United States Treaties and Other International Agreements

VOLUME 30

IN SIX PARTS

Part 1

1978–79

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

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

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

U.S. GOVERNMENT PRINTING OFFICE
WASHINGTON : 1980

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402

LIST OF DOCUMENTS CONTAINED IN PART 1 OF THIS VOLUME

TIAS		Page
9174	*Brazil.* Trade in man-made fiber textiles. Agreement: Signed May 4 and 19, 1978	1
9175	*Brazil.* Trade in cotton textiles. Agreement: Signed May 4 and 19, 1978	6
9176	*Syria.* Air transport services. Agreement: Signed Jan. 10, 1979	11
9177	*People's Republic of China.* Consular relations. Agreement: Signed Jan. 31, 1979	17
9178	*People's Republic of China.* Cultural relations. Agreement: Signed Jan. 31, 1979	26
9179	*People's Republic of China.* Cooperation in science and technology. Agreement: Signed Jan. 31, 1979; with exchange of letters	35
9180	*Malaysia.* Trade in textiles and textile products. Agreement: Signed May 17 and June 8, 1978. And amending agreement: Signed Oct. 20 and Nov. 29, 1978	64
9181	*Honduras.* Small farmer technologies. Agreement: Signed Nov. 28, 1977	90
9182	*Italy.* Exchanges and cooperation in education. Memorandum of understanding: Signed May 4, 1978	116
9183	*United Nations.* Reimbursement of income taxes. Agreement: Signed June 30 and July 12, 1978	124
9184	*Multilateral.* Atomic energy (reactor safety experiments). Agreement: Opened for signature Apr. 14, 1977	129
9185	*Bahamas.* Extradition (continued application to the Bahamas of the United States-United Kingdom Treaty of December 22, 1931). Agreement: Signed Mar. 7, June 19 and Aug. 17, 1978	187
9186	*Republic of Korea.* Agricultural commodities. Agreement: Signed July 18, 1978	193
9187	*Philippines.* Agricultural commodities. Agreement: Signed Aug. 24, 1978	198
9188	*Jamaica.* Agricultural commodities. Agreement: Signed Aug. 2, 1978. And amending agreements: Signed Sept. 5, 1978. And exchange of notes: Signed Oct. 13 and 25, 1978	213
9189	*Australia.* Aviation (provision of parts and services). Memorandum of agreement: Signed Aug. 11, 1978	223
9190	*Ireland.* Aviation (flight inspection services). Memorandum of agreement: Signed Mar. 10 and Aug. 4, 1978	230

TIAS		Page
9191	*Australia.* Peaceful nuclear cooperation. Agreement: Signed Aug. 4 and 7, 1978	235
9192	*Polish People's Republic.* Air transport services. Agreement: Dated June 19 and Aug. 11, 1978	240
9193	*Hungarian People's Republic.* Diplomatic and official visa facilitation. Agreement: Dated Feb. 10, 1978	248
9194	*Hungarian People's Republic.* Diplomatic and official transit or temporary duty visa facilitation. Agreement: Dated Feb. 10, 1978	255
9195	*Singapore.* Aviation (flight inspection services). Memorandum of agreement: Signed Aug. 16 and Oct. 25, 1978	263
9196	*Panama.* Aviation (flight inspection services). Memorandum of agreement: Signed Aug. 16 and Sept. 1, 1978	268
9197	*Republic of China.* Aviation (flight inspection services). Memorandum of agreement: Signed Aug. 21 and Oct. 1, 1978	273
9198	*Canada.* Aviation (flight inspection services). Memorandum of agreement: Signed Mar. 10 and Apr. 1, 1978	278
9199	*Netherlands.* Aviation (flight inspection services). Memorandum of agreement: Signed Mar. 10 and June 15, 1978	283
9200	*Austria.* Aviation (flight inspection services). Memorandum of agreement: Signed Mar. 10 and June 22, 1978	288
9201	*Portugal.* Aviation (flight inspection services). Memorandum of agreement: Signed Mar. 10 and Apr. 13, 1978	293
9202	*Federal Republic of Germany.* Defense (production of AIM-9L Sidewinder Missile System). Memorandum of understanding: Signed Oct. 7, 1977. And amending agreement: Signed Mar. 17 and Apr. 21, 1978	298
9203	*Australia.* Whaling (international observer scheme). Arrangement: Dated Jan. 26 and Apr. 3, 1978	319
9204	*Japan.* Whaling (international observer scheme). Agreement: Signed May 12, 1978	327
9205	*Union of Soviet Socialist Republics.* Copyright license. Agreement: Signed Mar. 21, 1978	331
9206	*Multilateral.* Postal Union of the Americas and Spain. Additional Protocol to the Constitution, Convention and Related Documents: Signed Mar. 18, 1979; and parcel post agreement and related documents; and money order agreement and final protocol	337
9207	*Belgium.* Air transport services. Agreement: Signed Dec. 12 and 14, 1978	617
9208	*Japan.* Mutual defense assistance (cash contribution by Japan). Agreement: Signed July 21, 1978	640
9209	*Portugal.* Basic sanitation. Agreement: Signed Aug. 13, 1976	647
9210	*Sierra Leone.* Agricultural commodities. Agreement: Signed Aug. 31, 1978	672
9211	*Socialist Republic of Romania.* Trade in textiles. Agreement: Signed July 27 and Sept. 11, 1978	685

TIAS Page

9212 *Socialist Republic of Romania.* Trade in textiles. Agreement: Signed Oct. 13 and 14, 1978 688

9213 *Polish People's Republic.* Trade in textiles and textile products. Agreement: Signed Oct. 19 and 20, 1978 691

9214 *Singapore:* Trade in textiles and textile products. Agreement: Signed Sept. 21 and 22, 1978. And amending agreement: Signed Oct. 18 and Nov. 1, 1978 696

9215 *Thailand.* Trade in textiles and textile products. Agreement: Signed Oct. 4, 1978. And amending agreement: Signed Nov. 3 and 13, 1978 718

9216 *Hungarian People's Republic.* Research cooperation in transportation. Understanding: Signed Oct. 11, 1978 743

9217 *Spain.* Certificates of airworthiness for imported aircraft. Agreement: Dated Sept. 18 and Oct. 13, 1978 750

9218 *Portugal.* Housing for low-income families. Agreement: Signed Mar. 4, 1977 757

9219 *Bolivia.* Prisoner transfer. Treaty: Signed Feb. 10, 1978 796

9220 *Polish People's Republic.* Small business participation in trade and economic and industrial cooperation. Agreement: Signed Nov. 9, 1978 814

9221 *Mexico.* Research cooperation in transportation. Memorandum of understanding. Signed Nov. 16, 1972 823

9222 *Somalia.* Agricultural commodities. Agreement: Signed Mar. 20, 1978 827

9223 *Philippines.* Trade in textiles and textile products. Agreement: Signed Aug. 22 and 24, 1978 844

9224 *Philippines.* Military bases in the Philippines. Agreement: Signed Jan. 7, 1979. With related notes and letters: Signed Jan. 4, 6, and 7, 1979 863

9225 *Polish People's Republic.* Air transport services. Agreement: Dated Dec. 29, 1978 and Jan. 15 and 30, 1979 901

9226 *Japan.* Trade in textiles. Agreement: Signed Aug. 28, 1978 916

9227 *Japan.* Trade in textiles. Agreement: Signed Aug. 28, 1978 926

9228 *Hong Kong.* Trade (non-rubber footwear). Understanding: Signed Oct. 24, 1978 929

9229 *Macao.* Trade in textiles and textile products. Agreement: Signed Aug. 10 and Oct. 26, 1978 954

9230 *Egypt.* Agricultural commodities. Agreement: Signed Nov. 8, 1978. With agreed minutes: Signed Nov. 2, 1978 966

9231 *United Kingdom of Great Britain and Northern Ireland.* Air transport services (North Atlantic fares). Agreement: Signed Nov. 2 and 9, 1978 979

9232 *India.* Trade in textiles and textile products. Agreements: Signed Aug. 30 and Nov. 3, 1978. And exchange of letters: Signed Nov. 10 and 13, 1978. And exchange of notes: Signed Jan. 12 and Feb. 8, 1979 983

TIAS		Page
9233	*Federal Republic of Germany.* Deep sea drilling project. Memorandum of understanding: Signed July 18, 1974. And amending agreement: Signed Feb. 14 and 24, 1978	994
9234	*Mexico.* Narcotic drugs (helicopter pilot training). Agreement: Signed Apr. 3, 1978	1007
9235	*Venezuela.* Cooperation in narcotics field. Memorandum of understanding: Signed Mar. 28, 1978	1012
9236	*Egypt.* Exhibition of art treasures. Agreement: Signed Feb. 21 and Mar. 29, 1978	1021
9237	*Chile.* Criminal investigations. Agreement: Signed Apr. 7, 1978	1025
9238	*Iran.* Economic cooperation. Agreed minutes: Signed Feb. 28, 1978	1027
9239	*Argentina.* Maritime matters. Memorandum of understanding: Signed Mar. 31, 1978	1054
9240	*Republic of Korea.* Criminal investigations. Joint statement: Signed Dec. 31, 1977. With related agreements: Signed Jan. 10 and Feb. 21, 1978	1061
9241	*State of Sao Paulo, Brazil.* Scientific and technical assistance. Agreement: Signed Mar. 2 and Apr. 19, 1978	1090
9242	*Multilateral.* High seas fisheries of the North Pacific Ocean. Protocol, agreed minutes and memoranda of understanding: Signed Apr. 25, 1978	1095
9243	*United Arab Emirates.* Technical assistance in customs improvement. Agreement: Signed Mar. 16 and Apr. 19, 1978	1167
9244	*Multilateral.* NATO Explosion Resistant Multi Influence Sweep System (ERMISS). Memorandum of understanding: Opened for signature Apr. 7, 1978	1170
9245	*United Nations.* Statistical services for Bangladesh. Agreement: Signed Mar. 14 and May 2, 1978	1192
9246	*Saudi Arabia.* Technical cooperation in audit administration and training. Agreement: Signed May 16, 1978	1205
9247	*Israel.* Atomic energy (technical information exchange and nuclear safety). Arrangement: Signed May 9 and 19, 1978	1215
9248	*Mexico.* Narcotic drugs (illicit crop detection system). Agreement: Signed May 22, 1978. And amending agreements: Signed Sept. 26, 1978. And exchange of letters: Signed Jan. 12, 1979	1237
9249	*Mexico.* Narcotic drugs (additional cooperative arrangements to curb illegal traffic). Agreement: Signed May 23, 1978. And amending agreements: Signed July 11 and 13, 1978. And exchange of letters: Signed Jan. 11, 1979	1255
9250	*Mexico.* Narcotic drugs (additional cooperative arrangements to curb illegal production and traffic). Agreement: Signed May 15, 1978. And amending agreements: Signed Jan. 5, 1979. And exchange of letters: Signed Feb. 7, 1979	1270

TIAS Page

9251 *Mexico.* Narcotic drugs (additional cooperative arrangements to curb illegal traffic). Agreements: Signed July 20 and 26, 1978. And exchange of letters: Signed Aug. 24, 1978. And exchange of letters: Signed Jan. 15, 1979 1284

9252 *Mexico.* Narcotic drugs (additional cooperative arrangements to curb illegal traffic). Agreement: Signed May 16, 1978. And amending agreement: Signed Jan. 8, 1979 1299

9253 *Mexico.* Narcotic drugs (computerization of information). Agreement: Signed Aug. 25, 1978. And amending agreement: Signed Jan. 10, 1979 1309

9254 *Mexico.* Narcotic drugs (provision of aircraft). Agreement: Signed Aug. 23, 1978 1319

INDEX

Page

Additional cooperative arrangements to curb illegal traffic, narcotic drugs agreement with Mexico . . . 1255, 1270, 1284, 1299
Agriculture:
Commodities—
Egypt 966
Jamaica 213
Korea, Republic of 193
Philippines 198
Sierra Leone 672
Somalia 827
Illicit crop detection system, narcotic drugs agreement with Mexico 1237
Small farmer technologies, Honduras 90
Argentina, maritime matters . . 1054
Art Treasures, Egypt 1021
Atomic energy:
Peaceful nuclear cooperation, Australia 235
Reactor safety experiments, multilateral 129
Technical information exchange and nuclear safety, Israel . 1215
Audit administration and training, technical cooperation, Saudi Arabia 1205
Australia:
Aviation, provision of parts and services 223
Peaceful nuclear cooperation . 235
Whaling, international observer scheme 319
Austria, aviation, flight inspection services 288
Aviation:
Air transport services—
Belgium 617
North Atlantic fares, agreement with the United Kingdom 979
Poland 240, 901
Syria 11

Page

Aviation—Continued:
Certificates of airworthiness for imported aircraft, Spain . . 750
Flight inspection services—
Austria 288
Canada 278
China, Republic of 273
Ireland 230
Netherlands 283
Panama 268
Portugal 293
Singapore 263
Mexico—
Narcotic drugs agreements—
Aircraft, provision of . . . 1319
Helicopter pilot training . 1007
Provision of parts and services, Australia 223

Bahamas, extradition, continued application of the United States – United Kingdom Treaty of December 22, 1931 187
Bangladesh, statistical services for, technical cooperation agreement with the United Nations 1192
Basic sanitation, Portugal 647
Belgium, air transport services . . 617
Bolivia, prisoner transfer 796
Brazil:
Sao Paulo, scientific and technical assistance 1090
Trade—
Cotton textiles 6
Man-made fiber textiles . . . 1

Canada:
Aviation, flight inspection services 278
High seas fisheries of the North Pacific Ocean, multilateral agreement 1095

Page

Cash contribution, mutual defense assistance agreement with Japan 640
Certificates of airworthiness for imported aircraft, Spain . . 750
China, People's Republic of:
Consular relations 17
Cultural relations 26
Scientific and technological cooperation 35
China, Republic of, aviation, flight inspection services 273
Computerization of information, narcotic drugs agreement with Mexico 1309
Construction, housing for low-income families, Portugal . . 757
Cooperation:
Exchanges in education, Italy . 116
Narcotics field, Venezuela . . . 1012
Nuclear, peaceful, Australia . . 235
Research, transportation—
Hungary 743
Mexico 823
Science and technology, China, People's Republic of . . . 35
Trade and economic and industrial, small business participation, Poland 814
Copyright license, Soviet Union . 331
Cotton textiles, trade in. *See* Trade.
Criminal investigations:
Chile 1025
Korea, Republic of 1061
Crop detection system, illicit, narcotic drugs agreement with Mexico 1007
Curbing illegal traffic, additional cooperative arrangements, narcotic drugs agreement with Mexico . . . 1255, 1270, 1284, 1299
Customs improvement, technical assistance, United Arab Emirates 1167

Deep sea drilling project, Germany, Federal Republic of 994
Defense:
Military bases, Philippines . . 863
Mutual defense assistance, cash contribution, Japan . . . 640

Page

Defense—Continued
NATO Explosion Resistant Multi Influence Sweep System (ERMISS), multilateral 1170
Production of AIM-9L Sidewinder Missile System, Germany, Federal Republic of 298
Diplomatic and official visa facilitation. *See under* Hungary.
Drugs, narcotic. *See* Narcotic drugs.

Economic cooperation:
Industrial, small business participation in trade, Poland . 814
Iran 1027
Portugal—
Basic sanitation 647
Housing for low-income families 757
Education, exchanges and cooperation, Italy 116
Egypt:
Agricultural commodities . . . 966
Exhibition of art treasures . . . 1021
Extradition, continued application to the Bahamas of the United States-United Kingdom Treaty of December 22, 1931, Bahamas 187

Families, low-income, housing, Portugal 757
Finance:
Cash contribution, mutual defense assistance agreement with Japan 640
Reimbursement of income taxes, United Nations 124
Fisheries, high seas, North Pacific Ocean, multilateral 1095
Flight inspection services, aviation:
Austria 288
Canada 278
China, Republic of 273
Ireland 230
Netherlands 283
Panama 268
Portugal 293
Singapore 263

Page

Germany, Federal Republic of:
Deep sea drilling project . . . 994
Defense, production of AIM-9L Sidewinder Missile System . 298
Great Britain. *See* United Kingdom.

Health, basic sanitation, Portugal 647
Helicopter pilot training, narcotic drugs agreement with Mexico 1007
High seas fiisheries of the North Pacific Ocean, multilateral . 1095
Honduras, small farmer technologies 90
Hong Kong, trade, non-rubber footwear 929
Housing for low-income families, Portugal 757
Hungary:
Research cooperation in transportation 743
Visa facilitation—
Diplomatic and official . . . 248
Diplomatic and official transit or temporary duty . . . 255

Illicit crop detection system, narcotic drugs agreement with Mexico 1237
Imported aircraft, certificates of airworthiness, Spain 750
Income taxes, reimbursement, United Nations 124
India, trade in textiles and textile products 983
Industrial and economic and trade cooperation, small business participation, Poland 814
Information, computerization of, narcotic drugs agreement with Mexico 1309
International observer scheme whaling:
Australia 319
Japan. 327
Iran, economic cooperation . . . 1027
Ireland, aviation, flight inspection services. 230

Page

Israel, atomic energy, technical information exchange and nuclear safety 1215
Italy, exchanges and cooperation in education 116

Jamaica, agricultural commodities 213
Japan:
High seas fisheries of the North Pacific Ocean, multilateral agreement 1095
Mutual defense assistance, cash contribution 640
Trade in textiles 916, 926
Whaling, international observer scheme 327
Judicial assistance:
Criminal investigations—
Chile. 1095
Korea, Republic of 1061
Prisoner transfer, Bolivia . . . 796

Korea, Republic of:
Agricultural commodities . . . 193
Criminal investigations 1061

Low-income families, housing, Portugal 757

Macao, trade in textiles and textile products 954
Malaysia, trade in textiles and textile products 64
Man-made fiber textiles, trade in. *See* Trade.
Maritime matters, Argentina . . 1054
Mexico:
Narcotic drugs—
Additional cooperative arrangements to curb illegal traffic . 1255, 1270, 1284, 1299
Computerization of information 1309
Illicit crop detection system . 1237
Provision of aircraft 1319
Helicopter pilot training . . 1007
Research cooperation in transportation 823
Military bases, Philippines . . 863

Page

Multilateral treaties, agreements, etc.:
Atomic energy, reactor safety experiments 129
High seas fisheries of the North Pacific Ocean 1095
NATO Explosion Resistant Multi Influence Sweep System (ERMISS) 1170
Postal Union of the Americas and Spain 337
Mutual defense assistance, cash contribution, Japan 640

Narcotic drugs:
Cooperation, Venezuela 1012
Mexico—
Additional cooperative arrangements to curb illegal traffic. . 1255, 1270, 1284, 1299
Computerization of information 1309
Helicopter pilot training . . 1007
Illicit crop detection system . 1237
Provision of aircraft 1319
Netherlands, aviation, flight inspection services 283
North Atlantic fares, air transport services agreement with the United Kingdom 979
NATO Explosion Resistant Multi Influence Sweep System (ERMISS), multilateral . . 1170
North Pacific Ocean, high seas fisheries, multilateral 1095
Nuclear energy:
Peaceful cooperation, Australia. 235
Safety and technical information exchange, atomic energy arrangement with Israel . . 1215

Oceanography, deep sea drilling project, Germany, Federal Republic of 994
Official and diplomatic visa facilitation. *See* Hungary.

Panama, aviation, flight inspection services 268
Peaceful nuclear cooperation, Australia 235
Philippines:
Agricultural commodities . . . 198

Page

Philippines—Continued
Military bases 863
Trade in textiles and textile products 844
Poland:
Air transport services . . . 240, 901
Small business participation in trade and economic and industrial cooperation . . . 814
Trade in textiles and textile products 691
Portugal:
Aviation, flight inspection services 293
Basic sanitation 647
Housing for low-income families 757
Postal Union of the Americas and Spain, multilateral 337
Prisoner transfer, Bolivia 796
Production of AIM-9L Sidewinder Missile System, defense, Germany, Federal Republic of . 298
Provisions:
Aircraft, narcotic drugs, Mexico 1319
Parts and services, aviation, Australia 223

Reactor safety experiments, atomic energy, multilateral . 129
Reimbursement of income taxes, United Nations 124
Research cooperation in transportation:
Hungary 743
Mexico 823
Romania, trade in textiles . 685, 688

Sao Paulo, Brazil, scientific and technical assistance 1090
Saudi Arabia, technical cooperation in audit administration and training 1205
Science and technology, cooperation in, China, People's Republic of 35
Shipping, maritime matters, Argentina 1054
Sidewinder, AIM-9L, Missile System, production, defense, Germany, Federal Republic of . 298
Sierra Leone, agricultural commodities 672

Page

Singapore:
Aviation, flight inspection services 263
Trade in textiles and textile products 696
Small business participation in trade and economic and industrial cooperation, Poland . 814
Small farmer technologies, Honduras 90
Somalia, agricultural commodities 827
Soviet Union, copyright license . 331
Spain, certificates of airworthiness for imported aircraft 750
Statistical services for Bangladesh, United Nations 1192
Syria, air transport services . . . 11

Taxes, income, reimbursement, United Nations 124
Technology:
Assistance—
Customsimprovement, United Arab Emirates 1167
Scientific, Sao Paulo, Brazil . 1090
Cooperation—
Audit administration and training, Saudi Arabia . 1205
Science, China, People's Republic of 35
Statistical services for Bangladesh, United Nations 1192
Information exchange and nuclear safety, atomic energy arrangement with Israel . 1215
Temporary duty or diplomatic and official transit visa facilitation, Hungary 255
Thailand, trade in textiles and textile products 718
Trade:
Brazil—
Cotton textiles 6
Man-made fiber textiles . . 1
Non-rubber footwear, Hong Kong 929
Small business participation in and economic and industrial cooperation, Poland . . . 814

Page

Trade—Continued
Textiles—
Japan 16, 926
Romania 685, 688
Textiles and textile products—
India 983
Macao 954
Malaysia 64
Philippines 844
Poland 691
Singapore 696
Thailand 718
Transportation, research cooperation:
Hungary 743
Mexico 823

Union of Soviet Socialist Republics. *See* Soviet Union.
United Arab Emirates, technical assistance in customs improvement 1167
United Kingdom:
Air transport services, North Atlantic fares 979
Continued application of Treaty of December 22, 1931 on extradition from the Bahamas with the United States 187
United Nations:
Reimbursement of income taxes 124
Statistical services for Bangladesh 1192
United States, continued application of Treaty of December 22, 1931 on extradition from the Bahamas with the United Kingdom 187

Venezuela, cooperation in narcotics field 1012
Visa facilitation. *See under* Hungary.

West Germany. *See* Germany. Federal Republic of.
Whaling, international observer scheme:
Australia 319
Japan. 327

U.S. GOVERNMENT PRINTING OFFICE : 1980 O - 60-350

BRAZIL

Trade in Man-Made Fiber Textiles

Agreement amending the agreement of April 22, 1976.
Effected by exchange of notes
Signed at Brasilia May 4 and 19, 1978;
Entered into force May 19, 1978;
Effective April 1, 1978.

The American Chargé d'Affaires ad interim to the Brazilian Minister of External Relations

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 183

BRASILIA, *May 4, 1978*

EXCELLENCY:

I have the honor to refer to the Arrangement Regarding International Trade in Textiles originally done at Geneva on December 20, 1973,[1] and to the Agreement Relating to Trade in Man-made Fiber Textiles and Textile Products Between the United States of America and the Federative Republic of Brazil of April 22, 1976,[2] (hereinafter referred to as the Agreement). I have also the honor to refer to discussions between representatives of our two governments concerning trade in man-made fiber textiles and textile products, and the adaptation of the Agreement to the new system of classification of textile products in effect in the United States held in Brasilia, February 20–23, 1978. As a result of these discussions, I have the honor to propose, on behalf of the Government of the United States of America, that the Agreement be amended, effective April first, 1978, as follows:

1. In paragraph 2 of the Agreement, the phrase "Categories 200 through 243" is deleted and is replaced by the phrase "Categories 600 through 669".
2. Annex A to the Agreement is deleted and is replaced by the Annex to this note.

---

[1] TIAS 7840, 8939; 25 UST 1001; 29 UST 2287.
[2] TIAS 8737; 28 UST 8033.

If the foregoing proposal is acceptable to the Government of the Federative Republic of Brazil, this note and Your Excellency's note of confirmation on behalf of the Government of the Federative Republic of Brazil shall constitute an Agreement between the Government of the United States of America and the Government of the Federative Republic of Brazil, amending the Agreement.

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

RICHARD E. JOHNSON

Attachment: Annex

His Excellency
ANTONIO FRANCISCO AZEREDO DA SILVEIRA,
Minister of External Relations,
Brasilia, D. F.

ANNEX to Note No. 183

Categories	Description	Conversion Factor (SYE/Unit)
600	Textured Yarn	3.5/lb.
601	Continuous Cell., Yarn	5.2/lb.
602	Continuous Non.-Cell. Yarn	11.6/lb.
603	Spun Cell. Yarn	3.4/lb.
604	Spun Non-Cell. Yarn	4.1/lb.
605	Other Yarns	3.5/lb.
610	Continuous Cell. Fabric, not Knit	1.0/syd.
611	Spun Cell. Fabric, not Knit	1.0/syd.
612	Continuous Non-Cell. Fabric, not Knit	1.0/syd.
613	Spun Non-Cell. Fabric, not Knit	1.0/syd.
614	Other Fabrics, not Knit	1.0/syd.
625	Knit Fabric	7.8/lb.
626	Pile and Tufted Fabric	1.0/syd.
627	Specialty Fabric	7.8/lb.
630	Handkerchiefs	1.7/doz.
631	Gloves	3.5/dpr.
632	Hosiery	4.6/dpr.
633	Suit-type Coats, Men's and Boys'	36.2/doz.
634	Other Coats, Men's and Boys'	41.3/doz.
635	Coats, Women's, Girls' and Infants'	41.3/doz.

Categories	Description	Conversion Factor (SYE/Unit)
636	Dresses	45.3/doz.
637	Playsuits	21.5/doz.
638	Knit Shirts, Men's and Boys'	18.0/doz.
639	Knit Shirts and Blouses, Women's, Girls' and Infants'	15.0/doz.
640	Shirts	24.0/doz.
641	Blouses	14.5/doz.
642	Skirts	17.8/doz.
643	Suits, Men's and Boys'	4.5/no.
644	Suits, Women's, Girls' and Infants'	4.5/no.
645	Sweaters, Men's and Boys'	36.8/doz.
646	Sweaters, Women's, Girls' and Infants'	36.8/doz.
647	Trousers, Men's and Boys'	17.8/doz.
648	Trousers, Women's, Girls' and Infants'	17.8/doz.
649	Brassieres, etc.	4.8/doz.
650	Dressing Gowns	51.0/doz.
651	Nightwear	52.0/doz.
652	Underwear	16.0/doz.
659	Other Apparel	7.8/lb.
665	Floor Coverings	0.1/sft.
666	Other Furnishings	7.8/lb.
669	Other Man-made Manufactures	7.8/lb.

The Brazilian Minister of Foreign Relations to the American Chargé d'Affaires ad interim

MINISTERIO DAS RELAÇÕES EXTERIORES

Em 19 de maio de 1978.

DPC/DCS/DAI/ 36 /665.5(B46)(B13)

Senhor Encarregado de Negócios,

Tenho a honra de acusar recebimento da nota nº 183 de Vossa Senhoria, datada de 4 de maio de 1978, relativa às exportações de têxteis de fibras artificiais do Brasil para os Estados Unidos da América.

2. Confirmo que o Governo da República Federativa do Brasil concorda com a proposta contida na nota de Vossa Senhoria e proponho que sua nota e a presente resposta constituam um acordo entre nossos Governos, com efeito a partir de 1º de abril de 1978.

Aproveito a oportunidade para renovar a Vossa Senhoria os protestos da minha mui distinta consideração.

Ao Senhor Richard E. Johnson,
Encarregado de Negócios dos Estados Unidos da América.

TRANSLATION

MINISTRY OF FOREIGN RELATIONS

May 19, 1978

DPC/DCS/DAI/36/665.5(B46)(13)

Sir:

I have the honor to acknowledge receipt of your note No. 183 of May 4, 1978, concerning exports of man-made fiber textiles from Brazil to the United States of America.

I confirm that the Government of the Federative Republic of Brazil concurs with the proposal contained in your note, and I propose that your note and this reply constitute an agreement between our Governments, effective April 1, 1978.

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

A. F. Azeredo da Silveira

Mr. Richard E. Johnson,
Chargé d'Affaires of the
United States of America.

BRAZIL

Trade in Cotton Textiles

Agreement amending the agreement of April 22, 1976.
Effected by exchange of notes
Signed at Brasilia May 4 and 19, 1978;
Entered into force May 19, 1978;
Effective April 1, 1978.

The American Chargé d'Affaires ad interim to the Brazilian Minister of External Relations

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 182

BRASILIA, *May 4, 1978*

EXCELLENCY:

I have the honor to refer to the Arrangement Regarding International Trade in Textiles originally done at Geneva on December 20, 1973, [1] and to the Agreement Relating to Trade in Textiles and Textile Products Between the United States of America and the Federative Republic of Brazil of April 22, 1976, [2] (hereinafter referred to as the Agreement). I have also the honor to refer to discussions between representatives of our two governments concerning trade in cotton textiles and textile products and the adaptation of the Agreement to the new system of classification of textile products in effect in the United States held in Brasilia, February 20–23, 1978. As a result of these discussions, I have the honor to propose, on behalf of the Government of the United States of America, that the Agreement be amended, effective April first, 1978, as follows):

1. Paragraph 3 of the Agreement is amended to read as follows:

"3. Within the aggregate limit, Group limits for the third agreement year shall be:

Group I, yarn (Categories 300–301) 45,795,999 square yards equivalent

[1] TIAS 7840, 8939; 25 UST 1001; 29 UST 2287.
[2] TIAS 8738; 28 UST 8033.

Group II, fabrics (Categories 310–320) 56,100,100 square yards equivalent

Group III, apparel, made-ups and miscellaneous (Categories 330–369) 28,622,501 square yards equivalent."

2. Paragraph 4 of the Agreement is amended to read as follows:

"Within the aggregate limit and the applicable Group limits, the following specific limits shall apply for the third agreement year:

A.	Group I	
	Categories 300–301	9,955,652 Lbs.
B.	Group II	
	Category 313	17,516,970 Syd.
	Category 315	14,769,210 Syd.
	Category 317	6,525,930 Syd.
	Category 319	3,663,680 Syd.
	Category 320	9,502,670 Syd.
C.	Group III	
	Category 337	63,357 Doz.
	Category 339	212,350 Doz.
	Category 340	198,881 Doz.
	Category 345	46,667 Doz.
	Category 347	143,905 Doz.
	Category 348	97,694 Doz.
	Category 350	44,940 Doz.
	Category 352	120,754 Doz.
	Category 363	7,895,862 Numbers
	Category 369 (floor coverings)	497,782 Lbs.
	Category 369 (other)	904,150 Lbs."

3. Annex A to the Agreement is deleted and is replaced by the Annex to this note.

If the foregoing proposal is acceptable to the Government of the Federative Republic of Brazil, this note and Your Excellency's note of confirmation on behalf of the Government of the Federative Republic of Brazil shall constitute an Agreement between the Government of the United States of America and the Government of the Federative Republic of Brazil, amending the Agreement.

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

RICHARD E. JOHNSON
Chargé d'Affaires Ad Interim

His Excellency
ANTONIO FRANCISCO AZEREDO DE SILVEIRA,
Minister of External Relations,
Brasilia, D. F.

ANNEX to Note No. 182

Categories	Description	Conversion Factor (SYE/Unit)
300	Cotton Carded Yarn	4.6/lb.
301	Cotton Combed Yarn	4.6/lb.
310	Gingham	1.0/syd.
311	Velveteen	1.0/syd.
312	Corduroy	1.0/syd.
313	Sheeting	1.0/syd.
314	Broadcloth	1.0/syd.
315	Printcloth	1.0/syd.
316	Shirtings	1.0/syd.
317	Twills and Sateens	1.0/syd.
318	Yarn-dyed Fabric	1.0/syd.
319	Duck	1.0/syd.
320	Other Fabrics, N.E.S.	1.0/syd.
330	Handkerchiefs	1.7/doz.
331	Gloves	3.5/dpr.
332	Hosiery	4.6/dpr.
333	Suit-type Coats, Men's and Boys'	36.2/doz.
334	Other Coats, Men's and Boys'	41.3/doz.
335	Coats, Women's, Girls' and Infants'	41.3/doz.
336	Dresses	45.3/doz.
337	Playsuits	25.0/doz.
338	Knit Shirts, Men's and Boys'	7.2/doz.
339	Knit Shirts and Blouses Women's, Girls' and Infants'	7.2/doz.
340	Shirts, not Knit	24.0/doz.
341	Blouses, not Knit	14.5/doz.
342	Skirts	17.8/doz.
345	Sweaters	36.8/doz.
347	Trousers, Men's and Boys'	17.8/doz.
348	Trousers, Women's, Girls and Infants	17.8/doz.
349	Brassieres, etc.	4.8/doz.
350	Dressing gowns	51.0/doz.
351	Nightwear	52.0/doz.
352	Underwear	11.0/doz.
359	Other Apparel	4.6/lb.
360	Pillowcases	1.1/no.
361	Sheets	6.2/no.
362	Bedspreads and Quilts	6.9/no.
363	Terry and other Pile Towels	0.5/no.
369	Other Cotton Manufactures	4.6/lb.

The Brazilian Minister of Foreign Relations to the American Chargé d'Affaires ad interim

MINISTERIO DAS RELAÇÕES EXTERIORES

Em 19 de maio de 1978.

DPC/DCS/DAI/ 35 /665.5(B46)(B13)

Senhor Encarregado de Negócios,

Tenho a honra de acusar recebimento da nota nº 182 de Vossa Senhoria, datada de 4 de maio de 1978, relativa às exportações de têxteis de algodão do Brasil para os Estados Unidos da América.

2. Confirmo que o Governo da República Federativa do Brasil concorda com a proposta contida na nota de Vossa Senhoria e proponho que sua nota e a presente resposta constituam um acordo entre nossos Governos, com efeito a partir de 1º de abril de 1978.

Aproveito a oportunidade para renovar a Vossa Senhoria os protestos da minha mui distinta consideração.

Ao Senhor Richard E. Johnson,
Encarregado de Negócios dos Estados Unidos da América.

TRANSLATION

MINISTRY OF FOREIGN RELATIONS

May 19, 1978

DPC/DCS/DAI/35/665.5(B46)(B13)

Sir:

I have the honor to acknowledge receipt of your note No. 182 of May 4, 1978, concerning exports of cotton textiles from Brazil to the United States of America.

I confirm that the Government of the Federative Republic of Brazil concurs with the proposal contained in your note, and I propose that your note and this reply constitute an agreement between our Governments, effective April 1, 1978.

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

A. F. Azeredo da Silveira

Mr. Richard E. Johnson,
Chargé d'Affaires of the
United States of America.

SYRIA

Air Transport Services

Agreement amending the agreement of April 28, 1947, as amended.
Effected by exchange of notes
Signed at Washington January 10, 1979;
Entered into force January 10, 1979.

The Secretary of State to the Syrian Ambassador

JANUARY 10, 1979

EXCELLENCY:

I have the honor to refer to the Air Transport Agreement between the Government of the United States of America and the Government of the Syrian Arab Republic, signed at Damascus April 28, 1947, as amended, and to the exchange of notes dated March 14 and 16, 1977 [1] concerning scheduled and nonscheduled air services, and to propose that the Agreement and the exchange of notes be amended as follows:

1. The exchange of notes dated March 14 and 16, 1977 shall be extended through December 31, 1980, with the following paragraph replacing paragraph 1(a) thereof:

"a. Syrian Arab Airlines, in a joint operation with Royal Jordanian Airlines, may operate between them four scheduled round-trip flights per week between Damascus/Amman and New York and Houston. These flights will serve both Damascus and Amman, in either order, with the same through flight number, whether or not a change of aircraft is made between Damascus and Amman."

2. The Annex to the Air Transport Agreement shall be amended by adding a new Section 7, as follows:

"(1) Each Party shall allow prices for scheduled services to be established by each airline based upon commercial considerations in the marketplace, and intervention by the Parties shall be limited to (a) prevention of predatory or discriminatory prices or practices; (b) protection of consumers from prices that are unduly high or restrictive from the abuse of a dominant position; and (c) protec-

[1] TIAS 3285, 3818, 8552; 6 UST 2163; 8 UST 673; 28 UST 2391.

tion of airlines from prices that are artificially low because of direct or indirect governmental subsidy or support.

