1960, del seguente tenore:

"Ho l'onore di riferirmi alle recenti conversazioni intervenute tra rappresentanti dei nostri due Governi, in merito alla definizione ed al pagamento di alcuni reclami addizionali per danni di guerra, in base alle procedure indicate ed ai fondi stabiliti nel Memorandum d'Intesa del 29 marzo 1957, relativo ai reclami per danni di guerra.

A seguito di tali conversazioni è stato raggiunto un accordo sui termini di un Memorandum d'Intesa suppletivo relativo alla questione in parola, subordinato, tuttavia, all'approvazione dei nostri due Governi. Il testo di tale Memorandum d'Intesa suppletivo è il seguente :

**MEMORANDUM D'INTESA SUPPLETIVO TRA IL GOVERNO ITALIANO ED IL GOVERNO DEGLI STATI UNITI D'AMERICA RELATIVO AI RECLAMI PER DANNI DI GUERRA.-**

Con riferimento agli articoli 78 e 83 del Trattato di Pace con l'Italia e al Memorandum d'Intesa tra il Governo italiano ed il Governo degli Stati Uniti d'America del 29 marzo 1957, il Governo italiano ed il Governo degli Stati Uniti d'America hanno raggiunto la seguente intesa allo scopo di addivenire alla definizione e al pagamento di altri reclami per danni di guerra, in base alle procedure indicate e ai fondi stabiliti nel Memorandum d'Intesa del 29 marzo 1957, ivi compresi i relativi interessi bancari.

1) - Saranno da definire in base al presente Memorandum d'Intesa i reclami per danni di guerra di cittadini degli Stati Uniti, avanzati ai sensi dell'Art. 78 del Trattato di Pace, pervenuti o trasmessi dagli interessati all'Amministrazione Centrale del Tesoro—Ragioneria Generale dello Stato—o, all'estero, alle Rappresentanze diplomatiche e consolari italiane, entro il 28 giugno 1957, e che saranno concordati e descritti in elenchi speciali numerati progressivamente e vidimati dall'Ambasciata degli Stati Uniti d'America in Roma e dal Ministero del Tesoro italiano.

2) - I reclami per danni di guerra di cittadini degli Stati Uniti, non compresi negli elenchi anzidetti, saranno definiti con la procedura seguita prima dell'applicazione da parte del Governo italiano e del Governo degli Stati Uniti d'America del Memorandum d'Intesa del 29 marzo 1957.

3) - Qualora il totale degli indennizzi da pagarsi agli aventi diritto, relativi ai reclami compresi nei suddetti elenchi, risultasse inferiore

o superiore alla somma ancora disponibile sul fondo di 950 milioni di lire, di cui al Memorandum d'Intesa del 29 marzo 1957, più i relativi interessi bancari già maturati e da maturarsi, saranno presi ulteriori accordi fra i due Governi interessati per la sistemazione della differenza.

4) — La liquidazione degli indennizzi concernenti i reclami compresi negli elenchi di cui al punto 1) avverrà secondo le procedure abbreviate previste dal Memorandum d'Intesa del 29 marzo 1957.

5) — Il presente Memorandum d'Intesa suppletivo entrerà in vigore non appena i due Governi si saranno notificati l'avvenuto compimento delle formalità previste dalle loro rispettive legislazioni.

Ho l'onore di proporre che, qualora il testo del Memorandum d'Intesa suppletivo, sopra riportato, sia approvato dal Governo italiano, la presente Nota e quella di risposta di Vostra Eccellenza costituiscano un Accordo tra i nostri due Governi."

Ho l'onore di comunicare a Vostra Eccellenza che il Governo italiano concorda con quanto precede.

Voglia gradire, Eccellenza, i sensi della mia più alta considerazione.

SEGNI

Roma, 12 luglio 1960

S.E. JAMES DAVID ZELLERBACH

*Ambasciatore degli Stati Uniti d'America  
Roma*

*Translation*

THE MINISTER OF FOREIGN AFFAIRS

EXCELLENCY:

I have the honor to refer to your Note of July 12, 1960, which reads as follows:

[For the English language text of the note, see *ante*, p. 904.]

I have the honor to inform Your Excellency that the Government of Italy agrees to the foregoing.

Accept, Excellency, the assurances of my highest consideration.

SEGNI

ROME, July 12, 1960

His Excellency

JAMES DAVID ZELLERBACH,  
*Ambassador of the United States of America,  
Rome.*

## DENMARK

### Friendship, Commerce and Navigation

*Treaty and protocol signed at Copenhagen October 1, 1951;  
Ratification advised by the Senate of the United States of America,  
with reservation, July 21, 1953;  
Ratified by the President of the United States of America, subject  
to said reservation, May 29, 1961;  
Ratified, with reservation, by Denmark May 17, 1961;  
Ratifications exchanged at Washington June 30, 1961;  
Proclaimed by the President of the United States of America July  
14, 1961;  
Entered into force July 30, 1961.  
With minutes of interpretation.*

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#### BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

#### A PROCLAMATION

WHEREAS a treaty of friendship, commerce and navigation between the United States of America and the Kingdom of Denmark, together with a protocol relating thereto, was signed at Copenhagen on October 1, 1951, the originals of which treaty and protocol, being in the English and Danish languages, are word for word as follows:

**Treaty of Friendship, Commerce  
and Navigation between the  
United States of America  
and the Kingdom of  
Denmark.**

The United States of America and the Kingdom of Denmark, desirous of strengthening the bonds of peace and friendship traditionally existing between them and of encouraging closer economic and cultural relations between their peoples, and being cognizant of the contributions which may be made toward these ends by arrangements encouraging mutually beneficial investments, promoting mutually advantageous commercial intercourse and otherwise establishing mutual rights and privileges, have resolved to conclude a Treaty of Friendship, Commerce and Navigation, based in general upon the principles of national and of most-favored-nation treatment unconditionally accorded, and for that purpose have appointed as their Plenipotentiaries,

The President of the United States of America:

His Ambassador Extraordinary and Plenipotentiary, Mrs. Eugenie Anderson, and

His Majesty the King of Denmark:

His Minister for Foreign Affairs, Mr. Ole Bjørn Kraft,

Who, having communicated to each other their full powers found to be in due form, have agreed upon the following Articles:

**Venskabs-, handels- og søfarts-  
traktat mellem kongeriget  
Danmark og Amerikas  
Forenede Stater.**

Kongeriget Danmark og Amerikas Forenede Stater, der ønsker at styrke de traditionelt mellem dem bestående freds- og venskabsbånd samt at anspore til nærmere økonomiske og kulturelle forbindelser mellem deres folk, og som erkender, at der kan bidrages hertil ved aftaler, som tilskynder til genseidigt gavnlige investeringer, fremmer genseidigt fordelagtigt handelssamkvem og på anden måde fastslår genseidige rettigheder og begunstigelser, har besluttet at afslutte en venskabs-, handels- og søfartstraktat, hvilende i almindelighed på principperne om ubetinget national- og mestbegunstigelsesbehandling, og i dette øjemed til deres befuldmægtigede udnævnt:

Hans Majestæt Kongen af Danmark:  
sin udenrigsminister, hr. Ole Bjørn Kraft,

og  
Præsidenten for Amerikas Forenede Stater:  
sin overordentlige og befuldmægtigede ambassadør, fru Eugenie Anderson,

hvilke befuldmægtigede efter at have meddelt hinanden deres fuldmagter, der fandtes i behørig form, er blevet enige om følgende artikler:

**Article I.**

Each Party shall at all times accord equitable treatment to the persons, property, enterprises and other interests of nationals and companies of the other Party.

**Article II.**

1. Nationals of either Party shall be permitted to enter the territories of the other Party and to remain therein: (a) for the purpose of carrying on trade between the territories of the two Parties and for the purpose of engaging in related commercial activities; and (b) for other purposes subject to the laws relating to the entry and sojourn of aliens.

2. Nationals of either Party, within the territories of the other Party, shall be permitted: (a) to travel therein freely, and to reside at places of their choice; (b) to enjoy liberty of conscience; (c) to hold both private and public religious services; (d) to gather and to transmit material for dissemination to the public abroad; and (e) to communicate with other persons inside and outside such territories by mail, telegraph and other means open to general public use.

3. The provisions of the present Article shall be subject to the right of either Party to apply measures that are necessary to maintain public order and necessary to protect the public health, morals and safety.

**Artikel I.**

Hver part skal til enhver tid tilst   den anden parts personer, ejendom, virksomheder og al af dens statsborgeres og selskabers   rige interesser retf  rdig og rime- lig behandling.

**Artikel II.**

1. Det skal tillades hver parts statsborgere at rejse ind i den anden parts omr  der og at tage ophold der: a) for at drive handel mellem de to parters omr  der og dermed i forbindelse st  ende kom- mercial virksomhed og b) med andre form  l for   je i overensstem- melse med den om udl  ndingenes indrejse og ophold g  ldende lovgivning.

2. Det skal tillades hver parts statsborgere inden for den anden parts omr  der: a) uhindret at rejse og bos  tte sig, hvor de   nsker, b) at nyde trosfrihed, c) at afholde private og offentlige gudstjenester, d) at indsamle og sende stof bestemt til offent- ligg  relse i udlandet og e) med posten, telegrafen og andre for almenhedens brug   bne meddelelsesmidler at s  tte sig i for- bindelse med personer inden og uden for s  danne omr  der.

3. Uanset bestemmelserne i n  rv  rende artikel skal hver part have ret til at anvende de for- holdsregler, der er n  dvendige til opretholdelse af offentlig ro og orden eller beskyttelse af den almene sundhed, moral og sikker- hed.

## Article III.

1. Nationals of either Party within the territories of the other Party shall be free from unlawful molestations of every kind, and shall receive the most constant protection and security, in no case less than that required by international law.

2. If, within the territories of either Party, a national of the other Party is accused of crime and taken into custody, the nearest consular representative of his country shall on the demand of such national be immediately notified. Such national shall: (a) receive reasonable and humane treatment; (b) be formally and immediately informed of the accusations against him; (c) be brought to trial as promptly as is consistent with the proper preparation of his defense; and (d) enjoy all means reasonably necessary to his defense, including the services of competent counsel.

## Article IV.

1. Nationals of either Party shall be accorded national treatment in the application of laws and regulations within the territories of the other Party that establish a pecuniary compensation on account of disease, injury or death arising out of and in the course of employment or due to the nature of employment.

2. In addition to the rights and privileges provided in paragraph 1 of the present Article, nationals of either Party shall, within the territories of the other Party, be accorded national treatment in

## Artikel III.

1. Hver parts statsborgere skal inden for den anden parts områder være fri for ulovlige forurempelser af enhver art og nyde en effektiv beskyttelse og sikkerhed, der i intet tilfælde må være mindre end den ved folkeretten hjemlede.

2. Hvis en af parternes statsborgere inden for den anden parts områder anklages for en forbrydelse og anholdes eller fængsles, skal på vedkommende statsborgers forlangende hans lands nærmeste konsulære repræsentant straks underrettes herom. Vedkommende statsborger skal: a) behandles rimeligt og humant, b) have behørig og øjeblikkelig meddelelse om de mod ham rettede anklager, c) stilles for retten så hurtigt, som det måtte være forenligt med en forsvarlig forberedelse af hans forsvar, og d) nyde al den hjælp, der med rimelighed kan anses for nødvendig for hans forsvar, herunder bistand af en kompetent sagfører.

## Artikel IV.

1. Hver parts statsborgere skal nyde nationalbehandling med hensyn til anvendelsen inden for den anden parts områder af love og bestemmelser, der hjemler betaling af en pengeerstatning for sygdom, skader eller død forårsaget af og under beskæftigelse eller på grund af dennes art.

2. Udo over de ved denne artikels første stykke hjemlede rettigheder og begunstigelser skal hver parts statsborgere inden for den anden parts områder tilstås nationalbehandling med hensyn til

the application of laws and regulations establishing a system of compulsory insurance in the case of the United States of America and a system of voluntary insurance in the case of the Kingdom of Denmark, under which benefits are paid without an individual test of financial need against loss of wages or earnings due to unemployment.

#### Article V.

1. Nationals and companies of either Party shall be accorded national treatment and most-favored-nation treatment with respect to access to the courts of justice and to administrative tribunals and agencies within the territories of the other Party, in all degrees of jurisdiction, both in pursuit and in defense of their rights. It is understood that companies of either Party not engaged in either business or nonprofit activities within the territories of the other Party shall enjoy such access therein without any requirement of registration or domestication.

2. Contracts entered into between nationals and companies of either Party and nationals and companies of the other Party, that provide for the settlement by arbitration of controversies, shall not be deemed unenforceable within the territories of such other Party merely on the grounds that the place designated for the arbitration proceedings is outside such territories or that the nationality of one or more of the arbitrators is not that of such other Party. No award duly rendered pursuant to any such contract, and

anvendelse af de love og bestemmelser, der i kongeriget Danmark foreskriver en frivillig og i Amerikas Forenede Stater en tvungen forsikringsordning, under hvilken der uden individuel undersøgelse af den økonomiske trang udbetales ydelser til afhjælpning af tab af løn eller anden arbejdsvirksomhed som følge af arbejdsløshed.

#### Artikel V.

1. Der skal tilstås hver parts statsborgere og selskaber national- og mestbegunstigelsesbehandling med hensyn til adgang til domstole og administrative retter og organer inden for den anden parts områder under alle former for retspleje ved såvel forfølgelse af som forsvar for deres rettigheder. Der er enighed om, at hver parts selskaber, som inden for den anden parts områder hverken driver forretningsvirksomhed eller virksomhed, af hvilken der ikke påregnes udbytte, skal nyde adgang til domstole, administrative retter og organer uden noget krav om registrering eller tilhørsforhold.

2. De af hver parts statsborgere og selskaber med den anden parts statsborgere og selskaber indgåede kontrakter, der hjemler afgørelse af tvistigheder ved voldgift, skal inden for den anden parts områder ikke kunne nægtes eksigibilitet alene af den grund, at det for voldgiften aftalte sted ligger uden for disse områder, eller fordi en eller flere af voldgiftsmændene ikke har sådan anden parts statsborgersret. Ingen i medfør af en sådan kontrakt behørig afsagt voldgiftskendelse, der er endelig og eksigibel i henhold til afsigel-

final and enforceable under the laws of the place where rendered, shall be deemed invalid or denied effective means of enforcement within the territories of either Party merely on the grounds that the place where such award was rendered is outside such territories or that the nationality of one or more of the arbitrators is not that of such Party.

#### Article VI.

1. Property of nationals and companies of either Party shall receive the most constant protection and security within the territories of the other Party.

2. The dwellings, offices, warehouses, factories and other premises of nationals and companies of either Party located within the territories of the other Party shall not be subject to unlawful entry or molestation. Official searches and examinations of such premises and their contents, when necessary, shall be made with careful regard for the convenience of the occupants and the conduct of business.

3. Property of nationals and companies of either Party shall not be taken within the territories of the other Party except for public purposes nor shall it be taken without the prompt payment of just compensation. Such compensation shall be in an effectively realizable form and shall represent the full equivalent of the property taken; and adequate provision shall have been made at or prior to the time of taking for the determination and payment thereof.

sesstedets love, skal inden for en parts områder betragtes som ugyldig eller nægtes effektive eksekutionsmidler alene af den grund, at stedet, hvor kendelsen afsagdes, ligger uden for disse områder, eller fordi en eller flere af voldgiftsmændene ikke har den pågældende parts statsborgerret.

#### Artikel VI.

1. Hver parts statsborgeres og selskabers ejendom skal nyde effektiv beskyttelse og sikkerhed inden for den anden parts områder.

2. De hver parts statsborgere og virksomheder tilhørende boliger, kontorer, pakhus, fabriker og andre faste ejendomme, der er beliggende inden for den anden parts områder, må ikke udsættes for ulovlig indtrængen eller overlast. I de tilfælde, hvor det er nødvendigt, at myndighederne foretager ransagninger og undersøgelser af sådanne ejendomme og deres indhold, skal dette ske med omhyggelig hensyntagen til de tilstede værende og erhvervsvirksomhedens udøvelse.

3. Ejendom tilhørende hver parts statsborgere og selskaber skal ikke kunne eksproprieres eller på anden lignende måde overtages inden for den anden parts områder undtagen til almene formål og i så fald kun mod omgående betaling af en retfærdig erstatning. En sådan erstatning skal ydes således, at den effektivt kan realiseres, og skal repræsentere den fulde værdi af den eksproprierede eller overtagne ejendom; der skal senest på tids punktet for ekspropriationen eller

4. Neither Party shall take unreasonable or discriminatory measures that would impair the legally acquired rights or interests within its territories of nationals and companies of the other Party in the enterprises which they have established or in the capital, skills, arts or technology which they have supplied.

5. Nationals and companies of either Party shall in no case be accorded, within the territories of the other Party, less than national treatment and most-favored-nation treatment with respect to the matters set forth in paragraphs 2 and 3 of the present Article. Moreover, enterprises in which nationals and companies of either Party have a substantial interest shall be accorded, within the territories of the other Party, not less than national treatment and most-favored-nation treatment in all matters relating to the taking of privately owned enterprises into public ownership and to the placing of such enterprises under public control.

#### Article VII.

1. Nationals and companies of either Party shall be accorded, within the territories of the other Party, national treatment with respect to engaging in commercial, manufacturing, processing, financial, construction, publishing, scientific, educational, religious and philanthropic activities.

overtagelsen være fastsat de fornødne bestemmelser verdrørende erstatningens fastsættelse og udbetaling.

4. Ingen af parterne må træffe urimelige eller diskriminerende forholdsregler, som inden for en parts områder ville forringe de af den anden parts statsborgere og selskaber lovligt erhvervede rettigheder eller interesser i de af dem oprettede foretagender, i kapital og håndværksmæssig, kunstnerisk eller teknisk indsigt og formåen, som de har stillet til rådighed.

5. Hver parts statsborgere og selskaber skal i intet tilfælde inden for den anden parts områder nyde en behandling, der er ringere end national- og mestbegunstigelsesbehandling med hensyn til de i nærværende artikels andet og tredie stykke omhandlede forhold. Der skal endvidere med hensyn til alle spørgsmål om overtagelse til offentlig eje eller henlæggelse under offentlig kontrol af privat ejede foretagender inden for en parts områder gives foretagender, i hvilke den anden parts statsborgere og selskaber har væsentlige interesser, en behandling, der ikke er ringere end national- og mestbegunstigelsesbehandling.

#### Artikel VII.

1. Hver parts statsborgere og selskaber skal inden for den anden parts områder nyde nationalbehandling med hensyn til adgangen til at drive handel, fabrikations-, forarbejdnings-, finansiel, entreprenør-, forlags-, videnskabelig, undervisnings-, religiøs og velgørenhedsvirksomhed.

2. Nationals and companies of either Party shall further be accorded, within the territories of the other Party, most-favored-nation treatment with respect to:

- a) the activities listed in paragraph 1 of the present Article;
- b) exploring for and exploiting mineral deposits;
- c) engaging in fields of economic and cultural activity in addition to those listed in paragraph 1 of the present Article or in sub-paragraph b) of the present paragraph;
- d) organizing, participating in and operating companies of such other Party.

3. With respect to professional activities, nationals of either Party shall be accorded national treatment within the territories of the other Party, except as to professions which, because they involve the performance of functions in a public capacity or in the interest of public health and safety, are state-licensed and reserved by statute exclusively to citizens of the country.

4. Nationals and companies of either Party shall be permitted to engage, within the territories of the other Party, accountants and other technical experts, executive personnel, attorneys, agents and other specialized employees of their choice, regardless of nationality. Moreover, such nationals and companies shall be permitted to engage accountants and other technical experts regardless of the extent to which they may have qualified for the practice of a profession within the territories of such other Party, for the particular

2. Hver parts statsborgere og selskaber skal endvidere inden for den anden parts områder nyde mestbegunstigelsesbehandling med hensyn til:

- a) de i denne artikels første stykke opregnede arter af virksomhed,
- b) efterforskning og udnyttelse af mineralske forekomster,
- c) anden økonomisk og kulturel virksomhed end dem, der er nævnt i nærværende artikels første stykke og i nærværende stykkets afsnit b), og
- d) oprettelse af, deltagelse i og ledelse af en sådan anden parts selskaber.

3. Med hensyn til professionel virksomhed skal hver parts statsborgere nyde nationalbehandling inden for den anden parts områder, undtagen for så vidt angår sådan professionel virksomhed, som, — fordi den indebærer varetagelse af offentlige funktioner eller funktioner i den almene sundheds og sikkerheds interesse —, er statsautoriseret og forbeholdt udelukkende landets egne statsborgere.

4. Det skal tillades hver parts statsborgere og selskaber inden for den anden parts områder efter eget valg at beskæftige revisorer og andre tekniske sagkyndige, overordnede funktionærer, sagførere, repræsentanter og andet personale med specialuddannelse uden hensyn til de pågældendes nationalitet. Det skal endvidere tillades hver parts statsborgere og selskaber at beskæftige revisorer og andre tekniske sagkyndige med det særlige formål at foretage revision og tekniske og andre undersøgelser for og at aflægge

purpose of making examinations, audits and technical investigations for, and rendering reports to, such nationals and companies in connection with the planning and operation of their enterprises, and enterprises in which they have a financial interest, within such territories.

### Article VIII.

1. Nationals and companies of either Party shall be accorded within the territories of the other Party the right to constitute companies for engaging in commercial, manufacturing, processing, financial, construction, mining, publishing, scientific, educational, religious and philanthropic activities, and to control and manage enterprises which they have been permitted to establish or acquire within such territories for the foregoing and other purposes.

2. Companies, controlled by nationals and companies of either Party and constituted under the applicable laws and regulations within the territories of the other Party for engaging in the activities listed in paragraph 1 of the present Article, shall be accorded national treatment therein with respect to such activities.

### Article IX.

1. Nationals and companies of either Party shall be accorded national treatment within the territories of the other Party with respect to acquiring all kinds of movable property by testate or

rapporter til vedkommende statsborgere og selskaber i forbindelse med planlægningen og driften af deres foretagender og af sådanne inden for den anden parts områder hjemmehørende foretagender, i hvilke de har en økonomisk interesse, uden hensyn til i hvilket omfang de pågældende sagkyndige har erhvervet den inden for disse områder eventuelt fornødne særlige autorisation til sådant hverv.

### Artikel VIII.

1. Hver parts statsborgere og selskaber skal inden for den anden parts områder have ret til at oprette selskaber med henblik på at drive handel, fabrikations-, arbejdnings-, finansiel, entreprenør-, mine-, forlags-, videnskabelig, undervisnings-, religiøs og velgørenhedsvirksomhed og til at kontrollere og lede foretagender, som de har fået tilladelse til at oprette eller erhverve inden for disse områder med de fornævnte og andre formål.

2. Selskaber, der kontrolleres af en parts statsborgere og selskaber, og som er oprettet i henhold til gældende love og bestemmelser inden for den anden parts områder med henblik på at drive de i denne artikels første stykke opregnede arter af virksomhed, skal inden for disse områder nyde nationalbehandling med hensyn til sådan virksomhed.

### Artikel IX.

1. Hver parts statsborgere og selskaber skal inden for den anden parts områder nyde nationalbehandling med hensyn til ved arv ifølge testamente eller legal arvefølge eller ved retsforfølgning at

intestate succession or through judicial process and all kinds of immovable property by testate or intestate succession.

2. Nationals and companies of either Party shall be accorded national treatment within the territories of the other Party with respect to acquiring, by purchase, lease or otherwise, and with respect to owning movable property of all kinds, both tangible and intangible, subject to the right of such other Party to limit or prohibit, in a manner that does not impair rights and privileges secured by Article VIII, paragraph 1, or by other provisions of the present Treaty, alien ownership of particular materials that are dangerous from the standpoint of public safety and alien ownership of interests in enterprises carrying on particular types of activities.

3. Nationals and companies of either Party shall be accorded, with respect to acquiring immovable property within the territories of the other Party, the treatment generally accorded to foreigners under the laws of the place where the property is situated; and they shall be permitted to maintain tenure of immovable property necessary and proper to the exercise of rights and privileges secured by Article VII or by other provisions of the present Treaty, in conformity with the applicable laws and regulations.

4. Nationals and companies of either Party may be required, within the territories of the other Party, to dispose of property they may have acquired:

erhverve rørlig ejendom af enhver art og ved arv ifølge testamente eller legal arvefølge at erhverve fast ejendom af enhver art.

2. Hver parts statsborgere og selskaber skal inden for den anden parts områder nyde nationalbehandling med hensyn til ved køb, leje eller på anden måde at erhverve samt at eje løsøre af enhver art samt værdipapirer, idet vedkommende anden part dog har ret til på en måde, der ikke forringes de ved artikel VIII første stykke eller ved andre af nærværende traktats bestemmelser sikrede rettigheder og begunstigelser, at begrænse eller forbyde udlændinge at eje særlige materialer, der er farlige for den almene sikkerhed, og at eje interesser i foretagender, der udøver særlige arter af virksomhed.

3. Hver parts statsborgere og selskaber skal inden for den anden parts områder med hensyn til at erhverve fast ejendom nyde den behandling, der almindeligvis tilstås udlændinge i henhold til den gældende lovgivning på det sted, hvor ejendommen er beliggende, og det skal i overensstemmelse med gældende love og bestemmelser tillades dem at forblive i besiddelse af fast ejendom, der er nødvendig for og egnet til udøvelse af de ved artikel VII eller ved andre af nærværende traktats bestemmelser sikrede rettigheder og begunstigelser.

4. Det skal kunne forlanges, at hver parts statsborgere og selskaber inden for den anden parts områder afhænder ejendom, som de måtte have erhvervet:

- a) in the case of movable property, if the alien ownership thereof is limited or prohibited pursuant to paragraph 2 of the present Article;
- b) in the case of immovable property, if the property is held for purposes other than those referred to in paragraph 3 of the present Article.

Conditions or requirements shall not be imposed upon such disposition that would prevent the realization of full and just value. Particularly, a term of at least five years shall be allowed in which to effect such disposition.

5. Nationals and companies of either Party shall be accorded national treatment within the territories of the other Party with respect to disposing of property of all kinds, subject to the provisions of paragraph 4 of the present Article.

#### Article X.

Nationals and companies of either Party shall be accorded, within the territories of the other Party, national treatment and most-favored-nation treatment with respect to obtaining and maintaining patents of invention, and with respect to rights in trade marks, trade names, trade labels and industrial property of all kinds.

#### Article XI.

1. Nationals of either Party residing within the territories of the other Party, and nationals

- a) for rørlig ejendoms vedkommende, hvis udlændinges ret til at eje den er eller bliver begrænset eller forbudt i medfør af nærværende artikels andet stykke, og
- b) for fast ejendoms vedkommende, hvis ejendommen besiddes for andre formåls skyld end dem, hvortil der henvises i nærværende artikels tredie stykke.

Der skal ikke for sådanne afhændelser kunne stilles betingelser eller krav, der ville forhindre opnåelse af den fulde og retfærdige værdi, og navnlig skal der indrømmes en frist på mindst fem år til at foretage en sådan afhændelse.

5. Hver parts statsborgere og selskaber skal med forbehold af bestemmelserne i nærværende artikels fjerde stykke inden for den anden parts områder nyde nationalbehandling med hensyn til at afhænde ejendom af enhver art.

#### Artikel X.

Hver parts statsborgere og selskaber skal inden for den anden parts områder nyde national- og mestbegunstigelsesbehandling med hensyn til at opnå og bevare patentrettigheder og med hensyn til retten til varemærker, firma, etiketter og industriel ejendomsret af enhver art.

#### Artikel XI.

1. Hver parts statsborgere, der er bosatte inden for den anden parts områder, og hver parts

and companies of either Party engaged in trade or other gainful pursuit or in scientific, educational, religious or philanthropic activities within the territories of the other Party, shall not be subject to the payment of taxes, fees or charges imposed upon or applied to income, capital, transactions, activities or any other object, or to requirements with respect to the levy and collection thereof, within the territories of such other Party, more burdensome than those borne by nationals and companies of such other Party.

2. With respect to nationals of either Party who are neither resident nor engaged in trade or other gainful pursuit within the territories of the other Party, and with respect to companies of either Party which are not engaged in trade or other gainful pursuit within the territories of the other Party, it shall be the aim of such other Party to apply in general the principle set forth in paragraph 1 of the present Article.

3. Nationals and companies of either Party shall in no case be subject, within the territories of the other Party, to the payment of taxes, fees or charges imposed upon or applied to income, capital, transactions, activities or any other object, or to requirements with respect to the levy and collection thereof, more burdensome than those borne by nationals, residents and companies of any third country.

4. In the case of companies of either Party engaged in trade or other gainful pursuit within the

statsborgere og selskaber, der inden for den anden parts områder driver handel eller anden indtægtsgivende virksomhed eller viden-skabelig, undervisnings-, religiøs eller velgørenhedsvirksomhed, skal med hensyn til betaling af skatter, gebyrer eller afgifter, der pålignes eller pålægges indkomst, formue, omsætning, erhverv eller andre skatteobjekter, samt med hensyn til forskrifter vedrørende udskrivning og opkrævning heraf ikke kunne pålægges større byrder inden for en sådan anden parts områder end denne anden parts egne statsborgere og selskaber.

2. Med hensyn til de af hver parts statsborgere, der hverken er bosatte i eller driver handel eller anden indtægtsgivende virksomhed inden for den anden parts områder, samt de af hver parts selskaber, der ikke driver handel eller anden indtægtsgivende virksomhed inden for den anden parts områder, skal denne anden part bestræbe sig for i almindelighed at bringe det i denne artikels første stykke udtrykte princip til anvendelse.

3. Hver parts statsborgere og selskaber skal i intet tilfælde inden for den anden parts områder med hensyn til betaling af skatter, gebyrer eller afgifter, der pålignes eller pålægges indkomst, formue, omsætning, erhverv eller andre skatteobjekter, samt med hensyn til forskrifter vedrørende udskrivning og opkrævning heraf pålægges større byrder end statsborgere i og personer bosatte i et tredie land eller selskaber hjemmehørende der.

4. Hver parts selskaber, der driver handel eller anden indtægtsgivende virksomhed inden for den

territories of the other Party, and in the case of nationals of either Party engaged in trade or other gainful pursuit within the territories of the other Party but not resident therein, such other Party shall not impose or apply any tax, fee or charge upon any income, capital or other basis in excess of that reasonably allocable or apportionable to its territories, nor grant deductions and exemptions less than those reasonably allocable or apportionable to its territories. A comparable rule shall apply also in the case of companies organized and operated exclusively for scientific, educational, religious or philanthropic purposes.

5. Notwithstanding the provisions of the present Article, each Party may: (a) accord specific advantages as to taxes, fees and charges to nationals, residents and companies of third countries on the basis of reciprocity, if such advantages are similarly extended to nationals, residents and companies of the other Party; (b) accord to nationals, residents and companies of a third country special advantages by virtue of an agreement with such country for the avoidance of double taxation or the mutual protection of revenue; and (c) accord to its own nationals and to residents of contiguous countries more favorable exemptions of a personal nature with respect to income taxes and inheritance taxes than are accorded to other nonresident persons.

anden parts områder, og hver parts statsborgere, der uden at være bosatte inden for den anden parts områder driver handel eller anden indtægtsgivende virksomhed inden for disse, må denne anden part ikke påligne eller pålægge skatter, gebyrer eller afgifter af nogen indkomst eller formue eller på andet grundlag, uddover hvad der med rimelighed kan henføres til eller anses for opstået på dens områder, ligesom parten ej heller må nægte dem gængse fradrag eller fritagelser i forhold til den fulde indkomst eller kapital, der med rimelighed kan henføres til eller anses for opstået på dens områder. En tilsvarende regel skal finde anvendelse på selskaber, hvis oprettelse og virksomhed har udelukkende videnskabelige, undervisnings-, religiøse eller velgørenhedsformål.

5. Uanset bestemmelserne i denne artikel kan hver part a) på basis af gensidighed tilstå statsborgere i og personer bosatte i et tredie land samt selskaber hjemmehørende der særlige fordele med hensyn til skatter, gebyrer og afgifter, hvis sådanne fordele tilsvarende udstrækkes til at omfatte den anden parts statsborgere, personer bosatte i den anden parts områder og dennes selskaber, b) tilstå statsborgere i og personer bosatte i et tredie land samt selskaber hjemmehørende der særlige fordele i medfør af en overenskomst med det pågældende land til undgåelse af dobbeltbeskatning eller til gensidig beskyttelse af fiskale indtægter og c) tilstå sine egne statsborgere og i tilstødende lande bosatte personer mere fordelagtige personlige lettelser med hensyn til indkomstbeskatning og

### Article XII.

1. Nationals and companies of either Party shall be accorded by the other Party national treatment and most-favored-nation treatment with respect to payments, remittances and transfers of funds or financial instruments, between the territories of the two Parties as well as between the territories of such other Party and of any third country.

2. Neither Party shall impose exchange restrictions as defined in paragraph 5 of the present Article except to the extent necessary to assure the availability of foreign exchange for payments for goods and services essential to the health and welfare of its people and to prevent its monetary reserves from falling to a very low level or to effect a reasonable increase in very low monetary reserves. It is understood that the provisions of the present Article do not alter the obligations either Party may have to the International Monetary Fund or preclude imposition of particular restrictions whenever the Fund specifically authorizes or requests a Party to impose such particular restrictions.

3. If either Party imposes exchange restrictions in accordance with paragraph 2 above, that Party shall make provisions at the earliest possible date and to such an extent as may be practi-

arveafgifter end sådanne, som tilst s andre personer, der ikke er bosatte i vedkommende parts omr der.

### Artikel XII.

1. Hver parts statsborgere og selskaber skal af den anden part tilst s national- og mestbegunstigelsesbehandling med hensyn til betalinger, rimesser og overf rsler af v rdipapirer og betalingsmidler mellem s vel de to parters omr der som mellem den anden parts og et hvilket som helst tredie lands omr der.

2. Ingen af parterne m d indf re valutarestriktioner, s ledes som disse defineres i n rv rende artikels femte stykke, undtagen i det omfang, det er n dvendigt for at sikre, at udenlandsk valuta er til r dighed til betaling af s danne varer og tjenesteydelser, som er n dvendige for vedkommende parts befolkningens sundhed og velf rd, eller for at forhindre, at partens valutareserver falder til et meget lavt niveau, eller for at gennemf re en rimelig for gelse af meget sm  valutareserver. Der er enighed om, at bestemmelserne i n rv rende artikel ikke  ndrer de forpligtelser, hver part m tte have over for Den Internationale Valutafond eller udelukker indf relsen af s rlige restriktioner i tilf lde, hvor Fonden s rskilt bemyndiger en part til eller anmoder den om at indf re s danne s rlige restriktioner.

3. Hvis en af parterne indf rer valutarestriktioner i overensstemmelse med n rv rende artikels andet stykke, skal denne part p  det tidligst mulige tidspunkt og i det omfang, det m tte v re

cable for the withdrawal of: (a) the compensation referred to in Article VI, paragraph 3, of the present Treaty, (b) earnings, whether in the form of salaries, interest, dividends, commissions, royalties, payments for technical services, or otherwise, and (c) amounts for amortization of loans, amounts originating from depreciation of direct investments, and capital transfers; however, transfers dealt with under (c) shall be considered in the light of special needs for other transfers. If more than one rate of exchange is in force, the rate applicable to such withdrawals shall be a rate which is specifically approved by the International Monetary Fund for such transactions or, in the absence of a rate so approved, an effective rate which, inclusive of any taxes or surcharges on exchange transfers, is just and reasonable.

4. Exchange restrictions shall not be imposed by either Party in a manner unnecessarily detrimental or arbitrarily discriminatory to the claims, investments, transport, trade, and other interests of the nationals and companies of the other Party, nor to the competitive position thereof. Each Party shall afford the other Party adequate opportunity for exchanging views at any time regarding problems that might arise from the application of the present Article.

5. The term "exchange restrictions" as used in the present Article includes all restrictions,

gennemførligt, træffe foranstaltninger til, at hjemførsel til den anden parts områder kan ske, for så vidt angår: a) erstatning som omhandlet i nærværende traktats artikel VI tredie stykke, b) fortjenester i form af gager, renter, udbytter, provisioner, licensafgifter, betalinger for teknisk bistand eller fortjenester af anden art og c) beløb til amortisering af lån, beløb hidrørende fra afskrivning på direkte investeringer samt kapitaloverførslær, for de under c) omhandlede overførslær vedkommende dog med behørig hen-syntagen til særligt behov for andre overførslær. Hvis der er mere end een valutakurs i kraft, skal den kurs, der er gældende for sådanne overførslær, være en kurs, der er godkendt af Den Internationale Valutafond særligt for sådanne transaktioner, eller, hvis der ikke findes en sådan godkendt kurs, en effektiv kurs, der indebættet eventuelle skatter eller tillægsafgifter på valutaoverførslær er retfærdig og rimelig.

4. Valutarestriktioner må ikke af nogen af parterne gennemføres på en måde, der er unødvendig skadelig for eller vilkårlig diskriminerende mod den anden parts statsborgeres og selskabers fordringer, investeringer, transport-, handels- og andre interesser eller disses konkurrencemæssige stilling. Hver af parterne skal give den anden part fornøden adgang til på et hvilket som helst tidspunkt at udveksle synspunkter om problemer, der måtte opstå som følge af anvendelsen af nærværende artikel.

5. Udtrykket „valutarestriktioner”, således som dette er anvendt i nærværende artikel,

regulations, charges, taxes or other requirements imposed by either Party which burden or interfere with payments, remittances, or transfers of funds or of financial instruments between the territories of the two Parties.

### Article XIII.

Commercial travelers representing nationals and companies of either Party engaged in business within the territories thereof shall, upon their entry into and departure from the territories of the other Party and during their sojourn therein, be accorded most-favored-nation treatment in respect of the customs and other matters, including, subject to the exceptions in Article XI, paragraph 5, taxes and charges applicable to them, their samples and the taking of orders.

### Article XIV.

1. Each Party shall accord most-favored-nation treatment to products of the other Party, from whatever place and by whatever type of carrier arriving, and to articles destined for exportation to the territories of such other Party, by whatever route and by whatever type of carrier, in all matters relating to customs duties and other charges, and with respect to all other regulations, requirements and formalities imposed on or in connection with imports and exports.

omfatter alle forbud, bestemmelser, afgifter, skatter eller andre påbud, der pålægges af hver part, og som bebyrder eller griber ind i betalinger, rimesser eller overførslør af værdipapirer og betalingsmidler mellem de to parters områder.

### Artikel XIII.

Handelsrejsende, der repræsenterer en parts statsborgere eller selskaber, som er beskæftiget med erhvervsvirksomhed inden for denes områder, skal ved deres indrejse i og udrejse af den anden parts områder og under deres ophold inden for disse nyde mestbegunstigelsesbehandling i toldmæssig og anden henseende, herunder også med hensyn til skatter og afgifter, der kommer til anvendelse på dem, deres prøver og ordreoptagelser, for de nævnte skatter og afgifters vedkommende dog med forbehold af de i artikel XI femte stykke nævnte undtagelser.

### Artikel XIV.

1. Hver part skal i alle spørgsmål vedrørende told og andre afgifter og med hensyn til alle andre bestemmelser, påbud og formaliteter, der anvendes på eller i forbindelse med ind- og udførsel, tilstå den anden parts frembringelser mestbegunstigelsesbehandling, uden hensyn til stedet hvorfra eller arten af transportmidler hvormed de ankommer, og den samme behandling skal tilstås varer og andre genstande, der er bestemt til udførsel til en sådan anden parts områder uden hensyn til deres forsendelsesrute eller transportmidernes art.

2. Neither Party shall impose any prohibition or restriction on the importation of any product of the other Party, or on the exportation of any article to the territories of the other Party, that:

- a) if imposed on sanitary or other customary grounds of a non-commercial nature or in the interest of preventing deceptive or unfair practices, arbitrarily discriminates in favor of the importation of the like product of, or the exportation of the like article to, any third country;
- b) if imposed on other grounds, does not apply equally to the importation of the like product of, or the exportation of the like article to, any third country; or
- c) if a quantitative regulation involving allotment to any third country with respect to an article in which such other Party has an important interest, fails to afford to the commerce of such other Party a share proportionate to the amount by quantity or value supplied by or to such other Party during a previous representative period, due consideration being given to any special factors affecting the trade in the article.

2. Ingen af parterne må indføre forbud mod eller begrænsninger i indførslen af nogen af den anden parts frembringelser eller indføre forbud mod eller begrænsninger i udførslen af nogen vare eller anden genstand til den anden parts områder, såfremt sådanne forbud eller begrænsninger:

- a) hvis de påbydes af sanitære eller andre sædvanlige, ikke forretningsmæssige hensyn eller for at forhindre bedrageriske eller ubillige fremgangsmåder, vilkårlig diskriminerer til fordel for indførslen af en lignende frembringelse fra eller udførslen af en lignende vare eller genstand til et hvilket som helst tredie land,
- b) hvis de påbydes af andre grunde, ikke i tilsvarende grad gælder for indførslen af en lignende frembringelse fra eller udførslen af en lignende vare eller genstand til et hvilket som helst tredie land eller
- c) i tilfælde af en mængdemæssig regulering, hvorved et hvilket som helst tredie land opnår en tildeling for en vare eller anden genstand, som den anden part har en betydelig interesse i, ikke giver den anden parts handel en andel, der mængde- eller værdimæssigt svarer til, hvad der er leveret af eller til den anden part gennem en tidligere typisk periode, når skyldigt hensyn tages til særlige forhold, der har indflydelse på handelen med varen eller genstanden.

3. Nationals and companies of either Party shall be accorded national treatment and most-favored-nation treatment by the other Party with respect to all matters relating to importation and exportation.

4. As used in the present Treaty the term "products of" means "articles the growth, produce or manufacture of". The provisions of the present Article shall not apply to advantages accorded by either Party:

- a) to products of its national fisheries;
- b) to adjacent countries in order to facilitate frontier traffic; or
- c) by virtue of a customs union or free trade area of which either Party may become a member, after having informed the other Party of its plans and having afforded it opportunity to express its views thereon.

#### Article XV.

1. Each Party shall promptly publish laws, regulations and administrative rulings of general application pertaining to rates of duty, taxes or other charges, to the classification of articles for customs purposes, and to requirements or restrictions on imports and exports or the transfer of payments therefor, or affecting their sale, distribution or use; and shall administer such laws, regulations and rulings in a uniform, impartial and reasonable manner. As a general practice, new administrative requirements affecting imports, with the exception of requirements

3. Hver parts statsborgere og selskaber skal af den anden part tilstås national- og mestbegunstigelsesbehandling i alle spørgsmål vedrørende ind- og udførsel.

4. I nærværende traktat betyder udtrykket „frembringelser“ „varer og andre genstande, der er dyrket, fremstillet eller fabrikeret på vedkommende parts områder“. Nærværende artikels bestemmelser kommer ikke til anvendelse på begünstigelser, der af en part tilstås:

- a) dens eget fiskeris produkter,
- b) tilstødende lande for at lette grænsetrafikken eller
- c) i medfør af en toldunion eller et frihandelsområde, i hvilken en part måtte blive deltager efter at have underrettet den anden part om sine planer og givet denne lejlighed til at fremføre sine synspunkter herom.

#### Artikel XV.

1. Hver part skal omgående offentliggøre love, bestemmelser og administrative afgørelser af principiel karakter, som angår toldsatser, skatter eller andre afgifter, tarifering af varer og andre genstande med henblik på fortoldning, påbud eller forbud vedrørende ind- og udførsel eller overførsel af betalinger herfor, eller som rammer salg, fordeling eller anvendelse af varer og andre genstande. Hver part skal administrere sådanne love, bestemmelser og afgørelser på en ensartet, upartisk og rimelig måde. Som en almindelig regel skal nye administrative forskrifter

imposed on sanitary grounds or for reasons of public safety, shall not go into effect before the expiration of 30 days after publication, or alternatively, shall not apply to articles en route at time of publication.

2. Each Party shall provide an appeals procedure under which nationals and companies of the other Party, and importers of products of such other Party, shall be able to obtain prompt and impartial review and correction of administrative action relating to customs matters, including the imposition of fines and penalties, confiscations, and rulings on questions of customs classification and valuation by the administrative authorities. Penalties imposed for infractions of the customs and shipping laws and regulations shall be merely nominal in cases resulting from clerical errors or when good faith can be demonstrated.

#### Article XVI.

1. Products of either Party shall be accorded, within the territories of the other Party, national treatment and most-favored-nation treatment in all matters affecting internal taxation, sale, distribution, storage and use.

2. Articles produced by nationals and companies of either Party within the territories of the other Party, or by companies of the latter Party controlled by such nationals and companies, shall be accorded therein treatment no less favorable than that accorded to like articles of national origin by whatever person or company produced, in all matters affecting

angående indførsel, med undtagelse af forskrifter, der indføres af sanitære eller af almene sikkerhedshensyn, enten først træde i kraft efter 30 dages forløb regnet fra offentliggørelsen eller ikke finde anvendelse på varer og andre genstande, som er undervejs på tids punktet for offentliggørelsen.

2. Hver part skal åbne adgang til appel, hvorved den anden parts statsborgere og selskaber samt importører af sådan anden parts frembringelser bliver i stand til at opnå omgående og upartisk efterprøvning og eventuel berigtigelse af administrative afgørelser i toldspørgsmål, herunder de administrative myndigheders fastsættelse af bøder og andre straffe, konfiskationer, kendelser vedrørende toldtarifering og værdiansættelser. Straffe, der pålægges for overtrædelse af love og bestemmelser angående told og skibsfart, skal være nominelle i de tilfælde, hvor overtrædelse skyldes ekspeditionsfejl, eller hvor godt tro kan påvises.

#### Artikel XVI.

1. Hver parts frembringelser skal nyde national- og mestbegunstigelsesbehandling inden for den anden parts områder i alle spørgsmål vedrørende indenlandsk beskatning, salg, fordeling, oplagring og anvendelse.

2. Varer og andre genstande fremstillet af en af parternes statsborgere og selskaber inden for den anden parts områder eller af sådanne af den anden parts selskaber, der kontrolleres af først omhandlede parts statsborgere og selskaber, skal inden for den anden parts områder i alle spørgsmål vedrørende udførsel, beskatning, salg, fordeling, oplagring og anven-

exportation, taxation, sale, distribution, storage and use.

delse nyde en ikke mindre gunstig behandling end den, der finder anvendelse på tilsvarende varer og genstande af egen oprindelse, uanset af hvilken person eller hvilket selskab de er fremstillet.

### Article XVII.

1. Each Party undertakes (a) that enterprises owned or controlled by its Government, and that monopolies or agencies granted exclusive or special privileges within its territories, shall make their purchases and sales involving either imports or exports affecting the commerce of the other Party solely in accordance with commercial considerations including price, quality, availability, marketability, transportation and other conditions of purchase or sale; and (b) that the nationals, companies and commerce of such other Party shall be afforded adequate opportunity, in accordance with customary business practice, to compete for participation in such purchases and sales.

2. Each Party shall accord to the nationals, companies and commerce of the other Party fair and equitable treatment, as compared with that accorded to the nationals, companies and commerce of any third country, with respect to: (a) the governmental purchase of supplies, (b) the awarding of concessions and other government contracts, and (c) the sale of any service sold by the Government or by any monopoly or agency granted exclusive or special privileges.

### Artikel XVII.

1. Hver part forpligter sig til at drage omsorg for, a) at virksomheder, der ejes eller kontrolleres af en parts regering, og monopolier eller organer, som nyder eneret eller særlige begunstigelser inden for en parts områder, ved foretagelse af sådanne køb og salg, der medfører ind- eller udførsel, som berører den anden parts handel, udelukkende skal tage kommercielle hensyn i betragtning, herunder hensyn til pris, kvalitet, leveringsmuligheder, afsættelighed, forsendelse og andre købs- og salgsbetingelser, og b) at der skal gives den anden parts statsborgere, selskaber og handel tilstrækkelig adgang til i overensstemmelse med sædvanlig forretningspraksis at konkurrere om deltagelse i sådanne køb og salg.

2. Hver part skal tilstå den anden parts statsborgere, selskaber og handel ret og rimelig behandling i forhold til den behandling, der tilstås et hvilket som helst tredie lands statsborgere, selskaber og handel, med hensyn til: a) statsindkøb af forsyninger, b) tildeling af koncessioner og andre regeringskontrakter og c) tjenesteydelser fra staten, et monopol eller et organ, der nyder eneret eller særlige begunstigelser.

## Article XVIII.

1. The two Parties agree that business practices which restrain competition, limit access to markets or foster monopolistic control, and which are engaged in or made effective by one or more private or public commercial enterprises or by combination, agreement or other arrangement among such enterprises may have harmful effects upon commerce between their respective territories. Accordingly, each Party agrees upon the request of the other Party to consult with respect to any such practices and to take such measures as it deems appropriate with a view to eliminating such harmful effects.

2. The Parties recognize that conditions of competitive equality should be maintained in situations in which publicly owned or controlled trading or manufacturing enterprises of either Party engage in competition, within the territories thereof, with privately owned and controlled enterprises of nationals and companies of the other Party. Accordingly, such private enterprise shall, in such situations, be entitled to the benefit of any special advantages of an economic nature accorded such public enterprises, whether in the nature of subsidies, tax exemptions or otherwise. The foregoing rule shall not apply, however, to special advantages given in connection with: (a) manufacturing goods for government use, or supplying goods and services to the government for government

## Artikel XVIII.

1. De to parter er enige om, at forretningsmetoder, som hæmmer konkurrence, begrænser adgang til markeder, eller begunstiger monopolistisk kontrol, og som anvendes eller iværksættes af et eller flere private eller offentlige forretningsforetagender eller iværksættes ved sammenslutning, overenskomst eller anden ordning mellem sådanne foretagender, kan have skadelige virkninger på handelen mellem deres respektive områder. I overensstemmelse hermed er hver part villig til på den andens anmodning at drøfte alle sådanne metoder og tage sådanne forholdsregler, som den måtte finde hensigtsmæssige til at fjerne sådanne skadelige virkninger.

2. Parterne erkender, at ligestilling i konkurrencemæssig henseende bør bevares i tilfælde, hvor en parts offentligt ejede eller kontrollerede forretnings- eller fabrikations-virksomheder inden for dens områder konkurrerer med den anden parts statsborgeres og selskabers privat ejede og kontrollerede virksomheder. I sådanne tilfælde skal i overensstemmelse hermed de pågældende private virksomheder være berettiget til at nyde samme særlige begunstigelser af økonomisk karakter, som måtte være tilstæt sådanne offentlige virksomheder enten i form af subsidier, skattefritagelser eller på anden måde. Den foregående regel gælder imidlertid ikke særlige begunstigelser, der ydes i forbindelse med: a) fremstilling af varer til statens brug eller levering af varer og tjenestey-

use; or (b) supplying, at prices substantially below competitive prices, the needs of particular population groups for essential goods and services not otherwise practically obtainable by such groups.

3. No enterprise of either Party, including corporations, associations, and government agencies and instrumentalities, which is publicly owned or controlled shall, if it engages in commercial, manufacturing, processing, shipping or other business activities within the territories of the other Party, claim or enjoy, either for itself or for its property, immunity therein from taxation, suit, execution of judgment or other liability to which privately owned and controlled enterprises are subject therein.

#### Article XIX.

1. Between the territories of the two Parties there shall be freedom of commerce and navigation.

2. Vessels under the flag of either Party, and carrying the papers required by its law in proof of nationality, shall be deemed to be vessels of that Party both on the high seas and within the ports, places and waters of the other Party.

3. Vessels of either Party shall have liberty, on equal terms with vessels of the other Party and on equal terms with vessels of any third country, to come with their cargoes to all ports, places and waters of such other Party open to foreign commerce and navigation.

delser til staten til dennes brug eller b) visse befolkningsgruppens forsyning til priser, der ligger væsentligt under konkurrence-mæssige priser, med vigtige varer og tjenesteydelser, som de pågældende befolkningsgrupper praktisk taget ellers ikke ville kunne skaffe sig.

3. Ingen af parternes virksomheder, herunder aktieselskaber, sammenslutninger, regeringsorganer og virksomheder, der ejes eller kontrolleres af det offentlige, skal, hvis de inden for den anden parts områder driver handel, fabrikations-, forarbejdnings-, søfarts- eller anden forretningsvirksomhed, for hverken sig selv eller deres ejendom kunne kræve eller nyde fritagelse for beskatning, sagsanlæg, fuldbyrdelse af domme eller opfyldelse af andre forpligtelser, som privat ejede og kontrollerede virksomheder ikke ville kunne kræve fritagelse for.

#### Artikel XIX.

1. Der skal være frit handels- og skibsfartssamkvem mellem de to parters områder.

2. Skibe, der sejler under en af parternes flag, og som er i besiddelse af de papirer, der efter denne parts lovgivning fordres som bevis for nationalitet, skal såvel på det åbne hav som inden for den anden parts havne, pladser og farvande anses som skibe tilhørende denne førstnævnte part.

3. Skibe, der tilhører en af parterne, skal på lige fod med den anden parts skibe og med et hvilket som helst tredie lands skibe frit have adgang med deres ladinger til alle den anden parts havne, pladser og farvande, der er åbne for fremmed handel og

Such vessels and cargoes shall in all respects be accorded national treatment and most-favored-nation treatment within the ports, places and waters of such other Party; but each Party may reserve exclusive rights and privileges to its own vessels with respect to the coasting trade, inland navigation and national fisheries.

4. Vessels of either Party shall be accorded national treatment and most-favored-nation treatment by the other Party with respect to the right to carry all articles that may be carried by vessel to or from the territories of such other Party; and such articles shall be accorded treatment no less favorable than that accorded like articles carried in vessels of such other Party, with respect to: (a) duties and charges of all kinds, (b) the administration of the customs, and (c) bounties, drawbacks and other privileges of this nature.

5. Vessels of either Party that are in distress shall be permitted to take refuge in the nearest port or haven of the other Party, and shall receive friendly treatment and assistance.

6. The term "vessels", as used herein, means all types of vessels, whether privately owned or operated, or publicly owned or operated; but this term does not, except with reference to paragraph 2 and paragraph 5 of the present Article, include fishing vessels or vessels of war.

#### Article XX.

There shall be freedom of transit through the territories of each

søfart. Sådanne skibe og ladninger skal i enhver henseende nyde national- og mestbegunstigelsesbehandling inden for den anden parts havne, pladser og farvande. Hver af parterne har dog ret til at lade sine egne skibe nyde eneret eller særlige begunstigelser med hensyn til kystfart, fart på indre vandveje og fiskeri på eget søterritorium.

4. Hver part skal tilstå den anden parts skibe national- og mestbegunstigelsesbehandling med hensyn til retten til at befodre varer og andre genstande, som kan transporteres med skib, til eller fra vedkommende parts områder, og der skal med hensyn til: a) told og afgifter af enhver art, b) administration af toldbestemmelser og c) præmier, toldgodtgørelser og andre begunstigelser af tilsvarende art tilstås de pågældende varer og genstande en ikke ringere behandling end den, som tilstås tilsvarende varer og genstande, der forsendes med vedkommende parts egne skibe.

5. Hver parts nødstedte skibe skal have ret til at søge tilflugt i den anden parts nærmeste havn eller anløbssted; der skal ydes sådanne skibe venlig behandling og bistand.

6. Udtrykket „skibe”, således som det anvendes her, omfatter alle skibe, hvad enten de er i privat eller i det offentliges eje eller drift. Når bortses fra nærværende artikels andet og femte stykke omfatter udtrykket dog ikke fiskerfartøjer eller krigsskibe.

#### Artikel XX.

Der skal være transitfrihed gennem hver parts områder ad de

Party by the routes most convenient for international transit:

- a) for nationals of the other Party, together with their baggage;
- b) for other persons, together with their baggage, en route to or from the territories of such other Party; and
- c) for articles en route to or from the territories of such other Party.

Such persons and articles in transit shall be exempt from customs duties, from duties imposed by reason of transit, and from unreasonable charges and requirements; and shall be free from unnecessary delays and restrictions. They shall, however, be subject to measures referred to in Article II, paragraph 3, and to nondiscriminatory regulations necessary to prevent abuse of the transit privilege.

#### Article XXI.

1. The present Treaty shall not preclude the application of measures:

- a) regulating the importation or exportation of gold or silver;
- b) relating to fissionable materials, to radioactive by-products of the utilization or processing thereof or to materials that are the source of fissionable materials;
- c) regulating the production of or traffic in arms, ammunition and implements of war, or traffic in other materials carried on directly or in-

ruter, som er bedst egnede for international transittrafik, for:

- a) den anden parts statsborgere og deres bagage,
- b) andre personer og deres bagage på vej til eller fra den anden parts områder og
- c) varer og andre genstande på vej til eller fra den anden parts områder.

Transiterende personer og varer og andre genstande skal være friaget for såvel told- og transitafgifter som urimelige afgifter og påbud; de må ikke udsættes for unødvendige forsinkelser og restriktioner. De er dog underkastet de i artikel II tredie stykke omhandlede forholdsregler og sådanne ikkediskriminerede foranstaltninger, som måtte være nødvendige for at forebygge misbrug af transitretten.

#### Artikel XXI.

1. Denne traktat udelukker ikke anvendelsen af forholdsregler:

- a) til regulering af ind- eller udførsel af guld og sølv,
- b) vedrørende spaltelige stoffer, radioaktive biprodukter, der fremkommer ved sådanne spaltelige stoffers anvendelse eller forarbejdning, eller materialer, af hvilke der kan udvindes spaltelige stoffer,
- c) til regulering af produktion af eller handel med våben, ammunition og krigsmateriel, eller handel med andre materialer, der direkte eller

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|---|---|
| <p>directly for the purpose of supplying a military establishment;</p> <p>d) necessary to fulfill the obligations of a Party for the maintenance or restoration of international peace and security, or necessary to protect its essential security interests; and</p> <p>e) denying to any company in the ownership or direction of which nationals of any third country or countries have directly or indirectly a controlling interest, the advantages of the present Treaty, except with respect to recognition of juridical status and with respect to access to courts.</p>   | <p>indirekte tager sigte på forsyningen af militære etableringer,</p> <p>d) der er nødvendige til opfyldelse af den pågældende parts forpligtelser med hensyn til opretholdelse eller genoprettelse af international fred og sikkerhed eller til beskyttelse af dens vitale sikkerhedsinteresser, og</p> <p>e) hvorved selskaber, i hvilke statsborgere fra et hvilket som helst tredje land eller hvilke som helst tredje lande direkte eller indirekte har en kontrollerende interesse i ejerforholdet eller ledelsen, unddrages nærværende traktats fordele med undtagelse af anerkendelse af deres juridiske status og adgangen til domstolene.</p> |
| <p>2. The most-favored-nation provisions of the present Treaty relating to the treatment of goods shall not apply to advantages accorded by the United States of America or its territories and possessions to one another, to the Republic of Cuba, to the Republic of the Philippines, to the Trust Territory of the Pacific Islands or to the Panama Canal Zone.</p> <p>3. The provisions of the present Treaty shall not preclude action by either Party which is required or specifically permitted by the General Agreement on Tariffs and Trade [¹] during such time as such Party is a contracting Party to the General Agreement on Tariffs and Trade. In case a Party is not a contracting Party to the General Agreement on Tariffs and Trade it shall</p> |   |
| <p>2. Bestemmelserne i nærværende traktat om mestbegunstigelsesbehandling af varer finder ikke anvendelse på fordele som Amerikas Forenede Stater eller dets områder og besiddelser har indrømmet hinanden, republiken Cuba, republiken Philippinerne, formynderskabsområdet Stillehavssørerne eller Panamakanalzonen.</p> <p>3. Bestemmelserne i nærværende traktat udelukker ikke, at en part i den tid, den er kontraherende part i Den Almindelige Overenskomst om Told og Udenrigshandel, træffer foranstaltninger, der er foreskrevet eller specielt tilladt i Den Almindelige Overenskomst om Told og Udenrigshandel. Er en af parterne ikke kontraherende part i Den Almindelige Overenskomst om Told og</p>  |   |

<sup>¹</sup> TIAS 1700; 61 Stat., pts. 5 and 6.

nevertheless have the right to depart from the provisions of the present treaty to the extent necessitated by its international balance of payments position, in a manner contemplated by said agreement as nearly as may be practicable, and subject to the principle set forth therein that such departures shall be conformable with a policy designed to promote the maximum development of nondiscriminatory foreign trade and to expedite the attainment both of a balance of payments position and of reserves of foreign exchange which will obviate the necessity of such departures. The most-favored-nation provision of the present Treaty shall not apply to special advantages accorded by virtue of the aforesaid agreement.

4. The present Treaty does not accord any rights to engage in political activities.

5. Nationals of either Party admitted into the territories of the other Party for limited purposes shall not enjoy rights to engage in gainful occupations in contravention of limitations expressly imposed, according to law, as a condition of their admittance.

#### Article XXII.

1. The term "national treatment" means treatment accorded within the territories of a Party upon terms no less favorable than the treatment accorded therein, in like situations, to nationals, companies, products, vessels or

Udenrigshandel, skal vedkommen-de part ikke desmindre have ret til, i det omfang dens internatio-nale betalingsbalancesituation nød-vendiggør det, at fravige nærvæ-rende traktats bestemmelser på en måde, der så nær som muligt svarer til, hvad der er forudset i nævnte overenskomst, og med overholdelse af det i overenskom-sten indeholdte princip om, at sådanne fravigelser skal være stemmende med en politik, der tager sigte på at fremme den størst mulige ikkediskriminerende udenrigshandel og at fremskynde opnåelse af såvel balance i omsæt-ning med udlandet som reserver af fremmed valuta, der vil unød-vendiggøre sådanne fravigelser. Bestemmelserne om mestbegun-stigelsesbehandling i nærværende traktat finder ikke anvendelse på særlige fordele, der er tilstået i medfør af forannævnte over-enkomst.

4. Nærværende traktat giver ikke nogen ret til deltagelse i politisk aktivitet.

5. Hver parts statsborgere, som har fået adgang til den anden parts områder med et begrænset formål for øje, har ikke ret til at tage lønnet beskæftigelse i strid med udtrykkelig fastsatte begrænsninger, der i henhold til lovgiv-ningen er stillet som vilkår for sådan adgang.

#### Artikel XXII.

1. Ved udtrykket „nationalbe-handling“ forstås en ikke mindre fordelagtig behandling inden for en parts områder end den, der inden for disse i tilsvarende til-fælde tilstås vedkommende parts egne statsborgere, selskaber, frem-

other objects, as the case may be, of such Party.

2. The term "most-favored-nation treatment" means treatment accorded within the territories of a Party upon terms no less favorable than the treatment accorded therein, in like situations, to nationals, companies, products, vessels or other objects, as the case may be, of any third country.

3. As used in the present Treaty, the term "companies" means corporations, partnerships, companies and other associations, whether or not with limited liability and whether or not for pecuniary profit. Companies constituted under the applicable laws and regulations within the territories of either Party shall be deemed companies thereof and shall have their juridical status recognized within the territories of the other Party.

4. National treatment accorded under the provisions of the present Treaty to companies of the Kingdom of Denmark shall, in any State, Territory or possession of the United States of America, be the treatment accorded therein to companies created or organized in other States, Territories and possessions of the United States of America.

#### Article XXIII.

The territories to which the present Treaty extends shall comprise all areas of land and water under the sovereignty or authority

bringelser, skibe eller andre i betragtning kommende genstande.

2. Ved udtrykket „mestbegunstigelsesbehandling” forstås en ikke mindre fordelagtig behandling inden for en parts områder end den, der inden for disse i tilsvarende tilfælde tilstås et hvilket som helst tredie lands statsborgere, selskaber, frembringelser, skibe eller andre i betragtning kommende genstande.

3. Udtrykket „selskaber” i nærværende traktat omfatter aktieselskaber, interessentskaber, selskaber og andre sammenslutninger, hvad enten deres ansvar er begrænset eller ikke, og hvad enten de drives med henblik på indvinding af økonomisk udbytte eller ikke. De inden for hver parts områder i henhold til gældende love og bestemmelser oprettede selskaber skal anses for hjemmehørende, hvor de er oprettet, og deres juridiske status skal anerkendes inden for den anden parts områder.

4. Den nationalbehandling, der i henhold til nærværende traktats bestemmelser skal tilstås danske selskaber i Amerikas Forenede Staters enkelstater, områder eller besiddelser, er den behandling, som inden for de pågældende enkelstater, områder og besiddelser tilstås selskaber, der er oprettet eller organiseret i andre til Amerikas Forenede Stater hørende enkelstater, områder og besiddelser.

#### Artikel XXIII.

De geografiske områder, som nærværende traktat gælder for, omfatter alle land- og søterritorier under hver parts suverænitet eller

of each of the Parties, other than Greenland, the Panama Canal Zone and the Trust Territory of the Pacific Islands.

#### Article XXIV.

1. Each Party shall accord sympathetic consideration to, and shall afford adequate opportunity for consultation regarding, such representations as the other Party may make with respect to any matter affecting the operation of the present Treaty.

2. Any dispute between the Parties as to the interpretation or application of the present Treaty, not satisfactorily adjusted by diplomacy, shall be submitted to the International Court of Justice, unless the Parties agree to settlement by some other pacific means.

#### Article XXV.

The present Treaty shall replace the convention of friendship, commerce and navigation signed April 26, 1826,<sup>[1]</sup> except Articles 8, 9, and 10 thereof, which shall remain in force until replaced by a consular convention between the two Parties or until one year after either Party shall have given to the other Party written notice of termination of the aforesaid Articles.

#### Article XXVI.

1. The present Treaty shall be ratified, and the ratifications thereof shall be exchanged at Washington as soon as possible.

overhøjhed med undtagelse af Grønland, Panamakanalzonen og formynderskabsområdet Stillehavssørerne.

#### Artikel XXIV.

1. Hver part vil velvillig overveje henvendelser, som den anden part måtte rette angående spørgsmål om nærværende traktats gennemførelse, og give passende lejlighed til rådslagning vedrørende sådanne henvendelser.

2. Enhver tvistighed mellem parterne om nærværende traktats fortolkning og anvendelse, der ikke på tilfredsstillende måde er blevet afgjort ved diplomatisk forhandling, skal indankes for Den Mellemfolkelige Domstol, medmindre parterne enes om, at afgørelse skal træffes ved andre fredelige midler.

#### Artikel XXV.

Nærværende traktat træder i stedet for den den 26. april 1826 undertegnede venskabs-, handels- og skibsfartskonvention, dog at sidstnævntes artikler 8, 9 og 10 skal forblive i kraft, indtil de måtte blive erstattet af en konsularoverenskomst mellem de to parter, eller indtil der er forløbet eet år efter, at en af parterne ved skriftligt varsel til den anden part måtte have op sagt de pågældende artikler.

#### Artikel XXVI.

1. Nærværende traktat skal ratificeres og ratifikationsinstru menterne snarest mulig udveksles i Washington.

<sup>1</sup> TS 65; 8 Stat. 340.

2. The present Treaty shall enter into force one month after the day of exchange of ratifications. It shall remain in force for ten years and shall continue in force thereafter until terminated as provided herein.

3. Either Party may, by giving one year's written notice to the other Party, terminate the present Treaty at the end of the initial ten-year period or at any time thereafter.

IN WITNESS WHEREOF the respective Plenipotentiaries have signed the present Treaty and have affixed hereunto their seals.

DONE in duplicate, in the English and Danish languages, both equally authentic, at Copenhagen, this first day of October, one thousand nine hundred and fifty-one.

2. Nærværende traktat træder i kraft en måned efter ratifikationsinstrumenternes udveksling. Den skal forblive i kraft for et tidsrum af 10 år og derefter fortsætte med at være gældende, indtil den bringes til ophør i overensstemmelse med de her givne forskrifter.

3. Hver part kan med eet års skriftlig varsel til den anden part bringe nærværende traktat til ophør ved udgangen af tiårs-perioden eller til et hvilket som helst tidspunkt derefter.

TIL BEKRÆFTELSE HERAFT har de respektive befudmægtigede undertegnet nærværende traktat og forsynet den med deres segl.

UDFÆRDIGET i København i to eksemplarer på dansk og engelsk, således at begge tekster skal have samme gyldighed, den første dag i oktober måned i året nitten hundrede een og halvtreds.

[SEAL]

EUGENIE ANDERSON

[SEAL]

OLE BJØRN KRAFT.

**PROTOCOL**

At the time of signing the Treaty of Friendship, Commerce and Navigation between the United States of America and the Kingdom of Denmark the undersigned Plenipotentiaries, duly authorized by their respective governments, have further agreed on the following provisions, which shall be considered integral parts of the aforesaid Treaty:

1. The term "access" as used in Article V, paragraph 1, comprehends, among other things, access to free legal aid and right to exemption from providing security for costs and judgment.

2. The provisions of Article VI, paragraph 3, providing for the payment of compensation shall extend to interests held directly or indirectly by nationals and companies of either Party in property which is taken within the territories of the other Party.

3. The provisions of Article VII, paragraph 1, shall not be construed to affect the policy of Denmark of requiring that aliens may not be employed in Denmark unless the appropriate permits have been granted. However, in keeping with the terms of that paragraph, the regulations governing employment shall be applied in a liberal fashion.

4. Notwithstanding the provisions of Article VII, paragraph 1, a Party may require companies desiring to engage in retail trade, within its territories, to be organized pursuant to Article VIII, paragraph 1.

**PROTOKOL**

Ved undertegnelsen af ven-skabs-, handels- og søfartstrak-taten mellem kongeriget Danmark og Amerikas Forenede Stater er undertegnede befuldmægtigede, der er behørigt bemyndiget af deres respektive regeringer, yderligere blevet enige om følgende bestem-melser, som skal anses for en integrerende del af ovennævnte traktat:

1. Udtrykket „adgang”, der anvendes i artikel V første stykke indbefatter bl. a. adgang til fri retshjælp og ret til fritagelse for sikkerhedsstillelse for sagsomkostninger og domme.

2. Bestemmelserne i artikel VI tredie stykke, der hjemler betaling af erstatning, angår såvel direkte som indirekte interesser, som hver parts statsborgere og selskaber har i ejendom, der eksproprieres eller på anden lignende måde overtages inden for den anden parts områder.

3. Bestemmelserne i artikel VII første stykke skal ikke forstås som begrænsende Danmarks ad-gang til at forlange, at udlændinge kun må have beskæftigelse i Dan-mark, når behørig tilladelse er givet. Lovgivningen om med-delelse af arbejdstilladelser skal i overensstemmelse med bestemmel-serne i nævnte stykke dog anvendes velvilligt.

4. Uanset bestemmelserne i ar-tikel VII første stykke kan en part forlange, at selskaber, der ønsker at drive detailhandel inden for dens områder, skal oprettes i over-ensstemmelse med artikel VIII første stykke.

5. The term "mineral", as used in Article VII, paragraph 2 (b), refers to petroleum as well as to other mineral substances.

6. The term "financial" in Article VII, paragraph 1, and Article VIII, paragraph 1, includes banking activity. Such activity in Denmark is the activity, and that alone, which can be conducted pursuant to and under observance of the provisions in the Danish banking legislation. Applications concerning permission to establish branches of American banks in Denmark for the conduct of banking activity as defined above will be given favorable consideration.

In the United States of America permission to initiate a banking business as defined by the applicable State and Federal laws shall be dependent on the provisions of such laws.

7. Article XII, paragraph 2, shall not be construed to prevent a Party from exercising necessary regulation over the inflow of capital pursuant to article VI, section 3 of the Articles of Agreement of the International Monetary Fund, provided that such regulation shall not as a general rule be exercised in a manner which impairs paragraphs 1 and 2 of article VII, paragraph 1 of Article VIII, or the provisions of other Articles of the Treaty.

8. The provisions of Article XVII, paragraph 2 (b) and (c), and of Article XIX, paragraph 4, shall not apply to postal services.

5. Udtrykket „mineralske forekomster”, der anvendes i artikel VII andet stykke afsnit (b), omfatter såvel råolie som andre mineraler.

6. Udtrykket „finansiel virksomhed” i artikel VII første stykke, og i artikel VIII første stykke omfatter også bankvirksomhed. Ved sådan virksomhed forstås i Danmark den virksomhed og alene den, der kan udøves i henhold til og under iagttagelse af bestemmelserne i den danske banklovgivning. Andragender om tilladelse til oprettelse af filialer af amerikanske banker i Danmark til udøvelse af bankvirksomhed, således som den defineres ovenfor, vil blive velvilligt behandlet.

I Amerikas Forenede Stater er tilladelse til i overensstemmelse med enkeltstaternes og den fedrale lovgivning at begynde bankvirksomhed afhængig af sådan lovgivnings bestemmelser herom.

7. Artikel XII andet stykke skal forstås således, at en part ikke derved forhindres i at udøve den nødvendige regulering af indførsel af kapital i overensstemmelse med artikel VI tredie afsnit i overenskomsten om Den Internationale Valutafond, forudsat at en sådan regulering almindeligvis ikke udøves på en måde, der gør bestemmelserne i artikel VII første og andet stykke, artikel VIII første stykke eller andre af traktatens artikler illusoriske.

8. Bestemmelserne i artikel XVII andet stykke afsnit (b) og (c) og i artikel XIX fjerde stykke finder ikke anvendelse på posttjenesten.

9. The provisions of Article XXI, paragraph 2, shall apply in the case of Puerto Rico regardless of any change that may take place in its political status.

10. Article XXIII does not apply to territories under the authority of either Party solely as a military base or by reason of temporary military occupation.

11. Notwithstanding Article XXIII, the provisions of Article XIV, paragraphs 1 and 2, and of Article XVII, shall, subject to the reservations and exceptions pertinent thereto, extend to Greenland.

IN WITNESS WHEREOF the respective Plenipotentiaries have signed this Protocol and have affixed hereunto their seals.

DONE in duplicate, in the English and Danish languages, both equally authentic, at Copenhagen, this first day of October, one thousand nine hundred and fifty-one.

9. Bestemmelserne i artikel XXI andet stykke gælder for Puerto Ricos vedkommende uden hensyn til eventuelle ændringer, der måtte finde sted i Puerto Ricos politiske status.

10. Artikel XXIII gælder ikke områder der er underlagt en af parterne udelukkende som militær base eller som følge af midlertidig militær besættelse.

11. Uanset artikel XXIII skal bestemmelserne i artikel XIV første og andet stykke og i artikel XVII med de dertil knyttede forbehold og undtagelser gælde Grønland.

TIL BEKRÆFTELSE HERAF har de respektive befudmægtigede undertegnet nærværende protokol og forsynet den med deres segl.

UDFÆRDIGET i København i to eksemplarer på dansk og engelsk, således at begge tekster skal have samme gyldighed, den første dag i oktober måned i året nitten hundrede een og halvtreds.

[SEAL]

EUGENIE ANDERSON

[SEAL]

OLE BJØRN KRAFT.

WHEREAS the Senate of the United States of America by their resolution of July 21, 1953, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said treaty, together with the protocol relating thereto, subject to a reservation as follows:

"Article VII, paragraph 3, shall not extend to professions which, because they involve the performance of functions in a public capacity or in the interest of public health and safety, are state-licensed and reserved by statute or constitution exclusively to citizens of the country, and no most-favored-nation clause in the said treaty shall apply to such professions.";

WHEREAS the text of the said reservation was communicated by the Government of the United States of America to the Danish Government by a note dated August 5, 1953 and was accepted by the Danish Government by a note dated January 26, 1960, with the understanding that the reservation is mutual in its effect and operative equally upon each party and thus constitutes an identical reservation on the part of the Danish Government;

WHEREAS the said treaty, together with the protocol relating thereto, was ratified by the President of the United States of America on May 29, 1961, in pursuance of the said advice and consent of the Senate and subject to the said reservation, and was ratified on the part of the Kingdom of Denmark on May 17, 1961 subject to the said reservation and with the understanding as aforesaid regarding the reservation;

WHEREAS the respective instruments of ratification, as aforesaid, were exchanged at Washington on June 30, 1961;

AND WHEREAS it is provided in Article XXVI of the said treaty that the treaty shall enter into force one month after the day of exchange of ratifications and in the said protocol that the provisions thereof shall be considered integral parts of the treaty;

Now, THEREFORE, be it known that I, John F. Kennedy, President of the United States of America, do hereby proclaim and make public the said treaty and the said protocol to the end that the same and every article and clause may be observed and fulfilled in good faith on and after July 30, 1961, 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, subject to the said reservation which shall be applied on a reciprocal basis.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this fourteenth day of July in the year of our Lord one thousand nine hundred sixty-one and [SEAL] of the Independence of the United States of America the one hundred eighty-sixth.

JOHN F. KENNEDY

By the President:

DEAN RUSK

*Secretary of State*

TIAS 4797

**MINUTES  
OF INTERPRETATION**

**concerning Treaty of Friendship, Commerce and Navigation between the United States of America and the Kingdom of Denmark signed at Copenhagen, October 1, 1951.**

The following notes record the common understanding of the representatives of the United States of America and the Kingdom of Denmark with regard to certain questions of interpretation that arose during the course of negotiating the provisions of the Treaty of Friendship, Commerce and Navigation between the two countries signed this day:

*ad Articles VII and VIII:*

The word "commercial" as used in Article VII, paragraph 1, and Article VIII, paragraph 1, and the word "professional" as used in Article VII, paragraph 3, do not extend to the fields of navigation and aviation. The word "commercial" relates primarily but not exclusively to the buying and selling of goods and activities incidental thereto.

*ad Article VII, paragraph 1:*

It is understood that either Party may, consistently with the terms and intent of the Treaty, apply special requirements to alien insurance companies with a view to assuring that such companies maintain standards of accountability and solvency comparable to those required of like domestic companies, so long as such requirements do not have the effect of discrimination in substance against such alien companies.

**REFERAT  
VEDRØRENDE  
FORTOLKNING**

**af den i København den 1'oktober 1951 undertegnede venskabs-, handels- og søfartstraktat mellem kongeriget Danmark og Amerikas Forenede Stater.**

Følgende optegnelser gengiver den fælles forståelse hos repræsentanterne for kongeriget Danmark og Amerikas Forenede Stater med hensyn til visse fortolkningsspørgsmål, der opstod under forhandlingerne om bestemmelserne i den idag undertegnede venskabs-, handels- og søfartstraktat mellem de to lande:

*ad artiklerne VII og VIII:*

Ordet „handel”, der anvendes i artikel VII første stykke og i artikel VIII første stykke og ordene „professionel virksomhed”, der anvendes i artikel VII tredie stykke, omfatter ikke sø- og luftfart. Ved ordet „handel” forstås først og fremmest, men ikke udelukkende køb og salg af varer og dermed i forbindelse stående virksomhed.

*ad artikel VII første stykke:*

Der er enighed om, at begge parter i overensstemmelse med traktatens bestemmelser og formål kan stille særlige krav til udenlandske forsikringsselskaber for at sikre, at sådanne selskaber holder samme standard med hensyn til ansvar og solvens som den, der kræves af tilsvarende indenlandske selskaber, for så vidt sådanne krav ikke bevirker en væsentlig diskrimination mod sådanne udenlandske selskaber.

*ad Article VIII, paragraph 1:*

It is understood that either Party may consistently with the terms of this paragraph, maintain special requirements with respect to the residence or nationality of the founders, members of the boards of directors, and managing directors of companies constituted under its laws.

*ad artikel VIII første stykke:*

Der er enighed om, at begge parter i overensstemmelse med dette stykkes bestemmelser kan opretholde særlige krav med hen-syn til bopæl eller statsborger-forhold for stiftere af, bestyrelses-medlemmer i og administrerende direktører for selskaber, der oprettes i overensstemmelse med deres lovgivning.

*ad Article XI:*

Nothing in this Treaty shall be construed to supersede any provisions of the convention between the United States of America and the Kingdom of Denmark for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income, signed May 6th, 1948.<sup>[1]</sup>

*ad artikel XI:*

Denne traktats bestemmelser ændrer ikke bestemmelserne i den den 6. maj 1948 undertegnede overenskomst mellem kongeriget Danmark og Amerikas Forenede Stater til undgåelse af dobbelt-beskattning og til forhindring af beskatningsunddragelse, forså vidt angår indkomstskat.

*ad Article XIV, paragraph 4:*

It shall be sufficient for the purposes of subparagraph (c) if the information and views mentioned therein are imparted in the course of appropriate multilateral discussions (as pursuant to the General Agreement on Tariffs and Trade)<sup>[2]</sup> in which both Parties participate.

*ad artikel XIV fjerde stykke:*

Til opfyldelse af bestemmelserne i afsnit (c) er det tilstrækkeligt, at de deri nævnte oplysninger og synspunkter fremkommer under til egnede flersidde drøftelser (i henhold til Den Almindelige Overenskomst om Told og Udenrigshandel), hvori begge parter deltager.

*ad Article XIX, paragraph 2:*

The word "flag" in Article XIX, paragraph 2, shall also comprise a reference to the Faroese flag.

*ad artikel XIX andet stykke:*

Ordet „flag” i artikel XIX andet stykke omfatter også det færøske flag.

*Ad paragraph 6 of the Protocol:*

The provisions of paragraph 6 of the Protocol do not imply discriminatory measures against duly authorized banking enterprises.

*Ad protokollens stykke 6:*

Bestemmelserne i protokollens stykke 6 berettiger ikke til anvendelse af diskriminerende forholdsregler mod behørigt autoriserede bankvirksomheder.

E. A.

O. B. K.

<sup>1</sup> TIAS 1854; 62 Stat., pt. 2, p. 1730.

<sup>2</sup> TIAS 1700; 61 Stat., pts. 5 and 6.

# FEDERAL REPUBLIC OF GERMANY

## Second Agreement Regarding Certain Matters Arising From the Validation of German Dollar Bonds

*Agreement signed at Bonn August 16, 1960;*

*Ratification advised by the Senate of the United States of America  
May 4, 1961;*

*Ratified by the President of the United States of America May 15,  
1961;*

*Ratified by the Federal Republic of Germany June 9, 1961;*

*Ratifications exchanged at Washington June 30, 1961;*

*Proclaimed by the President of the United States of America  
July 7, 1961;*

*Entered into force June 30, 1961.*

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BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

### A PROCLAMATION

WHEREAS the Second Agreement between the United States of America and the Federal Republic of Germany Regarding Certain Matters Arising from the Validation of German Dollar Bonds was signed by the respective plenipotentiaries of the two countries at Bonn on August 16, 1960, the original of which agreement is word for word as follows:

**Second Agreement between the United States of America and  
the Federal Republic of Germany Regarding Certain Matters  
Arising from the Validation of German Dollar Bonds**

THE UNITED STATES OF AMERICA  
AND  
THE FEDERAL REPUBLIC OF GERMANY,

CONSIDERING,

THAT the United States of America (hereinafter referred to as "the United States") and the Federal Republic of Germany (hereinafter referred to as "the Federal Republic") concluded on April 1, 1953 an Agreement Regarding Certain Matters Arising from the Validation of German Dollar Bonds, [1] which entered into force on September 16, 1953;

THAT Article 1 of that Agreement provides that, except as may be agreed between the Federal Republic and the United States, the Federal Republic will not amend or modify its Law for the Validation of German Foreign Currency Bonds of August 25, 1952 (Bundesgesetzblatt 1952, Part I, page 553) (hereinafter referred to as "the Validation Law") or the Schedule thereto as they relate to bonds, debentures or other obligations listed in the said Schedule or in the First Implementing Ordinance under the said Law of February 21, 1953 (Bundesgesetzblatt 1953, Part I, page 31) and in respect of which the Schedule or the said Ordinance describes the United States as the Country of Offering, or extend the provisions of the said Law to bonds offered in the United States and not listed in the said Schedule or the said Ordinance;

THAT the Validation Law and thus the said Agreement relate only to Dollar Bonds whose issuers have their seat in the area of applicability of the Validation Law;

THAT it appears now in the mutual interest to extend the provisions of the Validation Law and the Agreement to the Dollar Bonds described in Article I, paragraph 1, below, whose issuers have no seat in the area of applicability of the Validation Law, since the Dollar Bonds are guaranteed by corporations located in that area or since the issuers own realizable assets in that area;

THAT it further appears necessary to enable the Federal Republic to amend the Validation Law with a view to allowing the subsequent granting of declaratory decrees, so as to eliminate hardships borne by former holders of Dollar Bonds;

<sup>1</sup> TIAS 2794; 4 UST 885.

HAVE AGREED AS FOLLOWS:

### Article I

(1) Dollar Bonds of the types listed in the attached Schedule shall be deemed to be foreign currency bonds as defined in Article 1 of the Validation Law. In respect of such Dollar Bonds, the United States shall be deemed to be the Country of Offering.

(2) The provisions of the Validation Law, the provisions of the Second Implementing Ordinance (Bundesanzeiger No. 50 of March 13, 1953) and of the Twelfth Implementing Ordinance (Bundesgesetzblatt 1956, Part I, page 742) thereto dated respectively March 7, 1953 and August 11, 1956, and the arrangements made in the Agreement between the Government of the United States and the Government of the Federal Republic of February 27, 1953 [1] and in the Agreement between the United States and the Federal Republic of April 1, 1953 shall apply to the Dollar Bonds listed in the attached Schedule including coupons issued in connection with the said Bonds, except as otherwise hereinafter provided.

(3) The Federal Republic may, with the consent of the Government of the United States, provide for the validation of other Dollar Bonds.

### Article II

The provisions referred to in Article I, paragraph 2, above, shall apply to the Dollar Bonds listed in the attached Schedule under serial number 1 with the following provisos:

1. The guarantors referred to under serial number 1 of the attached Schedule shall be deemed to be the issuers.
2. Articles 2 and 50 of the Validation Law and Article II of the Agreement between the United States and the Federal Republic of April 1, 1953 shall apply only in respect of the guarantors' obligations.
3. The Examining Agency (Article 11 of the Validation Law) shall be designated within two months from the date of entry into force of this Agreement.
4. The Opening Date (Article 19 of the Validation Law) shall be the first day of the third month following the date of the entry into force of this Agreement.
5. The registration period prescribed in Article 21, paragraph 1, first sentence, of the Validation Law shall be three years. The provisions of Article 21, paragraph 1, second sentence, and paragraph 2 of that Law shall not apply.
6. The provisions of Article 36 of the Validation Law shall apply with the proviso that the denial of validation shall not be noted on the registered bond and that such bond shall not be invalidated.

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<sup>1</sup> TIAS 2793; 4 UST 797.

7. The references in Article 50, paragraph 2, of the Validation Law to invalidation of bonds shall be deemed to be references to the return of the bonds.

### Article III

The provisions referred to in Article I, paragraph 2, above, shall apply to the Dollar Bonds listed in the attached Schedule under serial numbers 2, 3, 4, 5, 6 and 7 with the following provisos:

1. Article 2 of the Validation Law and Article II of the Agreement between the United States and the Federal Republic of April 1, 1953 shall not apply. No rights arising out of the Dollar Bonds may be asserted within the Federal Republic unless the bonds have been validated. The prohibition of payment in Article 14 of the Validation Law shall apply only with regard to payment from an issuer's assets located within the Federal Republic.
2. The Examining Agency (Article 11 of the Validation Law) shall be designated within two months from the date of entry into force of this Agreement.
3. Whenever, under the provisions of the Validation Law, venue depends on the seat of the issuer, the seat of the Examining Agency shall be controlling.
4. The Opening Date (Article 19 of the Validation Law) shall be the first day of the third month following the date of entry into force of this Agreement.
5. The registration period prescribed in Article 21, paragraph 1, first sentence, of the Validation Law shall be three years. The provisions of Article 21, paragraph 1, second sentence, and paragraph 2 of that Law shall not apply.
6. The provisions of Article 36 of the Validation Law shall apply with the proviso that the denial of validation shall not be noted on the registered bond and that such bond shall not be invalidated.
7. The provisions of the Validation Law governing declaratory decrees (Article 4), invalidation of foreign currency bonds which have not been validated (Article 50), subsequent validation of foreign currency bonds (Article 51), compensation for foreign currency bonds which have become invalid (Article 52), claims for compensation under declaratory decrees (Article 53), compensation claims for amortization bonds (Article 54), and the release of collateral (Articles 59, 60 and 61) shall not be applicable.
8. The administrative fee prescribed in Article 64 of the Validation Law shall not exceed four percent of the measuring amount prescribed in paragraph 1, third sentence, of that Article.

## Article IV

The Federal Republic undertakes to enact legislation permitting bankruptcy proceedings to take place in respect of the assets in the Federal Republic of the issuers of Dollar Bonds listed in the Schedule under serial numbers 2 to 7. In this connection, provision may be made to the effect that the validation costs to be borne by issuers pursuant to Articles 63 and 64 of the Validation Law shall, in the event of bankruptcy proceedings in respect of the issuers' assets, be deemed to be first priority charges within the meaning of Article 58 No. 2 of the German Bankruptcy Code.

## Article V

The Federal Republic may amend the Validation Law by enacting provisions permitting a subsequent granting of declaratory decrees in respect of Dollar Bonds in cases where the claimants' failure to comply with the registration periods prescribed in the Validation Law was not due to gross negligence on their part. In this connection, the Federal Republic will provide that claims for compensation under declaratory decrees issued subsequently may not be asserted where such assertion would impair the claims for compensation under Articles 52, 53 and 54 of the Validation Law, and that claims for compensation of the first-mentioned type shall be inadmissible to the extent that their admission would entitle the issuer to make the reductions provided for in Article 53, paragraph 2, or Article 54, paragraph 2, of the Validation Law.

## Article VI

(1) This Agreement shall also apply to Land Berlin provided that the Government of the Federal Republic has not delivered a contrary declaration to the Government of the United States within three months from the date of entry into force of this Agreement.

(2) In the application of this Agreement to Land Berlin, references to the Federal Republic of Germany shall be deemed also to be references to Land Berlin.

## Article VII

(1) This Agreement shall require ratification; the instruments of ratification shall be exchanged in Washington as soon as possible.

(2) This Agreement shall enter into force upon the exchange of the instruments of ratification.

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

DONE at Bonn in duplicate, in the English and German languages,  
both texts being equally authentic,  
this sixteenth day of August, 1960.

**For the United States of America      For the Federal Republic of  
Germany**

WALTER DOWLING

v BRENTANO.

TIAS 4798

Schedule to Article 1, Paragraph 1

Ser. No.	in German Designation	Issuer	in American Designation	Original Rate of Interest	Designation	Year of Issue
1.	Ostpreussenwerk Aktiengesellschaft Garanten: Vereinigte Industrie-Unternehmungen Aktiengesellschaft; Preussische Elektrizitaets-Aktiengesellschaft	East Prussian Power Company Guarantors: United Industrial Corporation; Prussian Electric Company		6%	First Mortgage Sinking Fund Gold Bonds Due June 1, 1953	1928
2.	Aktiengesellschaft Saechsische Werke	Saxon Public Works, Inc.		7%	First Mortgage Twenty-Year Sinking Fund Guaranteed External Loan Gold Bonds	1925
3.	Aktiengesellschaft Saechsische Werke	Saxon Public Works, Inc.		6½%	General and Refunding Mortgage Guaranteed Gold Bonds Due May 1, 1951	1926
4.	Aktiengesellschaft Saechsische Werke	Saxon Public Works, Inc.		6%	Guaranteed Gold Notes Due July 15, 1937	1932
5.	Aktiengesellschaft Saechsische Werke	Saxon Public Works, Inc.		5%	Guaranteed Serial Gold Notes Due March 1, 1943	1933
6.	Maerkisches Elektrizitaetwerk Aktiengesellschaft (jetzt: Brandenburgisch-Mecklenburgische Elektrizitaetswerke Aktiengesellschaft)	Brandenburg Electric Power Company		6%	Twenty-Five-Year First Mortgage Sinking Fund Gold Bonds External Loan Due May 1, 1953	1928
7.	Ueberlandzentrale Pommern Aktiengesellschaft	Pomerania Electric Company		6%	Sinking Fund Mortgage Gold Bonds Due May 1, 1953	1928

**Zweites Abkommen zwischen den Vereinigten Staaten von Amerika und der Bundesrepublik Deutschland über gewisse Angelegenheiten, die sich aus der Bereinigung deutscher Dollarbonds ergeben**

**DIE VEREINIGTEN STAATEN VON AMERIKA  
und  
DIE BUNDESREPUBLIK DEUTSCHLAND**

**HABEN IN DER ERWÄGUNG,**

**DASS** die Vereinigten Staaten von Amerika (im folgenden "Vereinigte Staaten" genannt) und die Bundesrepublik Deutschland (im folgenden "Bundesrepublik" genannt) am 1. April 1953 ein Abkommen über gewisse Angelegenheiten, die sich aus der Bereinigung deutscher Dollarbonds ergeben, geschlossen haben, das am 16. September 1953 in Kraft getreten ist;

**DASS** Artikel I dieses Abkommens bestimmt, dass die Vereinigten Staaten vorbehaltlich anderer zukünftiger Vereinbarungen zwischen den Vereinigten Staaten und der Bundesrepublik weder das Gesetz zur Bereinigung von deutschen Schuldverschreibungen, die auf ausländische Währung lauten, vom 25. August 1952 (Bundesgesetzblatt 1952 Teil I Seite 553)—im folgenden "Bereinigungsgesetz" genannt—noch das dazugehörige Verzeichnis der Auslandsbonds ergänzen oder abändern wird, soweit sich Gesetz und Verzeichnis auf Bonds, Schuldverschreibungen oder sonstige Wertpapiere beziehen, die in dem Verzeichnis oder in der Ersten Durchführungsverordnung zum Bereinigungsgesetz vom 21. Februar 1953 (Bundesgesetzblatt 1953 Teil I Seite 31) unter Angabe der Vereinigten Staaten als Begebungsland aufgeführt sind, noch die Bestimmungen des Bereinigungsgesetzes auf Bonds ausdehen wird, die in den Vereinigten Staaten begeben und in dem genannten Verzeichnis oder der genannten Durchführungsverordnung nicht aufgeführt sind;

**DASS** das Bereinigungsgesetz und demgemäß das genannte Abkommen sich nur auf Dollarbonds erstrecken, die von Ausstellern mit Sitz im Geltungsbereich des Bereinigungsgesetzes ausgestellt sind;

**DASS** es nunmehr im beiderseitigen Interesse angebracht erscheint, die Bestimmungen des Bereinigungsgesetzes und des Abkommens auch auf die in nachstehendem Artikel I Absatz 1 bezeichneten deutschen Dollarbonds, deren Aussteller keinen Sitz im Geltungsbereich des Bereinigungsgesetzes haben, auszudehnen, weil die Dollarbonds von Gesellschaften im Geltungsbereich des Bereinigungsgesetzes garantiert sind oder weil die Aussteller der Bonds verwertbares Vermögen im Geltungsbereich des Bereinigungsgesetzes haben;

DASS es ferner geboten erscheint, der Bundesrepublik eine Ergänzung des Bereinigungsgesetzes zu ermöglichen, mit der zur Beseitigung von Härten für frühere Inhaber von Dollarbonds eine nachträgliche Erteilung von Feststellungsbescheiden zugelassen wird;

**FOLGENDES VEREINBART:**

**Artikel I**

(1) Dollarbonds der im anliegenden Verzeichnis aufgeführten Art gelten als Auslandsbonds im Sinne des § 1 des Bereinigungsgesetzes. Als Begebungsland dieser Dollarbonds gelten die Vereinigten Staaten.

(2) Die Vorschriften des Bereinigungsgesetzes, der dazu ergangenen Zweiten Durchführungsverordnung vom 7. März 1953 (Bundesanzeiger Nr. 50 vom 13. März 1953) und Zwölften Durchführungsverordnung vom 11. August 1956 (Bundesgesetzblatt 1956 Teil I Seite 742) sowie die in dem Abkommen zwischen der Regierung der Vereinigten Staaten und der Regierung der Bundesrepublik vom 27. Februar 1953 und in dem Abkommen zwischen den Vereinigten Staaten und der Bundesrepublik vom 1. April 1953 getroffenen Vereinbarungen finden auf die im Verzeichnis aufgeführten Dollarbonds einschliesslich der dazu ausgegebenen Zinsscheine Anwendung, soweit im folgenden nichts anderes bestimmt ist.

(3) Die Bundesrepublik kann Vorschriften zur Bereinigung weiterer Dollarbonds erlassen, wenn die Regierung der Vereinigten Staaten zustimmt.

**Artikel II**

Auf die im Verzeichnis unter Nr. 1 aufgeführten Dollarbonds finden die in Artikel I Absatz 2 genannten Vorschriften mit folgenden Massgaben Anwendung:

1. Als Aussteller gelten die im Verzeichnis unter Nr. 1 genannten Garanten.
2. §§ 2, 50 des Bereinigungsgesetzes und Artikel II des Abkommens zwischen den Vereinigten Staaten und der Bundesrepublik vom 1. April 1953 gelten nur für die Verpflichtungen der Garanten.
3. Die Prüfstelle (§ 11 des Bereinigungsgesetzes) ist innerhalb von zwei Monaten nach Inkrafttreten dieses Abkommens zu benennen.
4. Als Stichtag (§ 19 des Bereinigungsgesetzes) gilt der erste Tag des auf das Inkrafttreten dieses Abkommens folgenden dritten Monats.
5. Die in § 21 Absatz 1 Satz 1 des Bereinigungsgesetzes genannte Anmeldefrist beträgt drei Jahre. § 21 Absatz 1 Satz 2 und Absatz 2 des Bereinigungsgesetzes findet keine Anwendung.
6. § 36 des Bereinigungsgesetzes findet mit der Massgabe Anwendung, dass weder die Ablehnung auf dem angemeldeten Bond zu vermerken noch der Bond zu entwerten ist.

7. In § 50 Absatz 2 des Bereinigungsgesetzes tritt an die Stelle der Entwertung die Rückgabe der Bonds.

### Artikel III

Auf die im Verzeichnis unter Nr. 2 bis 7 aufgeführten Dollarbonds finden die in Artikel I Absatz 2 genannten Vorschriften mit folgenden Massgaben Anwendung:

1. § 2 des Bereinigungsgesetzes und Artikel II des Abkommens zwischen den Vereinigten Staaten und der Bundesrepublik vom 1. April 1953 finden keine Anwendung. Ansprüche aus den Dollarbonds können in der Bundesrepublik nur geltend gemacht werden, wenn die Dollarbonds anerkannt sind. Das Leistungsverbot nach § 14 des Bereinigungsgesetzes gilt nur für Zahlungen aus dem in der Bundesrepublik befindlichen Vermögen der Aussteller.
2. Die Prüfstelle (§ 11 des Bereinigungsgesetzes) ist innerhalb von zwei Monaten nach Inkrafttreten dieses Abkommens zu benennen.
3. Zuständigkeiten, die nach dem Bereinigungsgesetz vom Sitz des Ausstellers abhängen, richten sich nach dem Sitz der Prüfstelle.
4. Als Stichtag (§ 19 des Bereinigungsgesetzes) gilt der erste Tag des auf das Inkrafttreten dieses Abkommens folgenden dritten Monats.
5. Die in § 21 Absatz 1 Satz 1 des Bereinigungsgesetzes genannte Anmeldefrist beträgt drei Jahre. § 21 Absatz 1 Satz 2 und Absatz 2 des Bereinigungsgesetzes findet keine Anwendung.
6. § 36 des Bereinigungsgesetzes findet mit der Massgabe Anwendung, dass weder die Ablehnung auf dem angemeldeten Bond zu vermerken noch der Bond zu entwerten ist.
7. Die Vorschriften des Bereinigungsgesetzes über Feststellungsbescheide (§ 4), Kraftlosigkeit nicht anerkannter Auslandsbonds (§ 50), nachträgliche Anerkennung von Auslandsbonds (§ 51), Entschädigungsansprüche für kraftlos gewordene Auslandsbonds (§ 52), Entschädigungsansprüche aus Feststellungsbescheiden (§ 53), Entschädigungsansprüche für Tilgungsstücke (§ 54) sowie über die Freigabe von Sicherheiten (§§ 59 bis 61) finden keine Anwendung.
8. Die Verwaltungsabgabe (§ 64 des Bereinigungsgesetzes) darf vier vom Hundert des Bemessungsbetrages (§ 64 Absatz 1 Satz 3) nicht übersteigen.

### Artikel IV

Die Bundesrepublik verpflichtet sich, Rechtsvorschriften zu erlassen, die es ermöglichen, dass ein Konkursverfahren über das in der Bundesrepublik befindliche Vermögen der im Verzeichnis unter

Nr. 2 bis 7 genannten Aussteller von Dollarbonds stattfindet. Dabei kann bestimmt werden, dass die von Ausstellern nach §§ 63, 64 des Bereinigungsgesetzes zu tragenden Kosten der Bereinigung im Falle der Konkursöffnung über das Vermögen der Aussteller als Massekosten im Sinne des § 58 Nr. 2 der Konkursordnung gelten.

#### Artikel V

Die Bundesrepublik kann das Bereinigungsgesetz durch Rechtsvorschriften ergänzen, die eine nachträgliche Erteilung von Feststellungbescheiden für Dollarbonds ermöglichen, wenn die Berechtigten die Anmeldefristen des Bereinigungsgesetzes ohne eigene grobe Fahrlässigkeit versäumt haben. Die Bundesrepublik wird dabei bestimmen, dass Entschädigungsansprüche aus nachträglich erteilten Feststellungbescheiden nicht geltend gemacht werden können, soweit dies zu einer Beeinträchtigung der Entschädigungsansprüche nach §§ 52 bis 54 des Bereinigungsgesetzes führen würde, und dass diese Entschädigungsansprüche insoweit ausgeschlossen sind, als ihre Berücksichtigung den Aussteller nach § 53 Absatz 2 oder nach § 54 Absatz 2 des Bereinigungsgesetzes zu Kürzungen berechtigen würde.

#### Artikel VI

(1) Dieses Abkommen gilt auch für das Land Berlin, sofern nicht die Regierung der Bundesrepublik Deutschland gegenüber der Regierung der Vereinigten Staaten innerhalb von drei Monaten nach Inkrafttreten dieses Abkommens eine gegenteilige Erklärung abgibt.

(2) Bei der Anwendung des Abkommens auf das Land Berlin gelten die Bezugnahmen auf die Bundesrepublik Deutschland auch als Bezugnahmen auf das Land Berlin.

#### Artikel VII

(1) Dieses Abkommen bedarf der Ratifizierung; die Ratifikationsurkunden sollen sobald wie möglich in Washington ausgetauscht werden.

(2) Dieses Abkommen tritt mit dem Austausch der Ratifikationsurkunden in Kraft.

ZU URKUND DESSEN haben die hierzu gehörig bevollmächtigten Unterzeichneten dieses Abkommen unterschrieben.

GESCHEHEN zu Bonn am 16. August 1960 in vier Urschriften, zwei in englischer und zwei in deutscher Sprache, wobei jeder Wortlaut gleichermassen verbindlich ist.

Für die Vereinigten Staaten  
von Amerika

WALTER DOWLING

Für die Bundesrepublik  
Deutschland

v BRENTANO.

## Anlage

Verzeichnis  
nach Artikel I Absatz 1

Lfd. Nr.	in deutscher Bezeichnung	Aussteller	in amerikanischer Bezeichnung	Ursprüng- licher Zinssatz	Bezeichnung	Aus- gabe- Jahr
1	Ostpreussenwerk Aktiengesellschaft Garanten: Vereinig- te Industrie-Unter- nehmungen Aktienge- sellschaft; Preussi- sche Elektrizitäts- Aktiengesellschaft	East Prussian Power Com- pany Guarantors: United Industrial Corporation; Prussian Elec- tric Company	6%	First Mortgage Sinking Fund Gold Bonds Due June 1, 1953	1928	
2	Aktiengesellschaft Sächsische Werke	Saxon Public Works, Inc.	7%	First Mortgage Twenty-Year Sinking Fund Guaranteed External Loan Gold Bonds	1925	
3	Aktiengesellschaft Sächsische Werke	Saxon Public Works, Inc.	6½%	General and Refunding Mortgage Guaranteed Gold Bonds Due May 1, 1951	1926	
4	Aktiengesellschaft Sächsische Werke	Saxon Public Works, Inc.	6%	Guaranteed Gold Notes Due July 15, 1937	1932	
5	Aktiengesellschaft Sächsische Werke	Saxon Public Works, Inc.	5%	Guaranteed Serial Gold Notes Due March 1, 1943	1933	
6	Märkisches Elektri- zitätswerk Aktiengesellschaft (jetzt: Brandenbur- gisch-Mecklenburgi- sche Elektrizitäts- werke Aktiengesell- schaft)	Brandenburg Electric Power Company	6%	Twenty-Five- Year First Mortgage Sinking Fund Gold Bonds External Loan Due May 1, 1953	1928	
7	Überlandzentrale Pommern Aktiengesellschaft	Pomerania Electric Company	6%	Sinking Fund Mortgage Gold Bonds Due May 1, 1953	1928	

WHEREAS the Senate of the United States of America by their Resolution of May 4, 1961, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said agreement;

WHEREAS the said agreement was duly ratified by the President of the United States of America on May 15, 1961, in pursuance of the aforesaid advice and consent of the Senate, and has been duly ratified on the part of the Federal Republic of Germany;

WHEREAS the respective instruments of ratification of the said agreement were duly exchanged at Washington on June 30, 1961;

AND WHEREAS it is provided in Article VII of the said agreement that the agreement shall enter into force upon the exchange of the instruments of ratification;

Now, THEREFORE, I, John F. Kennedy, President of the United States of America, do hereby proclaim and make public the said agreement to the end that the same, and every article and clause thereof, may 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 on and after June 30, 1961, the date of exchange of the instruments of ratification.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this seventh day of July in the year of our Lord one thousand nine hundred sixty-one and  
[SEAL] of the Independence of the United States of America the one hundred eighty-sixth.

JOHN F KENNEDY

By the President:  
Secretary of State  
DEAN RUSK

# **ARGENTINA**

## **Guaranty of Private Investments**

*Agreement signed at Buenos Aires December 22, 1959;  
Entered into force provisionally December 22, 1959;  
Entered into force definitively May 5, 1961.*

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### **AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA and the GOVERNMENT OF THE ARGENTINE REPUBLIC**

The Governments of the Argentine Republic and the United States of America;

In the desire to strengthen the friendly relations which unite the two countries;

Recognizing that the investment in Argentina of private capital originating in the United States of America can stimulate the economy of Argentina, thereby effecting a rise in its production and a greater exchange in trade between the Argentine Republic and the United States of America;

For these purposes have concluded the following:

#### **AGREEMENT**

**ARTICLE 1.** The Governments of the Argentine Republic and the United States of America agree to consult at the request of either of them, and to exchange information respecting projects for investments in the Argentine Republic, proposed by nationals of the United States of America, of substantially United States capital, which specifically contain a request for governmental guaranties authorized by Section 413(b)(4) of the United States Mutual Security Act of 1954,[<sup>1</sup>] as amended to date, to insure against losses resulting from inconvertibility.

**ARTICLE 2.** The Government of the United States of America or any official agency that may be designated responsible for this matter, shall not authorize the aforementioned guaranty for any project that does not have the written approval of the Government of Argentina.

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<sup>1</sup> 68 Stat. 847; 22 U.S.C. § 1983(b)(4).

ARTICLE 3. If the Government of the United States of America makes payment in dollars to any person by reason of the aforementioned guaranty, the Government of Argentina shall recognize the transfer to the Government of the United States of America of any currency or credits on account of which such payment is made, and the subrogation of the Government of the United States of America to any right, title, claim or cause of action existing in connection therewith.

ARTICLE 4. Any amount in Argentine currency acquired by the Government of the United States of America, pursuant to the transfers and subrogations mentioned in the foregoing article, shall enjoy treatment no less favorable than that accorded in the Argentine Republic to private funds from transactions of nationals of the United States of America that are comparable to transactions covered by such guaranty. These sums shall be freely available to the Government of the United States of America for administrative expenses in Argentina.

ARTICLE 5. This agreement shall enter into force provisionally on the date of signature by representatives of the Governments of the Argentine Republic and the United States of America. It shall enter into force definitively [¹] on the date of receipt by the Government of the United States of America of a note from the Government of Argentina stating that the agreement has been approved by the Government of Argentina in accordance with its constitutional procedures.

All obligations, rights or actions arising from this agreement shall remain in force beyond the date of its termination until all obligations in connection with any guaranties issued by the Government of the United States of America in accordance with this agreement shall have been concluded.

In Witness whereof, this agreement is signed, in four copies of the same tenor in the Spanish and English languages, in the city of Buenos Aires, capital of the Argentine Republic on the twenty-second day of the month of December of nineteen hundred and fifty-nine.

For the United States of  
America :

MAURICE M BERNBAUM

Maurice M. Bernbaum  
*Chargé d'Affaires ad interim of  
the United States of America*

For Argentina :

DIOGENES TABOADA

Diogenes Taboada  
*Minister of Foreign Affairs  
and Worship of the Argentine  
Republic*

[SEAL]

[SEAL]

<sup>1</sup> May 5, 1961.

**ACUERDO ENTRE EL GOBIERNO DE LA REPUBLICA ARGENTINA Y EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA**

Los Gobiernos de la República Argentina y de los Estados Unidos de América ;

En el deseo de fortalecer las amistosas relaciones que unen a los dos países ;

Reconociendo que la inversión en la Argentina de capitales privados originarios de los Estados Unidos de América puede estimular la economía argentina, y con ello producir un incremento de su producción y un mayor intercambio comercial entre la República Argentina y los Estados Unidos de América ;

Con tales propósitos han convenido el siguiente

**ACUERDO**

**ARTICULO 1º.**— Los Gobiernos de la República Argentina y de los Estados Unidos de América acuerdan consultarse a petición de cualquiera de ellos e intercambiar la información relativa a proyectos para inversiones en la República Argentina, propuestos por personas nacionales de los Estados Unidos de América, de capitales substancialmente estadounidenses, los cuales contengan específicamente un pedido de garantías gubernamentales autorizadas por la Sección 413 (b) (4) del Acta de los Estados Unidos de seguridad mutua de 1954, con las enmiendas introducidas hasta la fecha, para asegurarse contra pérdidas resultantes de inconvertibilidad.

**ARTICULO 2º.**— El Gobierno de los Estados Unidos de América, o cualquier organismo oficial que pueda ser designado competente para esta materia, no otorgará la mencionada garantía para ningún proyecto que no tenga aprobación escrita del Gobierno argentino.

**ARTICULO 3º.**— Si el Gobierno de los Estados Unidos de América efectúa pagos en dólares a cualquier persona en razón de la garantía mencionada, el Gobierno argentino reconocerá la transferencia al Gobierno de los Estados Unidos de América de cualquier dinero o créditos por cuenta de los cuales se efectúa el pago, y la subrogación en favor del Gobierno de los Estados Unidos de América de cualquier derecho, título, reclamación, o causa de acción que exista en relación a los mismos.

**ARTICULO 4º.**— Cualquier suma en moneda argentina adquirida por el Gobierno de los Estados Unidos de América conforme a las transferencias y subrogaciones señaladas en el artículo anterior, gozará de

trato no menos favorable que el acordado en la República Argentina a los fondos privados provenientes de transacciones de nacionales de los Estados Unidos de América que sean comparables a las transacciones cubiertas por tal garantía. Estas sumas serán libremente disponibles por el Gobierno de los Estados Unidos de América para gastos administrativos en la Argentina.

**ARTICULO 5º.**— El presente Acuerdo entrará en vigor provisionalmente en la fecha de su firma por los Representantes de los Gobiernos de la República Argentina y de los Estados Unidos de América. Entrará en vigor definitivamente en la fecha de recibo por el Gobierno de los Estados Unidos de América de una nota del Gobierno de Argentina, declarando que el Acuerdo ha sido aprobado por el Gobierno de Argentina de conformidad con sus procedimientos constitucionales.

Todas las obligaciones, derechos o acciones nacidas de este Acuerdo continuarán en vigor, después de la fecha de su terminación, hasta que todas las obligaciones vinculadas a cualquier garantía otorgada por los Estados Unidos de América de conformidad con este Acuerdo se hayan terminado.

En fe de lo cual, se firma este Acuerdo en cuatro copias de un mismo tenor, dos en idioma español y dos en inglés, en la ciudad de Buenos Aires, Capital de la República Argentina, a los veintidos días del mes de diciembre de mil novecientos cincuenta y nueve.

Por el Gobierno de la  
República Argentina:

DIOGENES TABOADA

Diogenes Taboada  
*Ministro de Relaciones  
Exteriores y Culto*

Por el Gobierno de los Estados  
Unidos de América:

MAURICE M BERNBAUM

Maurice M. Bernbaum  
*Ministro Consejero  
Encargado de Negocios  
a.i.*

# HONDURAS

## Economic, Technical and Related Assistance

*Agreement signed at Tegucigalpa April 12, 1961;  
Entered into force May 27, 1961.*

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**GENERAL AGREEMENT FOR CONVENIO GENERAL PARA  
ECONOMIC COOPERATION COOPERACION ECONOMICA  
BETWEEN THE GOVERN- ENTRE EL GOBIERNO DE  
MENT OF THE UNITED LOS ESTADOS UNIDOS DE  
STATES OF AMERICA AND NORTEAMERICA Y EL GO-  
THE GOVERNMENT OF BIERNO DE HONDURAS  
HONDURAS**

THE GOVERNMENT OF THE UNITED STATES OF AMERICA and THE GOVERNMENT OF HONDURAS, in the order to provide the basis upon which the Government of the United States of America is prepared to extend assistance to Honduras have agreed as follows:

EL GOBIERNO DE LOS ESTADOS UNIDOS DE NORTEAMERICA Y EL GOBIERNO DE HONDURAS, con el objeto de proporcionar las bases sobre las cuales el Gobierno de los Estados Unidos de Norteamérica está dispuesto a prestar ayuda a Honduras, han convenido lo siguiente:

### ARTICLE I

The Government of the United States of America will furnish such economic, technical and related assistance hereunder as may be requested by representatives of the appropriate agency or agencies of the Government of Honduras and approved by representatives of the agency designated by the Government of the United States of America to administer its responsibilities hereunder, or as may be requested and approved by other representatives designated by the Government of the United States of America and the

El Gobierno de los Estados Unidos de Norteamérica proporcionará la ayuda económica y técnica y cualquiera otra asistencia relacionada con lo previsto en este Convenio tal como fuere solicitada por los representantes de la correspondiente dependencia o dependencias del Gobierno de Honduras y aprobada por representantes de la dependencia designada por el Gobierno de los Estados Unidos de Norteamérica, para administrar las responsabilidades establecidas en este Convenio, así como también cuando

Government of Honduras. The fuere solicitada y aprobada por furnishing of such assistance shall be subject to the applicable laws and regulations of the Government of the United States of America. It shall be made available in accordance with written arrangements agreed upon between the above-mentioned representatives.

otros representantes designados por el Gobierno de los Estados Unidos de Norteamérica y el Gobierno de Honduras. La aportación de dicha asistencia estará sujeta a las leyes y reglamentos aplicables del Gobierno de los Estados Unidos de Norteamérica y será proporcionada de acuerdo con disposiciones por escrito convenidas entre los representantes arriba mencionados.

## ARTICLE II

The Government of Honduras will make the full contribution permitted by its manpower, sources, facilities and general economic condition in furtherance of the purposes for which assistance is made available hereunder; will take appropriate steps to insure the effective use of such assistance; will cooperate with the Government of the United States of America to assure that procurement will be at reasonable prices and on reasonable terms; will permit, without restriction, continuous observation and review of programs and operations hereunder and of records pertaining thereto by representatives of the Government of the United States of America; will provide the Government of the United States with full and complete information concerning such programs and operations and other relevant information which it may need to determine the nature and scope of operations hereunder and to evaluate the effectiveness of the assistance furnished or contemplated hereunder; and will give to the people of Honduras full publicity concerning programs and

El Gobierno de Honduras contribuirá en la medida máxima que le permitan sus recursos humanos y naturales y también sus facilidades y condiciones generales para el logro de los fines para los cuales dicha asistencia se hace por este medio disponible; tomará medidas apropiadas para asegurar el uso efectivo de tal asistencia; cooperará con el Gobierno de los Estados Unidos de Norteamérica para asegurar que las adquisiciones sean efectuadas a precios y en condiciones de pago razonables; permitirá, sin restricción, que los representantes del Gobierno de los Estados Unidos de Norteamérica observen y revisen continuamente los programas y operaciones aquí previstos así como todos los datos escritos pertinentes; proporcionará al Gobierno de los Estados Unidos de Norteamérica información amplia y completa relativa a dichos programas y operaciones y cualquiera otra información pertinente que pudiere necesitar para determinar la naturaleza y alcance de las operaciones aquí previstas y para evaluar la efectividad de la ayuda o

## ARTICULO II

operations hereunder. With respect to technical assistance programs hereunder, the Government of Honduras also will bear a fair share of the costs thereof; and will cooperate with other nations participating in such programs in the mutual exchange of technical knowledge and skills.

contemplada; y proporcionará al pueblo de Honduras amplia publicidad con relación a los programas y operaciones aquí previstos. Con relación a los programas de asistencia técnica aquí previstos, el Gobierno de Honduras también sufragará una justa proporción de los costos, tratará por todos los medios posibles de obtener una coordinación e integración completa de los programas de cooperación técnica que se estén llevando a cabo en Honduras; y cooperará con otras naciones que participen en tales programas en el intercambio mutuo de prácticas y conocimientos técnicos.

### ARTICLE III

1. In any case where commodities or services are furnished on a grant basis under arrangements which will result in the accrual of proceeds to the Government of Honduras from the import or sale of such commodities or services, the Government of Honduras except as may otherwise be agreed upon by the representatives referred to in Article I hereof, will establish in its own name a Special Account in the Central Bank, and will deposit promptly in such Special Account the amount of its currency equivalent to such proceeds.

2. Except as may otherwise be agreed upon by the representatives referred to in Article I hereof, the currency in the Special Account will be utilized as follows: Upon notification from time to time by the Government of the United States of America of its require-

### ARTICULO III

1. En cualquier caso donde se proporcionan productos o servicios a base de donaciones de acuerdo con arreglos que resultarán para el Gobierno de Honduras en el incremento de fondos provenientes de la importación o venta de tales productos o servicios, el Gobierno de Honduras, excepto si fuere convenido de otra manera por los representantes referidos en el Artículo I de este Convenio, establecerá en su propio nombre una Cuenta Especial en el Banco Central de Honduras y depositará inmediatamente en dicha Cuenta Especial en su moneda corriente la cantidad equivalente a dichas sumas.

2. Los fondos de la Cuenta Especial serán utilizados (excepto cuando fuere convenido en otra forma por los representantes referidos en el Artículo I de este Convenio) de la siguiente manera: Cuando el Gobierno de los Estados Unidos de América notifique la

ments for the currency of Honduras the Government of Honduras will make available to the Government of the United States, in the manner requested by it, out of any balances in the Special Account, such sums as are stated in such notifications to be necessary for such requirements. The Government of Honduras may draw upon any remaining balances in the Special Account for such purposes beneficial to Honduras as may be agreed upon from time to time by the representatives referred to in Article I hereof. Whenever funds from such Special Account are used by the Government of Honduras to make loans, all funds received in repayment of such loans prior to the termination of assistance hereunder shall be deposited in the Special Account. Any unencumbered balances of funds which remain in the Special Account upon termination of assistance hereunder to the Government of Honduras shall be disposed of for such purposes as may be agreed upon by the representatives referred to in Article I hereof.

necesidad de hacer uso de la moneda corriente de Honduras, el Gobierno de Honduras pondrá a la disposición del Gobierno de los Estados Unidos, en la forma solicitada por éste, y del balance de la Cuenta Especial de Honduras, las sumas que sean especificadas como necesarias en tales notificaciones. El Gobierno de Honduras podrá girar sobre el balance remanente de su Cuenta Especial para aquellos fines que los representantes referidos en el Artículo I de éste Convenio acordaren ser de beneficio a Honduras. Siempre que el Gobierno de Honduras use fondos de la Cuenta Especial para hacer préstamos, todos los fondos recibidos en pago por dichos préstamos previos a la terminación de la ayuda por éste medio proporcionada, serán depositados en la Cuenta Especial. Cualquier balance de fondos no obligados que permanezca en la Cuenta Especial al terminarse la ayuda por éste medio provista al Gobierno de Honduras, será usado para los fines que puedan acordarse entre los representantes referidos en el Artículo I de éste Convenio.

#### ARTICLE IV

The Government of Honduras will receive a special mission and its personnel to discharge the responsibilities of the Government of the United States of America hereunder; will consider this special mission and its personnel as part of the diplomatic mission of the United States of America in Honduras for the purpose of enjoying the privileges and immunities accorded to that diplomatic mission and its personnel of comparable rank; and will give full cooperation to the special mission

El Gobierno de Honduras recibirá una misión especial con su personal para cumplir con las responsabilidades del Gobierno de los Estados Unidos de Norteamérica aquí previstas. El Gobierno de Honduras considerará ésta misión especial así como su personal como parte de la misión diplomática de los Estados Unidos de Norteamérica en Honduras con el objeto de proporcionarles los privilegios e inmisiones que se le acuerden a esa misión diplomática y su personal

#### ARTICULO IV

and its personnel, including the furnishing of facilities necessary for the purpose of carrying out the provisions hereof.

de rango comparable; y proporcionará a la misión especial y a su personal toda la cooperación, incluyendo las facilidades necesarias a fin de llevar a cabo las disposiciones contraídas por éste medio.

#### ARTICLE V

In order to assure the maximum benefits to the people of Honduras from the assistance to be furnished hereunder:

- (a) Any supplies, materials, equipment, commodities, or funds introduced into or acquired in Honduras by the Government of the United States of America or any contractor financed by that Government, for purposes of this Agreement shall, while such supplies, materials, equipment, commodities, or funds are used in connection with this Agreement, be exempt from any taxes on ownership or use of property, and any other taxes, investment, or deposit requirements and currency controls in Honduras, and the import, export, purchase, use or disposition of any such supplies, materials, equipment, commodities, or funds in connection with this Agreement shall be exempt from any tariffs, customs duties, import and export taxes, taxes on purchase or disposition of property, and any other taxes or similar charges in Honduras.