"(2) Each Party may require the filing with its aeronautical authorities of prices or rates to be charged by designated airlines of the other Party If it is dissatisfied with the prices or rates so filed, it shall so notify the other Party as soon as possible, and in any event within 30 days of receiving notification of the price or rate. The other Party may request consultations which shall be held as soon as possible, and in no event later than 30 days of the receipt of the request. If the matter cannot be resolved by consultation, the Party objecting to the price or rate may take appropriate action to prevent the use or charging of such price or rate, but only insofar as the price or rate applies to traffic originating in its territory

"(3) A Party shall not regulate the prices or rates charged by charterers to the public for charter traffic originating in the territory of the other Party "

3. The provisions set forth in Annex 7 of the Air Transport Agreement shall also be applicable to charter air services.

4. Neither Party shall unilaterally limit the volume, frequency, or the regularity of service or the aircraft type except as may be required for customs, technical, operations or environmental reasons under uniform conditions consistent with Article 15 of the Convention on International Civil Aviation offered for signing at Chicago on December 7, 1944 [1] or except as otherwise provided in this note.

I have the further honor to propose that, if your Government accepts the foregoing understandings, this note and your reply to that effect shall constitute an agreement between our two Governments which enters into force on the date of your reply To the extent any part of this agreement requires the approval of the Legislative Body of the Syrian Arab Republic, the United States Government shall be notified of this requirement within 30 days of the date of this note and such part of this agreement shall become provisionally in force from the date of your Government's reply to this note and shall become definitive upon the date of notification by your Government that the Legislative Body of the Syrian Arab Republic has approved such part.

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

For the Secretary of State:

JULIUS L. KATZ

His Excellency
Dr. SABAH KABBANI,
Ambassador of the Syrian Arab Republic.

---

[1] TIAS 1591, 6605, 6681, 61 Stat. 1184, 19 UST 7693, 20 UST 718.

The Syrian Ambassador to the Secretary of State

EMBASSY OF THE SYRIAN ARAB REPUBLIC
2215 WYOMING AVENUE, N. W.
WASHINGTON, D. C. 20008

Excellency·

I have the honor to refer to your letter of January 10, 1979 which reads as follows.

"I have the honor to refer to the Air Transport Agreement between the Government of the United States of America and the Government of the Syrian Arab Republic, signed at Damascus April 28, 1947, as amended, and to the exchange of notes dated March 14 and 16, 1977, concerning scheduled and non-scheduled air services, and to propose that the Agreement and the exchange of notes be amended as follows.

1 The exchange of notes dated March 14 and 16, 1977 shall be extended through December 31, 1980, with the following paragraph replacing paragraph 1(a) thereof·

"a. Syrian Arab Airlines, in a joint operation with Royal Jordanian Airlines, may operate between them four scheduled roundtrip flights per week between Damascus/ Amman and New York and Houston.

These flights will serve both Damascus and Amman, in either order, with the same through flight number, whether or not a change of aircraft is made between Damascus and Amman."

2. The Annex to the Air Transport Agreement shall be amended by adding a new Section 7, as follows:

"(1) Each Party shall allow prices for scheduled services to be established by each airline based upon commercial considerations in the marketplace, and intervention by the Parties shall be limited to (a) prevention of predatory or discriminatory prices or practices; (b) protection of consumers from prices that are unduly high or restrictive from the abuse of a dominant position; and (c) protection of airlines from prices that are artificially low because of direct or indirect governmental subsidy or support.

"(2) Each Party may require the filing with its aeronautical authorities of prices or rates to be charged by designated airlines of the other Party. If it is dissatisfied with the prices or rates so filed, it shall so notify the other Party as soon as possible, and in any event within 30 days of receiving notification of the price or rate. The other Party may request consultations which shall be held as soon as possible, and in no event later than 30 days of the receipt of the request. If the matter cannot be resolved by consultation, the Party objecting to the price or rate may take appropriate action to prevent the use or charging of such price or rate, but only insofar as the price or rate applies to traffic originating in its territory.

(3) A Party shall not regulate the prices or rates charged by charterers to the public for charter traffic originating in the territory of the other Party."

3. The provisions set forth in Annex 7 of the Air Transport Agreement shall also be applicable to charter air services.

4. Neither Party shall unilaterally limit the volume, frequency, or the regularity of service or the aircraft type except as may be required for customs, technical, operations or environmental reasons under uniform conditions consistent with Article 15 of the Convention on International Civil Aviation offered for signing at Chicago on December 7, 1944 or except as otherwise provided in this note.

I have the further honor to propose that, if your Government accepts the foregoing understandings, this note and your reply to that effect shall constitute an agreement between our two Governments which enters into force on the date of your reply. To the extent any part of this agreement requires the approval of the Legislative Body of the Syrian Arab Republic, the United States Government shall be notified of this requirement within 30 days of the date of this note and such part of this agreement shall become provisionally in force from the date of your Government's reply to this note and shall become definitive upon the date of notification by your Government that the Legislative Body of the Syrian Arab Republic has approved such part".

On behalf of the Government of the Syrian Arab Republic, I would like to convey to Your Excellency our acceptance of these understandings and our consent to have this agreement enter into force immediately.

Please accept, Excellency, the renewed assurances of my highest consideration.

Sincerely,

Dr. Sabah Kabbani
Ambassador

The Honorable
Cyrus R. Vance
Secretary of State
Washington, D.C.
January 10, 1979

PEOPLE'S REPUBLIC OF CHINA

Consular Relations

Agreement signed at Washington January 31, 1979;
Entered into force January 31, 1979.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA
ON THE MUTUAL ESTABLISHMENT OF CONSULAR RELATIONS
AND THE OPENING OF CONSULATES GENERAL

The Government of the United States of America and the Government of the People's Republic of China agree to establish consular relations, open consular offices by each side in the other's territory, promote the well-being of each side's citizens in the other's territory, and foster family reunion, tourism, commercial, scientific-technological, cultural and other relations between the peoples of the United States and China. The Government of the United States of America agrees to the opening of Consulates General by the Government of the People's Republic of China in San Francisco and Houston. The Government of the People's Republic of China agrees to the opening of Consulates General by the Government of the United States of America in Guangzhou and Shanghai. For practical arrangements, see Annex. These Consulates General will be opened at mutually agreed times in the future.

DONE at Washington this 31st day of January, 1979, in duplicate in the English and Chinese languages, both equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Cyrus R. Vance [1]

FOR THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA:

[2]

[1] Cyrus R. Vance.
[2] Huang Hua.

ANNEX ON PRACTICAL ARRANGEMENTS

The Government of the United States of America and the Government of the People's Republic of China agree that consular relations will be conducted on a basis of reciprocity and mutual benefit and in accordance with the general principles and practice of international law. In the event of disagreements, both governments undertake to resolve them through consultations in a spirit of mutual understanding and cooperation, drawing on the principles of customary international law embodied in the Vienna Convention on Consular Relations of 1963.[1]

Pending entry into force of a Consular Agreement to be negotiated, the two sides agree to the following interim practical arrangements:

1. The two governments agree to facilitate the reunion of families and will process all applications as quickly as possible under mutually agreed arrangements and in accordance with each side's laws and regulations.

2. The two governments agree to facilitate travel between their respective countries of persons who may claim simultaneously the nationality of the United States of America and the nationality of the People's Republic of China. Exit formalities and documentation shall be dealt with in accordance with the laws of the country in which the person concerned resides. Entry formalities and documentation shall be dealt with in accordance with the laws of the country to which the person concerned wishes to travel.

[1] TIAS 6820; 21 UST 77.

3. United States citizens entering the People's Republic of China on the basis of United States travel documents containing Chinese entry visas will, during the period for which their status has been accorded, and in accordance with the visa's validity, be considered United States nationals by the appropriate Chinese authorities for the purpose of ensuring consular access and protection. Such persons shall have the right of departure from the People's Republic of China without further documentation, regardless of whether they may also be regarded as citizens of the People's Republic of China, nor shall they lose the right of consular protection or the right of departure without further documentation if the period of validity for which the status has been accorded has expired during the course of judicial or administrative proceedings which prevent their earlier departure.

4. Citizens of the People's Republic of China entering the United States using travel documents of the People's Republic of China containing United States entry visas will, during the period for which their status has been accorded, and in accordance with the visa's validity, be considered nationals of the People's Republic of China by the appropriate United States authorities for the purpose of ensuring consular access and protection. Such persons shall have the right of departure from the United States without further documentation, regardless of whether they may also be regarded as citizens of the United States, nor shall they lose the right of consular protection or the right of departure without further documentation if the period of validity for which the

status has been accorded has expired during the course of judicial or administrative proceedings which prevent their earlier departure.

5. If a citizen of the sending country is arrested or detained in any manner, the authorities of the receiving country shall, without delay, notify the consular post or embassy accordingly of the arrest or detention of the person and permit access by a consular officer of the sending state to the citizen who is under arrest or detained in custody.

6. Persons residing in the People's Republic of China who are entitled to receive financial benefits from the Government of the United States of America shall receive their benefits under mutually agreed arrangements and in accordance with each side's laws and regulations.

7. Persons residing in the United States of America who are entitled to receive financial benefits from the Government of the People's Republic of China shall receive their benefits under mutually agreed arrangements and in accordance with each side's laws and regulations.

8. In addition to consular offices whose opening has already been agreed upon, the two sides agree to discuss the opening of consular offices in other cities as the need arises.

美利坚合众国政府和中华人民共和国政府关于互相建立领事关系和开设总领事馆的协议

美利坚合众国政府和中华人民共和国政府同意建立领事关系，在彼此境内开设领事馆，促进各自公民在对方境内的福利以及美中两国人民之间的家庭团聚、旅游、商业、科技、文化和其他关系的发展。美利坚合众国政府同意中华人民共和国政府在旧金山和休斯敦开设总领事馆。中华人民共和国政府同意美利坚合众国政府在广州和上海开设总领事馆。有关具体安排见附件。这些总领事馆将在今后共同商定的时间开馆。

本协议于一九七九年　　月　　日在华盛顿签订，共两份，每份都用英文和中文写成，两种文本具有同等效力。

美利坚合众国政府代表　　中华人民共和国政府代表

附 件

具 体 安 排

美利坚合众国政府和中华人民共和国政府同意在互惠和互利的基础上，按照国际法的一般原则和惯例处理领事关系。如出现不同意见，两国政府保证以互谅和合作的精神，参考一九六三年维也纳领事关系公约中包括的习惯的国际法诸原则，通过协商加以解决。

在尚待谈判的领事协定生效之前，双方同意下列临时的具体安排：

(一)两国政府同意便利家庭团聚，并按照双方同意的安排和各自的法律和条例尽快地处理一切申请。

(二)两国政府同意便利自称同时具有美利坚合众国国籍和中华人民共和国国籍的人在两国间进行旅行。出境手续和证件应按照有关个人居住国的法律来处理。入境手续和证件应按照有关个人希望前往的国家的法律来处理。

(三)凡持美国旅行证件并有中国入境签证的美国公民进入中华人民共和国，在他们被赋与该身份的有效期和在签证的有效期内将被中国有关当局视为美国国民，以保

证他们能得到领事会见和保护。这些人应有权离开中华人民共和国而无需别的证件，不论他们是否也被看作中华人民共和国公民；如果法律或行政诉讼阻碍了这些人更早地离境，而在诉讼期间他们被赋与该身份的有效期已经期满，他们也不应失去领事保护权，不应失去无需别的证件就能离境的权利。

(四)凡持中华人民共和国旅行证件并有美国入境签证的中华人民共和国公民进入美国，在他们被赋与该身份的有效期和在签证的有效期内将被美国有关当局视为中华人民共和国国民，以保证他们能得到领事会见和保护。这些人应有权离开美国而无需别的证件，不论他们是否也被看作美国公民；如果法律或行政诉讼阻碍了这些人更早地离境，而在诉讼期间他们被赋与该身份的有效期已经期满，他们也不应失去领事保护权，不应失去无需别的证件就能离境的权利。

(五)如果派遣国的一个公民以任何方式被逮捕或拘留，接受国当局应不迟延地通知领事馆或大使馆该人已被逮捕或拘留，并允许派遣国的领事官会见被逮捕或拘留的这个公民。

(六)在中华人民共和国居住的有资格从美利坚合众国

政府得到经济利益的人应按照双方同意的安排和各自的法律和条例领取有关款项。

(七)在美利坚合众国居住的有资格从中华人民共和国政府得到经济利益的人应按照双方同意的安排和各自的法律和条例领取有关款项。

(八)除了已达成协议开设的领事馆以外，双方同意在需要时讨论在其他城市开设领事馆的问题。

PEOPLE'S REPUBLIC OF CHINA

Cultural Relations

Agreement signed at Washington January 31, 1979;
Entered into force January 31, 1979.

CULTURAL AGREEMENT
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA

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

Noting with satisfaction that better understanding between the peoples of both countries has been brought about through contacts and exchanges in culture, arts, humanities, journalism, sports, and other fields;

For the purpose of promoting wider contacts between the two peoples in the interest of consolidating and developing friendly relations between the two countries, and enhancing mutual understanding through encouraging and promoting cultural exchanges between the two countries in the spirit of the Joint Communique on the Establishment of Diplomatic Relations between the United States of America and the People's Republic of China,[1] and on the basis of the principles of equality, reciprocity and mutual benefit;

Have agreed as follows:

ARTICLE I

The two governments will encourage a deeper knowledge of their respective histories, cultures, literatures, arts, languages, sports and other areas including attention to general knowledge in addition to more specialized study. Through cooperative programs as well as exchanges, the two governments will promote and assist their respective efforts to this end.

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

ARTICLE II

The two governments will encourage and facilitate further development of contacts and exchanges between the peoples of the two countries, including but not limited to interchanges between representatives of professional groups, cultural organizations, news and public information organizations, radio and television organizations and academic institutions and persons on the basis of shared interests.

ARTICLE III

The two governments will encourage, through mutually agreed programs and exchanges, enhanced understanding between the two peoples. Programs and activities to further this objective may include, but would not be limited to, the publication and distribution of books, magazines, and other printed materials; production and dissemination of films, recordings, and other audio-visual materials; as well as exhibitions relating to history, culture, arts and contemporary life; presentations of musical, dramatic and dance performances; and sports. In order to make such presentations and materials more readily understood in the other country, each government will encourage the development of activities such as translation programs.

ARTICLE IV

The two governments will encourage the broadest participation and support by non-governmental as well as governmental institutions for programs and activities covered by this Agreement.

ARTICLE V

On behalf of the Government of the United States of America, the Executive Agency for this Agreement shall be the International Communication Agency; on behalf of the Government of the People's Republic of China, the Executive Agency for this Agreement shall be the Ministry of Culture of the People's Republic of China.

The two Executive Agencies shall communicate with one another to review and assist in the implementation of this Agreement and may meet periodically as they may agree. They may reach understandings with one another regarding specific programs for agreed periods of time, which will guide the implementation of this Agreement.

The two Executive Agencies will encourage and facilitate, as appropriate, the development of contacts and cooperation between government agencies, institutions of higher learning, research institutes and other entities of the two countries and the conclusion of agreements between such bodies for mutually beneficial activities.

ARTICLE VI

This Agreement shall come into force on the date of signature for a period of five years. It shall be automatically renewed for another five years unless one of the Governments gives written notice of termination to the other at least six months prior to the expiration of the period, and shall be renewable accordingly thereafter.

DONE at Washington this 31st day of January, 1979, in duplicate in the English and Chinese languages, both equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA:

[1]

[1] Deng Xiaoping.

美利坚合众国政府和
中华人民共和国政府文化协定

美利坚合众国政府和中华人民共和国政府，

满意地注意到，通过文化、艺术、人文学、新闻、和体育等方面的接触和交流，两国人民相互间的了解得到了增进；

为进一步促进两国人民更广泛的接触以利于巩固和发展两国之间的友好关系，双方根据《美利坚合众国和中华人民共和国关于建立外交关系的联合公报》的精神，在平等、互惠、互利的原则基础上通过鼓励和促进两国文化交流来增进互相了解；

现达成协议如下：

第 一 条

两国政府鼓励对彼此的历史、文化、文学、艺术、语言和体育等加深了解，除了较专门化的研究之外，还包括

一般性知识。通过合作计划和交流，两国政府将促进和帮助它们各自为此目的而进行的努力。

第 二 条

两国政府鼓励和促进两国人民间的接触和 流的进一步发展，这包括但不限于专业团体，文化组织，新闻宣传机构，广播电视机构，学术机构以及人员之间在共同兴趣的基础上的互相交流。

第 三 条

两国政府通过共同议定的计划和交流，鼓励两国人民增加互相了解。促进这一目标的计划和活动可以包括但不限于出版和发行书籍、刊物和其他印刷品；生产和发行电影、录音和其他直观材料；历史、文化、艺术和现代生活有关的展览会，音乐、戏剧和舞蹈演出；以及体育运动。两国鼓励发展上述演出和材料的翻译计划等活动，以便使之在另一国更容易被了解。

第 四 条

两国政府鼓励非政府机构和政府机构最广泛地参加和支持本协定所涉及的计划和活动。

第 五 条

代表美利坚合众国负责执行这一协定的机构是国际交流署；代表中华人民共和国负责执行这一协定的机构是中华人民共和国文化部。

以上两执行机构应该互相联系、检查和支持本协定的执行。两执行机构可在双方同意的情况下定期会面。两机构可就双方同意的期间内的具体计划达成谅解以指导本协定的执行。

两执行机构应适当地鼓励和促进两国间政府机构、高等院校、研究机构和其他单位的接触和合作，并适当地鼓励和促进这些机构就互利活动缔结协议。

第 六 条

本协定自签字之日起生效，有效期为五年。如缔约任

何一方在期满前六个月未以书面方式通知另一方要求终止本协定，则本协定将自动延长五年，并依此办法顺延。

本协定于一九七九年　　月　　日于华盛顿签订，用英文和中文写成，一式两份。两种文本具有同等效力。

美利坚合众国 政府代表	中华人民共和国 政府代表
Jimmy Carter	邓小平

PEOPLE'S REPUBLIC OF CHINA

Cooperation in Science and Technology

Agreement signed at Washington January 31, 1979;
Entered into force January 31, 1979.
With exchange of letters.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA
ON COOPERATION IN SCIENCE AND TECHNOLOGY

The Government of the United States of America and the Government of the People's Republic of China (hereinafter referred to as the Contracting Parties);

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

Recognizing that cooperation in the fields of science and technology can promote the well-being and prosperity of both countries;

Affirming that such cooperation can strengthen friendly relations between both countries;

Wishing to establish closer and more regular cooperation between scientific and technical entities and personnel in both countries;

Have agreed as follows:

ARTICLE 1

1. The Contracting Parties shall develop cooperation under this Agreement on the basis of equality, reciprocity and mutual benefit.

2. The principal objective of this Agreement is to provide broad opportunities for cooperation in scientific and technological fields of mutual interest, thereby promoting the progress of science and technology for the benefit of both countries and of mankind.

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

ARTICLE 2

Cooperation under this Agreement may be undertaken in the fields of agriculture, energy, space, health, environment, earth sciences, engineering, and such other areas of science and technology and their management as may be mutually agreed, as well as educational and scholarly exchange.

ARTICLE 3

Cooperation under this Agreement may include:

a. Exchange of scientists, scholars, specialists and students;

b. Exchange of scientific, scholarly, and technological information and documentation;

c. Joint planning and implementation of programs and projects;

d. Joint research, development and testing, and exchange of research results and experience between cooperating entities;

e. Organization of joint courses, conferences and symposia;

f. Other forms of scientific and technological cooperation as may be mutually agreed.

ARTICLE 4

Pursuant to the objectives of this Agreement, the Contracting Parties shall encourage and facilitate, as appropriate, the development of contacts and cooperation between government agencies, universities, organizations, institutions, and other entities of both countries, and the conclusion of accords between such bodies for the conduct of cooperative activities. Both sides will further promote, consistent with such cooperation and where appropriate, mutually beneficial bilateral economic activities.

ARTICLE 5

Specific accords implementing this Agreement may cover the subjects of cooperation, procedures to be followed, treatment of intellectual property, funding and other appropriate matters. With respect to funding, costs shall be borne as mutually agreed. All cooperative activities under this Agreement shall be subject to the availability of funds.

ARTICLE 6

Cooperative activities under this Agreement shall be subject to the laws and regulations in each country.

ARTICLE 7

Each Contracting Party shall, with respect to cooperative activities under this Agreement, use its best efforts to facilitate prompt entry into and exit from its territory of equipment and personnel of the other side, and also to provide access to relevant geographic areas, institutions, data and materials.

ARTICLE 8

Scientific and technological information derived from cooperative activities under this Agreement may be made available, unless otherwise agreed in an implementing accord under Article 5, to the world scientific community through customary channels and in accordance with the normal procedures of the participating entities.

ARTICLE 9

Scientists, technical experts, and entities of third countries or international organizations may be invited, upon mutual consent of both sides, to participate in projects and programs being carried out under this Agreement.

ARTICLE 10

1. The Contracting Parties shall establish a US-PRC Joint Commission on Scientific and Technological Cooperation, which shall consist of United States and Chinese parts. Each Contracting Party shall designate a co-chairman and its members of the Commission. The Commission shall adopt procedures for its operation, and shall ordinarily meet once a year in the United States and the People's Republic of China alternately.

2. The Joint Commission shall plan and coordinate cooperation in science and technology, and monitor and facilitate such cooperation. The Commission shall also consider proposals for the further development of cooperative activities in specific areas and recommend measures and programs to both sides.

3. To carry out its functions, the Commission may when necessary create temporary or permanent joint subcommittees or working groups.

4. During the period between meetings of the Commission, additions or amendments may be made to already approved cooperative activities, as may be mutually agreed.

5. To assist the Joint Commission, each Contracting Party shall designate an Executive Agent. The Executive Agent on the United States side shall be the Office of Science and Technology Policy; and on the side of the People's Republic of China, the State Scientific and Technological Commission. The Executive Agents shall collaborate closely to promote proper implementation of all activities and programs. The Executive Agent of each Contracting Party shall be responsible for coordinating the implementation of its side of such activities and programs.

ARTICLE 11

1. This Agreement shall enter into force upon signature and shall remain in force for five years. It may be modified or extended by mutual agreement of the Parties.

2. The termination of this Agreement shall not affect the validity or duration of any implementing accords made under it.

DONE at Washington this 31st day of January, 1979, in duplicate in the English and Chinese languages, both equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA:

[1]

[1] Deng Xiaoping.

美利坚合众国政府和中华人民共和国政府科学技术合作协定

美利坚合众国政府和中华人民共和国政府（以下称缔约双方），

根据《美利坚合众国和中华人民共和国关于建立外交关系的联合公报》的精神；

认为科学技术领域的合作能够促进两国的福利和繁荣；

确认这种合作能够加强两国的友好关系；

希望两国科学技术单位和人员之间建立更密切和更正常的合作，

达成协议如下：

第 一 条

一、缔约双方根据本协定在平等、互利和互惠的基础

上发展合作。

二、本协定的主要目的是为在共同感兴趣的科学技术领域进行合作提供广泛的机会，从而促进科学技术的进步，有益于两国和人类。

第 二 条

根据本协定可在农业、能源、空间、卫生、环境、地学、工程和双方同意的其他科学技术和科技管理，以及教育和学术交流方面进行合作。

第 三 条

根据本协定，合作可包括：

一、互派科学家、学者、专家和留学生；

二、交换科学、学术和技术情报及文献；

三、共同制定和执行计划与项目；

四、共同研究、发展和试验，以及合作单位之间交换研究成果和交流经验；

五、组织联合训练班、会议和讨论会；

六、双方同意的其他科学技术合作形式。

第 四 条

按照本协定的目的，缔约双方应在适当范围内，对两国的政府部门、大学、组织、机构及其他单位间发展往来和合作，以及对这些团体进行合作活动签订协议予以鼓励和提供方便。双方将进一步促进与这种合作一致的、适当的、互利的双边经济活动。

第 五 条

执行本协定的具体协议可包括合作的题目、应遵循的程序、知识产权的处理、经费以及其他适当的事项。关于经费，应按一致同意的办法负担费用。根据本协定进行的一切合作活动，将取决于所能获得的经费。

第 六 条

根据本协定进行的合作活动应服从于各自国家的法律和规定。

第 七 条

缔约双方将尽最大的努力就本协定的合作活动给另一方的人员和设备迅速入、出境的便利，并提供进入有关地理区域、研究机构和取得资料和材料的方便。

第 八 条

除根据第五条在执行协议中同意另作处理外，由本协定合作活动所产生的科学技术情报可按通常的途径，根据参加单位的正常程序提供世界科学界使用。

第 九 条

经双方一致同意，可邀请第三国或国际组织的科学家、技术专家和单位参加根据本协定所进行的计划和项目。

第 十 条

一、缔约双方建立一个美、中科学技术合作联合委员会，并由美、中双方组成。缔约双方各指定委员会的一位主席和若干委员。委员会将为自己的活动通过一些程序，

通常每年召开一次会议，轮流在美国和中华人民共和国召开。

二、委员会规划和协调科学技术合作，并检查和协助这种合作。委员会还要考虑在具体领域内进一步发展合作活动的建议，向双方推荐计划和措施。

三、委员会为执行其职能，必要时可设立临时的或常设的联合小组委员会或工作小组。

四、在委员会休会期间，经双方同意可对已经批准的合作活动作补充和修改。

五、缔约双方各自指定一个执行机构，以协助联合委员会。美国方面的执行机构是科学技术政策办公室，中华人民共和国方面的执行机构是国家科学技术委员会。执行机构应紧密合作，以促进各项计划和活动的正常执行。缔约双方的执行机构负责协调各自一方的这些计划和活动的执行。

第十一条

一、本协定自签字之时起生效，有效期为五年。经双方一致同意，本协定可予以修改和延长。

二、本协定的终止并不影响根据本协定制定的任何正在执行的协议的效力或有效期。

本协定于一九七九年　　月　　日在华盛顿签订，一式两份，每份都用英文和中文写成，两种文本具有同等效力。

美利坚合众国政府
代　表

中华人民共和国政府
代　表

[EXCHANGE OF LETTERS]

January 31, 1979

His Excellency
Fang Yi
Minister in Charge
The State Scientific and
Technological Commission
Beijing

Dear Mr. Minister:

With reference to the Agreement Between the United States of America and the People's Republic of China on Cooperation in Science and Technology, signed in Washington today, it is the understanding of the Government of the United States of America that existing understandings in the fields of education, agriculture and space will become a part of the formal specific accords to be concluded in those fields under Article 5 of the Agreement.

Attached as annexes to this letter are the Understanding on the Exchange of Students and Scholars reached in Washington in October 1978, the Understanding on Agricultural Exchange reached in Beijing in November 1978, and the Understanding on Cooperation in Space Technology reached in Washington in December 1978.

If the Government of the People's Republic of China confirms this understanding and the texts of the understandings annexed hereto, this letter and the letter of confirmation of the People's Republic of China will constitute an agreement relating to these fields between our two governments.

Sincerely,

Frank Press

Director
Office of Science
and Technology Policy

UNDERSTANDING ON THE EXCHANGE OF
STUDENTS AND SCHOLARS BETWEEN
THE UNITED STATES OF AMERICA
AND
THE PEOPLE'S REPUBLIC OF CHINA

An understanding on educational exchanges between the United States and China was reached in Washington, D. C. in October 1978 during discussions between the Chinese education delegation headed by Dr. Chou Pei-yuan, Acting Chairman of the PRC Science and Technology Association, and the U. S. education delegation headed by Dr. Richard C. Atkinson, Director of the National Science Foundation, as follows:

1. Both sides agreed they would pursue a program of educational exchange in accordance with and in implementation of the spirit of the Shanghai Communique;

2. There will be a two-way scientific and scholarly exchange which will provide mutual benefit to both countries;

3. The exchanges will include students, graduate students and visiting scholars for programs of research and study in each country;

4. The two sides exchanged lists of fields in which its students and scholars are interested and lists of institutions where they wish to work. Each side will

use its best efforts to fulfill the requests of the other for study and research opportunities. Each side will expeditiously grant visas for such exchanges in accordance with its laws and regulations;

5. The sending side will pay the costs associated with its participants;

6. Both sides may take full advantage of any scholarships which may be offered;

7. Each side will be responsible for the implementation of the program in its territory, including responsibility for providing advice to the other side and relevant information and materials about the universities and research institutions concerned;

8. The two sides agreed that the students and scholars sent by both sides should observe the laws and regulations and respect the customs of the receiving country;

9. The Chinese side indicated it wishes to send a total of 500 to 700 students and scholars in the academic year 1978-1979. The United States side indicated it wishes to send 10 students in its national program in January 1979 and 50 students in its national program by September 1979 as well as such other numbers

as the Chinese side is able to receive. Both sides agreed to use their best efforts to implement such programs;

10. To set each year the number of students and scholars to be exchanged and to discuss the progress of the program of exchanges, the two sides will meet when necessary. Consultations on important matters may also be held by the governments of the two countries. In addition, both sides will encourage direct contacts between the universities, research institutions, and scholars of their respective countries;

11. Both sides believe that the discussions mark a good beginning and have opened up the prospect of broadened opportunities for exchanges between the two countries in the fields of science, technology and education as relations between them improve. Both sides also believe that such exchanges are conducive to the promotion of friendship and understanding between their two peoples.

UNDERSTANDING ON AGRICULTURAL EXCHANGE BETWEEN
THE UNITED STATES OF AMERICA
AND
THE PEOPLE'S REPUBLIC OF CHINA

During a visit to China of a delegation led by U. S. Secretary of Agriculture Robert Bergland in November 1978, discussions were held with Chinese officials which resulted in understandings concerning US-PRC agricultural exchange. It was agreed that it would be of mutual benefit to promote cooperation in agricultural technology, economic information, science and education, and trade in agricultural products, and that contacts between organizations and institutions of all types in these fields should be facilitated.

It was noted that study groups had already been exchanged in the fields of science and research, farm machinery, citrus fruits, wheat and vegetables. It was agreed that areas in which further exchanges should occur would include germ plasm (seed research and selection), biological control of pests, livestock and veterinary science, and agricultural education and research management methods. It was also agreed that, within the next two or three years, cooperation would be carried out in the fields of forestry, agricultural

engineering, improvement of grasslands and management of pasturelands, cultivation of fruit trees, medicinal plants, and the application of remote sensing and computer technology to agriculture. Such cooperation would include mutual visits of, and joint research by, students, scientists and technicians.

The U. S. side agreed to facilitate contacts between officials of the People's Republic of China and U. S. manufacturers of agricultural equipment and supplies. Each side expressed its interest in the statistical methods of agricultural economics and experience in agricultural management of the other side. It was agreed also that, through the cooperator program of the U. S. Department of Agriculture, further discussions should be held regarding the products and technology best suited to conditions in China and that USDA teams would begin visiting China in early 1979. Reciprocal scientific teams from the PRC will also begin U. S. study visits in 1979.

It was agreed that the development of agricultural trade between the two countries was in the mutual interest and that its prospects were bright.

It was agreed that when study teams or technical trainees are exchanged on a one-for-one basis, the

host country would pay in-country costs; and that when the exchange is not reciprocal, the sending country will pay all costs.

UNDERSTANDING ON COOPERATION
IN SPACE TECHNOLOGY BETWEEN
THE UNITED STATES OF AMERICA
AND
THE PEOPLE'S REPUBLIC OF CHINA

During a visit to the United States in November and December 1978 by a delegation headed by Dr. Jen Hsin-min, Director of the Chinese Academy of Space Technology, an understanding in principle was reached with a delegation headed by Dr. Robert A. Frosch, Administrator of the National Aeronautics and Space Administration, on U.S.-Chinese cooperation in the peaceful utilization of space technology.

This understanding includes:

1. Cooperation in the development of the civil broadcasting and communications system of the PRC. The PRC intends, under suitable conditions, to purchase a U. S. satellite broadcasting and communications system, including the associated ground receiving and distribution equipment. The space portion of the system will be launched by NASA and placed in geostationary orbit by a U. S. contractor, with continued operation to be carried out by China; and

2. The intended purchase, under suitable conditions, by the PRC of a U. S. ground station capable of receiving earth resources information from the NASA Landsat remote

sensing satellites, including the Landsat now under development.

It was also agreed that, through further discussions and correspondence, both sides would develop the details of the understanding described above and consider other fields of civil space cooperation which could be of mutual interest and benefit.

六、双方均可充分利用可能提供的任何奖学金；

七、各方负责此计划在其国内的执行，包括负责向对方提供咨询及有关大学和研究机构的有关情况和资料；

八、双方同意派出的学生和学者应遵守接受国的法律和规定并尊重其风俗习惯；

九、中方表示希望在一九七八至一九七九学年派出总数为五百至七百名的学生和学者。美方表示希望在一九七九年一月派出其国家计划中的十名学生，一九七九年九月前派出其国家计划中的五十名学生，以及中方能接受的其他数目。双方同意尽力完成这些计划；

十、为了每年确定交换的学生和学者数目，以及讨论交换计划的进展，双方将在必要时会晤。重要问题也可通过两国政府协商。此外，双方鼓励各自国的大学、研究机构和学者之间进行直接接触；

十一、双方认为这次会谈是一个良好的开端，随着两国关系的改善，它为两国之间进行科学、技术和教育领域的交流开拓了广阔的前景。双方还相信这样的交流是有助于促进两国人民之间的友谊和了解的。

中华人民共和国和美利坚合众国互派留学生和学者的谅解

一九七八年十月，以中国科学技术协会代主席周培源博士为首的中国教育代表团和国家科学基金会主任理查德·西·阿特金森博士为首的美国教育代表团在华盛顿特区会谈期间，就两国的教育交流达成了谅解如下：

一、双方同意要按照、并贯彻上海公报的精神，实行一项教育交流计划；

二、两国将进行一项互利的有来有往的科学和学术交流；

三、交流将包括学生、研究生和访问学者在对方国家执行研究和学习计划；

四、双方交换了其学生和学者感兴趣的专业名单以及他们想去工作的机构名单。各方将尽力满足对方在学习和研究机会方面的要求。各方将根据本国的法律和规定，迅速为进行这种交流发给签证；

五、派出一方将支付其参与交流的人员的费用；

品制造厂商之间的联系。双方对彼此的农业经济统计方法和农业管理经验感兴趣。双方还同意，通过美国农业部合作者计划，关于最适合中国条件的产品和技术应进一步举行会谈，美国农业部的一些小组将于一九七九年年初开始访问中国。中国科技小组也将于一九七九年开始对美国进行考察回访。

双方同意，两国农业贸易的发展是符合双方利益的，其前景是光明的。

双方同意，在对等的基础上互换考察组或技术培训人员时，接待国支付国内费用；而在交换不对等时，派遣国支付所有费用。

中华人民共和国和美利坚合众国农业交流的谅解

一九七八年十一月，以美国农业部长罗伯特·伯克兰为首的代表团访华期间，与中国的官员举行了会谈，并达成了关于中美农业交流的谅解。双方同意，促进农业技术、经济情报、科学和教育的合作以及农产品的贸易，是符合双方利益的，应为这些领域的各种类型的组织和机构之间的交往提供方便。

双方注意到，已经在科学研究、农业机械、柑桔、小麦和蔬菜等领域交换了考察组。双方同意，应进一步进行的交流范围将包括种质（种子研究和选种）、虫害生物防治、畜牧和兽医科学以及农业教育和研究管理方法。双方还同意，今后两、三年内，在林业、农业工程学、草原的改良和牧场管理、果树栽培、药用植物以及遥感和计算机技术在农业上的运用领域进行合作。这些合作应包括学生、科学家和技术人员的互访和共同研究。

美国方面同意协助中国官员同美国农业设备和农用产

品制造厂商之间的联系。双方对彼此的农业经济统计方法和农业管理经验感兴趣。双方还同意，通过美国农业部合作者计划，关于最适合中国条件的产品和技术应进一步举行会谈，美国农业部的一些小组将于一九七九年年初开始访问中国。中国科技小组也将于一九七九年开始对美国进行考察回访。

双方同意，两国农业贸易的发展是符合双方利益的，其前景是光明的。

双方同意，在对等的基础上互换考察组或技术培训人员时，接待国支付国内费用；而在交换不对等时，派遣国支付所有费用。

中华人民共和国和美利坚合众国空间技术合作的谅解

以中国空间技术研究院院长任新民博士为首的代表团在一九七八年十一月至十二月访问美国期间，与以国家航空与宇航局局长罗伯特·埃·弗罗歇博士为首的代表团原则上达成了一项中、美和平利用空间技术合作的谅解。

本谅解包括：

一、在发展中国的民用广播、通讯系统方面的合作，在条件合适的情况下，中国拟购买一套美国卫星广播、通讯系统，包括有关的地面接收和转发设备。该系统的空间部分由国家航宇局发射，并由美国承包商把它送到地球同步轨道上，然后中国继续进行操作。

二、在条件合适的情况下，中国拟购买一个美国的地面站，能接收国家航宇局陆地资源遥感卫星包括现在正在发展的陆地资源卫星发来的地球资源信息。

双方还同意，通过进一步讨论和通信联系，将发展上述谅解的细节，并考虑对双方都感兴趣和有益的其他民用空间合作的领域。

华盛顿特区
科学技术政策办公室主任
尊敬的弗兰克·普雷斯博士

普雷斯博士：

根据你今天来信及附件，我谨代表中华人民共和国政府确认，中美双方一九七八年十月在华盛顿达成互派留学生和学者的谅解、一九七八年十一月在北京达成农业交流的谅解和一九七八年十二月在华盛顿达成空间技术合作的谅解成为执行今天在华盛顿签订的《中华人民共和国和美利坚合众国科学技术合作协定》的具体协议的一部分。

随函附上中华人民共和国和美利坚合众国互派留学生和学者的谅解、中华人民共和国和美利坚合众国农业交流的谅解和中华人民共和国和美利坚合众国空间技术合作的谅解。

顺致最崇高的敬意。

中华人民共和国
国家科学技术委员会主任

方毅

一九七九年一月三十一日

TRANSLATION

His Excellency
Dr. Frank Press
Director, Office of Science and Technology Policy
Washington, D.C.

Dear Dr. Press:

With reference to your letter and annexes of this date, I confirm, on behalf of the Government of the People's Republic of China, that the Understanding on the Exchange of Students and Scholars reached in Washington in October 1978, and the Understanding on Cooperation in Space Technology reached in Washington in December 1978, constitute a part of the specific "Agreement Between the United States of America and the People's Republic of China on Cooperation in Science and Technology" concluded today in Washington D.C.

Attached hereto are the Understanding on the Exchange of Students and Scholars Between the People's Republic of China and the United States of America, the Understanding on Agricultural Exchange Between the People's Republic of China and the United States of America, and the Understanding on Cooperation in Space Technology Between the People's Republic of China and the United States of America,[1]

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

Fang Yi

Chairman, The State Scientific
and Technological Commission
The People's Republic of China

January 31, 1979

[1] For the English language text of the understanding, see pp. 48–55.

MALAYSIA

Trade in Textiles and Textile Products

Agreement effected by exchange of notes
Signed at Kuala Lumpur May 17 and June 8, 1978;
Entered into force June 8, 1978;
Effective January 1, 1978.
And amending agreement
Effected by exchange of letters
Signed at New York and Washington October 20 and November 29, 1978;
Entered into force November 29, 1978.

The American Ambassador to the Malaysian Deputy Prime Minister and Minister of Trade and Industry

EMBASSY OF THE
UNITED STATES OF AMERICA
Kuala Lumpur

May 17, 1978

Dato Seri Dr. Mahathir bin Mohamed
Deputy Prime Minister and
Minister of Trade and Industry
International Trade Division
Jalan Duta
Kuala Lumpur

Excellency:

I have the honor to refer to the Arrangement regarding international trade in textiles (hereinafter referred to as the Arrangement), done at Geneva on December 20, 1973.[1]

I have also the honor to refer to discussions between representatives of the Government of Malaysia and the Government of the United States of America in Washington from November 11 to November 15, 1977, concerning exports to the United States of cotton, wool and man-made fiber textiles and textile products. As a result of these discussions, and in conformity with Article 4 of the Arrangement, I have the honor to propose, on behalf of the Government of the United States of America, the following agreement relating to trade in cotton, wool and man-made fiber textiles and textile products between Malaysia and the United States:

1. This agreement shall enter into force on January 1, 1978, and shall remain in force through December 31, 1980, except as provided in paragraph 19.

2. Textiles and textile products covered by this agreement shall be classified in three groups, as follows:

GROUP	DEFINITION
I	Yarns, fabrics, made-up goods and miscellaneous textile products of cotton and man-made fibers. (Categories 300-330, 360-369, 600-630 and 660-669).
II	Apparel of cotton and man-made fibers. (Categories 331-352 and 631-659).

[1] TIAS 7840, 8939; 25 UST 1001; 29 UST 2287.

GROUP	DEFINITION
III	Wool textiles and textile products. (Categories 400-469).

The determination of whether a textile or textile product is of cotton, wool, or man-made fiber shall be made in accordance with the terms of paragraph 9. The categories referred to in the above definitions of groups are those summarized in Annex A.

3. Each "Agreement Year" shall be a calendar year, with the first agreement year commencing on January 1, 1978 and ending on December 31, 1978. "Limit" or "limits" means, as the context requires, a group limit, a specific limit, a sub-limit, or any combination thereof, as described in paragraph 5. "Flexibility" means the amount by which a specific limit or sub-limit may be exceeded pursuant to paragraph 7.

4. (A) The system of categories and the rates of conversion into square yards equivalent listed in Annex A shall apply in implementing this agreement except as set out in subparagraph 4 (B).

(B) For purposes of this agreement, and in recognition of the patterns of trade of Malaysia with the United States of America, the groups of categories below are merged and treated as single categories and subcategories as indicated, with limits for categories and sub-limits for subcategories as set out in Annex B:

CATEGORIES MERGED	DESIGNATION IN AGREEMENT	SUBCATEGORIES
333,334,335	333/334/335	333,334,335
638,639	638,639	639

For purposes of computing charges to group and specific limits and sub-limits for the categories and subcategories cited above, rates of conversion for individual categories set out in Annex A shall be applied.

5. Commencing with the first agreement year, and during the subsequent term of this agreement, the Government of Malaysia shall limit annual exports from Malaysia to the United States of America of cotton, wool, and man-made textiles and textile products manufactured in Malaysia to the group and specific limits and sub-limits set out in Annex B, as such limits may be adjusted in accordance with paragraphs 7 and 8. The limits set out in Annex B do not include any adjustments permitted under paragraphs 7 or 8.

6. (A) Categories not subject to specific limits are subject to consultation levels and to the applicable group limits. Except as specified in Annex C, which sets out certain consultation levels for the first agreement year, consultation levels for each agreement year for categories not subject to a specific limit or subject to Annex C, shall be 1,000,000 square yards equivalent for categories in Group I, 700,000 square yards equivalent for categories in Group II, and 100,000 square yards equivalent for categories in Group III.

(B) In the event the Government of Malaysia wishes to export to the United States of America textiles or textile products in excess of an applicable consultation level, the Government of Malaysia shall request the higher level and the Government of the United States shall consider the request sympathetically and shall respond promptly.

(C) The Government of Malaysia may also request consultation levels in excess of those set out in subparagraph 6(A) for the following agreement year during the last quarter of any agreement year. The Government of the United States will consider the request sympathetically and shall respond promptly. If requested by the Government of Malaysia, the Government of the United States shall consult promptly with the Government of Malaysia with respect to the consultation levels for any categories for which it has not agreed to the request of the Government of Malaysia. Until a mutually satisfactory consultation level for any such category is established, the Government of Malaysia shall not permit exports in such category to exceed the consultation level in force at the time of the request.

7. During any agreement year, and within the applicable group limits for such agreement year, as they may be adjusted pursuant to paragraph 8, any specific limit or sub-limit set out in Annex B may be exceeded by not more than:

   7 percent if included within Group II, and
   5 percent if included within Group III.

   Adjustments made pursuant to this paragraph are in addition to those pursuant to paragraph 8.

8. (A) In any agreement year, in addition to any adjustments pursuant to paragraph 7 (in the case of specific limits or sub-limits) exports may exceed by 11 percent any group of specific limit or sub-limit by allocating to such limit for that agreement year an unused portion of the corresponding limit for the previous agreement year ("carry-over") or a portion of the corresponding limit for the succeeding agreement year ("carry forward") subject to the following conditions:

   (I) Carry-over may be utilized as available up to 11 percent of the receiving agreement year's applicable limits.

   (II) The combination of carry-over and carry forward shall not exceed 11 percent of the receiving agreement year's applicable limits in any agreement year;

   (III) Carry forward may be utilized up to 6 percent of the receiving agreement year's applicable limits and shall be charged against the immediately following agreement year's corresponding limits.

   (B) For purposes of this agreement, a shortfall occurs when exports of textiles or textile products of Malaysian origin to the United States during an agreement year are below any applicable group limit, specific limit or sub-limit. In the agreement year following the shortfall, such exports from Malaysia to the United States of America may be permitted to exceed the group and specific limits and/or sub-limits, subject to the conditions of subparagraph 8(A) by carry-over of shortfalls in the following manner:

(I) The carry-over shall not exceed the amount of shortfall in either the applicable group limit or any specific limit or sub-limit;

(II) In the case of shortfall in a category or sub-category subject to a specific limit or sub-limit, the shortfall shall be used in the category or sub-category in which the shortfall occurred; and

(III) In the case of shortfall not attributable to categories (or combinations of categories) or sub-categories subject to specific limits or sub-limits, the carry-over shall be used in the same group in which the shortfall occurred.

(C) The limits referred to in subparagraphs (A) and (B) of this paragraph are without any adjustment under this paragraph or paragraph 7.

(D) The total adjustments under this paragraph shall be in addition to adjustments to limits permitted by paragraph 7.

9. (A) Tops, yarns, piece goods, made-up articles, garments and other textile manufactured products, all being products which derive their chief characteristics from their textile components, of cotton, wool, or man-made fibers, or blends thereof, in which any or all of those fibers represent either the chief value of the fibers or 50 percent or more by weight (or 17 percent or more by weight or wool) of the product, are subject to this agreement.

(B) For the purposes of this agreement, textile products shall be classified as cotton, wool or man-made fiber textiles if wholly or in chief value of any of these fibers. Any products covered by sub-paragraph 9 (A) but not in chief value of cotton, wool or man-made fiber shall be classified as:

(I) Cotton textiles if containing 50 percent or more by weight of cotton, or if the cotton component exceeds by weight the wool and/or the man-made fiber component;

(II) Wool textiles if not cotton, and wool equals or exceeds 17 percent by weight of all component fibers; and

(III) Man-made fiber textiles if neither of the foregoing applies.

10. Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising in the implementation of this agreement, including differences in points of procedure or operation.

11. (A) The Government of the United States of America shall promptly supply the Government of Malaysia with data on monthly imports of cotton, man-made fiber and wool textiles and textile products into the United States of America from Malaysia.

(B) The Government of Malaysia shall promptly supply the Government of the United States of America with data on monthly exports of cotton, man-made fiber and wool textiles and textile products from Malaysia to the United States of America.

(C) Each government agrees to supply promptly any other available statistical data necessary to the implementation of this agreement requested by the other government.

12. The Government of Malaysia shall use its best efforts to space exports from Malaysia to the United States of America within each category or sub-category evenly throughout each agreement year, taking into consideration normal seasonal factors. Exports from Malaysia in excess of authorized levels, if allowed entry into the United States, will be charged to the applicable levels for the agreement year following the year of export.

13. If, having regard to the provisions of the Arrangement, the Government of Malaysia considers that Malaysia is being placed in an inequitable position vis-a-vis a third country, the Government of Malaysia may request consultations with the Government of the United States of America with a view to taking appropriate remedial action such as reasonable modification to this agreement. The Government of the United States of America shall consult with the Government of Malaysia in the event of such a request.

14. For the duration of this agreement, the Government of the United States of America shall not invoke the procedures of Article 3 of the Arrangement to request restraint on the export of cotton, wool and man-made fiber textiles and textile products from Malaysia to the United States. Each government reserves its rights under the Arrangement with respect to textiles and textile products not subject to this agreement.

15. The Government of Malaysia shall administer its export control system under this agreement. The Government of the United States of America may assist the Government of Malaysia in implementing the limitation provisions of this agreement by controlling imports of textiles and textile products covered by this agreement.

16. In conformity with Article 12, paragraph (3) of the Arrangement, this agreement shall not apply to exports of handloom fabrics of the Malaysian cottage industry, or handmade Malaysian cottage industry products made of such handloom fabrics, or to traditional Malaysian folklore handicraft textile products, provided that such products are properly certified under arrangements established between the two governments.

17. The Government of the United States of America and the Government of Malaysia agree to consult, upon the request of either government, on any question arising in the implemention of this agreement.

18. The Government of the United States of America and the Government of Malaysia may at any time propose revisions in the terms of this agreement. Each government agrees to consult promptly with the other government about such proposals with a view to making such revisions to this agreement, or taking such other appropriate action as may be mutually agreed upon.

19. Either government may terminate this agreement, effective at the end of an agreement year, by written notice to the other government, to be given at least 90 days prior to the end of such agreement year.

If the foregoing conforms with the understanding of the Government of Malaysia this note and Excellency's note of confirmation on behalf of the Government of Malaysia shall constitute an agreement between our two government.

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

Sincerely yours,

Robert H. Miller
Ambassador

Enclosures:

ANNEX A

CATEGORY		DESCRIPTION	CONVERSION FACTOR	UNIT OF MEASURE
	YARN COTTON			
300		Carded	4.6	LB.
301		Combed	4.6	LB.
	WOOL			
400		Tops and yarn	2.0	LB.
	MAN-MADE FIBER			
600		Textured	3.5	LB.
601		Cont. cellulosic	5.2	LB.
602		Cont. non-cellulosic	11.6	LB.
603		Spun cellulosic	3.4	LB.
604		Spun non-cellulosic	4.1	LB.
605		Other yarns	3.5	LB.
	FABRIC COTTON			
310		Ginghams	1.0	SYD.
311		Velveteens	1.0	SYD.
312		Corduroy	1.0	SYD.
313		Sheeting	1.0	SYD.
314		Broadcolth	1.0	SYD.
315		Printcloths	1.0	SYD.
316		Shirtings	1.0	SYD.
317		Twills & sateens	1.0	SYD.
318		Yarn-dyed	1.0	SYD.
319		Duck	1.0	SYD.
320		Other fabric, N.K.	1.0	SYD.
	WOOL			
410		Woolens & worsted	1.0	SYD.
411		Tapestries and upholstery	1.0	SYD.
425		Knit	2.0	LB.
429		Other fabrics	1.0	SYD.

CATEGORY	DESCRIPTION	CONVERSION FACTOR	UNIT OF MEASURE
	MAN-MADE FIBER		
610	Cont. cellulosic, N.K.	1.0	SYD.
611	Spun cellulosic, N.K.	1.0	SYD.
612	Cont. noncellulosic, N.K.	1.0	SYD.
613	Spun noncellulosic, N.K.	1.0	SYD.
614	Other fabrics, N.K.	1.0	SYD.
625	Knit	7.8	LB.
626	Pile and tufted	1.0	SYD.
627	Specialty	7.8	LB.
	COTTON		
330	Hankerchiefs	1.7	DZ.
331	Gloves	3.5	DPR.
332	Hosiery	4.6	DPR.
333	Suit-type coats, M and B	36.2	DZ.
334	Other coats, M and B	41.3	DZ.
335	Coats, W, G and I	41.3	DZ.
336	Dresses (inc. uniforms)	45.3	DZ.
337	Playsuits, sunsuits, washsuits, creepers	25.0	DZ.
338	Knit shirts, (inc. T-shirts, other and sweatshirts) M and B	7.2	DZ.
339	Knit shirts and blouses (inc. T-shirts, other and sweatshirts) W, G and I	7.2	DZ.
340	Shirts, N.K.	24.0	DZ.
341	Blouses, N.K.	14.5	DZ.
342	Skirts	17.8	DZ.
345	Sweaters	36.8	DZ.
347	Trousers, slacks, and shorts (outer) M and B	17.8	DZ.

CATEGORY	DESCRIPTION	CONVERSION FACTOR	UNIT OF MEASURE
348	Trousers, slacks and shorts (outer) W, G, and I	17.8	DZ.
349	Brassieres, etc.	4.8	DZ.
350	Dressing gowns, inc. bathrobes, and beach robes, lounging gowns house coats, and dusters	51.0	DZ.
351	Pajamas and other nightwear	52.0	DZ.
352	Underwear (inc. union suits)	11.0	DZ.
359	Other apparel	4.6	LB.
	WOOL		
431	Gloves	2.1	DPR.
432	Hosiery	2.8	DPR.
433	Suit-type coats, M and B	3.0	NO.
434	Other coats, M and B	4.5	NO.
435	Coats, W, G and I	4.5	NO.
436	Dresses	4.1	NO.
438	Knit shirts and blouses	15.0	DZ.
440	Shirts and blouses, N.K.	24.0	DZ.
442	Skirts	1.5	NO.
443	Suits, M and B	4.5	NO.
444	Suits, W, G and I	4.5	NO.
445	Sweaters, M and B	14.88	DZ.
446	Sweaters, W, G and I	14.88	DZ.
447	Trousers, slacks, and shorts (outer) M and B	1.5	NO.
448	Trousers, slacks and shorts (outer) W, G and I	1.5	NO.
459	Other wool apparel	2.0	LB.
	MAN-MADE FIBER		
630	Handkerchiefs	1.7	DZ.

CATEGORY	DESCRIPTION	CONVERSION FACTOR	UNIT OF MEASURE
631	Gloves	3.5	DPR
632	Hosiery	4.6	DPR
633	Suit-type coats, M and B	36.2	DZ.
634	Other coats, M and B	41.3	DZ.
635	Coats, W, G and I	41.3	DZ.
636	Dresses	45.3	DZ.
637	Playsuits, sunsuits, washsuits, etc.	21.3	DZ.
638	Knit shirts, (inc. T-shirts), M and B	18.0	DZ.
639	Knit shirts and blouses (inc. T-shirts), W, G and I	15.0	DZ.
640	Shirts, N.K.	24.0	DZ.
641	Blouses, N.K.	14.5	DZ.
642	Skirts	17.8	DZ.
643	Suits, M and B	4.5	NO.
644	Suits, W, G and I	4.5	NO.
645	Sweaters, M and B	36.8	DZ.
646	Sweaters, W, G and I	36.8	DZ.
647	Trousers, slacks, and shorts (outer), M and B	17.8	DZ.
648	Trousers, slacks and shorts (outer), W, G and I	17.8	DZ.
649	Brassieres, etc.	4.8	DZ.
650	Dressing gowns, inc. bath and beach robes	51.0	DZ.
651	Pajamas and other nightwear	52.0	DZ.
652	Underwear	16.0	DZ.
659	Other apparel	7.8	LB.
	MADE-UPS AND MISC. COTTON		
360	Pillowcases	1.1	NO.
361	Sheets	6.2	NO.

CATEGORY	DESCRIPTION	CONVERSION FACTOR	UNIT OF MEASURE
362	Bedspreads and quilts	6.9	NO.
363	Terry and other pile towels	0.5	NO.
369	Other cotton manufactures	4.6	LB.
WOOL			
464	Blankets and auto robes	1.3	LB.
465	Floor covering	0.1	SFT.
469	Other wool manufactures	2.0	LB.
MAN-MADE FIBER			
665	Floor coverings	0.1	SFT.
666	Other furnishings	7.8	LB.
669	Other man-made manufactures	7.8	LB.

ANNEX B

GROUP II				
	SYE	21,827,869	23,246,680	24,757,714
SPECIFIC LIMITS				
331	SYE	1,410,800	1,502,502	1,600,165
333/334/ 335	DOZ	53,235	56,695	60,380
	SYE	2,100,000	2,236,500	2,381,873
(333) SUB-LIMIT				
	DOZ	(21,271)	(22,654)	(24,127)
	SYE	(770,000)	(820,050)	(873,353)
(334) SUB-LIMIT				
	DOZ	(18,644)	(19,856)	(21,147)
	SYE	(770,000)	(820,050)	(873,353)
(335) SUB-LIMIT				
	DOZ	(18,644)	(19,856)	(21,147)
	SYE	(770,000)	(820,050)	(873,353)
340	SYE	5,145,181	5,479,618	5,835,793
347	SYE	1,400,000	1,491,000	1,587,915
348	SYE	844,833	899,747	958,231
638/639	DOZ	142,222	151,466	161,311
	SYE	2,400,000	2,556,000	2,722,140
(639) SUB-LIMIT				
	DOZ	(53,333)	(56,800)	(60,492)
	SYE	(800,000)	(852,000)	(907,382)
GROUP III				
	SYE	1,030,000	1,040,300	1,050,703

ANNEX C

CONSULTATION LEVELS (FIRST AGREEMENT YEAR)

CATEGORY			UNIT	LIMIT
313			SYD	1,800,000
315			SYD	2,000,000
317			SYD	3,000,000
319	SYD	1,350,000		
320			SYD	6,500,000
369			SYE	3,000,000
605			SYE	3,500,000
613			SYD	2,000,000
338			SYE	1,500,000
339			SYE	1,000,000
351			SYE	2,000,000
640			SYE	2,000,000
641			SYE	1,100,000
446			SYE	200,000

The Malaysian Minister of Trade and Industry to the American Ambassador

Talipon: 943666 dan 941058
Taligeram: DAGANG, KUALA LUMPUR

KUALA LUMPUR

MENTERI PERDAGANGAN DAN PERINDUSTRIAN
(MINISTER OF TRADE AND INDUSTRY)
MALAYSIA

June 8, 1978

H.E. Mr. Robert H. Miller,
Ambassador of the United States
of America,
A.I.A. Building,
Jalan Ampang,
KUALA LUMPUR.

Excellency,

I refer to your letter of May 17, 1978 which reads as follows:

> "I have the honor to refer to the Arrangement regarding international trade in textiles (hereinafter referred to as the Arrangement), done at Geneva on December 20, 1973.
>
> I have also the honor to refer to discussions between representatives of the Government of Malaysia and the Government of the United States of America in Washington from November 11 to November 15, 1977, concerning exports to the United States of cotton, wool and man-made fiber textiles and textile products. As a result of these discussions and in conformity with Article 4 of the Arrangement, I have the honor to propose, on behalf of the Government of the United States of America, the following agreement relating to trade in cotton, wool and man-made fiber textiles and textile products between Malaysia and the United States:
>
> 1. This agreement shall enter into force on January 1, 1978 and shall remain in force through December 31, 1980, except as provided in paragraph 19.

2. Textiles and textile products covered by this agreement shall be classified in three groups, as follows:

GROUP	DEFINITION
I	Yarns, fabrics, made-up goods and miscellaneous textile products of cotton and man-made fibers. (Categories 300-330, 360-369, 600-630 and 660-669).
II	Apparel of cotton and man-made fibers. (Categories 331-352 and 631-659).
III	Wool textiles and textile products. (Categories 400-469)."

The determination of whether a textile or textile product is of cotton, wool, or man-made fiber shall be made in accordance with the terms of paragraph 9. The categories referred to in the above definitions of groups are those summarized in Annex A.

3. Each "Agreement Year" shall be a calendar year, with the first agreement year commencing on January 1, 1978 and ending on December 31, 1978. "Limit" or "limits" means, as the context requires, a group limit, a specific limit, a sub-limit, or any combination thereof as described in paragraph 5. "Flexibility" means the amount by which a specific limit or sub-limit may be exceeded pursuant to paragraph 7.

4. (A) The system of categories and the rates of conversion into square yards equivalent listed in Annex A shall apply in implementing this agreement except as set out in subparagraph 4 (B).

(B) For purposes of this agreement, and in recognition of the patterns of trade of Malaysia with the United States of America, the groups categories below are merged and treated as single categories and subcategories as indicated, with limits for categories and sub-limits for subcategories as set out in Annex B:

CATEGORIES MERGED	DESIGNATION IN AGREEMENT	SUBCATEGORIES
333,334,335	333/334/335	333,334,335
638,639	638/639	639

For purposes of computing charges to group and specific limits and sub-limits for the categories and subcategories cited above, rates of conversion for individual categories set out in Annex A shall be applied.

5. Commencing with the first agreement year, and during the subsequent term of this agreement, the Government of Malaysia shall limit annual exports from Malaysia to the United States of America of cotton, wool, and man-made textiles and textile products manufactured in Malaysia to the group and specific limits and sub-limits set out in Annex B, as such limits may be adjusted in accordance with paragraphs 7 and 8. The limits set out in Annex B do not include any adjustments permitted under paragraphs 7 or 8.

6. (A) Categories not subject to specific limits are subject to consultation levels and to the applicable group limits. Except as specified in Annex C, which sets out certain consultation levels for the first agreement year, consultation levels for each agreement year for categories not subject to a specific limit or subject to Annex C, shall be 1,000,000 square yards equivalent for categories in Group I, 700,000 square yards equivalent for categories in Group II, and 100,000 square yards equivalent for categories in Group III.

(B) In the event the Government of Malaysia wishes to export to the United States of America textiles or textile products in excess of an applicable consultation level, the Government of Malaysia shall request the higher level and the Government of the United States shall consider the request sympathetically and shall respond promptly.

(C) The Government of Malaysia may also request consultation levels in excess of those set out in subparagraph 6(A) for the following agreement year during the last quarter of any agreement year. The Government of the United States will consider the

request sympathetically and shall respond promptly. If requested by the Government of Malaysia, the Government of the United States shall consult promptly with the Government of Malaysia with respect to the consultation levels for any categories for which it has not agreed to the request of the Government of Malaysia. Until a mutually satisfactory consultation level for any such category is established, the Government of Malaysia shall not permit exports in such category to exceed the consultation level in force at the time of the request.

7. During any agreement year, and within the applicable group limits for such agreement year, as they may be adjusted pursuant to paragraph 8, any specific limit or sub-limit set out in Annex B may be exceeded by not more than :

   7 percent if included within Group II, and
   5 percent if included within Group III.

   Adjustments made pursuant to this paragraph are in addition to those pursuant to paragraph 8.

8. (A) In any agreement year, in addition to any adjustments pursuant to paragraph 7 (in the case of specific limits or sub-limits) exports may exceed by 11 percent any group or specific limit or sub-limit by allocating to such limit for that agreement year an unused portion of the corresponding limit for the previous agreement year ("carry-over") or a portion of the corresponding limit for the succeeding agreement year ("carry forward") subject to the following conditions:

   (I) Carry-over may be utilized as available up to 11 percent of the receiving agreement year's applicable limits.

   (II) The combination of carry-over and carry forward shall not exceed 11 percent of the receiving agreement year's applicable limits in any agreement year;

   (III) Carry forward may be utilized up to 6 percent of the receiving agreement year's applicable limits and shall be charged against the immediately following agreement year's corresponding limits.

(B) For purposes of this agreement, a shortfall occurs when exports of textiles or textile products of Malaysian origin to the United States during an agreement year are below any applicable group limit, specific limit or sub-limit. In the agreement year following the shortfall, such exports from Malaysia to the United States of America may be permitted to exceed the group and specific limits and/or sub-limits, subject to the conditions of subparagraph 8 (A) by carry-over of shortfalls in the following manner:

(I) The carry-over shall not exceed the amount of shortfall in either the applicable group limit or any specific limit or sub-limit;

(II) In the case of shortfall in a category or sub-category subject to a specific limit or sub-limit, the shortfall shall be used in in the category or sub-category in which the shortfall occured; and

(III) In the case of shortfall not attributable to categories (or combinations of categories) or sub-categories subject to specific limits or sub-limits, the carry-over shall be used in the same group in which the shortfall occured.

(C) The limits referred to in subparagraphs (A) and (B) of this paragraph are without any adjustment under this paragraph or paragraph 7.

(D) The total adjustments under this paragraph shall be in addition to adjustments to limits permitted by paragraph 7.

9. (A) Tops, yarns, piece goods, made-up articles, garments and other textile manufactured products, all being products which derive their chief characteristics from their textile components, of cotton, wool, or man-made fibers, or blends thereof, in which any or all of those fibers represent either the chief value of the fibers or 50 percent or more by weight (or 17 percent or more by weight or wool) of the product, are subject to this agreement.

(B) For the purposes of this agreement, textile products shall be classified as cotton, wool or man-made fiber textiles if wholly or in chief value of any of these fibers. Any products covered by sub-paragraph 9 (A) but not in chief value of cotton, wool or man-made fiber shall be classified as:

(I) Cotton textiles if containing 50 percent or more by weight of cotton, or if the cotton component exceeds by weight the wool and/or the man-made fiber component;

(II) Wool textiles if not cotton, and wool equals or exceeds 17 percent by weight of all component fibers;

(III) Man-made fiber textiles if neither of the foregoing applies.

10. Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising in the implementation of this agreement, including differences in points of procedure or operation.

11. (A) The Government of the United States of America shall promptly supply the Government of Malaysia with data on monthly imports of cotton, man-made fiber and wool textiles and textile products into the United States of America from Malaysia.

(B) The Government of Malaysia shall promptly supply the Government of the United States of America with data on monthly exports of cotton, man-made fiber and wool textiles and textile products from Malaysia to the United States of America.

(C) Each government agrees to supply promptly any other available statistical data necessary to the implementation of this agreement requested by the other government.

12. The Government of Malaysia shall use its best efforts to space exports from Malaysia to the United States of America within each category or sub-category evenly throughout each agreement year, taking into consideration normal seasonal factors. Exports from Malaysia in excess of authorized levels, if allowed entry into the United States, will be charged to the applicable levels for the agreement year following the year of export.

13. If, having regard to the provisions of the Arrangement, the Government of Malaysia considers that Malaysia is being placed in an inequitable position vis-a-vis a third country, the Government of Malaysia may request consultations with the Government of the Unites States of America with a view to taking appropriate remedial action such as reasonable modification to this agreement. The Government of the United States of America shall consult with the Government of Malaysia in the event of such a request.

14. For the duration of this agreement, the Government of the United States of America shall not invoke the procedures of Article 3 of the Arrangement to request restraint on the export of cotton, wool and man-made fiber textiles and textile products from Malaysia to the United States. Each government reserves its rights under the Arrangement with respect to textiles and textile products not subject to this agreement.

15. The Government of Malaysia shall administer its export control system under this agreement. The Government of the United States of America may assist the Government of Malaysia in implementing the limitation provisions of this agreement by controlling imports of textiles and textile products covered by this agreement.

16. In conformity with Article 12, paragraph (3) of the Arrangement, this agreement shall not apply to exports of handloom fabrics of the Malaysian cottage industry, or handmade Malaysian cottage industry products made of such handloom fabrics, or to traditional Malaysian folklore handicraft textile products, provided that such products are properly certified under arrangements established between the two governments.

17. The Government of the United States of America and the Government of Malaysia agree to consult upon the request of either government, on any question arising in the implementation of this agreement.

18. The Government of the United States of America and the Government of Malaysia may at any time propose revisions in the terms of this agreement . Each government agrees to consult promptly with the other government about such proposals with a view to making such revisions to this agreement, or taking such other appro-

priate action as may be mutually agreed upon.

19. Either government may terminate this agree- effective at the end of an agreement year, by written notice to the other government, to be given at least 90 days prior to the end of such agreement year.

If the foregoing conforms with the understanding of the Government of Malaysia this note and Excellency's note of confirmation on behalf of the Government of Malaysia shall constitute an agreement between our two governments."

I have the honour to confirm that the proposal contained in your letter is acceptable to the Government of Malaysia and that your letter and this reply shall constitute an agreement between our two governments.

Please accept, your Excellency, assurances of my highest consideration.

Yours sincerely,

(DR. MAHATHIR BIN MOHAMAD)
Minister of Trade and Industry
MALAYSIA.

[AMENDING AGREEMENT]

The Malaysian Assistant Commercial Attaché to the Chief, Textiles Division, Office of International Trade, Department of State

KEDUTAAN BESAR MALAYSIA
BAHAGIAN PERDAGANGAN

EMBASSY OF MALAYSIA
TRADE OFFICE

600 THIRD AVENUE, 3rd FLOOR, NEW YORK, N. Y. 10016 TEL. NO. (212) 682-02.12

Our Ref: TC. NYC. 0.202/7 Vol. 2 *October 20, 1978*

Mr. Jack St. John
U. S. Department of State
Room 3333
21 C Street
Washington, DC 20520

Dear Mr. St. John:

I have the honour to refer to the Textile Agreement between Malaysia and USA and would like to submit the request of my government seeking an increase of the consultation level in the following categories:

Category:	*Extra amount requested:*
317	*141,667 square yards*
613	*300,000 square yards*
339	*263,058 square yards*

Hoping to hear from you soon and thank you for your much appreciated cooperation.

Sincerely,

Bahar Ahmad
Asst. Commercial Attache

BA:MTP

The Deputy Assistant Secretary of State for International Trade Policy to the Malaysian Assistant Commercial Attaché

November 29, 1978

Mr. Bahar Ahmad
Embassy of Malaysia
Trade Office
600 Third Avenue
Third Floor
New York, NY 10016

Dear Mr. Ahmad:

I refer to the Agreement between the United States of America and Malaysia Relating to Trade in Cotton, Wool and Man-made Fiber Textiles, with Annexes, effected by exchange of notes May 17 and June 8, 1978 (the "Agreement"). I also refer to your letter of October 20, 1978 to Mr. John J. St. John, in which you request permission to exceed consultations levels during the first agreement year as follows:

Category	Increase	New Consultation Level (Square Yards Equivalent)
317	141,667	3,141,667
613	300,000	2,300,000
339	263,058	1,263,058

I am pleased to inform you that my Government agrees to this request, and that this letter and your letter shall constitute an amendment to the Agreement.

Sincerely,

William Barraclough

William Barraclough
Deputy Assistant Secretary
for International Trade Policy

HONDURAS

Small Farmer Technologies

Agreement signed at Tegucigalpa November 28, 1977;
Entered into force November 28, 1977.

CONVENIO DE PRESTAMO PARA UN PROYECTO
PROJECT LOAN AGREEMENT

ENTRE
BETWEEN

LA REPUBLICA DE HONDURAS
THE REPUBLIC OF HONDURAS

Y
AND

LOS ESTADOS UNIDOS DE AMERICA
THE UNITED STATES OF AMERICA

PARA
FOR

TECNOLOGÍAS PARA PEQUEÑOS AGRICULTORES
SMALL FARMER TECHNOLOGIES

Agencia para el Desarrollo Internacional
Préstamo A.I.D. No.-522-T-032
Proyecto A.I.D. No. 522- 123

Agency for International Development
A.I.D. Loan No. 522-T-032
A.I.D. Project No. 522-0123

Tegucigalpa, Honduras
28 de noviembre de 1977

INDICE

Artículo y Sección	Título	Página	[Pages herein]
	ARTICULO I		
	El Convenio	1	94
	ARTICULO II		
	El Proyecto		
Sección 2.1.	Definición del Proyecto	1	94
	ARTICULO III		
	Financiamiento		
Sección 3.1.	El Préstamo	2	95
Sección 3.2.	Recursos del Prestatario para el Proyecto	2	95
Sección 3.3.	Fecha de Terminación de Asistencia al Proyecto	3	96
	ARTICULO IV		
	Términos del Préstamo		
Sección 4.1.	Intereses	4	97
Sección 4.2.	Amortización	4	97
Sección 4.3.	Aplicación, Moneda y Lugar de Pago	4	97
Sección 4.4.	Pago Adelantado	5	98
Sección 4.5.	Renegociación de Términos	5	98
Sección 4.6.	Terminación al Completar el Pago	6	99
	ARTICULO V		
	Condiciones Previas a Desembolso		
Sección 5.1.	Primer Desembolso	6	99
Sección 5.2.	Desembolso para la Actividad del Fondo para Inversiones de Capital	7	100
Sección 5.3.	Desembolso para las Actividades de Adiestramiento	8	101

Artículo y Sección	Título	Página	(Pagina Acerca)
Sección 5.4	Notificación	9	102
Sección 5.5	Fechas Finales para las Condiciones Previas	9	102
	ARTICULO VI		
	Estipulaciones Especiales		
Sección 6.1	Evaluación del Proyecto	9	102
Sección 6.2	Estipulaciones Adicionales	10	103
	ARTICULO VII		
	Fuente de Compra		
Sección 7.1	Costos en Moneda Extranjera	11	104
Sección 7.2	Costos en Lempiras	11	104
	ARTICULO VIII		
	Desembolsos		
Sección 8.1	Desembolsos por Costos en Moneda Extranjera	12	105
Sección 8.2	Desembolsos por Costos en Lempiras	13	106
Sección 8.3	Otras Formas de Desembolso	13	106
Sección 8.4	Tipo de Cambio	14	107
Sección 8.5	Fecha de Desembolso	14	107
	ARTICULO IX		
	Diversos		
Sección 9.1	Comunicaciones	14	107
Sección 9.2	Representantes	15	108
Sección 9.3	Anexo de Estipulaciones Generales	16	109
Sección 9.4	Idioma	16	109

PROYECTO A.I.D. No. 522-0123

CONVENIO DE PRESTAMO PARA UN PROYECTO

No. 522-T-032

FECHA: 28 de noviembre de 1977

Entre el Gobierno de la República de Honduras ("Prestatario") y los Estados Unidos de América, actuando a través de la Agencia para el Desarrollo Internacional ("A.I.D.").

ARTICULO I

El Convenio

El propósito de este Convenio es fijar los entendimientos de las partes citadas anteriormente ("Partes") con relación con el compromiso del Prestatario de llevar a cabo el Proyecto descrito a continuación, y con respecto al financiamiento del Proyecto por las Partes.

ARTICULO II

El Proyecto

Sección 2.1. Definición del Proyecto. El Proyecto, el cual se describe más detalladamente en el Anexo 1, consistirá de un programa para mejorar la productividad del pequeño agricultor aumentando la disponibilidad y uso de la tecnología agrícola apropiada. Incluido dentro del programa están los siguientes componentes:

(i) Asistencia Técnica en sistemas de planificación y evaluación agropecuaria a nivel de finca;

(ii) Investigación y Desarrollo para las tecnologías rurales apropiadas;

A.I.D. PROJECT No. 522-0123

PROJECT LOAN AGREEMENT No. 522-T-032

DATED: November 28, 1977

Between the Government of the Republic of Honduras ("Borrower") and the United States of America, acting through the Agency for International Development ("A.I.D.").