#### ARTICULO V

A fin de asegurar al pueblo de Honduras los beneficios máximos de la asistencia a proporcionarse por éste medio se acuerda que:

- (a) Cualesquiera suministros, materiales, equipo, productos, o fondos introducidos o adquiridos en Honduras por el Gobierno de los Estados Unidos de Norteamérica o por cualquier contratista financiado por éste Gobierno para llevar a cabo los fines de éste Convenio, deberán, siempre que tales suministros, materiales, equipo, productos o fondos sean usados en conexión con éste Convenio, estar exentos de cualquier impuesto de propiedad o uso de propiedad, y cualesquiera otros impuestos, requisitos sobre inversiones, depósitos o controles monetarios en Honduras; y la importación, exportación, compra, uso o disposición de cualquiera de tales suministros, materiales, equipo, productos o fondos en conexión con éste Convenio estarán exentos de cualquier tarifa, impuestos aduanales, impuestos de importación y exportación, impuestos sobre compra o disposición de propiedad, y cualesquier otros impuestos o cargos similares en Honduras.

(b) All personnel, except citizens and permanent residents of Honduras, whether employees of the Government of the United States of America or its agencies or individuals under contract with, or employees of public or private organizations under contract with the Government of the United States of America or the Government of Honduras or any agencies of either the Government of the United States of America or the Government of Honduras who are present in Honduras to perform work in connection herewith, shall be exempt from income and social security taxes levied under the laws of Honduras, and from taxes on the purchase, ownership, use or disposition of personal movable property (including automobiles) intended for their own use. Such personnel and members of their families shall receive the same treatment with respect to the payment of customs, import, export, and all other duties and fees on personal effects (including automobiles), equipment, and supplies imported into Honduras for their own use as is accorded by the Government of Honduras to diplomatic personnel of the Embassy of the United States of America in Honduras.

(b) Todo el personal, a excepción de los ciudadanos y residentes permanentes de Honduras, ya sean empleados del Gobierno de los Estados Unidos de América o sus dependencias, o personas bajo contrato, o empleados de organizaciones públicas o privadas bajo contrato con el Gobierno de los Estados Unidos de Norteamérica o el Gobierno de Honduras o cualquier dependencia ya sea del Gobierno de los Estados Unidos de Norteamérica o del Gobierno de Honduras, quienes se encuentran en Honduras para ejecutar trabajos relacionados con este Convenio, estarán exentos de impuestos sobre la renta y de seguro social exigidos por las leyes de Honduras, y de impuestos sobre compras, propiedad, uso o disposición de bienes muebles personales (incluyendo automóviles) destinados a su uso personal. Este personal y los miembros de sus familias recibirán el mismo trato, con relación al pago de derechos arancelarios de importación y exportación sobre sus efectos personales, equipo y suministros (incluyendo automóviles) importados a Honduras para su uso personal, al acordado por el Gobierno de Honduras al personal diplomático de la Embajada de los Estados Unidos en Honduras.

(c) Funds introduced into Honduras for purposes of furnishing assistance hereunder shall be convertible into currency of Honduras at the rate providing the largest number of units of such currency per United States dollar, which, at the time the conversion is made, is not unlawful in Honduras.

(c) Los fondos introducidos a Honduras con el objeto de proporcionar la asistencia de acuerdo con este Convenio, serán convertibles a moneda corriente de Honduras al tipo de cambio que rinda el número más alto de unidades de la moneda de Estados Unidos y que sea legal en Honduras en el momento de efectuarse la conversión.

#### ARTICLE VI

1. This Agreement shall enter into force [1] on the date of the communication by which the Government of Honduras notifies the Government of the United States of America that it has been ratified and shall remain in force until 90 days after receipt by either Government of written notification of the intention of the other to terminate it. In such event, the provisions of this Agreement shall remain in full force and effect with respect to assistance furnished pursuant to this Agreement before such termination.

2. All or any part of the program of assistance provided hereunder may, except as may otherwise be provided in arrangements agreed upon pursuant to Article I hereof, be terminated by either Government if that Government determines that because of changed conditions the continuation of such assistance is unnecessary or undesirable. The termination of such assistance under this provision

1. Este Convenio entrará en vigor en la fecha de la comunicación por medio de la cual el Gobierno de Honduras notifica al Gobierno de los Estados Unidos de Norteamérica que ha sido ratificado por el Congreso del Gobierno de Honduras y permanecerá en vigencia hasta 90 días después del recibo de notificación escrita por cualquiera de los Gobiernos de la intención del otro de terminarlo. En tal caso, las disposiciones de éste Convenio con respecto a la asistencia proporcionada de acuerdo con éste Convenio permanecerán en completo vigor y efecto hasta dicha terminación.

2. Todas o cualquier parte del programa de asistencia proporcionado por éste medio pueden, excepto si fuere en otra forma convenido por medio de arreglos de acuerdo con el Artículo I de éste Convenio, ser terminadas por cualquiera de los dos Gobiernos, si ese Gobierno determina que debido a cambio de condiciones la continuación de dicha ayuda es innecesaria o indeseable. La ter-

<sup>1</sup> May 27, 1961.

may include the termination of deliveries of any commodities hereunder not yet delivered.

minación de dicha ayuda bajo ésta disposición puede incluir la cancelación de entregas de cualquier producto, aquí provisto que no haya sido aún entregado.

3. The two Governments or their designated representatives shall, upon request of either of them consult regarding any matter on the application, operation or amendment of this Agreement.

4. Upon its entry into force, this Agreement will supersede the Point Four General Agreement for Technical Cooperation between the United States of America and Honduras signed at Tegucigalpa on January 26, 1951, as extended and amended by the Agreement effected by an exchange of notes signed at Tegucigalpa on December 14, 1951, and January 3, 1952. [1] Arrangements or agreements implementing the above-mentioned Agreement, as amended and extended, and concluded prior to the entry into force of this Agreement shall, from such date of entry into force, be subject to this Agreement.

3. Los dos Gobiernos o sus representantes designados deberán, a solicitud de cualquiera de ellos, consultar en cualquier asunto relativo a la aplicación, operación o enmienda de éste Convenio.

4. Al entrar éste Convenio en vigencia reemplazará el Convenio General del Punto IV para Cooperación Técnica entre los Estados Unidos de Norteamérica y Honduras firmado en Tegucigalpa el 26 de Enero de 1951, y extendido y enmendado por el Convenio efectuado por un intercambio de notas firmado en Tegucigalpa el 14 de Diciembre de 1951 y el 3 de Enero de 1952. Tales arreglos o convenios, con sus enmiendas y extensiones, que hayan entrado en vigor antes de éste Convenio y que pongan en efecto el Convenio de 1951, estarán sujetos al presente Convenio desde la fecha en que éste entre en vigencia.

Done at Tegucigalpa, D.C., on April twelve, nineteen sixty one in the English and Spanish languages. Firmado en Tegucigalpa, D.C., el doce de Abril de mil novecientos sesenta y uno en los idiomas Inglés y Español.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

CHARLES R. BURROWS

Charles R. Burrows  
*Ambassador Extraordinary and  
Plenipotentiary*

FOR THE GOVERNMENT OF HONDURAS

ANDRES ALVARADO PUERTO.

Andrés Alvarado Puerto  
*Minister of Foreign Relations*

<sup>1</sup> TIAS 2192, 2636; 2 UST 467; 3 UST, pt. 4, p. 4737.

# CAMEROUN

## Economic, Technical and Related Assistance

*Agreement effected by exchange of notes  
Signed at Yaoundé May 26, 1961;  
Entered into force May 26, 1961.*

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*The American Ambassador to the Camerounian Minister for Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
Yaounde, May 26, 1961.

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two Governments and to advise you that the Government of the United States of America will be prepared to furnish to the Government of the Republic of Cameroun economic, technical and related assistance in accordance with the understandings set forth below:

1. The Government of the United States of America will furnish such economic, technical and related assistance hereunder as may be requested by the Government of the Republic of Cameroun, or by representatives designated by it, and approved by representatives of the agency designated by the Government of the United States of America to administer its responsibilities hereunder. Such assistance shall be furnished in accordance with arrangements agreed upon between the above-mentioned representatives, and subject to applicable United States laws and regulations.

2. The Government of the Republic of Cameroun will contribute its manpower, resources, and facilities in accordance with the general state of its economy and to the extent possible in furtherance of the purposes for which assistance is made available hereunder; will take appropriate steps to assure the effective use of such assistance; will cooperate with the Government of the United States of America to assure that procurement will be at reasonable prices and on reasonable terms; will, without restriction, permit continuous observation and review by United States representatives of programs and operations hereunder, and records pertaining thereto; will provide the Government of the United States of America with full and complete infor-

mation concerning such programs and operations and other relevant information which the Government of the United States of America may need to determine the nature and scope of operations and to evaluate the effectiveness of the assistance furnished or contemplated; and will give the people of Cameroun full publicity concerning programs and operations hereunder. With respect to cooperative technical assistance programs hereunder, the Government of the Republic of Cameroun will also bear a fair share of the costs thereof; will, to the maximum extent possible, seek full coordination and integration of technical cooperation programs being carried on in Cameroun; and will cooperate with other nations participating in such programs in the exchange of technical information.

3. In any case where commodities or services are furnished on a grant basis under arrangements which will result in the accrual of proceeds to the Government of the Republic of Cameroun, from the import or sale of such commodities or services, the Government of the Republic of Cameroun, except as may otherwise be mutually agreed upon by the representatives referred to in paragraph 1 hereof, will establish in its own name a Special Account in a banking institution designated by it and approved by the representatives of the Government of the United States of America referred to in paragraph 1 hereof; will deposit promptly in such Special Account the amount of local currency equivalent to such proceeds; and, upon notification from time to time by the Government of the United States of America of its local currency requirements, will make available to the Government of the United States of America, in the manner requested by that Government, out of any balances in the Special Account, such sums as are stated in such notifications to be necessary for such requirements. However, these drawings by the Government of the United States of America will not exceed ten per centum of the sums deposited. The Government of the Republic of Cameroun may draw upon any remaining balances in the Special Account for such purposes beneficial to Cameroun as may be agreed upon from time to time by the representatives referred to in paragraph 1 hereof. Any unencumbered balances of funds which remain in the Special Account upon termination of assistance hereunder to the Government of the Republic of Cameroun shall be disposed of for such purposes as may be agreed upon by the representatives referred to in paragraph 1 hereof.

4. The Government of the Republic of Cameroun will receive a special mission, which will discharge the responsibilities of the Government of the United States of America hereunder; upon appropriate notification by the Government of the United States of America will consider the members of this special mission as part of the diplomatic mission of the United States of America in Cameroun for the purpose of enjoying the privileges and immunities accorded to that diplomatic mission and its personnel of comparable rank; and will give full

cooperation to the special mission, including the furnishing of facilities necessary for the purpose of carrying out the provisions hereof.

5.(a) Any supplies, materials, equipment or funds introduced into or acquired in Cameroun by the Government of the United States of America, or any contractor financed by that Government, for purposes of any program or project conducted hereunder shall, while such supplies, materials, equipment or funds are used in connection with such a program or project, be exempt from any taxes on ownership or use of property, and any other taxes, investment or deposit requirements in Cameroun, and the import, export, purchase, use or disposition of any such supplies, materials, equipment or funds in connection with such a program or project shall be exempt from any tariffs, customs duties, import and export taxes, taxes on purchase or disposition of property, and any other taxes or similar charges in Cameroun.

(b) All personnel, except citizens and permanent residents of the Republic of Cameroun, whether employees of the Government of the United States of America or its agencies or individuals under contract with, or employees of public or private organizations under contract with the Government of the United States of America or the Government of the Republic of Cameroun, or any agencies of either the Government of the United States of America or the Government of the Republic of Cameroun who are present in the Republic of Cameroun to perform work in connection herewith and whose entrance into the country has been authorized by the Government of the Republic of Cameroun, shall be exempt from income taxes and mandatory social security contributions levied under the laws of the Republic of Cameroun with respect to income upon which they are obliged to pay income taxes or make social security contributions to any other Government and from taxes on the purchase, ownership, use or disposition (to other persons enjoying the exemptions mentioned herein) of personal movable property (including automobiles) intended for their own use. The representatives of the Government of the United States referred to in paragraph 1 hereof shall, upon request of representatives of the Government of the Republic of Cameroun, furnish such information as they possess with respect to the obligation, if any, to pay income taxes to the Government of the United States of such personnel as (1) are individuals under contract with the Government of the Republic of Cameroun or employees of public or private organizations under contract with the Government of the United States of America or the Government of the Republic of Cameroun, or any agencies of either, and (2) have, during a period of eighteen consecutive months terminating during a period of service hereunder in the Republic of Cameroun, been present in a country outside the United States for a period of 510 days. The disposition of personal movable property by personnel referred to in the first sentence of this subsection to other persons not enjoying the exemptions mentioned herein must be preceded by an authorization from the Government of the Republic of Cameroun

and will involve the collection of fees and taxes as prescribed by the laws of the Republic of Cameroun. Such personnel and members of their families shall receive the same treatment with respect to the payment of customs and import and export duties on personal effects, equipment and supplies imported into Cameroun for their own use, and with respect to other duties and fees, as is accorded by the Government of the Republic of Cameroun to diplomatic personnel of the Embassy of the United States of America in Cameroun.

(c) Funds introduced into Cameroun for purposes of furnishing assistance hereunder shall be convertible into currency of Cameroun at the rate providing the largest number of units of such currency per United States dollar, which, at the time the conversion is made, is not unlawful in Cameroun.

6. The Government of the United States of America and the Government of the Republic of Cameroun will establish procedures whereby the Government of the Republic of Cameroun will so deposit, or assure title to all funds allocated to or derived from any program of assistance undertaken hereunder by the Government of the United States of America that such funds shall not be subject to garnishment, attachment, seizure or other legal process by any person, firm, agency, corporation, organization or government.

7. All or any part of the program of assistance provided herein may, except as may otherwise be provided in arrangements agreed upon pursuant to paragraph 1 hereof, be terminated by either Government if that Government determines that because of changed conditions the continuation of such assistance is unnecessary or undesirable. The termination of such assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered.

I have the honor to propose that, if these understandings are acceptable to the Government of the Republic of Cameroun, the present note and Your Excellency's reply note concurring therein shall constitute an Agreement between our two Governments which shall be deemed to have entered into force on the date of Your Excellency's reply and which shall remain in force until thirty days after the receipt of either Government of written notification of the intention of the other to terminate it, it being understood, however, that in the event of such termination the provisions hereof shall remain in full force and effect with respect to assistance theretofore furnished.

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

LELAND BARROWS

His Excellency

CHARLES OKALA,

*Minister for Foreign Affairs,  
Republic of Cameroun,  
Yaounde.*

*The Camerounian Minister for Foreign Affairs to the American Ambassador*

MINISTÈRE  
des  
AFFAIRES ÉTRANGÈRES  
DIVISION AMÉRIQUE ASIE ONU

REPUBLIQUE DU CAMEROUN  
PAIX-TRAVAIL-PATRIE

YAOUNDE, le 26 Mai 1961

Le Ministre des Affaires Etrangeres  
à  
Son Excellence Monsieur L'AMBASSADEUR  
DES ÉTATS-UNIS D'AMÉRIQUE  
à - Yaounde -

EXCELLENCE,

J'ai l'honneur d'accuser réception de votre lettre datée de ce jour et dont la teneur, traduite en français, suit :

"J'ai l'honneur de me référer aux entretiens qui ont eu lieu récemment entre les représentants de nos deux Gouvernements et de vous faire savoir que le Gouvernement des Etats-Unis d'Amérique est prêt à fournir son aide au Gouvernement de la République du Cameroun dans les domaines économique et technique, ainsi que dans les domaines connexes, conformément aux dispositions indiquées ci-après :

"1 – Le Gouvernement des Etats-Unis fournira, dans les domaines économique et technique, ainsi que dans tous les domaines connexes, l'aide qui pourrait lui être demandée par le Gouvernement de la République du Cameroun ou par les représentants désignés par lui, et approuvée par les représentants de l'organisme désigné par le Gouvernement des Etats-Unis afin d'assumer les responsabilités qui découlent pour lui du présent Accord. Cette aide sera fournie conformément aux arrangements convenus entre les autorités mentionnées ci-dessus et selon les lois et règlements en vigueur aux Etats-Unis.

"2. – Le Gouvernement de la République du Cameroun contribuera, par sa main-d'œuvre, ses ressources, services, installations, dans la mesure de ses possibilités économiques à la réalisation des objectifs motivant la fourniture de ladite aide, prendra toutes les mesures nécessaires pour assurer l'utilisation efficace de l'aide fournie, et coopérera avec le Gouvernement des Etats-Unis pour que les achats soient effectués à des prix et à des conditions raisonnables, permettra aux représentants des Etats-Unis de suivre et d'étudier, sans restriction, les programmes et opérations en voie de réalisation en vertu du présent Accord ainsi que toute la documentation s'y rapportant, fournira au Gouvernement des Etats-Unis d'Amérique, tous renseignements afférents aux dits programmes et opérations ainsi que tous autres renseignements qui seraient nécessaires pour fixer la forme et la portée des opérations et pour évaluer l'efficacité de l'aide fournie ou envisagée; il assurera, en outre, à l'intention du Peuple du Cameroun une large publicité aux programmes et opérations exécutés en

vertu du présent Accord. En ce qui concerne les programmes d'aide technique effectués sur une base de coopération dans le cadre du présent Accord, le Gouvernement de la République du Cameroun prendra à sa charge une part équitable des frais encourus du fait de leur exécution; assurera dans toute la mesure du possible, la pleine coordination et intégration des programmes de cette nature en voie de réalisation au Cameroun et coopérera en outre avec d'autres nations participant à de tels programmes, en procédant avec elles des échanges d'informations techniques.

"3. - Dans tous les cas où des produits ou des services seront fournis à titre de dons, en vertu d'arrangements aux termes desquels certaines sommes reviendront au Gouvernement de la République du Cameroun du fait de l'importation ou de la vente de ces produits ou services, le Gouvernement de la République du Cameroun, sauf dispositions contraires, établies d'un commun accord par les représentants mentionnés au paragraphe I, ouvrira en son nom un compte spécial à l'organisme bancaire désigné par lui et agréé par les représentants des Etats-Unis mentionnés au paragraphe I, déposera sans retard à ce compte le montant en monnaie locale équivalent aux sommes mentionnées ci-dessus. Sur notification périodique de la part du Gouvernement des Etats-Unis concernant ses besoins en monnaie locale, le Gouvernement de la République du Cameroun mettra à la disposition du Gouvernement des Etats-Unis de la manière indiquée par ce dernier, les sommes portées dans les notifications, en les imputant sur le Compte Spécial. Toutefois, ces prélèvements du Gouvernement des Etats-Unis ne pourront excéder dix pour cent (10%) du total des sommes déposées. Le Gouvernement de la République du Cameroun pourra effectuer des prélèvements sur le Compte Spécial pour la réalisation d'objectifs utiles au Cameroun et sur lesquels les représentants mentionnés au paragraphe I pourraient se mettre d'accord de temps à autre. Tous soldes non engagés et restant inscrits au Compte Spécial à la date où cesserait l'aide au Gouvernement de la République du Cameroun prévue par cet Accord, seront utilisés conformément aux dispositions convenues entre les représentants mentionnés au paragraphe I.

"4. - Le Gouvernement de la République du Cameroun donne son accord à l'établissement d'une Mission Spéciale chargée d'assumer les responsabilités qui incombent au Gouvernement des Etats-Unis conformément au présent Accord ; sur notification officielle du Gouvernement des Etats-Unis il considérera les membres de la Mission Spéciale comme faisant partie de la représentation diplomatique des Etats-Unis au Cameroun, et ce, dans le but de les faire bénéficier des priviléges et immunités accordés à cette représentation diplomatique et à son personnel de rang équivalent, il coopérera, dans la plus large mesure du possible, avec la Mission Spéciale et accordera à celle-ci toutes les facilités nécessaires à l'exécution du présent Accord.

"5. - a) - Les matériaux, équipements, fournitures ou fonds introduits ou acquis au Cameroun par le Gouvernement des Etats-Unis ou par

tout agent contractuel financé par ce Gouvernement, pour la réalisation de tout programme ou projet entrepris dans le cadre du présent Accord, seront exempts de toutes taxes afférentes à la possession ou à la jouissance de biens ainsi que de toutes autres taxes, aussi longtemps que ces matériaux, équipements, fournitures et fonds seront utilisés pour l'exécution des programmes ou projets en question. Les conditions régissant les investissements et les cautionnements en vigueur au Cameroun ne leur seront pas appliquées. L'importation, l'exportation, l'achat, l'utilisation ou la cession de ces matériaux, équipements, fournitures, ou fonds effectués dans le cadre des programmes ou projets ci-dessus mentionnés, seront exempts de tous tarifs, droits de douane, taxe à l'importation et à l'exportation, taxes sur l'achat ou la cession de biens, ainsi que toutes autres taxes ou de tous autres droits similaires, en vigueur au Cameroun.

"5. – b) Tous les membres du personnel, à l'exception des ressortissants du Cameroun et des personnes ayant leur domicile au Cameroun, qu'il s'agisse d'employés d'organisations publiques ou privées ayant un contrat avec le Gouvernement des Etats-Unis d'Amérique ou l'un de ses organismes, avec le Gouvernement de la République du Cameroun ou l'un de ses organismes, et qui sont au Cameroun afin d'exécuter des travaux dans le cadre du présent Accord et dont l'entrée dans le pays a été autorisée par le Gouvernement de la République du Cameroun, seront exonérés des impôts sur le revenu et de la cotisation, pour la sécurité sociale, en vigueur au Cameroun, s'ils sont redevables de tels impôts, ou cotisation à tout autre Gouvernement. De même, ils seront exonérés de taxes sur l'achat, la possession, l'utilisation ou la cession (aux personnes bénéficiant des exonérations mentionnées ci-dessus) de biens mobiliers (y compris les automobiles) destinés à leur propre usage. Les représentants du Gouvernement des Etats-Unis d'Amérique, dont il est fait mention au paragraphe I ci-dessus, devront fournir, sur la demande des représentants du Gouvernement de la République du Cameroun, tous renseignements en leur possession relatifs à l'obligation de régler, le cas échéant, l'impôt sur le revenu au Gouvernement des Etats-Unis d'Amérique pour le personnel remplissant les conditions suivantes: (1) particuliers ayant un contrat avec le Gouvernement de la République du Cameroun ou employés d'organisations publiques ou privées ayant un contrat avec le Gouvernement des Etats-Unis d'Amérique ou avec le Gouvernement de la République du Cameroun ou l'un des organismes de l'un ou l'autre de ces Gouvernements, (2) et ayant été présents dans un autre pays que les Etats-Unis d'Amérique pendant 510 jours au cours d'une période de 18 mois consécutifs se terminant durant la période de service dans la République du Cameroun. La cession de ces biens mobiliers entre le personnel jouissant des exemptions mentionnées au début de ce paragraphe et toute personne physique ou morale ne bénéficiant pas des dites exemptions doit obligatoirement faire l'objet d'une autorisation préalable du Gouvernement de la République du Cameroun, et entraînera la perception des

droits et taxes prévus par la législation au Cameroun. Les personnes énumérées ci-dessus, et les membres de leur famille bénéficieront des avantages que le Gouvernement de la République du Cameroun accorde au personnel diplomatique de l'Ambassade des Etats-Unis d'Amérique au Cameroun, relativement aux droits de douane et aux taxes sur l'importation et l'exportation des effets personnels, équipements et fournitures importés au Cameroun pour leur propre usage, et à tous autres droits et taxes dont ledit personnel est exonéré.

"5. - c) Tous fonds introduits au Cameroun aux fins du présent accord seront convertibles en monnaie locale au taux qui rendra le plus grand nombre d'unités de monnaie camerounaise par rapport au dollar des Etats-Unis et qui, à la date de la conversion, ne sera pas illégal au Cameroun,

"6. - Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République du Cameroun conviendront d'une procédure aux termes de laquelle le Gouvernement de la République du Cameroun déposera ou garantira le titre de tous les fonds affectés ou afférents à tout programme d'aide entrepris en vertu du présent Accord, par le Gouvernement des Etats-Unis d'Amérique de telle façon que ces fonds ne puissent faire l'objet de saisie-arrêt, opposition, ou autre action judiciaire intentée par toute personne morale ou physique, de statut privé ou public.

"7. - L'un ou l'autre Gouvernement peut mettre fin en tout ou partie au programme d'aide prévu dans le présent Accord, si ce Gouvernement estime, qu'en raison du changement des conditions, il n'est pas nécessaire, ni indiqué, de poursuivre ce programme d'aide, à moins de dispositions contraires arrêtées en vertu du paragraphe I. La cessation d'aide prévue ci-dessus peut entraîner l'arrêt des livraisons de produits non encore livrés et prévus dans le présent Accord.

"J'ai l'honneur de vous proposer que, si les dispositions qui précèdent reçoivent l'agrément du Gouvernement de la République du Cameroun la présente note ainsi que votre réponse éventuelle donnant votre accord, constituent entre nos deux Gouvernements un Accord qui sera considéré comme prenant effet à la date de la réponse de votre Excellence et qui restera en vigueur jusqu'à l'expiration d'un délai de trente jours à compter de la date de réception par l'un des deux Gouvernements, d'une notification écrite de la part de l'autre, indiquant son intention d'y mettre fin, étant toutefois entendu que dans une telle éventualité, les dispositions du présent Accord resteront en vigueur en ce qui concerne l'aide fournie jusqu'à cette date".

Au nom du Gouvernement de la République du Cameroun, j'ai l'honneur de vous donner mon consentement sur les dispositions contenues dans la lettre ci-dessus. Celle-ci constitue avec ma réponse un accord en bonne et due forme entre nos deux Gouvernements, étant entendu que le texte anglais fait foi en ce qui concerne le Gouverne-

ment des Etats-Unis d'Amérique et le texte français ci-dessus fait  
foi en ce qui concerne le Gouvernement de la République du Cameroun.

Veuillez agréer, EXCELLENCE, les assurances de ma haute  
considération. / —

CHARLES OKALA

[SEAL]

*Translation*

MINISTRY  
of  
FOREIGN AFFAIRS  
DIVISION OF AMERICAN, ASIAN  
AND U.N. AFFAIRS

REPUBLIC OF CAMEROUN  
PEACE-WORK-COUNTRY

YAOUNDÉ, May 26, 1961

The Minister of Foreign Affairs  
to  
His Excellency THE AMBASSADOR OF THE  
UNITED STATES OF AMERICA,  
Yaoundé.

EXCELLENCY:

I have the honor to acknowledge the receipt of your note dated today, the tenor of which, translated into French, is as follows:

[For the English language text of the note, see *ante*, p. 967.]

In the name of the Government of the Republic of Cameroun, I have the honor to signify my agreement to the provisions contained in the above note. That note and my reply constitute an agreement in good and due form between our two Governments, it being understood that the English text is authentic so far as the Government of the United States of America is concerned, and the French text authentic so far as the Government of the Republic of Cameroun is concerned.

Accept, Excellency, the assurances of my high consideration.

CHARLES OKALA

[SEAL]

# REPUBLIC OF KOREA

## Economic, Technical and Related Assistance: Exemption from Income and Social Security Taxes

*Agreements relating to agreement of February 8, 1961.*

*Effectuated by exchanges of notes*

*Signed at Seoul February 8, 1961;*

*Entered into force February 8, 1961.*

---

*The Korean Minister of Foreign Affairs to the American Ambassador*

REPUBLIC OF KOREA

MINISTRY OF FOREIGN AFFAIRS

PT-9403

FEBRUARY 8, 1961

EXCELLENCY:

I have the honor to refer to the agreement effected by the exchange of notes dated February 8, 1961 [<sup>1</sup>] and to state that individuals under contract, or employees of public or private organizations under contract with the Government of the United States, the Government of the Republic of Korea or any agencies of either Government who are citizens or nationals of the United States and are present in the Republic of Korea to perform work in connection with economic, technical and related assistance furnished by the Government of the United States to the Government of the Republic of Korea shall be exempt from income and social security taxes levied under the laws of the Republic of Korea with respect to income upon which they are obliged to pay income or social security taxes to the Government of the United States.

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

Y. H. CHYUNG

His Excellency

WALTER P. McCONAUGHEY

*Ambassador of the United States  
of America, Seoul.*

---

<sup>1</sup> TIAS 4710; *ante*, p. 268.

*The American Ambassador to the Korean Minister of Foreign Affairs*

No. 881

SEOUL, February 8, 1961.

**EXCELLENCY:**

I have the honor to refer to Your Excellency's note dated February 8, 1961 which reads as follows:

"I have the honor to refer to the agreement effected by the exchange of notes dated February 8, 1961, and to state that individuals under contract, or employees of public or private organizations under contract with the Government of the United States, the Government of the Republic of Korea or any agencies of either Government who are citizens or nationals of the United States and are present in the Republic of Korea to perform work in connection with economic, technical and related assistance furnished by the Government of the United States to the Government of the Republic of Korea shall be exempt from income and social security taxes levied under the laws of the Republic of Korea with respect to income upon which they are obliged to pay income or social security taxes to the Government of the United States.

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

I have the honor to inform Your Excellency that the understandings set forth in your note are acceptable to the Government of the United States and that your note and the present reply shall constitute an agreement between our two Governments.

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

WALTER P. MC CONAUGHEY

**His Excellency**

YIL HYUNG CHYUNG,  
Minister of Foreign Affairs,  
Seoul.

*The Korean Minister of Foreign Affairs to the American Ambassador*

REPUBLIC OF KOREA

MINISTRY OF FOREIGN AFFAIRS

PT-9405

FEBRUARY 8, 1961

**EXCELLENCY:**

I have the honor to refer to the Agreement dated February 8, 1961,[<sup>1</sup>] respecting exemption from income tax and social security tax upon individuals under contract with the Government of the

<sup>1</sup> *Ante*, p. 976.

United States, the Government of the Republic of Korea or any agencies of either Government who are present in the Republic of Korea to perform work in connection with economic, technical and related assistance furnished by the Government of the United States to the Government of the Republic of Korea, and to state that present arrangements based upon Project Agreements regarding taxation of and duties on the above-mentioned organizations and individuals will be continued.

In this regard, specific understandings may be arranged at the operational level of government agencies concerned with the aid programs.

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

Y. H. CHYUNG

His Excellency

WALTER P. McCONAUGHEY

*Ambassador of the United States of  
America, Seoul.*

---

*The American Ambassador to the Korean Minister of Foreign Affairs*

No. 882

SEOUL, February 8, 1961.

EXCELLENCY:

I have the honor to refer to Your Excellency's note dated February 8, 1961 which reads as follows:

"I have the honor to refer to the Agreement dated February 8, 1961, respecting exemption from income tax and social security tax upon individuals under contract with the Government of the United States, the Government of the Republic of Korea or any agencies of either Government who are present in the Republic of Korea to perform work in connection with economic, technical and related assistance furnished by the Government of the United States to the Government of the Republic of Korea, and to state that present arrangements based upon Project Agreements regarding taxation of and duties on the above-mentioned organizations and individuals will be continued.

"In this regard, specific understandings may be arranged at the operational level of government agencies concerned with the aid programs.

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

I have the honor to inform Your Excellency that the understandings set forth in your note are acceptable to the Government of the United States and that your note and the present reply shall constitute an agreement between our two Governments.

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

WALTER P. McCONAUGHEY

His Excellency

YIL HYUNG CHYUNG,  
*Minister of Foreign Affairs,*  
*Seoul.*

# MULTILATERAL

## Constitution of the United Nations Food and Agriculture Organization, as Amended

*Amendments adopted at the tenth session of the Conference of the Food and Agriculture Organization, Rome, October 31–November 20, 1959;*

*And composite text: the constitution as signed at Quebec October 16, 1945 (entered into force for the United States of America October 16, 1945) and amendments adopted at the second through the ninth sessions of the Conference, September 2–13, 1946–November 2–23, 1957.*

ORGANISATION DES NATIONS UNIES  
POUR L'ALIMENTATION  
ET L'AGRICULTURE

ORGANIZACION DE LAS NACIONES UNIDAS  
PARA LA AGRICULTURA  
Y LA ALIMENTACION

FOOD AND AGRICULTURE ORGANIZATION  
OF THE UNITED NATIONS

Viale delle Terme di Caracalla  
R O M E

Please quote:  
Référence:  
Sirvase citar:

G/159

Cable Address: FOODAGRI, ROME  
Tel. 590011–590211–590071

MAR-8 1960

SIR,

In accordance with the wish expressed by the Tenth Session of the FAO Conference (31 October to 20 November 1959), I have the honor to transmit herewith a certified statement giving the text of the amendments to the Constitution [¹] and the General Rules and Financial Regulations [²] of the Organization which were adopted by that Session of the Conference, as well as the dates on which each amendment was adopted.

I am also enclosing a statement [³] regarding admissions by the Tenth Session of the Conference to membership and associate membership in the Organization, as well as a copy of the relevant resolutions. [⁴]

<sup>1</sup> TIAS 1554; 60 Stat. 1886.

<sup>2</sup> Not printed herein.

Accept, Sir, the assurance of my highest consideration.

B R SEN  
B. R. Sen  
*Director-General*

The Honorable  
THE SECRETARY OF STATE  
USA

**AMENDMENTS TO THE CONSTITUTION, GENERAL RULES  
AND FINANCIAL REGULATIONS OF THE ORGANIZATION,  
TO THE RULES OF PROCEDURE FOR THE COUNCIL AND  
TO THE STATEMENT OF PRINCIPLES RELATING TO  
CONVENTIONS AND AGREEMENTS, COMMISSIONS AND  
COMMITTEES<sup>[1]</sup>**

I. *CONSTITUTION*

In Article V.1 of the Constitution, (see Resolution No. 56/59 of 6 November 1959) [1] the number between brackets is to be deleted and the number underlines is to be added:

“A Council of the Organization consisting of [24] twenty-five Member Nations shall be elected by the Conference . . .”

Article XVIII of the Constitution (see Resolution No. 54/59 of 11 November 1959) [1] is to be amended by the addition to that Article of a paragraph 5 worded as follows:

“5. Decisions on the level of the budget shall be taken by a two-thirds majority of the votes cast.”

Article XX of the Constitution (see Resolution No. 55/59 of 7 November 1959) [1] is to be amended by the addition of two new paragraphs 3 and 4 as follows:

“3. Proposals for the amendment of the Constitution may be made either by the Council or by a Member Nation in a communication addressed to the Director-General. The Director-General shall immediately inform all Member Nations and Associate Members of all proposals for amendments.

“4. No proposal for the amendment of the Constitution shall be included in the agenda of any session of the Conference unless

<sup>1</sup> Not printed herein.

notice thereof has been dispatched by the Director-General to Member Nations and Associate Members at least 120 days before the opening of the session."

---

I hereby certify that the Constitution, Rules and Regulations of the Organization and the Statement of Principles governing conventions and agreements, commissions and committees [1] have been amended as indicated above by the Tenth Session of the Conference of the Food and Agriculture Organization of the United Nations, held in Rome in November 1959.

ROME, 4 February 1960

for B. R. Sen  
*Director-General of the  
Food and Agriculture Organization  
of the United Nations*

G. SAINT-POL  
*Legal Counsel*

FAO/60/B/1078/C

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\* Not printed herein.

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**C O N S T I T U T I O N [1]****FOOD AND AGRICULTURE  
ORGANIZATION OF THE  
UNITED NATIONS****PREAMBLE**

The Nations accepting this Constitution, being determined to promote the common welfare by furthering separate and collective action on their part for the purposes of:

- raising levels of nutrition and standards of living of the peoples under their respective jurisdictions;
- securing improvements in the efficiency of the production and distribution of all food and agricultural products;
- bettering the condition of rural populations;
- and thus contributing toward an expanding world economy;

hereby establish the Food and Agriculture Organization of the United Nations, hereinafter referred to as the "Organization," through which the Members will report to one another on the measures taken and the progress achieved in the fields of action set forth above.

**ARTICLE I****Functions of the Organization**

1. The Organization shall collect, analyze, interpret and disseminate information relating to nutrition, food and agriculture. In this Constitution, the term "agriculture" and its derivatives include fisheries, marine products, forestry and primary forestry products.
2. The Organization shall promote and, where appropriate, shall recommend national and international action with respect to:
  - (a) scientific, technological, social and economic research relating to nutrition, food and agriculture;

<sup>1</sup> This composite text of the constitution of the Food and Agriculture Organization of the United Nations, as amended, certified at Rome Nov. 19, 1958, includes the amendments adopted at the following Sessions by the Conference of the Food and Agriculture Organization of the United Nations: Second, held at Copenhagen, Sept. 2-13, 1946; Third, at Geneva, Aug. 25-Sept. 11, 1947; Fifth and Special, at Washington, Nov. 21-Dec. 6, 1949, and Nov. 3-11, 1950; and Sixth through Ninth, at Rome, Nov. 19-Dec. 6, 1951, Nov. 23-Dec. 11, 1953, Nov. 4-25, 1955, and Nov. 2-23, 1957.

- (b) the improvement of education and administration relating to nutrition, food, and agriculture, and the spread of public knowledge of nutritional and agricultural science and practice;
- (c) the conservation of natural resources and the adoption of improved methods of agricultural production;
- (d) the improvement of the processing, marketing, and distribution of food and agricultural products;
- (e) the adoption of policies for the provision of adequate agricultural credit, national and international;
- (f) the adoption of international policies with respect to agricultural commodity arrangements.

3. It shall also be the function of the Organization:

- (a) to furnish such technical assistance as governments may request;
- (b) to organize, in co-operation with the governments concerned, such missions as may be needed to assist them to fulfil the obligations arising from their acceptance of the recommendations of the United Nations Conference on Food and Agriculture and of this Constitution; and
- (c) generally to take all necessary and appropriate action to implement the purposes of the Organization as set forth in the Preamble.

## ARTICLE II

### Membership and Associate Membership

1. The original Member Nations of the Organization shall be such of the nations specified in Annex I<sup>1</sup> as accept this Constitution, in accordance with the provisions of Article XXI.

2. The Conference may by a two-thirds majority of the votes cast, provided that a majority of the Member Nations of the Organization is present, decide to admit as an additional Member of the Organization any nation which has submitted an application for membership and a declaration made in a formal instrument that it will accept the obligations of the Constitution as in force at the time of admission.

3. The Conference may, under the same conditions regarding the required majority and quorum as prescribed in paragraph 2 above, decide to admit as an Associate Member of the Organization any territory or group of territories which is not responsible for the conduct of its international relations upon application made on its behalf by the Member Nation or authority having responsibility for its international relations, provided that such Member Nation or authority has submitted a declaration made in a formal instrument that it will accept on behalf of the proposed Associate Member the obligations of

<sup>1</sup> Post, p. 998.

the Constitution as in force at the time of admission, and that it will assume responsibility for ensuring the observance of the provisions of paragraph 4 of Article VIII, paragraphs 1 and 2 of Article XVI, and paragraphs 2 and 3 of Article XVIII of this Constitution with regard to the Associate Member.

4. The nature and extent of the rights and obligations of Associate Members are defined in the relevant provisions of this Constitution and the Rules and Regulations of the Organization.

5. Membership and Associate Membership shall become effective on the date on which the Conference approves the application.<sup>[1]</sup>

### ARTICLE III

#### The Conference

1. There shall be a Conference of the Organization in which each Member Nation and Associate Member shall be represented by one delegate. Associate Members shall have the right to participate in the deliberations of the Conference but shall not hold office nor have the right to vote.

2. Each Member Nation and Associate Member may appoint an alternate, associates, and advisers to its delegate. The Conference may determine the conditions for the participation of alternates, associates, and advisers in its proceedings, but any such participation shall be without the right to vote except in the case of an alternate, associate, or adviser participating in the place of a delegate.

3. No delegate may represent more than one Member Nation or Associate Member.

4. Each Member Nation shall have only one vote. A Member Nation which is in arrears in the payment of its financial contributions to the Organization shall have no vote in the Conference if the amount of its arrears equals or exceeds the amount of the contributions due from it for the two preceding financial <sup>[2]</sup> years. The Conference may, nevertheless, permit such a Member Nation to vote if it is satisfied that the failure to pay is due to conditions beyond the control of the Member Nation.

5. The Conference may invite any international organization which has responsibilities related to those of the Organization to be represented at its meetings on the conditions prescribed by the Conference. No representative of such an organization shall have the right to vote.

6. The Conference shall meet once in every two years in regular session. It may meet in special session:

- (a) if at any regular session the Conference decides, by a majority of the votes cast, to meet in the following year;
- (b) if the Council so instructs the Director-General, or if at least one third of the Member Nations so request.

<sup>1</sup> Post, p. 1026.

<sup>2</sup> Should read "calendar", according to the Director-General's corrigendum.

7. The Conference shall elect its own officers.
8. Except as otherwise expressly provided in this Constitution or by rules made by the Conference, all decisions of the Conference shall be taken by a majority of the votes cast.

#### ARTICLE IV

##### Functions of the Conference

1. The Conference shall determine the policy and approve the budget of the Organization and shall exercise the other powers conferred upon it by this Constitution.
2. The Conference shall adopt Rules of Procedure and Financial Regulations for the Organization.
3. The Conference may, by a two-thirds majority of the votes cast, make recommendations to Member Nations and Associate Members concerning questions relating to food and agriculture, for consideration by them with a view to implementation by national action.
4. The Conference may make recommendations to any international organization regarding any matter pertaining to the purposes of the Organization.
5. The Conference may review any decision taken by the Council or by any commission or committee of the Conference or Council, or by any subsidiary body of such commissions or committees.

#### ARTICLE V

##### Council of the Organization

1. A Council of the Organization consisting of 24 Member Nations shall be elected by the Conference. Each Member Nation on the Council shall have one representative and shall have only one vote. Each Member of the Council may appoint an alternate, associates and advisers to its representative. The Council may determine the conditions for the participation of alternates, associates and advisers in its proceedings, but any such participation shall be without the right to vote, except in the case of an alternate, associate or adviser participating in the place of a representative. No representative may represent more than one Member of the Council. The tenure and other conditions of office of the Members of the Council shall be subject to rules made by the Conference.

2. The Conference shall, in addition, appoint an independent Chairman of the Council.

3. The Council shall have such powers as the Conference may delegate to it, but the Conference shall not delegate the powers set forth in paragraphs 2 and 3 of Article II, Article IV, paragraph 1 of Article VII, Article XII, paragraph 4 of Article XIII, paragraphs 1 and 6 of Article XIV and Article XX of this Constitution.

4. The Council shall appoint its officers other than the Chairman and, subject to any decisions of the Conference, shall adopt its own rules of procedure.

5. Except as otherwise expressly provided in this Constitution or by rules made by the Conference or Council, all decisions of the Council shall be taken by a majority of the votes cast.

6. To assist the Council in performing its functions, the Council shall appoint a Program Committee, a Finance Committee, a Committee on Commodity Problems and a Committee on Constitutional and Legal Matters. These committees shall report to the Council and their composition and terms of reference shall be governed by rules adopted by the Conference.

## ARTICLE VI

### Commissions, Committees, Conferences, Working Parties and Consultations

1. The Conference or Council may establish commissions, the membership of which shall be open to all Member Nations and Associate Members, or regional commissions open to all Member Nations and Associate Members whose territories are situated wholly or in part in one or more regions, to advise on the formulation and implementation of policy and to co-ordinate the implementation of policy.

2. The Conference, the Council, or the Director-General on the authority of the Conference or Council, may establish committees and working parties to study and report on matters pertaining to the purpose of the Organization and consisting either of selected Member Nations and Associate Members or of individuals appointed in their personal capacity because of their special competence in technical matters. Such individuals shall be designated either by the Conference, the Council, selected Member Nations or Associate Members or by the Director-General, as decided by the establishing authority.

3. The Conference, the Council, or the Director-General on the authority of the Conference or Council, shall determine the terms of reference and reporting procedures, as appropriate, of commissions, committees and working parties so established. Such commissions and committees may adopt their own rules of procedure, [¹] which shall come into force upon approval by the Director-General, subject to confirmation by the Conference or Council, as appropriate.

4. The Director-General may establish, in consultation with Member Nations, Associate Members and National FAO Committees, panels of experts, with a view to developing consultation with leading technicians in the various fields of activity of the Organization. The Director-General may convene meetings of some or all of these experts for consultation on specific subjects.

5. The Conference, the Council, or the Director-General on the authority of the Conference or Council, may convene general, regional, technical or other conferences, or working parties or consultations of

<sup>1</sup> Should read "rules of procedure and amendments thereto," according to the Director-General's corrigendum.

Member Nations and Associate Members, laying down their terms of reference and reporting procedures, and may provide for participation in such conferences, working parties and consultations, in such manner as they may determine, of national and international bodies concerned with nutrition, food and agriculture.

6. When the Director-General is satisfied that urgent action is required, he may establish the committees and working parties and convene the conferences, working parties and consultations provided for in paragraphs 2 and 5 above. Such action shall be notified by the Director-General to Member Nations and Associate Members and reported to the following session of the Council.

7. Associate Members included in the membership of the commissions, committees or working parties, or attending the conferences, working parties or consultations referred to in paragraphs 1, 2 and 5 above, shall have the right to participate in the deliberations of such commissions, committees, conferences, working parties and consultations, but shall not hold office nor have the right to vote.

## ARTICLE VII

### The Director-General

1. There shall be a Director-General of the Organization who shall be appointed by the Conference by such procedure and on such terms as it may determine.

2. Subject to the general supervision of the Conference and the Council, the Director-General shall have full power and authority to direct the work of the Organization.

3. The Director-General or a representative designated by him shall participate, without the right to vote, in all meetings of the Conference and of the Council and shall formulate for consideration by the Conference and the Council proposals for appropriate action in regard to matters coming before them.

## ARTICLE VIII

### Staff

1. The staff of the Organization shall be appointed by the Director-General in accordance with such procedure as may be determined by rules made by the Conference.

2. The staff of the Organization shall be responsible to the Director-General. Their responsibilities shall be exclusively international in character and they shall not seek or receive instructions in regard to the discharge thereof from any authority external to the Organization. The Member Nations and Associate Members undertake fully to respect the international character of the responsibilities of the staff and not to seek to influence any of their nationals in the discharge of such responsibilities.

3. In appointing the staff the Director-General shall, subject to the paramount importance of securing the highest standards of efficiency and of technical competence, pay due regard to the importance of selecting personnel recruited on as wide a geographical basis as is possible.

4. Each Member Nation and Associate Member undertakes, insofar as it may be possible under its constitutional procedure, to accord to the Director-General and senior staff diplomatic privileges and immunities and to accord to other members of the staff all facilities and immunities accorded to nondiplomatic personnel attached to diplomatic missions, or alternatively to accord to such other members of the staff the immunities and facilities which may hereafter be accorded to equivalent members of the staffs of other public international organizations.

## ARTICLE IX

### Seat

The seat of the Organization shall be determined by the Conference.

## ARTICLE X

### Regional and Liaison Offices

1. There shall be such regional offices as the Director-General with the approval of the Conference may decide.

2. The Director-General may appoint officials for liaison with particular countries or areas, subject to the agreement of the government concerned.

## ARTICLE XI

### Reports by Member Nations and Associate Members

1. Each Member Nation and Associate Member shall communicate periodically to the Organization reports on the progress made toward achieving the purpose of the Organization set forth in the Preamble and on the action taken on the basis of recommendations made and conventions submitted by the Conference.

2. These reports shall be made at such times and in such forms and shall contain such particulars as the Conference may request.

3. The Director-General shall submit these reports, together with analyses thereof, to the Conference and shall publish such reports and analyses as may be approved for publication by the Conference; together with any reports relating thereto adopted by the Conference.

4. The Director-General may request any Member Nation or Associate Member to submit information relating to the purpose of the Organization.

5. Each Member Nation and Associate Member shall, on request, communicate to the Organization, on publication, all laws and regulations and official reports and statistics concerning nutrition, food and agriculture.

## ARTICLE XII

### Relations with the United Nations

1. The Organizations [+] shall maintain relations with the United Nations as a specialized agency within the meaning of Article 57 of the Charter of the United Nations.<sup>1</sup>
2. Agreements defining the relations between the Organization and the United Nations shall be subject to the approval of the Conference.

## ARTICLE XIII

### Co-operation with Organizations and Persons

1. In order to provide for close cooperation between the Organization and other international organizations with related responsibilities, the Conference may enter into agreements with the competent authorities of such organizations, defining the distribution of responsibilities and methods of co-operation.
2. The Director-General may, subject to any decision of the Conference, enter into agreements with other intergovernmental organizations for the maintenance of common services, for common arrangements in regard to recruitment, training, conditions of services, and other related matters, and for interchanges of staff.
3. The Conference may approve arrangements placing other international organizations dealing with questions relating to food and agriculture under the general authority of the Organization on such terms as may be agreed with the competent authorities of the organization concerned.

<sup>1</sup> Article 57 reads as follows: "1. The various specialized agencies, established by intergovernmental agreement and having wide international responsibilities, as defined, in their basic instruments, in economic, social, cultural, educational, health, and related fields, shall be brought into relationship with the United Nations in accordance with the provisions of Article 63.

"2. Such agencies thus brought into relationship with the United Nations are hereinafter referred to as specialized agencies."

Article 63 reads as follows: "1. The Economic and Social Council may enter into agreements with any of the agencies referred to in Article 57, defining the terms on which the agency concerned shall be brought into relationship with the United Nations. Such agreements shall be subject to approval by the General Assembly.

"2. It may co-ordinate the activities of the specialized agencies through consultation with and recommendations to such agencies and through recommendations to the General Assembly and to the Members of the United Nations." [Footnote in the certified copy; see TS 993; 59 Stat. 1046.]

<sup>2</sup> Should read "Organization", according to the Director-General's corrigendum.

4. The Conference shall make rules laying down the procedure to be followed to secure proper consultation with governments in regard to relations between the Organization and national institutions or private persons.

#### ARTICLE XIV

##### Conventions and Agreements

1. The Conference may, by a two-thirds majority of the votes cast and in conformity with rules adopted by the Conference, approve and submit to Member Nations conventions and agreements concerning questions relating to food and agriculture.

2. The Council, under rules to be adopted by the Conference, may, by a vote concurred in by at least two thirds of the membership of the Council, approve and submit to Member Nations:

- (a) agreements concerning questions relating to food and agriculture which are of particular interest to Member Nations of geographical areas specified in such agreements and are designed to apply only to such areas;
- (b) supplementary conventions or agreements designed to implement any convention or agreement which has come into force under paragraphs 1 or 2 (a).

3. Conventions, agreements, and supplementary conventions and agreements shall:

- (a) be submitted to the Conference or Council through the Director-General on behalf of a technical meeting or conference comprising Member Nations, which has assisted in drafting the convention or agreement and has suggested that it be submitted to Member Nations concerned for acceptance;
- (b) contain provisions concerning the Member Nations of the Organization, and such nonmember nations as are members of the United Nations, which may become parties thereto and the number of acceptances by Member Nations necessary to bring such convention, agreement, supplementary convention or agreement into force, and thus ensure that it will constitute a real contribution to the achievement of its objectives. In the case of conventions, agreements, supplementary conventions and agreements establishing commissions or committees, participation by nonmember nations of the Organization that are members of the United Nations shall in addition be subject to prior approval by at least two thirds of the membership of such commissions or committees;
- (c) not entail any financial obligations for Member Nations not parties to it other than their contributions to the Organization provided for in Article XVIII, paragraph 2, of this Constitution.

4. Any convention, agreement, supplementary convention or agreement approved by the Conference or Council for submission to Member Nations shall come into force for each contracting party as the convention, agreement, supplementary convention or agreement may prescribe.

5. As regards an Associate Member, conventions, agreements, supplementary conventions and agreements shall be submitted to the authority having responsibility for the international relations of the Associate Member.

6. The Conference shall make rules laying down the procedure to be followed to secure proper consultation with governments and adequate technical preparations prior to consideration by the Conference or the Council of proposed conventions, agreements, supplementary conventions and agreements.

7. Two copies in the authentic language or languages of any convention, agreement, supplementary convention or agreement approved by the Conference or the Council shall be certified by the Chairman of the Conference or of the Council respectively and by the Director-General. One of these copies shall be deposited in the archives of the Organization. The other copy shall be transmitted to the Secretary-General of the United Nations for registration once the convention, agreement, supplementary convention or agreement has come into force as a result of action taken under this Article. In addition, the Director-General shall certify copies of those conventions, agreements, supplementary conventions or agreements and transmit one copy to each Member Nation of the Organization and to such nonmember nations as may become parties to the conventions, agreements, supplementary conventions or agreements.

## ARTICLE XV

### Agreements between the Organization and Member Nations

1. The Conference may authorize the Director-General to enter into agreements with Member Nations for the establishment of international institutions dealing with questions relating to food and agriculture.

2. In pursuance of a policy decision taken by the Conference by a two-thirds majority of the votes cast, the Director-General may negotiate and enter into such agreements with Member Nations subject to the provisions of paragraph 3 below.

3. The signature of such agreements by the Director-General shall be subject to the prior approval of the Conference by a two-thirds majority of the votes cast. The Conference may, in a particular case or cases, delegate the authority of approval to the Council, requiring a vote concurred in by at least two thirds of the membership of the Council.

**ARTICLE XVI****Legal Status**

1. The Organization shall have the capacity of a legal person to perform any legal act appropriate to its purpose which is not beyond the powers granted to it by this Constitution.

2. Each Member Nation and Associate Member undertakes, insofar as it may be possible under its constitutional procedure, to accord to the Organization all the immunities and facilities which it accords to diplomatic missions, including inviolability of premises and archives, immunity from suit and exemptions from taxation.

3. The Conference shall make provision for the determination by an administrative tribunal of disputes relating to the conditions and terms of appointment of members of the staff.

**ARTICLE XVII****Interpretation of Constitution and Settlement of Legal Questions**

1. Any question or dispute concerning the interpretation of this Constitution, if not settled by the Conference, shall be referred to the International Court of Justice in conformity with the Statute of the Court [¹] or to such other body as the Conference may determine.

2. Any request by the Organization to the International Court of Justice for an advisory opinion on legal questions arising within the scope of its activities shall be in accordance with any agreement between the Organization and the United Nations.

3. The reference of any question or dispute under this Article, or any request for an advisory opinion, shall be subject to procedures to be prescribed by the Conference.

**ARTICLE XVIII****Budget and Contributions**

1. The Director-General shall submit to each regular session of the Conference the budget of the Organization for approval.

2. Each Member Nation and Associate Member undertakes to contribute annually to the Organization its share of the budget, as apportioned by the Conference. When determining the contributions to be paid by Member Nations and Associate Members, the Conference shall take into account the difference in status between Member Nations and Associate Members.

3. Each Member Nation and Associate Member shall, upon approval of its application, pay as its first contribution a proportion, to be determined by the Conference, of the budget for the current financial year.[²]

<sup>1</sup> TS 993; 59 Stat. 1055.

<sup>2</sup> Should read "current financial period." according to the Director-General's corrigendum.

4. The financial period of the Organization shall be the two calendar years following the normal date for the regular session of the Conference, unless the Conference should otherwise determine.

## ARTICLE XIX

### Withdrawal

Any Member Nation may give notice of withdrawal from the Organization at any time after the expiration of four years from the date of its acceptance of this Constitution. The notice of withdrawal of an Associate Member shall be given by the Member Nation or authority having responsibility for its international relations. Such notice shall take effect one year after the date of its communication to the Director-General. The financial obligation to the Organization of a Member Nation which has given notice of withdrawal, or of an Associate Member on whose behalf notice of withdrawal has been given, shall include the entire calendar year in which the notice takes effect.

## ARTICLE XX

### Amendment of Constitution

1. The Conference may amend this Constitution by a two-thirds majority of the votes cast, provided that such majority is more than one half of the Member Nations of the Organization.

2. An amendment not involving new obligations for Member Nations or Associate Members shall take effect forthwith, unless the resolution by which it is adopted provides otherwise. Amendments involving new obligations shall take effect for each Member Nation and Associate Member accepting the amendment on acceptance by two thirds of the Member Nations of the Organization and thereafter for each remaining Member Nation or Associate Member on acceptance by it. As regards an Associate Member the acceptance of amendments involving new obligations shall be given on its behalf by the Member Nation or authority having responsibility for the international relations of the Associate Member.

## ARTICLE XXI

### Entry into Force of Constitution

1. This Constitution shall be open to acceptance by the nations specified in Annex I.

2. The instruments of acceptance shall be transmitted by each government to the United Nations Interim Commission on Food and Agriculture, which shall notify their receipt to the governments of the nations specified in Annex I. Acceptance may be notified to the Interim Commission through a diplomatic representative, in which

case the instrument of acceptance must be transmitted to the Commission as soon as possible thereafter.

3. Upon the receipt by the Interim Commission of 20 notifications of acceptance, the Interim Commission shall arrange for this Constitution to be signed in a single copy by the diplomatic representatives, duly authorized thereto, of the nations who shall have notified their acceptance, and upon being so signed on behalf of not less than 20 of the nations specified in Annex I, this Constitution shall come into force immediately.

4. Acceptances, the notification of which is received after the entry into force of this Constitution, shall become effective upon receipt by the Interim Commission or the Organization.

## ARTICLE XXII

### Authentic Texts of Constitution

The English, French and Spanish texts of this Constitution shall be equally authoritative.

## ANNEX I

### Nations Eligible for Original Membership [1]

Australia	India
Belgium	Iran
Bolivia	Iraq
Brazil	Liberia
Canada	Luxembourg
Chile	Mexico
China	Netherlands
Colombia	New Zealand
Costa Rica	Nicaragua
Cuba	Norway
Czechoslovakia	Panama
Denmark	Paraguay
Dominican Republic	Peru
Ecuador	Philippine Commonwealth
Egypt	Poland
El Salvador	Union of South Africa
Ethiopia	Union of Soviet Socialist Republics
France	United Kingdom
Greece	United States of America
Guatemala	Uruguay
Haiti	Venezuela
Honduras	
Iceland	Yugoslavia

<sup>1</sup> For effective dates of membership, see *post*, p. 1026.

## ACTE CONSTITUTIF

### ORGANISATION DES NATIONS UNIES POUR L'ALIMENTATION ET L'AGRICULTURE

#### PRÉAMBULE

Les Etats qui adhèrent au présent Acte, résolus à développer le bien-être général par une action particulière et collective, afin:

d'élever le niveau de nutrition et les conditions de vie des populations placées sous leur juridiction respective;

d'améliorer le rendement de la production et l'efficacité de la répartition de tous les produits alimentaires et agricoles;

d'améliorer la condition des populations rurales;

et de contribuer ainsi à l'expansion de l'économie mondiale;

constituent par les présentes l'Organisation des Nations Unies pour l'Alimentation et l'Agriculture, ci-après désignée sous le nom «l'Organisation», par l'intermédiaire de laquelle les Membres se tiendront mutuellement informés des mesures prises et des progrès accomplis dans les champs d'activité énoncés ci-dessus.

#### ARTICLE PREMIER

##### Fonctions de l'Organisation

1. L'Organisation réunit, analyse, interprète et diffuse tous renseignements relatifs à la nutrition, l'alimentation et l'agriculture. Dans le présent Acte, le terme «agriculture» englobe les pêches, les produits de la mer, les forêts et les produits bruts de l'exploitation forestière.

2. L'Organisation encourage et, au besoin, recommande toute action de caractère national et international intéressant:

- (a) la recherche scientifique, technologique, sociale et économique en matière de nutrition, d'alimentation et d'agriculture;
- (b) l'amélioration de l'enseignement et de l'administration en matière de nutrition, d'alimentation et d'agriculture, ainsi que la vulgarisation des connaissances théoriques et pratiques relatives à la nutrition et à l'agriculture;
- (c) la conservation des ressources naturelles et l'adoption de méthodes améliorées de production agricole;

- (d) l'amélioration des techniques de transformation, de mise en vente et de distribution des produits alimentaires et agricoles;
- (e) l'institution de systèmes satisfaisants de crédit agricole sur le plan national et international;
- (f) l'adoption d'une politique internationale en ce qui concerne les accords sur les produits agricoles.

3. L'Organisation a en outre pour fonctions:

- (a) de fournir aux gouvernements l'assistance technique qu'ils demandent;
- (b) d'organiser, en coopération avec les gouvernements intéressés, les missions nécessaires pour les aider à exécuter les obligations nées du fait d'avoir souscrit aux recommandations de la Conférence des Nations Unies pour l'Alimentation et l'Agriculture et au présent Acte; et
- (c) de façon générale, de prendre toutes dispositions voulues pour atteindre les buts de l'Organisation tels qu'ils sont définis dans le Préambule.

## ARTICLE II

### Membres et Membres associés

1. Sont Membres d'origine de l'Organisation ceux des Etats énumérés à l'Annexe 1 qui ont accepté le présent Acte conformément aux dispositions de l'Article XXI.

2. La Conférence peut, à la majorité des deux tiers des suffrages exprimés et sous réserve que la majorité des Etats Membres de l'Organisation soient présents, décider d'admettre à la qualité de Membre de l'Organisation tout Etat qui a déposé une demande d'admission accompagnée d'un instrument officiel par lequel il accepte les obligations découlant de l'Acte constitutif en vigueur au moment de l'admission.

3. La Conférence peut, sous réserve des conditions de majorité et de quorum énoncées au paragraphe précédent, admettre à la qualité de Membre associé à l'Organisation tout territoire ou groupe de territoires n'ayant pas la responsabilité de la conduite de ses relations internationales, sur demande faite au nom de ce territoire ou groupe de territoires par l'Etat Membre ou par l'autorité responsable de la conduite de ses relations internationales. L'Etat Membre ou l'autorité en question dépose un instrument officiel par lequel il accepte, au nom du Membre associé dont l'admission est demandée, les obligations découlant de l'Acte constitutif en vigueur au moment de l'admission et la responsabilité d'assurer, en ce qui concerne ledit Membre associé, l'observation des dispositions du paragraphe 4 de l'Article VIII, des paragraphes 1 et 2 de l'Article XVI et des paragraphes 2 et 3 de l'Article XVIII du présent Acte.

4. La nature et l'étendue des droits et des obligations des Membres associés sont définies dans les articles pertinents du présent Acte constitutif et des Règlements de l'Organisation.

5. Les Etats Membres et les Membres associés acquièrent la qualité de Membre ou de Membre associé à compter du jour où la Conférence a approuvé leur demande d'admission.

### ARTICLE III

#### Conférence

1. L'Organisation comporte une Conférence à laquelle les Etats Membres et les Membres associés sont représentés chacun par un délégué. Les Membres associés participent aux délibérations de la Conférence, mais ils ne peuvent y exercer de fonctions et n'ont pas le droit de vote.

2. Chacun des Etats Membres et des Membres associés peut en outre faire accompagner son délégué d'un suppléant, d'adjoints et de conseillers. La Conférence fixe les conditions dans lesquelles ces suppléants, adjoints et conseillers participent aux débats; toutefois cette participation ne comporte pas le droit de vote, sauf dans le cas où un suppléant, un adjoint ou un conseiller remplace le délégué.

3. Aucun délégué ne peut représenter plus d'un Etat Membre ou Membre associé.

4. Chaque Etat Membre ne dispose que d'une voix. Un Etat Membre en retard dans le paiement de sa contribution à l'Organisation ne peut participer aux scrutins de la Conférence si le montant de ses arriérés est égal ou supérieur à la contribution due par lui pour les deux années civiles précédentes. La Conférence peut néanmoins autoriser ce Membre à voter si elle constate que le défaut de paiement est dû à des circonstances indépendantes de sa volonté.

5. La Conférence peut inviter les organisations internationales dont les activités s'exercent dans des domaines connexes à ceux de l'Organisation à se faire représenter à ses sessions dans les conditions fixées par la Conférence. Les représentants de ces organisations n'ont pas le droit de vote.

6. La Conférence se réunit tous les deux ans en session ordinaire. Toutefois, elle peut se réunir en session extraordinaire:

- (a) si, à l'une quelconque de ses sessions ordinaires, elle décide à la majorité des suffrages exprimés de se réunir l'année suivante;
- (b) si le Conseil donne à cet effet instruction au Directeur général, ou si demande en est faite par un tiers au moins des Etats Membres.

7. La Conférence élit son bureau.

8. Sauf dispositions contraires stipulées dans le présent Acte ou dans les règlements établis par elle, la Conférence prend toutes ses décisions à la majorité des suffrages exprimés.

**ARTICLE IV****Fonctions de la Conférence**

1. La Conférence arrête la politique générale et approuve le budget de l'Organisation; elle exerce tous autres pouvoirs qui lui sont conférés par le présent Acte.
2. La Conférence adopte le Règlement intérieur et le Règlement financier de l'Organisation.
3. La Conférence, à la majorité des deux tiers des suffrages exprimés, peut faire aux Etats Membres et aux Membres associés des recommandations sur les questions relatives à l'alimentation et à l'agriculture, aux fins d'examen et de mise en œuvre par une action nationale.
4. La Conférence peut faire des recommandations à toute organisation internationale sur toute question en rapport avec les buts de l'Organisation.
5. La Conférence peut reconsiderer toute décision adoptée par le Conseil, ou par les commissions ou comités de la Conférence ou du Conseil, ou par les organes subsidiaires de ces commissions ou comités.

**ARTICLE V****Conseil de l'Organisation**

1. La Conférence élit le Conseil de l'Organisation. Le Conseil se compose de 24 Etats Membres qui y délèguent chacun un représentant et ne disposent chacun que d'une voix. Chaque membre du Conseil peut en outre faire accompagner son représentant d'un suppléant, d'adjoints et de conseillers. Le Conseil fixe les conditions dans lesquelles les suppléants, adjoints et conseillers participent aux débats; toutefois cette participation ne comporte pas le droit de vote, sauf dans le cas où un suppléant, un adjoint ou un conseiller remplace le représentant. Aucun représentant ne peut représenter plus d'un membre du Conseil. Les règles relatives à la durée et aux autres conditions d'exercice du mandat des membres du Conseil sont fixées par la Conférence.

2. La Conférence nomme, en outre, un Président du Conseil, indépendant.

3. Le Conseil détient les pouvoirs que lui délègue la Conférence; toutefois cette délégation ne s'étend pas aux pouvoirs énoncés aux paragraphes 2 et 3 de l'Article II, à l'Article IV, au paragraphe 1 de l'Article VII, à l'Article XII, au paragraphe 4 de l'Article XIII, aux paragraphes 1 et 6 de l'Article XIV et à l'Article XX du présent Acte.

4. Le Conseil nomme les membres de son Bureau autres que le Président et, sous réserve des décisions de la Conférence, adopte son propre règlement intérieur.

5. Sauf dispositions contraires stipulées dans le présent Acte ou dans les règlements établis par la Conférence ou par le Conseil, ce dernier prend toutes ses décisions à la majorité des suffrages exprimés.

6. Le Conseil crée un Comité du programme, un Comité financier, un Comité des produits et un Comité des questions constitutionnelles et juridiques qui l'aident à s'acquitter de ses fonctions. Ces comités rendent compte au Conseil. Leur composition et leur mandat sont déterminés par des règles adoptées par la Conférence.

## ARTICLE VI

### Commissions, comités, conférences, groupes de travail et consultations

1. La Conférence ou le Conseil peuvent établir des commissions ouvertes à tous les Etats Membres et Membres associés, ou des commissions régionales ouvertes à tous les Etats Membres et Membres associés dont les territoires sont situés en totalité ou en partie dans une ou plusieurs régions, ces organismes étant chargés d'émettre des avis sur l'élaboration et la mise en œuvre des politiques et de coordonner cette mise en œuvre.

2. La Conférence, le Conseil ou, dans le cadre d'une autorisation de la Conférence ou du Conseil, le Directeur général, peuvent établir des comités et des groupes de travail chargés de procéder à des études et d'établir des rapports sur toute question en rapport avec les buts de l'Organisation. Ces comités et ces groupes de travail se composent soit d'Etats Membres et de Membres associés choisis, soit d'individus désignés à titre personnel en raison de leur compétence technique particulière. Ces individus sont désignés par la Conférence ou par le Conseil, par des Etats Membres ou des Membres associés choisis, ou par le Directeur général, selon la décision de l'autorité qui a créé l'organe intéressé.

3. La Conférence, le Conseil ou, dans le cadre d'une autorisation de la Conférence ou du Conseil, le Directeur général, déterminent dans chaque cas le mandat des commissions, comités et groupes de travail ainsi créés et les modalités selon lesquelles ils font rapport. Les commissions et comités peuvent adopter leur propre règlement intérieur et des amendements à ce dernier, qui entrent en vigueur lorsqu'ils ont été approuvés par le Directeur général, sous réserve de confirmation par la Conférence ou le Conseil, selon le cas.

4. Le Directeur général peut établir, en consultation avec les Etats Membres, les Membres associés et les Commissions nationales de liaison avec la FAO, des listes d'experts en vue d'instituer des consultations avec des spécialistes de premier plan dans les divers domaines d'activité de l'Organisation. Le Directeur général peut, en vue de consultations portant sur des questions précises, convoquer la totalité ou certains des experts figurant sur ces listes.

5. La Conférence, le Conseil ou, dans le cadre d'une autorisation de la Conférence ou du Conseil, le Directeur général, peuvent convoquer des conférences générales, régionales, techniques ou autres, des groupes

de travail ou des consultations réunissant les Etats Membres et les Membres associés. La Conférence, le Conseil ou le Directeur général fixent le mandat de ces réunions et les modalités selon lesquelles elles font rapport; ils peuvent également prévoir la participation aux conférences, groupes de travail et consultations en question, selon des modalités déterminées par eux, d'organisations nationales et internationales s'occupant de nutrition, d'alimentation et d'agriculture.

6. Si le Directeur général est convaincu de la nécessité d'une action d'urgence, il peut établir les comités et groupes de travail et convoquer les conférences, groupes de travail et consultations prévus aux paragraphes 2 et 5 ci-dessus. Il porte ces mesures à la connaissance des Etats Membres et des Membres associés et fait rapport à ce sujet à la session suivante du Conseil.

7. Les Membres associés qui font partie des commissions, comités ou groupes de travail ou qui participent aux conférences, groupes de travail ou consultations dont il est question aux paragraphes 1, 2 et 5 ci-dessus, ont le droit de prendre part aux délibérations des commissions, comités, conférences, groupes de travail et consultations en question, mais ils ne peuvent y exercer de fonctions et n'ont pas le droit de vote.

## ARTICLE VII

### Directeur général

1. L'Organisation a un Directeur général, nommé par la Conférence suivant la procédure et dans les conditions qu'elle détermine.

2. Sous réserve du droit de contrôle général de la Conférence et du Conseil, le Directeur général a pleins pouvoirs et autorité pour diriger les travaux de l'Organisation.

3. Le Directeur général, ou un représentant désigné par lui, participe, sans droit de vote, à toutes les séances de la Conférence et du Conseil et soumet à leur examen toutes propositions en vue d'une action appropriée relative aux questions dont ces organes sont saisis.

## ARTICLE VIII

### Personnel

1. Les fonctionnaires de l'Organisation sont nommés par le Directeur général conformément à un règlement adopté par la Conférence.

2. Les fonctionnaires de l'Organisation sont responsables devant le Directeur général. Leurs fonctions ont un caractère purement international et ils ne peuvent provoquer ni recevoir d'instructions à leur sujet d'aucune autorité étrangère à l'Organisation. Les Etats Membres et les Membres associés s'engagent à respecter pleinement le caractère international des fonctions incombant au personnel et à n'exercer aucune influence à l'égard d'un quelconque de leurs nationaux, dans l'exercice desdites fonctions.

3. Dans le choix des membres du personnel, le Directeur général doit, compte tenu de l'importance primordiale de s'assurer les services de personnes présentant les plus hautes qualités de travail et de compétence technique, ne pas perdre de vue l'intérêt d'un recrutement établi selon une répartition géographique aussi large que possible.

4. Chacun des Etats Membres et des Membres associés s'engage, dans toute la mesure où sa procédure constitutionnelle le lui permet, à octroyer au Directeur général et au personnel de direction les priviléges et immunités diplomatiques, et aux autres membres du personnel, toutes facilités et immunités d'usage pour le personnel non diplomatique attaché aux missions diplomatiques, ou à faire bénéficier ceux-ci des immunités et facilités qui seraient à l'avenir accordées au personnel similaire d'organisations publiques internationales.

## ARTICLE IX

### Siège

Le Siège de l'Organisation est fixé par la Conférence.

## ARTICLE X

### Bureaux régionaux et services de liaison

1. Le Directeur général peut, avec l'approbation de la Conférence, établir des bureaux régionaux.

2. Le Directeur général peut nommer des agents chargés de la liaison soit avec des Etats soit dans certaines régions particulières avec l'agrément des gouvernements intéressés.

## ARTICLE XI

### Rapports à fournir par les Etats Membres et les Membres associés

1. Chacun des Etats Membres et des Membres associés adresse périodiquement à l'Organisation des rapports sur les progrès accomplis en vue d'atteindre les buts définis dans le Préambule, et sur les mesures prises à la suite des recommandations faites et des conventions proposées par la Conférence.

2. Ces rapports sont établis aux époques, dans les formes et contiennent les informations que la Conférence peut demander.

3. Le Directeur général soumet à la Conférence ces rapports accompagnés de leur analyse et rend publics ceux de ces documents que la Conférence décide de publier, ainsi que tout autre rapport y relatif adopté par la Conférence.

4. Le Directeur général peut demander à chacun des Etats Membres et des Membres associés de lui fournir toutes informations en rapport avec les buts et les activités de l'Organisation.

5. Chacun des Etats Membres et des Membres associés doit, à la demande de l'Organisation, lui adresser, dès leur publication, tous règlements, lois, rapports officiels et statistiques relatifs à la nutrition, l'alimentation et l'agriculture.

## ARTICLE XII

### Relations avec les Nations Unies

1. L'Organisation se tient en rapport avec les Nations Unies en sa qualité d'institution spécialisée conformément aux termes de l'Article 57 de la Charte des Nations Unies.<sup>1</sup>

2. Les accords déterminant les rapports entre l'Organisation et les Nations Unies sont soumis à l'approbation de la Conférence.

## ARTICLE XIII

### Coopération avec les organisations et les personnes privées

1. Afin d'assurer une coopération étroite entre l'Organisation et d'autres organisations internationales ayant des fonctions connexes, la Conférence peut conclure avec les autorités compétentes de ces organisations des accords répartissant les fonctions et fixant les modalités de coopération.

2. Le Directeur général peut, sous réserve des décisions de la Conférence, conclure avec d'autres organisations intergouvernementales des accords relatifs à l'entretien de services communs, à l'adoption de mesures communes en matière de recrutement, de formation, de conditions d'emploi, d'échanges de personnel et autres questions connexes.

3. La Conférence peut approuver des accords plaçant sous l'autorité de l'Organisation d'autres organisations internationales dont l'activité s'exerce dans les domaines de l'alimentation et de l'agriculture, suivant des conditions arrêtées de concert avec les autorités compétentes des organisations intéressées.

4. La Conférence fixe les règles à suivre pour assurer toute consultation utile avec les gouvernements sur les relations entre l'Organisation et les institutions nationales ou les personnes privées.

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<sup>1</sup> L'Article 57 de la Charte des Nations Unies est ainsi conçu: « 1. Les diverses institutions spécialisées créées par accords intergouvernementaux et pourvues, aux termes de leurs statuts, d'attributions internationales étendues dans les domaines économique, social, de la culture intellectuelle et de l'éducation, de la santé publique et autres domaines connexes, sont reliées à l'Organisation conformément aux dispositions de l'Article 63. »

« 2. Les institutions ainsi reliées à l'Organisation sont désignées ci-après par l'expression « institutions spécialisées. »

L'Article 63 est ainsi conçu: « 1. Le Conseil économique et social peut conclure avec toute institution visée à l'Article 57 des accords fixant les conditions dans lesquelles cette institution sera reliée à l'Organisation. Ces accords sont soumis à l'approbation de l'Assemblée générale.

« 2. Il peut coordonner l'activité des institutions spécialisées en se concertant avec elles, en leur adressant des recommandations, ainsi qu'en adressant des recommandations à l'Assemblée générale et aux Membres des Nations Unies. »

**ARTICLE XIV****Conventions et accords**

1. La Conférence peut, à la majorité des deux tiers des suffrages exprimés et conformément à la procédure adoptée par elle, approuver et soumettre à l'examen des Etats Membres des conventions et accords relatifs à l'alimentation et à l'agriculture.

2. Le Conseil, suivant une procédure à adopter par la Conférence, peut, à condition que les deux tiers de ses membres y soient favorables, approuver et soumettre à l'examen des Etats Membres:

- (a) des accords relatifs à l'alimentation et à l'agriculture qui intéressent spécialement les Etats Membres de zones géographiques déterminées par ces accords et ne sont destinés à s'appliquer qu'à ces zones;
- (b) des conventions ou accords complémentaires destinés à assurer l'application de tout accord ou convention entrés en vigueur en vertu des dispositions des paragraphes 1 ou 2 (a).

3. Les conventions et accords et les conventions et accords complémentaires:

- (a) sont présentés à la Conférence ou au Conseil par l'intermédiaire du Directeur général, de la part de la réunion ou de la conférence technique réunissant des Etats Membres qui a aidé à établir le projet de convention ou d'accord et proposé qu'il soit soumis aux Etats Membres intéressés en vue de leur adhésion;
- (b) précisent les Etats Membres de l'Organisation et les Etats non membres faisant partie de l'Organisation des Nations Unies qui peuvent y adhérer et le nombre d'adhésions par des Etats Membres nécessaire pour que la convention, l'accord, la convention ou l'accord complémentaires entrent en vigueur, ces dispositions étant destinées à assurer que l'existence de l'instrument en question permettra effectivement d'atteindre les objectifs visés. Dans le cas de conventions, accords, conventions ou accords complémentaires instituant des commissions ou comités, la participation des Etats non membres de l'Organisation faisant partie de l'Organisation des Nations Unies est subordonnée en outre à l'approbation préalable des deux tiers au moins des membres de la commission ou du comité intéressés;
- (c) n'entraînent pas pour les Etats Membres qui n'y sont pas parties d'obligations financières autres que leur contribution au budget de l'Organisation, telle qu'elle est prévue au paragraphe 2 de l'Article XVIII du présent Acte.

4. Toute convention, tout accord, toute convention ou tout accord complémentaires approuvés par la Conférence ou le Conseil en vue de sa soumission aux Etats Membres entrent en vigueur, pour chaque partie contractante, de la manière prescrite par la convention, l'accord, la convention ou l'accord complémentaires.

5. En ce qui concerne les Membres associés, les conventions, accords, conventions et accords complémentaires sont soumis à l'autorité qui est responsable de la conduite des relations internationales du Membre associé intéressé.

6. La Conférence adopte les règles à suivre pour assurer toute consultation utile avec les gouvernements et toute préparation technique appropriée avant l'examen, par la Conférence ou par le Conseil, des propositions de conventions, d'accords, de conventions et d'accords complémentaires.

7. Deux exemplaires, rédigés dans la langue ou les langues faisant foi, de toute convention, de tout accord, ou de toute convention ou tout accord complémentaires approuvés par la Conférence ou par le Conseil, sont authentifiés par apposition des signatures du Président de la Conférence ou du Président du Conseil, selon le cas, et du Directeur général. L'un de ces exemplaires est déposé aux archives de l'Organisation. L'autre est transmis au Secrétaire général des Nations Unies pour être enregistré lorsque la convention, l'accord, la convention ou l'accord complémentaires entrent en vigueur par suite des dispositions prises en vertu du présent Article. En outre, le Directeur général certifie des copies de ces conventions, accords, conventions ou accords complémentaires et en transmet une à chaque Etat Membre de l'Organisation, ainsi qu'à tels Etats non membres qui peuvent devenir parties à la convention, à l'accord ou à la convention ou à l'accord complémentaires.

## ARTICLE XV

### Accords entre l'Organisation et des Etats Membres

1. La Conférence peut autoriser le Directeur général à conclure des accords avec des Etats Membres en vue de la création d'institutions internationales chargées de questions relatives à l'alimentation et à l'agriculture.

2. Conformément à une décision de principe prise par la Conférence à la majorité des deux tiers des suffrages exprimés, le Directeur général peut négocier et conclure semblables accords sous réserve des dispositions du paragraphe 3 ci-après.

3. La signature desdits accords par le Directeur général est subordonnée à leur approbation préalable par la Conférence, décidée à la majorité des deux tiers des suffrages exprimés. La Conférence peut, dans un cas ou des cas particuliers, déléguer au Conseil le pouvoir d'approuver ces accords à la majorité des deux tiers au moins de ses membres.

## ARTICLE XVI

### Statut juridique

1. L'Organisation a la personnalité juridique pour accomplir tout acte juridique conforme à son objet dans les limites des pouvoirs qui lui sont conférés par le présent Acte.

2. Chacun des Etats Membres et des Membres associés s'engage, dans toute la mesure où sa procédure constitutionnelle le lui permet, à faire bénéficier l'Organisation de toutes les immunités et facilités qu'il accorde aux missions diplomatiques, y compris l'inviolabilité des locaux et archives, l'exception de juridiction et les exemptions fiscales.

3. La Conférence prend les dispositions nécessaires pour soumettre à une juridiction administrative les conflits relatifs aux conditions de nomination et d'emploi des membres du personnel.

## ARTICLE XVII

### Interprétation de l'Acte constitutif et règlement des questions juridiques

1. Toute question ou tout litige relatifs à l'interprétation du présent Acte, et n'ayant pas été réglés par la Conférence, est porté devant la Cour internationale de Justice dans les conditions prévues par le Statut de la Cour, ou devant tout autre organisme que désigne la Conférence.

2. Toute requête d'avis consultatif à l'occasion des activités de l'Organisation est présentée à la Cour internationale de Justice dans les conditions prévues par tous accords conclus entre l'Organisation et les Nations Unies.

3. Le renvoi de toute question ou de tout litige en application des dispositions du présent Article, ou l'introduction de toute requête d'avis consultatif, s'effectuent suivant des modalités à fixer par la Conférence.

## ARTICLE XVIII

### Budget et contributions

1. Le Directeur général soumet le budget de l'Organisation à l'approbation de la Conférence lors de chaque session ordinaire.

2. Chacun des Etats Membres et des Membres associés s'engage à verser annuellement à l'Organisation sa part contributive au budget, part déterminée par la Conférence. En déterminant la contribution des Etats Membres et des Membres associés, la Conférence tient compte de la différence de statut entre les Etats Membres et les Membres associés.

3. Chacun des Etats Membres et des Membres associés, dès l'acceptation de sa demande d'admission, verse une première contribution au budget de l'exercice financier en cours, déterminée par la Conférence.

4. L'exercice financier de l'Organisation est constitué par les deux années civiles qui suivent la date normale de la session ordinaire de la Conférence, à moins que celle-ci n'en décide autrement.

#### ARTICLE XIX

##### Retrait des Etats Membres et des Membres associés

Après un délai de quatre ans à compter du jour de son adhésion au présent Acte, tout Etat Membre peut, à tout moment, notifier son retrait de l'Organisation. La notification du retrait d'un Membre associé est donnée par l'Etat Membre ou par l'autorité qui a la responsabilité de la conduite de ses relations internationales. Ce retrait devient effectif un an après le jour où il a été notifié au Directeur général. Tout Etat Membre qui a notifié son retrait ou tout Membre associé dont le retrait a été notifié demeure redevable de sa contribution pour la totalité de l'année civile au cours de laquelle ce retrait devient effectif.

#### ARTICLE XX

##### Amendements à l'Acte constitutif

1. La Conférence peut, à la majorité des deux tiers des suffrages exprimés, amender le présent Acte; cette majorité devra néanmoins être supérieure à la moitié du nombre total des Etats Membres de l'Organisation.

2. Tout amendement n'entraînant pas de nouvelles obligations pour les Etats Membres ni pour les Membres associés prend immédiatement effet sauf dispositions contraires de la résolution aux termes de laquelle il est adopté. Tout amendement entraînant de nouvelles obligations pour les Etats Membres et pour les Membres associés prend effet pour les Etats Membres et pour les Membres associés devenus parties à ce texte du jour où les deux tiers du nombre total des Etats Membres de l'Organisation auront notifié leur adhésion; l'amendement deviendra ultérieurement applicable aux autres Etats Membres ou Membres associés dès l'instant où ils y auront adhéré. En ce qui concerne les Membres associés, l'adhésion aux amendements entraînant de nouvelles obligations est notifiée en leur nom par l'Etat Membre ou par l'autorité qui a la responsabilité de la conduite de leurs relations internationales.

#### ARTICLE XXI

##### Entrée en vigueur de l'Acte constitutif

1. Le présent Acte est ouvert à l'acceptation des Etats énumérés à l'Annexe I.

2. L'instrument d'acceptation sera transmis par chaque gouvernement à la Commission intérimaire des Nations Unies pour l'Alimentation et l'Agriculture qui en notifiera la réception aux gouvernements

des Etats énumérés à l'Annexe I. L'acceptation pourra être notifiée à la Commission intérimaire par l'intermédiaire d'un représentant diplomatique, auquel cas l'instrument d'acceptation devra être transmis à la Commission aussitôt que possible.

3. Après réception de 20 avis d'acceptation, la Commission intérimaire prendra les dispositions nécessaires pour faire signer le présent Acte en un seul exemplaire par les représentants diplomatiques, dûment autorisés à cet effet, des Etats qui auront signifié leur acceptation et, dès que le texte aura été signé au nom d'au moins 20 des Etats énumérés à l'Annexe I, le présent Acte entrera immédiatement en vigueur.

4. Les acceptations notifiées après l'entrée en vigueur du présent Acte prendront effet dès que la Commission intérimaire, ou l'Organisation, les aura reçues.

## ARTICLE XXII

### Textes authentiques de l'Acte constitutif

Les textes anglais, français et espagnol du présent Acte font également foi.

## ANNEXE I

### Etats pouvant être admis comme Membres originaires

Australie	Iran
Belgique	Islande
Bolivie	Libéria
Brésil	Luxembourg
Canada	Mexique
Chili	Nicaragua
Chine	Norvège
Colombie	Nouvelle-Zélande
Commonwealth des Philippines	Panama
Costa Rica	Paraguay
Cuba	Pays-Bas
Danemark	Pérou
Egypte	Pologne
Equateur	République Dominicaine
Etats-Unis d'Amérique	Royaume-Uni
Ethiopie	Salvador
France	Tchécoslovaquie
Grèce	Union des Républiques socialistes soviétiques
Guatemala	Union Sud-Africaine
Haïti	Uruguay
Honduras	Venezuela
Inde	Yougoslavie
Irak	

## CONSTITUCION

### ORGANIZACION DE LAS NACIONES UNIDAS PARA LA AGRICULTURA Y LA ALIMENTACION

#### PREAMBULO

Los Estados que aceptan esta Constitución, decididos a fomentar el bienestar general, intensificando, por su parte, la acción individual y colectiva a los fines de:

elevar los niveles de nutrición y vida de los pueblos bajo su respectiva jurisdicción;

mejorar el rendimiento de la producción y la eficacia de la distribución de todos los alimentos y productos alimenticios y agrícolas;

mejorar las condiciones de la población rural;

y contribuir así a la expansión de la economía mundial;

constituyen por la presente la Organización de las Naciones Unidas para la Agricultura y la Alimentación, que en adelante se llamará la «Organización», por cuyo conducto los Miembros se informarán recíprocamente sobre las disposiciones que adopten y el progreso logrado en los campos de actividades enunciados anteriormente.

#### ARTICULO I

##### Funciones de la Organización

1. La Organización reunirá, analizará, interpretará y divulgará las informaciones relativas a la nutrición, alimentación y agricultura. En esta Constitución el término «agricultura» y sus derivados comprenden también la pesca, los productos del mar, los bosques y los productos primarios forestales.

2. La Organización fomentará y, cuando sea pertinente, recomendará una acción nacional e internacional tendiente a realizar:

- (a) las investigaciones científicas, tecnológicas, sociales y económicas sobre nutrición, alimentación y agricultura;
- (b) la mejora de la enseñanza y administración en materia de nutrición, alimentación y agricultura; y la divulgación de los conocimientos teóricos y prácticos relativos a la nutrición y agricultura;

- (c) la conservación de los recursos naturales y la adopción de métodos mejores de producción agrícola;
- (d) la mejora de los métodos de elaboración, comercialización y distribución de productos alimenticios y agrícolas;
- (e) la adopción de una política encaminada a facilitar el adecuado crédito agrícola, nacional e internacional;
- (f) la adopción de una política internacional que favorezca los convenios relativos a los productos agrícolas esenciales.

3. Serán también funciones de la Organización:

- (a) proporcionar la asistencia técnica que soliciten los gobiernos;
- (b) organizar, en cooperación con los gobiernos interesados, aquellas misiones que puedan ser necesarias para ayudarles a cumplir con las obligaciones derivadas de la aceptación, por parte de los mismos, de las recomendaciones de la Conferencia de las Naciones Unidas sobre Agricultura y Alimentación y de esta Constitución; y
- (c) en general, adoptar todas las disposiciones necesarias y adecuadas para alcanzar los fines de la Organización enunciados en el Preámbulo.

## ARTICULO II

### Miembros y Miembros Asociados

1. Serán Estados Miembros fundadores de la Organización los Estados enumerados en el Anexo I que acepten esta Constitución de acuerdo con las disposiciones del artículo XXI.

2. La Conferencia puede, por una mayoría de dos tercios de los votos emitidos y a reserva de que esté presente la mayoría de los Estados Miembros de la Organización, decidir la admisión en calidad de Miembro de la Organización de todo Estado que haya depositado una solicitud de admisión acompañada de un instrumento oficial en que se acepten las obligaciones derivadas de la Constitución vigente en el momento de la admisión.

3. La Conferencia puede, en las mismas condiciones respecto a mayoría y quórum prescritas en el anterior párrafo 2, decidir la admisión, en calidad de Miembro Asociado de la Organización, de todo territorio o grupo de territorios que no tenga a su cargo la dirección de sus propias relaciones internacionales, previa solicitud hecha a nombre del mismo por el Estado Miembro o autoridad que tenga a su cargo la dirección de las relaciones internacionales de dicho territorio o grupo de territorios, a condición de que tal Estado Miembro o autoridad haya presentado un instrumento oficial en que se acepten, en nombre del Miembro Asociado propuesto, las obligaciones derivadas de la Constitución vigente en el momento de la admisión, y de que se haga responsable del cumplimiento de las disposiciones del párrafo 4 del artículo VIII, de los párrafos 1 y 2 del

artículo XVI y de los párrafos 2 y 3 del artículo XVIII de esta Constitución por parte del Miembro Asociado.

4. La naturaleza y el alcance de los derechos y obligaciones de los Miembros Asociados se definen en los preceptos pertinentes de esta Constitución y de los Reglamentos de la Organización.

5. La calidad de Miembro, o de Miembro Asociado, se adquirirá en la fecha en que la Conferencia haya aprobado la solicitud de ingreso.

### ARTICULO III

#### La Conferencia

1. La Organización contará con una Conferencia, en la que cada Estado Miembro y Miembro Asociado estarán representados por un delegado. Los Miembros Asociados tendrán derecho a participar en las deliberaciones de la Conferencia, pero no podrán desempeñar cargo alguno ni tendrán derecho a voto.

2. Cada Estado Miembro o Miembro Asociado podrá nombrar un suplente, adjuntos y asesores de su delegado. La Conferencia podrá fijar las condiciones relativas a la participación de los suplentes, de los adjuntos y de los asesores en sus deliberaciones, pero tal participación será sin derecho a voto, excepto en el caso de que un suplente, un adjunto o un asesor actúe en lugar de un delegado.

3. Ningún delegado podrá representar a más de un Estado Miembro o Miembro Asociado.

4. Cada Estado Miembro tendrá un solo voto. Un Estado Miembro que se encuentre atrasado en el pago de sus cuotas a la Organización no tendrá derecho a voto en la Conferencia si el importe de su deuda es igual o superior al de las cuotas que debe por los dos años civiles anteriores. La Conferencia podrá, no obstante, permitir que tal Estado Miembro vote si considera que la falta de pago se debe a circunstancias fuera del alcance de ese Estado Miembro.

5. La Conferencia puede invitar a cualquier organización internacional que tenga funciones afines a las de la Organización para que se haga representar en sus reuniones, en las condiciones establecidas por la Conferencia. Los representantes de esas organizaciones no tendrán derecho a voto.

6. La Conferencia deberá reunirse, en sesiones ordinarias, una vez cada dos años. Podrá reunirse en sesiones extraordinarias:

- (a) si en un período ordinario de sesiones la Conferencia decide, por mayoría de los votos emitidos, reunirse el año siguiente;
- (b) si el Consejo da instrucciones al efecto al Director General o si lo solicita una tercera parte, por lo menos, de los Estados Miembros.

7. La Conferencia elegirá los miembros de su Mesa.

8. Salvo disposición contraria expresamente prevista en esta Constitución o en normas adoptadas por la Conferencia, todas las decisiones de la Conferencia deberán tomarse por mayoría de los votos emitidos.

#### ARTICULO IV

##### Funciones de la Conferencia

1. La Conferencia determinará la política y aprobará el presupuesto de la Organización y ejercerá los demás poderes que le son confiados por esta Constitución.

2. La Conferencia adoptará el Reglamento Interior y el Reglamento Financiero de la Organización.

3. La Conferencia puede, por mayoría de las dos terceras partes de los votos emitidos, adoptar recomendaciones sobre cuestiones relativas a la alimentación y a la agricultura que hayan de someterse a la consideración de los Estados Miembros y Miembros Asociados, con el fin de que se lleven a la práctica mediante la acción nacional.

4. La Conferencia puede hacer recomendaciones a cualquier organización internacional respecto a todo asunto que se relacione con las finalidades de la Organización.

5. La Conferencia puede revisar cualquier acuerdo del Consejo, de las comisiones o comités de la Conferencia o del Consejo o de los órganos auxiliares de dichas comisiones o comités.

#### ARTICULO V

##### Consejo de la Organización

1. La Conferencia elige el Consejo de la Organización, integrado por veinticuatro Estados Miembros. Cada Estado Miembro que forme parte del Consejo tendrá un representante y un solo voto, pudiendo nombrar un suplente y adjuntos y asesores de aquél. El Consejo podrá determinar las condiciones en que habrán de participar los suplementos, adjuntos y asesores en sus debates, pero tal participación no supondrá el derecho a voto, salvo cuando el suplente, adjunto o asesor participen en lugar del representante. Ninguno de éstos podrá representar a más de un Miembro del Consejo. La duración y otras condiciones del mandato de dichos Miembros estarán sujetas a las normas que establezca la Conferencia.

2. La Conferencia nombrará además, independientemente, un Presidente del Consejo.

3. El Consejo tendrá las atribuciones que la Conferencia pueda delegarle; pero, la Conferencia no puede delegar las facultades que se estipulan en: párrafos 2 y 3 del artículo II, artículo IV, párrafo 1 del artículo VII, artículo XII, párrafo 4 del artículo XIII, párrafos 1 y 6 del artículo XIV y artículo XX de esta Constitución.

4. El Consejo nombrará los miembros de su Mesa, a excepción del Presidente, y adoptará su propio reglamento interior, de acuerdo con las decisiones de la Conferencia.

5. Salvo que se determine otra cosa expresamente en esta Constitución o en las normas dictadas por la Conferencia o el Consejo, todas las decisiones de éste deberán tomarse por mayoría de los votos emitidos.

6. Para que le auxilien en el desempeño de su funciones, el Consejo creará un Comité del Programa, un Comité de Finanzas, un Comité de Problemas de Productos Básicos y un Comité de Asuntos Constitucionales y Jurídicos. Todos estos comités deberán informar de sus actuaciones al Consejo y su composición y atribuciones se regirán por el Reglamento aprobado por la Conferencia.

## ARTICULO VI

### Comisiones, comités, conferencias, grupos de trabajo y consultas

1. La Conferencia o el Consejo podrán crear comisiones de las que podrán formar parte todos los Estados Miembros y Miembros Asociados, o comisiones regionales de las que también podrán formar parte todos los Estados Miembros y Miembros Asociados cuyos territorios se encuentren situados, por entero o en parte, en una o más regiones, para aconsejar sobre la formulación y la puesta en práctica de una política, y para coordinar su ejecución.

2. La Conferencia, el Consejo o el Director General, autorizado por la Conferencia o el Consejo, podrán crear comités y grupos de trabajo encargados de examinar cuestiones relacionadas con los fines de la Organización e informar sobre las mismas, compuestos de Estados Miembros y Miembros Asociados seleccionados, o de individuos nombrados a título personal por su competencia especial en asuntos técnicos. A estas personas las designarán la Conferencia, el Consejo, los Estados Miembros o Miembros Asociados, seleccionados, o el Director General, según resuelva al respecto la autoridad instituyente.

3. La Conferencia, el Consejo o el Director General, mediante autorización de la Conferencia o el Consejo, según el caso, fijarán las atribuciones de las comisiones, comités y grupos de trabajo así establecidos e indicarán la manera de presentar sus informes. Esas comisiones y comités podrán formular sus respectivos reglamentos y reformas a los mismos, los cuales entrarán en vigor una vez aprobados por el Director General a reserva de su confirmación, según los casos, por la Conferencia o el Consejo.

4. El Director General, en consulta con los Estados Miembros, los Miembros Asociados y los Comités nacionales de la FAO, podrá crear cuadros de expertos para celebrar consultas con técnicos destacados en los diversos campos de actividades de la Organización. El Director General podrá convocar reuniones de algunos o de todos estos expertos para consultarles cuestiones concretas.

5. La Conferencia, el Consejo o el Director General, mediante autorización de la Conferencia o el Consejo, podrán convocar conferencias generales, regionales, técnicas o de otra clase, o grupos de trabajo o consultas de Estados Miembros y Miembros Asociados,

fijando sus atribuciones y la manera de presentar sus informes, y podrán asimismo estipular la participación en tales conferencias, grupos de trabajo y consultas, en la forma que estimen conveniente, de organismos nacionales e internacionales interesados en nutrición, alimentación y agricultura.

6. Cuando el Director General esté convencido de que se precisan medidas urgentes, podrá establecer los comités o grupos de trabajo y convocar las conferencias, grupos de trabajo y consultas previstas en los párrafos 2 y 5. Tales medidas deberá comunicarlas el Director General a los Estados Miembros y Miembros Asociados, e informar al Consejo en el siguiente período de sesiones que éste celebre.

7. Los Miembros Asociados que integren las comisiones, comités o grupos de trabajo, o que asistan a las conferencias, grupos de trabajo o consultas a que se refieren los párrafos 1, 2 y 5 tendrán derecho a participar en las deliberaciones de esas comisiones, comités, conferencias, grupos de trabajo y consultas, pero no podrán desempeñar cargo alguno ni disfrutarán del derecho a voto.

## ARTICULO VII

### El Director General

1. La Organización tendrá un Director General, nombrado por la Conferencia conforme al procedimiento y de acuerdo con las condiciones que ella determine.

2. El Director General, sometido a la inspección que corresponde a la Conferencia y al Consejo, tiene plenos poderes y autoridad para dirigir el trabajo de la Organización.

3. El Director General, o el representante que él designe, participará, sin derecho a voto, en todas las sesiones de la Conferencia y del Consejo; y someterá a la consideración de la Conferencia y del Consejo propuestas para una acción adecuada acerca de los asuntos que se planteen ante los mismos.

## ARTICULO VIII

### El personal

1. El Director General nombrará el personal de la Organización de acuerdo con las normas establecidas por la Conferencia.

2. El personal de la Organización será responsable ante el Director General. Sus funciones serán exclusivamente de carácter internacional y para desempeñarlas no solicitará ni recibirá instrucciones de ninguna autoridad ajena a la Organización. Los Estados Miembros y los Miembros Asociados se comprometen a respetar plenamente el carácter internacional de las funciones del personal y a no tratar de influir en ninguno de sus compatriotas en el desempeño de las mismas.

3. El Director General deberá tener en cuenta, al elegir el personal, la conveniencia de reclutarlo conforme a la más amplia base geográfica,

sin dejar de atender de modo primordial a su eficacia y competencia técnica.

4. Cada Estado Miembro y cada Miembro Asociado se comprometen, en la medida que lo permitan sus preceptos constitucionales, a conceder al Director General y a los altos funcionarios inmunidades y privilegios diplomáticos, y a otorgar a los demás miembros del personal todas las facilidades e inmunidades concedidas al personal no diplomático anexo a la misiones diplomáticas, o a concederles aquellas facilidades e inmunidades que en lo futuro sean acordadas al personal de igual categoría de otras organizaciones públicas internacionales.

#### ARTICULO IX

##### Sede

La Conferencia fijará la sede de la Organización.

#### ARTICULO X

##### Oficinas regionales y de enlace

1. El Director General podrá, con la aprobación de la Conferencia, crear oficinas regionales.

2. El Director General podrá nombrar funcionarios de enlace con determinados países o regiones, de acuerdo con los gobiernos interesados.

#### ARTICULO XI

##### Informes de los Estados Miembros y Miembros Asociados

1. Cada Estado Miembro y cada Miembro Asociado enviarán periódicamente a la Organización informes sobre los progresos logrados en la realización de las finalidades de la misma que se determinan en el Preámbulo, así como sobre la acción adoptada basándose en las recomendaciones hechas y las convenciones propuestas por la Conferencia.

2. Estos informes deberán ser redactados en la fecha, forma y contenido los datos que la Conferencia solicite.

3. El Director General someterá tales informes a la Conferencia, acompañados de un comentario, y editarán aquellos informes y comentarios cuya publicación sea aprobada por la Conferencia, en unión de los dictámenes relativos al asunto adoptados por la misma.

4. El Director General podrá solicitar de cualquier Estado Miembro o Miembro Asociado informes relacionados con las finalidades de la Organización.

5. Cada Estado Miembro y cada Miembro Asociado deberán enviar, a petición de la Organización y en cuanto se publiquen, todas las leyes, reglamentos, informes y estadísticas oficiales relativos a la nutrición, alimentación y agricultura.

## ARTICULO XII

### Relaciones con las Naciones Unidas

1. La Organización mantendrá relaciones con las Naciones Unidas, en su calidad de organismo especializado, a que se refiere el artículo 57 de la Carta de las Naciones Unidas<sup>1</sup>.
2. Se someterán a la aprobación de la Conferencia los acuerdos que definan las relaciones entre la Organización y las Naciones Unidas.

## ARTICULO XIII

### Cooperación con organizaciones y personas

1. A fin de lograr una estrecha cooperación entre la Organización y otras organizaciones internacionales con funciones similares, la Conferencia puede celebrar con las autoridades competentes de dichas organizaciones acuerdos que determinen la distribución de responsabilidades y los métodos de cooperación.
2. El Director General puede, subordinado a las decisiones de la Conferencia, celebrar acuerdos con otras organizaciones intergubernamentales para el mantenimiento de servicios comunes, para la adopción de providencias comunes respecto a reclutamiento, capacitación, condiciones de servicio y otras materias conexas, y para el intercambio de personal.
3. La Conferencia puede aprobar acuerdos que coloquen bajo la autoridad general de la Organización a otras organizaciones internacionales interesadas en cuestiones relativas a la alimentación y la agricultura, en aquellos términos que puedan ser convenientes con las autoridades competentes de la organización interesada.
4. La Conferencia establecerá normas que señalen el procedimiento que debe seguirse para asegurar toda consulta adecuada con los gobiernos sobre las relaciones entre la Organización e instituciones nacionales o personas particulares.

<sup>1</sup> El artículo 57 dice lo siguiente: «1. Los diferentes organismos especializados, creados por acuerdos intergubernamentales y teniendo amplias atribuciones internacionales, tal como son definidas en sus estatutos, en materia económica, social, cultural, educativa, sanitaria, y otras similares, mantendrán relación con las Naciones Unidas de acuerdo con las disposiciones del artículo 63.

«2. Tales organismos, así relacionados con las Naciones Unidas, serán designados en lo sucesivo como «los organismos especializados».

El artículo 63 dice: «1. El Consejo Económico y Social podrá concertar con cualquiera de los organismos especializados indicados en el artículo 57, acuerdos que fijen las condiciones en las cuales dichos organismos habrán de mantener relación con las Naciones Unidas. Tales acuerdos deberán someterse a la aprobación de la Asamblea General.

«2. El Consejo Económico y Social podrá coordinar las actividades de los organismos especializados por medio de consultas y recomendaciones a los mismos, así como por recomendaciones a la Asamblea General y a los Miembros de las Naciones Unidas».

## ARTICULO XIV

## Convenciones y acuerdos

1. La Conferencia puede, por una mayoría de los dos tercios de los votos emitidos y de conformidad con el Reglamento aprobado por la Conferencia, aprobar y someter a los Estados Miembros convenciones y acuerdos sobre cuestiones relativas a la alimentación y la agricultura.

2. El Consejo, con arreglo al Reglamento aprobado por la Conferencia y con el voto de dos tercios, al menos, de sus componentes, puede aprobar y someter a los Estados Miembros:

- (a) acuerdos sobre cuestiones relativas a la alimentación y la agricultura que sean de particular interés para los Estados Miembros de las regiones geográficas especificadas en tales acuerdos y que deban aplicarse solamente a las referidas regiones;
- (b) convenciones o acuerdos suplementarios tendientes a cumplimentar cualquier convención o acuerdo que haya entrado en vigor en virtud de los dispuesto en los párrafos 1 ó 2 (a).

3. Las convenciones, acuerdos, convenciones o acuerdos suplementarios deberán:

- (a) someterse a la Conferencia o al Consejo por conducto del Director General y en nombre de la reunión o conferencia técnica de que hayan formado parte los Estados Miembros y que haya contribuído a redactar la convención o acuerdo y sugerido que se presente a los Estados Miembros interesados para su aceptación;
- (b) contener estipulaciones concernientes a la elegibilidad para participar en los mismos de los Estados Miembros de la Organización y de los que, no siéndolo, pertenezcan a las Naciones Unidas, así como al número necesario de aceptaciones por parte de los Estados Miembros para que entren en vigor, asegurando con ello que dichas convenciones, acuerdos, convenciones o acuerdos suplementarios constituirán una verdadera contribución al logro de sus objetivos. Tratándose de convenciones, acuerdos, convenciones o acuerdos suplementarios por los que se creen comisiones o comités, la participación de los Estados no miembros de la Organización que pertenezcan a las Naciones Unidas, estará sujeta, además, a la previa aprobación de dos tercios, por lo menos, de los componentes de esas comisiones o comités;
- (c) no implicar más obligaciones de carácter económico para los Estados Miembros no signatarios que las cuotas previstas en el párrafo 2 del artículo XVIII de esta Constitución.

4. Toda convención, acuerdo, convención o acuerdo suplementario aprobado por la Conferencia o el Consejo para someterlo a los Estados Miembros entrará en vigor para cada parte contratante según determinen la convención, acuerdo, convención o acuerdo suplementario.

5. En cuanto a los Miembros Asociados, las convenciones, acuerdos, convenciones o acuerdos suplementarios serán sometidos a la autoridad que tenga a su cargo las relaciones internacionales del Miembro Asociado.

6. La Conferencia establecerá normas que señalen el procedimiento que debe seguirse para asegurar toda consulta adecuada con los gobiernos y la conveniente preparación técnica antes de que la Conferencia o el Consejo examinen las convenciones, acuerdos, convenciones o acuerdos suplementarios que se propongan.

7. El Presidente de la Conferencia o del Consejo, respectivamente, y el Director General, certificarán dos copias en el idioma o idiomas auténticos de toda convención, acuerdo, convención o acuerdo suplementario aprobado por la Conferencia o el Consejo. Una de estas copias se depositará en los archivos de la Organización. La otra se enviará al Secretario General de las Naciones Unidas para su registro, una vez que la convención, acuerdo, convención o acuerdo suplementario haya entrado en vigor como resultado de la acción emprendida de conformidad con este artículo. Además, el Director General certificará copias de las convenciones, acuerdos, convenciones o acuerdos suplementarios, y remitirá una a cada Estado Miembro de la Organización y a aquellos estados no miembros que sean parte de la convención, acuerdo, convención o acuerdo suplementario.

#### ARTICULO XV

##### Acuerdos entre la Organización y los Estados Miembros

1. La Conferencia podrá autorizar al Director General a concertar acuerdos con los Estados Miembros para la creación de instituciones internacionales que se ocupen de cuestiones relativas a la agricultura y a la alimentación.

2. En cumplimiento de una decisión de carácter político adoptada al efecto por la Conferencia por una mayoría de dos tercios de los votos emitidos, el Director General podrá negociar y concertar tales acuerdos con los Estados Miembros, con sujeción a lo dispuesto en el párrafo 3 de este artículo.

3. La firma de tales acuerdos por el Director General estará sujeta a la aprobación previa de la Conferencia por una mayoría de dos tercios de los votos emitidos. En uno o varios casos específicos la Conferencia podrá delegar en el Consejo la aprobación, requiriéndose entonces para ésta el voto afirmativo de dos tercios, por lo menos, de los componentes del Consejo.

**ARTICULO XVI****Estado jurídico**

1. La Organización tendrá personalidad jurídica para ejecutar cualquier acto legal, adecuado a sus finalidades, siempre que no se extralimite en los poderes que le confiere esta Constitución.

2. Cada Estado Miembro y cada Miembro Asociado se comprometen a otorgar a la Organización, en la medida que lo permitan sus normas constitucionales, todas las inmunidades y facilidades que otorguen a las misiones diplomáticas, incluso la inviolabilidad de sus oficinas y archivos, inmunidad de jurisdicción y exención de impuestos.

3. La Conferencia dispondrá lo necesario para que un tribunal administrativo resuelva las controversias que surjan con relación a las condiciones y duración de los nombramientos del personal.

**ARTICULO XVII****Interpretación de la Constitución y solución de las cuestiones jurídicas**

1. Toda cuestión o toda controversia relativa a la interpretación de esta Constitución, y que no haya sido resuelta por la Conferencia, será deferida a la Corte Internacional de Justicia, de acuerdo con el Estatuto de dicha Corte, o a cualquier otra entidad que la Conferencia determine.

2. Toda solicitud que la Organización dirija a la Corte Internacional de Justicia, para que emita su opinión sobre las cuestiones jurídicas que surjan dentro del campo de sus actividades, estará de acuerdo con los arreglos existentes entre la Organización y las Naciones Unidas.

3. Para deferir cualquier cuestión o controversia de acuerdo con este artículo, así como para toda solicitud de opinión, se seguirá el procedimiento establecido por la Conferencia.

**ARTICULO XVIII****Presupuesto y cuotas**

1. En cada período ordinario de sesiones de la Conferencia, el Director General someterá a su aprobación el presupuesto de la Organización.

2. Cada Estado Miembro y cada Miembro Asociado se comprometen a contribuir anualmente a los gastos de la Organización con la parte del presupuesto que le asigne la Conferencia. Al determinar las cuotas que abonarán los Estados Miembros y los Miembros Asociados, la Conferencia tomará en consideración la diferente condición jurídica de los Estados Miembros y los Miembros Asociados.

3. Cada Estado Miembro y cada Miembro Asociado pagarán, desde el momento de la aceptación de su solicitud de admisión, una primera cuota para contribuir al presupuesto del ejercicio económico vigente, cuya cuantía determinará la Conferencia.

4. El ejercicio económico de la Organización lo constituirán los dos años civiles subsiguientes a la fecha normal del período ordinario de sesiones de la Conferencia, salvo que ésta disponga otra cosa.

#### ARTICULO XIX

##### Retirada de los Estados Miembros y Miembros Asociados

Cualquier Estado Miembro puede comunicar en todo momento que se retira de la Organización, siempre que hayan transcurrido 4 años a partir de la fecha en que aceptó esta Constitución. La notificación de la retirada de un Miembro Asociado la hará el Estado Miembro o Autoridad que tenga a su cargo las relaciones internacionales de aquél. El aviso surtirá efecto un año después de la fecha en que haya sido comunicado al Director General. La obligación económica contraída con la Organización por el Estado Miembro que ha notificado su retirada, o por el Miembro Asociado en cuyo nombre se haya hecho dicha notificación, incluirá todo el año civil en que la retirada se hace efectiva.

#### ARTICULO XX

##### Enmiendas a la Constitución

1. La Conferencia puede introducir enmiendas a la presente Constitución por mayoría de dos tercios de los votos emitidos, siempre que dicha mayoría represente más de la mitad del número total de los Estados Miembros de la Organización.

2. Las enmiendas que no impongan nuevas obligaciones a los Estados Miembros o a los Miembros Asociados entrarán en vigor inmediatamente, siempre que al adoptarlas no se disponga otra cosa. Las enmiendas que impongan nuevas obligaciones entrarán en vigor, para aquellos Estados Miembros o Miembros Asociados que las hubiesen aceptado, una vez que hayan sido aceptadas por las dos terceras partes del número total de los Estados Miembros de la Organización, y para los restantes Estados Miembros o Miembros Asociados cuando las acepten. Respecto a los Miembros Asociados la aceptación de las enmiendas que impongan nuevas obligaciones corresponderá, en nombre de los mismos, al Estado Miembro o autoridad que tenga a su cargo las relaciones internacionales de aquéllos.

#### ARTICULO XXI

##### Entrada en vigor de la Constitución

1. Esta Constitución queda abierta a la aceptación de los Estados enumerados en el Anexo I.

2. El instrumento de aceptación será enviado por el respectivo gobierno a la Comisión Interina de las Naciones Unidas sobre Agricultura y Alimentación, quien notificará su recibo a los gobiernos

de los Estados enumerados en el Anexo I. La aceptación se notificará a la Comisión Interina por conducto de un representante diplomático, en cuyo caso el instrumento de aceptación será enviado con posterioridad, lo antes posible.

3. Cuando la Comisión Interina haya recibido veinte notificaciones de aceptación, dispondrá lo necesario para que los representantes diplomáticos de los Estados notificantes, debidamente autorizados al efecto, firmen esta Constitución, en un solo ejemplar. Esta Constitución entrará en vigor tan pronto como haya sido firmada por un mínimo de veinte de los Estados especificados en el Anexo I.

4. Una vez que esta Constitución haya entrado en vigor, las notificaciones de aceptación serán efectivas en el mismo momento en que la Comisión Interina o la Organización reciba la respectiva notificación.

## ARTICULO XXII

### Textos auténticos de la Constitución

Los textos en español, francés e inglés de la presente Constitución tienen igual fuerza legal.

## ANEXO I

### Estados con derecho a figurar como Miembros fundadores

Australia	Irak
Bélgica	Irán
Bolivia	Islandia
Brasil	Liberia
Canadá	Luxemburgo
Colombia	México
Costa Rica	Nicaragua
Cuba	Noruega
Checoeslovaquia	Nueva Zelanda
Chile	Países Bajos
China	Panamá
Dinamarca	Paraguay
Ecuador	Perú
Egipto	Polonia
El Salvador	Reino Unido
Estados Unidos de América	República Dominicana
Etiopía	Filipinas
Francia	Unión de las Repúblicas Socialistas Soviéticas
Grecia	Unión Sudafricana
Guatemala	Uruguay
Haití	Venezuela
Honduras	
India	Yugoslavia

I hereby certify that the text appearing on pages 1 to 15 [<sup>1</sup>] of this document constitutes a true copy of the Constitution of the Food and Agriculture Organization of the United Nations as at present in force as the result of various amendments adopted by the sessions of the Conference of the Organization since 1946, including the Ninth Session held in Rome from 2 to 23 November 1957.

F T WAHLEN.  
for B. R. Sen  
*Director-General*  
*of the Food and Agriculture Organization*  
*of the United Nations*

ROME, 19 November 1958

[SEAL]

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<sup>1</sup> Pages 986 to 1024 herein.

*Note by the Department of State*

The Members and Associate Members of the Food and Agriculture Organization are as follows:

<i>Country</i>	<i>Effective Date of Membership</i>
Afghanistan	December 1, 1949
Argentina	November 27, 1951
Australia	October 16, 1945
Austria	August 27, 1947
Belgium	October 16, 1945
Bolivia	October 16, 1945
Brazil	October 16, 1945
Burma	September 11, 1947
Cambodia	November 11, 1950
Canada	October 16, 1945
Ceylon	May 21, 1948
Chad [ <sup>1</sup> ]	November 5, 1959
Chile	May 17, 1946
Colombia	October 17, 1945
Costa Rica	April 7, 1948
Cuba	October 19, 1945
Cyprus [ <sup>1</sup> ]	November 5, 1959
Denmark	October 16, 1945
Dominican Republic	October 16, 1945
Ecuador	October 16, 1945
Egypt	October 16, 1945
El Salvador	August 19, 1947
Ethiopia	January 1, 1948
Finland	August 27, 1947
France	October 16, 1945
Gabon [ <sup>1</sup> ]	November 5, 1959
Germany, Federal Republic of	November 27, 1950
Ghana	November 9, 1957
Greece	October 16, 1945
Guatemala	October 16, 1945
Guinea	November 5, 1959
Haiti	October 16, 1945
Honduras	October 16, 1945
Iceland	October 16, 1945
India	October 16, 1945
Indonesia	November 28, 1949
Iran	December 1, 1953
Iraq	October 16, 1945
Ireland	September 3, 1946

<sup>1</sup> Associate Member, in accordance with information available at the time of this publication.

<i>Country</i>	<i>Effective Date of Membership</i>
Israel	November 23, 1949
Italy	September 12, 1946
Japan	November 21, 1951
Jordan	January 23, 1951
Korea	November 25, 1949
Laos	November 21, 1951
Lebanon	October 27, 1945
Liberia	October 16, 1945
Libya	November 24, 1953
Luxembourg	October 16, 1945
Malagash [¹] [²]	November 5, 1959
Malaya	November 9, 1957
Mexico	October 16, 1945
Morocco	September 13, 1956
Nepal	November 27, 1951
Netherlands	October 16, 1945
New Zealand	October 16, 1945
Nicaragua	" "
Nigeria [¹]	November 5, 1959
Norway	October 16, 1945
Pakistan	September 7, 1947
Panama	October 16, 1945
Paraguay	October 30, 1945
Peru	June 17, 1952
Philippines	October 16, 1945
Poland [³]	November 9, 1957
Portugal	September 11, 1946
Rhodesia and Nyasaland [¹]	November 5, 1959
Saudi Arabia	November 23, 1948
Senegal [¹]	November 5, 1959
Somalia [¹] [⁴]	" "
Soudan [¹]	" "
Spain	April 5, 1951
Sudan	September 13, 1956
Sweden	February 13, 1950
Switzerland	September 11, 1946
Syria	October 27, 1945
Thailand	August 27, 1947

<sup>¹</sup> Associate Member, in accordance with information available at the time of this publication.

<sup>²</sup> "Malagasy Republic", effective June 26, 1960.

<sup>³</sup> Poland was previously a Member of the Organization from Oct. 16, 1945, to Apr. 25, 1951.

<sup>⁴</sup> "Somali Republic", effective July 1, 1960.

<i>Country</i>	<i>Effective Date of Membership</i>
Tunisia	November 25, 1955
Turkey	April 6, 1948
Union of South Africa	October 16, 1945
United Kingdom	October 16, 1945
United States of America	October 16, 1945
Uruguay	November 30, 1945
Venezuela	October 16, 1945
Viet-Nam	November 11, 1950
Yemen	December 9, 1953
Yugoslavia	October 16, 1945

# MULTILATERAL

## Joint Financing of Certain Air Navigation Services in Greenland and the Faroe Islands

*Agreement amending the agreement done at Geneva September 25, 1956, as amended.*

*Adopted at the fourth meeting, forty-third session, of the Council of the International Civil Aviation Organization, Montreal, June 9, 1961;*

*Entered into force June 9, 1961.*

TEL.: UNIVERSITY 6-2551

CABLES: ICAO MONTREAL

ORGANISATION DE L'AVIATION CIVILE INTERNATIONALE

ORGANIZACIÓN DE AVIACIÓN CIVIL INTERNACIONAL

INTERNATIONAL CIVIL AVIATION ORGANIZATION

INTERNATIONAL AVIATION BUILDING  
1080 UNIVERSITY STREET  
MONTREAL 3, P.Q., CANADA

WHEN REPLYING, PLEASE QUOTE: EC 8/66.5-61/119  
RÉFÉRENCE À RAPPELER DANS LA RÉPONSE:  
INDIQUESE EN LA RESPUESTA ESTA REFERENCIA:

23 JUNE 1961

Subject: Increase in the Article V Ceiling of the  
1956 Danish Joint Financing Agreement

Action Required: For information

The Secretary General of the International Civil Aviation Organization presents his compliments and has the honour to state that the Council, at its Fourth Meeting of the Forty-third Session held on 9 June 1961, took the action recommended by the Joint Support Committee, pursuant to the second sentence of Article V of the Agreement on the Joint Financing of Certain Air Navigation Services in Greenland and the Faroe Islands [¹] (Doc 7726-JS/563), as follows: The consent of all the Contracting Governments having been obtained, the Council hereby increases the limit in Article V of the Agreement on the Joint Financing of Certain Air Navigation Services in Greenland and the Faroe Islands (Doc 7726-JS/563) to US \$2 175 180, the limit to apply not only to 1961 and subsequent years but also to the 1960 actual costs to be settled in the autumn of 1961 (cf. EC 8/66.5-60/233 of 28 December 1960). [²]

*RM*

THE REPRESENTATIVE OF THE UNITED STATES  
OF AMERICA ON THE COUNCIL OF ICAO,  
*Montreal, Canada.*

<sup>1</sup> TIAS 4049, 4204; 9 UST 798; 10 UST 724.

<sup>2</sup> Not printed.