ARTICLE I

The Agreement

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

ARTICLE II

The Project

Section 2.1. Definition of Project. The Project, which is further described in Annex 1, will consist of a program to improve small farmer productivity by increasing the availability and use of appropriate agricultural technology. Included within this program are the following components:

(i) Technical Assistance in farm system planning and evaluation;

(ii) Research and Development for appropriate rural technologies;

(iii) Un Fondo para Inversiones de Capital en el Banco Nacional de Fomento (BNF) para proveer crédito de inversión para pequeños agricultores; y

(iv) Actividades de Adiestramiento relacionadas al mejoramiento tecnológico agrícola, a nivel de finca.

Dentro de los límites de la definición del Proyecto en esta Sección, los elementos de la descripción, ampliados y estipulados en el Anexo 1, podran cambiarse por convenio escrito de los representantes autorizados de las Partes nombradas en la Sección 9.3, sin enmienda formal de este Convenio.

ARTICULO III

Financiamiento

Sección 3.1. El Préstamo. Para asistir al Prestatario en satisfacer los costos de llevar a cabo el Proyecto, la A.I.D., en apoyo a la Alianza para el Progreso, y de conformidad con el Acta de Asistencia al Extranjero de 1961, y sus enmiendas, conviene en prestarle al Prestatario, bajo los términos de este Convenio, una cantidad que no exceda de seis millones de dólares estadounidenses ("U.S.") ($6,000,000) ("Préstamo"). La suma de los desembolsos bajo el Préstamo se denominará como "Capital".

El Préstamo puede utilizarse para financiar costos en moneda extranjera, tal como se define en la Sección 7.1, y costos en Lempiras, tal como se define en la Sección 7.2 para bienes y servicios requeridos para el Proyecto.

Sección 3.2. Recursos del Prestatario Para el Proyecto.

(a) El Prestatario conviene en suministrar, o velar porque se suministren al Proyecto todos los fondos, adicionales al Préstamo, y todos los demás recursos requeridos para llevar a cabo el Proyecto efectiva y oportunamente.

(iii) A Capital Investment Fund in the Banco Nacional de Fomento (BNF) to provide credit for small investment; and

(iv) Training Activities related to improved farm technology.

Within the limits of the definition of the Project in this Section, elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the Parties named in Section 9.3, without formal amendment of this Agreement.

ARTICLE III

Financing

Section 3.1. The Loan. To assist the Borrower to meet the costs of carrying out the Project, A.I.D., in furtherance of the Alliance for Progress, and pursuant to the Foreign Assistance Act of 1961, as amended,[1] agrees to lend the Borrower under the terms of this Agreement, not to exceed six million United States ("U.S.") dollars ($6,000,000) ("Loan"). The aggregate amount of disbursements under the Loan is referred to as "Principal".

The Loan may be used to finance foreign exchange costs, as defined in Section 7.1, and Lempira costs, as defined in Section 7.2, for goods and services required for the Project.

Section 3.2. Borrower Resources for the Project.

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

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

(b) Los recursos que suministra el Prestatario para el Proyecto, no serán menos del equivalente de U.S. $3,614,000, incluyendo costos sufragados a base de "especies".

Sección 3.3. Fecha de Terminación de Asistencia al Proyecto.

(a) La "Fecha de Cumplimiento de Asistencia al Proyecto" (FTAP), será de tres (3) años a partir de la fecha de este Convenio o alguna otra que las Partes puedan acordar por escrito, para la cual las Partes estiman que todos los servicios financiados bajo el Préstamo habrán sido cumplidos y todos los bienes financiados bajo el Préstamo habrán sido suministrados al Proyecto tal como se contempla en este Convenio.

(b) A excepción de lo que la A.I.D. pueda de otra manera acordar por escrito, ésta no emitirá o aprobará documentación que autorice desembolsos del Préstamo por servicios efectuados posterior a la FTAP o por bienes suministrados al Proyecto, tal como se contempla en este Convenio, subsecuente a la FTAP.

(c) Las solicitudes de desembolso, acompañadas por la documentación de amparo necesaria prescrita en las Cartas de Ejecución del Proyecto, deberán ser recibidas por la A.I.D. o por cualquier Banco descrito en la Sección 8.1. no más alla de seis (6) meses siguientes a la FTAP, o cualquier otro período que la A.I.D. acuerde por escrito. Después de tal período, la A.I.D. notificándolo por escrito al Prestatario, podrá en cualquier ocasión u ocasiones reducir el monto del Préstamo por todo o cualquier parte del mismo por el cual solicitudes de desembolso acompañadas por la documentación de amparo prescrita en las Cartas de Ejecución del Proyecto, no fueran

(b) The resources provided by the Borrower for the Project, will be not less than the equivalent of U.S. $3,614,000, including costs borne on an "in-kind" basis.

Section 3.3. Project Assistance Completion Date.

(a) The "Project Assistance Completion Date" (PACD), which shall be three (3) years from the date of this Agreement or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all services financed under the Loan will have been performed and all goods financed under the Loan will have been furnished for the Project as contemplated in this Agreement.

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

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, are to be received by A.I.D. or any bank described in Section 8.1. no later than six (6) months following the PACD, or such other period as A.I.D. agrees to in writing. After such period, A.I.D., giving notice in writing to the Borrower, may at any time or times reduce the amount of the Loan by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

recibidas antes de la fecha de expiración de tal período.

ARTICULO IV

Términos del Préstamo

Sección 4.1. Intereses. El Prestatario pagará a la A.I.D. intereses que se computarán a una tasa del dos por ciento (2%) anual durante los diez años posteriores a la fecha del primer desembolso bajo este Convenio y a la tasa del tres por ciento (3%) anual de allí en adelante sobre el Capital insoluto y sobre cualquier interés vencido y no pagado. Los intereses sobre el saldo insoluto se acumularán a partir de las fechas, (según la fecha definida en la Sección 8.5) de los respectivos desembolsos, y se pagarán semestralmente. Los intereses se computarán sobre una base anual de 365 días. El primer pago de intereses vencerá y deberá pagarse a más tardar seis (6) meses después del primer desembolso hecho en virtud de este Convenio, en una fecha que la A.I.D. especificará.

Sección 4.2. Amortización. El Prestatario amortizará el Capital a la A.I.D. dentro de los cuarenta (40) años a partir de la fecha del primer desembolso del Préstamo en sesenta y una (61) cuotas semestrales aproximadamente iguales de Capital más intereses. La primera amortización de Capital se pagará nueve y medio (9-1/2) años después de la fecha de vencimiento del primer pago de intereses, de conformidad con la Sección 4.1. La A.I.D. suministrará al Prestatario una tabla de amortización de conformidad con esta Sección después del desembolso final efectuado bajo el Préstamo.

Sección 4.3. Aplicación, Moneda y Lugar de Pago. Todos los pagos de intereses y Capital que se hagan en virtud de este Convenio, se harán en dólares estadounidenses y deberán aplicarse primero al pago de intereses

ARTICLE IV

Loan Terms

Section 4.1. Interest. The Borrower will pay to A.I.D. interest which will accrue at the rate of two percent (2%) per annum for ten (10) years following the date of the first disbursement hereunder and at the rate of three percent (3%) per annum thereafter on the outstanding balance of Principal and on any due and unpaid interest. Interest on the outstanding balance will accrue from the date (as defined in Section 8.5) of each respective disbursement and will be payable semi-annually. Interest shall be computed on the basis of a 365-day year. The first payment of interest will be due and payable no later than six (6) months after the first disbursement hereunder, on a date to be specified by A.I.D.

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

Section 4.3. Application, Currency and Place of Payment. All payments of interest and Principal hereunder will be made in U.S. Dollars and will be applied first to the payment of interest due and

vencidos y después a la amortización de Capital. Excepto cuando la A.I.D. lo especifique de otra manera por escrito, todos los pagos se harán al Contralor, Oficina de Gerencia Financiera, Agencia para el Desarrollo Internacional, Washington, D.C. 20523, U.S.A. y se considerarán debidamente pagados cuando hayan sido recibidos por la Oficina de la Gerencia Financiera.

Sección 4.4. Pago Adelantado. Una vez pagados todos los intereses y cualquier reintegro entonces adeudado, el Prestatario podrá pagar por adelantado, sin ningún recargo, todo o parte del Capital. A menos que la A.I.D. acuerde de otra manera por escrito, cualquier pago por adelantado deberá aplicarse a las amortizaciones de Capital en el orden inverso de su vencimiento.

Sección 4.5. Renegociación de Términos.

(a) De conformidad con los compromisos de los Estados Unidos de América y de los otros signatarios del Acta de Bogotá y de la Carta de Punta del Esté para forjar una Alianza para el Progreso, el Prestatario y la A.I.D. acuerdan negociar en la fecha o fechas que cualquiera de ellos lo solicite, una aceleración a la amortización del Préstamo en caso de que exista un mejoramiento significante y contínuo en la posición financiera económica interna y externa y de las perspectivas de Honduras, que capacite al Prestatario para amortizar el Préstamo en un período más corto, tomando en consideración las necesidades relativas de Capital de Honduras y de los otros signatarios del Acta de Bogotá y de la Carta de Punta del Este.

(b) Cualquier solicitud por cualquiera de las Partes hacia la otra para negociar, se hará de conformidad con la Sección 9.1. y

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

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

Section 4.5. Renegotiation of Terms.

(a) In the light of the undertakings of the United States of America and of the other signatories of the Act of Bogotá[1] and the Charter of Punta del Este[2] to forge an Alliance for Progress, the Borrower and A.I.D. agree to negotiate, at such time or times as either may request, an acceleration of the repayment of the Loan in the event that there is any significant and continuing improvement in the internal and external economic and financial position and prospects of Honduras, which enable the Borrower to repay the Loan on a shorter schedule, taking into consideration the relative capital requirements of Honduras and of the other signatories of the Act of Bogotá and the Charter of Punta del Este.

(b) Any request by either Party to the other to so negotiate will be made pursuant to Section 9.1, and will give the name

[1] *Department of State Bulletin*, Oct. 3, 1960, p. 537.
[2] *Department of State Bulletin*, Sept. 11, 1961, p. 463.

dará el nombre y la dirección de la persona o personas que representarán a la Parte solicitante en tales negociaciones.

(c) Dentro de los treinta (30) días posteriores a la entrega de la solicitud para negociar, la Parte solicitada comunicará a la otra, de conformidad con la Sección 9.1., el nombre y dirección de la persona o personas que representarán la Parte solicitada en tales negociaciones.

(d) Los representantes de las Partes se reunirán para llevar a cabo las negociaciones a más tardar treinta (30) días posteriores a la entrega de la comunicación a la Parte solicitada según la subsección (c). Las negociaciones se llevarán a cabo en un lugar mutuamente convenido por los representantes de las Partes, siempre y cuando, que en la ausencia de un acuerdo mutuo, las negociaciones se llevarán a cabo en el despacho del Ministerio de Hacienda y Crédito Público del Prestatario en Honduras.

Sección 4.6. Terminación al Completar el Pago. Al pagarse totalmente el Capital y cualquier interés acumulado, este Convenio y todas las obligaciones del Prestatario y la A.I.D. bajo el mismo, cesarán.

and address of the person or persons who will represent the requesting Party in such negotiations.

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

(d) The representatives of the Parties will meet to carry on negotiations no later than thirty (30) days after delivery of the requested Party's communication under subsection (c). The negotiations will take place at a location mutually agreed upon by the representatives of the Parties, provided that, in the absence of mutual agreement, the negotiations will take place at the office of Borrower's Ministry of Finance and Public Credit in Honduras.

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

ARTICULO V

Condiciones Previas a Desembolso

Sección 5.1. Primer Desembolso. Antes de efectuar el primer desembolso bajo el Préstamo, o la emisión por parte de la A.I.D. de documentación de conformidad con la cual se efectuarán desembolsos, el Prestatario, a excepción de lo que las Partes puedan de otra manera acordar por escrito, suministrará a la A.I.D. en forma y contenido satisfactorio a ésta:

ARTICLE V

Conditions Precedent to Disbursement

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

(a) Un dictámen del Procurador General de la República de Honduras o de otro consultor jurídico aceptable a la A.I.D. de que este Convenio ha sido debidamente autorizado y/o ratificado y celebrado en representación del Prestatario y que constituye una obligación válida y exigible legalmente del Prestatario de conformidad con todos sus términos.

(b) Una declaración del nombre de la persona que ocupe o esté encargada del despacho del Prestatario, conforme lo especificado en la Sección 9.2. y de cualquier representante adicional junto con la muestra de la firma de cada una de las personas especificadas en la declaración.

Sección 5.2. Desembolso Para la Actividad del Fondo Para Inversiones de Capital. Previo al primer desembolso o a la emisión de cualquier documento de compromiso bajo el Préstamo, para el propósito de financiar la Actividad del Fondo para Inversiones de Capital el Prestatario suministrará a la A.I.D., en forma y contenido satisfactorio a ésta:

(a) Evidencia de que un Grupo Asesor para Planificación Agropecuaria a nivel de finca:

1. ha sido establecido y está operando dentro de la Oficina de Planificación Sectorial del Ministerio de Recursos Naturales;

2. se le ha suministrado con suficientes facilidades de apoyo, tales como servicios secretariales y técnicos para llevar a cabo sus funciones bajo el Proyecto; y

3. ha desarrollado un plan de ejecución por fases que delinea el uso de los recursos financieros, administrativos y técnicos para formular los planes de inversión agropecuaria a nivel de finca;

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

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

Section 5.2. Disbursement for the Capital Investment Fund Activity. Prior to the first disbursement or to the issuance of any commitment document under the Loan for the purpose of financing the Capital Investment Fund Activity, the Borrower shall submit to A.I.D., in form and substance satisfactory to A.I.D.:

(a) Evidence that a Farm Planning Advisory Group:

1. has been established and is operating within the Office of Sector Planning of the Ministry of Natural Resources;

2. has been provided with sufficient support facilities, such as secretarial and technical services, to carry out its functions under the Project; and

3. has developed a time-phased implementation plan setting forth the use of financial, administrative and technical resources in formulating farm investment plans;

(b) La política y procedimientos que regularán las operaciones del Fondo para Inversiones de Capital;

(c) Una copia del convenio celebrado entre el Prestatario y la Escuela Agrícola Panamericana que regule el establecimiento y la manera de llevar a cabo la Actividad de la Investigación y Desarrollo;

(d) Evidencia del compromiso del Prestatario de contribuir en forma de transferencias, la suma de $8,000,000 ($5,000,000 de fondos del Préstamo y $3,000,000 como contribución de contraparte del Prestatario) al capital permanente del Fondo para Inversiones de Capital del Banco Nacional de Fomento (BNF) de conformidad con un plan financiero previamente aprobado por la A.I.D.; y

(e) Evidencia de que los empleados profesionales para la Sección de Servicios a Cooperativas y Asociaciones afines del BNF ha sido aumentado a un nivel adecuado para satisfacer la expansión del programa crediticio.

Sección 5.3. Desembolso para las Actividades de Adiestramiento. Previo al primer desembolso o a la emisión de cualquier documento de compromiso bajo el Préstamo, con el propósito de financiar separadamente cada una de las Actividades de Adiestramiento, el Prestatario suministrará a la A.I.D. en forma y contenido satisfactoria a esta:

(a) un plan por fases para llevar a cabo separadamente cada una de las actividades de adiestramiento; y

(b) una copia de un Convenio entre el Prestatario y el Instituto Nacional de Formación Profesional ("INFOP") relacionado con el adiestramiento que éste llevará a cabo.

(b) The policies and procedures governing the operations of the Capital. Investment Fund;

(c) A copy of the agreement executed between the Borrower and the Pan American Agricultural School governing the establishment and implementation of the Research and Development Activity;

(d) Evidence of the Borrower's commitment to contribute on a grant basis the sum of $8,000,000 ($5,000,000 from Loan funds and $3,000,000 from the Borrower's counterpart contribution) to the permanent capital of the Capital Investment Fund of the Banco Nacional de Fomento (BNF) in accordance with a financial plan previously approved by A.I.D.; and

(e) Evidence that the professional staff of the Section for Services to Cooperatives and similar Associations of the BNF has been increased to a level adequate to meet the expanded lending program.

Section 5.3. Disbursement for the Training Activities. Prior to the first disbursement or to the issuance of any commitment document under the Loan for the purpose of financing each of the discrete Training Activities, the Borrower shall submit to A.I.D., in form and substance satisfactory to A.I.D.:

(a) a time-phased implementation plan for each discrete training activity; and

(b) a copy of an agreement between the Borrower and the National Institute for Professional Formation ("INFOP") relating to the training to be carried out by INFOP.

Sección 5.4. Notificación. Cuando la A.I.D. haya determinado que las condiciones previas especificadas en las Secciones 5.1., 5.2. y 5.3. han sido satisfechas, lo notificará prontamente al Prestatario.

Sección 5.5. Fechas Finales Para Las Condiciones Previas.

(a) Si todas las condiciones estipuladas en la Sección 5.1. no han sido satisfechas dentro de los noventa (90) días de la fecha de este Convenio, o en una fecha posterior que la A.I.D. pueda acordar por escrito, la A.I.D. a su opción, podrá dar por terminado este Convenio notificándolo por escrito al Prestatario.

(b) Si todas las condiciones estipuladas en las Secciones 5.2. y 5.3. no han sido satisfechas dentro de ciento veinte (120) días de la fecha de este Convenio o en una fecha posterior que la A.I.D. pueda acordar por escrito, la A.I.D., a su opción, podrá cancelar el saldo entonces no desembolsado del Préstamo, al extremo que no esté comprometido irrevocablemente con terceras partes, y podrá terminar este Convenio notificándolo por escrito al Prestatario. En caso de tal terminación, el Prestatario amortizará inmediatamente el Capital entonces insoluto y cualquier interés acumulado; al recibo de tales pagos completos, este Convenio y todas las obligaciones de las Partes bajo este Convenio, terminarán.

ARTICULO VI

Estipulaciones Especiales

Sección 6.1. Evaluación del Proyecto. Las Partes acuerdan en establecer un programa de Evaluación como parte del Proyecto. A excepción de lo que las partes acuerden de otra manera por escrito, el programa incluirá evaluaciones durante la ejecución del Proyecto y una o más veces después de la ejecución: (a) evaluaciones de progreso para

Section 5.4. Notification. When A.I.D. has determined that the conditions precedent specified in Sections 5.1., 5.2. and 5.3. have been met, it will promptly notify the Borrower.

Section 5.5. Terminal Dates for Conditions Precedent.

(a) If all of the conditions specified in Section 5.1. have not been met within ninety (90) days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D. at its option, may terminate this Agreement by written notice to Borrower.

(b) If all of the conditions specified in Sections 5.2. and 5.3. have not been met within one hundred and twenty (120) days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may cancel the then undisbursed balance of the Loan, to the extent not irrevocably committed to third parties, and may terminate this Agreement by written notice to the Borrower. In the event of such termination, the Borrower will repay immediately the Principal then outstanding and any accrued interest; on receipt of such payments in full, this Agreement and all obligations of the Parties hereunder will terminate.

ARTICLE VI

Special Covenants

Section 6.1. Project Evaluation. The Parties agree to establish an evaluation program as part of the Project. Except as the Parties otherwise agree in writing, the program will include, during the implementation of the Project and at one or more points thereafter: (a) evaluation of progress toward attainment of the

lograr los objetivos del Proyecto; (b) identificación y evaluación de las áreas problemáticas o las restricciones que pueden inhibir tal logro; (c) evaluar como la información puede ser utilizada para contribuir a resolver tales problemas; y (d) evaluación, hasta el grado factible, del impacto del desarrollo total del Proyecto.

Sección 6.2. Estipulaciones Adicionales. El Prestatario por este medio estipula y conviene en lo siguiente:

(a) Mantener el monto del Fondo para Inversiones de Capital durante la vida del Proyecto de manera aceptable a la A.I.D.;

(b) Que el BNF provea crédito a la producción para el propósito de financiar planes agropecuarios a nivel de finca, desarrollados bajo el Proyecto, en un monto aceptable a la A.I.D.;

(c) Contribuir en forma de transferencias la suma de $8,000,000 ($5,000,000 de fondos del Préstamo y $3,000,000 de la contraparte de contribución del Prestatario) al capital permanente del Fondo para Inversiones de Capital del BNF de conformidad con un plan financiero aceptable a la A.I.D;

(d) Que el efecto del Proyecto sobre el ambiente natural se tomará en consideración antes y durante la ejecución del Proyecto, para minimizar cualquier efecto dañino sobre el ambiente natural; y

(e) A excepción de lo que las Partes puedan de otra manera acordar por escrito, todos los recursos de crédito disponibles al BNF bajo los Préstamos de la A.I.D. Nos. 522-T-025, 522-T-030 y este Préstamo para crédito agrícola, así como las correspondientes contribuciones de contraparte del Gobierno, estarán disponibles durante la vigencia de los Préstamos (período de amortización), y mantenidas en sus montos

objectives of the Project; (b) identification and evaluation of problem areas or constraints which may inhibit such attainment; (c) assessment of how such information may be used to help overcome such problems; and (d) evaluation, to the degree feasible, of the overall development impact of the Project.

Section 6.2. Additional Covenants. Borrower hereby further covenants and agrees as follows:

(a) To maintain the value of the Capital Investment Fund during the life of the Project in a manner acceptable to A.I.D.;

(b) That the BNF shall provide production credit for the purpose of financing farm plans developed under the Project, in an amount acceptable to A.I.D.;

(c) To contribute on a grant basis the sum of $8,000,000 ($5,000,000 from Loan funds and $3,000,000 from Borrower's counterpart contribution) to the permanent capital of the Capital Investment Fund of BNF in accordance with a financial plan acceptable to A.I.D;

(d) That the effect of the Project upon the natural environment will be taken into consideration prior to and during the implementation of the Project, in order to minimize any harmful effects upon the natural environment; and

(e) That unless the Parties otherwise agree in writing, all credit resources made available to the BNF from A.I.D. Loans 522-T-025, 522-T-030 and this Loan for agricultural credit, as well as related Government counterpart contributions, will be made available during the life of these Loans (repayment period), and maintained at their original levels, for farm credit for groups of small farmers pursuant to

originales, para crédito agrícola para grupos de pequeños agricultores de conformidad con los propósitos estipulados en dichos Convenios de Préstamo. Las Partes acuerdan que para la fecha del primer aniversario de la celebración de este Convenio, determinarán la factibilidad de establecer un Fondo en Fideicomiso u otro arreglo financiero dentro del Banco Nacional de Fomento para administrar las antes citadas fuentes de crédito en una base consolidada.

the purposes set forth in said Loan Agreements. The Parties agree to determine, by the first anniversary date following the signing of this Agreement, the feasibility of establishing a Trust Fund or other financial arrangement with in the National Development Bank for managing these credit resources on a consolidated basis.

ARTICULO VII

Fuente de Compra

Sección 7.1. Costos en Moneda Extranjera. Los desembolsos efectuados de conformidad con la Sección 8.1. serán utilizados exclusivamente para financiar los costos de bienes y servicios requeridos para el Proyecto, que tengan su fuente y origen en los países incluidos en el Código Geográfico de la A.I.D. No. 941 (excluyendo los países centroamericanos) en vigencia al momento de colocar las órdenes o contratos que se celebran para tales bienes y servicios ("Costos en Moneda Extranjera"), a excepción de lo que la A.I.D. pueda de otra manera acordar por escrito, y exceptuando lo dispuesto en el Anexo Estipulaciones Generales del Préstamo para el Proyecto, Sección C.1. (b) con respecto a seguro marítimo.

Sección 7.2. Costos en Lempiras. Los desembolsos de conformidad con la Sección 8.2. serán utilizados exclusivamente para financiar los costos de bienes y servicios (a excepción del flete marítimo) requeridos para el Proyecto y, a excepción de lo que la A.I.D. pueda de otra manera acordar por escrito, que tengan su fuente y origen en los países centroamericanos. ("Costos en Lempiras").

ARTICLE VII

Procurement Source

Section 7.1. Foreign Exchange Costs. Disbursements pursuant to Section 8.1. will be used exclusively to finance the costs of goods and services required for the Project having their source and origin in countries included in Code 941 of the A.I.D. Geographic Code Book (excluding the countries of Central America) as in effect at the time orders are placed or contracts entered into for such goods and services ("Foreign Exchange Costs"), except as A.I.D. may otherwise agree in writing, and except as provided in the Project Loan Standard Provisions Annex, Section C.1. (b) with respect to marine insurance.

Section 7.2. Lempira Costs. Disbursements pursuant to Section 8.2. will be used exclusively to finance the costs of goods and services (other than ocean shipping) required for the Project having their source and, except as A.I.D. may otherwise agree in writing, their origin in the countries of Central America ("Lempira Costs").

ARTICULO VIII

Desembolsos

Sección 8.1. Desembolsos por Costos en Moneda Extranjera.

(a) Después de satisfacer las condiciones previas, el Prestatario podrá obtener desembolsos de fondos bajo el Préstamo para los Costos en Moneda Extranjera de bienes o servicios requeridos para el Proyecto de conformidad con los términos de este Convenio, por alguno de los siguientes métodos que sean mutuamente acordados.

(1) suministrando a la A.I.D. con la necesaria documentación de amparo tal como se prescriba en las Cartas de Ejecución del Proyecto, (i) solicitudes de reembolso por tales bienes y servicios, o (ii) solicitudes para que la A.I.D. compre bienes o servicios por cuenta del Prestatario para el Proyecto; o

(2) solicitando a la A.I.D. la emisión de Cartas de Compromiso por montos especificados, (i) a uno o más bancos estadounidenses, satisfactorios a la A.I.D., comprometiéndose la A.I.D. a reembolsar al banco o bancos por los pagos hechos por éstos a los contratistas o proveedores, bajo Cartas de Crédito o por otros medios, por tales bienes o servicios, o (ii) directamente a uno o más contratistas o proveedores, comprometiéndose la A.I.D. a pagar tales contratistas o proveedores por tales bienes o servicios.

(b) Los gastos bancarios en que incurra el Prestatario en relación con Cartas de Compromiso y Cartas de Crédito, serán financiados bajo el Préstamo, a menos que el Prestatario instruya a la A.I.D. de lo contrario. Cualquier otro cargo que las

ARTICLE VIII

Disbursements

Section 8.1. Disbursement for Foreign Exchange Costs.

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

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

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

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

Partes puedan acordar, podrá también ser financiado bajo el Préstamo.

Sección 8.2. Desembolsos por Costos en Lempiras.

(a) Después de satisfacer las condiciones previas, el Prestatario podrá obtener desembolsos de fondos bajo el Préstamo por costos en Lempiras requeridos para el Proyecto de conformidad con los términos de este Convenio, suministrando a la A.I.D. con la necesaria documentación de amparo tal como se prescriba en las Cartas de Ejecución del Proyecto, las solicitudes para financiar tales costos.

(b) Los Lempiras necesarios para tales desembolsos, se obtendrán:

(1) por adquisición de la A.I.D. por compra con dólares estadounidenses; o

(2) solicitando la A.I.D. al Prestatario que haga disponible los Lempiras para tales costos y reembolsándole de conformidad un monto de dólares estadounidenses igual en valor a la cantidad de Lempiras que el Prestatario hiciere disponible.

El equivalente de dólares estadounidenses de los Lempiras que se hagan disponibles por este medio, será para el caso de la subsección (b)(1), la cantidad de dólares estadounidenses requeridos por la A.I.D. para obtener los Lempiras adquiridos por ésta y en el caso de la subsección (b)(2) la cantidad de dólares estadounidenses requeridos por la A.I.D. para reembolsar al Prestatario por los Lempiras puestos a disposición.

Sección 8.3. Otras Formas de Desembolso. Las Partes podrán acordar por escrito sobre otros medios de efectuar desembolsos del Préstamo.

may agree to may also be financed under the Loan.

Section 8.2. Disbursement for Lempira Costs.

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

(b) The Lempiras needed for such disbursement hereunder will be obtained:

(1) by acquisition by A.I.D. with U.S. Dollars by purchase or

(2) by A.I.D. requesting the Borrower to make available the Lempiras for such costs, and thereafter reimbursing an amount of U.S. Dollars equal in value to the amount of Lempiras made available by the Borrower.

The U.S. Dollar equivalent of the Lempiras made available hereunder will be in the case of subsection (b)(1), the amount of U.S. Dollars required by A.I.D. to obtain the Lempiras acquired by A.I.D. and in the case of subsection (b)(2), the amount of U.S. Dollars required by A.I.D. to reimburse the Borrower for the Lempiras made available.

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

Sección 8.4. Tipo de Cambio. Si los fondos suministrados bajo el Préstamo fueran introducidos en Honduras por la A.I.D. o cualquier dependencia pública o privada, para propósitos de llevar a cabo obligaciones de la A.I.D. bajo este Convenio, el Prestatario hará los arreglos que sean necesarios para que tales fondos puedan ser convertidos a Lempiras al más alto tipo de cambio que al momento que se efectue la conversión no sea prohibido en Honduras. Si la A.I.D. bajo el Préstamo está obligada a reembolsar al Prestatario en dólares estadounidenses, lo hará al tipo de cambio más alto que al momento de efectuar el reembolso, no sea ilegal en Honduras. El término "más alto" se refiere al monto de Lempiras en la conversión o reembolso.

Sección 8.5. Fecha de Desembolso. Los desembolsos que haga la A.I.D. se considerarán como ocurridos (a) en la fecha en que la A.I.D. haga un desembolso al Prestatario ó a su designado o a un banco, contratista o proveedor de conformidad con una carta de compromiso, contrato u orden de compra; o (b) en la fecha en que la A.I.D. desembolse al Prestatario o a su designado Lempiras adquiridos de conformidad con la Sección 8.2. (b).

ARTICULO IX

Diversos

Sección 9.1. Comunicaciones. Cualquier notificación, solicitud, documento u otra comunicación suministrada por cualquiera de las Partes a la otra, bajo este Convenio será por escrito, por telegrama o cable, y se considerará como debidamente entregada o enviada cuando sea entregada a tal Parte en la siguiente dirección:

AL PRESTATARIO:

Dirección Postal:

Ministerio de Hacienda y Crédito Público
Tegucigalpa, D.C., Honduras, C.A.

Section 8.4. Rate of Exchange. If funds provided under the Loan are introduced into Honduras by A.I.D. or any public or private agency for purposes of carrying out obligations of A.I.D., hereunder the Borrower will make such arrangements as may be necessary so that such funds may be converted into Lempiras at the highest rate of exchange which, at the time of the conversion is made, is not unlawful in Honduras. If A.I.D. under the Loan is obligated to reimburse the Borrower in U.S. Dollars, it will do so at the highest rate of exchange which, at the time reimbursement is made, is not unlawful in Honduras. The term "highest" refers to the quantum of Lempiras in the conversion or reimbursement.

Section 8.5. Date of Disbursement. Disbursements by A.I.D. will be deemed to occur (a) on the date on which A.I.D. makes a disbursement to the Borrower or its designee, or to a bank, contractor or supplier pursuant to a letter of commitment, contract or purchase order; or (b) on the date on which A.I.D. disburses to the Borrower or its designee Lempiras acquired in accordance with Section 8.2. (b).

ARTICLE IX

Miscellaneous

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

TO THE BORROWER:

Mail Address:

Ministerio de Hacienda y Crédito Público
Tegucigalpa, D.C., Honduras, C.A.

Dirección Cablegráfica:

Hacienda
Tegucigalpa, D.C., Honduras, C.A.

Cable Address:

Hacienda
Tegucigalpa, D.C., Honduras, C.A.

A LA A.I.D.:

Dirección Postal:

Agencia para el Desarrollo
Internacional (A.I.D.)
R/do Embajada Americana
Tegucigalpa, D.C., Honduras

Dirección Cablegráfica:

USAID/Honduras
R/do Embajada Americana
Tegucigalpa, D.C., Honduras, C.A.

TO A.I.D.:

Mail Address:

Agency for International Development
(A.I.D.)
c/o American Embassy
Tegucigalpa, D.C., Honduras, C.A.

Cable Address:

USAID/Honduras
c/o American Embassy
Tegucigalpa, D.C., Honduras, C.A.

Todas las comunicaciones serán en Inglés, a menos que las Partes convengan de otra manera por escrito. Las direcciones anteriores serán sustituidas por otras mediante notificación.

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

Sección 9.2. Representantes. Para todos los propósitos relacionados con este Convenio, el Prestatario estará representado por la persona que ocupe o esté encargada del Despacho de Hacienda y Crédito Público y la A.I.D. estará representada por la persona que ocupe o esté encargada de la Oficina del Director de la Misión de la A.I.D. en Honduras, cada uno de los cuales por notificación escrita, podrá designar representantes adicionales para todos los propósitos, a excepción del ejercimiento de poder bajo la Sección 2.1. para revisar los elementos de la descripción amplificada en el Anexo 1. Los nombres de los representantes del Prestatario, con muestras de firma, serán suministradas a la A.I.D., la cual podrá aceptar como debidamente autorizado cualquier instrumento firmado por tales representantes para llevar a cabo este Convenio, hasta que se reciba notificación escrita de la renovación de autoridad.

Section 9.2. Representatives. For all purposes relevant to this Agreement, the Borrower will be represented by the individual holding or acting in the office of the Minister of Finance and Public Credit and A.I.D. will be represented by the individual holding or acting in the office of the Director, USAID Mission of Honduras, each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1. to revise elements of the amplified description in Annex 1. The names of the representatives of the Borrower, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

Sección 9.3. Anexo de Estipulaciones Generales. Un "Anexo de Estipulaciones Generales del Préstamo" (Anexo 2) se adjunta a y forma parte de este Convenio.

Sección 9.4. Idioma. Este Convenio está preparado en Español e Inglés. En caso de ambiguedad o conflicto entre las dos versiones, la versión en el idioma Inglés prevalecerá.

EN FE DE LO CUAL, el Prestatario, y los Estados Unidos de América cada cual actuando a través de su representante debidamente autorizado, celebran el presente Convenio en la fecha y año indicados al principio del mismo.

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

Section 9.4. Language. This Agreement is prepared in both Spanish and English. In the event of ambiguity or conflict between the two versions, the English language will control.

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

LA REPUBLICA DE HONDURAS

General de Brigada Juan Alberto Melgar Castro
Jefe de Estado

P. H. Porfirio Zavala Sandoval
Ministro de Hacienda y Crédito Público

LOS ESTADOS UNIDOS DE AMERICA

Mari-Luci Caramillo
Trabajadora

J. B. Robinson
Director de la A.I.D. en Honduras

[1] Not printed herein. The annex is deposited in the archives of the Department of State where it is available for reference.

ANEXO I

DESCRIPCION DEL PROYECTO

El propósito de este Proyecto es asistir al Gobierno de Honduras en sus esfuerzos por aumentar la productividad de los pequeños agricultores. El grupo meta está constituído principalmente por campesinos que anteriormente no poseían tierras y que actualmente están organizados en unidades agrícolas multifamiliares, pero también incluirá a agricultores que trabajan fincas individuales y/o que están organizados en cooperativas para obtener ínsumos para la producción, crédito o para vender productos agrícolas. Se considera que la adopción de tecnología apropiada a las circunstancias es la clave para mejorar la productividad. Es necesario determinar la tecnología más productiva para una amplia variedad de condiciones ecológicas. Los elementos básicos del Proyecto incluyen: (1) La Planificación de los Sistemas Agropecuarios, (2) Crédito Agropecuario, incluyendo Fondos para Inversiones de Capital y para Producción, (3) Investigación y Desarrollo de Tecnología Apropiada, y (4) Adiestramiento.

Para asistir en lograr los objetivos del Proyecto, se establecerá una unidad coordinadora y de administración del Proyecto, adscrita a la Dirección de Planificación Sectorial del Ministerio de Recursos Naturales.

1. Planificación de Sistemas Agropecuarios a Nivel de Finca: El Gobierno de Honduras establecerá una red de servicios de asesoría en administración e inversión agrícola para asistir al propietario y miembros operarios de empresas agrícolas en la selección, entre varias alternativas para administración de fincas, de aquellas con mayor probabilidad de resultar en un ingreso más alto consistente con un riesgo aceptable. El énfasis inicial se dará al desarrollo de planes

ANNEX 1

PROJECT DESCRIPTION

The purpose of this Project is to assist the Government of Honduras (GOH) in its efforts to increase the productivity of small farmers. The target group consists primarily of former landless laborers who are now organized into multi-family units, but also will include farmers working individual farms and/or those who are organized into cooperatives to obtain production inputs, to obtain credit or to sell agricultural products. The adoption of technology appropriate to the circumstances is seen as the key to improved productivity. It is necessary to determine the most productive technology for a wide range of ecological conditions. The basic elements of the Project include: (1) Farm Systems Planning, (2) Agricultural Credit, including Capital Investment and Production Funds, (3) Research and Development of Appropriate Technology, and (4) Training.

To assist in achieving the Project's objectives, a coordinating and administration unit for the Project will be established within the Sectorial Planning Division of the Ministry of Natural Resources.

1. Farm Systems Planning. The GOH will establish a farm investment and management advisory network to assist the owner/operator members of farm businesses to choose among various farm management alternatives those which are most likely to result in the highest net income consistent with acceptable risk. Initial emphasis will be on developing farm plans for 250 multi-family farm units of the Agrarian Reform. The Research and Development

agropecuarios para 250 unidades agrícolas multifamiliares de la Reforma Agraria. Se espera que el componenete de Investigación y Desarrollo a ser ejecutado por la Escuela Agrícola Panamericana bajo contrato con el Ministerio de Recursos Naturales, proporcione una mayor oportunidad para la selección de una amplia variedad de tecnología a ser utilizadas por los administradores de fincas en el desarrollo de planes viables de inversión agropecuaria para las grandes unidades agrícolas de la Reforma Agraria y para las unidades individuales de producción de hasta 15 hectáreas.

Al final del Proyecto se habrá establecido una capacidad dentro del Ministerio de Recursos Naturales, del Banco Nacional de Fomento y del Instituto Nacional Agrario para asistir a los agricultores en la preparación de planes de administración e inversión agrícola, en la adopción de tecnología apropiada y en el aumento del ingreso neto familiar proveniente de la operación de empresas a base de fincas.

2. Fondo para Inversiones de Capital: El Gobierno de Honduras aumentará el capital del Banco Nacional de Fomento (BNF) en $8.0 millones, de los cuales $5.0 millones provendrán de fondos de Lempiras de la A.I.D. y el equivalente en Lempiras de $3.0 millones provendrán de recursos del Gobierno de Honduras. El BNF aumentará en $8.0 millones el Fondo para Desarrollo de Capital de Pequeños Agricultores, establecido bajo el Préstamo de la A.I.D. No. 522-T-025. Estos fondos serán utilizados exclusivamente para financiar los requisitos de inversión de aproximadamente 250 fincas de la Reforma Agraria o cooperativas seleccionadas para recibir asistencia bajo el Proyecto. Estos requisitos de inversión podrían incluir bienes y servicios relacionados con la instalación de sistemas de riego, la preparación de tierras para cultivo, la plantación de árboles frutales, toda clase de instalaciones

component to be performed by the Panamerican Agricultural School under contract with the Ministry of Natural Resources is expected to provide a larger number of technology choices for farm managers to use in developing viable farm investment plans for both the larger farm units of the agrarian reform and for individual production units up to 15 hectares.

End of Project status will find an established capacity within the Ministry of Natural Resources, the Banco Nacional de Fomento and the Agrarian Reform Institute to assist farmers to prepare farm investment and management plans, to adopt appropriate technology and increase net family income from the operation of farm businesses.

2. Capital Investment Fund: The GOH will increase the capital of the Banco Nacional de Fomento (BNF) by $8.0 million, of which $5.0 million will be A.I.D. Loan funds and the equivalent of $3.0 million in Lempiras will be from GOH resources. The BNF will increase by $8.0 million the Small Farmer Capital Development Fund established under A.I.D. Loan No. 522-T-025. These funds will be used exclusively to finance the investment requirements of approximately 250 Agrarian Reform farms or cooperatives targeted for assistance under the Project. These investment requirements might include goods and services related to the installation of irrigation systems, the preparation of land for cultivation, the planting of tree crops, all types of installations for storing agricultural products, the storage, preparation and marketing of agricultural

para almacenamiento de productos agrícolas, el almacenamiento, preparación y mercadeo de bienes agrícolas, ganadería y aves de corral, y otras necesidades para inversiones a mediano y largo plazo, pudiendo incluir financiamiento para el establecimiento y operación de pequeñas empresas de servicios de mecanización agrícola. Un total de $12.0 millones serán otorgados como créditos complementarios para producción a través del Fondo de Crédito a la Producción para Cooperativas durante los próximos tres años. Estos créditos a la producción, podrían incluir financiamiento para semilla, fertilizante, insecticida, pasto, transporte y otras necesidades de capital de trabajo a corto plazo. Una fuente principal de fondos para este propósito la constituirán los fondos del Crédito a la Producción proporcionados bajo el Préstamo de la A.I.D. No. 522-T-030. Los planes de inversión agrícola serán requeridos como condición para los subpréstamos.

commodities, livestock, and poultry, and other medium to long term investment needs, including financing for the establishment and operation of small firms providing mechanized agricultural services. Complementary production credits, totalling an estimated $12.0 million over the next three years, will be provided through the Cooperative Production Credit Fund. These production credits might include financing for seed, fertilizer, insecticides, feed, transportation, and other working capital needs of a short term nature. A principal source of funds for this purpose will be the Production Credit funds provided under A.I.D. Loan No. 522-T-030. Farm investment plans will be required as a condition of sub-lending.

Al final del Proyecto se habrá fortalecido al BNF cuya capacidad de préstamo a agricultores organizados habrá aumentado en más de $12.0 millones durante el período del Proyecto.

End of Project status will find a strenthened BNF whose lending to organized farmers has increased by over $12.0 million during the Project period.

3. Investigación y Desarrollo de Tecnología Apropiada: La falta de identificación de una tecnología apropiada para la finca típica hondureña es el impedimento principal para el aumento de la productividad y el ingreso agrícola. El Ministerio de Recursos Naturales contratará a la EAP para que investigue la aplicabilidad de la tecnología intermedia disponible a las condiciones predominantes en Honduras. El Proyecto intentará identificar y promover las tecnologías agrícolas apropiadas a una gran variedad de unidades agrícolas. La actividad de investigación estará enfocada hacia: (1) Tracción: investigación acerca del origen de la fuerza de tracción y los implementos apropiados,

3. Research and Development of Appropriate Technology: The failure to identify appropriate technology for the typical Honduran farmstead is a primary constraint to increasing farm productivity and income. The Ministry of Natural Resources will contract with the Panamerican Agricultural School to investigate the applicability of available intermediate technology to Honduran conditions. The Project will attempt to identify and promote farm technologies appropriate to a wide variety of farming units. The focus of research activity will be on: (1) Traction: research on the source of traction power and the appropriate implements for land

para la preparación y el cultivo de la tierra, (2) Administración de Recursos Hidráulicos: se dará énfasis a la administración de recursos hidráulicos para irrigación. La meta es encontrar métodos mediante los cuales transportar el agua, encontrar fuentes de fuerza para el transporte del agua con dependencia mínima en combustible, conservar los manantiales y utilizar el agua para generar electricidad en las fincas, (3) Almacenamiento de Cosechas: se analizarán métodos de bajo costo para reducir las pérdidas posteriores a las cosechas, (4) Transporte y Embalaje: por su estrecha relación con el almacenamiento de los productos en las fincas se investigarán los medios de embalaje y transporte del producto final.

preparation and crop cultivation, (2) Water Management: the emphasis will be on management of water for irrigation. The goal is to find methods with which to transport water, to find sources of power for water transport which are least dependent upon purchased fuels, to conserve water supplies and to use water for producing electricity on the farm, (3) Crop Storage: low cost methods to reduce post-harvest losses will be examined, (4) Transportation and Packaging: closely related to the storage of produce on the farm, means of packaging and transporting the final product will be investigated.

Al final del Proyecto se habrá establecido una capacidad para llevar a cabo la investigación aplicable con tecnología apropiada identificada en cada una de las siguientes áreas: (a) fuerza de tracción, (b) manejo de aguas, (c) almacenamiento de cosechas, y (d) transporte y embalaje. También, habrá una biblioteca con información actualizada sobre tecnologías agrícolas, se habrá producido un mínimo de 50 boletines informando acerca de actividades de investigación y se dispondrá de por lo menos 10 estudios de fincas prototipo.

End of Project status will find an established capacity to perform adaptive research with appropriate technology identified in each of the following areas: (a) traction power, (b) water management, (c) post-harvest storage, and (d) transportation and packaging. In addition, there will be a library with current information on farm technologies, at least 50 bulletins reporting research activities will have been produced and at least ten studies of prototype farms will be available.

4. Adiestramiento: Se proporcionará adiestramiento en la operación y mantenimiento de maquinaria a por lo menos dos miembros de cada unidad agrícola asistida bajo este Proyecto mediante la contratación de los servicios del INFOP u otra entidad de adiestramiento. Además, la Escuela Agrícola Panamericana u otra entidad será contratada para impartir una serie de cursos de corta duración para agentes extensionistas, personal de los grupos asesores de planificación agrícola y administradores de fincas, cubriendo temas sobre administración de fincas, operación de maquinaria, tecnología intermedia y destrezas en comunicaciones.

4. Training: Training in farm machinery operation and maintenance for at least two members of each farm unit assisted under this Project will be provided by contracting the services of INFOP or other teaching entities. In addition, the Panamerican Agricultural School or other entity will be contracted to present a series of short courses for extension agents, personnel of farm planning advisory groups and farm managers to cover subjects of farm management, machinery operation, intermediate technology and communications skills.

Al final del Proyecto, en 1980, se contará por lo menos con 500 operadores de maquinaria adiestrados, 250 administradores de fincas capacitados en principios básicos de administración de fincas y con 50 propietarios de empresas para servicio rural o industrial a quienes se les prestó asistencia en disciplinas técnicas y gerenciales. Además por lo menos 100 agentes extensionistas o de campo de instituciones del sector agrícola que prestan servicios básicos habrán recibido adiestramiento en administración agrícola y aspectos relativos.

End of Project status in 1980 will find at least 500 farm machinery operators trained, at least 250 farm managers trained in basic farm management principles, and 50 rural service/industrial enterprise owners assisted in technical/managerial disciplines. In addition, at least 100 extension or field agent personnel of agriculture sector institutions will have received farm management and related training.

A continuación se detalla un resúmen del plan financiero de las actividades del Proyecto. Este plan incluye, para propósito de planificación solamente, los fondos de la Donación de la A.I.D. y los costos de contraparte cubiertos bajo el Convenio de Proyecto No. 522-7-TQ del 30 de septiembre de 1976.

A summary financial plan of Project activities is set forth below. This plan includes, for planning purposes only, the A.I.D. Grant funds and counterpart costs covered under Project Agreement No. 522-7-TQ dated September 30, 1976.

Los elementos financiados por el Préstamo de la A.I.D. y el financiamiento relacionado con la contraparte podrán cambiarse sin enmendar este Convenio, dentro de los límites establecidos bajo la Sección 2.1. del Convenio.

Those elements of the plan financed by the A.I.D. Loan and related counterpart funding may be changed without formal amendment of this Agreement within the limits established under Section 2.1. herein.

($000)

	Donación A.I.D. AID Grant	Préstamo A.I.D. AID Loan	Gob. de Honduras GOH	Otros Other	Total
1. Planificación y Evaluación de los Sistemas Agropecuarios Farm System Planning and Evaluation	265	630	549		1,444
2. Fuentes de Crédito Credit Resources					
- Fondo para Inversión de Capital Capital Investment Fund		5,000	3,000		8,000
- Programa de Garantía de Crédito a la Producción Productive Credit Guaranty Program				250 1/	250
- Créditos para Inversión para Pequeños Agricultores Investment Credits for Individual Farmers				225 2/	225
3. Investigación y Desarrollo Research and Development	925	25	-	-	950
4. Actividades de Adiestramiento Training Activities	50	345	65	-	460
TOTAL	1,240	6,000	3,614	475	11,329

1/ Préstamos comerciales a pequeños talleres que reparen o fabriquen equipo y herramientas agrícolas, garantizados por el Programa de Garantía de Crédito a la Producción.

2/ Créditos para inversión para agricultores individuales con recursos del BNF.

1/ Commercial loans to small repair shops/fabricators of agricultural equipment and tools, guaranteed by the Productive Credit Guaranty Program.

2/ Investment credits to individual farmers from BNF resources.

[Footnotes in the original.]

ITALY

Exchanges and Cooperation in Education

Memorandum of understanding signed at Rome May 4, 1978; Entered into force May 4, 1978.

MEMORANDUM OF UNDERSTANDING

Desiring to promote better understanding between the peoples of the United States and the Italian Republic and to strengthen relationships between the two countries through education;

Believing that the further expansion of mutually beneficial exchanges and cooperation will facilitate the achievement of these aims;

Recalling the joint communique of July 27, 1977,[1] issued by the President of the United States and the Prime Minister of the Italian Republic, which called for reciprocal assistance in efforts to strengthen English language teaching and American studies programs in Italy and Italian language teaching and Italian studies programs in the United States; and

Desiring to strengthen the links already existing between the education communities in both countries;

The parties to this agreement have agreed as follows:

ARTICLE I

General Principles

The parties shall enhance and expand cooperative efforts in education according to the following general principles:

A. The parties will encourage and develop exchanges and cooperation in the field of education on the basis of equity, mutual benefit, and reciprocity.

B. Such exchanges and cooperation shall be subject to the Constitutions and applicable laws and regulations of the respective countries. Within this framework, the parties will make every effort to promote favorable conditions for the fulfillment of these exchanges and cooperation.

---

[1] *Department of State Bulletin*, Aug. 22, 1977, p. 225.

C. The activities undertaken as part of this Memorandum will be conducted in Italy by the Commission for Educational and Cultural Exchange between Italy and the United States.

D. The cooperation provided for in this Memorandum shall not affect relations currently established between institutions or individuals of the United States of America and the Italian Republic. Rather the parties shall attempt to identify new areas for joint activities.

ARTICLE II

Methods of Cooperation

1. In carrying out the general principles of this Memorandum the parties will:

A. Provide for mutually beneficial educational activities involving: researchers and faculty members for study and research; professors and teachers to lecture, offer instruction, and conduct research; and specialists and delegations in various fields of education; and

B. Facilitate exchange of information and linkages between appropriate organizations through sharing of educational and teaching materials, including textbooks, syllabi and curricula, materials on methodology, samples of teaching instruments, and visual aids.

2. The parties will emphasize the study and teaching of each other's language and culture through the development of exchanges and cooperation listed above and through other mutually agreed measures.

3. The parties also agree to encourage and facilitate the establishment of direct relationships between institutions and individuals in the two countries that are not within the direct jurisdiction of the parties or their implementing bodies.

ARTICLE III

Organization and Cooperation

1. The executive agencies which will be responsible for fulfilling the terms of this agreement for the United States of America shall be the Department of Health, Education and Welfare, the Department of State, and the International Communication Agency. The executive agencies for the Republic of Italy shall be the Ministry of Foreign Affairs and the Ministry of Public Instruction.

2. The representatives of these agencies will meet periodically to review the implementation of exchanges and cooperation and to develop specific programs of exchanges. At these meetings, which may include representatives of other interested organizations as appropriate, they will also exchange views on the status of educational and cultural cooperation between the two countries. The preparation of such meetings, their timing and their agendas, will be established through diplomatic channels.

ARTICLE IV

Method of Implementation

1. In implementation of various provisions of this Memorandum the parties have established a program of exchanges for the two-year period 1978–79, which is annexed to and constitutes an integral part of this Memorandum.

2. As specified in Article I, Section C, these activities shall be conducted by the Commission for Educational and Cultural Exchange between Italy and the United States.

ARTICLE V

Financing

Both parties agree that the financing of the programs provided for in this Memorandum shall be drawn from the funds allocated in the budget for their respective agencies, subject to the availability of funds and the laws and regulations of both countries. In general, each side shall bear the costs of its participation.

ARTICLE VI

Term of Memorandum

This Memorandum shall enter into force upon signature and remain in force until June 1, 1981, after which it will be extended for successive three-year periods unless one party notifies the other of the termination thereof not less than six months prior to its expiration.

DONE on May 4, 1978, in Rome, in duplicate, in the English and Italian languages, both texts being equally authentic.

FOR THE ITALIAN REPUBLIC

Mario Pedini, *Minister of Public Instruction*

MARIO PEDINI

FOR THE UNITED STATES OF AMERICA

RICHARD N GARDNER

Richard N. Gardner, *American Ambassador*

JOSEPH A. CALIFANO JR.

Joseph A. Califano, *Secretary of Health, Education and Welfare*

[SEAL]

ANNEX

Program of Exchanges for 1978–79

In implementation of various provisions of the Memorandum of Understanding between the Department of Health, Education and Welfare of the United States of America and the Ministry of Public Instruction of the Italian Republic signed at Rome on May 4, 1978, the parties have agreed on the following programs of exchanges for the period of June 1, 1978, to December 31, 1979:

1. The Department of Health, Education and Welfare will sponsor a six-week seminar in Italy during the summer of 1978 for fifteen American teachers and teacher trainers to improve the participants' fluency in the Italian language and to increase their knowledge of Italian culture.
2. The Department of Health, Education and Welfare will sponsor a six-week seminar in Italy during the summer of 1979 for ten American teachers and teacher trainers to improve the participants' fluency in the Italian language and to increase their knowledge of Italian culture.
3. The Department of Health, Education and Welfare will sponsor a six-week seminar in Italy during the summer of 1979 for ten history and civilization teachers, supervisors, and curriculum development personnel. The seminar would include a survey of Italian history institutions, and culture, and an opportunity to develop instructional materials for use in the participants' schools.
4. The Department of Health, Education and Welfare will provide the opportunity to American school districts, State Departments of Education, or consortia of teacher training institutions to bring up to five Italian curriculum specialists to the United States for an academic year beginning in 1979 to assist State Departments of Education and elementary and secondary school systems to improve curriculum materials relating to Italian culture and languages. These specialists will be assisted on the American side to carry out research and study on the American educational system, as appropriate.

MEMORANDUM D'INTESA

Animati dal desiderio di promuovere una migliore comprensione tra i popoli degli Stati Uniti e della Repubblica Italiana e di rafforzare le relazioni tra i due Paesi nel campo della istruzione;

Ritenendo che un'ulteriore espansione di scambi reciprocamente proficui e della cooperazione facilitera' il conseguimento di questi obiettivi;

Richiamando il comunicato congiunto diramato il 27 luglio 1977 dal Presidente degli Stati Uniti e dal Presidente del Consiglio dei Ministri della Repubblica Italiana, che auspicava una reciproca assistenza negli sforzi intesi a potenziare l'insegnamento della lingua inglese e i programmi di studi americani in Italia, nonche' l'insegnamento della lingua italiana i e programmi di studi italiani negli Stati Uniti; e

Desiderando rafforzare i legami gia' esistenti nel mondo dell'istruzione fra i due Paesi;

Le parti contraenti hanno concordato quanto seque:

ARTICOLO I

Principi Generali

Le parti potenzieranno ed amplieranno la cooperazione nel campo dell'istruzione in base ai principi generali sequenti:

A. Le parti incoraggeranno e svilupperanno gli scambi e la cooperazione nel campo dell'istruzione sulla base dell'equita', del mutuo vantaggio e della reciprocita'.

B. Tali scambi e tale cooperazione dovranno realizzarsi in armonia alla Costituzione e alle leggi e ai regolamenti dei rispettivi paesi. In questo quadro, le parti intraprenderanno ogni possibile sforzo per promuovere condizioni favorevoli all'attuazione della cooperazione e degli scambi previsti.

C. Le attivita' intraprese in base a questo Memorandum verranno realizzate a cura della Commissione per gli Scambi Educativi e Culturali tra l'Italia e gli Stati Uniti.

D. La cooperazione prevista in questo Memorandum non concernera' gli scambi tra istituzioni o individui degli Stati Uniti d'America e della Repubblica Italiana gia' in essere. Le parti cercheranno pertanto di individuare nuovi settori per attivita' comuni.

ARTICOLO II

Metodi di Cooperazione

1. Nell'attuazione dei principi generali di questo Memorandum le parti:

A. Organizzeranno attivita' educative reciprocamente proficue che riguardino: ricercatori e docenti universitari per studi e ricerche; professori e insegnanti per tenere conferenze o corsi d'istruzione e condurre ricerche; specialisti e delegazioni in vari campi di istruzione; e

B. faciliteranno gli scambi di informazioni e i contatti tra le competenti organizzazioni mediante l'utilizzazione comune di materiali educativi e didattici comprendenti libri di testo, programmi e piani di studi, materiali sulla metodologia, modelli di strumenti didattici e sussidi audiovisivi.

2. Le parti conferiranno rilievo allo studio e all'insegnamento della lingua e della cultura dell'altro paese mediante lo sviluppo degli scambi e della cooperazione summenzionati e attraverso altre iniziative reciprocamente concordate.

3. Le parti concordano inoltre di incoraggiare e facilitare l'instaurazione di rapporti diretti tra istituti e individui nei due paesi che non dipendono direttamente dalle rispettive amministrazioni o dai loro organismi incaricati dell'attuazione del presente Memorandum.

ARTICOLO III

Organizzazione e Cooperazione

1. Gli organismi responsabili per l'esecuzione delle disposizioni del presente accordo saranno per gli Stati Uniti il Dipartimento per la Sanita', l'Istruzione e gli Affari Sociali, il Dipartimento di Stato e l'Ente per le Comunicazioni Internazionali. Gli organismi da parte della Repubblica Italiana saranno il Ministero degli Affari Esteri e il Ministero della Pubblica Istruzione.

2. I rappresentanti di questi organismi si incontreranno periodicamente per esaminare l'attuazione degli scambi e della cooperazione e per mettere a punto specifici programmi di scambi. Nel corso di tali incontri, con la eventuale partecipazione, ove se ne ravvisi l'opportunita', dei rappresentanti di altri organismi interessati, essi procederanno anche a uno scambio di punti di vista sulla situazione della cooperazione culturale ed educativa fra i due Paesi. La preparazione di tali incontri, la loro periodicita' e l'oggetto dei loro lavori verranno determinati per le vie diplomatiche.

ARTICOLO IV

Procedure di Attuazione

1. Per attuare la varie disposizioni del presente Memorandum le parti hanno concordato un programma di scambi per il biennio 1978–79, accluso in allegato e che costituisce parte integrante del presente Memorandum.

2. Come previsto nell'Articolo I, punto C, questo programma sara' gestito dalla Commissione per gli Scambi Educativi e Culturali tra l'Italia e gli Stati Uniti.

ARTICOLO V

Finanziamento

Le parti convengono che il finanziamento dei programmi previsti nel presente Memorandum sara' assicurato dai fondi assegnati in bilancio ai loro Enti rispettivi, compatibilmente con le disponibilita' di fondi e con le leggi e i regolamenti dei due Paesi. In generale, ciascuna parte provvedera' a sostenere il costo della propria partecipazione.

ARTICOLO VI

Termini di Validita del Memorandum

Il presente Memorandum entrera' in vigore all'atto della firma e rimarra' in vigore fino al 1 giugno 1981, dopo di che sara' prorogato per successivi periodi triennali, a meno che una delle parti non notifichi all'altra la denuncia almeno sei mesi prima del termine di scadenza.

FATTO il 4 maggio 1978, a Roma, in duplice copia, in lingua inglese e in lingua italiana, entrambi i testi facenti ugualmente fede.

PER GLI STATI UNITI D'AMERICA

RICHARD N GARDNER

Richard N. Gardner, *Ambasciatore Americano*

JOSEPH A. CALIFANO JR.

Joseph A. Califano, *Segretario alla Sanita', l'Istruzione e gli Affari Sociali*

PER LA REPUBBLICA ITALIANA

Mario Pedini, *Ministro della Pubblica Istruzione*

MARIO PEDINI

ALLEGATO

Programma di Scambi per il 1978–1979

In attuazione delle disposizioni del Memorandum d'Intesa tra il Dipartimento per la Sanita', l'Istruzione e gli Affari Sociali degli Stati Uniti d'America e il Ministero della Pubblica Istruzione della Repubblica Italiana firmato a Roma il 4 maggio 1978, le Parti hanno concordato il seguente programma di scambi per il periodo 1 giugno 1978—31 dicembre 1979:

1. Il Dipartimento per la Sanita', l'Istruzione e gli Affari Sociali patrocinera' un seminario di sei settimane in Italia, durante l'estate del 1978, per 15 insegnanti e specialisti americani nella formazione degli insegnanti allo scopo di migliorare e di approfondire la loro conoscenza della lingua e della cultura italiana.

2. Il Dipartimento per la Sanita', l'Istruzione e gli Affari Sociali patrocinera' un seminario di sei settimane in Italia durante l'estate del 1979 per dieci insegnanti e specialisti americani nella formazione degli insegnanti allo scopo di migliorare e di approfondire la loro conoscenza della lingua e della cultura italiana.

3. Il Dipartimento per la Sanita', l'Istruzione e gli Affari Sociali patrocinera' un seminario di sei settimane in Italia, durante l'estate del 1979, per dieci insegnanti americani di storia e storia della civilta',

sovrintendenti e specialisti per l'elaborazione di piani di studio. Il seminario comprendera' una rassegna della storia, delle istituzioni e della cultura d'Italia e offrira' l'opportunita' di elaborare del materiale didattico da utilizzare nelle scuole dei partecipanti.

4. Il Dipartimento per la Sanita', l'Istruzione e gli Affari Sociali concedera' a distretti scolastici americani, dipartimenti per l'istruzione degli Stati, o consorzi di istituti di magistero americani l'opportunita' di ospitare negli Stati Uniti fino a cinque specialisti di piani di studio italiani per un intero anno accademico, a cominciare dal 1979, allo scopo di aiutare i dipartimenti dell'istruzione degli Stati e i sistemi scolastici elementari e medi americani a migliorare il materiale dei piani di studio relativi alla cultura e alla lingua italiana.

Detti specialisti troveranno inoltre da parte americana l'assistenza necessaria per ricerche ed indagini di studio sull'evoluzione della didattica negli Stati Uniti.

UNITED NATIONS

Reimbursement of Income Taxes

Agreement effected by exchange of letters
Signed at New York June 30 and July 12, 1978;
Entered into force July 12, 1978.

The American Ambassador to the Secretary General of the United Nations

THE REPRESENTATIVE
OF THE
UNITED STATES OF AMERICA
TO THE
UNITED NATIONS

June 30, 1978

His Excellency
Kurt Waldheim
Secretary General of the United Nations
United Nations, New York 10017

Dear Mr. Secretary General:

I have been authorized to inform you that, in connection with its membership in the United Nations, the United States Government is prepared to reimburse the United Nations for sums utilized to reimburse UNEF/UNDOF staff members subject to payment of United States income taxes in order to equalize the remuneration of such personnel and that of staff members of UNEF/UNDOF not subject to national taxes. To do this, I propose the following agreement establishing the procedure:

"The United States Government understands that the United Nations will reimburse UNEF/UNDOF staff members who are U.S. citizens, or otherwise liable to pay U.S. income taxes, for any U.S. income taxes paid on their UNEF/UNDOF income through a special suspense account. The U.S. Government will be obligated to pay a tax equalization charge as part of its annual payment to UNEF/UNDOF to compensate this special suspense account. This charge will cover actual reimbursements made by the United Nations since the inception of UNEF/UNDOF to UNEF/UNDOF employees subject to U.S. income taxes. This agreement does not cover UNEF/UNDOF employees paid from voluntary funds."

Your concurrence in the above paragraph by letter will constitute the agreement between the United States Government and the United Nations formalizing the tax

reimbursement agreement. This agreement shall enter in force on receipt of your letter in reply.

Sincerely yours,

Andrew Young

The Secretary General of the United Nations to the American Ambassador

THE SECRETARY-GENERAL

12 July 1978

Dear Mr. Ambassador,

Thank you for your letter of 30 June 1978 proposing an agreement by which the United States Government will compensate the United Nations for sums utilized to reimburse U.S. income taxes incurred by UNEF/UNDOF staff members paid under the UNEF/UNDOF budgets. You have proposed agreement by the United Nations to the following text, which would establish the procedure:

"The United States Government understands that the United Nations will reimburse UNEF/UNDOF staff members who are U.S. citizens, or otherwise liable to pay U.S. income taxes, for any U.S. income taxes paid on their UNEF/UNDOF income through a special suspense account. The U.S. Government will be obligated to pay a tax equalization charge as part of its annual payment to UNEF/UNDOF to compensate this special suspense account. This charge will cover actual reimbursements made by the United Nations since the inception of UNEF/UNDOF to UNEF/UNDOF employees subject to U.S. income taxes. This agreement does not cover UNEF/UNDOF employees paid from voluntary funds."

His Excellency
Mr. Andrew Young
Ambassador Extraordinary and Plenipotentiary
Permanent Representative of the United States
of America to the United Nations
New York, N.Y.

I am happy to indicate my concurrence in the above text, on the understanding that it concerns all U.S. income taxes on UNEF/UNDOF income. This exchange of letters constitutes the agreement between the United States Government and the United Nations formalizing this tax reimbursement procedure. This agreement shall enter in force on your receipt of this letter.

Sincerely yours,

Kurt Waldheim

MULTILATERAL

Atomic Energy: Reactor Safety Experiments

Agreement opened for signature April 14, 1977;
Entered into force June 17, 1977.

AGREEMENT MX-III-CFT

A G R E E M E N T

between

COMMISSARIAT A L'ENERGIE ATOMIQUE, FRANCE
(hereinafter called "CEA")

ELECTRICITE DE FRANCE, FRANCE
(hereinafter called "EdF")

ELECTRIC POWER RESEARCH INSTITUTE, USA
(hereinafter called "EPRI")

UNITED STATES NUCLEAR REGULATORY COMMISSION, USA
(hereinafter called "NRC")

FORSØGSANLAEG RISØ, DENMARK
(hereinafter called "RISØ")

TECHNICAL RESEARCH CENTRE OF FINLAND, FINLAND
(hereinafter called "VTT")

INSTITUTT FOR ATOMENERGI, NORWAY
(hereinafter called "AEN")

AKTIEBOLAGET ATOMENERGI, SWEDEN
(hereinafter called "AES") and

N.V. TOT KEURING VAN ELECTROTECHNISCHE MATERIALEN THE NETHERLANDS
(hereinafter called "KEMA")

hereinafter jointly called "the contracting parties"

concerning

A JOINT PROJECT FOR PLANNING, DESIGN, EXPERIMENT PREPARATION, PERFORMANCE AND REPORTING OF REACTOR SAFETY EXPERIMENTS CONCERNING CRITICAL FLOW (hereinafter called "the project")

CONTENT

I	Preamble
II	Purpose of the agreement
III	Scope of the project
IV	Organization of the project
V	Time schedule
VI	Budget and financial contributions
VII	Supply of personnel
VIII	Information and use of results inclusive of inventions
IX	Liability
X	Acceptance of further participants
XI	Unforeseen occurrences and the right to withdraw
XII	Arrangements for termination of the project
XIII	Covenant against contingent fees
XIV	Officials not to benefit
XV	Disputes

Appendix A	Description of programmes
Appendix B	Instrumentation
Appendix C	Organization
Appendix D	Budget
Appendix E	Time schedule
Appendix F	Reports

I PREAMBLE

Considering

- the generally acknowledged need for large scale experimental safety studies related to critical flow conditions pertaining to light water reactors

- the possibilities offered by the Marviken facility for such large scale experiments, already demonstrated in international projects concerning full scale containment tests performed since 1972,

the contracting parties have this day agreed as follows:

II PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to establish cooperation between the contracting parties in a project using jointly the Marviken reactor for certain safety experiments. The project covered by this Agreement comprises a joint programme for planning, design, experiment preparation, performance and reporting of reactor safety experiments concerning large scale critical flow tests.

III SCOPE OF THE PROJECT

The scope of the project is to plan, design, prepare, perform and report a series of tests on critical discharge flow for light water reactor safety at Marviken within the framework of an international cooperation.

The project will be performed according to Appendices A - F and will aim at providing the contracting parties with further information on critical flow through short tubes of large diameter.

The framework of the project is laid down in the appendices to this Agreement:

Appendix A	Description of programmes
Appendix B	Instrumentation
Appendix C	Organization
Appendix D	Budget
Appendix E	Time schedule
Appendix F	Reports

The project consists of four kinds of activities defined as phases below:

Phase A	Planning and design
Phase B	Experiment preparation
Phase C	Performance of the test programme. Data collection reduction and reporting of data and interpretation of results
Phase D	Final reporting of results

IV ORGANIZATION OF THE PROJECT

1 The project shall be directed by a project board. The board shall decide on all matters concerning the project within the framework of this Agreement.

Each contracting party shall appoint one member of the board. The member appointed by AES will be the chairman of the board. Each member of the board may be assisted at the board meeting by one specialist who shall not have a voting right. The board shall meet at least 3 times a year. Additional board meetings shall be convened at the request of one member of the board.

The decisions of the project board shall normally be made by mutual agreement. Should it be necessary to vote on any decision, each member of the board shall have a number of votes in proportion to the financial commitment of the contracting party concerned according to Article VI below. Every member shall be given the opportunity to cast his vote. 51 % of the votes cast are required for a decision. An opportunity will be provided for voting in absentia and/or through designated alternate upon proper and timely notification of the matter to be voted on. Should it be necessary to revise the programme, the board should be prepared to meet at short notice.

AES has an absolute veto right against decisions involving the safety of the plant or conflicts with Swedish laws and regulations.

2 AES shall appoint a project manager. The appointment requires the approval of the project board. The project manager shall be responsible to the project board for the execution and management of the agreed project. His duties include the drawing up of detailed programmes of work, including cost and time schedules.

The project manager shall be present at the meetings of the project board and shall have the right to participate in the deliberations. He shall report at each meeting on the progress of the work of the project.

3 A committee, called the Technical Review and Advisory Committee (TRACE), shall be established. The committee shall be composed of senior technical experts preferably those assisting the Board members as mentioned under Article IV:1. Each original signatory shall have the right to designate one member to the TRACE. The committee shall from time to time review the technical status of the project and advise the Project Board and the Project manager on technical matters.

AES shall appoint the chairman of the TRACE. The committee shall meet at least three times a year. The project manager shall be in attendance at the meetings of the committee.

4 In the performance of his duties, the project manager shall be assisted by a project staff as exemplified in Appendix C.

5 AES undertakes to render the necessary technical and administrative services and to procure the material for implementation of the project. Legal acts relating to the carrying out of the project shall be performed by AES on behalf of the contracting parties.

6 For the financial management of the project AES shall arrange an adequate book-keeping and reporting system according to the needs of this Agreement. Additional reporting that may be required for specific national reasons is not the responsibility of the project. The auditing shall be performed by the auditors of AES, and if so requested by any of the other parties, by auditors elected by them.

V TIME SCHEDULE

1 The project has started as of July 1, 1976 and shall be carried out in accordance with the time schedule in Appendix E.

2 At the end of each of the phases defined in Article III above and indicated in Appendix E the Board shall review the outcome of the work performed. The formal approval of the Board is required for the start of the next phase.

VI BUDGET AND FINANCIAL CONTRIBUTIONS

1 Expenditure relating to the carrying out of the project shall be borne by the contracting parties under the conditions specified in the present Article.

The project budget as presented in Appendix D amounts to Skr 27.9 Million. This amount includes all foreseen wage and price increases for the programme planned to be carried out and specified in Appendix A - F.

As a reserve to cover

- a project management operational reserve fund,
- additional costs due to alterations in the technical programme during the planning and design phase,
- other unforeseen cost increases and
- unforeseen inflationary cost increases,

the parties undertake jointly to make available an amount of Skr 2.1 Million, thereby constituting a total budget of Skr 30 Million. Including the reserve funds the program budget is Skr 28 Million. The balance of Skr 2 Million, asked for by the Swedish Ministry of Industry, does not require any additional funding from the contracting parties to this agreement.

The utilization of the reserve funds requires specific decisions by the project board.

The project costs and the relevant reserve stated in this Article are calculated on the basis of a current station availability during the period indicated in the time schedule in Appendix E. Cost increase due to interrupted availability of the Marviken plant shall be borne by the AES, provided that the interruptions are not caused by the performance of the experiments.

2 The contracting parties undertake to contribute to the total budget as follows:

		Skr Million	voting %	
a)	USNRC	3.5	12.5	the program budget
b)	EPRI	3.5	12.5	
c)	EDF	2.8	10.0	
d)	CEA	2.8	10.0	
e)	KEMA	1.4	5.0	
f)	THE NORDIC PARTIES (Including AES)	7.0	25.0	
g)	AES	7.0	25.0	
		28.0	100.0	
h)	AES (balance)	2.0		
		30.0		

The sum of Skr 9 Million (g and h) at the present time covered by AES, is designated for future participants as yet unidentified. The financing of those contributions (g and h) still constitutes 25 % of the voting strength only.

The particular future parties can be selected by AES without consultations with the contracting parties.

The funds to be provieded are subject to annual appropriations according to the rules given in Article XI:3.

3 The project shall be debited with the cost of the personnel of the project staff supplied by the contracting parties under the conditions specified in Article VII and in Appendix D, where all personnel costs are given according to nominal AES wage codes, inclusive of statutory social dues, multiplied by 1.90. When project personnel are working outside their home organizations the project shall be debited with an additional per diem cost according to AES's rules. Costs for travels to and from the permanent residence of the personnel are paid by the respective home organization.

For services rendered by the parties upon order from the project using personnel not classified as project personnel and for material provided, the party shall be reimbursed for its full costs. Thus neither profit nor gain shall be included except in case of commercial products already on the market.