# MALI

## Military Assistance

*Agreement effected by exchange of notes  
Signed at Bamako May 20, 1961;  
Entered into force May 20, 1961.*

*The American Ambassador to the President of the Republic of Mali*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Bamako, May 20, 1961.*

No. 18 ANNEX C

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two Governments and to advise you that, for the purposes of assuring the security and supporting the independence of the Republic of Mali, the Government of the United States of America is prepared to furnish military assistance to the Government of the Republic of Mali in accordance with the following understandings:

- 1) The Government of the United States of America shall furnish to the Government of the Republic of Mali such military equipment, materials and services as may be requested by representatives of the Government of the Republic of Mali and agreed to by representatives of the Government of the United States of America, in accordance with such terms and conditions as may be agreed upon by such representatives.
- 2) The Government of the Republic of Mali requires and shall use the military equipment, materials and services furnished by the Government of the United States of America solely to maintain its internal security and legitimate self-defense. It is self-evident that the Government of the Republic of Mali, as a member of the United Nations Organization, interprets the terms "legitimate self-defense" within the scope of the United Nations Charter [1] as excluding an act of aggression against any other state.
- 3) The Government of the Republic of Mali shall not relinquish or transfer title to, or possession of, the military equipment, materials and services furnished by the Government of the United States of

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<sup>1</sup> TS 993; 59 Stat. 1031.

America without the prior consent of the Government of the United States of America.

4) The Government of the Republic of Mali shall offer for return to the Government of the United States of America any military equipment and materials furnished by the Government of the United States of America which are no longer required for the purposes for which they were originally made available.

If these understandings are acceptable to Your Excellency's Government, I propose that this note and Your Excellency's note in reply concurring therein shall constitute an agreement between our two Governments, effective on the date of Your Excellency's reply.

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

THOMAS K. WRIGHT

His Excellency

MODIBO KEITA,

*President of the Republic of Mali, Minister of  
Foreign Affairs, Defense and Security of the  
Government of Mali,  
Bamako.*

*The President of the Republic of Mali to the American Ambassador*

ANNEXE A

BAMAKO, le 20 Mai 1961

EXCELLENCE,

Par l'annexe C de la note n°I8 en date du 20 Mai 1961, Votre Excellence a bien voulu me faire savoir ce qui suit :

(1) Le Gouvernement des Etats-Unis d'Amérique fournira au Gouvernement de la République du Mali l'équipement, le matériel et les services militaires que les représentants du Gouvernement de la République du Mali pourraient demander et dont la fourniture serait approuvée par les représentants du Gouvernement des Etats-Unis d'Amérique sur les bases et aux conditions qui auraient reçu l'agrément de ces représentants.

(2) Le Gouvernement de la République du Mali requiert et utilisera l'équipement, le matériel et les services militaires fournis par le Gouvernement des Etat-Unis d'Amérique, dans le seul but de préserver sa sécurité intérieure et d'exercer son droit de légitime défense. Il est évident que Le Gouvernement de la République du Mali, en sa qualité de membre de l'Organisation des Nations Unies, interprète l'expression "légitime défense" dans le sens que lui donne la Charte des Nations Unies, c'est-à-dire comme interdisant tout acte d'agression contre un autre Etat.

(3) Le Gouvernement de la République du Mali s'engage à ne pas céder ou transférer la propriété ou la possession de l'équipement, du matériel et des services militaires fournis par le Gouvernement des Etats-Unis d'Amérique sans le consentement préalable du Gouvernement des Etats-Unis d'Amérique.

(4) Le Gouvernement de la République du Mali offrira de faire retour au Gouvernement des Etats-Unis d'Amérique de tout équipement ou matériel militaire fourni par le Gouvernement des Etats-Unis d'Amérique qui ne serait plus indispensable à la poursuite des objectifs pour lesquels il avait été primitivement mis à la disposition du Gouvernement de la République du Mali.

J'ai l'honneur de confirmer à Votre Excellence l'accord du Gouvernement de la République du Mali sur ces propositions. Conformément aux stipulations de Votre note, ma présente réponse, ainsi que Votre note constitueront entre nos deux Gouvernements, un accord qui sera considéré comme prenant effet à la date de ce jour.

Je saisiss cette occasion pour renouveler à Votre Excellence, les assurances de ma haute considération.

MODIBO KEITA

[SEAL]

Son Excellence

THOMAS K. WRIGHT

*Ambassadeur Extraordinaire et Plénipotentiaire  
des Etats-Unis d'Amérique  
Bamako, Mali.*

*Translation*

ANNEX A

BAMAKO, May 20, 1961

EXCELLENCY:

In Annex C to note No. 18 dated May 20, 1961, Your Excellency was good enough to inform me as follows:

[For the English language text of paragraphs 1-4, see *ante*, p. 1030.]

I have the honor to confirm to Your Excellency that the Government of the Republic of Mali agrees to these proposals. As specified in your note, my present reply and your note shall constitute an agreement between our two Governments, which shall be considered as entering into force on this date.

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

MODIBO KEITA

His Excellency

[SEAL]

THOMAS K. WRIGHT,

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America,  
Bamako, Mali.*

# CANADA

## Pilotage Services on the Great Lakes and the St. Lawrence River

*Agreement effected by exchange of notes  
Signed at Washington May 5, 1961;  
Entered into force May 5, 1961;  
Operative retroactively May 1, 1961.*

*The Secretary of State to the Canadian Ambassador*

DEPARTMENT OF STATE  
WASHINGTON  
*May 5, 1961*

EXCELLENCY:

I have the honor to refer to the memorandum signed on April 28, 1961 by the Secretary of Commerce of the United States of America and on May 1, 1961 by the Minister of Transport of Canada [¹] concerning arrangements for the coordination of pilotage services to be provided in United States waters and Canadian waters of the Great Lakes and the St. Lawrence River as far east as St. Regis, pursuant to United States Public Law 86-555 (Great Lakes Pilotage Act of 1960) [²] and an Act of August 1, 1960, to amend the Canada Shipping Act (Chapter 40 of the Statutes of Canada) respectively.

I propose on behalf of the Government of the United States that the arrangements set forth in the memorandum, a copy of which is annexed hereto and is hereby incorporated in this note, shall govern the above-mentioned coordination of pilotage services with effect from May 1, 1961.

If the foregoing meets with the approval of the Canadian Government, I have the honor to propose that this note and Your Excellency's reply shall constitute an agreement between the two Governments.

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

For the Secretary of State:

IVAN B. WHITE

Enclosure:

Memorandum of Arrangements.

His Excellency

A. D. P. HEENEY, Q.C.,  
*Ambassador of Canada.*

<sup>1</sup> Post, p. 1035.

<sup>2</sup> 74 Stat. 259; 46 U.S.C. § 216.

**MEMORANDUM OF ARRANGEMENTS****GREAT LAKES PILOTAGE****BETWEEN****THE SECRETARY OF COMMERCE****OF THE****UNITED STATES OF AMERICA****AND THE****MINISTER OF TRANSPORT OF CANADA**

**Memorandum Of Arrangements Between The Secretary Of Commerce Of The United States Of America And The Minister Of Transport of Canada Respecting Pilotage On The Great Lakes.**

Pursuant to the authority vested in him by the Great Lakes Pilotage Act of 1960 (74 Stat. 259, 46 U.S.C. 216), the President of the United States by Proclamation dated December 22, 1960,[<sup>1</sup>] designated the following United States waters of the Great Lakes as those in which registered vessels of the United States and foreign vessels will be required to have in their service a United States registered pilot or a Canadian registered pilot to direct the navigation of the vessel, subject to the customary authority of the master:

- (1) District 1. All United States waters of the St. Lawrence River between the international boundary at St. Regis and a line at the head of the river running (at approximately 127° True) between Carruthers Point Light and South Side Light extended to the New York shore.
- (2) District 2. All United States waters of Lake Erie westward of a line running (at approximately 026° True) from Sandusky Pierhead Light at Cedar Point to Southeast Shoal Light; all waters contained within the arc of a circle of one mile radius eastward of Sandusky Pierhead Light; the Detroit River; Lake St. Clair; the St. Clair River, and Northern approaches thereto south of latitude 43°-05'-30" N.
- (3) District 3. All United States waters of the St. Marys River, Sault Sainte Marie Lock and approaches thereto between latitude 45°-57' N at the Southern approach and a line running (at approximately 020° True) from Point Iroquois Light to the westward tangent of Jackson Island.

Registered vessels of the United States and foreign vessels navigating United States waters of the Great Lakes which are not designated by the President by Proclamation are required by the Act to have on board a United States registered pilot or a Canadian registered pilot or other officer qualified for the waters concerned who will be available to direct the navigation of the vessel in such undesignated waters at the discretion of and subject to the customary authority of the master.

The Secretary of Commerce of the United States is responsible for carrying out those provisions of the Act relating to the registration of United States pilots, the formation of pools by voluntary associa-

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<sup>1</sup> 25 F.R. 13681; 46 U.S.C. § 216a note.

tions of United States registered pilots, and the establishment of the rates, charges, and other conditions or terms for services performed by registered pilots.

In carrying out these responsibilities, the Secretary is authorized by the Act to enter into arrangements with an appropriate agency of Canada for equitable participation by United States registered pilots with Canadian registered pilots in the pilotage services required by the United States and Canada for vessels navigating the Great Lakes, and for the number of pilots who shall be registered in each country. The Secretary is also authorized to require that pools formed by voluntary associations of United States registered pilots for the rendering of pilotage services required under the Act be coordinated on a reciprocal basis with similar arrangements established by the appropriate agency of Canada. The Secretary is further authorized to arrange with Canada for the establishment of joint or identical rates, charges, and any other conditions or terms for services by registered pilots in the waters of the Great Lakes.

The Canada Shipping Act was amended by the addition thereto of Part VI. A, entitled "Great Lakes Pilotage," by an Act to amend the Canada Shipping Act, being Ch. 40 of the Statutes of Canada, assented to August 1, 1960.

The said Part VI. A provides, *inter alia*, for the following:

The designation of those portions of the Canadian waters of the Great Lakes Basin within which vessels of 250 gross tons or over shall not be operated unless the vessel is piloted by a registered pilot.

The definition of "registered pilot" as being a person not belonging to a ship who has the conduct thereof and who is registered as pilot either by the Secretary of Commerce of the United States of America or pursuant to regulations made by the Governor in Council.

Pilotage requirements in respect of other than designated waters.

The authority given to U.S. registered pilots or persons holding licenses issued by the Government of the United States in respect of the Canadian waters of the Great Lakes Basin to extend only so long as similar authority is given by the Government of the United States to Canadian registered pilots or other qualified officers in respect of the U.S. waters of the Great Lakes Basin.

Certain exemptions in respect of the said pilotage requirements.

The Governor in Council to make regulations, *inter alia*, designating portions of the Canadian waters of the Great Lakes Basin as designated waters.

The Governor in Council has by Regulation designated the following Canadian waters of the Great Lakes Basin as designated waters:

(1) The Canadian waters of the River St. Lawrence from the boundary between the United States and Canada where it crosses the navigable channel of the River St. Lawrence near St. Regis in the Province of Quebec to a line drawn from Carruthers Point

Light in Kingston Harbour, Ontario, on a true bearing of  $127^{\circ}$  through Wolfe Island South Side Light and extended to the shore of the State of New York.

(2) The Welland Canal, and the Canadian waters of Lake Erie westward of a line running approximately  $206^{\circ}$  True from Southeast Shoal Light to Sandusky Pierhead Light at Cedar Point in the State of Ohio. The Canadian waters of the connecting channels between Lake Erie and Lake Huron.

(3) The Canadian waters of St. Marys River connecting Lake Huron and Lake Superior as far as, in the northern approach, a line drawn approximately  $020^{\circ}$  True from Point Iroquois Light to the westward tangent of Jackson Light.

The Secretary of Commerce of the United States of America and the Minister of Transport of Canada, recognizing the need for co-operation with respect to pilotage services on the Great Lakes, have agreed to recommend to their respective Governments the following arrangements:

#### Interpretations

1. In this Memorandum, the expression :

(a) "Canadian District No. 1" means the Canadian waters of the River St. Lawrence from the boundary between the United States and Canada where it crosses the navigable channel of the River St. Lawrence near St. Regis in the Province of Quebec to a line drawn from Carruthers Point Light in Kingston Harbour, Ontario, on a true bearing of  $127^{\circ}$  through Wolfe Island South Side Light and extended to the shore of the State of New York;

(b) "Canadian District No. 2" means the Welland Canal, and the Canadian waters of Lake Erie westward of a line running approximately  $206^{\circ}$  True from Southeast Shoal Light to Sandusky Pierhead Light at Cedar Point in the State of Ohio. The Canadian waters of the connecting channels between Lake Erie and Lake Huron;

(c) "Canadian District No. 3" means the Canadian waters of St. Marys River connecting Lake Huron and Lake Superior as far as, in the northern approach, a line drawn approximately  $020^{\circ}$  True from Point Iroquois Light to the westward tangent of Jackson Light;

(d) "Canadian pilotage pool" means a group of Canadian registered pilots authorized by the Minister to perform pilotage services within a prescribed area;

(e) "Canadian registered pilot" means a person not belonging to a ship who has the conduct thereof and who is registered as a pilot pursuant to the regulations prescribed by the Governor in Council;

(f) "Great Lakes" means Lakes Superior, Michigan, Huron, Erie and Ontario, their connecting and tributary waters, the St. Lawrence River as far east as Saint Regis, and adjacent port areas;

(g) "Minister" means the Minister of Transport of Canada;

(h) "Secretary" means the Secretary of Commerce of the United States of America;

(i) "undesignated waters" means those waters of the Great Lakes not included in United States and Canadian Districts Nos. 1, 2, and 3;

(j) "United States District No. 1" means those waters described in "District 1" in the Proclamation by the President dated December 22, 1960;

(k) "United States District No. 2" means those waters described in "District 2" in the Proclamation by the President dated December 22, 1960;

(l) "United States District No. 3" means those waters described in "District 3" in the Proclamation by the President dated December 22, 1960;

(m) "United States pilotage pool" means a pool formed by a voluntary association of United States registered pilots which has been authorized by the Secretary to render pilotage services;

(n) "United States registered pilot" means a person, other than a member of the regular complement of a vessel, who holds an unlimited master's license authorizing navigation on the Great Lakes and suitably endorsed for pilotage on routes specified therein, issued by the head of the Department in which the Coast Guard is operating under regulations issued by him, and is registered by the Secretary.

#### Participation in Pilotage Services

2. (a) United States and Canadian registered pilots will participate in rendering pilotage services in United States and Canadian waters of the Great Lakes and will participate equally on the basis of total numbers for those waters included in United States and Canadian Districts Nos. 1, 2, and 3 when overall parity is achieved in such Districts.

(b) Overall parity will be achieved as soon as practicable but not later than 1965. Until such parity is achieved, all vacancies and/or additional pilot requirements will be filled by United States registered pilots.

(c) The initial requirement for the 1961 operating season will be 34 United States and 70 Canadian registered pilots, with the distribution being as follows:

<i>United States and Canadian Districts</i>	<i>Number of Pilots</i>		
	<i>United States</i>	<i>Canada</i>	<i>Total</i>
No. 1	12	20	32
No. 2	9	47	56
No. 3	13	3	16
	<hr/>	<hr/>	<hr/>
	34	70	104

Although Canada has 24 pilots who have been working in District No. 1, at no time will more than 20 Canadian pilots be registered and actively participate in the rendering of pilotage services. The second

sentence of paragraph 2(b) shall not apply to District No. 1 until the 24 pilots referred to above have been reduced to 20.

(d) No pilot who has reached the age of 65 will be registered by either the Secretary or the Minister unless it is determined that such registration will be in the public interest and that such pilot is physically fit to perform the duties of a registered pilot.

#### Coordination of Pilotage Pools

3. (a) United States and Canadian pilotage pools will be established in United States/Canadian Districts Nos. 1, 2, and 3, with dispatching facilities and responsibilities as follows:

<u>Location of Dispatching Facilities</u>	<u>Nationality of Pool</u>	<u>Dispatching Responsibility of Pool</u>
<i>District No. 1</i>		
Cornwall	Canada	Up the St. Lawrence River from Snell Lock to Cape Vincent,
Cape Vincent	United States	Down the St. Lawrence River from Cape Vincent to Snell Lock; westbound across Lake Ontario; and to and from United States and Canadian ports on Lake Ontario.
<i>District No. 2</i>		
Port Weller	Canada	Westbound from Port Weller to Lake Huron Lightship; to and from United States and Canadian ports on Lake Erie, and eastbound across Lake Ontario.
Port Huron	United States	Eastbound from Lake Huron Lightship to Port Weller; to and from United States and Canadian ports on Lake Erie, across Lake Huron to Detour Light and Lake Michigan.
<i>District No. 3</i>		
Sault Ste. Marie, Michigan (Canada will use United States facilities)	United States	From Detour Light to Gros Cap Reef Light, to and from United States and Canadian ports on Lake Superior downbound across Lake Huron to Lake Huron Lightship; and across Lake Michigan.

(b) Any vessel requiring a pilot from an intermediate point on Lakes Ontario, Huron, or Michigan may secure such pilot from either of the dispatching Districts for the Lake concerned, at the option of the master.

(c) Dispatching responsibilities for situations not provided for above will be assigned as determined by the Secretary and the Minister.

(d) United States and Canadian pilotage pools within each District will provide reciprocal dispatching and related services. Pilots will be dispatched on a turn for turn (tour de role) basis without regard to nationality. As an interim measure, existing dispatching and service facilities will be open and available for use by both United States and Canadian registered pilots.

(e) A pilot who has completed a trip to a point in another District may, by mutual agreement between the two Districts, be assigned to a vessel returning to his own District.

(f) The division of income from pilotage fees after deduction of operating costs will be allocated between United States and Canadian pools for a District on a pro-rata basis according to the actively participating United States and Canadian registered pilots.

(g) Costs which may be charged in connection with the operation of pools shall be as prescribed by the Minister and the Secretary.

(h) Accounting services for all pilotage services performed shall be rendered by the pilotage pool operating the dispatching facility. Billing and collection shall be on the basis of the currency of the nationality of the pool.

(i) In the event that pilotage services are performed pursuant to paragraph (e) the pilotage fees will be divided 25% to the dispatching District and 75% to the pilot's own District. Billing will be done by the dispatching District.

(j) Settlement of accounts for adjusting amounts due between pools will be effected on an interim basis as of the end of each month with an annual settlement as of December 31 of each year. Payments on account will be made by the 15th of the following month with drafts payable in the currency of the nationality of the pool making payment.

(k) Each pilotage pool will furnish accounting data monthly in accordance with accounting requirements and rules as prescribed by the Secretary and the Minister.

(l) The accounts of pilotage pools will be subject to joint audit by designated representatives of the Secretary and the Minister.

(m) The Secretary and the Minister, respectively, will establish such regulations and rules for the operation of pilotage pools as may be deemed necessary.

#### Rates, Charges and Conditions for Pilotage Services

4. (a) The following rates and charges shall be payable for all services performed by United States or Canadian registered pilots in

the following areas of the United States and Canadian waters of the Great Lakes:

**DISTRICT NO. 1**

(i) Snell Lock to Cape Vincent . . . . .	\$200
(ii) Trips commencing or terminating at any intermediate point within the District, an amount computed on a pro-rata basis set forth in (i) according to the distance piloted shall be charged as pilotage dues with a minimum charge therefor of . . . . .	50

**DISTRICT NO. 2**

(i) The Welland Canal . . . . .	125
(ii) Southeast Shoal (pilots board at the Welland Canal) to Lake Huron Lightship (includes direct transit of undesignated Lake Erie waters). . . . .	125
(iii) Southeast Shoal (pilots board at the Welland Canal) to any point on Lake Erie west of Southeast Shoal (includes direct transit of undesignated Lake Erie waters). . . . .	80
(iv) Southeast Shoal (pilots board at the Welland Canal) to any point on the Detroit River (includes direct transit of undesignated Lake Erie waters). . . . .	80
(v) Any point on Lake Erie west of Southeast Shoal to any point on the St. Clair River or to Lake Huron Lightship . . . . .	125
(vi) Any point on Lake Erie west of Southeast Shoal to any point on the Detroit River . . . . .	80
(vii) Any point on the Detroit River to any point on the St. Clair River or to Lake Huron Lightship . . . . .	80
(viii) Any point on the Detroit River or the St. Clair River to any point on the same river, or from any point on Lake Erie west of Southeast Shoal to any other point on Lake Erie west of Southeast Shoal . . . . .	50

**DISTRICT NO. 3**

(i) Detour Reef Light to Gros Cap Reefs Light . . .	200
(ii) Detour Reef Light to Sault Ste. Marie, Mich., or Sault Ste. Marie, Ontario . . . . .	165
(iii) Harbour movement of vessels within District No. 3, per movement . . . . .	50
(b) When a vessel in transit of a District puts into a port for the purpose of loading or discharging cargo and the pilot remains on board for the convenience of the vessel, an additional charge of	

\$5 per hour, with a maximum of \$50 for each 24-hour period, shall be payable.

(c) The rates or charges for all pilotage services performed by United States or Canadian registered pilots in the undesignated waters, other than the direct transit of Lake Erie covered by the rates as specified in paragraph (a) District No. 2 (ii), (iii), and (iv) above, payable for each 24-hour period or part thereof, shall be \$50 plus reasonable travel expenses of the pilot in returning to the port of origin, if incurred.

(d) When a pilot reports for service and the service is cancelled within one hour of the time of his reporting, a charge of \$25 shall be made and if the service is cancelled after one hour a further charge of \$5 per hour for each hour after the first hour shall be charged, but the aggregate amount of these charges shall not exceed \$50 for any one 24-hour period.

(e) No rate or charge shall be applied against any vessel, owner or master thereof for services rendered by a registered pilot which differs from the rates and charges set forth in this memorandum. Also, no rate or charge shall be made for any service performed by a registered pilot for which a rate or charge is not set forth in this memorandum, without the approval of the Secretary or the Minister, as the case may be.

#### Reporting of Violations

5. (a) The Secretary will advise the Minister when it is brought to his notice that any Canadian registered pilot or pilotage pool has violated any United States pilotage regulation in United States waters.

(b) The Minister will advise the Secretary when it is brought to his notice that any United States registered pilot or pilotage pool has violated any Canadian pilotage regulation in Canadian waters.

/s/ LUTHER H. HODGES  
*Secretary of Commerce of the  
United States of America*

WASHINGTON, D.C. Date April 28, 1961

/s/ LEON BALCER  
*Minister of Transport of Canada.*  
OTTAWA, Date May 1, 1961

*The Canadian Ambassador to the Secretary of State*

CANADIAN EMBASSY  
AMBASSADE DU CANADA

No. 307

WASHINGTON, D.C., May 5, 1961.

SIR:

I have the honour to refer to your note of May 5, 1961 proposing certain arrangements to govern the coordination of pilotage services on the Great Lakes and the St. Lawrence River as far east as St. Regis.

The terms and conditions set forth in your note and in the Memorandum of Arrangements attached thereto are acceptable to the Government of Canada which concurs in the proposal that your note and this reply shall constitute an agreement between the Governments of Canada and of the United States of America to be effective from May 1, 1961.

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

A. D. P. HEENEY.

DEAN RUSK, Esq.,  
*Secretary of State*  
*of the United States,*  
*Washington, D.C.*

# FINLAND

## Surplus Agricultural Commodities: Closing of Accounts in Connection with Certain Agreements and Payment of Necessary Adjustment Refunds

*Agreement effected by exchange of notes  
Signed at Helsinki June 16, 1961;  
Entered into force June 16, 1961.*

*The American Ambassador to the Finnish Minister in the Ministry for Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
June 16, 1961

No. 167

### EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of Finland signed on May 6, 1955, as amended by an exchange of notes dated January 12, 1956, as supplemented by an agreement signed on March 26, 1956, as supplemented by an agreement signed on April 26, 1956, and as supplemented by an agreement signed on October 24, 1956; [¹] to the Agricultural Commodities Agreement between our two Governments signed on May 10, 1957; [²] and to the Agricultural Commodities Agreement between our two Governments signed on February 21, 1958. [³]

Article I of the Agreement of May 6, 1955, as supplemented, provided that the Government of the United States of America would finance sales for Finnmarks of surplus agricultural commodities with a total value of up to \$23,940,000, including estimated ocean transportation costs to be financed by the Government of the United States of America. While actual disbursements by the Government of the United States of America were \$22,153,440.08, disbursements for which deposits of Finnmarks were required totaled \$22,051,632.40, the difference representing excess costs resulting from the requirement that

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<sup>¹</sup> TIAS 3248, 3488, 3533, 3568, 3673; 6 UST 1103; 7 UST 154, 513, 875. 2925.

<sup>²</sup> TIAS 3826; 8 UST 715.

<sup>³</sup> TIAS 3996; 9 UST 230.

United States flag vessels be used. It has been determined that deposits of 5,071,875,440 Finnmarks pursuant to Article III of the Agreement are equal to the value for which deposits were required and that such deposits have been made to the account of the Government of the United States of America. As Your Excellency's Government has already been informed by the United States Department of Agriculture, no further disbursements will be made by the Government of the United States of America pursuant to this Agreement and dollar funds not disbursed are not available for financing any additional purchases under this Agreement.

Article I of the Agreement of May 10, 1957, provided that the Government of the United States of America would finance sales for Finnmarks of surplus agricultural commodities with a total value of up to \$3,655,000, including estimated ocean transportation costs to be financed by the Government of the United States of America. While actual disbursements by the Government of the United States of America were \$3,599,400.24, disbursements for which deposits of Finnmarks were required totaled \$3,573,810.20, the difference representing excess costs resulting from the requirement that United States flag vessels be used. It has been determined that deposits of 933,694,146 Finnmarks pursuant to Article III of the Agreement are equal to the value for which deposits were required and that such deposits have been made to the account of the Government of the United States of America. As Your Excellency's Government has already been informed by the United States Department of Agriculture, no further disbursements will be made by the Government of the United States of America pursuant to this Agreement and dollar funds not disbursed are not available for financing any additional purchase under this Agreement.

Article I of the Agreement of February 21, 1958, provided that the Government of the United States of America would finance sales for Finnmarks of surplus agricultural commodities with a total value of up to \$9,020,000, including estimated ocean transportation costs to be financed by the Government of the United States of America. While actual disbursements by the Government of the United States of America were \$7,797,549.56, disbursements for which deposits of Finnmarks were required totaled \$7,663,420.04, the difference representing excess costs resulting from the requirement that United States flag vessels be used. It has been determined that deposits of 2,459,579,621 Finnmarks pursuant to Article III of the Agreement are equal to the value for which deposits were required and that such deposits have been made to the account of the Government of the United States of America. As Your Excellency's Government has already been informed by the United States Department of Agriculture, no further disbursements will be made by the Government of the United States of America pursuant to this Agreement and dollar funds not disbursed are not available for financing any additional purchases under this Agreement.

To facilitate the closing out of the accounts in connection with the above-mentioned Agreements and at the same time to make provision for the payment of any necessary adjustment refunds, I have the honor to propose that any refunds of Finnmarks which may be due or may become due under these Agreements will be made by the Government of the United States of America from funds available from the most recent Agricultural Commodities Agreement between our two Governments under Title I of the Agricultural Trade Development and Assistance Act, [¹] as amended, in effect at the time of the refund.

Accordingly, I have the honor to propose that this note and Your Excellency's reply concurring herein shall constitute an Agreement between our two Governments to enter into force upon the date of Your Excellency's note in reply.

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

BERNARD GUFLER

His Excellency,  
AHTI KARJALAINEN,  
*Minister in the Ministry for Foreign Affairs,*  
*Helsinki.*

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*The Finnish Minister in the Ministry for Foreign Affairs to the  
American Ambassador*

MINISTÈRE DES AFFAIRES ÉTRANGÈRES  
DE FINLANDE

No 34884

EXCELLENCY,

I have the honour to acknowledge the receipt of your Excellency's note N° 167, which reads as follows:

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of Finland signed on May 6, 1955, as amended by an exchange of notes dated January 12, 1956, as supplemented by an agreement signed on March 26, 1956, as supplemented by an agreement signed on April 26, 1956, and as supplemented by an agreement signed on October 24, 1956; to the Agricultural Commodities Agreement between our two Governments signed on May 10, 1957; and to the Agricultural Commodities Agreement between our two Governments signed on February 21, 1958.

Article I of the Agreement of May 6, 1955, as supplemented, provided that the Government of the United States of America would

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<sup>1</sup> 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

finance sales for Finnmarks of surplus agricultural commodities with a total value of up to \$28,940,000, including estimated ocean transportation costs to be financed by the Government of the United States of America. While actual disbursements by the Government of the United States of America were \$22,153,440.08, disbursements for which deposits of Finnmarks were required totaled \$22,051,632.40, the difference representing excess costs resulting from the requirement that United States flag vessels be used. It has been determined that deposits of 5,071,875,440 Finnmarks pursuant to Article III of the Agreement are equal to the value for which deposits were required and that such deposits have been made to the account of the Government of the United States of America. As Your Excellency's Government has already been informed by the United States Department of Agriculture, no further disbursements will be made by the Government of the United States of America pursuant to this Agreement and dollar funds not disbursed are not available for financing any additional purchases under this Agreement.

Article I of the Agreement of May 10, 1957, provided that the Government of the United States of America would finance sales for Finnmarks of surplus agricultural commodities with a total value of up to \$3,655,000, including estimated ocean transportation costs to be financed by the Government of the United States of America. While actual disbursements by the Government of the United States of America were \$3,599,400.24, disbursements for which deposits of Finnmarks were required totaled \$3,573,810.20, the difference representing excess costs resulting from the requirement that United States flag vessels be used. It has been determined that deposits of 933,694,146 Finnmarks pursuant to Article III of the Agreement are equal to the value for which deposits were required and that such deposits have been made to the account of the Government of the United States of America. As Your Excellency's Government has already been informed by the United States Department of Agriculture, no further disbursements will be made by the Government of the United States of America pursuant to this Agreement and dollar funds not disbursed are not available for financing any additional purchase unde this Agreement.

Article I of the Agreement of February 21, 1958, provided that the Government of the United States of America would finance sales for Finnmarks of surplus agricultural commodities with a total value of up to \$9,020,000, including estimated ocean transportation costs to be financed by the Government of the United States of America. While actual disbursements by the Government of the United States of America were \$7,797,549.56, disbursements for which deposits of Finnmarks were required totaled \$7,663,420.04, the difference representing excess costs resulting from the requirement that United States flag vessels be used. It has been determined that deposits of 2,459,579,621 Finnmarks pursuant to Article III of the Agreement are equal to the

value for which deposits were required and that such deposits have been made to the account of the Government of the United States of America. As Your Excellency's Government has already been informed by the United States Department of Agriculture, no further disbursements will be made by the Government of the United States of America pursuant to this Agreement and dollar funds not disbursed are not available for financing any additional purchases under this Agreement.

To facilitate the closing out of the accounts in connection with the above-mentioned Agreements and at the same time to make provision for the payment of any necessary adjustment refunds, I have the Honor to propose that any refunds of Finnmarks which may be due or may become due under these Agreements will be made by the Government of the United States of America from funds available from the most recent Agricultural Commodities Agreement between our two Governments under Title I of the Agricultural Trade Development and Assistance Act, as amended, in effect at the time of the refund.

Accordingly, I have the honor to propose that this note and Your Excellency's reply concurring herein shall constitute an Agreement between our two Governments to enter into force upon the date of Your Excellency's note in reply.

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

I have the honour to inform Your Excellency that the Government of Finland is agreeable to the proposition set forth in the note referred to above, which jointly with this reply shall constitute an Agreement to this effect between our two Governments, entering into force on the date of the receipt [<sup>1</sup>] of this note.

Accept, Excellency, the assurance of my highest consideration.

HELSINKI, June 16, 1961

AHTI KARJALAINEN.

Ahti Karjalainen

[SEAL]

His Excellency  
BERNARD GUFLER,  
*The Ambassador of the  
United States of America,  
Helsinki.*

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<sup>1</sup> June 16, 1961.

# MALAGASY REPUBLIC

## Economic, Technical and Related Assistance

*Agreement effected by exchange of notes*

*Signed at Tananarive June 22, 1961;*

*Entered into force June 22, 1961.*

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*The American Ambassador to the Malagasy Minister of Foreign Affairs*

No. 194

TANANARIVE, June 22, 1961.

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two Governments and to advise you that the Government of the United States of America will be prepared to furnish to the Government of the Malagasy Republic economic, technical and related assistance in accordance with the understandings set forth below:

1. The Government of the United States of America will furnish such economic, technical and related assistance hereunder as may be requested by designated representatives of the Government of the Malagasy Republic and approved by representatives designated by the Government of the United States of America to administer its responsibilities hereunder or by other representatives designated by the Government of the United States of America. The furnishing of such assistance shall be subject to applicable United States laws and regulations. It shall be made available in accordance with arrangements agreed upon between appropriate representatives of the two Governments.

2. The Government of the Malagasy Republic will make the full contribution permitted by its manpower, resources, facilities and general economic condition in furtherance of the purposes for which assistance is made available hereunder; will take appropriate steps to assure the effective use of such assistance; will cooperate with the Government of the United States of America to assure that procurement will be at reasonable prices and on reasonable terms; will, without restriction, permit continuous observation and review by United States representatives of programs and operations hereunder, and records pertaining thereto, in cooperation with the agency designated for this purpose by the Government of the Malagasy Republic; will provide the Government of the United States of America with full and complete information concerning such programs and opera-

tions and other relevant information which the Government of the United States of America may need to determine the nature and scope of operations and to evaluate the effectiveness of the assistance furnished or contemplated; and will give to the people of Madagascar full publicity concerning programs and operations hereunder. With respect to cooperative technical assistance programs hereunder, the Government of the Malagasy Republic will also bear a fair share of the costs thereof; will, to the maximum extent possible, seek full coordination and integration of technical cooperation programs being carried on in Madagascar; and will cooperate with other nations participating in such programs in the mutual exchange of technical knowledge and skills used or acquired in connection with such programs.

3. In any case where commodities are furnished on a grant basis under arrangements which will result in the accrual of proceeds to the Government of the Malagasy Republic, from the import or sale of such commodities, the Government of the Malagasy Republic, except as may otherwise be mutually agreed upon by the representatives of the two Governments, will establish in its own name a Special Account in the Institut Malgache d'Emission; will deposit promptly in such Special Account the amount of local currency equivalent to such proceeds; and, upon notification from time to time by the Government of the United States of America of its local currency requirements relating to the furnishing of assistance hereunder, will make available to the Government of the United States of America, in the manner requested by that Government, out of any balances in the Special Account, such sums as are stated in such notifications to be necessary for such requirements. The Government of the Malagasy Republic may draw upon any remaining balances in the Special Account for such purposes beneficial to Madagascar as may be agreed upon by the representatives of the two Governments. Any unencumbered balances of funds which remain in the Special Account upon termination of assistance hereunder to the Government of the Malagasy Republic shall be disposed of for such purposes as may be agreed upon by the representatives of the two Governments, subject to approval by the Act or joint resolution of the Congress of the United States of America.

4. The Government of the Malagasy Republic will receive a special mission and its personnel, which will discharge the responsibilities of the Government of the United States of America hereunder; upon appropriate notification by the Government of the United States of America, will consider this special mission and its personnel as part of the diplomatic mission of the United States of America in Madagascar for the purpose of enjoying the privileges and immunities accorded to that diplomatic mission and its personnel of comparable rank; and will give full cooperation to the special mission, and its personnel, including the furnishing of facilities necessary for the purpose of carrying out the provisions hereof.

5. In order to assure the maximum benefits to the people of Madagascar from the assistance to be furnished hereunder:

(a) Any supplies, materials, equipment or funds introduced into or acquired in Madagascar by the Government of the United States of America, or any contractor financed by that Government, for the purposes of any program or project conducted hereunder shall, while such supplies, materials, equipment or funds are used in connection with such program or project, be exempt from any taxes on ownership or use of property, and any other taxes. The import, export, use, purchase or disposition of any such supplies, materials, equipment or funds in connection with such a program or project shall be exempt from any tariffs, customs duties, import and export taxes, taxes on purchase or disposition of property, and any other taxes or similar charges in Madagascar. Investment or deposit requirements and currency controls in Madagascar shall not be applied to such supplies, materials, equipment or funds. Upon completion of any program or project hereunder, the regulations in force in Madagascar with regard to duties, fees, taxes and foreign exchange shall be applicable to any supplies, materials, equipment or funds remaining disposable and not re-exported.

(b) All personnel, except citizens and permanent residents of Madagascar, whether employees of the Government of the United States of America or its agencies or individuals under contract with, or employees of public or private organizations under contract with the Government of the United States of America or any of its agencies, or with the Government of the Malagasy Republic or any of its agencies, who are present in Madagascar to perform work in connection herewith and whose entrance into the country has been approved by the Government of the Malagasy Republic, shall be exempt from income and social security taxes levied under the laws of Madagascar with respect to income upon which they are obligated to pay income or social security taxes to any other Government.

All non-consumable movable property imported by such personnel and members of their families for their own use shall be exempt from the payment of fiscal taxes and customs duties and from all other duties and taxes in force in Madagascar, on condition that such property be re-exported upon completion of the duties of the owner of such property in connection with the carrying out of the programs or projects of assistance hereunder.

(c) Funds introduced into Madagascar for purposes of furnishing assistance hereunder shall be convertible into currency of Madagascar at the rate providing the largest number of units of such currency per United States dollar, which, at the time the conversion is made, is not unlawful in Madagascar.

6. The Government of the United States of America and the Government of the Malagasy Republic will establish procedures whereby the Government of the Malagasy Republic will so deposit, segregate, or assure title to all funds allocated to or derived from any program

of assistance undertaken hereunder by the Government of the United States of America that such funds shall not be subject to garnishment, attachment, seizure or other legal process by any person, firm, agency, corporation, organization or government when the Government of the Malagasy Republic is advised by the Government of the United States of America that such legal process would interfere with the attainment of the objectives of the program of assistance hereunder.

7. All or any part of the program of assistance provided herein may, except as may otherwise be provided in arrangements agreed upon pursuant to paragraph 1 hereof, be terminated by either Government if that Government determines that because of changed conditions the continuation of such assistance is unnecessary or undesirable. The termination of such assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered.

I have the honor to propose that, if these understandings are acceptable to the Government of the Malagasy Republic, the present note and Your Excellency's reply note concurring therein shall constitute an Agreement between our two Governments which shall enter into force on the date of your reply and which shall remain in force until thirty days after the receipt by either Government of written notification of the intention of the other to terminate it; it being understood, however, that in the event of such termination the provisions hereof shall remain in full force and effect with respect to assistance theretofore furnished.

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

FREDERIC P. BARTLETT

His Excellency

ALBERT SYLLA,

*Minister of Foreign Affairs,  
Tananarive.*

*The President of the Malagasy Republic to the American Ambassador*

RÉPUBLIQUE MALGACHE  
Fahafahana — Tanindrazana  
Fandrosoana

COMMUNAUTÉ  
Liberté - Égalité - Fraternité

PRÉSIDENCE DE LA RÉPUBLIQUE

N° 1340 -AE/DRE

TANANARIVE, le 22 Juin 1961

LE PRÉSIDENT DE LA RÉPUBLIQUE MALGACHE,  
CHEF DU GOUVERNEMENT,

EXCELLENCE,

J'ai l'honneur d'accuser réception de votre lettre datée du 22 Juin 1961 ainsi conçue:

"Excellence,

J'ai l'honneur de me référer aux entretiens qui ont eu lieu récemment entre les Représentants de nos deux Gouvernements et de vous faire savoir que le Gouvernement des Etats-Unis d'Amérique est prêt à fournir son aide au Gouvernement de la République Malgache dans les domaines économique et technique, ainsi que dans les domaines connexes, conformément aux dispositions indiquées ci-après.

1. Le Gouvernement des Etats-Unis fournira, dans les domaines économique et technique, ainsi que dans tous domaines connexes, l'aide qui pourrait lui être demandée par les Représentants désignés du Gouvernement de la République Malgache, et approuvée par les Représentants désignés du Gouvernement des Etats-Unis responsables de l'administration de l'aide des Etats-Unis octroyée en vertu de cet Accord, ou approuvée par tous autres Représentants désignés par le Gouvernement des Etats-Unis. Les lois et règlements en vigueur aux Etats-Unis régissant la fourniture de cette aide seront appliqués. L'aide sera fournie selon les modalités convenues entre les Représentants appropriés des deux Gouvernements.

2. Le Gouvernement de la République Malgache contribuera dans toute la mesure permise par sa main-d'oeuvre, ses ressources, services, installations et par l'état général de son économie, à la réalisation des objectifs motivant la fourniture de ladite aide; prendra toutes les mesures nécessaires pour assurer l'utilisation efficace de l'aide fournie; coopérera avec le Gouvernement des Etats-Unis pour que les achats soient effectués à des prix et à des conditions raisonnables; permettra aux Représentants des Etats-Unis de suivre et d'étudier sans restriction, les programmes et opérations en voie de réalisation en vertu du présent Accord ainsi que toute la documentation s'y rapportant, en liaison avec le Service désigné à cet effet par le Gouvernement de la République Malgache; fournira au Gouvernement des Etats-Unis d'Amérique tous renseignements afférents aux dits programmes et opérations ainsi que tous autres renseignements qui seraient nécessaires pour fixer la forme et la portée des opérations et pour évaluer l'efficacité de l'aide fournie ou envisagée; il donnera en

outre à l'intention du peuple malgache toute publicité aux programmes et opérations exécutés en vertu du présent Accord. En ce qui concerne les programmes d'aide technique effectués sur une base de coopération dans le cadre du présent Accord, le Gouvernement de la République Malgache prendra à sa charge une part équitable des frais encourus du fait de leur exécution; assurera, dans toute la mesure du possible, la pleine coordination et intégration des programmes de cette nature en voie de réalisation à Madagascar; coopérera en outre avec d'autres nations participant à de tels programmes en procédant avec elles à des échanges de connaissances et compétences techniques utilisées ou acquises dans le cadre de tels programmes.

3. Dans tous les cas où des biens seront fournis à titre de dons, en vertu d'arrangements aux termes desquels certaines sommes reviendront au Gouvernement de la République Malgache, du fait de l'importation ou de la vente de ces biens, le Gouvernement de la République Malgache, sauf dispositions contraires établies d'un commun accord entre les Représentants des deux Gouvernements, ouvrira en son nom un Compte Spécial à l'Institut d'Emission Malgache; déposera sans retard à ce compte le montant en monnaie locale équivalant aux sommes mentionnées ci-dessus. Sur notification périodique de la part du Gouvernement des Etats-Unis concernant ses besoins en monnaie locale afférents à la fourniture de l'assistance dans le cadre de cet Accord, il mettra à la disposition de ce Gouvernement, de la manière indiquée par lui, les sommes portées dans les notifications, en les imputant sur tout solde du Compte Spécial. Le Gouvernement de la République Malgache pourra effectuer des prélèvements sur tout solde du Compte Spécial pour la réalisation d'objectifs utiles à Madagascar et sur lesquels les Représentants des deux Gouvernements se mettront d'accord. Tous soldes non engagés et restant inscrits au Compte Spécial à la date où cesserait l'aide au Gouvernement de la République Malgache, prévue par cet Accord, seront utilisés conformément aux dispositions d'un accord convenu entre les Représentants des deux Gouvernements, sous réserve de l'approbation du Congrès des Etats-Unis sous forme d'une loi ou d'une résolution commune.

4. Le Gouvernement de la République Malgache donne son accord à l'établissement d'une Mission Spéciale ainsi qu'à son personnel chargé d'assumer les responsabilités qui incombent au Gouvernement des Etats-Unis conformément au présent Accord; sur notification officielle du Gouvernement des Etats-Unis, il considérera la Mission Spéciale et son personnel comme faisant partie de la Représentation Diplomatique des Etats-Unis à Madagascar et ce, dans le but de les faire bénéficier des priviléges et immunités accordés à cette Représentation Diplomatique et à son personnel de rang équivalent; il coopérera, dans la plus large mesure possible, avec la Mission Spéciale et son personnel, et leur accordera toutes les facilités nécessaires à l'exécution du présent Accord.

5. Dans le but de s'assurer que le peuple malgache bénéficie au maximum de l'aide fournie dans le cadre du présent Accord :

a) — Les matériaux, équipements, fournitures ou fonds introduits ou acquis à Madagascar par le Gouvernement des Etats-Unis ou par tout agent contractuel financé par ce Gouvernement, pour la réalisation de tout programme ou projet entrepris dans le cadre du présent Accord, seront exempts de toutes taxes afférentes à la possession ou à la jouissance de biens ainsi que de toutes autres taxes, aussi longtemps que ces matériaux, équipements, fournitures et fonds seront utilisés pour l'exécution des programmes ou projets en question. L'importation, l'exportation, l'utilisation, l'achat ou la cession de ces matériaux, équipements, fournitures ou fonds effectués dans le cadre des programmes ou projets ci-dessus mentionnés, seront exempts de tous tarifs, droits de douane, taxes à l'importation et à l'exportation, taxes sur l'achat ou la cession de biens, ainsi que de toutes autres taxes ou de tous autres droits similaires en vigueur à Madagascar. Les conditions régissant les investissements et les cautionnements, ainsi que les contrôles monétaires en vigueur à Madagascar ne leur seront pas appliquées. A l'issue de l'exécution de ces programmes et projets, la réglementation en vigueur à Madagascar en matière d'impôts, droits, taxes et changes sera applicable aux matériaux, équipements, fournitures ou fonds restant disponibles et non réexportés.

b) — Tous les membres du personnel, à l'exception des ressortissants de Madagascar et des personnes ayant leur domicile à Madagascar, qu'il s'agisse d'employés du Gouvernement des Etats-Unis d'Amérique ou de ses organismes ou de particuliers ou d'employés d'organisations publiques ou privées ayant un contrat avec le Gouvernement des Etats-Unis d'Amérique ou l'un de ses organismes, avec le Gouvernement de la République Malgache ou l'un de ses organismes, et qui sont à Madagascar afin d'exécuter des travaux dans le cadre du présent Accord et dont l'entrée dans le pays a été approuvée par le Gouvernement de la République Malgache seront exonérés à Madagascar des impôts sur les revenus et de la sécurité sociale, s'ils sont redevables sur ces revenus de tels impôts à tout autre Gouvernement.

Les biens mobiliers divers non consommables importés par ces mêmes personnes pour leur propre usage et ceux de leur famille ne donnent pas lieu à perception des taxes fiscales ou douanières ou de tous autres impôts ou taxes en vigueur à Madagascar, sous la condition que les biens de cette nature soient réexportés à l'issue de l'affection de leur propriétaire à l'exécution des programmes ou projets d'aide prévus par le présent Accord.

c) — Tous fonds introduits à Madagascar aux fins du présent Accord seront convertibles en monnaie nationale au taux qui rendra le plus grand nombre d'unités de monnaie nationale par rapport au dollar des Etats-Unis et qui, à la date de la conversion, ne sera pas illégal à Madagascar.

6. Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Malgache conviendront d'une procédure aux termes de laquelle le Gouvernement de la République Malgache

déposera, mettra de côté ou garantira le titre de tous les fonds affectés ou afférents à tout programme d'aide entrepris en vertu du présent Accord par le Gouvernement des Etats-Unis d'Amérique de telle façon que ces fonds ne puissent faire l'objet de saisie-arrêt, opposition saisie ou autre action judiciaire intentée par toute personne, maison de commerce, agence, société anonyme, organisation ou tout Gouvernement, lorsque le Gouvernement de la République Malgache aura été avisé par le Gouvernement des Etats-Unis d'Amérique que de telles actions en justice porteraient atteinte aux objectifs du programme d'aide prévu dans le présent Accord.

7. L'un ou l'autre Gouvernement peut mettre fin en tout ou en partie au programme d'aide prévu dans le présent Accord, si ce Gouvernement estime, qu'en raison du changement des conditions, il n'est pas nécessaire, ni indiqué, de poursuivre ce programme d'aide, à moins de dispositions contraires arrêtées en vertu de la clause 1. La cessation d'aide prévue ci-dessus peut inclure l'arrêt de livraisons de produits non encore délivrés et prévus dans le présent Accord.

J'ai l'honneur de vous proposer que, si les dispositions qui précédent reçoivent l'agrément du Gouvernement de la République Malgache, la présente note ainsi que votre réponse éventuelle donnant votre accord, constituent entre nos deux Gouvernements un Accord qui sera considéré comme prenant effet à la date de votre réponse, et qui restera en vigueur jusqu'à l'expiration d'un délai de trente jours à compter de la date de la réception par l'un des deux Gouvernements, d'une notification écrite de la part de l'autre, indiquant son intention d'y mettre fin, étant toutefois entendu que dans une telle éventualité, les dispositions du présent Accord resteront en vigueur en ce qui concerne l'aide fournie jusqu'à cette date.

Veuillez agréer, Excellence, les assurances renouvelées de ma très haute considération".

J'ai l'honneur de porter à votre connaissance que le Gouvernement Malgache marque son agrément aux dispositions contenues dans la lettre ci-dessus. Celle-ci constitue, avec la présente réponse, un accord en bonne et due forme entre nos deux Gouvernements, étant entendu que le texte en langue anglaise fait foi en ce qui concerne le Gouvernement des Etats-Unis d'Amérique et le texte en langue française ci-dessus fait foi en ce qui concerne le Gouvernement de la République Malgache.

Je saisis cette occasion, Excellence, pour vous renouveler les assurances de ma très haute considération.

[SEAL]

TSIRANANA.

Son Excellence Monsieur FREDERIC PEARSON BARTLETT  
*Ambassadeur des Etats-Unis d'Amérique*  
— Tananarive —

*Translation*

MALAGASY REPUBLIC  
Fahafahana — Tanindrazana  
Fandrosoana

COMMUNITY  
Liberty-Equality-Fraternity

OFFICE OF THE PRESIDENT  
OF THE REPUBLIC

No. 1340 AE/DRE

TANANARIVE, June 22, 1961

THE PRESIDENT OF THE MALAGASY REPUBLIC,  
HEAD OF GOVERNMENT,

EXCELLENCY:

I have the honor to acknowledge the receipt of your note dated June 22, 1961, which reads as follows:

[For the English language text of the note, see *ante*, p. 1049.]

I have the honor to inform you that the Malagasy Government agrees to the understandings set forth in the foregoing note. That note and the present reply constitute an agreement in good and due form between our two Governments, it being understood that the English text is authentic so far as the Government of the United States of America is concerned, and the French text authentic so far as the Government of the Malagasy Republic is concerned.

I avail myself of this occasion, Excellency, to renew to you the assurances of my very high consideration.

[SEAL]

TSIRANANA.

His Excellency

FREDERIC PEARSON BARTLETT,  
*Ambassador of the United States of America,  
Tananarive.*

# UNITED KINGDOM

## Missile Defense Alarm System (MIDAS) Station

*Agreement effected by exchange of notes  
Signed at London July 18, 1961;  
Entered into force July 18, 1961.*

*The American Ambassador to the British Secretary of State for  
Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

LONDON

No : 16

*July 18, 1961*

SIR:

I have the honor to refer to discussions which have taken place between representatives of the Government of the United Kingdom of Great Britain and Northern Ireland and of the Government of the United States of America on the subject of co-operation between the two Governments in setting up and operating a Missile Defense Alarm System (MIDAS) ground read-out station at Royal Air Force Station, Kirkbride, Cumberland.

I also have the honor to record that in support of the purposes of the North Atlantic Treaty<sup>[1]</sup> and of the obligations of the Parties thereto, the representatives of the two Governments have agreed to the terms set out in the memorandum attached hereto regarding the proposed co-operation in setting up and operating the MIDAS ground read-out station.

Accordingly, I have the honor to propose that this Note and your reply to that effect shall be regarded as constituting an Agreement between the two Governments in the terms set out in the annexed memorandum and that such Agreement shall have effect from the date of your reply.

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<sup>[1]</sup> TIAS 1964; 63 Stat., pt. 2, p. 2241.

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

DAVID K. E. BRUCE

Enclosure:  
Memorandum.

The Right Honorable  
**THE EARL OF HOME,**  
*Secretary of State for Foreign Affairs,  
Foreign Office, S.W.1.*

MEMORANDUM

In order to improve the United States and United Kingdom missile detection systems, the Government of the United States and the Government of the United Kingdom shall co-operate in setting up at Royal Air Force Station, Kirkbride, Cumberland, a ground read-out station of the Missile Defence Alarm System (MIDAS), which is now under development by the United States.

2. (a) During the installation phase the station shall be jointly manned and operated under arrangements to be agreed by the Royal Air Force and the United States Air Force.

(b) The station shall be declared operational on a mutually agreed date. The Royal Air Force shall command the station when it becomes operational, and the technical facilities shall be operated by the Royal Air Force in accordance with a joint plan to be agreed by the Royal Air Force and the United States Air Force.

3. The Government of the United States shall, at their expense, make available for the station:-

- (a) all special equipment for MIDAS;
- (b) subject to paragraph 5 below, spare parts for the above equipment in amounts and kinds appropriate to the first five years of operation.

Responsibility for the cost of the subsequent provision of spare parts for the above equipment shall be the subject of further agreement between the Government of the United States and the Government of the United Kingdom.

4. The Government of the United States shall, at their expense, be responsible for installing the special equipment for MIDAS and preparing it for operation.

5. The Government of the United States shall meet the expense of :-

- (a) constructing or providing at Royal Air Force Station, Kirkbride, new buildings, utilities and other fixed installations to meet the technical requirements of MIDAS;
- (b) rehabilitating or adapting existing buildings, utilities and fixed installations needed for the same purpose.

The Government of the United Kingdom shall reimburse the Government of the United States in sterling, within an agreed limit, for the cost of these works services, against deliveries of spare parts as provided for in paragraph 3(b) above.

6. The Government of the United Kingdom shall, at their expense, make available for the station :-

- (a) all land, sites, and existing buildings, utilities, including power plant, and other fixed installations at Royal Air Force Station, Kirkbride, needed to meet the technical requirements of MIDAS;
- (b) all supporting facilities and equipment except as provided in paragraph 3 above;
- (c) domestic accommodation, including necessary equipment, utilities and services for the United Kingdom and United States personnel concerned, to Royal Air Force scales and standards;
- (d) support services.

7. The Government of the United Kingdom shall, at their expense, be responsible for providing communications facilities, including terminal facilities, and services needed :-

- (a) for use within the station, other than communications systems that are part of the equipment supplied under paragraph 3(a);
- (b) to connect the station with commercial communications circuits;
- (c) to provide links between the station and United Kingdom authorities.

The Government of the United States shall, at their expense, be responsible for procuring any further communications services needed for their own purposes.

8. Except as otherwise provided in this Agreement, the cost of operating and maintaining the station and the special equipment shall be borne by the Government of the United Kingdom after the operational date.

9. Ownership of all movable property furnished by the Government of the United States for use in the station shall remain with the Government of the United States. The Government of the United

States may remove or dispose of this property following the termination of this Agreement.

10. This Agreement shall be subject to revision by agreement between the two Governments and shall, unless previously terminated by agreement between the two Governments, remain in force while the North Atlantic Treaty remains in force.

LONDON,  
July 18, 1961

*The British Secretary of State for Foreign Affairs to the American Ambassador*

FOREIGN OFFICE,  
S.W. 1.  
July 18, 1961.

YOUR EXCELLENCY,

I have the honour to acknowledge receipt of your Note of today's date with reference to discussions which have taken place between representatives of the Government of the United States of America and of the Government of the United Kingdom of Great Britain and Northern Ireland on the subject of co-operation in setting up and operating a Missile Defence Alarm System (MIDAS) ground read-out station at Royal Air Force Station, Kirkbride, Cumberland, which Note reads as follows:-

I have the honor to refer to discussions which have taken place between representatives of the Government of the United Kingdom of Great Britain and Northern Ireland and of the Government of the United States of America on the subject of co-operation between the two Governments in setting up and operating a Missile Defense Alarm System (MIDAS) ground read-out station at Royal Air Force Station, Kirkbride, Cumberland.

I also have the honor to record that in support of the purposes of the North Atlantic Treaty and of the obligations of the Parties thereto, the representatives of the two Governments have agreed to the terms set out in the memorandum attached hereto regarding the proposed co-operation in setting up and operating the MIDAS ground read-out station.

Accordingly, I have the honor to propose that this Note and your reply to that effect shall be regarded as constituting an Agreement between the two Governments in the terms set out in the annexed memorandum and that such Agreement shall have effect from the date of your reply.

I have the honour to inform you that the proposal made in your Note is acceptable to the Government of the United Kingdom and to confirm that your Note, together with this reply, shall constitute an

Agreement between the two Governments in the terms set out in the memorandum annexed to your Note, a copy of which memorandum is enclosed,[<sup>1</sup>] such Agreement to have effect from the date of this Note.

I have the honour to be, with the highest consideration,  
Your Excellency's obedient Servant,

HOME

His Excellency

The Honourable DAVID K. E. BRUCE, C.B.E.,  
*etc., etc., etc.*

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<sup>1</sup> Not printed. For the identical text see *ante*, p. 1059.

# MEXICO

## Transfer of Equipment for Use of National Police Force of Mexico

*Agreement effected by exchange of notes  
Signed at Washington June 26, 1961;  
Entered into force June 26, 1961.*

*The Secretary of State to the Mexican Ambassador*

DEPARTMENT OF STATE  
WASHINGTON  
*June 26, 1961*

EXCELLENCY:

I have the honor to refer to the recent conversation between representatives of our two Governments, as a result of which it has been proposed that the Government of Mexico acquire certain equipment from the United States of America for the exclusive use of its national police force.

The equipment that the Government of Mexico would acquire from the Government of the United States of America, pursuant to the applicable laws and regulations of the United States of America, would be supplied under terms of acquisition to be agreed upon through contractual arrangements between representatives of the two Governments. As already stated, the equipment would be used only in police activities and would not be transferred or turned over by the police authorities to any other agency unless a prior agreement to that effect had been concluded by the two Governments.

In case either Government should furnish to the other information or equipment which is classified as confidential, the receiving Government shall make certain that such equipment or information is kept confidential.

If the foregoing proposal is acceptable to the Government of Mexico, this note and Your Excellency's reply shall constitute an agreement between our two Governments which shall enter into force on the date of your reply.

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

For the Secretary of State:

WYMBERLEY DER COERR

His Excellency  
ANTONIO CARRILLO FLORES,  
*Ambassador of Mexico.*

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*The Mexican Ambassador to the Secretary of State*

EMBAJADA DE MEXICO

2183

WASHINGTON, D.C.,  
*26 de junio de 1961.*

SEÑOR SECRETARIO:

Doy respuesta a la atenta nota de Vuestra Excelencia fechada hoy, y me complazco en manifestarle que mi Gobierno está completamente de acuerdo con los términos de la misma, por lo que el equipo que para uso exclusivo de su policía nacional adquiera del Gobierno de los Estados Unidos de América, de acuerdo con las leyes y reglamentos respectivos del mismo, será suministrado bajo los términos de adquisición en que se convenga mediante arreglos contractuales entre representantes de ambos Gobiernos; debiendo ser usado dicho equipo únicamente en actividades de policía y no debiendo ser traspasado ni entregado por las autoridades policíacas a cualquier otro organismo, a menos que para el efecto se llegare previamente a un acuerdo. Asimismo, queda convenido que si uno de los dos Gobiernos proporcionare al otro equipo o información cuya clasificación sea confidencial, el que la recibiese velaría por su conservación con tal carácter de confidencial.

Al manifestar a Vuestra Excelencia que la nota que contesto y mi presente respuesta constituyen un acuerdo entre ambos Gobiernos, el que entra en vigor a partir de hoy, me complazco en reiterarle las seguridades de mi consideración más alta y distinguida.

ANTONIO CARRILLO  
*Embajador.*

Excelentísimo señor DEAN RUSK

*Secretario de Estado*  
*Washington, D.C.*

*Translation*

EMBASSY OF MEXICO

2183

WASHINGTON, D.C.  
*June 26, 1961***MR. SECRETARY:**

In reply to Your Excellency's note of this date, I am happy to inform you that my Government fully agrees to the terms thereof, according to which the equipment that it acquires from the Government of the United States of America for the exclusive use of its national police, pursuant to the applicable laws and regulations of that Government, will be supplied under terms of acquisition to be agreed upon through contractual arrangements between representatives of the two Governments; and the aforesaid equipment is to be used only in police activities and is not to be transferred or turned over by the police authorities to any other agency unless a prior agreement to that effect is reached. Likewise, it is agreed that in case either Government furnishes to the other information or equipment classified as confidential, the receiving Government will make certain that it is kept confidential.

In stating to Your Excellency that the note to which I am replying and my present reply shall constitute an agreement between the two Governments which shall enter into force today, I take pleasure in renewing to you the assurances of my highest and most distinguished consideration.

ANTONIO CARRILLO  
*Ambassador*

His Excellency

DEAN RUSK,

*Secretary of State,  
Washington, D.C.*

# GHANA

## Peace Corps Program

*Agreement effected by exchange of notes  
Signed at Accra July 19, 1961;  
Entered into force July 19, 1961.*

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*The American Ambassador to the Ghanaian Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 5

*July 19, 1961*

**EXCELLENCY:**

I have the honor to refer to recent conversations between representatives of our two Governments and to advise you that the Government of the United States of America will be prepared, at the request of the Government of Ghana, to arrange for the assignment to Ghana of technically and professionally trained men and women of the United States of America who volunteer to serve in the Peace Corps. These Peace Corps volunteers will live and work for periods of time in Ghana for the purpose of assisting the Government and people of your country in the economic and social development of Ghana.

I have the honor to propose that the establishment and operation of a Peace Corps program in Ghana shall be in accordance with the understandings set forth below:

1. Peace Corps volunteers while in Ghana shall be solely responsible in regard to their substantive work to the Government of Ghana, and in this regard take their instructions from the Ministers or other duly-designated Ghanaian authorities. Peace Corps volunteers shall accept and carry out operational and executive duties and not serve or be regarded as advisers. The Government of the United States of America shall be responsible for the medical care of volunteers, their logistical support not provided by the Government of Ghana, and their morale and discipline in other than their substantive work.

2. The Government of Ghana shall have the right to request the recall of any volunteer whose job performance or conduct is unsatisfactory, and in such event, the Government of the United States of America shall arrange for the return of the volunteer to the United

States. The Government of the United States of America shall have the right to request the recall of any volunteers, and in such event, the Government of Ghana shall not withhold its consent to such action. In any case of recall, the Peace Corps will make every effort to obtain a replacement for the recalled volunteer if the Government of Ghana so requests.

3. Except as otherwise stated herein, Peace Corps volunteers while in Ghana shall be subject to the laws of the Government of Ghana and shall have no diplomatic privileges and immunities. Volunteers shall, however, always have the right of access to the Embassy of the United States of America.

4. The Government of Ghana and the Government of the United States of America shall each bear a fair share of the costs of maintaining and accommodating Peace Corps volunteers while in Ghana.

5. Equipment, materials and supplies which may be furnished or financed by the Government of the United States of America for use in connection with Peace Corps projects in Ghana shall be exempted by the Government of Ghana from any taxes, duties, fees and other charges. The Government of the United States of America may transfer title to any of such equipment, materials and supplies to the Government of Ghana.

6. Peace Corps volunteers while in Ghana shall be exempted by the Government of Ghana from personal and income taxes relating to all income derived from their work as volunteers and from sources outside Ghana. Such persons shall be allowed duty-free entry of personal items brought or arriving at the beginning of their tour.

7. The Government of Ghana and the Government of the United States of America shall mutually inform, consult and cooperate with each other with respect to all matters concerning the volunteers and the Peace Corps program.

8. The Government of Ghana agrees to receive a representative and necessary staff designated by the Government of the United States of America and approved by the Government of Ghana for the purpose of assuring the discharge of the responsibilities of the Government of the United States of America in respect to the Peace Corps program and Peace Corps volunteers in Ghana. The Government of Ghana will exempt the Peace Corps representative and staff from income tax as to all income derived from their Peace Corps work and from sources outside Ghana, from social security taxes and from all other taxes, charges and fees except (a) sales taxes or other charges or fees included in the prices of goods or services, or (b) license fees; and will accord the Peace Corps representative and staff the same treatment with respect to the payment of customs, import, export and all other duties, fees and charges on personal property, equipment and supplies imported into Ghana for their own use as is accorded personnel of comparable rank or grade of the Embassy of the United States of America.

9. Appropriate representatives of the Government of the United States of America and the Government of Ghana may conclude from time to time such further arrangements and subsidiary agreements with respect to specific Peace Corps projects and Peace Corps volunteers in Ghana as appear necessary or desirable.

10. All or any part of the Peace Corps program provided herein may, except as may otherwise be provided in arrangements agreed upon or agreements reached pursuant to paragraph nine, be terminated by either Government if that Government determines that because of changed conditions the continuation of such a program, or some part of it, is unnecessary or undesirable.

Finally, I have the honor to propose that, if these understandings are acceptable to the Government of Ghana, this note and your Excellency's reply note concurring herein shall constitute an agreement between our two Governments which shall enter into force on the date of your Excellency's reply note and which shall remain in force until ninety days after the date of written notification from either Government to the other of intention to terminate it.

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

FRANCIS H. RUSSELL

His Excellency

MINISTER OF FOREIGN AFFAIRS FOR THE  
REPUBLIC OF GHANA,  
Accra

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*The Ghanaian Minister of Foreign Affairs to the American Ambassador*

GHANA  
MINISTER OF FOREIGN AFFAIRS

TA/US/1.

The Minister of Foreign Affairs presents his compliments to the Ambassador of the United States of America in Ghana and has the honour to refer to the Ambassador's Note No. 5 of 19th July, 1961 on the operations of the United States Peace Corps in Ghana.

The Minister of Foreign Affairs, on behalf of the Government of Ghana, accepts the operations of the Peace Corps in Ghana in accordance with the agreements set below:

1. Peace Corps volunteers while in Ghana shall be solely responsible in regard to their substantive work to the Government of Ghana, and in this regard take their instructions from the Ministers or other duly-designated Ghanaian authorities. Peace Corps volunteers shall accept and carry out operational and executive duties and not serve or

be regarded as advisers. The Government of the United States of America shall be responsible for the medical care of volunteers, their logistical support not provided by the Government of Ghana, and their morale and discipline in other than their substantive work.

2. The Government of Ghana shall have the right to request the recall of any volunteer whose job performance or conduct is unsatisfactory, and in such event, the Government of the United States of America shall arrange for the return of the volunteer to the United States. The Government of the United States of America shall have the right to request the recall of any volunteers, and in such event, the Government of Ghana shall not withhold its consent to such action. In any case of recall, the Peace Corps will make every effort to obtain a replacement for the recalled volunteer if the Government of Ghana so requests.

3. Except as otherwise stated herein, Peace Corps volunteers while in Ghana shall be subject to the laws of the Government of Ghana and shall have no diplomatic privileges and immunities. Volunteers shall, however, always have the right of access to the Embassy of the United States of America.

4. The Government of Ghana and the Government of the United States of America shall each bear a fair share of the costs of maintaining and accommodating Peace Corps volunteers while in Ghana.

5. Equipment, materials and supplies which may be furnished or financed by the Government of the United States of America for use in connection with Peace Corps projects in Ghana shall be exempted by the Government of Ghana from any taxes, duties, fees and other charges. The Government of the United States of America may transfer title to any of such equipment, materials and supplies to the Government of Ghana.

6. Peace Corps volunteers while in Ghana shall be exempted by the Government of Ghana from personal and income taxes relating to all income derived from their work as volunteers and from sources outside Ghana. Such persons shall be allowed duty-free entry of personal items brought or arriving at the beginning of their tour.

7. The Government of Ghana and the Government of the United States of America shall mutually inform, consult and cooperate with each other with respect to all matters concerning the volunteers and the Peace Corps programme.

8. The Government of Ghana agrees to receive a representative and necessary staff designated by the Government of the United States of America and approved by the Government of Ghana for the purpose of assuring the discharge of the responsibilities of the Government of the United States of America in respect to the Peace Corps programme and Peace Corps volunteers in Ghana. The Government of Ghana will exempt the Peace Corps representative and staff from income tax as to all income derived from their Peace Corps work and from sources outside Ghana, from social security taxes and from all

other taxes, charges and fees except (a) sales taxes or other charges or fees included in the prices of goods or services, or (b) license fees; and will accord the Peace Corps representative and staff the same treatment with respect to the payment of customs, import, export and all other duties, fees and charges on personal property, equipment and supplies imported into Ghana for their own use as is accorded personnel of comparable rank or grade of the Embassy of the United States of America.

9. Appropriate representatives of the Government of the United States of America and the Government of Ghana may conclude from time to time such further arrangements and subsidiary agreements with respect to specific Peace Corps projects and Peace Corps volunteers in Ghana as appear necessary or desirable.

10. All or any part of the Peace Corps programme provided herein may, except as may otherwise be provided in arrangements agreed upon or agreements reached pursuant to paragraph nine, be terminated by either Government if that Government determines that because of changed conditions the continuation of such a programme or some part of it, is unnecessary or undesirable.

11. The Peace Corps programme in Ghana may be terminated by either government ninety days after the date of written notification of such intent.

The Minister of Foreign Affairs takes this opportunity to renew to the Ambassador of the United States of America the assurances of his highest esteem.

IMORU EGALA.

ACCRA.

*19th July, 1961.*

# ITALY

## Surplus Agricultural Commodities

*Agreement amending the agreement of October 30, 1956,  
as amended.*

*Effectuated by exchange of notes  
Signed at Rome May 23, 1961;  
Entered into force May 23, 1961.*

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*The American Ambassador to the Italian Minister for Foreign Affairs*

**AMERICAN EMBASSY**

ROME

No. 1110

*May 23, 1961.*

**EXCELLENCY:**

I have the honor to refer to the Agricultural Commodities Agreement entered into by our two Governments on October 30, 1956, as amended,[<sup>1</sup>] pursuant to Title I of the Agricultural Trade Development and Assistance Act, [<sup>2</sup>] as amended, (hereinafter referred to as the Act), and to propose that paragraph 1(a) of Article II of the Agreement be amended so as to add to the authorized uses an additional use under subsection (k) of Section 104 of the Act, and that for this purpose, paragraph 1(a) be amended to read: "To help develop new markets for United States agricultural commodities, and for other expenditures by the Government of the United States under subsections (a), (f), (i), and (k) of Section 104 of the Act, the lire equivalent of \$11.5 million;".

All other provisions of the Agreement of October 30, 1956, as amended, remain unchanged.

I have the honor to propose that, if the foregoing is acceptable to Your Excellency's Government, this note together with Your Excellency's affirmative reply shall constitute an Agreement between our two Governments on this matter to enter into force on the date of Your Excellency's note in reply.

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<sup>1</sup> TIAS 3702, 3760, 3762, 3788, 3796, 4167; 7 UST 3219; 8 UST 199, 206, 394, 442; 10 UST 37.

<sup>2</sup> 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

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

G. FREDERICK REINHARDT

His Excellency

ANTONIO SEGNI,

Minister for Foreign Affairs,  
Rome.

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*The Italian Minister for Foreign Affairs to the American Ambassador*

MINISTERO DEGLI AFFARI ESTERI

ROMA, 23 maggio 1961

SIGNOR AMBASCIATORE,

con lettera in data odierna Ella ha voluto comunicarmi quanto segue:

"Ho l'onore di riferirmi all'Accordo sui Prodotti Agricoli concluso dai nostri due Governi il 30 ottobre 1956, nella sua forma emendata, in conformità col Titolo I dell'"Agricultural Trade Development and Assistance Act" e successive modifiche, e di proporre che il paragrafo 1, lettera (a) dell'articolo II dell'Accordo surriferito venga emendato in modo da aggiungere, agli utilizzi già autorizzati, un altro utilizzo in conformità con la Sezione 104 (k) dell'"Agricultural Trade Development and Assistance Act".

A tale scopo, ho l'onore di proporre che il paragrafo 1, lettera (a) dell'articolo II venga modificato come segue:

"a) per agevolare lo sviluppo di nuovi mercati per i prodotti agricoli degli Stati Uniti e per altre spese del Governo degli Stati Uniti, ai sensi della Sezione 104 (a), 104 (f), 104 (i) e 104 (k) dell'"Agricultural Trade Development and Assistance Act", nella misura dell'equivalente in lire di 11,5 milioni di dollari".

Tutte le altre disposizioni dell'Accordo surriferito, nella sua forma emendata, rimangono invariate.

Ho l'onore di proporre che, se il Governo della Repubblica Italiana concorda su quanto precede, la presente nota e la risposta affermativa dell'Eccellenza Vostra costituiranno un Accordo tra i nostri due Governi, in vigore dalla data di tale nota di risposta."

Al riguardo, ho l'onore di informarLa che il Governo della Repubblica Italiana è d'accordo su quanto precede.

Mi è gradita l'occasione per esprimere, Signor Ambasciatore, gli atti della mia più alta considerazione.

SEGNI

A Sua Eccellenza

GEORGE FREDERICK REINHARDT

*Ambasciatore degli Stati Uniti d'America  
Roma*

*Translation*

MINISTRY OF FOREIGN AFFAIRS

ROME, May 23, 1961

MR. AMBASSADOR:

By a note of this date you were good enough to inform me of the following:

[For the English language text of the note, see *ante*, p. 1071.]

In this connection, I have the honor to inform you that the Government of the Italian Republic agrees to the foregoing.

I take pleasure in availing myself of the opportunity to renew to you, Mr. Ambassador, the assurances of my highest consideration.

SEGNI

His Excellency

GEORGE FREDERICK REINHARDT,

*Ambassador of the  
United States of America,  
Rome.*

# PARAGUAY

## Commission for Educational Exchange

*Agreement amending the agreement of April 4, 1957.*

*Effectuated by exchange of notes*

*Signed at Asunción June 5 and 19, 1961;*

*Entered into force June 19, 1961.*

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*The American Chargé d'Affaires ad interim to the Paraguayan  
Minister for Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 540

EXCELLENCY:

I have the honor to refer to the Agreement between the Government of the United States of America and the Government of the Republic of Paraguay dated April 4, 1957, [<sup>1</sup>] to promote further mutual understanding between the peoples of the United States of America and the Republic of Paraguay by means of a wider exchange of knowledge and professional talents through educational activities. I have the honor to refer also to recent conversations between representatives of our two Governments on the same subject and to confirm the understanding reached that the aforementioned Agreement shall be amended as follows:

1. Article III is amended to read as follows:

"All commitments, obligations and expenditures authorized by the Commission shall be made in accordance with an annual budget, to be approved by the Secretary of State of the United States of America, provided however, that in no case shall a total amount of the currency of Paraguay in excess of the equivalent of the statutory limitation of \$1,000,000 be expended under the terms of this Agreement during any single calendar year."

2. Article VIII is amended by deleting the last sentence of the first paragraph and inserting the following:

"In addition to the funds provided in the first paragraph of this Article, the Government of the United States of America and the

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<sup>1</sup> TIAS 3856; 8 UST 946.

Government of Paraguay agree that there may be used for the purposes of this Agreement:

- (a) currency of Paraguay held or available for expenditure by the Government of the United States of America resulting from the conversion of up to 1,111,000 pesos accruing to the Government of the United States of America as a consequence of sales made pursuant to the Agreement of January 13, 1960, [¹] supplementing the Surplus Agricultural Commodities Agreement of February 20, 1959 with the Government of Uruguay; [²] and
- (b) up to an aggregate amount of 30,500,000 guaranies accruing to the Government of the United States of America from the Government of Paraguay as repayment of principal and payment of interest pursuant to the Loan Agreement of March 8, 1957, made between Export-Import Bank of Washington, an agency of the Government of the United States of America, and the Government of Paraguay [³] in accordance with Article II, first paragraph sub-section (b), of the Commodities Agreement. [⁴]

The performance of this Agreement shall be subject to the availability of appropriations to the Secretary of State of the United States of America when required by the laws of the United States for reimbursement to the Treasury of the United States for currency of Paraguay held or available for expenditure by the United States of America."

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Paraguay, the Government of the United States of America will consider that this note and your 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 assurances of my highest consideration.

ALBERT E. CARTER  
*Chargé d'Affaires, ad interim*

EMBASSY OF THE UNITED STATES OF AMERICA,  
Asunción, June 5, 1961

His Excellency  
RAÚL SAPEÑA PASTOR,  
*Minister for Foreign Affairs,*  
*Asunción.*

<sup>1</sup> TIAS 4406; 11 UST 41.

<sup>2</sup> TIAS 4179; 10 UST 161.

<sup>3</sup> Not printed.

<sup>4</sup> Signed May 2, 1956. TIAS 3570; 7 UST 887.

*The Paraguayan Minister for Foreign Affairs to the American  
Chargé d'Affaires ad interim*

D.O.T.A.I. N° 0946.-

ASUNCIÓN, 19 de Junio de 1.961

SEÑOR ENCARGADO DE NEGOCIOS:

Tengo el agrado de dirigirme a Vuestra Señoría con el objeto de acusar recibo de la nota N° 540, de fecha 5 de junio de 1961, cuyo texto en versión española es el siguiente:

“Excelencia:—Tengo el honor de referirme al Acuerdo entre el Gobierno de los Estados Unidos de América y el Gobierno de la República del Paraguay con fecha 4 de Abril de 1957, con el fin de promover una mayor comprensión mútua entre los pueblos de los Estados Unidos de América y la República del Paraguay por medio de un intercambio más amplio de conocimientos y talento profesionales a través de actividades educacionales. Tengo también el honor de referirme a conversaciones que tuvieron lugar recientemente entre los representantes de nuestros dos Gobiernos acerca del mismo tema y de confirmar el entendimiento alcanzado por el cual el Acuerdo mencionado anteriormente será enmendado como sigue:

“1. Enmiéndase el Artículo III como sigue:

“Todos los compromisos, obligaciones y desembolsos autorizados por la Comisión serán hechos de acuerdo a un presupuesto anual, a ser aprobado por el Secretario de Estado de los Estados Unidos de América con tal que, en ningún caso, sea gastado un monto total que en moneda del Paraguay, exceda el equivalente de un millón de dólares establecidos por la ley de los Estados Unidos de América bajo los términos de este Acuerdo y durante un solo año del calendario”.

“2. Enmiéndase el Artículo VIII, eliminando la última frase del primer párrafo de la versión en inglés e insertando lo siguiente:

“Además de los fondos proporcionados en el primer párrafo de este Artículo, el Gobierno de los Estados Unidos de América y el Gobierno del Paraguay acuerdan que se podrá usar para los propósitos de este Acuerdo:

- “(a) moneda del Paraguay reservada o disponible para desembolso por el Gobierno de los Estados Unidos de América como resultado de la conversión de hasta 1.111.000 pesos uruguayos acumulados a favor del Gobierno de los Estados Unidos de América en virtud de las ventas hechas como resultado del Acuerdo del 13 de Enero de 1960, suplementario del Acuerdo sobre Excedentes Agrícolas del 20 de Febrero de 1959 con el Gobierno del Uruguay; y
- “(b) hasta un monto agregado de 30.500.000 Guaraníes acumulados a favor del Gobierno de los Estados Unidos de América por

débito del Gobierno del Paraguay como reembolso del capital y pago del interés correspondiente al Acuerdo de Préstamo del 8 de Marzo de 1957, concluído entre el Banco de Importación y Exportación de Washington, agencia del Gobierno de los Estados Unidos de América, y el Gobierno del Paraguay de acuerdo con la subsección (b) del primer párrafo, del Artículo II, del Acuerdo sobre Excedentes Agrícolas.

"La ejecución del presente Acuerdo estará sujeta a la disponibilidad de medios, por el Secretario de Estado de los Estados Unidos de América, cuando se requiera por las leyes de los Estados Unidos la devolución, al Tesorero de los Estados Unidos de América, de la moneda paraguaya en depósito o disponibles para su desembolso por los Estados Unidos".

"Al recibir una nota de Su Excelencia que indique que las provisiones anteriores son aceptables para el Gobierno del Paraguay, el Gobierno de los Estados Unidos de América considerará que esta nota y su respuesta constituyen un acuerdo entre los dos Gobiernos sobre este asunto, acuerdo que entrará en vigencia en la fecha de su nota de respuesta.

"Acepte, Excelencia, las seguridades de mi más alta consideración."

En respuesta me es grato expresar a Vuestra Señoría que mi Gobierno concuerda con las disposiciones contenidas en vuestra nota precedentemente transcripta y por consiguiente, la misma y la presente nota constituyen un Acuerdo de Enmienda al Acuerdo sobre Financiación de Programas de Intercambio Educacional, suscrito en Asunción el 4 de abril de 1957.

Hago propicia la oportunidad para reiterar a Vuestra Señoría las seguridades de mi consideración más distinguida.

RAÚL SAPENA PASTOR

[SEAL]

A Su Señoría

Don ALBERT C. CARTER,

*Encargado de Negocios a.i. de los*

*Estados Unidos de América.*

*Ciudad.*

*Translation*

D.O.T.A.I. No. 0946.-

ASUNCIÓN, June 19, 1961

**MR. CHARGÉ D'AFFAIRES:**

I take pleasure in acknowledging receipt of note No. 540, dated June 5, 1961, the text of which in Spanish translation reads as follows:

[For the English language text of the note, see *ante*, p. 1074.]

In reply, I am happy to inform you that my Government agrees to the provisions contained in your note transcribed above, and, consequently, that note and this note shall constitute an Agreement amending the Agreement for financing educational exchange programs, signed at Asunción on April 4, 1957.

I avail myself of the opportunity to renew to you the assurances of my most distinguished consideration.

RAÚL SAPENA PASTOR

[SEAL]

**Mr. ALBERT C. CARTER,**

*Chargé d'Affaires ad interim of the  
United States of America,  
City.*

# BRAZIL

## Strategic Materials

*Agreement amending the agreement of January 5, 1961.*

*Effectuated by exchange of notes*

*Signed at Washington July 20 and August 7, 1961;*

*Entered into force August 7, 1961.*

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*The Brazilian Chargé d'Affaires ad interim to the Secretary of State<sup>[1]</sup>*

EMBAIXADA DOS ESTADOS UNIDOS DO BRASIL

203/844.5 (22) (42) Washington, D.C., em 20 de julho de 1961.

SENHOR SECRETÁRIO DE ESTADO,

Com referência à troca de notas efetuada a 5 de janeiro último entre nossos respectivos Governos, no tocante ao resgate da dívida decorrente do Acôrdo de 20 de agosto de 1954, tenho a honra de propôr a eliminação da frase "and no more than 5 percent iron", constante da página 3, parágrafo 1º, da nota de Vossa Excelênciia e da página 3, parágrafo 2º, da nota do Govêrno brasileiro.

2. Se o Govêrno dos Estados Unidos da América estiver de acôrdo com a presente proposta, o Govêrno dos Estados Unidos do Brasil considerará esta nota, e a de Vossa Excelênciia em resposta, como um ajuste entre ambos os Governos no sentido de modificar os têrmos das notas trocadas a 5 de janeiro último, o qual entrará em vigor na data da resposta de Vossa Excelênciia.

Aproveito a oportunidade para apresentar a Vossa Excelênciia os protestos da minha mais alta consideração.

C. A. BERNARDES

Carlos Alfredo Bernardes  
Encarregado de Negócios, a.i.

A Sua Excelênciia o Senhor DEAN RUSK,

*Secretário de Estado dos*

*Estados Unidos da América.*

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<sup>1</sup> The English translation of the note is quoted in the United States note; post, p. 1080.

*The Secretary of State to the Brazilian Chargé d'Affaires ad interim*

DEPARTMENT OF STATE  
WASHINGTON  
August 7, 1961

SIR:

I refer to your note of July 20, 1961 which reads in English translation as follows:

"With reference to the exchange of notes that took place on January 5 last<sup>[1]</sup> between our two Governments regarding payment of the debt arising from the Agreement of August 20, 1954,<sup>[2]</sup> I have the honor to propose the elimination of the phrase 'and no more than 5 percent iron', appearing on page 3, paragraph 1,<sup>[3]</sup> of Your Excellency's note and on page 3, paragraph 2, of the Brazilian Government's note.

"2. If the Government of the United States of America is in agreement with this proposal, the Government of the United States of Brazil will consider this note and Your Excellency's note in reply as an agreement between the two Governments amending the terms of the notes exchanged on January 5 last, which will enter into force on the date of Your Excellency's reply.

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

The Government of the United States of America is agreeable to the proposal contained in your note and considers the exchange of notes of January 5, 1961 to be amended accordingly.

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

For the Secretary of State:

PEYTON KERR

The Honorable

CARLOS ALFREDO BERNARDES,

*Brazilian Chargé d'Affaires ad interim.*

<sup>1</sup> TIAS 4755; *ante*, p. 577.

<sup>2</sup> TIAS 4755; *ante*, p. 574.

<sup>3</sup> The reference is to the third paragraph of the item numbered "(3)" in the U.S. Note. See p. 5 of TIAS 4755; *ante*, p. 578.

# MEXICO

## Mexican Agricultural Workers [<sup>1</sup>]

*Agreement extending and supplementing the agreement of August 11, 1951, as amended and extended.*

*Effectuated by exchange of notes*

*Signed at México June 27, 1961;*

*Entered into force June 27, 1961.*

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*The American Ambassador to the Mexican Minister of Foreign Relations*

Note No. 1424

MEXICO, D.F., June 27, 1961

**EXCELLENCY:**

I have the honor to refer to a recent conversation held between His Excellency José Gorostiza, Undersecretary of Foreign Relations, and myself. In this conversation the Undersecretary indicated that in view of all the circumstances it might be desirable to extend for the rest of this calendar year, without change, the Migrant Labor Agreement [<sup>2</sup>] now in force between our two countries.

The Government of the United States has authorized me to propose to Your Excellency's Government that the present Migrant Labor Agreement, which expires by its own terms June 30, 1961,[<sup>3</sup>] be extended without change through December 31, 1961.

It is understood that the Government of the United States of America and the Government of Mexico are agreed so to interpret Article 22 of the Migrant Labor Agreement that in the case of strikes the transfer of Mexican workers to other agricultural employment, or if this is not possible, the cancellation of the authorization covering them, will take place in the following cases: (a) when the Secretary of Labor finds that more than 50 per cent of the domestic workers engaged in a place of employment are on strike, or (b) when he finds that less than 50 per cent of such domestic agricultural workers are engaged in the strike or are locked out and the Secretary of Labor determines that such strike or lock out has, in a significant respect,

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<sup>1</sup> Also TIAS 4913; *post*, Part 3.

<sup>2</sup> TIAS 2331; 2 UST 1940.

<sup>3</sup> See TIAS 4374; 10 UST 2036, 2049.

affected the operations in which the Mexican workers are employed, or (c) when he finds that the health or security of the Mexican workers are threatened because of the strike, or (d) when he finds that the public interest or safety requires.

The Secretary of Labor shall make the determination and findings referred to in the preceding paragraph, and shall make the final decisions on the transfer or the withdrawal of the workers. This interpretation is made without prejudice to the rights of each one of the Governments in future negotiations.

In view of the interest of the Mexican Government in the issues of strike and health and safety conditions, it is proposed that, for the balance of this calendar year, the two Governments exchange information concerning situations that may arise and, for its part, the Government of the United States undertakes to take fully into account the views and recommendations of the Government of the United Mexican States.

The Government of the United States will consider this note and Your Excellency's reply concurring therein as constituting an agreement between our two Governments.

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

THOMAS C. MANN

His Excellency:

Sr. Don MANUEL TELLO,  
*Minister of Foreign Relations,*  
*Mexico, D.F.*

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*The Mexican Minister of Foreign Relations to the American  
Ambassador*

SECRETARIA DE RELACIONES EXTERIORES  
ESTADOS UNIDOS MEXICANOS  
MEXICO

133046

MÉXICO, D. F., a 27 de junio de 1961.

EXCELENCIA:

Tengo el honor de acusar recibo de su atenta nota número 1424, fechada el día de hoy, en la cual Vuestra Excelencia se sirve manifestarme lo siguiente, que traduzco al idioma español:

“Tengo el honor de referirme a reciente conversación sostenida entre Su Excelencia el señor José Gorostiza, Subsecretario de Relaciones Exteriores, y yo. En esta conversación, el Subsecretario indicó que, en vista de todas las circunstancias concurrentes, podía ser deseable prorrogar por el resto de este año de calendario, sin cambio alguno, el

Acuerdo sobre Trabajadores Agrícolas Migratorios que está vigente en la actualidad entre los dos países".

"El Gobierno de los Estados Unidos de América me ha autorizado para proponer al Gobierno de Vuestra Excelencia que el presente Acuerdo sobre Trabajadores Agrícolas Migratorios, el cual expira, según sus propios términos, el 30 de junio de 1961, sea prorrogado sin ningún cambio hasta el 31 de diciembre de 1961."

"Tengo entendido que tanto el Gobierno de los Estados Unidos de América como el Gobierno de México están conformes en interpretar el Artículo 22 del Acuerdo sobre Trabajadores Agrícolas Migratorios en el sentido de que, en los casos de huelga, el traslado de los trabajadores mexicanos a otro empleo agrícola o bien, si ésto no fuese posible, la cancelación de la autorización que los ampara, se efectuará en los siguientes casos: a) cuando el Secretario del Trabajo encuentre que más del 50 por ciento de los trabajadores domésticos ocupados en un lugar de empleo se hallan en huelga, o b) cuando encuentre que menos del 50 por ciento de dichos trabajadores agrícolas domésticos se hallan en huelga o están sin trabajar por causa de un paro, y el Secretario del Trabajo determina que la huelga o el paro ha afectado significativamente las operaciones en que estén empleados los trabajadores mexicanos, o c) cuando encuentre que la salud o la seguridad de los trabajadores mexicanos están amenazadas por causa de la huelga, o d) cuando encuentra que así lo requiere el interés o la seguridad públicos."

"Corresponde al Secretario del Trabajo hacer la determinación y las comprobaciones a que se refiere el párrafo precedente, así como tomar las decisiones finales sobre el traslado o retiro de los trabajadores. Esta interpretación se hace sin perjuicio de los derechos de cada uno de los dos Gobiernos en futuras negociaciones."

"En vista del interés del Gobierno mexicano en el problema de las huelgas y en las condiciones de salud y seguridad de los trabajadores, se propone que, por el resto del presente año de calendario, los dos Gobiernos intercambien información concerniente a las situaciones que puedan surgir y, por su parte, el Gobierno de los Estados Unidos de América se compromete a tomar ampliamente en consideración los puntos de vista y las recomendaciones del Gobierno de México."

"El Gobierno de los Estados Unidos considerará esta nota y la respuesta de Vuestra Excelencia en que se acepte, como constituyendo un arreglo entre los dos Gobiernos."

En debida respuesta a la atenta nota que acabo de transcribir me es satisfactorio manifestar a Vuestra Excelencia que el Gobierno de México la acepta en todos sus términos.

Reitero a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

MANUEL TELLO.

Excelentísimo Señor THOMAS C. MANN,  
*Embajador de los Estados Unidos de América,*  
*Ciudad.*

*Translation*

MINISTRY OF FOREIGN RELATIONS  
UNITED MEXICAN STATES  
MEXICO

133046

MÉXICO, D.F., June 27, 1961

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's note No. 1424 of this date, in which you inform me of the following, which I am translating into the Spanish language:

[For the English language text of the note, see *ante*, p. 1081.]

In due reply to the note transcribed above, I am happy to inform Your Excellency that the Government of Mexico accepts it in all its terms.

I renew to Your Excellency the assurances of my highest and most distinguished consideration.

MANUEL TELLO.

His Excellency  
THOMAS C. MANN,  
*Ambassador of the*  
*United States of America,*  
*City.*

# THAILAND

## United States Educational Foundation

*Agreement amending the agreement of July 1, 1950, as amended.*

*Effect by exchange of notes*

*Signed at Bangkok July 20 and December 23, 1960;*

*Entered into force December 23, 1960.*

*With related notes*

*Dated at Bangkok October 19, November 16 and 29, and December 1 and 23, 1960.*

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*The American Chargé d'Affaires ad interim to the Thai Acting Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
Bangkok. July 20, 1960.

No. 182

EXCELLENCY:

I have the honor to refer to the Agreement between the United States of America and Thailand dated July 1, 1950, as amended,[<sup>1</sup>] establishing a program of educational exchange between the two countries. It is the desire of the Government of the United States to make available additional currency of Thailand for the purpose of the Agreement of July 1, 1950, as amended. For this reason, I have the honor to suggest that Articles 3 and 8 of the Agreement of July 1, 1950, as amended, be modified as follows:

Add to Article 3 the following sentence:

"In no event may the annual budget exceed the statutory limitation of the equivalent of \$1,000,000 per annum."

Insert after the fourth paragraph of Article 8 the following paragraph:

"In addition to the funds provided for above, currency of Thailand available to the Government of the United States of America as provided for in Section 505(b) of the Mutual Security Act of 1954, [<sup>2</sup>]

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<sup>1</sup> TIAS 2095, 2809, 3277, 3740, 4116, 4414; 1 UST 529; 4 UST 1471; 6 UST 2078; 8 UST 71; 9 UST 1290; 11 UST 94.

<sup>2</sup> 68 Stat. 851; 22 U.S.C. § 1757(b).

as amended, and other currency of Thailand available to the United States of America may be used for the purposes of this Agreement."

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Thailand, the Government of the United States will consider that this note and your reply thereto constitute an agreement between our two Governments on this subject, the agreement to enter into force on the date of your note in reply.

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

LEONARD UNGER  
*Chargé d'Affaires ad interim*

His Excellency  
Nai BUN CHAROENCHAI,  
*Acting Minister of Foreign Affairs,*  
*Bangkok.*

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*The Thai Minister of Foreign Affairs to the American Ambassador*

MINISTRY OF FOREIGN AFFAIRS,  
SARANROM PALACE.  
No. 37337/2503  
23rd December, B.E. 2503. [<sup>1</sup>]

MONSIEUR L'AMBASSADEUR,

I have the honour to refer to the Embassy's Note No. 182, dated July 20, 1960, which reads as follows:

"I have the honor to refer to the Agreement between the United States of America and Thailand dated July 1, 1950, as amended, establishing a program of educational exchange between the two countries. It is the desire of the Government of the United States to make available additional currency of Thailand for the purpose of the Agreement of July 1, 1950, as amended. For this reason, I have the honor to suggest that Articles 3 and 8 of the Agreement of July 1, 1950, as amended, be modified as follows:

"Add to Article 3 the following sentence:

'In no event may the annual budget exceed the statutory limitation of the equivalent of \$1,000,000 per annum.'

"Insert after the fourth paragraph of Article 8 the following paragraph:

'In addition to the funds provided for above, currency of Thailand available to the Government of the United States of America as

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<sup>1</sup> Dec. 23, 1960.

July 20, Dec. 23, 1960  
 Oct. 19, Nov. 16, 29,  
 Dec. 1, 23, 1960

provided for in Section 505(b) of the Mutual Security Act of 1954, as amended, and other currency of Thailand available to the United States of America may be used for the purposes of this Agreement.'

"Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Thailand, the Government of the United States will consider that this note and your reply thereto constitute an agreement between our two Governments on this subject, the agreement to enter into force on the date of your note in reply."

In reply, I wish to inform Your Excellency that the proposed amendments, based on the understanding as assured by Your Excellency in the Embassy's Notes No. 1376, dated November 16, 1960, and No. 1542, dated December 1, 1960, and confirmed by my Note No. 37338/2503, dated December 23, B.E. 2503, are acceptable to His Majesty's Government and that the Agreement as amended will be regarded as entering into force under date of my present Note.

I avail myself of this opportunity, Monsieur l'Ambassadeur, to renew to Your Excellency the assurances of my highest consideration.

TH. KHOMAN  
*Minister of Foreign Affairs.*

His Excellency  
 Monsieur U. ALEXIS JOHNSON,  
*Ambassador Extraordinary and  
 Plenipotentiary of the  
 United States of America,  
 Bangkok*

[RELATED NOTES]

MINISTRY OF FOREIGN AFFAIRS,  
 SARANROM PALACE.  
 No. 30505/2503      19<sup>th</sup> October, B.E. 2503. [1]

MONSIEUR L'AMBASSADEUR,

I have the honour to refer to Mr. Unger's letter dated July 20, 1960, handed to the Acting Minister of Foreign Affairs on July 22, 1960, regarding the proposal of the United States Government to use the repayment proceeds from the ICA Loan 1956 to Thailand for the purpose of the Fulbright Agreement of July 1, 1950, as amended.

In this connection, I wish to inform Your Excellency that in view of the present financial situation of Thailand where development funds

<sup>1</sup> Oct. 19, 1960.

are limited, it has been the desire of the Thai Government, long before the above-mentioned letter was received, to seek the approval of the United States Government to re-loan the re-payment of principal and interest on the ICA Loans of 1956 and 1957 for the purpose of financing further such economic development projects as may be agreed upon.

The interest payments of the Loan 1956 have already begun and the first payment of principal of this Loan was already due in September 1960, while the re-payment of principal of the Loan 1957 will fall due in March 1962.

In the light of the above, and in compliance with the original purpose of the two ICA Loans (1956 and 1957) which were granted to assist in the long-term economic development of Thailand, it would be most desirable if the United States Government could see their way clear to make available the funds required for the said Fulbright Agreement from some other sources rather than from the said re-payment proceeds which the Thai Government would like to re-loan for the above-mentioned purpose.

It would, therefore, be greatly appreciated if Your Excellency would be so kind as to take the matter up with your Government so that a favourable consideration may be given to our request.

I avail myself of this opportunity, Monsieur l'Ambassadeur, to renew to Your Excellency the assurances of my highest consideration.

T. DEVAKUL  
for *Minister of Foreign Affairs.*

His Excellency

Monsieur U. ALEXIS JOHNSON,

*Ambassador Extraordinary and  
Plenipotentiary of the  
United States of America,  
Bangkok.*

No. 1376

BANGKOK, November 16, 1960.

**EXCELLENCY:**

I have the honor to refer to the letter dated July 20, 1960 to the Acting Minister of Foreign Affairs signed by the American Charge d'Affaires ad interim, regarding the proposal of the United States Government to finance the Fulbright Educational Exchange Program with the repayments made on the 1956 International Cooperation Administration Loan, and to the reply thereto from the Ministry of Foreign Affairs dated October 19, 1960.

I wish to inform Your Excellency that it will not be possible to make other funds available for the purpose of financing the Fulbright Program. My Government is entirely sympathetic with the

desires of the Government of Thailand to use these repayments for further assistance in the long term development of Thailand and I wish to assure you that only a small portion of the repayments of the 1956 loan will be used for Fulbright purposes, amounting to a maximum of the baht equivalent of \$300,000 per year. Repayments on the 1957 loan will not be affected and all of these can be directed to economic development purposes.

I would also like to take this opportunity to point out to Your Excellency that under the provisions of Section 505(b) of the National [¹] Security Act of 1954, the Fulbright Program has the highest priority in the use of International Cooperation Administration loan repayments. At the present time, there is no other source for Thai currency to supplement the dollar appropriations, as required by the Fulbright Act. [²] Therefore, if the repayments on the 1956 Mutual Security loan were not to be used, it would be necessary to cancel the entire Fulbright Program in Thailand.

I will be greatly appreciated if Your Excellency will confirm the amendments to the Educational Exchange agreement of July 1, 1950, which were suggested in the note of July 20, 1960.

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

U. ALEXIS JOHNSON

His Excellency

Nai THANAT KHOMAN,  
*Minister of Foreign Affairs,*  
*Bangkok.*

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MINISTRY OF FOREIGN AFFAIRS.

SARANROM PALACE.

No. 84451/2503

29<sup>th</sup> November, B.E. 2503. [³]

MONSIEUR L'AMBASSADEUR,

I have the honour to acknowledge the receipt of Your Excellency's letter No. 1376 dated November 16, 1960, regarding the proposal of the United States Government to finance the Fulbright Educational Exchange Program with the repayments made on the 1956 International Administration Cooperation Loan, in which Your Excellency was kind enough to assure me that only a small portion of the repayments of the 1956 Loan would be used for Fulbright purposes, amounting to a maximum of the Baht equivalent of \$300,000 per year and that repayments on the 1957 Loan will not be affected and

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<sup>1</sup> Should read "Mutual".

<sup>2</sup> 60 Stat. 754; 50 U.S.C. app. § 1641.

<sup>3</sup> Nov. 29, 1960.

all of these can be directed to economic development purposes of Thailand.

I wish to inform Your Excellency that the Thai authorities are most appreciative of the above-mentioned arrangements which will not only enable the Educational Exchange Program to be continued but also benefit the long-term economic development of Thailand.

I would like, therefore, to express my sincere thanks, on behalf of the Thai Government, to the United States Government for their kind consideration in this matter.

However, before proceeding to confirm officially the amendments to the Educational Exchange Agreement of July 1, 1950, as suggested in the Embassy's Note of July 20, 1960, the Thai authorities wish to be assured that they are right in understanding that the use of the said amount for Fulbright purposes will be made in Baht currency. In their opinion, this is considered necessary to prevent the Dollar reserves from draining out of the country. Besides, as it is the intention of the Thai Government to pay the principal and interest in Baht currency as provided in the said Loan Agreements, the use of such proceeds should logically be also effected in the same currency.

I shall, therefore, be grateful for Your Excellency's confirmation to that effect so that a reply to the Embassy's Note of July 20, 1960, regarding the amendments to the Educational Exchange Agreement of July 1, 1950, may be made as soon as possible.

I avail myself of this opportunity, Monsieur l'Ambassadeur, to renew to Your Excellency the assurances of my highest consideration.

TH. KHAMAN  
*Minister of Foreign Affairs.*

His Excellency

*Monsieur U. ALEXIS JOHNSON,  
Ambassador Extraordinary and  
Plenipotentiary of the  
United States of America,  
Bangkok.*

No. 1542

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Bangkok, December 1, 1960.*

EXCELLENCY:

I have the honor to refer to Your Excellency's note of November 29, 1960, concerning the desire of the Thai authorities to be assured that the portion of the repayments on the 1956 International Cooperation Administration Loan which will be used for Fulbright purposes will be spent in Baht currency.

I wish to assure Your Excellency that such is the case. All of the Baht equivalent of up to \$300,000.00 a year received from repayments on the aforementioned loan for the Fulbright Program will be spent in Baht currency. The Dollar expenses of the program will be paid from annual appropriations made by the Congress of the United States of America for the Fulbright Program.

I appreciate Your Excellency's consideration of this matter and will be looking forward to a confirmation of the amendments to the Educational Exchange Agreement of July 1, 1950, which were proposed in the Embassy's note of July 20, 1960.

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

U. A. J.

His Excellency

Nai THANAT KHOMAN,  
*Minister of Foreign Affairs,*  
*Bangkok.*

MINISTRY OF FOREIGN AFFAIRS,  
SARANROM PALACE.

No. 37338/2503

23rd December, B.E. 2503.<sup>[1]</sup>

MONSIEUR L'AMBASSADEUR,

I have the honour to refer to Your Excellency's Note No. 1542 dated December 1, 1960, in which Your Excellency was kind enough to assure me that all the Baht equivalent of up to \$300,000 a year received from repayment of principal and payment of interest on the 1956 International Co-operation Administration Loan which will be used for Fulbright purposes will be spent in Baht currency.

I wish to inform Your Excellency that I have to-day confirmed, in my Note No. 37337/2503 dated December 23, B.E. 2503, the amendments to the Educational Exchange Agreement of July 1, 1950, as proposed in the Embassy's Note of July 20, 1960.

As regards our request for the re-loan of the repayment of principal and the payment of interest on the International Co-operation Administration Loans of 1956 and 1957 for the purpose of financing economic development of Thailand, to which the United States Government kindly acceded, I wish to confirm our understanding based on Your Excellency's Notes No. 1376 of November 16, 1960, and No. 1542 of December 1, 1960, that the repayment of principal and the payment of interest on the 1956 ICA Loan in excess of the maximum of the Baht equivalent of \$300,000 a year, which is earmarked for the Fulbright Program as mentioned above, as well as the entire amount of

<sup>[1]</sup> Dec. 23, 1960.

the repayment of principal and the payment of interest on the 1957 ICA Loan can be both directed to economic development purposes of Thailand.

I avail myself of this opportunity, Monsieur l'Ambassadeur, to renew to Your Excellency the assurances of my highest consideration.

TH. KHOMAN  
*Minister of Foreign Affairs.*

His Excellency

Monsieur U. ALEXIS JOHNSON,  
*Ambassador Extraordinary and  
Plenipotentiary of the  
United States of America,  
Bangkok.*

# YUGOSLAVIA

## Surplus Agricultural Commodities [<sup>1</sup>]

*Agreement amending the agreement of April 28, 1961.  
Effectuated by exchange of notes  
Signed at Belgrade July 1, 1961;  
Entered into force July 1, 1961.*

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*The American Ambassador to the Yugoslav Assistant Secretary of State for Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
No. 915  
Belgrade, July 1, 1961

EXCELLENCY:

With reference to the Agricultural Commodities Agreement of April 28, 1961 [<sup>2</sup>] between the Government of the United States of America and the Government of the Federal People's Republic of Yugoslavia and to the accompanying notes, I have the honor to propose that, in response to a request of your Government, the agreement and notes be amended as follows in order to increase the financing available for certain commodities and to provide financing for tallow.

1. In Article 1, increase the amount for cotton from "\$6.7 million" to "\$15.8 million," the amount for wheat from "\$12.2 million" to "\$30.8 million," the amount for cottonseed/soybean oil from "\$8.7 million" to "\$10.1 million," and the amount for ocean transportation from "\$2.6 million" to "\$5.6 million." Add "tallow" to the list of commodities in an amount of "\$1.5 million". Increase the total amount from "\$30.4 million" to "\$64.0 million".

2. At the end of the second paragraph of the notes exchanged referring to Yugoslav importation of certain commodities, add the following sentence: "My Government further agrees that it will procure and import from the United States of America at least 6,000 metric tons of tallow during the year ending December 31, 1961."

3. In numbered paragraph 1 of the notes exchanged referring to the use of dinars under the agreement, including the conversion of dinars into other currencies, change "\$608,000" to "\$1,000,000."

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<sup>1</sup> Also TIAS 4923; *post*, Part 3.

<sup>2</sup> TIAS 4756; *ante*, p. 600.

I have the honor to propose that this note and Your Excellency's reply concurring therein shall constitute an agreement between our two Governments to enter into force on the date of Your Excellency's note in reply.

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

GEORGE F. KENNAN

His Excellency

JOZE BRILEJ,

*Assistant Secretary of State  
for Foreign Affairs,  
Belgrade*

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*The Yugoslav Assistant Secretary of State for Foreign Affairs to the  
American Ambassador*

JULY 1, 1961.

EXCELLENCY:

I have the honor to acknowledge receipt of your letter dated July 1, 1961 which reads as follows:

"With reference to the Agricultural Commodities Agreement of April 28, 1961 between the Government of the United States of America and the Government of the Federal People's Republic of Yugoslavia and to the accompanying notes, I have the honor to propose that, in response to a request of your Government, the agreement and notes be amended as follows in order to increase the financing available for certain commodities and to provide financing for tallow.

1. In Article I, increase the amount for cotton from "\$6.7 million" to "\$15.8 million," the amount for wheat from "\$12.2 million" to "\$30.8 million," the amount for cottonseed/soybean oil from "\$8.7 million" to "\$10.1 million," and the amount for ocean transportation from "\$2.6 million" to "\$5.6 million." Add "tallow" to the list of commodities in an amount of "\$1.5 million". Increase the total amount from "\$30.4 million" to "\$64.0 million".

2. At the end of the second paragraph of the notes exchanged referring to Yugoslav importation of certain commodities, add the following sentence: "My Government further agrees that it will procure and import from the United States of America at least 6,000 metric tons of tallow during the year ending December 31, 1961."

3. In numbered paragraph 1 of the notes exchanged referring to the use of dinars under the agreement, including the conversion of dinars into other currencies, change "\$608,000" to "\$1,000,000."

I have the honor to propose that this note and Your Excellency's reply concurring therein shall constitute an agreement between our two Governments to enter into force on the date of Your Excellency's note in reply."

I have the honor to inform you that the Government of the Federal People's Republic of Yugoslavia is in agreement with the above text.

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

JOZE BRILEJ

H. E. Mr. GEORGE F. KENNAN  
*Ambassador of the United States  
of America  
Beograd*

# ISRAEL

## Surplus Agricultural Commodities [<sup>1</sup>]

*Agreement amending the agreement of November 6, 1958, as supplemented and amended.*

*Effectuated by exchange of notes*

*Signed at Tel Aviv June 15 and at Jerusalem July 10, 1961;*

*Entered into force July 12, 1961.*

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*The American Ambassador to the Israeli Minister for Foreign Affairs*

THE FOREIGN SERVICE  
OF THE  
UNITED STATES OF AMERICA

No. 100

TEL AVIV, June 15, 1961.

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement entered into by our two Governments on November 6, 1958, as supplemented and amended,[<sup>2</sup>] pursuant to Title I of the Agricultural Trade Development and Assistance Act,[<sup>3</sup>] as amended, (hereinafter referred to as the Act), and to propose that Article II, Paragraph I of the Agreement be amended by adding to the authorized United States uses of Israel Pounds accruing under the Agreement specified in that paragraph the additional uses designated in Subsections (p), (q) and (r) of the Act.

All other provisions of the Agreement of November 6, 1958, as supplemented and amended, remain unchanged.

I have the honor to propose that this note together with Your Excellency's affirmative reply shall constitute an agreement between our two Governments on this matter to enter into force on the date of Your Excellency's reply.

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

WALWORTH BARBOUR

Her Excellency

Mrs. GOLDA MEIR,

*Minister for Foreign Affairs of  
The State of Israel.*

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<sup>1</sup> Also TIAS 4906; *post*, Part 3.

<sup>2</sup> TIAS 4126, 4188; 9 UST 1337; 10 UST 310.

<sup>3</sup> 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

*The Israeli Minister for Foreign Affairs to the American Ambassador*

MINISTER FOR FOREIGN AFFAIRS

בְּרִיתְהַמִּן

JERUSALEM, July 10, 1961.

EXCELLENCY,

I have the honor to refer to Your Excellency's Note No. 100 dated June 15, 1961, relating to a proposed amendment of the Agricultural Commodities Agreement entered into by our two Governments on November 6, 1958, reading as follows:

"I have the honor to refer to the Agricultural Commodities Agreement entered into by our two Governments on November 6, 1958, as supplemented and amended, pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended (hereinafter referred to as the Act), and to propose that Article II, paragraph 1 of the Agreement be amended by adding to the authorized United States uses of Israel Pounds accruing under the Agreement specified in that paragraph the additional uses designated in subsections (p), (q) and (r) of the Act.

All other provisions of the Agreement of November 6, 1958, as supplemented and amended, remain unchanged.

I have the honor to propose that this note together with Your Excellency's affirmative reply shall constitute an agreement between our two Governments on this matter to enter into force on the date of Your Excellency's reply."

I have the honor to convey my concurrence in the foregoing, and I confirm that Your Excellency's Note and my reply thereto constitute an agreement between our two Governments, effective upon receipt [<sup>1</sup>] of this reply.

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

GOLDA MEIR

His Excellency

Mr. W. BARBOUR

*Ambassador of the  
United States of America  
in Israel.*

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<sup>1</sup> July 12, 1961.

# TURKEY

## Surplus Agricultural Commodities [<sup>1</sup>]

*Agreement signed at Ankara July 29, 1961;  
Entered into force July 29, 1961.  
With exchange of notes.*

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### AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF TURKEY UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

The Government of the United States of America and the Government of the Republic of Turkey:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Considering that the purchase for Turkish lira of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the Turkish lira accruing from such purchase will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to the Government of the Republic of Turkey pursuant to Title I of the Agricultural Trade Development and Assistance Act,[<sup>2</sup>] as amended (hereinafter referred to as the Act), and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

#### ARTICLE I

##### SALES FOR TURKISH LIRA

1. Subject to the availability of commodities for programming under the Act and to issuance by the Government of the United States of

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<sup>1</sup> Also TIAS 4874, 4926; *post*, pp. 1628, and in Part 3.

<sup>2</sup> 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

America and acceptance by the Government of the Republic of Turkey of purchase authorizations, the Government of the United States of America undertakes to finance the sales for Turkish lira, to purchasers authorized by the Government of the Republic of Turkey, of the following agricultural commodities in the amounts indicated:

<i>Commodity</i>	<i>Export Market Value</i> (Millions)
Wheat	\$12.4
Ocean transportation (estimated)	1.8
Total	\$14.2

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

2. Applications for purchase authorizations will be made within 90 calendar days of the effective date of this Agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this Agreement will be made within 90 days of the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the Turkish lira accruing from such sale, and other relevant matters.

3. Purchase and shipment of the commodities mentioned above will be made within 18 calendar months of the effective date of this Agreement.

## ARTICLE II

### *USES OF TURKISH LIRA*

1. The Turkish lira accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the amounts shown:

A. For United States expenditures under subsections (a) (b) (d) (f) and (h) through (r) of Section 104 of the Act or under any of such subsections, twenty percent of the Turkish lira accruing pursuant to this Agreement.

B. For loans to be made by the Export-Import Bank of Washington under Section 104(e) of the Act and for administrative expenses of the Export-Import Bank of Washington in the Republic of Turkey incident thereto, twenty percent of the Turkish lira accruing pursuant to this Agreement. It is understood that:

(1) Such loans under Section 104(e) of the Act will be made to United States business firms and branches, subsidiaries or affiliates of such firms in the Republic of Turkey for business development and trade expansion in the Republic of Turkey, and to United States firms and Turkish firms for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of and markets for United States agricultural products.

(2) Loans will be mutually agreeable to the Export-Import Bank of Washington and the Government of the Republic of Turkey, acting through the International Economic Cooperation Organization of the Turkish Ministry of Finance (hereinafter referred to as IECCO). The Director of the IECCO or his designate will act for the Government of the Republic of Turkey, and the President of the Export-Import Bank of Washington or his designate will act for the Export-Import Bank of Washington.

(3) Upon receipt of an application which the Export-Import Bank is prepared to consider, the Export-Import Bank will inform the IECCO of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan and the general purposes for which the loan proceeds would be expended.

(4) When the Export-Import Bank is prepared to act favorably upon an application, it will so notify the IECCO and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to that prevailing in the Republic of Turkey on comparable loans and the maturities will be consistent with the purposes of the financing.

(5) Within sixty days after the receipt of the notice that the Export-Import Bank is prepared to act favorably upon an application, the IECCO will indicate to the Export-Import Bank whether or not the IECCO has any objection to the proposed loan. When the Export-Import Bank approves or declines the proposed loan, it will notify the IECCO.

(6) In the event the Turkish lira set aside for loans under Section 104(e) of the Act are not advanced within three years from the date of this Agreement because the Export-Import Bank of Washington has not approved loans or because proposed loans have not been mutually agreeable to the Export-Import Bank of Washington and the IECCO, the Government of the United States of America may use the Turkish lira for any purpose authorized by Section 104 of the Act.

C. For a loan to the Government of the Republic of Turkey under Section 104(g) of the Act for financing such projects to promote economic development as may be mutually agreed, including projects not heretofore included in plans of the Government of the Republic of Turkey, sixty percent of the Turkish lira accruing pursuant to this Agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement.

2. In the event that agreement is not reached on the use of the Turkish lira for loan purposes within three years from the date of this Agreement, the Government of the United States of America may use the Turkish lira for any purpose authorized by Section 104 of the Act.

### ARTICLE III

#### *DEPOSIT OF TURKISH LIRA*

1. The deposit of Turkish lira to the account of the Government of the United States of America in payment for the commodities and for ocean transportation costs financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) shall be made at the rate of exchange for United States dollars generally applicable to import transactions (excluding imports granted a preferential rate) in effect on the dates of dollar disbursement by United States banks or by the Government of the United States of America, as provided in the purchase authorizations.

2. In the event that a subsequent Agricultural Commodities Agreement or Agreements should be signed by the two Governments under the Act, any refunds of Turkish lira which may be due or become due under this Agreement more than two years from the effective date of this Agreement will be made by the Government of the United States of America from funds available from the most recent Agricultural Commodities Agreement in effect at the time of the refund.

### ARTICLE IV

#### *GENERAL UNDERTAKINGS*

1. The Government of the Republic of Turkey agrees that it will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes (except where such resale, transshipment or use is specifically approved by the Government of the United States of America) of the agricultural commodities purchased pursuant to the provisions of this Agreement and to assure that the purchase of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States of America.

2. The two Governments agree that they will take reasonable precautions to assure that all sales or purchases of agricultural commodities made pursuant to this Agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

3. In carrying out this Agreement the two Governments will seek to assure conditions of commerce permitting private traders to func-

tion effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Government of the Republic of Turkey agrees to furnish, upon request of the Government of the United States of America, information on the progress of the program, particularly with respect to arrival and condition of commodities, and information relating to exports of the same or like commodities.

## ARTICLE V

### *CONSULTATION*

The two Governments will, upon the request of either of them, consult regarding any matter relating to the application of this Agreement or to the operation of arrangements carried out pursuant to this Agreement.

## ARTICLE VI

### *ENTRY INTO FORCE*

The Agreement shall enter into force upon signature.

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

DONE at Ankara in duplicate, this 29th day of July, 1961.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:

RAYMOND A HARE

[SEAL]

FOR THE GOVERNMENT OF THE  
REPUBLIC OF TURKEY:

MEHMET BAYDUR

[SEAL]

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*The American Ambassador to the Turkish Minister of Commerce*

No. 149

AMERICAN EMBASSY  
ANKARA, TURKEY,  
July 29, 1961

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed today between representatives of our two Governments, under which the Government of the United States of America undertakes to finance the delivery to the Government of the Republic of Turkey \$14.2 million of wheat, and to confirm the following related understandings:

1. With respect to paragraph 1 of Article II of the Agreement, the Government of the Republic of Turkey will provide, upon request of the Government of the United States of America, facilities for the conversion into other non-dollar currencies of up to \$584,000 worth of Turkish lira. These facilities for conversion will be utilized in securing up to \$284,000 in funds to finance agricultural market development activities in other countries and up to \$300,000 in funds to finance educational exchange programs in other countries.

2. The Government of the United States of America may utilize Turkish lira in Turkey to pay for international travel originating in Turkey or originating outside Turkey when involving travel to or through Turkey, including connecting travel, and for air travel within the United States or other areas outside Turkey when it is part of a trip in which the traveler journeys from, to or through Turkey. It is understood that these funds are intended to cover only travel by persons engaged in activities financed under Section 104 of the Agricultural Trade Development and Assistance Act, as amended. It is further understood that this travel is not limited to services provided by Turkish airlines.

3. The Government of the Republic of Turkey agrees that it will not export wheat or wheat products of either domestic or imported origin, except as may be specifically agreed by the Government of the United States of America, until the wheat provided under the cited Agreement has been imported and utilized, or until June 30, 1962, whichever is later.

I shall appreciate receiving Your Excellency's confirmation of the above understandings.

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

RAYMOND A. HARE

His Excellency

MEHMET BAYDUR,

*Minister of Commerce of the  
Government of the Republic of Turkey,  
Ankara, Turkey.*

*The Turkish Minister of Commerce to the American Ambassador*

TÜRKİYE CUMHURİYETİ  
TİCARET BAKANLIĞI<sup>1</sup>

ANKARA, July 29, 1961

EXCELLENCY:

I have the honor to acknowledge receipt of your Note No. 149, dated July 29, 1961, which reads as follows:

" Excellency :

I have the honor to refer to the Agricultural Commodities Agreement signed today between representatives of our two Governments, under which the Government of the United States of Americe undertakes to finance the delivery to the Government of the Republic of Turkey \$14.2 million of wheat, and to confirm the following related understandings:

1- With respect to paragraph 1 of Article II of the Agreement, the Government of the Republic of Turkey will provide, upon request of the Government of the United States of America, facilities for the conversion into other non-dolar currencies of up to \$584,000 worth of Turkish lira. These facilities for conversion will be utilized in securing up to \$284,000 in funds to finance agricultural market development activities in other countries and up to \$300,000 in funds to finance educational exchange programs in other countries.

2- The Government of the United States of America may utilize Turkish lira in Turkey to pay for international travel originating in Turkey or originating outside Turkey when involving travel to or through Turkey, including connecting travel, and for air travel within the United States or other areas outside Turkey when it is part of a trip in which the traveler journeys from, to or through Turkey. It is understood that these funds are intended to cover only travel by persons engaged in activities financed under Section 104 of the Agricultural Trade Development and Assistance Act, as amended. It is further understood that this travel is not limited to services provided by Turkish airlines.

3- The Government of the Republic of Turkey agrees that it will not export wheat or wheat products of either domestic or imported origin, except as may be specifically agreed by the Government of the United States of America, until the wheat provided under the cited Agreement has been imported and utilized, or until June 30, 1962, whichever is later.

I shall appreciate receiving Your Excellency's confirmation of the above understandings.

<sup>1</sup> Republic of Turkey  
Ministry of Commerce

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

I have the honor to inform you that the Government of the Republic of Turkey concurs with the foregoing understandings.

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

MEHMET BAYDUR

Mehmet Baydur  
*Minister of Commerce*

His Excellency

RAYMOND A. HARE

*Ambassador of the United States  
of America  
Ankara.*

## INDONESIA

### Air Transport Services

*Agreement extending the agreement of February 2 and March 2, 1959, as extended.*

*Effectuated by exchange of notes*

*Dated at Djakarta, one March 30, 1961; the other May , 1961,  
received May 31, 1961;*

*Entered into force May 31, 1961;*

*Operative retroactively April 1, 1961.*

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*The American Embassy to the Indonesian Department of Foreign Affairs*

No.711

MAR 30 1961

The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs of the Republic of Indonesia and has the honor to refer to the Embassy's Notes No. 527 dated February 2, 1959, [<sup>1</sup>] and No. 697 dated March 22, 1960, [<sup>2</sup>] and to the Department of Foreign Affairs' Notes No. 12093/VI-C-59 dated March 2, 1959, [<sup>1</sup>] and No. 713/6006 dated June 21, 1960, [<sup>2</sup>] and to request a renewal thereof as of April 1, 1961.

The Embassy also has the honor to refer to the Department of Air Communications Letter No. T-14/9/24-U [<sup>3</sup>] which was transmitted to the local Pan American Airways office on December 17, 1960 and to request that the permanent jet landing rights accorded to Pan American Airways, Inc. on this date be renewed for one year also as of April 1, 1961.