4 When paying their financial contributions according to this Article VI the parties shall be entitled to deduct the costs for wages and per diem of project personnel according to Article VI:3.

5 Within four weeks after the end of each quarter of a year, the project manager shall present accounts for the project to the parties in summarized figures as to the costs incurred during the preceding quarter, and shall at the same time give a cost estimate for the current quarter.

The total actual cost for the project shall be accounted for within three months after the termination of the project.

6 Payments of contributions shall be made to AES and made available to the project in quarterly instalments on the basis of cost estimates and accounts as outlined under this Article VI:5, and quarterly reports.

The first advance payment shall be due within four weeks after the signing of this Agreement by all the parties and shall cover all the costs accounted for in the budget incurred up to the date of signature as well as the costs calculated for the rest of the current quarter. The subsequent advance payments are due within two weeks upon receipt of the quarterly cost accounts/ cost estimates.

VII SUPPLY OF PERSONNEL

1 During the project, the contracting parties shall, within the total budget, contribute to the project staff by supplying project personnel, as specified in Appendix D:3.

The project staff shall be appointed and seconded to the project by the contracting parties with the agreement of the project manager. The project manager shall be responsible for the duly qualified composition and efficiency of the project staff and shall have the right to take the appropriate measures to that effect. The project personnel will remain in the employment of their respective employers. The project staff, during their participation in the project, work under the authority of the project manager and shall be subject to the general working rules of AES such as ordinary working hours, vacation periods etc.

2 The parties shall, if considered necessary by the board, maintain at the disposal of the project their project personnel for a period not more than three months in excess of the period stated in Appendix E. Such prolongation shall fall within the total budget and be credited according to the same rules as set out in Article VI:3.

VIII INFORMATION AND USE OF RESULTS, INCLUSIVE OF INVENTIONS

1 The results of the project shall be presented in the form of appropriate progress and final reports as specified in Appendix F.

2 All information derived from the execution of the project shall be made available to the contracting parties.

3 Prior to approval by the parties for publication, the information will be freely available to government authorities, organizations and companies in the country of each contracting party for their own use but not for publication by discretion of the respective parties. When required by administrative procedure in its country, each party may on its own responsibility disseminate or otherwise make use of information from the experiments.

The project will not bear any responsibility for such information as is not approved by the project board and which is not contained in the project reports as specified in Article VIII:1. In such cases the party should carefully consider the possible necessity of due reservations regarding the validity of the information with respect to the final total evaluation of the project results. During the period covered by the Agreement the parties may not without the consent of the project board supply information on project progress and results to organizations and companies outside the countries of the contracting parties.

4 Prior to the termination of the project, the project board must decide upon such results that may not be published.

5 Patentable or not patentable inventions made in the course of the project work shall be made available to the project, the party responsible for any such invention undertakes to give the right of use to the project, free of cost charge.

6 Patentable inventions made in the course of the project work shall be considered made by the inventor as member of his home organization and patent matters shall be settled by the respective party according to the laws and regulations in the respective country, provided, however, if a party decides to file patent applications for an invention in one or several countries, the other parties shall be granted non-exclusive royalty-free licences to use the invention in such countries, including the right to grant sublicences to organizations and companies of their own country.

7 Each party waives any and all claims against the other parties for compensation, royalty or award, as regards any inventions or discoveries, made in the course of, or under this Agreement and releases the other parties with respect to any and all such claims, including any claim under the provisions of the applicable employer-employee invention legislation of the participating countries.

8 When one party has previously been granted or has applied for patents on an invention which could have significance for carrying out the project, the right of use this invention shall be granted the project free cost charge by the respective party.

IX LIABILITY

1 AES undertakes to maintain during the whole project period the following insurance protection.

- Insurance of the equipment procured for the experimental work against fire, explosion, water pipe damage and/or damage to machinery, amounting to a total coverage of Skr 10 Million

- Insurance of the data records against loss through fire, theft, and transport accidents, amounting to a coverage of Skr 1 Million

- Liability insurance covering personal injury and damage to property which befall the project personnel or third parties and for which a party to this Agreement or its personnel is responsible according to the applicable general rules. This insurance shall amount to a total coverage of Skr 3 Million for personal injury and a total coverage of Skr 1 Million for damage to property.

2 The cost for the above insurances shall be paid by the project as a part of the project cost.

3 The non-Swedish parties shall not be liable for any indemnification in excess of the amounts stated above. In case of excess AES shall be liable for any indemnification whatsoever.

4 This Agreement shall not limit any right to compensation on the basis of the general rules which are applicable in each case for the indemnification of personal injury or damage to property.

X ACCEPTANCE OF FURTHER PARTICIPANTS

If other interested parties wish to join the project, the project board will examine the economic and other conditions of such participation and prepare a recommendation to the original contracting parties. Acceptance of further participants requires unanimous agreement by the project board. This paragraph applies to program participation beyond the present budgeted funding level.

XI UNFORESEEN OCCURRENCES AND RIGHT TO WITHDRAW

1 Should unforseen occurrences put in doubt the achievment of the project objectives within the agreed time, budget or cost schedule, the project manager shall immediately report to the project board, which shall decide on the continuation. A decision to continue shall require the unanimous agreement of the parties, and must include necessary amendments of the time, budget or cost schedule as the case may be.

2 If a decision to continue the project cannot be reached then any party to this Agreement shall have the right to withdraw from the Agreement. In such a case the withdrawing party is under an obligation to fulfil its share of project commitments which originate prior to the date of the withdrawal. The withdrawing party has the right to all information produced by the project up to the data of withdrawal. The information will be supplied in the form existing at the date of withdrawal without processing of the data.

3 In case that governmental or board of director approval is not obtained for a certain party to commit the succeeding years financial contribution, that party shall notify the project board as soon as possible, but not later than 30 days prior to the end of the fiscal year of that party. The project board shall meet on short notice to consider the situation, and in the event a decision is made to terminate the project, cancellation costs, not to exceed the total budget costs, shall be shared by all parties, including the terminating party, proportionally to the funding distribution in VI:2.

XII ARRANGEMENTS FOR TERMINATION OF THE PROJECT

Equipment purchased within the project budget is regarded as being the property of the parties, each having a share in the percentage proportion to the financial contribution as given in Article VI:2.

After the termination of the project such equipment which can still be utlized for other purposes will be evaluated under consideration of normal depreciation. AES will make up a list of such equipment and its value for approval by the project board.

If AES with the approval of the project board decides to retain such equipment, the other parties will be credited in proportion to their financial grants.

The project board shall decide upon the disposal of such remaining equipment as is not retained by AES.

When selling equipment after the termination of the experiments, the costs for dismantling of such equipment and associated restoration shall be paid from the income of the sale of such equipment. The estimated economic net result shall be approved by the board before any action is taken in such matters.

In case of a decision to terminate the project prior to its fulfilment, under the circumstances described in Article XI, AES undertakes to cancel the remaining delivery contracts and other remaining commitments for the project as soon as possible.

XIII CONVENANT AGAINST CONTINGENT FEES

The parties warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the parties for the purpose of securing business. In case of any breach or violation of this warranty, the parties shall have the right to annul this contract without liability or at their discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

XIV OFFICIALS NOT TO BENEFIT

No member of or delegate to the US Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

XV DISPUTES

Any disputes between the parties involving other than NRC concerning the application or interpretation of this Agreement, that are not satisfactorily settled through consultation, shall be submitted to Swedish court or, if so requested by one of the parties concerned, be referred for final settlement by arbitration in Stockholm according to the Swedish Act on arbitrators. With regard to any such dispute to which NRC is a party that are not satisfactorily settled through consultation, such disputes shall be decided by a court rather than by arbitration.

This agreement has been signed in nine copies, one for each party.

Paris, May 2nd 1977
For COMMISSARIAT A L'ENERGIE ATOMIQUE
FRANCE
[1]

1977
For ELECTRICITE DE FRANCE
FRANCE
[4]

May 4 1977
For ELECTRIC POWER RESEARCH INSTITUTE
USA
[2]

June 17 1977
For UNITED STATES NUCLEAR REGULATORY COMMISSION
USA
[5]

1977
For FORSØGSANLÆG RISØ
DENMARK
[3]

1977
For TECHNICAL RESEARCH CENTRE OF FINLAND
FINLAND
[6] [7]

---

[1] Andre Gauvenet.
[2] Chauncey Starr.
[3] Niels Holm.
[4] P. Bacher.
[5] Lee V. Gossick.
[6] Pekka Jauho.
[7] Veikko Palva.
[Footnotes added by the Department of State.]

1977

For INSTITUTT FOR ATOMENERGI
NORWAY

[1]

1977

For AKTIEBOLAGET ATOMENERGI
SWEDEN

[2]

[3]

1977

For NV TOT KEURING VAN ELECTRO-
TECHNISCHE MATERIALEN
THE NETHERLANDS

[4]

[1] N. G. Aamot.
[2] Bo Aler.
[3] Ragnar Nilson.
[4] R. Van Erpers Royaads.
[Footnotes added by the Department of State.]

AGREEMENT MX-III-CFT

APPENDIX A

DESCRIPTION OF PROGRAMMES

Contents

1 GENERAL
2 OBJECTIVE
3 EXPERIMENTAL FACILITY
4 EXPERIMENTAL PROGRAMME

APPENDIX A

1 GENERAL

The proposed experiments to be carried out at the Marviken Power Station will enhance the fundamental understanding of low quality and subcooled critical flow through large diameter pipes. Furthermore, they will provide an extremely important and timely verification of some reactor design methods.

The experimental facility and programme as described in this Appendix A reflect the outcome of an international technical CFT-meeting held at Marviken in late April 1976 [1].

The instrumentation and data acquisition systems for these experiments, also outlined at the above mentioned meeting, are described in Appendix B. It should be noted that for some of the listed measurements the technique involved has not yet been defined. It will be one of the tasks of the project during the planning and design phase to find a satisfactory technical solution of the instrumentation problems. The tests should rely upon available standard instrumentation.

The experimental programme which is presented assumes that the preparation phase of the project takes place according to the proposed time schedule (Appendix E) and that the ball valve and other heavy equipment due to long delivery times had to be ordered during the planning phase in the beginning of 1976.

Programme modifications must not influence on the total budget. Furthermore the costs due to programme modifications shall be within a part of the reserve fund and subject to approval by the Project Board.

2 OBJECTIVE

The main objective of the CFT is to generate data for mass flow rates through short pipes of large diameters in the subcooled and low quality regions under steady or quasi-steady state conditions. The tests should be considered as demonstration tests on two-phase, steam-water critical flow.

Ideally one would like to know:

$\dot{m} = f\ (p, h, L, D)$

where

$\dot{m}$ = mass flow rate
p = upstream stagnation pressure
h = stagnation enthalpy of fluid
L = nozzle length
D = nozzle diameter

The CFT programme aims at an investigations of at least two variations of each of the parameters within the ranges listed below.

$p \leq 5.5$ MPa
h = corresponding to the low quality or subcooled region with $\Delta T_{SUB} \leq 30^{o}C$
L = 0 - 1500 mm
D = 200 - 500 mm

In addition to the studies of the effect of these parameter variations efforts will also be made to investigate the influence of the amount of air dissolved in the water. Furthermore, tests with initial high quality steam by means of a second choking point should be considered. However, these latter tests should not be started until the initial runs are conducted and analyzed.

The CFT-programme does neither include development of theoretical models nor interpretations of two-phase critical flow models. These tasks are left to each contracting party to be done for its own benefit.

3 EXPERIMENTAL FACILITY

It is proposed to use the reactor pressure vessel of the Marviken Station as a source of pressurized high enthalpy water. The technical specifications of the test facility are given below and test assembly lay-outs are shown in figures 1 and 2.

The discharge nozzle (6), i.e. the test section, as in fig 1, is located at the outlet end of a pipe system mounted to the bottom of the reactor vessel. This system consists of a rounded inlet (2), a connection piece (3), and a tube (4) with a ball type stop-valve (5) as well as measuring devices for pressures and temperatures upstream of the nozzle. Downstream of the nozzle a double type bursting disc (7) is mounted, consisting of two diaphragms with pressurized air in between (air pressure approximately equal to half of the vessel pressure). The blowdown is initiated by a sudden air pressure increase causing first the outer diaphragm then the inner one to burst. The steam-water mixture is discharged into the drywell area below the reactor vessel, see fig 2. The steam and the water phases will be separated in the so called fuel transport shaft. The water is captured in the lower part of the wetwell, while the steam is discharged outside the building by means of a large pipe.

The subcooling of the water in the reactor vessel is controlled by circulation of water within the vessel in combination with a simultaneous heating of the upper part of the water mass. The temperature distribution is checked by means of thermocouples. The heating of the water is done by steam generated in a 5 MW electrical boiler.

Technical specifications

Reactor pressure vessel

Inner diameter	5.22 m
Height	21.5 m
Total volume	435 m^3
Max temperature	272°C
Max pressure	5.7 MPa

Discharge nozzles (test sections)

Diameter	200, 300, and 500 mm
Length/Diameter ratio	0, 1, 2.5 and 3

Stop valve

Type	ball valve, pneumatically operated
Size	800 mm

4 EXPERIMENTAL PROGRAMME

The test matrix proposed in Table 1 should be considered as a reference reflecting the ideas of the Marviken meeting. The test matrix should not be regarded as fixed but may be modified as a result of:

- theoretical studies prior to the experiments,
- experience gained during the experimental phase,
- suggestions from contracting parties

The decision on these matters rests with the Project Board.

The experimental programme consists of approximately 33 tests. The largest effort is concentrated on the experiments where the influence of nozzle diameter, nozzle length, system pressure and inlet subcooling is investigated.

The influence of other parameters for instance water quality and double choking are studied only to a limited extent.

Individual tests may have to be repeated in order to provide adequate information. The experimental period is estimated to last for eighteen (18) months.

4.1 Comments on the test matrix

The experiments are divided into three groups. Prior to the experimental start one or two blowdowns will be run in order to check the instrumentation and the pressure build-up in the containment.

The primary purpose of the tests in Group No 1 is to establish whether there is any significant influence on the discharge of steam-water mixtures from the pressure vessel by changing the nozzle diameter. These tests will be done with two different nozzle diameters and with system pressure, subcooling and nozzle L/D-ratio in combinations indicated in the test matrix. This group also includes repetition of four test runs.

The tests in Group No 2 have not yet been fully decided upon. Before these tests are started, the results from the group No 1 tests should be carefully scrutinized with respect to diameter dependance, reproducibility, etc. Some ten tests are to be included in this group, part of which may serve as complementary tests to those in group No 1, if a significant diameter or other effects will be observed. Other tests within this group may be performed for special reasons. Additional costs will be covered by the reserve fund.

Group No 3 contains some special experiments, which will be carried out to study parameters like very low degree of subcooling, L/D-ratio equal to 0 (i.e. no constant area section), high steam quality by means of double choking, and high gas content in the water. Even within this group complementary test will be run if necessary to aid in the understanding and interpretation of the results from earlier tests.

Reference:

1. Minutes from the CFT-technical meeting at Marviken Sweden 1976-04-20--04-23

TABLE 1 CFT REFERENCE TEST MATRIX

Group No	Test No	P_v [MPa]			ΔT_{subc} [°C]			DA [ml/l]		D [mm]			L/D				Remarks
		5.0	4.0	3.0	30	15	5	norm[1]	high	500	300	200	3	2.5	1	0	
	-			X		X		X			X		X				Instr check
	-		X			X		X			X		X				runs
	101	X				X		X			X		X				
	102	X			X			X			X		X				
	103	X				X		X		X			X				
	104	X			X			X		X			X				
	105	X			X			X		X			X				Repeat No 4
	106	X			X			X			X		X				"- 2
1	107	X			X			X			X				X		
	108	X			X			X		X					X		
	109		X		X			X		X			X				
	110		X		X			X			X		X				
	111		X		X			X		X			X				Repeat No 9
	112	X				X		X		X			X				"- 3
2	201-	Checkpoint: Diam dependance, reproducibility, etc.															
	-210	Tests should be determined later.															
	301	X					X[2]	X		X			X				2)
	302	X				X		X			X				X		
	303	X				X		X		X					X		
	304	X				X		X				X		X			
	305	X			X			X				X		X			
3	306	X			X			X		X						X[3]	3)
	307	X				X		X		X						X[3]	3)
	308					X	Low quality, two choking locations										
	309				X		"-										
	310	X			X				X	X			X				
	311	X					X		X			X		X			

P_v = vessel steam dome pressure
ΔT_{subc} = subcooling
DA = air content in water
D = nozzle diameter
L = nozzle length

1) normal MX-II-CRT conditions
2) or as low as possible
3) rounded inlet only; no constant area section

1. Vanes
2. Smooth inlet
3. Connection Piece
4. Tube
5. Ball Valve
6. Nozzle
7. Bursting Disc
8. Impingement Plate

Fig 1. CFT-test assembly

Fig 2 CFT-test assembly and exhaust system

AGREEMENT MX-III-CFT

APPENDIX B

INSTRUMENTATION

Contents

1 GENERAL

2 COMMENTS

3 DATA ANALYSIS

APPENDIX B

1 GENERAL

The CFT instrumentation is summarized in Table 1 and is schematically represented in Fig 1. This instrumentation layout was agreed upon at a meeting in Marviken on 1976-04-20--04-23 [2].

The determination of the discharge flow rate and the initial thermodynamical conditions in the system are the main objectives of the CFT-experiment. Most of the instrumentation is therefore focused on these tasks.

The proposed data recording system is part of that used in the MX-II-CRT experiments, e.g. a Varian mini computer and two analog tape recorders with PCM-units.

A closer review of the instrumentation should be done during the planning and preparation phases of the project. Programme modifications must not influence the total budget. Furthermore the costs due to programme modifications shall be within a part of the reserve fund and subject to approval by the Project Board.

2 COMMENTS

2.1 Pressure vessel

Mass inventory (1):

The mass flow rate through the nozzle will be indirectly determined from the time derivative of the static head in the reactor vessel. These pressure drop variations will be measured by means of fourteen (10 + 4) DP-transducers. The distance between the pressure taps is 2 m [1]. The legs connecting the transducers to the taps are water cooled to prevent flashing inside the tubings. The transducers should if possible be located inside the pressure vessel. Thermocouples may indicate the temperatures in the cold legs if it is regarded necessary to take

into account the temperature variations in the mass inventory evaluation. Another equipment, consisting of four (4) transducers and one (1) thermocouple, has been developed for the MX-II-CRT experiment and will be used as a back-up for the main CFT mass flow rate measurement system.

Temperature (2)

The temperature distribution in the water inside the vessel which will indicate the height of the subcooled region is obtained by means of nineteen (19) thermocouples, equally spaced with a 1 m interval.

2.2 Steam dome (3)

The system pressure and temperature are measured by means of three (3) independent transducers and one thermocouple.

2.3 Vessel bottom (4)

The same as for steam dome.

2.4 Instrumentation ring (5)

In this position the pressure should be measured with one pressure transducer. The differential pressures should be measured from this point to vessel bottom and nozzle inlet. Also differential pressure by means of ten pitot tubes should be measured here. (Fig 2).

The temperature distribution is also measured by thermocouples in ten positions.

2.5 Dragbody ring (6)

Two dragbodies should be used here in order to measure the mass flow rate.

2.6 Nozzle inlet (7)

Pressure and temperature measurements are carried out in order to check the nozzle inlet conditions. The leg connec-

ting the pressure taps to the transducers are watercooled to prevent flashing. If it is regarded necessary to take into account density variation in tubings the cooling water temperature can be measured.

2.7 Nozzle wall (8)

Differential pressures along the nozzle wall will be measured at positions depending on the nozzle length. The longest nozzle with a length of 1.5 m has eleven measuring positions.

2.8 Vessel - nozzle (9)

Some kind of mass flow measurement equipment may be installed along this tubing. The methods are not yet identified and the CFT-experiments are not depending upon these. However, development work on measurement equipment could call for experimental verifications, in which case this facility may be utilized.

2.9 Nozzle (10)

In this position the density may be measured by γ-densitometer. See comment under 2.8 above.

3 DATA ANALYSIS

The experimental data from the CFT measurements will be tape-recorded by PCM (Pulse Code Modulation) techniques. The sampling frequency of the PCM recorder can vary from 0 - 1 kHz. The data recording system will be part of that used in the MX-II-CRT experiments.

In order to facilitate and speed up the interpretation of the experimental results, data conversion and evaluation codes should be developed and listed prior to the experimental phase. This task must be completed during the preparation period of the project.

REFERENCES

1. Critical flow tests. A preproject study
AB ATOMENERGI, April 1975

2. Minutes from the CFT-technical meeting at
Marviken, Sweden
1976-04-20--04-23

40

TABLE 1

CFT INSTRUMENTATION

Reference number	Position	Parameter	Equipment
1	Pressure vessel	Mass inventory Cold leg temperature	14 Dp-transducers 4 - 9 thermocouples
2	Pressure vessel	Temperature	19 thermocouples
3	Steam dome	Pressure Temperature	3 pressure transducers 1 thermocouple
4	Vessel bottom	Pressure Temperature	3 pressure transducers 1 thermocouple
5	Instrumentation ring	Pressure Diff pressure Pitot tube Temperature	1 pressure transducer 2 Dp-transducers 10 Dp-transducers 10 thermocouples
6	Dragbody ring	Flow	2 dragbody meters
7	Nozzle inlet	Pressure Diff pressure Temperature	3 pressure transducers 1 Dp-transducer 1 thermocouple
8	Nozzle wall	Diff pressure Cold leg temperature	11 Dp-transducers 11 thermocouples
9	Vessel-Nozzle	Mass flow rate	Not yet identified, see 2.8
10	Nozzle	Density	γ-densitometer, see 2.9

Total number of parameters	19
Total number of pressure transducers	10
Total number of Dp-transducers	38
Total number of thermocouples (differential)	42
"- (absolute)	10

Fig 1. CFT-instrumentation
Principle sketch of experimental arrangements

Fig 2 Location of pitot tubes at instrumentation ring I

AGREEMENT MX-III-CFT

APPENDIX C

ORGANIZATION

APPENDIX C

Organization Chart
BOARD
Project manager
Project Executive
Group
Technical Review
and Advisory
Committee
Programme
Group
Experiment-
instrumentation
Group
Design and
Operations Group

PROJECT WORKING GROUPS

Project Executive Group

Exercises the immediate technical and administrative organizing functions.

Design and Operation Groups

Constitutes the technical operational group responsible for making the plant ready for the experiments, and for maintenance work on the plant equipment in connection with the experiments. The group is also responsible for the operation of the station during the experiments.

Experiment-instrumentation Group

Constitutes the technical operational group which is responsible for the design and installation of the experimental measurement equipment and for the performance of the experimental measurements.

Programme Group

Constitutes the group of specialists within the project responsible for the experiment preparation, data reduction and interpretation of the results.

AGREEMENT MX-III-CFT

APPENDIX D

BUDGET

Contents

GENERAL

1 WAGE COSTS

2 COSTS FOR THE STATION

3 COSTS FOR THE MECHANICAL EQUIPMENT

4 COSTS FOR ALTERATIONS IN THE BUILDING

5 COSTS FOR THE EXPERIMENTAL INSTRUMENTATION

6 COSTS FOR WATER AND ELPOWER

7 COSTS FOR COMPUTER TIME

8 COSTS FOR EXPENSES

9 COSTS FOR RUPTURE DISCS

APPENDIX D

GENERAL

The budget for the MX-III-CFT experiment is calculated below. The calculation reflects the cost per fiscal year (July 1 - June 30). The costs are, however, also given per phase in Table 1 below.

	Phase				
Category of costs	A	B	C	D	Total
1 Wages	558	6 527	8 999	1 977	18 061
2 Costs for the station					
2.1 Rent for equipment		1 176	1 513		2 689
2.2 Costs for offices and serv	5	268	360	40	673
3 Mech equipment		1 333	1 714		3 047
4 Alterations in the building		368	472		840
5 Experiment instrumentation		519			519
6 Water and el power		53	954		1 007
7 Computer time		100	350	100	550
8 Expenses		108	122	70	300
9 Rupture discs		200	70		270
Total	563	10 652	14 554	2 187	27 956

Table 1 Costs for the different phases of the project

The total calculated cost amounts to 27.9 Mkr. In addition a Project reserve fund is foreseen amounting to 2.1 Mkr. This reserve should cover

- a project management operational reserve fund,
- additional costs due to alterations in the technical programme during the planning and design phase
- other unforeseen cost increases and
- unforeseen inflationary cost increases.

The total budget therefore amounts to 30 Mkr.

The apportionment and the utilization of the Project reserve fund shall be decided by the Project Board.

1 WAGE COSTS

The wages are calculated according to the standard wages, given in Table 2. The standard wages consist of the directly paid wages plus social costs.

The standard wages should be multiplied by a factor of 1.9 to cover overhead costs. To this per diem costs according to Table 3 should be added.

	Fiscal year			
Wage code	76/77	77/78	78/79	79/80*
03	199	217	239	280
04	140	159	177	204
05	110	119	133	164
06	91	97	107	127
07	79	83	93	118

Table 2 Standard wages in Skkr per annum referred to wage code and fiscal years

76/77	77/78	78/79	79/80
31.0	34.0*	37.0*	40.0*

Table 3 Per diem costs in Skkr per annum

The given figures for standard wages as well as for per diem costs are based on an assumed inflation rate. However, negotiations between the employer and the organizations of the employees might give cause to alterations of the figures.

The wage costs for the project staff are given in Table 4.

* Estimated figures, that may be adjusted later.

		76/77		77/78		78/79		79/80		Total	
	Wage code	Time	Wages	Time	Wages	Time	Wages	Time	Wages	Time	Wages
Project management											
Project manager	03	0.5	99	0.8	174	0.6	143	0.3	84		
Techn coordin	04	0.8	112	0.8	127	0.5	89	-	-		
Accountant	05	0.5	55	0.8	95	0.5	67	0.3	49		
Secretary	06	0.8	73	0.8	78	0.5	54	0.2	25		
Typist	07	0.3	24	0.8	66	1.0	93	0.6	71		
Phone operator	07	0.7	55	0.8	66	0.8	74	-	-		
	Σ	3.6	418	4.8	606	3.9	520	1.4	229	13.7	1773
Programme group											
Group leader	03	1.0	199	1.0	217	1.0	239	0.6	168		
Engineer	05	0.5	55	1.0	119	1.0	133	0.6	98		
Engineer	05	-	-	1.0	119	1.0	133	0.6	98		
Programmer	04	0.5	70	1.0	159	1.0	177	0.6	122		
	Σ	2.0	324	4.0	614	4.0	682	2.4	486	12.4	2106
Instrument group											
Group leader	04	0.7	98	1.0	159	0.8	142	-			
Engineer	04	0.7	98	1.0	159	1.0	177	0.6	122		
Engineer	05	0.5	55	1.0	119	0.8	106	-	-		
Engineer	05			1.0	119	1.0	133				
Technican	07	0.7	55	0.9	75	0.7	65	-	-		
Technican	07	0.7	55	0.8	66	0.7	65	-	-		
Computer operator	05	0.5	55	1.0	119	0.7	93	0.6	98		
	Σ	4.3	471	6.7	816	5.5	781	1.2	220	17.7	2288
Operation group											
Group leader	04	0.8	112	0.8	127	0.8	142	-	-		
Engineer	04	0.6	84	0.8	127	0.8	142	-	-		
Engineer	05	0.6	66	0.8	95	0.8	106	-	-		
Mechanics	06	0.7	64	0.8	78	0.8	86	-	-		
Mechanics	07	0.7	55	0.8	66	0.8	74	-	-		
Mechanics	07	0.7	55	0.8	66	0.8	74	-	-		
Electrician	06	0.7	64	0.8	78	0.8	86	-	-		
Designer	04	0.7	98	-	-	-	-	-	-		
Mechanics	06	0.7	64	0.8	78	0.7	86	-	-		
Draughtsman	06	0.2	18	-	-	-	-	-	-		
	Σ	6.4	680	6.4	715	6.4	796	-	-	19.2	2191
		16.3	1893	21.9	2751	19.8	2779	5.0	935	63.0	8358

Table 4. Standard wages in Skkr according to the list in Table 2. Time in manyear.

As stated earlier, the standard wages should be increased to cover overhead and per diem costs should be added as shown in Table 5.

	Fiscal year				
	76/77	77/78	78/79	79/80	Total
Standard wages	1 893	2 751	2 779	935	8 358
Stand w + overhead	3 597	5 227	5 280	1 777	15 881
Per diem costs	502	745	733	200	2 180
Total	4 099	5 972	6 013	1 977	18 061

Table 5 Total project wage costs in Skkr.

2 COSTS FOR THE STATION

2.1 Rent for existing equipment

These costs are rents for the following equipment, owned by AB Atomenergi and lent to the project:

Data acquisition system
Electrical boiler
Workshop installations and equipment
- Electronic workshop
- Mechanical workshop
- Welding and assembling shop

Store rooms
Control room
Computer room

For the phases B and C the rent costs amount to

2 689 Skkr

2.2 Costs for offices and services according to agreement with the Swedish State Power Board.

These costs include the following:

Rents for offices, washing and changing rooms
Intercon system
Cleaning and transports
Service (overhead cranes etc)
Compressed air
Cooling water
Heating of the station
Low voltage electrical power

For the whole project time this will amount to

673 Skkr

3 COSTS FOR MECHANICAL EQUIPMENT

As the equipment listed below can be used for other experiments the CFT experiments are charged for the rent costs only.

Heavy test facility components and work to be done:

Ball valve ϕ 800
Flanges ϕ 800
Nozzle ϕ 800
Cutting hole in vessel bottom
Welding of nozzle
Nozzles ϕ 200 - 500
Flanges ϕ 500
Pipes ϕ 812.8 x 30
Pipes ϕ 3 500 x 10
Frames, spars and supports

For the phases B and C the rent costs will amount to

3 047 Skkr

4 COSTS FOR ALTERATIONS IN THE BUILDING

As under point 3 above the installations can be used by other experiments.

Design and calculations
Work and material

The project will be debited the rent costs only. These costs will amount to

840 Skkr

5 COSTS FOR THE EXPERIMENTAL INSTRUMENTATION

The costs for material according to Table I in Appendix B, excluding the items not yet identified, will amount to

519 Skkr

6 COSTS FOR WATER AND ELECTRICAL POWER

Assuming that 280 tons of water are used in each run, the costs for demineralized water amount to 80 Skkr.

On the average each run consumes 125 MWh electricity. As a revision of prices for the electrical power is to be foreseen for the fiscal year 1977/78 no firm costs can at present be given for this period. Preliminarily, a cost of 215 Skr/MWh is applied. The total cost for high voltage power will then amount to 927 Skkr.

Total costs for water and high voltage power

1 007 Skkr

7 COSTS FOR COMPUTER TIME

These costs are for computer time hours outside Marviken.

550 Skkr

8 COSTS FOR EXPENSES

These costs include the following items:

Telephone
Travels
Typing and printing
Material in stock
Auditor's services
Representation
Project Board meetings

For the whole project period this will amount to

300 Skkr

9 COSTS FOR RUPTURE DISCS

The total costs for rupture discs amount to

270 Skkr

AGREEMENT MX-III-CFT

APPENDIX E

TIME SCHEDULE

APPENDIX E

TIME SCHEDULE

After the termination of the CRT-II experiments in week 645 the assembling of equipment for the CFT experiments began. The preparation phase amounts to 14 months, terminating during December 1977. The performance of the test programme will require approximately 18 months ending during June 1979. Then a 6 months reporting period follows, terminating at the end of the year 1979.

In total approximately 33 test runs are suggested for the test period. Assuming that maximum 2 runs can be performed during one month a total of about 18 months is required. In the time schedule holidays or vacation periods are included.

Project management
Programme group
Planning
Calculation
Programming
Data conversion
Reporting
Instrument group
Planning
Purchasing
Installation
Data collection
Operation group
Planning
Purchasing
Prefabrication
Assembling
Operation
Purchase of equipment with long delivery time
Phase A
Phase B
Phase C
Phase D
Time
1975
1/4
1/7
1976
1/11
1/4
1/7
1977
1/10
1/4
1/7
1978
1/10
1/4
1/7
1979
1/10
1/1 1980
Overall time schedule
Phase A = Planning and design
Phase B = Experiment preparation
Phase C = Performance of the test programme
Phase D = Final reporting of results

AGREEMENT MX-III-CFT

APPENDIX F

REPORTS

APPENDIX F

REPORTS

The principles of reporting are given below. It is the responsibilities of the Project Board to decide on further details.

Current reporting

The project shall, during the preoperational and experimental phase, undertake a current documentation of the technical and economic development of the project.

Technical reporting

The purpose of the current technical reporting during the first two phases of the project is to

- Convey information to the Project Board and to the TRACE
- Keep the project personnel informed, and
- Prepare for the final reporting to be carried out during the fourth phase.

These reports shall give the progress and status of the project programme during the different phases.

These reports will be produced as appropriate according to the proceeding of the work.

Quarterly technical reports shall be prepared (two pages) and submitted two weeks after the end of each calender quarter. These reports shall contain information on completed work as compared with planned work during the period in question and give views on further development.

During the experimental phase interim Test Result Reports shall be prepared, presenting data in the form of data lists and diagram plots. These reports shall also contain a chronological presentation of the main test events.

Since it is not possible to present all the data recorded, the project will have to make a selection in their presentation in the Test Result Reports of test data considering available funds and the time schedule of the project.

The project shall without request distribute to each Project Board member and TRACE-member a copy of each Test Result Report. In addition, a cumulative list giving the titles of the project reports shall be distributed quarterly. The reports not distributed automatically may be requested.

Administrative reporting

The project shall supply information to the Project Board and the TRACE on administrative matters in special reports.

The administrative reports shall give information on actual costs and estimates of future cost compared to the approved budget, the project staff situation and the status of the project as related to the time-schedule.

These reports shall without request be distributed quarterly to each Project Board member and TRACE-member as soon as posisble after the end of each quarter.

The economical status of the project shall, however, be reported monthly.

Final reporting

The final reports shall deal with technical matters only and shall, on the basis of previously prepared reports, be completed during the editorial phase and be subject to approval by the Project Board.

The final project documentaion shall contain a description of the test facility, the instrumentation and data acquisition systems, the results of the calibrations, a description of the data reduction procedure, evaluated accuracy of the

data channels, test data and qualitative interpretations of the results.

Each contracting party shall, free of charge, receive one set of the final reports.

The basic material generated and collected within the frame of the project will be available to the parties. This material consisting of magnetic data tapes etc shall upon request be duplicated and delivered to the parties. The costs shall be borne by the ordering party.

The contracting parties are free to reproduce, at their own cost, copies of the final reporting material for their distribution in their own countries.

BAHAMAS

Extradition: Continued Application to the Bahamas of the United States-United Kingdom Treaty of December 22, 1931

Agreement effected by exchange of notes
Signed at Nassau and Washington March 7, June 19 and August 17, 1978;
Entered into force August 17, 1978.

The Bahamian Minister of External Affairs to the Secretary of State

Our Ref. EXT/133/33

Ministry of External Affairs
P. O. Box N-3746
NASSAU, Bahamas

7th March, 1978

Excellency,

I have the honour to refer to the Notification made on 10th July 1973, to the Secretary-General of the United Nations, in which it was stated that the Government of the Commonwealth of The Bahamas, conscious of the desirability of maintaining existing legal relationships, and conscious of its obligations under international law to honour its treaty commitments, acknowledged that many treaty rights and obligations of the Government of the United Kingdom in respect of the former Colony of the Bahamas were succeeded to by the Commonwealth of The Bahamas upon independence by virtue of customary international law; but that since it is likely that in virtue of customary international law, certain treaties may have lapsed at the date of independence of the Commonwealth of The Bahamas it seemed essential that each treaty should be subjected to legal examination. The Government of the Commonwealth of The Bahamas further proposed that after this examination would have been completed, it would indicate which, if any, of the treaties which might have lapsed by virtue of customary international law, the Government of the Commonwealth of The Bahamas might wish to treat as having lapsed.

Accordingly, the Government of the Commonwealth of The Bahamas has examined the Extradition Treaty entered into between the United Kingdom of Great Britain and Northern Ireland and the United States of America on the 22nd day of December 1931.[1]

I have the further honour to inform you that it is the desire of the Government of the Commonwealth of The Bahamas that the aforesaid treaty should be regarded as in force between our respective countries, and continuing to regulate Extradition arrangements between them pending any new treaty which might be concluded. The Government of the Commonwealth of The Bahamas records its understanding that the provisions of the treaty respecting non-extradition of nationals of the respective parties should be construed as a reference to citizens of the Commonwealth of The Bahamas, and citizens of the United States of America, and

[1] TS 849: 47 Stat. 2122.

also that the functions formerly performed by the Governor of the Bahamas are now performable by the Governor-General of the Commonwealth of The Bahamas.

If the foregoing proposals are acceptable to the Government of the United States of America, I have the honour to propose that your Government's reply in that sense and this Letter should be considered by our respective Governments as constituting an agreement to that effect.