The Embassy of the United States of America avails itself of this opportunity to renew to the Department of Foreign Affairs of the Republic of Indonesia the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA,  
Djakarta, March, 30, 1961.

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<sup>1</sup> TIAS 4287 ; 10 UST 1406.

<sup>2</sup> TIAS 4523 ; 11 UST 1799.

<sup>3</sup> Not printed.

*The Indonesian Department of Foreign Affairs to the American Embassy*

DEPARTEMEN LUAR NEGERI  
REPUBLIK INDONESIA<sup>[1]</sup>

No. 500/61/06

The Department of Foreign Affairs of the Republic of Indonesia presents its compliments to the Embassy of the United States of America and, with reference to the latter's Note No. 711 dated March 30, 1961, concerning the renewal of landing rights granted to the Pan American Airways at Kemajoran Airport, Djakarta, as from April 1, 1961, has the honour to inform the Embassy as follows:

The Department of Air Communications has approved the above-said renewal, which will be valid as from April 1, 1961, until March 31, 1962.

The said permit includes landing with full traffic rights at Kemajoran Airport, Djakarta, once a week on the route: San Francisco-Hawai-Manila-Saigon-Singapore-Djakarta, vice versa with Boeing 707-321, on the condition that the take-off weight and landing weight will not exceed lbs. 190.000.

Furthermore the Pan American Airways has to submit to the Department of Air Communications specified transport statistics from Djakarta to its destinations by the end of each month.

The Department 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.

DJAKARTA, May , [<sup>2</sup>] 1961.



To

THE EMBASSY OF THE UNITED STATES  
OF AMERICA  
*Djakarta*

<sup>1</sup> The Department of Foreign Affairs  
Republic of Indonesia

<sup>2</sup> Day of month was omitted; this note was received by the Embassy  
May 31, 1961.

# TURKEY

## Surplus Agricultural Commodities [<sup>1</sup>]

*Agreement amending the agreement of January 11, 1961, as amended.*

*Effectuated by exchange of notes*

*Signed at Ankara July 17, 1961;*

*Entered into force July 17, 1961.*

---

*The American Ambassador to the Turkish Minister of Commerce*

AMERICAN EMBASSY,

ANKARA, TURKEY,

*July 17, 1961.*

No. 54

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement entered into by our two Governments on January 11, 1961, as amended March 29, 1961,[<sup>2</sup>] and to propose that the Agreement be further amended as follows in the interest of simplifying administrative procedures involved in the use of funds accruing from sales of the agricultural commodities provided under the terms of the Agreement. It is further proposed, in response to the request of the Government of the Republic of Turkey, that a percentage of the total sales proceeds of the Agreement be reserved for an economic development grant, with a corresponding reduction in the percentage for economic development loan purposes.

It is still further proposed that the total value of the Agreement be increased through provision for the financing, at the request of the Government of the Republic of Turkey, of a quantity of yellow corn.

1. In paragraph 1 of Article I of the Agreement, add "Yellow corn" having a value of \$500,000 and change the total amount indicated for ocean transportation (estimated) from \$3.0 million to \$3.1 million and the total value of the Agreement from \$25.4 million to \$26.0 million. It is understood that all corn acquired under this Agreement shall be used only for human consumption, or for starch and glucose production, and that no corn or other feedgrains shall be exported during the period that corn purchased under the Agreement is being imported and utilized.

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<sup>1</sup> Also TIAS 4819; *ante*, p. 1098.

<sup>2</sup> TIAS 4669, 4750; *ante*, pp. 8, 529.

2. In paragraph 1-A of Article II of the Agreement, change “the Turkish lira equivalent of \$5.08 million” to “20 percent of the Turkish lira accruing pursuant to this Agreement”.

3. In paragraph 1-B of Article II, change “the Turkish lira equivalent of \$3.94 million” to “15.5 percent of the Turkish lira accruing pursuant to this Agreement”.

4. In paragraph 1-C of Article II, change “the Turkish lira equivalent of \$2.67 million, but not more than 25 percent of the currencies received under the Agreement” to “10.5 percent of the Turkish lira accruing pursuant to this Agreement”.

5. In paragraph 1-D of Article II, change “the Turkish lira equivalent of not more than \$13.71 million” to “45 percent of the Turkish lira accruing pursuant to this Agreement” and delete the last sentence of the paragraph.

6. Add to Article II a paragraph 1-E to read as follows: “For a grant to the Government of the Republic of Turkey under subsection 104(e) of the Act, [1] for financing such projects to promote balanced economic development of the Republic of Turkey as may be mutually agreed, 9 percent of the Turkish lira accruing pursuant to this Agreement”.

7. Delete the existing paragraph 2 of Article II, as amended, and substitute therefore the following new paragraph 2: “In the event the Turkish lira set aside for economic development loan and grant purposes to the Government of the Republic of Turkey are not advanced within three years from the date of this amendment as a result of failure of the two Governments to reach agreement on the use of the Turkish lira for loan and grant purposes, the Government of the United States of America may use the Turkish lira for any purpose authorized by Section 104 of the Act.”

8. In numbered paragraph 1 of the exchange of notes dated January 11, 1961, as amended March 29, 1961, relating to conversion of Turkish lira into other currencies, “\$808,000” and “\$508,000” are deleted and “\$820,000” and “\$520,000” are substituted in lieu thereof.

Except as otherwise provided herein, the pertinent provisions of the Agreement of January 11, 1961, as amended, including the accompanying notes, shall apply to this Amendment.

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

RAYMOND A. HARE

His Excellency

MEHMET BAYDUR,

*Minister of Commerce of the*

*Republic of Turkey,*

*Ankara.*

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<sup>1</sup> 68 Stat. 456; 7 U.S.C. § 1704(e).

*The Turkish Minister of Commerce to the American Ambassador*

TÜRKİYE CUMHURİYETİ  
TİCARET BAKANLIĞI<sup>1</sup>

ANKARA, July 17, 1961

EXCELLENCY:

I have the honor to acknowledge receipt of your Note No. 54, dated July 17, 1961, which reads as follows:

"Excellency:

I have the honor to refer to the Agricultural Commodities Agreement entered into by our two Governments on January 11, 1961, as amended March 29, 1961, and to propose that the Agreement be further amended as follows in the interest of simplifying administrative procedures involved in the use of funds accruing from sales of the agricultural commodities provided under the terms of the Agreement. It is further proposed, in response to the request of the Government of the Republic of Turkey, that a percentage of the total sales proceeds of the Agreement be reserved for an economic development grant, with a corresponding reduction in the percentage for economic development loan purposes.

"It is still further proposed that the total value of the Agreement be increased through provision for the financing, at the request of the Government of the Republic of Turkey, of a quantity of yellow corn."

1- In paragraph 1 of Article I of the Agreement, add "Yellow corn" having a value of \$500,000 and change the total amount indicated for ocean transportation (estimated) from \$3.0 million to \$3.1 million and the total value of the Agreement from \$25.4 million to \$26.0 million. It is understood that all corn acquired under this Agreement shall be used only for human consumption, or for starch and glucose production, and that no corn or other feedgrains shall be exported during the period that corn purchased under the Agreement is being imported and utilized."

2- In paragraph 1-A of Article II of the Agreement, change "the Turkish lira equivalent of \$5.08 million" to "20 percent of the Turkish lira accruing pursuant to this Agreement."

3- In paragraph 1-B of Article II, change "the Turkish lira equivalent of \$3.94 million" to "15.5 percent of the Turkish lira accruing pursuant to this Agreement."

4- In paragraph 1-C of Article II, change "the Turkish lira equivalent of \$2.67 million, but not more than 25 percent of the cur-

<sup>1</sup> Republic of Turkey  
Ministry of Commerce.

rencies received under the Agreement" to "10.5 percent of the Turkish lira accruing pursuant to this Agreement."

5- In paragraph 1-D of Article II, change "the Turkish lira equivalent of not more than \$13.71 million" to "45 percent of the Turkish lira accruing pursuant to this Agreement" and delete the last sentence of the paragraph.

6- Add to Article II a paragraph 1-E to read as follows: "For a grant to the Government of the Republic of Turkey under subsection 104(e) of the Act, for financing such projects to promote balanced economic development of the Republic of Turkey as may be mutually agreed, 9 percent of the Turkish lira accruing pursuant to this Agreement".

7- Delete the existing paragraph 2 of Article II, as amended, and substitute therefore the following new paragraph 2: "In the event the Turkish lira set aside for economic development loan and grant purposes to the Government of the Republic of Turkey are not advanced within three years from the date of this amendment as a result of failure of the two Governments to reach agreement on the use of the Turkish lira for loan and grant purposes, the Government of the United States of America may use the Turkish lira for any purpose authorized by Section 104 of the Act."

8- In numbered paragraph 1 of the exchange of notes dated January 11, 1961, as amended March 29, 1961, relating to conversion of Turkish lira into other currencies, "\$808,000" and "\$508,000" are deleted and "\$820,000" and "\$520,000" are substituted in lieu thereof.

Except as otherwise provided herein, the pertinent provisions of the Agreement of January 11, 1961, as amended including the accompanying notes, shall apply to this Amendment.

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

I have the honor to inform you that the Government of Turkey concurs with the foregoing understanding.

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

MEHMET BAYDUR

Mehmet Baydur  
Minister of Commerce

His Excellency

RAYMOND A. HARE

*Ambassador of the United States  
Of America  
Ankara.*

# VIET-NAM

## Surplus Agricultural Commodities [<sup>1</sup>]

*Agreement signed at Saigon July 14, 1961;  
Entered into force July 14, 1961.  
With exchange of notes.*

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### AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE REPUBLIC OF VIET-NAM UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

The Government of the United States of America and the Government of the Republic of Viet-Nam:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Considering that the purchase for piastres of surplus agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the piastres accruing from such purchases will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sale of surplus agricultural commodities to Viet-Nam pursuant to Title I of the Agricultural Trade Development and Assistance Act,[<sup>2</sup>] as amended, (hereinafter referred to as the Act) and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

#### ARTICLE I

##### SALES FOR PIASTRES

1. Subject to the issuance by the Government of the United States of America and acceptance by the Government of the Republic of

<sup>1</sup> Also TIAS 4920; *post*, Part 3.

<sup>2</sup> 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

Viet-Nam of purchase authorizations, the Government of the United States of America undertakes to finance the sale to purchasers authorized by the Government of the Republic of Viet-Nam, for piastres, of the following agricultural commodities determined to be surplus pursuant to the Act, in the amount indicated:

Commodity	Export Market Value
Wheat flour	\$3,300,000
Cotton	4,200,000
Tobacco	2,600,000
Ocean Transportation (Est. 50 percent)	900,000
 Total	 \$11,000,000

2. Applications for purchase authorizations will be made within 90 calendar days of the effective date of this Agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this Agreement will be made within 90 days after the effective date of such amendment or supplement. They will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the piastres accruing from such sale and other relevant matters.

3. Purchase and shipment of the commodities mentioned above will be made within 18 calendar months of the effective date of this Agreement.

## ARTICLE II

### *USES OF PIASTRES*

1. The piastres accruing to the Government of the United States of America as a consequence of the sales made pursuant to this Agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the amounts shown:

a. For United States expenditures under subsections (a), (e), (f), (h) through (r) of Section 104 of the Act, or under any of such subsections, fifty percent of the piastres accruing pursuant to this Agreement.

b. To procure military equipment, materials, facilities and services for the common defense in accordance with Section 104(c) of the Act, as amended, fifty percent of the piastres accruing pursuant to this Agreement.

ARTICLE III*DEPOSIT OF PIASTRES*

Deposit of Vietnamese piastres to an account of the Government of the United States of America in the National Bank of Viet-Nam in payment of commodities and ocean transportation costs financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) shall be made at the rate of exchange for United States dollars generally applicable to import transactions (excluding imports granted a preferential rate) in effect on the dates of the dollar disbursements by United States banks or by the Government of the United States of America as provided in the purchase authorizations.

ARTICLE IV*GENERAL UNDERTAKINGS*

1. The Government of the Republic of Viet-Nam agrees that it will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes (except where such resale, transshipment or use is specifically approved by the Government of the United States of America) of the agricultural commodities purchased pursuant to the provisions of this Agreement and to assure that the purchase of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States of America.

2. The two Governments agree that they will take reasonable precautions to assure that all sales or purchases of agricultural commodities made pursuant to this Agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

3. In carrying out this Agreement the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Government of the Republic of Viet-Nam agrees to furnish, upon request of the Government of the United States of America, information on the progress of the program, particularly with respect to the arrival and condition of commodities and the provisions for the maintenance of usual marketings, and information relating to exports of the same or like commodities.

ARTICLE VCONSULTATION

The two Governments will, upon the request of either of them, consult regarding any matter relating to the application of this Agreement or to the operation of arrangements carried out pursuant to this Agreement.

ARTICLE VIENTRY INTO FORCE

The Agreement shall enter into force upon signature.

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

DONE AT Saigon in duplicate, this 14th day of July, 1961.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:

F. E. NOLTING, Jr.

FOR THE GOVERNMENT OF THE  
REPUBLIC OF VIET-NAM:

HOANG

*The American Ambassador to the Vietnamese Secretary of State for National Economy*

No. 10

SAIGON, July 14, 1961.

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between the United States of America and the Republic of Viet-Nam under Title I of the Agricultural Trade Development and Assistance Act, as amended, hereinafter referred to as the Act, which has been signed at Saigon today and is hereinafter referred to as "Agricultural Commodities Agreement," and to confirm the following supplementary understanding:

1. In addition to depositing piastres in payment of commodities and ocean freight as specified in Article III of the Agricultural Commodities Agreement, the Government of the Republic of Viet-Nam agrees to pay an amount of 211.75 million piastres into the account of the Government of the United States of America specified in the said Article III. This amount shall be paid in full at the same time as the first deposit of piastres is made pursuant to the said Article.

2. If between the date of signature of the Agricultural Commodities Agreement and the time when the payment of 211.75 million piastres will become due, there should be a change in the Vietnamese exchange

rate system, the amount of such payment shall be determined by mutual agreement.

3. In the event it is ultimately determined that the amount of sales, including ocean transportation, financed by the Government of the United States of America pursuant to Article I of the Agricultural Commodities Agreement is less than United States \$11,000,000, then the payment of the Government of the Republic of Viet-Nam described in the preceding paragraphs shall be reduced in the ratio which the amount of sales financed by the Government of the United States of America bears to the amount of \$11,000,000, and the Government of the United States of America will return to the Government of the Republic of Viet-Nam the difference between the payment so reduced and the amount paid pursuant to the preceding paragraphs.

4. For purposes of Sections 104(a) of the Act, the Government of the Republic of Viet-Nam will provide, upon request of the Government of the United States of America, facilities for the conversion into other non-dollar currencies of up to \$220,000 worth of piastres. These facilities for conversion will be utilized to finance agricultural market development activities in other countries.

5. With regard to paragraph 1 of Article II of the Agricultural Commodities Agreement, it is understood that the piastre equivalent of \$2,750,000, but not more than 25 percent of the currencies received under that Agreement will be for loans to be made by the Export-Import Bank of Washington in Viet-Nam incident thereto. It is also understood that:

(a) Such loans under Section 104(e) of the Act will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in Viet-Nam for business development and trade expansion in Viet-Nam and to United States firms and Viet-Nam firms for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of and markets for United States agricultural products. In the event the piastres set aside for loans under Section 104(e) of the Act are not advanced within three years from the date of the Agricultural Commodities Agreement because the Export-Import Bank of Washington has not approved loans or because proposed loans have not been mutually agreeable to the Export-Import Bank of Washington and the National Bank of Viet-Nam, the Government of the United States of America may use the piastres for any purpose authorized by Section 104 of the Act.

(b) Loans will be mutually agreeable to the Export-Import Bank of Washington and the Government of Viet-Nam acting through the National Bank of Viet-Nam. The Governor of the National Bank of Viet-Nam, or his designate, will act for the Government of Viet-Nam, and the President of the Export-Import Bank of Washington, or his designate, will act for the Export-Import Bank of Washington.

(c) Upon receipt of an application which the Export-Import Bank is prepared to consider, the Export-Import Bank will inform the National Bank of Viet-Nam of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan, and the general purposes for which the loan proceeds would be expended.

(d) When the Export-Import Bank is prepared to act favorably upon an application it will so notify the National Bank of Viet-Nam and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to those prevailing in Viet-Nam on comparable loans and the maturities will be consistent with the purposes of the financing.

(e) Within sixty days after the receipt of notice that the Export-Import Bank is prepared to act favorably upon an application the National Bank of Viet-Nam will indicate to the Export-Import Bank whether or not the National Bank of Viet-Nam has any objection to the proposed loan. Unless within the sixty-day period the Export-Import Bank has received such a communication from the National Bank of Viet-Nam it shall be understood that the National Bank of Viet-Nam has no objection to the proposed loan. When the Export-Import Bank approves or declines the proposed loan, it will notify the National Bank of Viet-Nam.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of the Republic of Viet-Nam, the Government of the United States of America will consider that this note and your reply thereto constitutes an Agreement between the two Governments on this subject, which shall enter into force on the date of your note in reply.

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

F. E. NOLTING, Jr.

His Excellency  
HOANG KHAC THANH,  
*Secretary of State for National Economy,*  
*Saigon.*

*The Vietnamese Secretary of State for National Economy to the  
American Ambassador*

RÉPUBLIQUE DU VIỆT-NAM

—  
SÉCRÉTARIAT D'ÉTAT  
A L'ÉCONOMIE NATIONALE

—  
59, Rue Gialong

N° —————/BKT/VP

SAIGON, le July 14, 1961

HIS EXCELLENCY,

I have the honor to acknowledge the receipt of your Note No. 10 under date of July 14, 1961, which reads as follows:

"Excellency:

I have the honor to refer to the Agricultural Commodities Agreement between the United States of America and the Republic of Viet-Nam under Title I of the Agricultural Trade Development and Assistance Act, as amended, hereinafter referred to as the Act, which has been signed at Saigon today and is hereinafter referred to as "Agricultural Commodities Agreement", and to confirm the following supplementary understanding:

1. In addition to depositing piastres in payment of commodities and ocean freight as specified in Article III of the Agricultural Commodities Agreement, the Government of the Republic of Viet-Nam agrees to pay an amount of 211.75 million piastres into the account of the Government of the United States of America specified in the said Article III. This amount shall be paid in full at the same time as the first deposit of piastres is made pursuant to the said Article.

2. If between the date of signature of the Agricultural Commodities Agreement and the time when the payment of 211.75 million piastres will become due, there should be a change in the Vietnamese exchange rate system, the amount of such payment shall be determined by mutual agreement.

3. In the event it is ultimately determined that the amount of sales, including ocean transportation, financed by the Government of the United States of America pursuant to Article I of the Agricultural Commodities Agreement is less than United States \$11,000,000, then the payment of the Government of the Republic of Viet-Nam described in the preceding paragraphs shall be reduced in the ratio which the amount of sales financed by the Government of the United States of America bears to the amount of \$11,000,000, and the Government of the United States of America will return to the Government of the Republic of Viet-Nam the difference between the payment so reduced and the amount paid pursuant to the preceding paragraphs.

4. For purposes of Sections 104(a) of the Act, the Government of the Republic of Viet-Nam will provide, upon request of the Govern-

ment of the United States of America, facilities for the conversion into other non-dollar currencies of up to \$220,000 worth of piastres. These facilities for conversion will be utilized to finance agricultural market development activities in other countries.

5. With regard to paragraph 1 of Article II of the Agricultural Commodities Agreement, it is understood that the piastre equivalent of \$2,750,000, but not more than 25 percent of the currencies received under that Agreement will be for loans to be made by the Export-Import Bank of Washington in Viet-Nam incident thereto. It is also understood that:

- (a) Such loans under Section 104(e) of the Act will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in Viet-Nam for business development and trade expansion in Viet-Nam and to United States firms and Viet-Nam firms for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of and markets for United States agricultural products. In the event the piastres set aside for loans under Section 104(e) of the Act are not advanced within three years from the date of the Agricultural Commodities Agreement because the Export-Import Bank of Washington has not approved loans or because proposed loans have not been mutually agreeable to the Export-Import Bank of Washington and the National Bank of Viet-Nam, the Government of the United States of America may use the piastres for any purpose authorized by Section 104 of the Act.
- (b) Loans will be mutually agreeable to the Export-Import Bank of Washington and the Government of Viet-Nam acting through the National Bank of Viet-Nam. The Governor of the National Bank of Viet-Nam, or his designate, will act for the Government of Viet-Nam, and the President of the Export-Import Bank of Washington.
- (c) Upon receipt of an application which the Export-Import Bank is prepared to consider, the Export-Import Bank will inform the National Bank of Viet-Nam of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan, and the general purposes for which the loan proceeds would be expended.
- (d) When the Export-Import Bank is prepared to act favorably upon an application it will so notify the National Bank of Viet-Nam and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to those prevailing in Viet-Nam on comparable loans and the maturities will be consistent with the purposes of the financing.
- (e) Within sixty days after the receipt of notice that the Export-Import Bank is prepared to act favorably upon an application the

National Bank of Viet-Nam will indicate to the Export-Import Bank whether or not the National Bank of Viet-Nam has any objection to the proposed loan. Unless within the sixty-day period the Export-Import Bank has received such a communication from the National Bank of Viet-Nam it shall be understood that the National Bank of Viet-Nam has no objection to the proposed loan. When the Export-Import Bank approves or declines the proposed loan, it will notify the National Bank of Viet-Nam.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of the Republic of Viet-Nam, the Government of the United States of America will consider that this note and your reply thereto constitutes an Agreement between the two Governments on this subject, which shall enter into force on the date of your note in reply.

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

In reply, I have the honor to inform you that the foregoing provisions are acceptable to the Government of the Republic of Viet-Nam and to confirm that this exchange of notes constitutes an Agreement between the two Governments on this subject, which shall enter into force today.

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

[SEAL] HOANG

Hoàng-Khắc-Thành

His Excellency  
THE AMBASSADOR OF UNITED STATES  
OF AMERICA.

# MULTILATERAL

**International Sanitary Regulations: Additional Regulations  
Amending WHO Regulations No. 2 [']—Sanitary Control  
of Pilgrim Traffic**

*Adopted by the Ninth World Health Assembly at Geneva May 23,  
1956;*

*Entered into force January 1, 1957;*

*Entered into force with respect to the United States of America  
May 22, 1957, with reservation.*

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WORLD HEALTH  
ORGANIZATION

ORIGINAL: ENGLISH

RESOLUTIONS  
OF THE  
WORLD HEALTH ASSEMBLY

NINTH WORLD HEALTH ASSEMBLY

WHA9.48

23 MAY 1956

## ADDITIONAL REGULATIONS OF 23 MAY 1956 AMENDING THE INTERNATIONAL SANITARY REGULATIONS WITH RESPECT TO THE SANITARY CONTROL OF PILGRIM TRAFFIC

The Ninth World Health Assembly,

Considering that special measures for the sanitary control of pilgrim traffic approaching or leaving the Hedjaz during the season of the pilgrimage are no longer required and that consequently the relevant provisions of the International Sanitary Regulations and of Annexes A and B thereto [²] may be abrogated;

Having regard to Articles 2(k), 21(a) and 22 of the Constitution of the World Health Organization,[³]

ADOPTS this 23rd day of May 1956, the following Additional Regulations:

### ARTICLE I

1. In Articles 1, 102 and 103, Appendix 2 and Annexes A and B of the International Sanitary Regulations, there shall be made the following amendments:

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<sup>1</sup> Also TIAS 4896; post, Part 3.

<sup>2</sup> TIAS 3625; 7 UST 2255, 2306, 2310.

<sup>3</sup> TIAS 1808; 62 Stat., pt. 3, pp. 2681, 2685.

*Article 1—Definitions* of “pilgrim”, “pilgrim ship”, “Pilgrimage”, “sanitary station”, “season of the Pilgrimage” and “ship’s surgeon”.

Delete these definitions in their entirety.

*Article 102*

Delete this Article in its entirety.

*Article 103*

In paragraph 1, delete the words “Migrants or seasonal workers” and replace by the words “Migrants, seasonal workers or persons taking part in periodic mass congregations”.

*Appendix 2—International Certificate of Vaccination or Revaccination against Cholera.*

In the text of this Appendix, delete the second paragraph in the English text commencing with the words “notwithstanding the above provisions” and ending with the words “second injection”, and in the corresponding French text with the words “Nonobstant les dispositions ci-dessus” and “seconde injection”.

*Annex A—Sanitary Control of Pilgrim Traffic approaching or leaving the Hedjaz during the Season of the Pilgrimage.*

Delete this Annex in its entirety.

*Annex B—Standards of Hygiene on Pilgrim Ships and on Aircraft carrying Pilgrims.*

Delete this Annex in its entirety.

2. Each State bound by these Additional Regulations undertakes to require adequate standards of hygiene and accommodation on ships and aircraft, carrying persons taking part in periodic mass congregations, and such standards shall be no less effective than those in effect under the International Sanitary Regulations prior to the entry into force of these Additional Regulations.

## ARTICLE II

The period provided in execution of Article 22 of the Constitution of the Organization for rejection or reservation [¹] shall be six months from the date of the notification by the Director-General of the adoption of these Additional Regulations by the World Health Assembly.

<sup>1</sup> The following reservation to the Additional Regulations, 1956, was submitted to WHO on Dec. 18, 1956, by the Government of the United States of America in respect of all areas under its jurisdiction, and was accepted by the Tenth World Health Assembly May 22, 1957 (Resolution WHA10.16; not printed):

*Article 103:* “In the absence of a special agreement between the United States and any other State concerned, Article 103, as amended, does not authorize the imposition of sanitary measures or charges upon any traveller, member of the crew, baggage or means of transport that were not authorized by the International Sanitary Regulations, 1951.”

ARTICLE III

These Additional Regulations shall come into force on the first day of January 1957.<sup>[1]</sup>

ARTICLE IV

The following final provisions of the International Sanitary Regulations shall apply to these Additional Regulations: paragraph 3 of Article 106, paragraphs 1 and 2 and the first sentence of paragraph 5 of 107, 108 and paragraph 2 of 109, substituting the date mentioned in ARTICLE III of these Additional Regulations for that mentioned therein, 110 to 113 inclusive.

IN FAITH WHEREOF we have set our hands at Geneva this 23rd day of May 1956.

JACQUES PARISOT  
*President of the World Health Assembly*

MARCOLINO GOMES CANDAU  
*Director-General of the World Health Organization*

TWELFTH PLENARY MEETING, 23 May 1956  
A9/VR/12

Certified true copy:

  
J. Gralstra  
Legal Officer

<sup>[1]</sup> Entered into force with respect to the United States of America May 22, 1957, with reservation, in accordance with paragraph 1 of Article 107 of the International Sanitary Regulations, 1951.

ORGANISATION MONDIALE  
DE LA SANTÉ

ORIGINAL: ANGLAIS

RÉSOLUTIONS  
DE  
L'ASSEMBLÉE MONDIALE DE LA SANTÉ

NEUVIÈME ASSEMBLÉE MONDIALE  
DE LA SANTÉ

WHA9.48

23 MAI 1956

**REGLEMENT ADDITIONNEL DU 23 MAI 1956  
MODIFIANT LE REGLEMENT SANITAIRE INTERNATIONAL  
EN CE QUI CONCERNE LE CONTRÔLE SANITAIRE DU  
MOUVEMENT DES PELERINS**

La Neuvième Assemblée mondiale de la Santé,

Considérant que les mesures spéciales de contrôle sanitaire du mouvement des pèlerins allant au Hedjaz ou en revenant pendant la saison du pèlerinage ne sont plus nécessaires et qu'en conséquence les clauses y relatives du Règlement sanitaire international et les Annexes A et B de celui-ci peuvent être abrogées;

Vu les articles 2 k), 21 a) et 22 de la Constitution de l'Organisation mondiale de la Santé,

ADOPTÉ, ce 23 mai 1956, le Règlement additionnel suivant:

**ARTICLE I**

1. Les amendements suivants sont apportés aux articles 1, 102 et 103, à l'Annexe 2 et aux Annexes A et B du Règlement sanitaire international:

*Article 1*—Supprimer les définitions de "médecin de bord", "navire à pèlerins", "pèlerin", "pèlerinage", "saison du pèlerinage", "station sanitaire".

*Article 102*—Supprimer entièrement cet article.

*Article 103*—Dans le paragraphe 1, supprimer les mots: "Les migrants ou les travailleurs saisonniers" et les remplacer par les mots: "Les migrants, les travailleurs saisonniers ou les personnes prenant part à des rassemblements périodiques importants".

*Annexe 2*—Certificat international de vaccination ou de revaccination contre le choléra.

Dans le texte de cette annexe, supprimer le deuxième paragraphe du texte français, commençant par les mots "Nonobstant les disposi-

tions ci-dessus" et se terminant par les mots "seconde injection", et dans le texte anglais correspondant, le paragraphe commençant par les mots "Notwithstanding the above provisions" et se terminant par les mots "second injection".

*Annexe A*—Contrôle sanitaire du mouvement des pèlerins allant au Hedjaz ou en revenant pendant la saison du pèlerinage.

Supprimer cette annexe entièrement.

*Annexe B*—Normes d'hygiène concernant les navires à pèlerins et les aéronefs transportant des pèlerins

Supprimer cette annexe entièrement.

2. Les Etats liés par le présent Règlement additionnel s'engagent à exiger l'observation de normes appropriées d'hygiène et d'installation matérielle à bord des navires et des aéronefs qui transportent des passagers prenant part à des rassemblements périodiques importants, et ces normes ne doivent pas être inférieures à celles qui étaient appliquées en vertu du Règlement sanitaire international antérieurement à l'entrée en vigueur du présent Règlement additionnel.

## ARTICLE II

Le délai prévu, conformément à l'article 22 de la Constitution de l'Organisation, pour formuler tous refus ou réserves est de six mois à compter de la date à laquelle le Directeur général aura notifié l'adoption du présent Règlement additionnel par l'Assemblée mondiale de la Santé.

## ARTICLE III

Le présent Règlement additionnel entre en vigueur le 1er janvier 1957.

## ARTICLE IV

Les dispositions finales suivantes du Règlement sanitaire international s'appliquent au présent Règlement additionnel: article 106, paragraphe 3; article 107, paragraphes 1 et 2 et première phrase du paragraphe 5; article 108; article 109, paragraphe 2, sous réserve de la substitution de la date mentionnée dans l'ARTICLE III du présent Règlement additionnel à celle qui figure dans ledit article 109; articles 110 à 113 inclus.

EN FOI DE QUOI le présent acte a été signé à Genève, le 23 mai 1956.

JACQUES PARISOT  
*Président de l'Assemblée mondiale  
de la Santé*

MARCOLINO GOMES CANDAU  
*Directeur général de l'Organisation  
mondiale de la Santé*

DOUZIÈME SÉANCE PLÉNIÈRE  
23 mai 1956, A9/VR/12



# IRAN

United States Commission for Cultural Exchange with Iran

*Agreement amending the agreement of September 1, 1949, as amended.*

*Effectuated by exchange of notes*

*Signed at Tehran June 20, 1961;*

*Entered into force June 20, 1961.*

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*The American Ambassador to the Iranian Minister of Foreign Affairs*

No. 772

TEHRAN, June 20, 1961.

**EXCELLENCY:**

I have the honor to refer to the Agreement between the Government of the United States of America and the Imperial Government of Iran dated September 1, 1949, as amended,[<sup>1</sup>] to promote further mutual understanding between the peoples of the United States of America and Iran by means of a wider exchange of knowledge and professional talents through educational contacts. I have the honor to refer also to recent conversations between representatives of our two Governments on the same subject and to confirm the understanding reached that the aforementioned Agreement shall be amended as follows:

1. Article 3 is amended to read as follows:

“All commitments, obligations and expenditures authorized by the Commission shall be made in accordance with an annual budget, to be approved by the Secretary of State of the United States of America; provided, however, that in no case shall a total amount of the currency of Iran in excess of the equivalent of the statutory limitation of \$1,000,000 be expended under the terms of this Agreement during any single calendar year.”

2. Article 8 is further amended by deleting the figure “57,000,000” and substituting the figure “54,313,840”, and by inserting the following after the second paragraph:

“In addition to the funds provided in the first two paragraphs of this Article, the Government of the United States of America and the Government of Iran agree that there may be used for the purposes of this Agreement:

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<sup>1</sup> TIAS 1973, 3956; 63 Stat., pt. 3, p. 2885; 8 UST 2393.

(a) currency of Iran held or available for expenditure by the Government of the United States of America resulting from the conversion of up to 6,000,000 drachmas accruing to the Government of the United States of America as a consequence of sales made pursuant to the Surplus Agricultural Commodities Agreement between the United States of America and Greece dated January 7, 1960 and the note from the Greek Minister of Coordination to the American Ambassador of the same date; [<sup>1</sup>]

(b) currency of Iran held or available for expenditure by the Government of the United States of America resulting from the conversion of up to 1,800,000 liras accruing to the Government of the United States of America as a consequence of sales made pursuant to the Surplus Agricultural Commodities Agreement between the United States of America and Turkey dated December 22, 1959, and an exchange of notes of the same date,[<sup>2</sup>] and

(c) up to an aggregate amount of 48,286,160 rials, accruing to the Government of the United States of America as a consequence of sales made pursuant to the Surplus Agricultural Commodities Agreement dated July 26, 1960, and supplement thereto dated September 26, 1960,[<sup>3</sup>] between the United States of America and Iran;

(d) Any other currency of Iran held or available for expenditure by the Government of the United States of America."

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Iran, the Government of the United States of America will consider that this note and your 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 assurances of my highest consideration.

J. C. HOLMES  
*Ambassador*

His Excellency  
HOSSEIN GHODS-NAKHAI,  
*Minister of Foreign Affairs,*  
*Tehran.*

<sup>1</sup> TIAS 4403; 11 UST 25, 30.

<sup>2</sup> TIAS 4391; 10 UST 3004, 3009.

<sup>3</sup> TIAS 4544, 4592; 11 UST 1944, 2208.



## وزارت امور خارجه

۲

ب - مقدار بیول رایج ایران که در نتیجه تعییر نامیزان ۰۰۰ هزار لیره که در انر فروشیانی که متعاقب موافقنامه مازاد محصولات کشاورزی منعقده میان ایالات متحده آمریکا و ترکیه در ۲۲ دسامبر ۱۹۵۹ و یادداشتی متبادل در همان تاریخ صورت گرفته بدولت ایالات متحده آمریکا تعلق میگیرد و برای مصارف دولت ایالات متحده آمریکا اندوخته شده یا موجود است

ج - تا مجموع ۴۸۲۶۱ هزار ریال که در نتیجه فروشیانی که متعاقب موافقنامه مازاد محصولات کشاورزی مونخ ۲۶ زوئیه ۱۹۶۰ موافقنامه تکمیلی مونخ ۲۶ سپتامبر ۱۹۶۰ شمعنده میان ایالات متحده آمریکا و ایران صورت گرفته و بدولت ایالات متحده آمریکا تعلق میگیرد

د - هر مقدار دیگر از بیول رایج ایران که برای مصرف از طرف دولت ایالات متحده آمریکا اندوخته شده یا موجود است .

بجز دریافت یادداشت آنچنان بمناسبت براینکه مغرات مزبور مورد قبول دولت ایران قرار گرفته است دولت ایالات متحده آمریکا این یادداشت و یادداشت آنچنان را به نزله موافقنامهای در این خصوصیات دو دولت ثالثی خواهد کرد و از تاریخ یادداشت جوابیه جتابعالی بمحض اجراء آنچنانه خواهد نداشت .

انعام رویدنوسیله از طرف دولت شاهنشاهی ایران مندرجات نامه فوق را که به نظر مراجعت میشود در این موضوع بین دولتين است تبول مینمایم .

موقع را برای تجدید آنچنان احتمالات فائقتستم میشمام

جناب آنای جولبوس سی . هولمز  
سنیر کبیر دولت ایالات متحده آمریکا  
تهران

*The Iranian Minister of Foreign Affairs to the American Ambassador*



اداره عهد و امور حقوقی  
شماره ۱۸۱ / ۵۰۵  
تاریخ ۱۳۴۰ / ۲ / ۲۰

جناب آقای سفیر کیم

"مفتخران" وصول نامه شماره ۲۲۲ مونخ ۲۰ زوئن ۱۹۶۱ انجانب را که عیناً

در زیر دفع می‌شود:

\* جناب آقای وزیر امور خارجه

اختخار دام توجه خاطر شرف را به موافقتname مونخ اول سپتامبر ۱۹۶۱ بین دولت ایالات متحده امریکا و دولت شاهنشاهی ایران که بنظر تزیید تفاهم متناسب می‌باشد میان مردم ایالات متحده امریکا و ایران از طریق توسعه مبادلات علمی و استعداد شای حرفه ای بوسیله ارتباط های فرهنگی تسلیم و اصلاح تزدید است جلیل نایم همچنین مفتخر عطف بعضاً اکرات اخیری که بین شاهزادگان دو دولت در همین خصوصیات تزیید نایم که بموجب موافقت حاصله موافقتname نویں ذکر باشیست بین وزرا صحن شود:

۱ - ماده ۳ بین زیر اصلاح میگردد:

"کلیه تعهدات - الزامات و مخاطن مجاز از طرف کمیسیون باشیست تطبیق بودجه سالیانه ای که بتصویب وزیر امور خارجه ایالات متحده امریکا مرسی صورت گیرد ولی مشروط براینکه طبق مواد این موافقتname در هیچ موردی جمع و جوشی که بمصرف خواهد رسید به بین رایح ایران از معادل ۵۰۰۰ ریال پلاس که بموجب قانون تعیین و تحدید شده است در هر سال تقویص نجائز ننماید."

۲ - ماده ۸ نیز با حذف رقم ۵۷۰۰۰ و تغیردادن رقم ۵۴۲۱۳۵۰ -

به جای آن و افزودن مطالب زیر بعد از بند دم مجدد "اصلاح میگردد:

"علاوه بر وجود پیش‌بینی شده در دو بند اولیه این ماده دولت ایالات متحده امریکا و دولت ایران موافقت دارند که برای مقاصد این موافقتname ممکن است مبالغی بشرح زیر مصرف گردد:

الف - مقدار بیول رایح ایران که درنتیجه تسعیر تامیزان ۵۰۰ ریال در رهم که در اثر نرخ شاهی کمتر از موافقتname مازاد محصولات کشاورزی منعقد میان ایالات متحده امریکا و بینان در ۷ زانویه ۱۹۶۰ و یادداشت وزیر همکاری بینان به سفیر کمیر امریکا در همان تاریخ صورت گرفته بدولت ایالات متحده امریکا تعلق میگرد و برای مصارف دولت ایالات متحده امریکا اند و خته شده یا موجود است

*Translation*

MINISTRY OF FOREIGN AFFAIRS

BUREAU OF TREATIES  
AND LEGAL AFFAIRS  
No. 6181/555-18

30 KHORDAD 1340  
[JUNE 20, 1961]

EXCELLENCY:

I have the honor to acknowledge the receipt of your note No. 772 dated June 20, 1961, which is transcribed exactly as follows:

[For the English language text of the note, see *ante*, p. 1127.]

On behalf of the Imperial Government of Iran I hereby accept the contents of the above-stated letter on this matter as the agreement between the two Governments.

I avail myself of the opportunity to renew the expression of my highest consideration.

HOSSEIN GHODS-NAKHAI

His Excellency  
JULIUS C. HOLMES,  
*Ambassador of the*  
*United States of America,*  
*Tehran.*

CHINA  
Surplus Agricultural Commodities [<sup>1</sup>]

*Agreement signed at Taipei July 21, 1961;  
Entered into force July 21, 1961.  
With exchanges of notes.*

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AGRICULTURAL COMMODITIES AGREEMENT  
BETWEEN  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND  
THE GOVERNMENT OF THE REPUBLIC OF CHINA  
UNDER TITLE I OF  
THE AGRICULTURAL TRADE DEVELOPMENT  
AND ASSISTANCE ACT, AS AMENDED

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<sup>1</sup> Also TIAS 4901; *post*, Part 3.

The Government of the United States of America and the Government of the Republic of China:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Considering that the purchase for New Taiwan dollars of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the New Taiwan dollars accruing from such purchase will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to the Government of the Republic of China pursuant to Title I of the Agricultural Trade Development and Assistance Act,[<sup>1</sup>] as amended (hereinafter referred to as the Act), and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

### ARTICLE I

#### *SALES FOR NEW TAIWAN DOLLARS*

1. Subject to the availability of commodities for programming under the Act and to issuance by the Government of the United States of America and acceptance by the Government of the Republic of China of purchase authorizations, the Government of the United States of America undertakes to finance the sales for New Taiwan dollars to purchasers authorized by the Government of the Republic of China of the following agricultural commodities in the amounts indicated:

<i>Commodity</i>	<i>Export Market Value (millions of U.S.\$)</i>
Cotton	11.2
Wheat	6.1
Tobacco	1.7
Vegetable oils	0.6
Nonfat dry milk	0.05
Corn	0.25
Ocean freight	1.4
 Total	 21.3

<sup>1</sup> 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

2. Applications for purchase authorizations will be made within 90 calendar days of the effective date of this Agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this Agreement will be made within 90 days of the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the New Taiwan dollars accruing from such sale, and other relevant matters.

3. Purchase and shipment of the commodities mentioned above will be made within 18 calendar months of the effective date of this Agreement.

## ARTICLE II

### *USES OF NEW TAIWAN DOLLARS*

1. The New Taiwan dollars accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the amounts shown:

a. For United States expenditures under subsections (a), (b), (d), (f) and (h) through (r) of Section 104 of the Act or under any of such subsections, 19 per cent of the New Taiwan dollars accruing pursuant to this Agreement.

b. For loans to be made by the Export-Import Bank of Washington under Section 104(e) of the Act and for administrative expenses of the Export-Import Bank of Washington in the Republic of China incident thereto, 10 per cent of the New Taiwan dollars accruing pursuant to this Agreement. It is understood that:

- (1) Such loans under Section 104(e) of the Act will be made to United States business firms and branches, subsidiaries or affiliates of such firms in the Republic of China for business development and trade expansion in the Republic of China, and to United States firms and Republic of China firms for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of and markets for United States agricultural products.
- (2) Loans will be mutually agreeable to the Export-Import Bank of Washington and the Government of the Republic of China, acting through the Bank of Taiwan. The Chairman of the Bank of Taiwan or his designate will act for

the Government of the Republic of China, and the President of the Export-Import Bank of Washington or his designate will act for the Export-Import Bank of Washington.

- (3) Upon receipt of an application which the Export-Import Bank is prepared to consider, the Export-Import Bank will inform the Bank of Taiwan of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan and the general purposes for which the loan proceeds would be expended.
- (4) When the Export-Import Bank is prepared to act favorably upon an application, it will so notify the Bank of Taiwan and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to that prevailing in the Republic of China on comparable loans and the maturities will be consistent with the purposes of the financing.
- (5) Within sixty days after the receipt of the notice that the Export-Import Bank is prepared to act favorably upon an application, the Bank of Taiwan will indicate to the Export-Import Bank whether or not the Bank of Taiwan has any objection to the proposed loan. When the Export-Import Bank approves or declines the proposed loan, it will notify the Bank of Taiwan.
- (6) In the event the New Taiwan dollars set aside for loans under Section 104(e) of the Act are not advanced within three years from the date of this Agreement because the Export-Import Bank of Washington has not approved loans or because proposed loans have not been mutually agreeable to the Export-Import Bank of Washington and the Bank of Taiwan, the Government of the United States of America may use the New Taiwan dollars for any purpose authorized by Section 104 of the Act.
  - c. For procurement of military equipment, materials, facilities, and services in accordance with Section 104(c) of the Act, 54 per cent of the New Taiwan dollars accruing pursuant to this Agreement.
  - d. For a loan to the Government of the Republic of China under Section 104(g) of the Act for financing such projects to promote economic development as may be mutually agreed, including projects not heretofore included in plans of the Government of the Republic of China, 17 per cent of the New Taiwan dollars accruing pursuant to this Agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement.

2. In the event that agreement is not reached on the use of the New Taiwan dollars for loan purposes within three years from the date of this Agreement, the Government of the United States of America may use the New Taiwar dollars for any purpose authorized by Section 104 of the Act.

### ARTICLE III

#### *DEPOSIT OF NEW TAIWAN DOLLARS*

1. The deposit of New Taiwan dollars to the account of the Government of the United States of America in payment for the commodities and for ocean transportation costs financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) shall be made at the rate of exchange for United States dollars generally applicable to import transactions (excluding imports granted a preferential rate) in effect on the dates of dollar disbursement by United States banks or by the Government of the United States of America, as provided in the purchase authorizations.

2. In the event that a subsequent Agricultural Commodities Agreement or Agreements should be signed by the two Governments under the Act, any refunds of New Taiwan dollars which may be due or become due under this Agreement more than two years from the effective date of this Agreement will be made by the Government of the United States of America from funds available from the most recent Agricultural Commodities Agreement in effect at the time of the refund.

### ARTICLE IV

#### *GENERAL UNDERTAKINGS*

1. The Government of the Republic of China agrees that it will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes (except where such resale, transshipment or use is specifically approved by the Government of the United States of America) of the agricultural commodities purchased pursuant to the provisions of this Agreement and to assure that the purchase of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States of America.

2. The two Governments agree that they will take reasonable precautions to assure that all sales or purchases of agricultural commodities made pursuant to this Agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

3. In carrying out this Agreement the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Government of the Republic of China agrees to furnish, upon request of the Government of the United States of America, information on the progress of the program, particularly with respect to arrival and condition of commodities and provisions for the maintenance of usual marketings, and information relating to exports of the same or like commodities.

#### ARTICLE V

##### *CONSULTATION*

The two Governments will, upon the request of either of them, consult regarding any matter relating to the application of this Agreement or to the operation of arrangements carried out pursuant to this Agreement.

#### ARTICLE VI

##### *ENTRY INTO FORCE*

The Agreement shall enter into force upon signature.

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

DONE in duplicate in the English and Chinese languages, at Taipei, this twenty-first day of July, 1961, corresponding to the twenty-first day of the seventh month of the fiftieth year of the Republic of China.

FOR THE GOVERNMENT OF THE FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA : REPUBLIC OF CHINA:

JOSEPH A. YAGER

[<sup>1</sup>]

[SEAL]

[SEAL]

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<sup>1</sup> Shen Chang-huan.

第六條 生效

本協定自簽字之日起生效。  
 本協定經雙方合法授權代表簽字，以昭信守。  
 本協定用英文及中文各緝二份。

公曆一九六一年七月二十一日即中華民國五十年七月二十一日訂於台北

美利堅合眾國政府代表：

中華民國政府代表：

(一) 中華民國政府同意採取一切可能措施，對根據本協定之規定所購買之農產品，防止其轉售或轉運他國，以及使用於非國內之用途（除非美利堅合眾國政府明白認可此項轉售轉運或使用），並保證此項產品之購買，不致使與美國不友好之國家取得同樣或類似產品之可能性因之增加。

(二) 雙方政府同意採取合理之預防措施，以保證根據本協定所為之農產品交易，不致排斥美利堅合眾國此項農產品之通常交易，或過份擾亂農產品之世界市場或與各友邦間商業貿易之正常型態。

(三) 雙方政府於實施本協定時，應設法保證使私人貿易商得作有效經營之商本環境，並盡力發展及擴充農產品在市場上之繼續需要。

(四) 中華民國政府同意於美利堅合眾國政府提出要求時，供給有關本計劃進度之資料，尤其有關產品到達情形及到達之狀態暨維持通常交易之各種措施之資料，並供給有關同樣及類似產品輸出情形之資料。

#### 第五條 確商

雙方政府將徇對方之要求，就有關本協定之實施或有關根據本協定所作業務措施之任何事項舉行磋商。

濟開發方案，包括前此未經中華民國政府列入計劃之各項方案在內。該項貸款之條件及其他條款將另訂貸款協定予以規定。  
 (二)雙方若於本協定簽訂後三年內未能就該項撥供貸款之新台幣之使用獲致協議時，則美利堅合衆國政府得將該項新台幣使用於「該法案」第一〇四節所許可之任何目的。

### 第三條 新台幣之繳存

(一)凡為償付產品價款以及海運費中美利堅合衆國政府資助部份(因須使用美籍船舶而引起之運費超額除外)而繳存美利堅合衆國政府賬戶之新台幣，應依購買授權書之規定，按照美國銀行或美利堅合衆國政府支付美金當日適用於一般輸入交易(依優惠匯率之輸入不在其列)之美金匯率計算之。  
 (二)若兩國政府根據「該法案」續行簽訂一項或一項以上之農產品協定時，則美利堅合衆國政府對於在本協定項下可能或行將於本協定生效二年後到期之任何新台幣退款，將可自在退款時已生效之最近農產品協定項下可使用之資金內支付之。

## ○四節

(g) 依照本協定所獲得之新台幣之百分之五十四，依照「該法案」第一〇四節(c)項採購軍事裝備、材料、設備及勞務。

- (h) 進出口銀行於接獲其提予考慮之申請時，應將申請者之名稱，所提事業之性質，貸款之數額，貸款之一般用途通知台灣銀行。
- (i) 進出口銀行擬核准某一申請時，應通知台灣銀行，並說明對所提貸款擬定之利率及償還期限。其利率應與中華民國境內類似貸款之利率相當，其償還期限應與資助之目的相符。
- (j) 台灣銀行於接獲進出口銀行擬核准某一申請之通知後，應於六十日內表明其對於所提貸款是否同意。進出口銀行核准或拒絕此項貸款時，應通知台灣銀行。
- (k) 依照「該法案」第一〇四節(i)項之規定撥供貸款之新台幣，如因擬貸各款未得華盛頓進出口銀行之核准，或未得華盛頓進出口銀行與台灣銀行雙方之同意，以致未能於本協定簽訂後三年內貸出，美利堅合衆國政府得將該項新台幣使用於「該法案」第一〇四節所許可之任何目的。

合衆國政府依照下列用途及數額使用，其使用方式及優先次序由美國政府決定之。

(甲) 依照本協定所獲得之新台幣之百分之十九，按照「該法案」第一〇四節(a)、(b)、(d)、(f)及(h)至(r)等項或各該項中任何一項之規定，用於美國政府之各項開支。

(乙) 依照本協定所獲得之新台幣之百分之十，由華盛頓進出口銀行依照「該法案」第一〇四節(e)項之規定，用於貸款，並用於該銀行在中華民國因此引起之行政費用。關於本款，雙方了解：

(1) 此項依照「該法案」第一〇四節(e)項規定之貸款應貸予美國商行及其在中華民國之分支行、附屬行號暨聯號，為其在中華民國推進業務及擴展貿易之用，並貸予美國商行暨中國商行，用以成立各項設施，俾助益美國農產品之利用及分配，或以其他方式增拓其消費及市場。

(2) 此項貸款應得華盛頓進出口銀行與中華民國政府之代表—台灣銀行—雙方之同意。中華民國政府方面，由台灣銀行董事長或其指定人員代表之。華盛頓進出口銀行方面，由該行董事長或其指定人員代表之。

	海運費	玉蜀黍	脫脂奶粉	食油	小麥	棉花	糖	玉米	花生	大豆	一 一 一 一 一 一 一 一 一 一 一
總計											二 二 二 二 二 二 二 二 二 二 二
(二)除依照本協定之任何修正協定之規定而供給之任何增添農產品或增購農產品量之購買授權書，其申請須於該項修正協定生效日起九十日內為之外，購買授權書之申請須於本協定生效日起九十日內為之。該項購買授權書應載明有關產品之出售及交貨情形，此項出售所獲新台幣之繳存時間及狀況，暨其他有關事項。											一 一 一 一 一 一 一 一 一 一 一
(三)上述農產品之購買與裝運須於本協定生效日起十八個曆月內為之。											五 五 五 五 五 五 五 五 五 五 五

(一) 美利堅合眾國政府根據本協定出售農產品而沒得之新台幣，應由美利堅

## 第二條 新台幣之用途

美利堅合眾國政府與中華民國政府

鑑於兩國間及與其他友邦間之農產品貿易，應循不排斥美利堅合眾國對此項產品之通常交易，或不過份擾亂農產品之世界市價或與各友邦間商業貿易之正常型態之方式下，予以擴展；

鑑於以新台幣購買美利堅合眾國境內所產農產品之辦法有助於達到此項擴展貿易之目的；

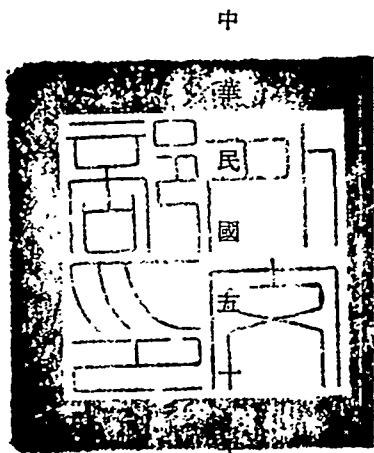
鑑於由此項購買所獲新台幣之使用方式對兩國均有裨益；  
願就依據業經修正之農產貿易推進協助法案（以下簡稱「該法案」）第一章以農產品售與中華民國政府一事之下列諒解，並就雙方政府為擴展此項產品貿易而各別或共同採取之措施，予以規定；  
茲議定條款如下：

#### 第一條 出售農產品換取新台幣

(一) 在「該法案」計劃下農產品可以供應時，美利堅合眾國政府承諾將下列農產品資助售予經中華民國政府核定之購買人換取新台幣；但仍須由美利堅合眾國政府簽發購買授權書，並由中華民國政府接受之。該項農產品數量如下：

出口市價（以百萬美元為單位）	
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中華民國政府根據美國業經修正之農產貿易推進協助法案第一章成立之農產品協定  
美利堅合眾國政府



中

美利堅合眾國駐中華民國代辦葉格先生

貴代辦表示敬意。

本部長順向

相應照請

貴代辦查照，並惠就上述了解予以證實為荷。

此致

沈昌煥

七月二十一日於台北

茲並同意，在同一會計年度內，另以自備外匯由自由世界各來源地

輸入價值一百萬美元之煙葉，其中至少價值八十萬美元之煙葉，將

在依照上述農產品協定之條款所得價值一百七十萬美元之煙葉以外

，由美國輸入。

雙方更了解：在本協定下棉花之出售，其條件為：本國政府將

以其自備外匯，由自由世界各來源地輸入棉花，其輸入重量應與本

國在依本協定輸入及利用棉花期間所輸出棉織品總量內所含原棉之

重量相等。

*The Chinese Minister of Foreign Affairs to the American Charge d'Affaires ad interim [1]*

照會

外  
<sup>(50)</sup>  
美一

010630

巡啓者：關於 貴我兩國政府代表於本日簽訂之農產品協定，  
 依該項協定，美利堅合衆國政府承允資助將價值二千一百三十萬美  
 元之農產品售交中華民國一事，本部長茲特奉達如下：

本國政府表示與美利堅合衆國政府一致認為上述農產品之售交  
 不應過度擾亂農產品之世界市價，排斥美國對此項產品之通常交易  
 ，或損害各友邦間之貿易關係，並特聲明：本國政府將禁止在美國  
 一九六二會計年度內將輸入之煙葉予以輸出。關於此節，本國政府

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<sup>1</sup> The English translation of the note is quoted in the United States note; post, p. 1149.

*The American Chargé d'Affaires ad interim to the Chinese Minister  
of Foreign Affairs*

No. 3

TAIPEI, July 21, 1961.

EXCELLENCY:

I have the honor to refer to your note number *wai-(50)-mei-i-010630*, dated July 21, 1961, which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement signed today between representatives of our two Governments under which the Government of the United States of America undertakes to finance the delivery to the Republic of China of U.S. \$21.3 million worth of agricultural commodities and to inform you of the following:

"In expressing its agreement with the Government of the United States of America that the above-mentioned delivery of agricultural commodities should not unduly disrupt world prices of agricultural commodities, displace usual marketings of the United States in these commodities, or impair trade relations among friendly nations, my Government states that it will not permit the export of imported tobacco during the United States fiscal year 1962. In this regard, my Government agrees that during the same fiscal year it will import with its own foreign exchange resources U.S. \$1.0 million worth of tobacco from free world sources including not less than U.S. \$800,000 from the United States in addition to the U.S. \$1.7 million worth to be obtained under the terms of the cited Agricultural Commodities Agreement.

"It is further understood that the sale of cotton under this Agreement is made on the condition that my Government will import with its own resources from free world sources the equivalent weight of the raw cotton content of total cotton textiles exported during the period that cotton under this Agreement is being imported and utilized.

"I shall appreciate receiving your confirmation of the above understandings."

I also have the honor to confirm to you the concurrence of the Government of the United States of America in the above understandings.

Accept, Excellency, the assurances of my highest consideration.

JOSEPH A. YAGER

His Excellency

SHEN CHANG-HUAN,

*Minister of Foreign Affairs,  
Taipei.*

*The American Chargé d'Affaires ad interim to the Chinese Minister  
of Foreign Affairs*

No. 4

TAIPEI, July 21, 1961.

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of the Republic of China signed today.

I wish to confirm my Government's understanding of the agreement reached in conversations which have taken place between this Embassy and the Government of the Republic of China with respect to New Taiwan dollars accruing for uses under Article II, subparagraph 1-a of the Agreement.

The Government of the Republic of China will provide facilities for the conversion of up to U.S. \$426,000 worth of New Taiwan dollars into other currencies. These facilities for conversion are needed for the purpose of securing funds to finance agricultural market development activities of the Government of the United States in other countries.

The Government of the United States of America may utilize New Taiwan dollars in the Republic of China to pay for international travel originating either in the Republic of China or outside the Republic of China when involving travel to or through the Republic of China, including connecting travel, and for air travel within the United States or other areas outside the Republic of China when it is part of a trip in which the traveler journeys from, to or through the Republic of China. It is understood that these funds are intended to cover only travel by persons engaged in activities financed under Section 104 of the Agricultural Trade Development and Assistance Act, as amended.

I shall appreciate receiving Your Excellency's confirmation of the above understanding.

Accept, Excellency, the assurances of my highest consideration.

JOSEPH A. YAGER

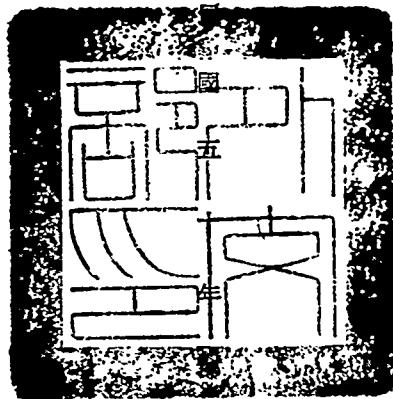
His Excellency

SHEN CHANG-HUAN,

*Minister of Foreign Affairs,*

*Taipei.*

中  
華



月  
二  
十一  
日  
於  
台  
北

美利堅合衆國駐中華民國代辦葉格先生

貴代辦表示敬意  
•

此致

本部長順向

沈昌煥

民國所作旅行之一部份者，雙方了解，此項經費僅使用於依照  
業經修正之農產貿易推進協助法案第一〇四節各項規定所資助  
之各項活動參與人之旅行。

相應照請

貴部長查照，並惠就上述了解予以證實為荷。」

等由。

本部長茲代表中華民國政府證實，上開各節亦即中國政府之了

中華民國政府願就總計與四二六、〇〇〇美元等值之新台幣兌換其他外幣一事提供便利。此項兌換便利係為籌集資金以資助美國政府在其他國家發展農產品市場之活動。

美國政府得在中華民國境內利用新台幣支付自中華民國境內起程、或自中華民國境外起程而係前往中華民國、或道經中華民國之國際旅行費用，其中包括聯運性之旅行；及在美國境內或中華民國以外其他地區境內之航空旅行費用，而此項航空旅行係旅行人自中華民國起程、或前往中華民國、或道經中華

*The Chinese Minister of Foreign Affairs to the American Charge  
d'Affaires ad interim*

照會

外  
(50)  
美一

010631

逕覆者：接准

貴代辦本日第四號照會內開：

代辦願奉達如下：

關於爲供本協定第二條第一項甲款之用途而獲得之新台幣  
一節，本代辦茲證實本國政府對本大使館與  
貴國政府會談所獲協議之了解如后：

*Translation*

No. waI-(50)-meI-I-010631

TAIPEI, July 21, 1961

SIR:

I have the honor to acknowledge receipt of your note No. 4 of today's date reading as follows:

[For the English language text of the note, see *ante*, p. 1150.]

In reply, I have the honor to confirm, on behalf of the Government of the Republic of China, that the foregoing is also the understanding of my Government.

Accept, Sir, the assurances of my high consideration.

SHEN CHANG-HUAN

[SEAL]

Mr. JOSEPH A. YAGER,  
*Chargé d'Affaires ad interim,*  
*American Embassy,*  
*Taipei.*

# FEDERAL REPUBLIC OF GERMANY

## Reciprocal Legal Assistance in Penal Matters and Information from Penal Register

*Agreement effected by exchange of notes*

*Dated at Bonn/Bad Godesberg and Bonn November 7 and December 28, 1960, and January 3, 1961;  
Entered into force January 3, 1961.*

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*The American Embassy to the German Ministry of Foreign Affairs*

No. 103

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Federal Republic of Germany and has the honor to confirm the following on behalf of the United States agencies concerned:

1. With regard to legal assistance in penal matters, reciprocity will be granted to the Federal Republic of Germany, including Land Berlin, in the sense that the submission by an agency of the United States of a request for information or for the transmittal of objects or for other legal assistance in penal matters automatically implies the assurance to give corresponding legal assistance in the reverse case when so requested by the Government of the Federal Republic of Germany. This statement does not cover any acts of legal assistance which fall within the provisions of the Extradition Treaty between the United States and the German Reich of July 12, 1930.<sup>[1]</sup>
2. Upon the receipt from a German authority of a request for penal register information in non-criminal matters, the Federal Bureau of Investigation will give information to the same extent as it would give to a corresponding American authority.
3. Requests of the Bundeskriminalamt (on its own behalf or on behalf of other agencies), of German courts and of German Prosecutors for penal register information may be addressed to the Legal Attaché at the Embassy of the United States of America in Bonn on behalf of the Federal Bureau of Investigation. Any other requests shall be transmitted through the diplomatic channel and the United

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<sup>[1]</sup> TS 836; 47 Stat. 1862.

States Department of State, unless existing agreements provide otherwise.

WRT

EMBASSY OF THE UNITED STATES OF AMERICA,  
*Bonn/Bad Godesberg, November 7, 1960.*

*The German Ministry of Foreign Affairs to the American Embassy*

AUßÄRTIGES AMT

503-SL/2-81.36

V e r b a l n o t e

Das Auswärtige Amt bestätigt den Empfang der Note der Botschaft der Vereinigten Staaten von Amerika vom 7. November 1960, die folgenden Wortlaut hat:

1. Im Rechtshilfeverkehr in Strafsachen wird der Bundesrepublik Deutschland einschließlich des Landes Berlin die Gegenseitigkeit in dem Sinn gewährleistet, daß die Stellung eines Ersuchens einer Dienststelle der Vereinigten Staaten von Amerika um Erteilung von Auskünften, Herausgabe von Gegenständen und sonstige Rechtshilfe in Strafsachen ohne weiteres die Zusicherung einschließt, im umgekehrten Fall auf Ersuchen der Regierung der Bundesrepublik Deutschland entsprechende Rechtshilfe zu leisten. Diese Erklärung erstreckt sich nicht auf die Rechtshilfehandlungen, die durch den Vertrag zwischen den Vereinigten Staaten von Amerika und dem Deutschen Reich über die Auslieferung straffälliger Personen vom 12. Juli 1930 geregelt sind.
2. Auf Ersuchen deutscher Behörden um Auskunft aus dem Strafreister in nicht-strafrechtlichen Angelegenheiten erteilt das Federal Bureau of Investigation Auskunft in dem gleichen Umfang wie sie die entsprechende amerikanische Behörde erhalten würde.
3. Ersuchen des Bundeskriminalamts (in eigener Sache oder im Namen anderer Behörden), deutscher Gerichte und deutscher Staatsanwaltschaften um Auskunft aus dem Strafreister können an den im Namen des Federal Bureau of Investigation handelnden Legal Attaché bei der Botschaft der Vereinigten Staaten von Amerika in Bonn gerichtet werden. Sonstige Ersuchen sind auf dem diplomatischen Weg über das Departement of State einzureichen, soweit bestehende Vereinbarungen nichts anderes vorsehen.

Das Auswärtige Amt beeckt sich, in Beantwortung dieser Note zu erklären:

1. Im Rechtshilfeverkehr in Strafsachen wird den Vereinigten Staaten von Amerika die Gegenseitigkeit in dem Sinn gewährleistet, daß die Stellung eines Ersuchens um Erteilung von Auskünften, Herausgabe von Gegenständen und sonstige Rechtshilfe in Strafsachen ohne weiteres die Zusicherung einschließt, im umgekehrten Fall auf Ersuchen der Regierung der Vereinigten Staaten von Amerika entsprechende Rechtshilfe nach den innerstaatlichen Rechtsvorschriften zu leisten. Diese Erklärung erstreckt sich nicht auf die Rechtshilfehandlungen, die durch den Vertrag zwischen dem Deutschen Reich und den Vereinigten Staaten von Amerika über die Auslieferung straffälliger Personen vom 12. Juli 1930 geregelt sind.
2. Auf Ersuchen um Auskunft aus dem Strafregister zum Zwecke der Einwanderung oder Eheschließung wird der ersuchenden Privatperson die Auskunft aus dem Strafregister gemäß § 36 der Strafregisterverordnung erteilt und unmittelbar einer von ihr bezeichneten amerikanischen Stelle in Deutschland übersandt, wenn diese Stelle bescheinigt hat, daß die Auskunft für den genannten Zweck benötigt wird.

Auf Ersuchen amerikanischer Stellen um Auskunft aus dem Strafregister in anderen nicht-strafrechtlichen Angelegenheiten wird diese im Rahmen der innerstaatlichen Vorschriften erteilt.

3. Wegen der Ersuchen amerikanischer Stellen um Auskunft aus dem Strafregister in strafrechtlichen Angelegenheiten kann sich der Legal Attaché bei der Botschaft der Vereinigten Staaten von Amerika in Bonn im Namen des Federal Bureau of Investigation handelnd an das Bundeskriminalamt oder unmittelbar an die Strafregisterbehörde wenden. Sonstige Ersuchen sind auf dem diplomatischen Weg über das Auswärtige Amt einzureichen, soweit bestehende Vereinbarungen nichts anderes vorsehen.

Das Auswärtige Amt benutzt diesen Anlaß, die Botschaft der Vereinigten Staaten von Amerika erneut seiner ausgezeichneten Hochachtung zu versichern.

BONN, den 28. Dezember 1960

[SEAL]

An die  
BOTSCHAFT  
DER VEREINIGTEN STAATEN  
VON AMERIKA

*Translation*

THE FOREIGN MINISTRY  
503-SL/2-91.36

Note Verbale

The Foreign Ministry acknowledges receipt of the note of November 7, 1960 from the Embassy of the United States of America, which reads as follows:

[For the English language text of paragraphs 1-3, see *ante*, p. 1156.]

The Foreign Ministry has the honor to state in reply to this note:

[The English translation of paragraphs 1-3 is quoted in the United States note; *infra*.]

The Foreign Ministry avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its high consideration.

BONN, December 28, 1960

[SEAL]

THE EMBASSY OF THE  
UNITED STATES OF AMERICA

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*The American Embassy to the German Ministry of Foreign Affairs*

No. 135

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Federal Republic of Germany and has the honor to acknowledge receipt of the latter's Note Verbale of December 28, 1960 (503-SL/2-91.36) in which the Federal Ministry of Foreign Affairs states the following:

"1. With regard to legal assistance in penal matters, reciprocity will be granted to the United States of America in the sense that the submission of a request for information or for the transmittal of objects or for other legal assistance in penal matters automatically implies the assurance to give corresponding legal assistance in the reverse case in accordance with the German domestic provisions when so requested by the Government of the United States of America. This statement does not cover any acts of legal assistance which fall within the provisions of the Extradition Treaty between the German Reich and the United States of July 12, 1930.

2. In cases of requests for penal register information for purposes of immigration or marriage, information will be given to the requesting individual concerned pursuant to Article 36 of the Penal Register Ordinance and will be transmitted directly to a United States agency in Germany designated by such individual if such agency certifies that the information is needed for the said purpose.

In cases of requests of United States agencies for penal register information in other non-criminal matters, information will be given in accordance with the German domestic provisions.

3. As far as requests of United States agencies for penal register information in criminal matters are concerned, the Legal Attaché at the Embassy of the United States of America in Bonn on behalf of the Federal Bureau of Investigation may address himself to the Bundeskriminalamt or directly to the Penal Register Authorities. Any other requests shall be transmitted through the diplomatic channel and the Federal Ministry of Foreign Affairs, unless existing agreements provide otherwise."

WRT

EMBASSY OF THE UNITED STATES OF AMERICA,  
*Bonn/Bad Godesberg, January 3, 1961.*

# ICELAND

## Surplus Agricultural Commodities [<sup>1</sup>]

*Agreement amending the agreement of April 7, 1961.*

*Effectuated by exchange of notes*

*Signed at Reykjavik July 6 and 18, 1961;*

*Entered into force July 18, 1961.*

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*The American Ambassador to the Icelandic Minister for Foreign Affairs*

No. 76

REYKJAVIK, July 6, 1961.

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement entered into by our two Governments on April 7, 1961,[<sup>2</sup>] and to propose that the Agreement be amended as follows in the interest of simplifying administrative procedures involved in the use of funds accruing from sales of the agricultural commodities provided under the terms of the Agreement.

1. In paragraph 1(a) of Article II of the Agreement, change "the kronur equivalent of \$435,000" to "25 percent of the kronur accruing pursuant to this Agreement."
2. In paragraph 1(b) of Article II, change "the kronur equivalent of not more than \$1,305,000" to "75 percent of the kronur accruing pursuant to this Agreement."
3. Delete paragraph 2 of Article II in its entirety.

Except as provided herein, the provisions of the Agreement of April 7, 1961, as amended,[<sup>3</sup>] shall remain unchanged.

If the foregoing is acceptable to Your Excellency's Government, it is proposed that this note together with Your Excellency's affirmative reply shall constitute an Agreement between our two Governments on this matter to enter into force on the date of Your Excellency's note in reply.

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<sup>1</sup> Also TIAS 4878; *post*, p. 1646.

<sup>2</sup> TIAS 4728; *ante*, p. 359.

<sup>3</sup> This reference is to the amendments herein.

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

JAMES K. PENFIELD

His Excellency

GUDMUNDUR I. GUDMUNDSSON,  
Minister for Foreign Affairs,  
Reykjavik.

*The Icelandic Minister for Foreign Affairs to the American Ambassador*

UTANRÍKISRÁÐUNEYTIÐ [<sup>1</sup>]

Reykjavik, July 18, 1961.

EXCELLENCE:

I have the honor to acknowledge receipt of Your Excellency's note, dated July 6, 1961, which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement entered into by our two Governments on April 7, 1961, and to propose that the Agreement be amended as follows in the interest of simplifying administrative procedures involved in the use of funds accruing from sales of the agricultural commodities provided under the terms of the Agreement.

1. In paragraph 1(a) of Article II of the Agreement, change "the kronur equivalent of \$435,000" to "25 percent of kronur accruing pursuant to this Agreement."
2. In paragraph 1(b) of Article II, change "the kronur equivalent of not more than \$1,305,000" to "75 percent of the kronur accruing pursuant to this Agreement."
3. Delete paragraph 2 of Article II in its entirety.

Except as provided herein, the provisions of the Agreement of April 7, 1961, as amended, shall remain unchanged.

If the foregoing is acceptable to Your Excellency's Government, it is proposed that this note together with Your Excellency's affirmative reply shall constitute an Agreement between our two Governments on this matter to enter into force on the date of Your Excellency's note in reply.

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<sup>1</sup> Ministry for Foreign Affairs.

I have the honor to inform Your Excellency of my Government's agreement to the foregoing and avail myself of this opportunity to renew to Your Excellency the assurance of my high consideration.

GUDM. I. GUDMUNDSSON

His Excellency

JAMES K. PENFIELD,

*Ambassador Extraordinary and Plenipotentiary,  
Embassy of the United States of America,  
Reykjavík.*

# CHINA

## Defense: Loan of Additional Vessels

*Agreement effected by exchange of notes  
Signed at Taipei June 8, 1961;  
Entered into force June 8, 1961.*

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*The American Ambassador to the Chinese Minister of Foreign Affairs*

No. 55

TAIPEI, June 8, 1961.

EXCELLENCY:

I have the honor to refer to the Agreement effected by an exchange of notes signed at Taipei on February 7, 1959,[<sup>1</sup>] and to recent conversations between the representatives of our two Governments concerning the loan of two additional naval vessels, the "USS KLEINSMITH" (APD 134) and the "USS PECATONICA" (AOG 57), by the Government of the United States to the Government of the Republic of China and to confirm the following understandings reached between our Governments on this subject:

1. The "USS KLEINSMITH" and "USS PECATONICA" are loaned to the Government of the Republic of China under the terms and conditions of the Agreement effected by an exchange of notes signed at Taipei on February 7, 1959, and their names shall be added to the annex thereto.

2. After the entry into force of the present Agreement, reference in the Agreement effected by an exchange of notes signed at Taipei on February 7, 1959, to the vessel in the annex thereto shall be considered to incorporate references to vessels described in the present Agreement as well.

I further have the honor to propose that if the foregoing understandings are acceptable to your Government, 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 note.

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

EVERETT F. DRUMRIGHT

His Excellency

SHEN CHANG-HUAN,  
Minister of Foreign Affairs,  
Taipei.

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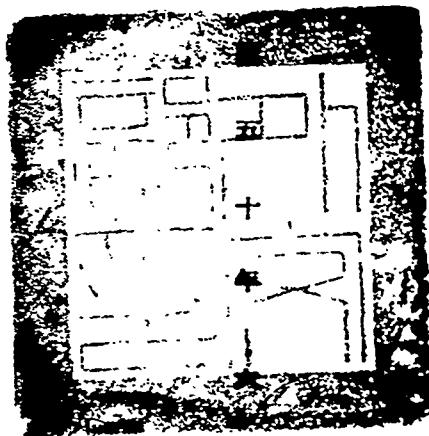
<sup>1</sup> TIAS 4180: 10 UST 177.

美利堅合眾國駐中華民國大使莊慕德閣下

貴大使重表崇高之敬意。

此致

中  
華  
民



月

沈

八

昌

日於台北

俊

閣下表示同意之復照即構成兩國政府間之協定，

並自

閣下復照之日起生效。」

等由。

本部長茲代表中華民國政府接受上述各項了解，並證實

貴大使來閣與本部長之復照即構成 貴我兩國政府間之協定，自本日

起生效。

本部長順向

「USS KLEINSCHMITT 號艦及 USS PEACATONICA 號艦係按照一九五九年二月七日在台北換文協定所規定之條件，貸與中華民國政府。  
該兩艦之艦名並應增列於該換文協定附件之內。

「自本協定生效後，一九五九年二月七日在台北換文協定規定其附件所列船艦之有關事項，亦應一併視作爲本協定所載各艦之有關事項。

「本大使茲並建議：上開各項了解，如荷

貴國政府接受，則本照會與

*The Chinese Minister of Foreign Affairs to the American Ambassador*

照會

遞復者：接洽

貴大使本日第五五號照會內開：

「基於一九五九年二月七日在台北換文成立之一項協定，

責我兩國政府代表最近曾就美利堅合眾國政府另以兩艘軍艦 USS

KLEINSMITH 號（APD 134）及 USS PECATONICA 號（AOG 57）貸與中華民

國政府一事，舉行商談。本大使茲特證實兩國政府就本案所達成之各項了解如下：

外  
<sup>(50)</sup>  
美  
一

008202

*Translation*

No. Wai-50-Mei-1-008202

TAIPEI, June 8, 1961.

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's note No. 55 of today's date, which reads as follows:

[For the English language text of the note, see *ante*, p. 1164.]

In reply, I have the honor to accept on behalf of the Government of the Republic of China the foregoing understandings and to confirm that your note and this reply shall constitute an Agreement between our two Governments, effective from today's date.

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

SHEN CHANG-HUAN

[SEAL]

His Excellency

EVERETT F. DRUMRIGHT,

*Ambassador of the United States of America.  
Taipei.*

# PAKISTAN

## Surplus Agricultural Commodities [<sup>1</sup>]

*Agreement amending the agreement of April 11, 1960, as amended.*

*Effectuated by exchange of notes*

*Signed at Karachi August 12, 1961;*

*Entered into force August 12, 1961.*

---

*The American Ambassador to the Joint Secretary, Pakistani Ministry  
of Finance*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
KARACHI, PAKISTAN

*August 12, 1961*

No. 115

DEAR MR. MOZAFFAR:

I have the honor to refer to the Agricultural Commodities Agreement signed on April 11, 1960, as amended on September 23, 1960, and March 11, April 22, and June 3, 14, and 29, 1961,[<sup>2</sup>] providing for financing certain agricultural commodities under Title One of the Agricultural Trade Development and Assistance Act,[<sup>3</sup>] as amended, and to propose that the agreement be further amended as follows:

1. The table in Article 1 of the agreement of June 14, 1961, shall be deemed to be an integral part of the table in Article 1 of the agreement of April 11, 1960, as amended, and the said Article 1 is hereby further amended by increasing the amount for cottonseed and/or soybean oil from dollars 3.75 million to dollars 6.90 million, the amount for wheat from dollars 76.8 million to dollars 84.5 million, the amount for ocean transportation from dollars 16.71 million to dollars 18.46 million, and the total amount from dollars 117.4 million to dollars 130.0 million.

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<sup>1</sup> Also TIAS 4852; *post*, p. 1287.

<sup>2</sup> TIAS 4470, 4579, 4720, 4743, 4772, 4778, 4794; 11 UST 1352, 2156; *ante*, pp. 323, 501, 715, 784, 897.

<sup>3</sup> 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

2. Numbered Paragraph 2 of the Agreement of June 14, 1961, shall be deleted in its entirety, and Article II of the Agreement of April 11, 1960, as amended, is hereby further amended as follows:

A. In numbered paragraph 1, delete "The Pakistan rupee equivalent of dollars 15.88 million" and insert in lieu thereof "13.8 percent of the rupees accruing pursuant to this agreement."

B. In numbered paragraph 2, delete "The rupee equivalent of dollars 6.39 million" and insert in lieu thereof "5.5 percent of the rupees accruing pursuant to this agreement."

C. In numbered paragraph 3 and 4, delete "the rupee equivalent of not more than dollars 40.065 million" and insert in lieu thereof "35.1 percent of the rupees accruing pursuant to this agreement."

D. In numbered paragraph 5, delete "The Pakistan rupee equivalent to dollars 12.0 million" and insert in lieu thereof "10.5 percent of the rupees accruing pursuant to this agreement."

E. Delete the paragraph following numbered paragraph 5.

If the foregoing is acceptable to Your Excellency's Government, it is proposed that this note together with Your Excellency's note in reply concurring therein shall constitute an agreement between our two governments to enter into force on the date of Your Excellency's reply.

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

WILLIAM M. ROONTREE  
*Ambassador of the United States  
of America in Pakistan*

Mr. M. A. MOZAFFAR, S.Q.A.  
*Joint Secretary  
Ministry of Finance  
Government of Pakistan*

---

*The Joint Secretary, Pakistani Ministry of Finance, to the American Ambassador*

TELEGRAMS: MINECA

GOVERNMENT OF PAKISTAN  
MINISTRY OF FINANCE  
ECONOMIC AFFAIRS DIVISION  
KARACHI

*August 12, 1961.*

DEAR MR. AMBASSADOR,

I have the honour to acknowledge with thanks the receipt of your letter dated August 12, 1961 containing the proposal for amendment to the Agricultural Commodities Agreement signed on April 11, 1960,

as amended on September 23, 1960, March 11, 1961, April 22, 1961 and June 3, 14 and 29, 1961, the text of which is reproduced below:-

"I have the honor to refer to the Agricultural Commodities Agreement signed on April 11, 1960, as amended on September 23, 1960, and March 11, April 22, and June 3, 14, and 29, 1961, providing for financing certain agricultural commodities under Title One of the Agricultural Trade Development and Assistance Act, as amended, and to propose that the agreement be further amended as follows:

1. The table in Article 1 of the agreement of June 14, 1961, shall be deemed to be an integral part of the table in Article 1 of the agreement of April 11, 1960, as amended, and the said Article 1 is hereby further amended by increasing the amount for cottonseed and/or soybean oil from dollars 3.75 million to dollars 6.90 million, the amount for wheat from dollars 76.8 million to dollars 84.5 million, the amount for ocean transportation from dollars 16.71 million to dollars 18.46 million, and the total amount from dollars 117.4 million to dollars 130.0 million.
2. Numbered Paragraph 2 of the Agreement of June 14, 1961, shall be deleted in its entirety, and Article II of the Agreement of April 11, 1960, as amended, is hereby further amended as follows:
  - A. In numbered paragraph 1, delete "The Pakistan rupee equivalent of dollars 15.88 million" and insert in lieu thereof "13.8 percent of the rupees accruing pursuant to this agreement."
  - B. In numbered paragraph 2, delete "The rupee equivalent of dollars 6.39 million" and insert in lieu thereof "5.5 percent of the rupees accruing pursuant to this agreement."
  - C. In numbered paragraph 3 and 4, delete "the rupee equivalent of not more than dollars 40.065 million" and insert in lieu thereof "35.1 percent of the rupees accruing pursuant to this agreement."
  - D. In numbered paragraph 5, delete "The Pakistan rupee equivalent to dollars 12.0 million" and insert in lieu thereof "10.5 percent of the rupees accruing pursuant to this agreement."
  - E. Delete the paragraph following numbered paragraph 5

If the foregoing is acceptable to Your Excellency's Government, it is proposed that this note together with Your Excellency's note in reply concurring therein shall constitute an agreement between our two governments to enter into force on the date of Your Excellency's reply.

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

I write to confirm that the foregoing sets forth the understanding of the Government of Pakistan.

Yours sincerely,

**M. A. MOZAFFAR**

**M. A. Mozaffar**

*Joint Secretary*

His Excellency

**Mr. WILLIAM M. ROONTREE,**  
*Ambassador of the United  
States of America in  
Pakistan.*

# BELGIUM

## Mutual Defense Assistance: Disposal of Redistributable and Excess Property

*Agreement effected by exchange of notes  
Signed at Brussels July 7, 1961;  
Entered into force July 7, 1961.*

*The American Ambassador to the Belgian Minister of Foreign Affairs*

No. 2

BRUSSELS, July 7, 1961

EXCELLENCY:

I have the honor to refer to recent discussions between representatives of our two Governments relating to certain operations of the NATO [¹] Maintenance Supply Services Agency (NMSSA).

As a result of these discussions, the following understanding was reached:

Notwithstanding the provisions of the Agreement between the United States of America and Belgium relating to the Disposal of Redistributable and Excess Property Furnished in Connection with the Mutual Defense Assistance Program signed at Brussels on November 17, 1953, [²] the Belgian Government may first offer to the NATO Maintenance Supply Services System, through NMSSA, for redistribution, such spare parts as are no longer required by any of the armed forces of the Government of Belgium which are supported by military assistance from the Government of the United States of America.

Each offer of spare parts to NMSSA shall be submitted in advance by the Government of Belgium in adequate detail to the appropriate military representatives of the Government of the United States of America for their approval.

The approval of the Government of the United States of America shall not be withheld if the spare parts are no longer required by any of the armed forces of the Government of Belgium which are supported by military assistance from the Government of the United States of America.

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<sup>1</sup> North Atlantic Treaty Organization.

<sup>2</sup> TIAS 3182; 6 UST 495.

I have the honor to propose that if this understanding meets with the approval of your Government, this note and Your Excellency's note in reply concurring therein shall constitute detailed arrangements pursuant to Article I, paragraph 1, of the Mutual Defense Assistance Agreement between the United States of America and Belgium signed at Washington on January 27, 1950, [¹] and shall enter into force on the date of Your Excellency's reply.

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

DOUGLAS MACARTHUR II

His Excellency

PAUL HENRI SPAAK,  
*Minister of Foreign Affairs,*  
*Brussels.*

*The Belgian Minister of Foreign Affairs to the American Ambassador*

MINISTÈRE DES AFFAIRES ETRANGÈRES  
ET DU COMMERCE EXTÉRIEUR

Direction Générale de la Politique

Direction P/WEST/A.  
N° P/W/A.D.11/1286.

BRUXELLES, le -7-7-1961

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur d'accuser la bonne réception de la lettre qui se réfère aux récents échanges de vues entre nos deux Gouvernements au sujet de certaines opérations de l'Agence OTAN d'Approvisionnement et de Réparation.

A la suite de ces échanges de vues, il a été convenu ce qui suit:

Nonobstant les dispositions de la Convention entre les Etats-Unis d'Amérique et la Belgique concernant la disposition du matériel excédentaire et redistribuable, fourni en relation avec le programme sur l'aide pour la défense mutuelle, signée à Bruxelles le 17 novembre 1953, le Gouvernement belge peut en premier lieu offrir au système OTAN d'Approvisionnement et de Réparation par la "NMSSA", pour être redistribuées telles pièces de rechange qui ne sont plus nécessaires aux Forces armées du Gouvernement belge qui reçoivent l'assistance militaire du Gouvernement des Etats-Unis d'Amérique.

Une description suffisamment détaillée des pièces de rechange offertes à l'Agence OTAN d'Approvisionnement et de Réparation, sera préalablement soumise par le Gouvernement belge, pour approbation, au Représentant militaire autorisé du Gouvernement des Etats-Unis d'Amérique.

<sup>1</sup> TIAS 2010; 1 UST 1.

L'approbation du Gouvernement des Etats-Unis d'Amérique ne sera pas refusée si les pièces de rechange ne sont plus nécessaires à aucune des Forces armées belges qui reçoivent l'assistance militaire du Gouvernement des Etats-Unis d'Amérique.

Mon Gouvernement se déclare d'accord sur cette proposition et prend bonne note du fait que la lettre précitée de Votre Excellence, ainsi que la présente, constituent une Convention d'exécution, prenant cours ce jour, de l'article 1er, paragraphe 1, de l'accord signé à Washington le 27 janvier 1950 entre la Belgique et les Etats-Unis d'Amérique.

Je saisirai cette occasion pour renouveler à Votre Excellence, l'assurance de ma haute considération.

P. H. SPAAK

Son Excellence  
 Monsieur DOUGLAS MACARTHUR,  
*Ambassadeur des Etats-Unis  
 d'Amérique,  
 27, boulevard du Régent,  
 Bruxelles.*

*Translation*

MINISTRY OF FOREIGN AFFAIRS  
 AND FOREIGN COMMERCE

Policy Division  
 Section P/WEST/A.  
 No. P/W/A/D.11/I286.

BRUSSELS, July 7, 1961

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of the note concerning recent exchanges of views between our two Governments on certain operations of the NATO Maintenance Supply Services Agency.

As a result of these exchanges of views, the following understanding was reached:

[For the English language text of the understanding, see the third through the fifth paragraphs of the United States note; *ante*, p. 1174.]

My Government signifies its agreement to this proposal and takes due note of the fact that Your Excellency's note mentioned above and this note constitute an agreement of execution, entering into force today, of Article 1, paragraph 1, of the Agreement signed at Washington on January 27, 1950 between Belgium and the United States of America.

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

P. H. SPAAK

His Excellency  
DOUGLAS MACARTHUR,  
*Ambassador of the*  
*United States of America,*  
*27, Boulevard du Régent,*  
*Brussels.*

# PERU

## Surplus Agricultural Commodities

*Agreement amending the agreement of February 12, 1960.*

*Effectuated by exchange of notes*

*Signed at Lima April 25 and July 31, 1961;*

*Entered into force July 31, 1961.*

---

*The American Chargé d'Affaires ad interim to the Peruvian Minister  
for Foreign Relations*

No. 327

LIMA, April 25, 1961.

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement of February 12, 1960 between the Government of the United States of America and the Government of Peru.<sup>[1]</sup>

The Government of the United States of America proposes to amend Article II of the Agreement by deleting from Section 3 the words "the sol equivalent of \$3.0 million, but not more than 25 percent of the currencies received under the agreement" and substituting therefor the words "15 percent of the soles accruing pursuant to the Agreement"; and by deleting from Section 4 the words "the sol equivalent of not more than \$5.4 million" and substituting therefor the words "55 percent of the soles accruing pursuant to the Agreement."

It is understood that these amendments to Sections 3 and 4 of Article II of the Agreement will in no way affect the amounts provided for under Sections 1 and 2 of Article II.

If the foregoing amendments to the above Agreement are acceptable to Your Excellency's Government, it is proposed that this note together with Your Excellency's affirmative reply shall constitute an Agreement between our two Governments on this matter to enter into force on the date of Your Excellency's reply.

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<sup>1</sup> TIAS 4430; 11 UST 186.

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

JACK D. NEAL  
*Chargé d'Affaires ad interim*

His Excellency  
Doctor LUIS ALVARADO GARRIDO,  
*Minister for Foreign Relations,*  
*Lima.*

*The Peruvian Minister for Foreign Relations to the American Ambassador*

MINISTERIO DE RELACIONES EXTERIORES

NUMERO (H) : 6-3/76

LIMA, 31 de Julio de 1961.

SEÑOR EMBAJADOR:

Tengo a honra referirme a la atenta nota de esa Embajada N° 327, de fecha 25 de Abril último, en la que se sirve proponer enmiendas al Acuerdo sobre Productos Agrícolas celebrado el 12 de Febrero de 1960 entre nuestros Gobiernos.

Se sirve proponer esa Embajada la enmienda del Artículo II de dicho Acuerdo suprimiendo en el Inciso 3 la frase "el equivalente de \$ 3.0 millones en soles, pero no más del 25 por ciento de las monedas recibidas conforme al acuerdo", sustituyéndola por la frase "15 por ciento de los soles que se acumulen conforme al Acuerdo"; y suprimiendo, también, en el Inciso 4 del mismo Artículo la frase "el equivalente de no más de \$ 5.4 millones en soles", sustituyéndola por la frase "55 por ciento de los soles que se acumulen conforme al Acuerdo".

Asimismo, se deja aclarado que estas enmiendas a los Incisos 3 y 4 del Artículo II del citado Acuerdo no afectarán, en modo alguno, las sumas señaladas en los Incisos 1 y 2 del Artículo II.

En respuesta, me es grato manifestar a Vuestra Excelencia que el Gobierno del Perú acepta los términos de la propuesta modificatoria que contiene la nota que contesto, la misma que, junto con la presente respuesta, conforman un Acuerdo entre nuestros Gobiernos.

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

LUIS ALVARADO GARRIDO

Al Excelentísimo  
Señor JAMES LOEB, Jr.,  
*Embajador Extraordinario*  
*y Plenipotenciario de los*  
*Estados Unidos de América.*  
*Ciudad.*

*Translation*

MINISTRY OF FOREIGN RELATIONS

No. (H) : 6-3/76

LIMA, July 31, 1961

## MR. AMBASSADOR:

I have the honor to refer to your Embassy's note No. 327, dated April 25 last, in which you are good enough to propose amendments to the Agricultural Commodities Agreement concluded on February 12, 1960 between our Governments.

Your Embassy is good enough to propose the amendment of Article II of the aforesaid Agreement by deleting from Section 3 the words "the sol equivalent of \$3.0 million, but not more than 25 percent of the currencies received under the agreement" and substituting therefor the words "15 percent of the soles accruing pursuant to the Agreement"; and by also deleting from Section 4 of that Article the words "the sol equivalent of not more than \$5.4 million" and substituting therefor the words "55 percent of the soles accruing pursuant to the Agreement."

It is also understood that these amendments to Sections 3 and 4 of Article II of the aforesaid Agreement will in no way affect the amounts provided for in Sections 1 and 2 of Article II.

In reply, I am happy to inform Your Excellency that the Government of Peru accepts the terms of the amendatory proposal contained in the note to which I am replying, which note, together with this reply will constitute an Agreement between our Governments.

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

LUIS ALVARADO GARRIDO

His Excellency

JAMES LOEB, Jr.,

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America,  
City.*

# FINLAND

## Surplus Agricultural Commodities

*Agreement signed at Helsinki August 14, 1961;  
Entered into force August 14, 1961.  
With exchange of notes.*

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### AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF FINLAND UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

The Government of the United States of America and the Government of Finland:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Considering that the purchase for Finnmarks of surplus agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the Finnmarks accruing from such purchase will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales, as specified below, of surplus agricultural commodities to Finland pursuant to Title I of the Agricultural Trade Development and Assistance Act,<sup>[1]</sup> as amended, (hereinafter referred to as the Act) and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

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<sup>1</sup> 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

Have agreed as follows:

### ARTICLE I

#### *SALES FOR FINNMARKS*

1. Subject to the availability of commodities for programming under the Act and to issuance by the Government of the United States of America and acceptance by the Government of Finland of purchase authorizations, the Government of the United States of America undertakes to finance the sales for Finnmarks to purchasers authorized by the Government of Finland of the following agricultural commodities determined to be surplus pursuant to the Act, in the amounts indicated:

<i>Commodity</i>	<i>Export Market Value</i>
Cotton	\$1,500,000
Tobacco	250,000
Ocean Transportation	50,000
Total	\$1,800,000

2. Applications for purchase authorizations will be made within 90 calendar days after the effective date of this Agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this Agreement will be made within 90 days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the Finnmarks accruing from such sale, and other relevant matters.

3. Purchase and shipment of the commodities mentioned above will be made within 18 calendar months of the effective date of this Agreement.

### ARTICLE II

#### *USES OF FINNMARKS*

The Finnmarks accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the amounts shown:

(a) For United States expenditures under subsections (a), (d), (f), (h), (i) and (k) through (r) of Section 104 of the Act or under any of such subsections, sixty-five percent of the Finnmarks accruing pursuant to this Agreement.

(b) For loans to be made by the Export-Import Bank of Washington under Section 104(e) of the Act and for administrative expenses of the Export-Import Bank of Washington in Finland incident thereto, 25 percent of the Finnmarks accruing pursuant to this Agreement. It is understood that:

- (1) Such loans under Section 104(e) of the Act will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in Finland for business development and trade expansion in Finland, and to United States firms and Finnish firms for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of and markets for United States agricultural products.
- (2) Loans will be mutually agreeable to the Export-Import Bank of Washington and the Government of Finland, acting through the Bank of Finland. The Governor of the Bank of Finland, or his designate, will act for the Government of Finland, and the President of the Export-Import Bank of Washington, or his designate, will act for the Export-Import Bank of Washington.
- (3) Upon receipt of an application which the Export-Import Bank is prepared to consider, the Export-Import Bank will inform the Bank of Finland of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan, and the general purposes for which the loan proceeds would be expended.
- (4) When the Export-Import Bank is prepared to act favorably upon an application, it will so notify the Bank of Finland and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to that prevailing in Finland on comparable loans, and the maturities will be consistent with the purposes of the financing.
- (5) Within sixty days after the receipt of the notice that the Export-Import Bank is prepared to act favorably upon an application, the Bank of Finland will indicate to the Export-Import Bank whether or not the Bank of Finland has any objection to the proposed loan. Unless within the sixty-day period the Export-Import Bank has received such a communication from the Bank of Finland, it shall be understood that the Bank of Finland has no objection to the proposed loan. When the Export-Import Bank approves or declines the proposed loan, it will notify the Bank of Finland.
- (6) In the event the Finnmarks set aside for loans under Section 104(e) of the Act are not advanced within three years from the

dates of this Agreement because of the Export-Import Bank of Washington has not approved loans or because proposed loans have not been mutually agreeable to the Export-Import Bank of Washington and the Bank of Finland, the Government of the United States of America may use the Finnmarks for any purpose authorized by Section 104 of the Act.

(c) For a loan to the Government of Finland under subsection (g) of Section 104 of the Act for financing such projects to promote economic development as may be mutually agreed, including projects not heretofore included in plans of the Government of Finland, ten percent of the Finnmarks accruing pursuant to this agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement between the Export-Import Bank of Washington and the Government of Finland.

In the event that agreement is not reached on the use of the Finnmarks for loan purposes within three years from the date of this agreement, the Government of the United States of America may use the local currency for any purposes authorized by Section 104 of the Act.

### ARTICLE III

#### *DEPOSIT OF FINNMARKS*

1. The deposit of Finnmarks to the account of the Government of the United States of America in payment for the commodities and for ocean transportation costs financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) shall be made at the rate of exchange for United States dollars generally applicable to import transactions (excluding imports granted a preferential rate) in effect on the dates of dollar disbursement by United States banks, or by the Government of the United States of America, as provided in the purchase authorizations.

2. In the event that a subsequent agricultural commodities agreement or agreements should be signed by the two Governments under the Act, any refunds of Finnmarks which may be due or become due under this agreement more than two years from the effective date of this agreement would be made by the Government of the United States of America from funds available from the most recent agricultural commodities agreement in effect at the time of the refund.

### ARTICLE IV

#### *GENERAL UNDERTAKINGS*

1. The Government of Finland agrees that it will take all possible measures to prevent the resale or transshipment to other countries or

the use for other than domestic purposes, (except where such resale, transshipment or use is specifically approved by the Government of the United States of America), of the agricultural commodities purchased pursuant to the provisions of this Agreement, and to assure that the purchase of such commodities does not result in increased availability of these or like commodities for export to other countries.

2. The two Governments agree that they will take reasonable precautions to assure that all sales or purchases of agricultural commodities pursuant to the Agreement will not displace usual marketings of the United States of America in these commodities, or unduly disrupt world prices of agricultural commodities or materially impair trade relations among the countries of the free world.

3. In carrying out this Agreement, the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Government of Finland agrees to furnish, upon request of the United States of America, information on the progress of the program, particularly with respect to the arrival and condition of commodities and the provisions for the maintenance of usual marketings and information relating to exports of the same or like commodities.

## ARTICLE V

### *CONSULTATION*

The two Governments will, upon the request of either of them, consult regarding any matter relating to the application of this Agreement or to the operation of arrangements carried out pursuant to this Agreement.

## ARTICLE VI

### *ENTRY INTO FORCE*

The Agreement shall enter into force upon signature.

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

Done at Helsinki in duplicate this 14th day of August 1961.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

BERNARD GUFLER

FOR THE GOVERNMENT OF FINLAND:

AHTI KARJALAINEN.

[SEAL]

*The American Ambassador to the Finnish Minister for Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Helsinki, August 14, 1961*

**EXCELLENCY:**

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of Finland signed today.

I wish to confirm my Government's understanding of the agreement reached in conversations which have taken place between representatives of the Government of the United States of America and the Government of Finland with respect to certain matters under the subject agreement.

1. The Government of Finland will provide facilities for Finland importers to purchase at least the following amounts of commodities of United States origin during the period January 1, 1961 to December 31, 1961, over and above the quantities provided for in the agreement:

Cotton	\$1,750,000
Tobacco	750,000

2. The Government of Finland will not export raw cotton during calendar year 1961 and undertakes to maintain its normal purchases of tobacco from countries friendly to the United States.

3. The Government of Finland will take steps to assure that at least 50 percent of the tonnage of each commodity purchased under the agreement (except fruit) shall be transported on United States flag vessels, to the extent that such vessels are available at fair and reasonable rates for United States vessels. The Government of Finland, however, considers that its acceptance of the above shipping arrangement is not to constitute a precedent.

4. The Government of Finland agrees, upon request of the United States Government, to convert the Finnmark equivalent of up to \$36,000 of the amount of Finnmark deposits reserved for United States uses into other non-dollar currencies for agricultural market development projects in countries where Title I local currency funds are not available or are inadequate.

I shall appreciate receiving Your Excellency's confirmation of the above understandings.

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

BERNARD GUFLER

His Excellency

AHTI KARJALAINEN,

*Minister for Foreign Affairs,  
Helsinki.*

*The Finnish Minister for Foreign Affairs to the American Ambassador*

MINISTÈRE DES AFFAIRES ÉTRANGÈRES  
DE FINLANDE

N° 38471

HELSINKI, August 14, 1961

EXCELLENCY,

I have the honor to acknowledge the receipt of your note of August 14, 1961, which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of Finland signed today.

I wish to confirm my Government's understanding of the agreement reached in conversations which have taken place between representatives of the Government of the United States of America and the Government of Finland with respect to certain matters under the subject agreement.

1. The Government of Finland will provide facilities for Finland importers to purchase at least the following amounts of commodities of United States origin during the period January 1, 1961 to December 31, 1961, over and above the quantities provided for in the agreement:

Cotton	\$ 1,750,000
Tobacco	750,000

2. The Government of Finland will not export raw cotton during calendar year 1961 and undertakes to maintain its normal purchases of tobacco from countries friendly to the United States.

3. The Government of Finland will take steps to assure that at least 50 percent of the tonnage of each commodity purchased under the agreement (except fruit) shall be transported on United States flag vessels, to the extent that such vessels are available at fair and reasonable rates for United States vessels. The Government of Finland, however, considers that its acceptance of the above shipping arrangement is not to constitute a precedent.

4. The Government of Finland agrees, upon request of the United States Government, to convert the Finnmark equivalent of up to \$ 36,000 of the amount of Finnmark deposits reserved for United States uses into other non-dollar currencies for agricultural market development projects in countries where Title I local currency funds are not available or are inadequate.

I shall appreciate receiving Your Excellency's confirmation of the above understandings.

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

In reply, I have the honor to confirm the above understandings. Accept, Excellency, the assurance of my highest consideration.

AHTI KARJALAINEN.

Ahti Karjalainen

His Excellency

BERNARD GUFLER,

*Ambassador of the  
United States of America  
Helsinki*

# AUSTRIA

## **Surplus Agricultural Commodities: Closing of Accounts in Connection with Certain Agreements and Payment of Necessary Adjustment Refunds**

*Agreement effected by exchange of notes  
Signed at Vienna June 26 and July 26, 1961;  
Entered into force July 26, 1961.*

*The American Ambassador to the Federal Chancellor of Austria*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*June 26, 1961*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Austrian Federal Government signed on June 14, 1955 [<sup>1</sup>] and to the Agricultural Commodities Agreement between our two Governments signed on February 7, 1956. [<sup>2</sup>]

Article I of the Agreement of June 14, 1955 provided that the Government of the United States of America would finance sales for schillings of surplus agricultural commodities with a total value of up to \$5,900,000.00, including estimated ocean transportation costs to be financed by the Government of the United States of America. While actual disbursements by the Government of the United States of America were \$6,059,233.69, disbursements for which deposits of schillings were required totaled \$5,939,646.19, the difference representing excess costs resulting from the requirement that United States-flag vessels be used. It has been determined that deposits of 154,906,361.50 schillings pursuant to Article III of the Agreement are equal to the value for which deposits were required and that such deposits have been made to the account of the Government of the United States of America. As Your Excellency's Government has already been informed by the United States Department of Agriculture, no further

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<sup>1</sup> TIAS 3267; 6 UST 2023.

<sup>2</sup> TIAS 3505; 7 UST 313.

disbursements will be made by the Government of the United States of America pursuant to this Agreement and dollar funds not disbursed are not available for financing any additional purchases under this Agreement.

Article I of the Agreement of February 7, 1956 provided that the Government of the United States of America would finance sales for schillings of surplus agricultural commodities with a total value of up to \$22,300,000.00, including estimated ocean transportation costs to be financed by the Government of the United States of America. While actual disbursements by the Government of the United States of America were \$22,325,444.87, disbursements for which deposits of schillings were required totaled \$22,309,869.51, the difference representing excess costs resulting from the requirement that United States-flag vessels be used. It has been determined that deposits of 581,658,110.56 schillings pursuant to Article III of the Agreement are equal to the value for which deposits were required and that such deposits have been made to the account of the Government of the United States of America. As Your Excellency's Government has already been informed by the United States Department of Agriculture, no further disbursements will be made by the Government of the United States of America pursuant to this Agreement and dollar funds not disbursed are not available for financing any additional purchase under this Agreement.

To facilitate the closing out of the accounts in connection with the above-mentioned Agreements and at the same time to make provisions for the payment of any necessary adjustment refunds, I have the honor to propose that any refunds of schillings which may be due or may become due under these Agreements would be made by the Government of the United States of America from funds available from the most recent Agricultural Commodities Agreement between our two Governments under Title I of the Agricultural Trade Development and Assistance Act,[<sup>1</sup>] as amended, in effect at the time of the refund.

Accordingly, I have the honor to propose that this note and Your Excellency's reply concurring herein shall constitute an Agreement between our two Governments to enter into force upon the date of Your Excellency's note in reply.

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

H. FREEMAN MATTHEWS

His Excellency

Dr. ALFONS GORBACH,  
*The Federal Chancellor,*  
Vienna

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<sup>1</sup> 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

*The Federal Chancellor of Austria to the American Ambassador*

REPUBLIK ÖSTERREICH  
DER BUNDESKANZLER

ZL. 183.622-11a/61

WIEN, am 26. Juli 1961

SEHR GEEHRTER HERR BOTSCHAFTER!

Ich beeubre mich, auf Ihre Note vom 26. Juni 1961 betreffend die zwischen der österreichischen Bundesregierung und der Regierung der Vereinigten Staaten von Amerika geschlossenen landwirtschaftlichen Überschußgüterabkommen vom 14. Juni 1955 und 7. Februar 1956 Bezug zu nehmen.

Artikel I des Abkommens vom 14. Juni 1955 sah seitens der Regierung der Vereinigten Staaten von Amerika die Finanzierung von Verkäufen landwirtschaftlicher Überschußgüter gegen Schillinge im Werte bis zu \$ 5,900.000,— einschließlich der von der Regierung der Vereinigten Staaten von Amerika finanzierten voraussichtlichen Seetransportkosten vor. Während die tatsächlichen Ausgaben der Regierung der Vereinigten Staaten von Amerika \$ 6,059.233,69 betrugen, beliefen sich die Ausgaben, für die Schillingerläge verlangt wurden, auf insgesamt \$ 5,989.646,19, wobei die Differenz die zusätzlichen Kosten darstellt, die auf Grund des Erfordernisses, Schiffe unter US-Flagge zu verwenden, anfielen. Es wurde festgestellt, daß Erläge von 154,906.361,50 Schilling gemäß Artikel III des Abkommens dem Wert entsprechen, für den Dollarerläge verlangt wurden und daß diese Dollarerläge auf ein Konto der Regierung der Vereinigten Staaten von Amerika überwiesen worden sind.

Artikel I des Abkommens vom 7. Februar 1956 sah seitens der Regierung der Vereinigten Staaten von Amerika die Finanzierung von Verkäufen landwirtschaftlicher Überschußgüter gegen Schillinge im Werte bis zu \$ 22,300.000,— einschließlich der von der Regierung der Vereinigten Staaten von Amerika finanzierten voraussichtlichen Seetransportkosten vor. Während die tatsächlichen Ausgaben der Regierung der Vereinigten Staaten von Amerika \$ 22,325.444,87 betrugen, beliefen sich die Ausgaben, für die Schillingerläge verlangt wurden, auf insgesamt \$ 22,309.869,51, wobei die Differenz die zusätzlichen Kosten darstellt, die auf Grund des Erfordernisses, Schiffe unter US-Flagge zu verwenden, anfielen. Es wurde festgestellt, daß Erläge von 581,658.110,56 Schilling gemäß Artikel III des Abkommens dem Wert entsprechen, für den Erläge verlangt wurden und daß diese Erläge auf ein Konto der Regierung der Vereinigten Staaten von Amerika überwiesen worden sind.

Es wurde zur Kenntnis genommen, daß von der Regierung der Vereinigten Staaten von Amerika keine weiteren Zahlungen auf Grund der eingangs genannten Abkommen vorgenommen werden und daß die nicht verausgabten Dollarbeträge für eine Finanzierung weiterer Käufe im Rahmen dieser Abkommen nicht zur Verfügung stehen.

Um den Abschluß der Konten im Zusammenhang mit den vorgenannten Abkommen zu ermöglichen und gleichzeitig für die Rückerstattung etwaiger notwendiger Ausgleichsbeträge Vorsorge zu treffen, haben Sie mit Ihrer Note vom 26. Juni 1961 den Vorschlag gemacht, daß etwaige Refundierungen von Schillingen, die auf Grund dieser Abkommen zahlbar sind oder werden, von der Regierung der Vereinigten Staaten von Amerika aus den Mitteln vorgenommen werden, die aus dem jüngsten landwirtschaftlichen Überschußgüterabkommen zwischen unseren beiden Regierungen gemäß Titel I des "Agricultural Trade Development and Assistance Act, as amended", das zum Zeitpunkt der Refundierung in Geltung ist, zur Verfügung stehen.

Zu dem vorerwähnten Vorschlag beeäre ich mich mitzuteilen, daß ihm österreichischerseits zugestimmt wird. Da seit Jahren im Rahmen der genannten beiden Abkommen Lieferungen nicht mehr stattgefunden haben, darf der Hoffnung Ausdruck gegeben werden, daß sich Forderungen auf Refundierung von Schillingen im Zusammenhang mit den beiden Abkommen nicht mehr ergeben werden.

Ihre Note vom 26. Juni 1961 und die gegenständliche Antwortnote stellen in diesem Sinne ein Übereinkommen zwischen unseren beiden Regierungen dar, das mit heutigem Tage in Kraft tritt.

Empfangen Sie, sehr geehrter Herr Botschafter, die erneute Versicherung meiner besonderen Wertschätzung

Dr A GORBACH

An

Seine Exzellenz  
 Herrn H. FREEMAN MATTHEWS  
*ao. und bev. Botschafter der*  
*Vereinigten Staaten von Amerika*  
*Wien IX*  
*Boltzmanngasse 16*

*Translation*

REPUBLIC OF AUSTRIA  
 THE FEDERAL CHANCELLOR

Zl. 133.622-11a/61

VIENNA, July 26, 1961

MR. AMBASSADOR:

I have the honor to refer to your note of June 26, 1961 relating to the Surplus Agricultural Commodities Agreements between the Austrian Federal Government and the Government of the United States of America signed on June 14, 1955, and February 7, 1956.

Article I of the Agreement of June 14, 1955 provided that the Government of the United States of America would finance sales for schil-

lings of surplus agricultural commodities with a total value of up to \$5,900,000.00, including estimated ocean transportation costs to be financed by the Government of the United States of America. While actual disbursements by the Government of the United States of America were \$6,059,233.69, disbursements for which deposits of schillings were required totaled \$5,939,646.19, the difference representing excess costs resulting from the requirement that United States-flag vessels be used. It has been determined that deposits of 154,906,361.50 schillings pursuant to Article III of the Agreement are equal to the value for which dollar deposits were required and that such dollar deposits have been made to the account of the Government of the United States of America.

Article I of the Agreement of February 7, 1956 provided that the Government of the United States of America would finance sales for schillings of surplus agricultural commodities with a total value of up to \$22,300,000.00, including estimated ocean transportation costs to be financed by the Government of the United States of America. While actual disbursements by the Government of the United States of America were \$22,325,444.87, disbursements for which deposits of schillings were required totaled \$22,309,869.51, the difference representing excess costs resulting from the requirement that United States-flag vessels be used. It has been determined that deposits of 581,658,110.56 schillings pursuant to Article III of the Agreement are equal to the value for which deposits were required and that such deposits have been made to the account of the Government of the United States of America.

It has been noted that no further disbursements will be made by the Government of the United States of America pursuant to the Agreements mentioned above, and that dollar funds not disbursed are not available for financing any additional purchases under these Agreements.

To facilitate the closing out of the accounts in connection with the above-mentioned Agreements and at the same time to make provisions for the payment of any necessary adjustment refunds, you have proposed by your note of June 26, 1961, that any refunds of schillings which may be due or may become due under these Agreements would be made by the Government of the United States of America from funds available from the most recent Agricultural Commodities Agreement between our two Governments under Title I of the Agricultural Trade Development and Assistance Act, as amended, in effect at the time of the refund.

I have the honor to inform you with respect to the above-mentioned proposal that Austria concurs therein. Since no deliveries under the aforementioned two Agreements have taken place for the past years, the hope may be expressed that no further demands for refunds

of schillings in connection with these two Agreements will be forthcoming.

Your note of June 26, 1961 and the present reply accordingly constitute an Agreement between our two Governments to enter into force on today's date.

Accept, Excellency, the renewed assurance of my special consideration.

Dr A GORBACH

His Excellency

H. FREEMAN MATTHEWS,

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America,  
Boltzmanngasse 16,  
Vienna IX.*

# BURMA

## United States Educational Foundation in Burma

*Agreement amending the agreement of December 22, 1947, as amended.*

*Effectuated by exchange of notes*

*Signed at Rangoon August 29, 1961;  
Entered into force August 29, 1961.*

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*The American Ambassador to the Burmese Minister for Foreign Affairs*

NO: 325

RANGOON, August 29, 1961.

EXCELLENCY:

I have the honor to refer to the Agreement between the Government of the United States of America and the Government of the Union of Burma dated December 22, 1947,[<sup>1</sup>] to promote further mutual understanding between the peoples of the United States of America and Burma by means of a wider exchange of knowledge and professional talents through educational contacts, as amended by an exchange of notes dated December 18, 1948, and May 12, 1949.[<sup>2</sup>] I have the honor to refer also to recent conversations between representatives of our two Governments on the same subject and to confirm the understanding reached that the aforementioned agreement be further amended as follows:

1. The title is amended by changing the period at the end to a comma and inserting thereafter the words "AND OTHER CURRENCY OF BURMA".
2. The preamble is amended by deleting the word "and" at the end of the third paragraph, by changing the comma at the end of the fourth paragraph to a semicolon and inserting thereafter the word "and", and by inserting the following new paragraph before the last paragraph:

"Considering that the provisions of the Agricultural Commodity Agreements of February 8, 1956, as amended,[<sup>3</sup>] and

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<sup>1</sup> TIAS 1685; 62 Stat., pt. 2, p. 1814.

<sup>2</sup> TIAS 1976; 63 Stat., pt. 3, p. 2704.

<sup>3</sup> TIAS 3498, 3628, 3707, 3846; 7 UST 219, 2391, 3267; 8 UST 863.

May 27, 1958, as amended,[<sup>1</sup>] between the United States of America and Burma make the currency of Burma accruing thereunder available for international exchange, among other things."

3. Article 1 is amended by inserting the words "and the Government of the United States of America" in the first sentence of the first paragraph following the word "Burma" the third time it appears therein, and in the second paragraph following the word "Burma" the first time it appears therein.
4. Article 3 is amended by adding the sentence "In no case, however, shall a total amount of the currency of Burma in excess of the equivalent of the statutory limitation of \$1,000,000 be expended under the terms of this Agreement during any single calendar year."
5. Article 11 is amended by inserting the following paragraphs before the last paragraph:

"In addition to the funds provided in the first paragraph of this Article, the Government of the United States of America and the Government of Burma agree that there may be used for the purposes of this agreement:

- (a) up to an aggregate amount of 5,409,670 kyats acquired by the Government of the United States of America pursuant to the Agricultural Commodities Agreement of February 8, 1956, as amended;
- (b) up to an aggregate amount of 227,330 kyats acquired by the Government of the United States of America pursuant to the Agricultural Commodities Agreement of May 27, 1958, as amended; and
- (c) any other currency of Burma held or available for expenditure by the Government of the United States of America.

"The performance of this Agreement shall be subject to the availability of appropriations to the Secretary of State of the United States of America, when required by the laws of the United States, for reimbursement to the Treasury of the United States for currency of Burma held or available for expenditure by the Government of the United States of America."

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of the Union

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<sup>1</sup>TIAS 4036, 4229, 4587, 4758; 9 UST 576; 10 UST 957; 11 UST 2184; *ante*, p. 616.

of Burma, the Government of the United States of America will consider that this note and your 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 assurances of my highest consideration.

JOHN SCOTT EVERTON

The Honorable

SAO HKUN HKIO,

*Minister for Foreign Affairs  
of the Union of Burma,  
Rangoon.*

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*The Burmese Minister for Foreign Affairs to the American  
Ambassador*

FOREIGN OFFICE

RANGOON

No. USAE 306 /Pa.

29th August 1961.

EXCELLENCY,

I have the honour to acknowledge receipt of your note No. 325 of August 29, 1961, which reads as follows:

"I have the honor to refer to the Agreement between the Government of the United States of America and the Government of the Union of Burma dated December 22, 1947, to promote further mutual understanding between the peoples of the United States of America and Burma by means of a wider exchange of knowledge and professional talents through educational contacts, as amended by an exchange of notes dated December 18, 1948, and May 12, 1949. I have the honor to refer also to recent conversations between representatives of our two Governments on the same subject and to confirm the understanding reached that the aforementioned agreement be further amended as follows:

- "1. The title is amended by changing the period at the end to a comma and inserting thereafter the words "AND OTHER CURRENCY OF BURMA".
- "2. The preamble is amended by deleting the word "and" at the end of the third paragraph, by changing the comma at the end of the fourth paragraph to a semicolon and inserting thereafter the word "and", and by inserting the following new paragraph before the last paragraph:

"Considering that the provisions of the Agricultural Commodities Agreements of February 8, 1956, as amended,

and May 27, 1958, as amended, between the United States of America and Burma make the currency of Burma accruing thereunder available for international exchange, among other things,"

- "3. Article 1 is amended by inserting the words "and the Government of the United States of America" in the first sentence of the first paragraph following the word "Burma" the third time it appears therein, and in the second paragraph following the word "Burma" the first time it appears therein.
- "4. Article 3 is amended by adding the sentence "In no case, however, shall a total amount of the currency of Burma in excess of the equivalent of the statutory limitation of \$1,000,000 be expended under the terms of this Agreement during any single calendar year."
- "5. Article II is amended by inserting the following paragraphs before the last paragraph:

"In addition to the funds provided in the first paragraph of this Article, the Government of the United States of America and the Government of Burma agree that there may be used for the purposes of this agreement:

- (a) up to an aggregate amount of 5,409,670 kyats acquired by the Government of the United States of America pursuant to the Agricultural Commodities Agreement of February 8, 1956, as amended;
- (b) up to an aggregate amount of 227,330 kyats acquired by the Government of the United States of America pursuant to the Agricultural Commodities Agreement of May 27, 1958, as amended; and
- (c) any other currency of Burma held or available for expenditure by the Government of the United States of America.

"The performance of this Agreement shall be subject to the availability of appropriations to the Secretary of State of the United States of America, when required by the laws of the United States, for reimbursement to the Treasury of the United States for currency of Burma held or available for expenditure by the Government of the United States of America."

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of the Union of Burma, the Government of the United States of America will con-

sider that this note and your 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."

I have the honour, on behalf of the Union Government to state that the understandings between your Government and mine as stated in your above quoted note are correct and are hereby confirmed.

Accept, Excellency, the assurances of my highest consideration.

S. H. Hkio.

(Sao Hkun Hkio)  
*Minister for Foreign Affairs.*

His Excellency Mr. JOHN SCOTT EVERTON,  
*Ambassador of the United States of America,*  
*Rangoon.*

# CEYLON

## Surplus Agricultural Commodities

*Agreement amending the agreement of June 18, 1958, as amended.  
Effect by exchange of notes  
Signed at Colombo August 24, 1961;  
Entered into force August 24, 1961.*

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*The American Ambassador to the Prime Minister of Ceylon and  
Minister of Defense and External Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
Colombo, August 24, 1961.

No. 83

EXCELLENCE:

I have the honor to refer to the Agricultural Commodities Agreement of June 18, 1958, as amended,<sup>[1]</sup> between the Government of the United States of America and the Government of Ceylon and to recent conversations between representatives of our two Governments regarding the distribution of the rupees accruing to the Government of the United States of America as a consequence of the sales made pursuant to that Agreement.

I have the honor to propose that Article II of the Agreement be amended by increasing the amount in paragraph (1) from \$1.65 million to \$2.03 million; by deleting paragraph (3) in its entirety; and by increasing the amount in paragraph (5) from \$2.2 million to \$3.32 million.

The remaining provisions of the Agreement shall remain unchanged. If the foregoing amendments are acceptable to Your Excellency's Government, I have the honor to propose that this note together with Your Excellency's note in reply concurring therein shall constitute an agreement between our two Governments to enter into force on the date of Your Excellency's reply.

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<sup>1</sup> TIAS 4042, 4068; 9 UST 611, 994.

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

FRANCES E. WILLIS

Senator The Honorable

SIRIMAVO R. D. BANDARANAIKE,  
*Prime Minister of Ceylon and  
Minister of Defense and External Affairs,  
Colombo.*

*The Prime Minister of Ceylon and Minister of Defense and External Affairs to the American Ambassador*

PRIME MINISTER,  
CEYLON

24TH AUGUST, 1961.

EXCELLENCY,

I have the honour to acknowledge receipt of Your Excellency's note to me of 24th August, 1961, the text of which is as follows:

Excellency:

I have the honour to refer to the Agricultural Commodities Agreement of June 18, 1958, as amended, between the Government of the United States of America and the Government of Ceylon and to recent conversations between representatives of our two Governments regarding the distribution of the rupees accruing to the Government of the United States of America as a consequence of the sales made pursuant to that Agreement.

I have the honour to propose that Article II of the Agreement be amended by increasing the amount in paragraph (1) from \$1.65 million to \$2.03 million; by deleting paragraph (3) in its entirety; and by increasing the amount in paragraph (5) from \$2.2 million to \$3.32 million.

The remaining provisions of the Agreement shall remain unchanged.

If the foregoing amendments are acceptable to Your Excellency's Government, I have the honour to propose that this note together with Your Excellency's note in reply concurring therein shall constitute an agreement between our two Governments to enter into force on the date of Your Excellency's reply.

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

The proposals contained in Your Excellency's note are acceptable to my Government. I have noted that Your Excellency's note, together with this note in reply, concurring therein, shall constitute an agreement between our two Governments to enter into force on the date of this reply.

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

SIRIMAVO R D BANDARANAIKE  
*Prime Minister*  
*and Minister of External Affairs.*

Her Excellency Miss FRANCES E. WILLIS,  
*Ambassador Extraordinary and Plenipotentiary,*  
*Embassy of the United States of America,*  
*Colombo.*

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