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

Paul L. Adderley
MINISTER OF EXTERNAL AFFAIRS
COMMONWEALTH OF THE BAHAMAS

His Excellency
Secretary of State
Department of State
Washington, D.C.
U.S.A.

The Secretary of State to the Bahamian Minister of External Affairs

JUNE 19, 1978

EXCELLENCY:

I have the honor to refer to your note of March 7, 1978, in which it is stated that the Government of The Commonwealth of The Bahamas desires that the extradition treaty of December 22, 1931, between the United States of America and the United Kingdom be regarded as in force between the United States and The Bahamas, and as continuing to regulate extradition arrangements between them pending any new treaty which might be concluded. It is noted that the Government of The Bahamas records its understanding that the functions performed by the Governor of The Bahamas are now performable by the Governor-General.

I have the honor to inform you that the Government of the United States of America considers that the above-mentioned Treaty continues in force between the United States of America and The Bahamas from July 10, 1973, the date on which The Bahamas became independent.

It is the understanding of the Department of State that the said Treaty does not make any reference to the non-extradition of nationals of the respective parties. Therefore, it is the view of the Department of State that nationals of either party are extraditable in accord with the terms of the Treaty.

If the foregoing understanding is acceptable to your government, I have the honor to propose that your note of March 7, 1978, this note, and your reply concurring therein shall constitute an agreement to that effect.

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

For the Secretary of State:

HERBERT J. HANSELL

The Honorable
PAUL L. ADDERLEY,
Minister of External Affairs
of The Commonwealth of The Bahamas,
Nassau.

The Bahamian Minister of External Affairs to the Secretary of State

Our Ref. EXT/133/33

Ministry of External Affairs
P. O. Box N-3746
NASSAU, Bahamas

17th August, 1978

Excellency,

I have the honour to acknowledge receipt of Your Excellency's Note dated June 19, 1978 which reads as follows:

"I have the honour to refer to your note of March 7, 1978, in which it is stated that the Government of The Commonwealth of The Bahamas desires that the extradition treaty of December 22, 1931, between the United States of America and the United Kingdom be regarded as in force between the United States and The Bahamas, and as continuing to regulate extradition arrangements between them pending any new treaty which might be concluded. It is noted that the Government of The Bahamas records its understanding that the functions performed by the Governor of The Bahamas are now performable by the Governor-General.

I have the honour to inform you that the Government of the United States of America considers that the above-mentioned Treaty continues in force between the United States of America and The Bahamas from July 10, 1973, the date on which The Bahamas became independent.

It is the understanding of the Department of State that the said Treaty does not make any reference to the non-extradition of nationals of the respective parties. Therefore, it is the view of the Department of State that nationals of either party are extraditable in accord with the terms of the Treaty.

If the foregoing understanding is acceptable to your Government, I have the honour to propose that your note of March 7, 1978, this note, an your reply concurring therein shall constitute an agreement to that effect."

In reply, I have the honour to inform you that the foregoing understanding is acceptable to the Government of The Commonwealth of The Bahamas who therefore agree that my Note of March 7, 1978, your Note of June 19, 1978 and this reply concurring therein shall constitute an agreement to that effect.

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

P. L. Adderley
MINISTER OF EXTERNAL AFFAIRS

His Excellency
The Secretary of State
Department of State
Washington, D.C.
U. S. A.

PLA/rd

REPUBLIC OF KOREA

Agricultural Commodities

Agreement amending the agreement of July 21, 1977.
Effected by exchange of notes
Signed at Seoul July 18, 1978;
Entered into force July 18, 1978.

The American Chargé d'Affaires ad interim to the Korean Deputy Prime Minister and Minister, Economic Planning Board

EMBASSY OF THE
UNITED STATES OF AMERICA

JULY 18, 1978

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on July 21, 1977,[1] and to propose that Part II, Particular Provisions, be amended as follows:

A. Item I, Commodity Table:

(1) Under the column headed "Maximum Export Market Value" delete "Millions".

(2) Under the column titled "Supply Period (U.S. Calendar Year)" and on the line titled "Wheat/Wheat Flour (Wheat Basis)" delete "1977" and substitute "1977/1978".

(3) Under appropriate column headings, make the following changes:

(a) On line titled "Wheat/Wheat Flour (Wheat Basis)" change "410,000" to "610,000", and "$43.8" to "$71,080,000".

(b) Between lines titled "Wheat/Wheat Flour (Wheat Basis)" and "Total", and under appropriate column headings, insert "Feedgrains (Corn) – 1978 – 275,000 – $32,220,000".

(c) On line titled "Total" and under column titled "Maximum Export Market Value" delete "$43.8" and substitute "$103,300,000".

B. Item II, Payment Terms: Convertible Local Currency Credit (CLCC):

(1) Under paragraph A, Initial Payment, delete the period after

---

[1] TIAS 8821; 29 UST 345.

the word "Percent" and substitute comma followed by the phrase, "but not to exceed five (5) percent of $97 million".

(2) Under paragraph B, delete "Currency Use Payment – Thirty-Five (35) Percent for 104(A) Purposes", and substitute "Currency Use Payment – For Section 104(A) Purposes as follows: 1. Thirty-five (35) percent of the first $97 million in disbursements for commodities. 2. Twenty (20) percent of the balance of the remaining dollar amount disbursed for commodities."

C. Item III, Usual Marketing Table:

(1) Under the appropriate column headings and directly below the line titled "Wheat/Wheat Flour (Wheat Basis)" add a line reading, "Wheat/Wheat Flour (Wheat Basis) – 1978 – 1,464,000."

(2) On the next line and under the appropriate column headings, add "Feedgrains – 1978 – 652,000."

D. Item IV, Export Limitations:

(1) In subparagraph A, change so much as reads "Calendar Year 1977" to read "Calendar Years 1977 and 1978."

(2) In subparagraph B, at the end of the sentence, delete the period and add "And for Feedgrains – Corn, Cornmeal, Barley, Sorghum, Rye and Oats, including mixed feeds containing predominantly such grains".

All other terms and conditions of the July 21, 1977, Agreement remain the same.

If the foregoing is acceptable to your Government, I have the honor to propose that this Note and your reply thereto constitute an Agreement between our two Governments, effective on the date of your Note in reply.

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

THOMAS STERN

Thomas Stern
Chargé d'Affaires ad interim

His Excellency
NAM DUCK WOO
Deputy Prime Minister and
Minister, Economic Planning Board
of the Republic of Korea

The Korean Deputy Prime Minister and Minister, Economic Planning Board, to the American Chargé d'Affaires ad interim

ECONOMIC PLANNING BOARD

REPUBLIC OF KOREA

SEOUL, KOREA

July 18, 1978

Dear Mr. Stern:

I have the honor to refer to your proposal of today's date, which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on July 21, 1977, and to propose that Part II, Particular Provisions, be amended as follows:

"A. Item I, Commodity Table:

"(1) Under the column headed "Maximum Export Market Value" delete "Millions".

"(2) Under the column titled "Supply Period (U.S. Calendar Year)" and on the line titled "Wheat/Wheat Flour (Wheat Basis)" delete "1977" and substitute "1977/1978".

"(3) Under appropriate column headings, make the following changes:

"(a) On line titled "Wheat/Wheat Flour (Wheat Basis)" change "410,000" to "610,000", and "$43.8" to "$71,080,000".

"(b) Between lines titled "Wheat/Wheat Flour (Wheat Basis)" and "Total", and under appropriate column headings, insert "Feedgrains (Corn) - 1978 - 275,000 - $32,220,000".

Mr. Thomas Stern
Chargé d'Affaires ad interim
Embassy of the United States
of America
Seoul, Korea

"(2) In subparagraph B, at the end of the sentence, delete the period and add "And for Feedgrains - Corn, Cornmeal, Barley, Sorghum, Rye and Oats, including mixed feeds containing predominantly such grains".

"All other terms and conditions of the July 21, 1977, Agreement remain the same.

"If the foregoing is acceptable to your Government, I have the honor to propose that this Note and your reply thereto constitute an Agreement between our two Governments, effective on the date of your Note in reply."

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

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

Nam Duck Woo
Deputy Prime Minister and Minister
Economic Planning Board
of the Republic of Korea

(c) On line titled "Total" and under column titled "Maximum Export Market Value" delete $43.8" and substitute $103,300,000."

B. Item II, Payment Terms: Convertible Local Currency Credit (CLCC):

(1) Under paragraph A, Initial Payment, delete the period after the word "Percent" and substitute comma followed by the phrase, "but not to exceed five (5) percent of $97 million."

(2) Under paragraph B, delete "Currency Use Payment - Thirty-Five (35) Percent for 104(A) Purposes", and substitute "Currency Use Payment - For Section 104(A) Purposes as follows: 1. Thirty-five (35) percent of the first $97 million in disbursements for commodities. 2. Twenty (20) percent of the balance of the remaining dollar amount disbursed for commodities."

C. Item III, Usual Marketing Table:

(1) Under the appropriate column headings and directly below the line titled "Wheat/Wheat Flour (Wheat Basis)" add a line reading, "Wheat/Wheat Flour (Wheat Basis) - 1978 - 1,464,000."

(2) On the next line and under the appropriate column headings, add "Feedgrains - 1978 - 652,000."

D. Item IV, Export Limitations:

(1) In subparagraph A, change so much as reads "Calendar Year 1977" to read "Calendar Years 1977 and 1978."

PHILIPPINES

Agricultural Commodities

Agreement signed at Manila August 24, 1978;
Entered into force August 24, 1978.

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

The Government of the United States of America and the Government of the Republic of the Philippines.

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

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

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

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

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

Have agreed as follows:

Part I - GENERAL PROVISIONS

ARTICLE I

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

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

1. the issuance by the Government of the exporting country of purchase authorizations and their acceptance by the Government of the importing country; and

2. the availability of the specified commodities at the time of exportation.

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

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

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

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

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

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

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

ARTICLE II

A. Initial Payment

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

B. Currency Use Payment

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

C. Type of Financing

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

D. Credit Provisions

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

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

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

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

last delivery and thereafter payment of interest shall be made annually and not later than the due date of each installment payment of principal.

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

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

E. Deposit of Payments

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

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

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

F. Sales Proceeds

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

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

G. Computations

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

H. Payments

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

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

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

ARTICLE III

A. World Trade

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

1. ensure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country will equal at least the quantities of agricultural commodities as may be specified in the usual marketing table set forth in Part II during each import period specified in the table and during each subsequent comparable period in which commodities financed under this agreement are being delivered. The imports of commodities to satisfy these usual marketing requirements for each

import period shall be in addition to purchases financed under this agreement;

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

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

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

B. Private Trade

In carrying out the provisions of this agreement, the two governments shall seek to assure conditions of commerce permitting private traders to function effectively.

C. Self-Help

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

D. Reporting

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

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

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

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

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

E. Procedures for Reconciliation and Adjustment of Accounts

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

F. Definitions

For the purposes of this agreement:

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

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

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

G. Applicable Exchange Rate

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

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

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

H. Consultation

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

I. Identification and Publicity

The Government of the importing country shall undertake such measures as may be mutually agreed prior to delivery for the identification of food commodities at points of distribution in the importing country, and for publicity in the same manner as provided for in sub-section 103 (1) of the Act.

PART II - PARTICULAR PROVISIONS:

Item I. Commodity Table:

Commodity	Supply Period (United States Calendar Year)	Approximate Maximum Quantity (Metric Tons and Bales)	Maximum Export Market Value (Millions)
Wheat/Wheat Flour (Wheat Basis)	1978	64,500	Dols. 8.8
Cotton	1978	14,000	4.5
		TOTAL	Dols.13.3

Item II. Payment Terms: Dollar Credit (DC)

A. Initial Payment - Ten (10) percent.

B. Currency Use Payment - Fifteen (15) percent for 104(A) purposes.

C. Number of Installment Payments - Nineteen (19).

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

E. Due Date of First Installment Payment - Two (2) years after date of last delivery of commodities in each calendar year.

F. Interest Rate Throughout Period of Agreement - Three (3) percent.

Item III. Usual Marketing Table:

Commodity	Import Period (United States Calendar Year)	Usual Marketing Requirement
Wheat/Wheat Flour (Wheat Basis)	1978	606,000 metric
Cotton	1978	125,000 bales, of which at least 114,000 bales must be imported from the United States of America

Item IV. Export Limitations:

A. Export Limitation Period:

The export limitation period shall be the United States Calendar Year 1978 or any subsequent U.S. Calendar Year in which the commodities financed under this agreement are being imported or utilized.

B. Commodities to which export limitations apply:

For the purposes of Part I, Article IIIA(4), of this agreement, the commodities which may not be exported are: for wheat/wheat flour - wheat/wheat flour, rolled wheat, semolina, farina and bulgur (or same products under a different name) and for cotton - cotton and cotton textiles (including yarn and waste).

C. Permissible Exports:

Commodity	Quantity and Conditions	Period
Cotton textiles	Two (2) million square yards of cotton textiles not including consignment textiles. If this export quantity is exceeded, an additional quantity of cotton at least equal to the raw cotton equivalent in weight of such cotton textile exports will, in addition to the U.S. portion of the UMR provided in Item III, be imported from the United States into the Republic of the Philippines and paid for with the resources of the importing country, but such offset purchase requirement need not exceed the level of total Title I PL 480 imports during the supply period.	During U.S. Calendar Year 1978 and any subsequent comparable supply period during which cotton purchased under this agreement is being imported or utilized.

Item V. Self-Help Measures:

The Government of the Republic of the Philippines will continue to place specific emphasis on actions contributing directly to the development progress in poor rural areas and on enabling the poor to participate actively in increasing agricultural production through small farm agriculture. The GOP intends to support the following development programs:

A. Continue efforts to achieve progress in agricultural production through:

1. An integrated agricultural production and marketing program including research training, and improvement of extension programs to contain the following:

   a. Further assistance to a number of small farmer activities designed to make a direct impact on the lives of the rural farm community.

   b. Improvement of transportation, storage and food handling facilities throughout the country.

2. Improvement and expansion of small scale irrigation projects.

3. Establishment of rural service centers, including equipment pools.

4. Production and distribution of improved seeds.

5. Analysis of agricultural policies from the standpoint of their effect on production incentives and rural income.

B. Identify needs for increased or improved storage facilities for food grains and develop plans to meet such needs, giving separate consideration to port areas, other terminal locations and market towns.

C. Improve the marketing system for farm products and production inputs to insure market outlets, reduce costs, reduce product waste and insure that inputs are available on a timely basis. Marketing activities will include efforts to establish sound farmer cooperatives through provision of credit and thorough training.

D. Activities of the national family planning outreach project.

E. Provide financial support to local governments in their efforts to undertake development projects beneficial to their people.

F. The National Nutrition Outreach Project which is designed to enable the Government of the Philippines to develop the capacity to make a viable linkage between nutrition and food production and marketing through rural municipality concerned and implemented projects.

G. Provide funding for low cost potable water supply and delivery systems. The focus of these activities is on better health and greater productivity of the rural poor through the development of safe and non contaminated water.

H. Countrywide projects designed to reforest denuded land and improving cropping systems for swidden areas.

I. Improving the general socio-economic well-being of Filipino artisan fisherman-farmers through the artisan fisheries-agriculture project whose purpose is to establish viable, self-sustaining community systems for improving levels of living.

J. The integrated health delivery systems of the Panay Island Unified Services for Health (PUSH) Project including nutrition and population programs.

K. The construction of rural elementary schools which will be used for outreach programs in agriculture, population and nutrition as well as trade education activities.

L. The establishment of an emergency fund to support ongoing humanitarian assistance feeding programs, disaster relief operations, inland transportation needs plus other small development projects.

Item VI. Economic Development Purposes for which Proceeds Accruing to the Importing Country are to be used:

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

1. The following Self-Help Measures set forth in Item V of the agreement:

   a. Fund for Local Development to include:

      (1) Rural Roads

      (2) Local Water Systems

      (3) Small Scale Irrigation including Water Impoundment Projects

      (4) Rural Schools

      (5) Small Scale Fish Production including Small Holders Fishpond Estates

   b. Population

   c. Small Scale Basic Human Needs (BHN) Project

   d. Reforestation/Dendro-Energy

   e. Improvement of Facilities to Reduce Post Harvest Losses

2. The following other Projects/Programs:

   a. GOP Development Projects involving Private Voluntary Organizations (PVOs)/Operational Program Grants (OPGs).

   b. GOP Development Projects involving Peace Corps Volunteers (PCVs).

B. It is agreed that the resources made available through this agreement will be devoted to programs designed to make it possible for the greatest number of Filipinos, commensurate with available resources, to achieve a minimally acceptable standard of living on a sustainable basis. This agreement will complement and support ongoing Philippine Government efforts towards creating productive opportunity and making available services essential to enable the poor to meet their basic needs. Resources will center on programs aimed at improving the economic and social welfare of small low-income farmers and other rural groups through: (1) direct support for increasing small-farm income, production and employment; (2) improvements in the quality and access of social and community services; and (3) increased local level participation in the development process. The projects identified under VIA above will directly benefit the needy in the following ways:

1. To stimulate development in relatively isolated and lower income rural areas of the Philippines through construction of roads and bridges and also to develop the capability of selected local governments to plan and implement infrastructure projects on a sustained basis.

2. In water projects designed to assist the institutional and physical development of national and local water utilities districts in order to provide potable water to low income communities.

3. By funding irrigation projects for small farmers; increasing and strengthening the organization of Irrigators Service Association (ISA) and assist small farmers to own, operate, maintain, and effectively use small scale pump or gravity irrigation systems.

4. Through providing relevant basic education for integrated learning experience (including those in agriculture, health, nutrition, and population) to primary school children, out of school youth and adults.

5. By increasing the number of small farmers and other rural inhabitants using adapted low-cost income-producing technologies, increase the number of trained public and private technicians serving the agricultural sector of the rural poor in self-government.

6. Generated pesos will be utilized in country wide programs designed to improve the port handling, storage and transportation facilities to insure domestic and imported products are properly safeguarded and protected. Small farmers, especially, can benefit in that local market facilities will be improved for assisting the expeditious transfer of domestically produced food products such as rice, corn, etc. from farm to market.

7. Provides resources to respond to the great need to extend basic health and health-related services to the rural poor in far-flung barangays.

8. Provides peso assistance to fisheries subsectors. Regarding freshwater fish, the cultivation of fish in rice paddies or in small ponds on rice farms can add a significant supplement to small farmers income while helping to meet nutrition goals. This also involves development of fishponds operators. In the case of artisan marine fisherman whose principal income is derived from fishing supplemented by farming, the resources of this agreement will in part be used in activities to improve their subsistence and income.

9. By establishing viable, vertically integrated agricultural cooperative systems encompassing marketing, finance, and production which will increase small farmer income, to include cooperative level of post harvest facilities.

10. At specified project impact areas, increase small farmer productivity and income and improve efficiency of the marketing system for his product.

11. Generated currencies will be used to help finance local costs of the Population Outreach Program, particularly local salaries, travel and other costs relating to establishment and support of Barangay Supply Points. Proceeds will also be used in other programs designed to reduce the Philippine population growth rate.

12. Experience has shown that many essential needs of the poor can be met with small amounts of local currencies if funds are available for immediate reaction. Small communities in remote areas often have essential basic human needs that escape notice because they are too small or too distant to be serviced by planners. To meet these challenging needs currencies from this agreement will be used to establish a fund for small BHN projects. This fund will be administered by a joint NEDA/USAID committee who will oversee the fund.

13. Local currencies will be utilized to finance peso cost involved in employing swidden-farmers (Kaingineros) and other landless rural poor families to reestablish forest tracts, the products of which will be used by the nonconventional energy project to support experimentation and production of dendro-energy.

14. By the establishment of a special fund to provide peso support for projects of voluntary agencies, which are designed to answer the basic needs of the Philippine poor, project proposals will be required for each activity for which a grant is requested. A NEDA/USAID committee will monitor this fund.

15. For programs involving Peace Corps Volunteers, a special fund will be established to meet some of the BHN of the rural poor. Each of the project proposals submitted for funding must indicate involvement and participation of the Peace Corps. This fund will also be monitored by a joint NEDA/USAID committee.

C. The gross proceeds generated from the sale of all the commodities in this agreement shall be deposited in a special account for financing projects/programs outlined in paras A1 and A2 above. The allocation of proceeds from the special account for financing these basic social and economic development activities will be made by a team consisting of representatives of the National Economic and Development Authority (NEDA) and the U.S. Embassy Staff, Manila.

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

PART III - FINAL PROVISIONS

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

This agreement shall enter into force upon signature.

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

DONE AT Manila, Philippines, in duplicate, this 24th day of August, 1978.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

RICHARD W. MURPHY
Ambassador

FOR THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES:

CARLOS P. ROMULO
Minister of Foreign Affairs

JAMAICA

Agricultural Commodities

Agreement signed at Kingston August 2, 1978;
Entered into force August 2, 1978.
And amending agreements
Effected by exchange of notes
Signed at Kingston September 5, 1978;
Entered into force September 5, 1978.
And exchange of notes
Signed at Kingston October 13 and 25, 1978;
Entered into force October 25, 1978.

AGREEMENT BETWEEN THE GOVERNMENT OF
THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF JAMAICA
FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of Jamaica agree to the sale of agricultural commodities specified below. This agreement shall consist of the Preamble and Parts I and III of the agreement signed August 8, 1977,[1] together with the following Part II.

PART II - PARTICULAR PROVISIONS:

Item I. Commodity Table

Commodity	Supply Period (United States Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Corn	1978, plus October 1 through November 30, 1978	72,000	US $ 8.0
Soybean/ Cottonseed Oil	1978, plus October 1 through November 30, 1978	450	0.4
		TOTAL	US $ 8.4

Item II. Payment Terms: Convertible Local Currency Credit:

A. Initial Payment - None.
B. Currency Use Payment - None.
C. Number of Installment Payments - Ten (10).
D. Amount of each Installment Payment - Approximately equal annual amounts.
E. Due Date of First Installment Payment - Three (3) years after the date of the last delivery of commodities in each calendar year.
F. Interest Rate - Three (3) percent.

Item III. Usual Marketing Table

Commodity	Import Period (United States Fiscal Year)	Usual Marketing Requirement (Metric Tons)
Feed Grains	1978	50,000
Edible Vegetable Oil and/or Oil Bearing Seeds (Oil Equivalent Basis)	1978	6,000 of which 4,800 shall be imported from the United States

[1] TIAS 8824; 29 UST 373.

Item IV. Export Limitations

A. Export Limitation Period:

The export limitation period shall be United States Fiscal Year 1978, or any subsequent United States Fiscal Year during which commodities financed under this agreement are being imported or utilized.

B. Commodities to which Export Limitations Apply:

For the purposes of Part I, Article III A (4) of this agreement, the commodities which may not be exported are: for corn -- corn, cornmeal, barley, grain sorghum, rye, oats, and any other feed grains including mixed foods containing predominantly such grains; and for soybean/cottonseed oil -- all edible vegetable oils including peanut oil, soybean oil, cottonseed oil, rapeseed oil, sunflower oil, sesame oil, and any other edible vegetable oil or oil-bearing seeds from which these oils are produced.

Item V. Self-Help Measures

A. In implementing these self-help measures specific emphasis will be placed on contributing directly to development progress in poor rural areas and on enabling the poor to participate actively in increasing agricultural production through small farm agriculture.

The Government of Jamaica agrees to:

(1) Bolster the capability of the Ministry of Agriculture to plan and design national and regional projects which address the identifiable constraints on the rural poor including, inter alia, projects directed at improving agricultural research, extension and education.

(2) Continue to support soil conservation and the development of farming systems to maximize the economic productivity of small farmers.

(3) Provide adequate personnel and financial support for the continued development of the fresh water fisheries program.

(4) Carry on with its programs of low-cost housing, tenement upgrading, squatter settlement improvement, sites and services, and rural home improvements.

(5) Provide adequate personnel and financial support for agricultural vocational schools and rural continuing education centers.

(6) Provide financial support for rural primary schools to continue development of the curriculum with an agricultural bias and train teachers through in-service training to implement the revised curriculum.

(7) Continue the efforts of the Ministry of Agriculture directed at helping to make Jamaica more self-sufficient in food crops by intensifying local cultivation of food, for example as outlined in the Emergency Production Plan.

(8) Accelerate the planned comprehensive evaluation of the National Family Planning Program and intensify efforts to implement population programs.

(9) Provide adequate personnel and financial support for the Planning and Evaluation Unit and Statistics Division in the Ministry of Health and Environmental Control.

(10) Provide adequate personnel and financial support for the Division of Nutrition and Dietetics of the Ministry of Health and Environmental Control.

(11) Undertake the projected evaluation of the nutritional impact and management efficiency of the maternal and child health supplementary feeding program.

(12) Implement the findings of the ongoing school feeding program evaluation being carried out by Nutrition Products Limited and other local facilities.

(13) Maintain the programs of disseminating information on and the improvement of the storage, handling, and distribution of food commodities throughout Jamaica.

Item VI. Economic Development Purposes for which Proceeds Accruing to the Importing Country are to be Used

A. The proceeds accruing to Jamaica from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in Item V and agricultural, nutrition, health, population, education, housing, and school and maternal and child health feeding activities.

B. In the use of proceeds for these purposes, emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

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

DONE at Kingston, Jamaica, in duplicate, this 2nd day of August 1978.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Frederick Irving
Ambassador

FOR THE GOVERNMENT OF JAMAICA

Eric O. Bell
Minister of Finance and Planning

[AMENDING AGREEMENTS]

The American Ambassador to the Jamaican Minister of Foreign Affairs

EMBASSY OF THE UNITED STATES OF AMERICA
KINGSTON, JAMAICA

SEPTEMBER 5, 1978

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our Governments on August 2, 1978, and to propose that the Agreement be amended as follows:

In Part II, Particular Provisions, make the following changes:

A. In Item I, Commodity Table, under appropriate column headings, insert a new line item, quote Blended/Fortified Foods – 1978, plus October 1 through November 30, 1978 – 5,100 – 1.6 unquote. On line entitled quote TOTAL unquote, and under column headed quote Maximum Export Market Value (Millions) unquote, delete quote US $8.4 unquote, and insert quote US $10.0 unquote.

B. In Item III, Usual Marketing Table, under appropriate column headings add a new line, quote Blended/Fortified Foods – 1978 – None unquote.

C. In Item IV, Export Limitations, paragraph B, Commodities to which Export Limitations Apply, delete the word quote and unquote following the phrase quote containing predominantly such grains; unquote, change the period at end that paragraph to semicolon, and add quote and for blended/fortified foods – blended/fortified foods. Unquote.

D. Following Item VI add a new Item VII as follows: Quote Item VII – Other Provisions.

A. The government of the exporting country agrees to waive repayment of up to that part of the product value which is attributed to the costs of processing, enrichment, or fortification of the blended or fortified foods to be financed under this Agreement. The cost to the Government of the importing country for such commodities shall be the value of the quantity of the basic whole grain on which such commodities are based, determined by the Government of the exporting country as of the date of sale of blended or fortified foods.

B. The Government of the importing country assures the Government of the exporting country that benefits accruing by virtue of this waiver will be passed on to the individual recipients of such foods by means of free distribution through schools and maternal/child health centers.

C. Not later than one year after the close of the supply period for blended/fortified foods provided under this Agreement, the Government of the importing country will furnish the Government of the

exporting country a report describing the purposes for which such commodities were used, the locations in which they were used, and the average daily number of recipients benefitting from the distribution of those commodities. Unquote.

All other terms and conditions of the August 2, 1978 Agreement remain the same.

If the foregoing is acceptable to your Government, we propose that this Note and your reply thereto constitute an Agreement between our two Governments, effective as of the date of your Note in reply.

Accept, Excellency, the assurances of my highest consideration.

FREDERICK IRVING

His Excellency
P. J. PATTERSON
Minister of Foreign Affairs
Kingston

The Jamaican Permanent Secretary, Ministry of Foreign Affairs, to the American Ambassador

KINGSTON, JAMAICA

5th September, 1978.

Excellency,

I have the honour to refer to your Note of 5th September, 1978, regarding a proposal that the Agricultural Commodities Agreement signed by representatives of our Governments on 2nd August, 1978 be amended as follows:

"In Part II, Particular Provisions, make the following changes:

A. In Item I, Commodity Table, under appropriate column headings, insert a new line item, quote Blended/Fortified Foods - 1978, plus October 1 through November 30, 1978 - 5,100 - 1.6 unquote. On line entitled quote TOTAL unquote, and under column headed quote Maximum Export Market Value (Millions) unquote, delete quote US $8.4 unquote, and insert quote US $10.0 unquote.

B. In Item III, Usual Marketing Table, under appropriate column headings add a new line, quote Blended/Fortified Foods - 1978 - None unquote.

C. In Item IV, Export Limitations, paragraph B, Commodities to which Export Limitations Apply, delete the word quote and unquote following the phrase quote containing predominantly such grains: unquote, change the period at end of that paragraph to semicolon and add quote and for blended/fortified foods - blended/fortified foods. Unquote.

D. Following Item VI add a new Item VII as follows Quote Item VII - Other Provisions.

A. The government of the exporting country agrees to waive repayment of up to that part of the product value which is attributed to the costs of processing, enrichment, or fortification of the blended or fortified foods to be financed under this Agreement. The cost to the Government of the importing country for such commodities shall be the value of the quantity of the basic whole grain on which such commodities are based, determined by the Government of the exporting country as of the date of sale of blended or fortified foods.

B. The Government of the importing country assures the Government of the exporting country that benefits accruing by virtue of this waiver will be passed on to the individual recipients of such foods by means of free distribution through schools and maternal/child health centers.

His Excellency Frederick Irving,
Ambassador of the United States of
America to Jamaica

health centers.

C. Not later than one year after the close of the supply period for blended/fortified foods provided under this Agreement, the Government of the importing country will furnish the Government of the exporting country a report describing the purposes for which such commodities were used, the locations in which they were used, and the average daily number of recipients benefitting from the distribution of those commodities. Unquote ".

All other terms and conditions of the 2nd August, 1978 Agreement remain unchanged.

The proposed amendment as outlined above is acceptable to the Government of Jamaica and it is agreed that your Note abovementioned and this reply thereto constitute an Agreement between our Governments effective as of 5th September, 1978, the date on which both Notes are signed by the duly authorized representatives of both our Governments.

Accept, Excellency, the assurances of my highest consideration.

(D. C. BRICE)
Permanent Secretary,
Ministry of Foreign Affairs

.....
Minister of Finance & Planning

.....

The American Ambassador to the Jamaican Minister of Foreign Affairs

EMBASSY OF THE UNITED STATES OF AMERICA
KINGSTON, JAMAICA

OCTOBER 13, 1978

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on August 2, 1978, as amended on September 5, 1978, and to propose that the Agreement be further amended as follows:

In Part II, Particular Provisions, Item I, Commodity Table, under the column headed quote Supply Period (United States Fiscal Year) unquote:

A. On the line entitled quote Corn unquote, change the entry to read quote 1978, plus October 1, 1978 through January 31, 1979 unquote.

B. On the line entitled quote Blended/Fortified Foods unquote, change the entry to read quote 1978, plus October 1, 1978 through March 31, 1979 unquote.

All other terms and conditions of the August 2, 1978 Agreement remain unchanged.

If the foregoing is acceptable to your Government, we propose that this Note and your reply thereto constitute an Agreement between our two Governments, effective as of the date of your Note in reply.

Accept, Excellency, the assurances of my highest consideration.

FREDERICK IRVING

His Excellency
P. J. PATTERSON
Minister of Foreign Affairs
Kingston

The Jamaican Permanent Secretary, Ministry of Foreign Affairs, to the American Ambassador

KINGSTON, JAMAICA

25th October 1978

Excellency,

I have the honour to refer to your Note of 13th October, 1978, regarding a proposal that the Agricultural Commodities Agreement signed by representatives of our Governments on 2nd August, 1978 be amended as follows:

"In Part II, Particular Provisions, Item I, Commodity Table, under the column headed quote Supply Period (United States Fiscal Year) unquote:

A. On the line entitled quote Corn unquote, change the entry to read quote 1978, plus October 1, 1978 through January 31, 1979 unquote.

B. On the line entitled quote Blended/Fortified Foods unquote, change the entry to read quote 1978, plus October 1, 1978 through March 31, 1979 unquote."

All other terms and conditions of the August 2, 1978 Agreement remain unchanged.

The proposed amendment as outlined above is acceptable to the Government of Jamaica and it is agreed that your Note abovementioned and this reply thereto constitute an Agreement between our Governments effective as of 25th October, 1978, the date on which both Notes are signed by the duly authorized representatives of both our Governments.

Accept, Excellency, the assurances of my highest consideration.

D. C. BRICE
Permanent Secretary
Ministry of Foreign Affairs

ERIC O. BELL
Minister of Finance and Planning

His Excellency
Frederick Irving
Ambassador of the United States
of America
Kingston.

TIAS 9188

AUSTRALIA

Aviation: Provision of Parts and Services

Memorandum of agreement signed at Washington
July 19 and August 11, 1978;
Entered into force August 11, 1978.

NAT-I-707

MEMORANDUM OF AGREEMENT

BETWEEN

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AND

ROYAL AUSTRALIAN AIR FORCE
GOVERNMENT OF AUSTRALIA

WHEREAS, the U. S. Department of Transportation, Federal Aviation Administration, hereinafter referred to as the FAA, is in a position to furnish directly or by contract, certain equipment and services which the Royal Australian Air Force of the Government of Australia, hereinafter referred to as the RAAF, requires, has funds available for, and has determined should be obtained from the FAA; and

WHEREAS, Section 305 of the Federal Aviation Act of 1958, as amended,[1] directs the FAA to encourage and foster the development of civil aeronautics and air commerce in the United States and abroad, and Section 5 of the International Aviation Facilities Act of 1948, as amended,[2] authorizes the FAA to accept funds from any foreign government as payment for any facilities supplies or services performed for such government; and

WHEREAS, by virtue of determination made by the Agency for International Development, under authority of Section 607(a) of the Foreign Assistance Act of 1961, as amended, the FAA is authorized to furnish equipment and services to the RAAF:

[1] 72 Stat. 749; 49 U.S.C. § 1346.
[2] 62 Stat. 451; 49 U.S.C. § 1154.

NOW, THEREFORE, the FAA and the RAAF mutually agree as follows:

ARTICLE I - Description of Project

A. At such location and such time as may be mutually agreed upon by the FAA and the RAAF, the FAA shall:

1. Provide, to the extent that the FAA mission responsibilities are not jeopardized, parts peculiar and services for air navigation equipment which is common to and currently in the U. S. National Airspace System.

2. Pack, ship, and export such items in accordance with instructions contained in subsequent correspondence.

B. RAAF will be responsible for securing any export licenses or other documents required to permit the material furnished under this agreement to leave the United States and enter Australia.

C. Materials purchased by the FAA for the RAAF will carry the same manufacturer's warranty as material purchased by FAA for its own account.

D. The RAAF will be responsible for all transportation costs including shipping charges for items sent to the FAA Depot.

E. The RAAF will not hold FAA liable for loss or damage to item(s) while they are in transit.

F. Initial RAAF point of contact for all services will be:

Federal Aviation Administration
800 Independence Avenue, S. W.
Washington, D. C. 20591
Attention: AIA-220

ARTICLE II - Special Limitations

A. The total value of the material to be furnished by the FAA under this agreement may not exceed $20,000 per year. This limitation does not include the packing or shipping charges nor the FAA administrative overhead charges.

B. The authority for the FAA to provide this service is dependent upon the continued unavailability on the open market of certain services and parts which are peculiar to air navigation equipment.

ARTICLE III - Payment of Costs

A. The RAAF shall reimburse the FAA for all costs associated with providing parts and services plus a ten percent administrative overhead charge, as follows:

1. Issues from inventory shall be billed at the unit price on record at the time of issue plus logistics management costs, an administrative overhead charge, and transportation costs.

2. Exchange and Repair (E&R) services shall be billed at the FAA repair rate plus logistics management costs, an administrative overhead charge, and transportation costs. If, under an E&R transaction, an unserviceable unit is not returned, or if the returned unit is not reparable, a supplemental billing shall be prepared. The supplemental

billing shall include the difference between the previously billed repair charge and the replacement costs of the item. The amount derived shall then be adjusted by administrative overhead charges. Supporting records shall be available for review at the Aeronautical Center.

3. Repair and Return (R&R) services shall be billed at actual repair costs, plus logistics management costs, and administrative overhead charge, and transportation costs.

B. FAA bills will be rendered on an accrued cost basis quarterly. Bills will contain a reference to the number assigned this Agreement (NAT-I-707) and identify material and/or services for which charges are included. In cases where specific material and/or services provided by FAA vary or their identity cannot be properly reflected on the face of the bill, information and related costs will be identified on an appropriate attachment to the bill. Payments for services will be remitted by check, in United States dollars within thirty (30) days from receipt, made payable to the Federal Aviation Administration and forwarded to:

FAA Aeronautical Center
Attention: Accounting Division, AAC-20
P. O. Box 25082
Oklahoma City, Oklahoma 73125

C. The RAAF hereby designates the Office of the Air Attache, Embassy of Australia, 1601 Massachusetts Avenue, N. W., Washington, D. C. 20036, as the billing office to which FAA bills will be rendered.

ARTICLE IV - Liability

The RAAF, on behalf of the Government of Australia, agrees to defend any suit brought against the Government of the United States, the FAA, or any instrumentality or officer of the United States arising out of work under this agreement. The RAAF, on behalf of the Government of Australia, further agrees to hold the United States, the FAA, or any instrumentality or officer of the United States harmless against any claim by the Government of Australia, or any agency thereof, or any third persons for personal injury, death, or property damage arising out of work under this agreement.

ARTICLE V - Amendment

Changes to this agreement shall be formalized by an appropriate written amendment to the agreement when signed by the duly authorized representatives of both Parties.

ARTICLE VI - Effective Date

This agreement supersedes any previous agreements between the parties on the subject matter set forth in Article I hereof. This agreement shall become effective on the date the last signature is affixed, and will remain in effect for five years.

ARTICLE VII - Revocation

This agreement may be revoked at any time by either party by sixty days notice in writing.

Any disagreement regarding the interpretation or application of this Memorandum of Agreement will be resolved by consultation between the Parties and will not be referred to any international tribunal or third party for settlement.

The FAA and RAAF agree to the provisions of this agreement as indicated by the signatures of their duly authorized officers.

ROYAL AUSTRALIAN AIR FORCE GOVERNMENT OF AUSTRALIA	UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION
BY: [1]	BY: Norman H Plummer [2]
TITLE: Wing Commander for Air Attache	TITLE: Assistant Administrator for International Aviation Affairs (Acting)
DATE: 11 AUGUST 1978	DATE: JUL 19 1978

[1] A. J. Spooner.
[2] Norman H. Plummer.

IRELAND

Aviation: Flight Inspection Services

Memorandum of agreement signed at Washington and Dublin March 10 and August 4, 1978;
Entered into force August 4, 1978;
Effective September 1, 1978.

MEMORANDUM OF AGREEMENT

BETWEEN THE

FEDERAL AVIATION ADMINISTRATION
DEPARTMENT OF TRANSPORTATION
UNITED STATES OF AMERICA

AND THE

DEPARTMENT OF TRANSPORT AND POWER
REPUBLIC OF IRELAND

WHEREAS, the Federal Aviation Administration, United States of America, hreinafter referred to as the FAA, is in a position to furnish directly services which the Department of Transport and Power, hereinafter referred to as the DTP, has requested from the FAA on a reimbursable basis, and,

WHEREAS, Section 305 of the Federal Aviation Act of 1958 (49 U.S.C. 1346) and Section 5 of the International Aviation Facilities Act (49 U.S.C. 1154) authorizes the FAA to provide services to foreign governments.

NOW, THEREFORE, the FAA and the DTP mutually agree as follows:

ARTICLE I - Description of Services

The FAA shall provide Site Test, Commissioning and/or Periodic Flight Checks of DTP Air Navigation Aids at such locations and times as requested by the DTP in writing and as mutually agreed upon, under the following conditions:

A. Ground equipment shall be in condition suitable for flight inspection on the scheduled dates. A minimum of ten days advance notice to FAA is required for change in the date of a scheduled flight.

B. The flight inspection procedures used shall conform to the U.S. Standard Flight Inspection Manual and/or in accordance with ICAO Annex 10 for evaluation of Air Navigation Aid Facilities.

C. Within 30 days following the completion of the flight inspections, FAA will provide a written report to the DTP specifying the results of the flight inspection together with appropriate recordings. In addition, the results of the flight inspection will be orally reported immediately after completion of the flight inspection.

D. An officer or engineer designated by the DTP may accompany the aircraft during any or all phases of the flight inspection mission. No additional charge will be made for his carriage. Since no insurance

can be provided, he must sign a waiver of liability of the U.S. Government prior to any participation in any flights.

E. The FAA will be provided in advance with a carnet, laissez-passer, or invitation from the DTP, which will serve the following purposes:

1. Constitute a waiver of airport or other user charges. In the event a waiver of such charges is not possible, the costs incurred will be added to total charge for flight inspection performance.

2. Obviate the posting of bonds, technical equipment declarations, inventories and customes, and other entrance formalities.

F. The FAA may, upon written request, furnish site evaluation ground electronic equipment and/or an electronic engineer to assist in preliminary and final conduct of ground facilities directly related to establishment or evaluation of air navigation aids.

G. The DTP will provide the following:

1. All clearances for aircraft and crew as may be requested for performance of flight inspection services under this Agreement.

2. A responsible electronic engineer present at the facility during all flight checking operations. An interpreter will be provided if necessary.

3. Detailed charts of the areas to be covered during flight check. Charts to scale of 1:50,000 should be provided for the immediate area, and to a scale of 1:250,000 and 1:500,000 to a radius of approximately 50 nautical miles.

4. Provision of a permanent marker aligned with Magnetic North within approximately 50 meters from the facility antenna where applicable. This marker will be used by the theodolite operator during flight check.

5. Exact coordinates of all facilities to be checked, including associated facilities such as compass locators, markers, etc.

6. Address all requests for services under this Agreement to:

Federal Aviation Administration
Flight Inspection Group, AFRA-20
Siesmayerstrasse 21
6000 Frankfurt am Main 1
West Germany

ARTICLE II - Estimated Costs and Method of Payment

A. The DTP will reimburse the FAA for flight inspection services provided under this Agreement at the current hourly rate per aircraft operating hour for FAA aircraft and crew. The FAA will provide written notifications to the DTP of hourly rate changes. Unless otherwise specified, such changes will become effective thirty (30) days from the date of the FAA notification. The FAA will determine type of aircraft to be used based on availability. The inspection flight hours shall be increased by the enroute time. Aircraft enroute time within the area will be equitably distributed to users of the services.

B. If electronic engineering assistance is required, charges will be in addition to the flight inspection charges as stipulated by Article II, A.

C. If FAA furnished site evaluation ground equipment is required, the DTP will pay all transportation costs to, from, and between affected sites plus any storage charges found necessary between individual site evaluations. Specific shipping instructions will be determined for each request for services.

D. The Department of Transport and Power hereby identifies the office to which FAA bills should be rendered as:

Secretary,
Department of Tourism and Transport,
Civil Aviation Division (Services),
Kildare Street,
Dublin 2, Ireland.

E. Charges for flight inspection services will be billed to the DTP upon completion or termination of the individual mission. Charges are payable by U.S. dollar check or draft drawn to "U.S. Federal Aviation Administration," and should be forwarded in accordance with billing instructions.

ARTICLE III - Liability

The DTP, on behalf of the Republic of Ireland, agrees to defend any suit brought against the United States, the FAA or any instrumentality or officer of the United States arising out of work under this Agreement. The DTP, on behalf of the Republic of Ireland, further agrees to hold the United States, the FAA, and any instrumentality or officer of the United States harmless against any claim by the Republic of Ireland or any agency thereof, or third persons for the personal injury, death, or property damage arising out of work under this Agreement.

ARTICLE IV - Amendments

Any changes in the services to be furnished under this Agreement shall be formalized by an appropriate written amendment to the Agreement which shall outline in detail the exact nature of the change.

ARTICLE V - Effective Date

This Agreement supersedes Agreement numbered WO-I-008 on this subject and is effective September 1, 1978. It will remain in effect from year to year unless terminated as provided under Article VI of this Agreement. Number WO-I-177 has been assigned to this Agreement for identification purposes.

ARTICLE VI - Revocation

This Agreement may be revoked at any time by either party by giving thirty (30) days notice in writing. The Federal Aviation Administration and the Department of Transport and Power agree to the provisions of this Agreement as indicated by the signatures of their duly authorized officers.

DEPARTMENT OF TRANSPORT AND POWER REPUBLIC OF IRELAND	FEDERAL AVIATION ADMINISTRATION DEPARTMENT OF TRANSPORTATION UNITED STATES OF AMERICA
BY: J. V. Feehan [1]	BY: C. O. Cary [2]
TITLE: Principal, Civil Aviation Division (Services)	TITLE: Assistant Administrator for International Aviation Affairs
DATE: 4th August 1978	DATE: MAR 10 1978

[1] J. V. Feehan.
[2] C. O. Cary.

AUSTRALIA

Peaceful Nuclear Cooperation

Agreement effected by exchange of notes
Signed at Canberra August 4 and 7, 1978;
Entered into force August 7, 1978.

The American Ambassador to the Australian Minister for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

Note No. 82

AUGUST 4, 1978

EXCELLENCY:

I refer the Minister for Foreign Affairs to the Agreement for Cooperation Concerning Civil Uses of Atomic Energy between the Government of the United States of America and the Government of Austrialia, signed on June 22, 1956, as amended,[1] hereinafter referred to as the 1956 Cooperation Agreement.

I wish to acknowledge Australia's leadership role in the field of preventing nuclear proliferation. Both Australia and the United States are parties to the Treaty on the Non-Proliferation of Nuclear Weapons.[2] Both countries have committed themselves to ensure that any source materials, special nuclear materials, or equipment transferred pursuant to the 1956 Cooperation Agreement, including such items subsequently retransferred pursuant to agreements for cooperation between the United States and other nations, and any special nuclear materials produced therefrom, shall not be used for research on or development of any nuclear explosive device or for any other military purpose. They have also committed themselves to accept the application of IAEA safeguards to such materials and equipment. While such materials and equipment are within the United States, the United States intends to implement this commitment pursuant to an agreement with the International Atomic Energy Agency for the application of safeguards in the United States. Further, both have committed themselves to ensure that physical protection measures

---

[1] TIAS 3830, 4687, 6250; 8 UST 738; 12 UST 155; 18 UST 400.
[2] TIAS 6839; 21 UST 483.

are applied to all such materials or equipment, providing as a minimum protection comparable to that set forth in INFCIRC/225 (Rev. 1). These are enduring commitments.

The United States is prepared to begin renegotiation of the 1956 Cooperation Agreement with Australia immediately, with a view to prompt conclusion of a new Agreement. Pending the entry into force of a renegotiated Agreement for Cooperation, the United States proposes the following understanding, in addition to the agreements set forth in the 1956 Cooperation Agreement:

> The United States shall not exercise any rights it has to approve the retransfer or enrichment to twenty percent or greater in the isotope U–235 by another nation or group of nations of material hereafter transferred pursuant to the 1956 Cooperation Agreement or otherwise identified as being of Australian origin, and shall not exercise any rights it has to approve the retransfer or reprocessing of irradiated fuel elements containing special nuclear materials produced through the use of such materials, unless Australian approval is obtained in advance. This applies only where the country requesting approval has notified the United States that Australia has this right or its equivalent. In the event that the United States is not so notified, the United States shall consult with Australia prior to granting such approval.
>
> In addition to the foregoing, it is the understanding of the United States that neither party shall enrich any uranium after transfer pursuant to the 1956 Cooperation Agreement to twenty percent or greater in the isotope U–235 unless prior approval of the other party is obtained.

I have the honor to propose that this Note and your reply confirming the foregoing shall constitute an agreement between our two Governments and shall enter into force on the date of your reply and shall remain in force thereafter until a new Agreement for Cooperation Concerning Peaceful Uses of Nuclear Energy enters into force.

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

PHILIP H. ALSTON, JR.

His Excellency
ANDREW S. PEACOCK,
Minister for Foreign Affairs,
Canberra.

The Australian Minister for Foreign Affairs to the American Ambassador

MINISTER FOR FOREIGN AFFAIRS
CANBERRA

7 AUG 1978

Excellency,

I have the honour to acknowledge receipt of your Note of fourth August 1978 concerning the proposed Interim Agreement between the Government of Australia and the Government of the United States of America on Peaceful Nuclear Cooperation. That Note reads as follows:

"Excellency:

I refer the Minister for Foreign Affairs to the Agreement for Cooperation Concerning Civil Uses of Atomic Energy between the Government of the United States of America and the Government of Australia, signed on June 22, 1956, as amended, hereinafter referred to as the 1956 Cooperation Agreement.

I wish to acknowledge Australia's leadership role in the field of preventing nuclear proliferation. Both Australia and the United States are parties to the Treaty on the Non-Proliferation of Nuclear Weapons. Both countries have committed themselves to ensure that any source materials, special nuclear materials, or equipment transferred pursuant to the 1956 Cooperation Agreement, including such items subsequently retransferred pursuant to agreements for cooperation between the United States and other nations, and any special nuclear materials produced therefrom, shall not be used for research on or development of any nuclear explosive device or for any other military purpose. They have also

committed themselves to accept the application of IAEA Safeguards to such materials and equipment. While such materials and equipment are within the United States, the United States intends to implement this commitment pursuant to an agreement with the International Atomic Energy Agency for the application of safeguards in the United States. Further, both have committed themselves to ensure that physical protection measures are applied to all such materials or equipment, providing as a minimum protection comparable to that set forth in INFCIRC/225 (Rev. 1). These are enduring commitments.

The United States is prepared to begin renegotiation of the 1956 Cooperation Agreement with Australia immediately, with a view to prompt conclusion of a new Agreement. Pending the entry into force of a renegotiated Agreement for Cooperation, the United States proposes the following understanding, in addition to the agreements set forth in the 1956 Cooperation Agreement:

> The United States shall not exercise any rights it has to approve the retransfer or enrichment to twenty percent or greater in the isotope U-235 by another nation or group of nations of material hereafter transferred pursuant to the 1956 Cooperation Agreement or otherwise identified as being of Australian origin, and shall not exercise any rights it has to approve the retransfer or reprocessing of irradiated fuel elements containing special nuclear materials produced through the use of such materials, unless Australian approval is obtained in advance. This applies only where the country requesting approval has notified

the United States that Australia has this right or its equivalent. In the event that the United States is not so notified, the United States shall consult with Australia prior to granting such approval.

In addition to the foregoing, it is the understanding of the United States that neither party shall enrich any uranium after transfer pursuant to the 1956 Cooperation Agreement to twenty percent or greater in the Isotope 235 unless prior approval of the other party is obtained.

I have the honour to propose that this Note and your reply confirming the foregoing shall constitute an Agreement between our two Governments and shall enter into force on the date of your reply and shall remain in force thereafter until a new Agreement for Cooperation Concerning Peaceful Uses of Nuclear Energy enters into force.

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

I have the honour to confirm that the foregoing is acceptable to the Government of Australia and that your Note and this reply shall together constitute an Agreement between our two Governments, which shall enter into force on the date of this reply.

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

(Andrew Peacock)

His Excellency,
Mr Philip Alston Jnr.,
Ambassador of the United States
of America to Australia,
CANBERRA, A.C.T. 2600

POLISH PEOPLE'S REPUBLIC

Air Transport Services

Agreement amending the agreement of July 19, 1972, as amended and extended.
Effected by exchange of notes
Dated at Warsaw June 19 and August 11, 1978;
Entered into force August 11, 1978.

The American Embassy to the Polish Ministry of Foreign Affairs

No. 21

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and has the honor to refer to recent discussions between representatives of our two governments with regard to the provision of scheduled and nonscheduled air services by the airlines of both countries through the end of this year. These representatives recommended that diplomatic notes be exchanged to bring into effect the following understandings and amendments of the U.S.-Poland Air Transport Agreement of 1973 [1] as amended by an exchange of notes dated August 26, 1976.

Notwithstanding numbered paragraph 2 (B) of the exchange of notes dated August 26, 1976, the Government of The Polish People's Republic guarantees that sales for Polish currency by the Polish designated airline and other Polish organizations in countries other than the United States of scheduled air transportation of passengers, accompanying baggage, cargo, and mail which are carried on all services of the designated airline of the United States will not be less than the equivalent of $4.5 million, excluding commissions, during 1978. The Polish designated airline will provide the United States designated airline with current information on a monthly basis regarding the status of the foregoing sales guarantee in order to assure its full attainment.

Notwithstanding numbered paragraph 3 (A) of the exchange of notes dated August 26, 1976, the designated airline of the United States may operate seven narrow-bodied roundtrip frequencies per

---

[1] Should read "1972". TIAS 7535, 8469, 9042; 23 UST 4269; 28 UST 242; 29 UST 3886.

week during the period May 15, 1978–December 31, 1978. Frequencies may operate between the United States and Warsaw via Vienna, without local traffic rights between Vienna and Warsaw but with the right to carry stopover traffic.

The United States authorities will approve the operation of 38 one-way extra section flights between New York and Warsaw during the period May 14, 1978–December 31, 1978.

The dates specified in numbered paragraph 5 of the exchange of notes dated August 26, 1976, are amended to read, "October 31, 1978" and "December 31, 1978", respectively.

The delegations noted that the Polish authorities did not provide the necessary facilities for the operation of wide-bodied aircraft at Warsaw airport in 1978, as provided in the exchange of notes dated August 26, 1976. The Polish delegation expressed its intention to achieve this objective in 1979.

Notwithstanding paragraphs G and H of Article 10 of the Air Transport Agreement, neither party may prevent the inauguration or the continuation of budget, APEX, or standby air fares, except with respect to traffic originating in its own territory on a one-way or roundtrip basis.

The Polish designated airline will continue to appoint the United States designated airline as its ground handling agent at airports in the United States for its scheduled and charter services where the United States designated airline has ground handling facilities available.

Airport ground handling services in Poland will be provided to United States airlines, both scheduled and supplemental, without discrimination and on a basis no less favorable than that provided for the Polish airline.

Each party will, during the period of effectiveness of the Air Transport Agreement, allow the airline or airlines, both scheduled and supplemental, of the other party to operate passenger and cargo charter air services between the two countries, including services with stops in third countries, (A) without limitations on volume, frequency, or regularity of service; and (B) without the requirements for prior approved of individual flights or series of flights. No individual passenger charter flight may be operated with more than 252 passengers on board. The charter-worthiness of flights will be determined by the rules of the country in which the traffic originates. Prices will be established by charterers under the surveillance of the country of traffic origin.

These amendments and arrangements are acceptable to the United States Government. If these amendments and arrangements are also acceptable to the Government of The Polish People's Republic, the Embassy of the United States of America has the honor to propose that this note and your reply to that effect constitute an agreement between our two governments which shall enter into force on the date of your reply.

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

EMBASSY OF THE UNITED STATES OF AMERICA,
WARSAW, *June 19, 1978.*

The Polish Ministry of Foreign Affairs to the American Embassy

DPT 2151-1-76

Ministerstwo Spraw Zagranicznych przesyła wyrazy szacunku Ambasadzie Stanów Zjednoczonych Ameryki w Warszawie i ma zaszczyt potwierdzić odbiór noty nr 21 z dnia 19czerwca1978 r. o następującej treści:

"Ambasada Stanów Zjednoczonych Ameryki przesyła wyrazy szacunku Ministerstwu Spraw Zagranicznych i ma zaszczyt nawiązać do przeprowadzonych ostatnio rozmów między przedstawicielami naszych obydwu rządów dotyczących zapewnienia regularnej i nieregularnej komunikacji lotniczej przez przedsiębiorstwa lotnicze obydwu krajów do końca bieżącego roku. Wspomniani wyżej przedstawiciele zalecili, aby wejście w życie poniższych ustaleń i poprawek dot. Umowy o komunikacji lotniczej między Polską a Stanami Zjednoczonymi z 1972 r. /zmienionej w drodze wymiany not 26 sierpnia 1976 roku/ nastąpiło w drodze wymiany not.

Niezależnie od postanowień punktu 2b wymiany not z dnia 26 sierpnia 1976 roku, Rząd Polskiej Rzeczypospolitej Ludowej gwarantuje, że sprzedaże za polską walutę przez polskie wyznaczone przedsiębiorstwo lotnicze i inne polskie organizacje w krajach innych niż USA regularnych przewozów pasażerskich, bagażu towarzyszącego, ładunków i poczty, przewożonych na wszystkich liniach wyznaczonego przedsiębiorstwa lotniczego Stanów Zjednoczonych, nie będą w 1978 r. mniejsze niż równowartość 4,5 milionów $, z wyłączeniem prowizji.

Ambasada Stanów Zjednoczonych
Ameryki
w Warszawie

Polskie wyznaczone przedsiębiorstwo lotnicze będzie przekazywać wyznaczonemu przedsiębiorstwu lotniczemu Stanów Zjednoczonych aktualne informacje na bazie miesięcznej odnośnie stanu wyżej wymienionej gwarancji sprzedaży, aby zapewnić pełne jej osiągnięcie.

Niezależnie od postanowień punktu 3a wymiany not z dnia 26 sierpnia 1976 roku, wyznaczone przedsiębiorstwo lotnicze Stanów Zjednoczonych może wykonywać siedem częstotliwości tygodniowo w obu kierunkach samolotami wąskokadłubowymi w okresie od 15 maja do 31 grudnia 1978 roku. Częstotliwości te mogą być wykonywane między Stanami Zjednoczonymi i Warszawą przez Wiedeń bez lokalnych praw handlowych między Wiedniem a Warszawą, lecz z prawem przewożenia pasażerów, którzy dokonują przerwy podróży w Wiedniu.

Władze Stanów Zjednoczonych zatwierdzą wykonanie 38 dodatkowych rejsów w jednym kierunku między Nowym Jorkiem i Warszawą w okresie od 14 maja do 31 grudnia 1978 roku.

Daty wymienione w punkcie 5 wymianx not z dnia 26 sierpnia 1976 roku zostają zmienione odpowiednio na "31 października 1978 roku" i na "31 grudnia 1978 roku".

Delegacje stwierdziły, że władze polskie nie zapewniły niezbędnych ułatwień dla eksploatowania w porcie lotniczym w Warszawie w 1978 roku samolotów szerokokadłubowych, stosownie do wymiany not z dnia 26 sierpnia 1976 roku. Delegacja polska wyraziła intencję wykonania tego zadania w 1979 roku.

Niezależnie od postanowień ustępów G i H artykułu 10 Umowy o komunikacji lotniczej, żadna ze Stron nie może zabronić wprowadzania lub kontynuowania stosowania taryf lotniczych typu "budget," "apex" lub "standby" z wyjątkiem odnoszącym się do ruchu rozpoczynającego się na jej własnym terytorium na podróże w jednym lub w obu kierunkach.

Polskie wyznaczone przedsiębiorstwo lotnicze będzie nadal mianować wyznaczone przedsiębiorstwo lotnicze Stanów Zjednoczonych jako swego agenta obsługi naziemnej w portach lotniczych w Stanach Zjednoczonych dla linii regularnych i czarterowych, w któ-

rych wyznaczone przedsiębiorstwo lotnicze Stanów Zjednoczonych posiada naziemne urządzenia handlingowe.

Naziemna obsługa handlingowa w Polsce będzie wykonywana w odniesieniu do regularnych jak i pomocniczych przedsiębiorstw lotniczych Stanów Zjednoczonych bez dyskryminacji i na zasadach nie mniej korzystnych, niż zapewnione dla polskiego przedsiębiorstwa lotniczego.

Każda Strona, w okresie obowiązywania Umowy o komunikacji lotniczej, będzie zezwalać przedsiębiorstwu lub przedsiębiorstwom lotniczym drugiej Strony, zarówno regularnym jak i pomocniczym, na wykonywanie pasażerskich i towarowych lotów czarterowych między obydwoma krajami, w tym lotów z międzylądowaniami w krajach trzecich: a/ bez ograniczenia oferowanych miejsc, częstotliwości lub regularności lotów; oraz b/ bez wymogu wcześniejszego zatwierdzania lotów pojedyńczych lub serii lotów. Ilość pasażerów na pojedyńczym pasażerskim locie czarterowym nie może przekraczać 252 osób.

Warunki dopuszczalności lotów czarterowych określają przepisy kraju pochodzenia ruchu. Ceny będą ustalane przez czarterujące przedsiębiorstwo lotnicze, pod nadzorem kraju pochodzenia ruchu.

Powyższe poprawki i ustalenia są możliwe do przyjęcia przez Rząd Stanów Zjednoczonych. Jeżeli wspomniane poprawki i ustalenia są także możliwe do przyjęcia przez Rząd Polskiej Rzeczypospolitej Ludowej Ambasada Stanów Zjednoczonych Ameryki ma zaszczyt zaproponować, aby niniejsza nota oraz odpowiedź na nią stanowiły porozumienie pomiędzy obydwoma Rządami, które wejdzie w życie w dniu udzielenia odpowiedzi.

Ambasada Stanów Zjednoczonych Ameryki korzysta z okazji, aby ponowić Ministerstwu Spraw Zagranicznych wyrazy swego wysokiego poważania".

Ministerstwo Spraw Zagranicznych ma zaszczyt zakomunikować, że wyraża zgodę na powyższe i przyjmuje propozycję Ambasady, aby przytoczona powyżej nota oraz odpowiedź na nią stanowiły porozumienie, które wejdzie w życie z dniem dzisiejszym.

Jednocześnie Ministerstwo pragnie zakomunikować, iż ustalenia wymienionego porozumienia nie mogą wiązać jakiejkolwiek ze Stron przy renegocjowaniu warunków przedłużenia obowiązywania Umowy o komunikacji lotniczej po dniu 31 grudnia 1978 r. lub negocjowaniu nowej umowy lotniczej.

Ministerstwo Spraw Zagranicznych korzysta z okazji, aby ponowić Ambasadzie wyrazy swego wysokiego poważania.

Warszawa, dnia 11 sierpnia 1978 roku

MINISTERSTWO SPRAW ZAGRANICZNYCH

TRANSLATION

DPT 2151-1-76

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States at Warsaw and has the honor to confirm receipt of note No. 21, dated June 19, 1978, which reads as follows:

[For the English language text, see pp. 240-242.]

The Ministry of Foreign Affairs has the honor to express its agreement with the foregoing and to accept the Embassy's proposal that the above-cited note and the reply thereto constitute an agreement which shall enter into force on this date.

The Ministry also wishes to state that the provisions of the aforementioned arrangements shall in no way bind the Parties when they renegotiate the conditions for the extension of the provisions of the Air Transport Agreement after December 31, 1978, or when they negotiate a new air agreement.

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

[Initialed]

Warsaw, August 11, 1978. [SEAL]

Embassy of the United States of America,

Warsaw.

HUNGARIAN PEOPLE'S REPUBLIC

Diplomatic and Official Visa Facilitation

Agreement effected by exchange of notes
Dated at Budapest February 10, 1978;
Entered into force February 10, 1978.

The American Embassy to the Hungarian Ministry of Foreign Affairs

No. 24

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Hungarian People's Republic and has the honor to inform the Ministry of the following proposal of the United States Government on bilateral visa facilitation.

The Government of the United States of America is prepared, in return for reciprocal treatment by the Government of the Hungarian People's Republic of U.S. diplomatic and official passport holders and their accompanying immediate family members assigned for tours of duty with the American Embassy at Budapest, to issue nonimmigrant visas valid for multiple entries and for the period of anticipated assignment up to a maximum of forty-eight months to holders of Hungarian diplomatic and official passports and accompanying immediate family members assigned for tours of duty at Hungarian diplomatic and consular establishments in the United States. Visas would be issued valid for the full period of expected assignment (up to forty-eight months) as specified at the time of visa application.

"Accompanying immediate family members" are understood in U.S. visa practice as applied in cases of diplomats and officials of all countries assigned in the United States, to mean close relatives who are members of the immediate family by blood, marriage, or adoption, who are not members of some other household, and who will reside regularly in the household of the principal applicant.

Hungarian holders of U.S. visas will be admitted to the United States by border officials for a period of stay corresponding to "duration of status." Prior to their final departure from the United States, visa holders are requested to present their passports to the Department of State for cancellation of the visas therein. American holders of Hungarian visas will similarly present their passports to the Ministry of Foreign Affairs for visa cancellation prior to final departure from Hungary upon the conclusion of their assignments.

On the basis of reciprocity, Hungarian diplomats and officials (and family members) whose tours of assignment in the United States are extended beyond that originally specified, would be able to apply for and receive extensions of their multiple-entry visas for the new period of assignment through either the Department of State in Washington, the U.S. Embassy at Budapest, or any other U.S. visa-issuing post.

In the event of accompanying domestic servants, following its uniform practice with respect to diplomats and officials of all countries, the United States would issue visas valid for multiple entries for up to one year. Such visas may be revalidated for additional periods of up to one year at a time, as long as the employer-employee relationship continues.

The Government of the United States of America proposes that this Note, together with the Hungarian reply Note specifying like Hungarian visa facilitation for American diplomatic and official passport holders assigned for tours of duty to the U.S. Embassy at Budapest, constitute the official agreement on this matter between our two governments.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Hungarian People's Republic the assurances of its highest consideration.

Embassy of the United States of America,
Budapest, February 10, 1978.

Philip M. Kaiser

[1] Philip M. Kaiser.

The Hungarian Ministry of Foreign Affairs to the American Embassy

A MAGYAR NÉPKÖZTÁRSASAG
KULUGYMINISZTERIUMA

U/4/14/4/1978.

S Z Ó B E L I J E G Y Z É K

A Magyar Népköztársaság Külügyminisztériuma tiszteletét fejezi ki az Amerikai Egyesült Államok Nagykövetségének és igazolja a T. Nagykövetség 1978. február 1o-én kelt, 24. számu Szóbeli Jegyzékének vételét, egyben van szerencséje az alábbiakat közölni:

A Magyar Népköztársaság Külügyminisztériuma ugyancsak kész az Amerikai Egyesült Államok budapesti Diplomáciai Képviselete személyzete tagjainak és ezek családtagjainak a magyarországi szolgálatuk időtartamáig - legfeljebb 48 hónapig - érvényes többszöri ki- és visszautazásra jogositó /"visszavonásig érvényes"/ vizumokat kiadni. A Diplomáciai Képviselet személyzetének tagja és a családtagok a Magyar Népköztársaság területének végleges elhagyását megelőzően a "visszavonásig érvényes" vizum érvénytelenitése céljából a Külügyminisztérium rendelkezésére bocsátják az utleveleiket és a Külügyminisztérium kiadja a Magyar Népköztársaság területének elhagyásához szükséges egyszeri kiutazási engedélyt.

Amerikai Egyesült Államok
Nagykövetsége

B u d a p e s t

A "családtag" fogalma alatt azt a személyt kell érteni, aki a Diplomáciai Képviselet személyzete tagjának a háztartásában él és házassági vagy vérségi kapcsolat, illetőleg örökbefogadás révén tagja a családnak.

A Külügyminisztérium ugyancsak kész az Amerikai Egyesült Államok budapesti Diplomáciai Képviselete valamely tagjának az alkalmazásában álló háztartási alkalmazott részére egy évig érvényes többszöri ki- és visszautazásra jogosító vizumot kiadni. A Külügyminisztérium kész az ilyen vizumot kérésre további évekre mindaddig megujitani, amig a háztartási alkalmazott a Diplomáciai Képviselet személyzete tagjának az alkalmazásában áll.

A Magyar Népköztársaság Külügyminisztériuma egyetért azzal, hogy a T. Nagykövetség 1978. február 10-én kelt 24. számu Szóbeli Jegyzéke és a Külügyminisztérium jelen válasz-jegyzéke a Magyar Népköztársaság és az Amerikai Egyesült Államok között a fentiekben Megállapodást képezzen.

A Magyar Népköztársaság Külügyminisztériuma megragadja az alkalmat, hogy az Amerikai Egyesült Államok Nagykövetségét ezuttal is őszinte nagyrabecsüléséről biztositsa.

Budapest, 1978. február 10.

TRANSLATION

THE HUNGARIAN PEOPLE'S REPUBLIC
MINISTRY OF FOREIGN AFFAIRS

U/4/14/1978

NOTE VERBALE

The Ministry of Foreign Affairs of the Hungarian People's Republic presents its compliments to the Embassy of the United States of America and, acknowledging receipt of the Embassy's Note Verbale No. 24, of February 10, 1978, has the honor to state the following:

The Ministry of Foreign Affairs of the Hungarian People's Republic is likewise prepared to issue to the members of the diplomatic mission of the United States of America in Budapest and to the members of their families visas for multiple exits and entries ("valid until recalled"), for the period of their assignment to Hungary -- not to exceed 48 months. Prior to their leaving definitively the territory of the Hungarian People's Republic the members of the staff of the diplomatic mission and the members of their families should put their passports at the disposal of the Ministry of Foreign Affairs with a view to invalidating the visas "valid until recalled," and the Ministry of Foreign Affairs will issue a simple exit visa required for leaving the territory of the Hungarian People's Republic.

By "family member" is meant a person who resides in the household of the member of the diplomatic mission and belongs to the family by marriage, blood or adoption.

The Ministry of Foreign Affairs is similarly prepared to issue to the domestic servants employed in the household of a member of the United States diplomatic mission in Budapest a visa allowing multiple exits and entries, valid for a period of up to one year. Upon request the Ministry of Foreign Affairs is prepared to renew such visa for additional years, as long as the domestic servant is employed by the member of the diplomatic mission.

The Ministry of Foreign Affairs of the Hungarian People's Republic agrees that the Embassy's Note Verbale No. 24 of February 10, 1978 and this reply note of the Ministry of Foreign Affairs shall constitute an agreement on the above matter between the Hungarian People's Republic and the United States of America.

The Ministry of Foreign Affairs of the Hungarian People's Republic avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

February 10, 1978

[SEAL] [Initialed]

Embassy of the
United States of America,
Budapest.

HUNGARIAN PEOPLE'S REPUBLIC

Diplomatic and Official Transit or Temporary Duty Visa Facilitation

Agreement effected by exchange of notes
Dated at Budapest February 10, 1978;
Entered into force April 11, 1978.

The American Embassy to the Hungarian Ministry of Foreign Affairs

No. 23

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Hungarian People's Republic and has the honor to inform the Ministry of the following proposal of the United States Government on bilateral visa facilitation.

(A) The United States Government is prepared, in return for reciprocal treatment by the Government of Hungary of United States Diplomatic and Official passport holders visiting the U.S. Embassy in Budapest temporarily on official business, or transiting Hungary on official business, normally to issue on the seventh day after applications are presented to a U.S. visa-issuing office, nonimmigrant visas valid for double or multiple entries during periods of up to six months to Hungarian Diplomatic and and Official passport holders visiting Hungarian diplomatic and consular establishments in the United States on official business, or transiting the United States on official business. The United States Government is similarly prepared also to issue such visas to holders of Hungarian private passports applying for courtesy visas to make personal visits to staff members of Hungarian diplomatic and consular establishments in the United States.

(B) Applications for multiple-entry visas for holders of Hungarian Diplomatic and Official passports should be made by Note Verbale indicating the period - up to six months - for which it is

requested the visa be valid, and containing a statement that the Government of Hungary expects that the visa holder will need to travel repeatedly to Hungarian diplomatic and consular establishments in the United States or through the United States on official Hungarian Government business. Applications of persons seeking multiple-entry courtesy visas in private passports should be supported by an appropriate statement relating need for multiple entries.

(C) The United States Government is prepared normally to issue visas valid for up to six months for double or multiple entries to Hungarian Diplomatic and Official passport holders in the above categories, and to courtesy visa applicants, in less than seven days, even immediately, when urgency is specified at the time of application and travel data are provided.

The United States Government proposes that this Note together with the Hungarian reply Note specifying reciprocal treatment constitute the formal agreement on the matter between our two governments, with entry into force sixty days from the date Notes are exchanged.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Hungarian People's Republic the assurances of its highest consideration.

Philip M. Kaiser [1]

Embassy of the United States of America,

Budapest, February 10, 1978.

[1] Philip M. Kaiser.

The Hungarian Ministry of Foreign Affairs to the American Embassy

A MAGYAR NÉPKÖZTÁRSASAG
KULUGYMINISZTERIUMA

U/4/1/1978.

S z ó b e l i J e g y z é k

A Magyar Népköztársaság Külügyminisztériuma tiszteletét fejezi ki az Amerikai Egyesült Államok Nagykövetségének és igazolja a Tisztelt Nagykövetség 1978. február 1o-én kelt 23. számu Szóbeli Jegyzékének vételét, egyidejüleg közli, a Külügyminisztérium ugyancsak kész a hivatkozott Szóbeli Jegyzékben emlitett feltételek mellett az Amerikai Egyesült Államok állampolgárai részére a vizumokat az alábbiak szerint megadni:

/A/ A magyar diplomáciai és konzuli képviseletek a kérelem benyujtásától számitott hét nap alatt hat hónapig érvényes kétszeri vagy többszöri beutazásra és ideiglenes tartózkodásra jogositó vizumokat adnak azoknak az amerikai diplomata, illetőleg hivatalos /szolgálati/ utlevél tulajdonosoknak, akik az Egyesült Államok magyarországi diplomáciai képviseletére hivatalos célból utaznak vagy, akik a Magyar Népköztársaság területén hivatalos célból átutaznak.

Amerikai Egyesült Államok
Nagykövetsége
B u d a p e s t

A magyar diplomáciai és konzuli képviseletek ugyancsak a fentieknek megfelelően kiadnak udvariassági láttamozásu kétszeri és többszöri beutazásra jogositó vizumokat azoknak az amerikai állampolgároknak, akik az Egyesült Államok magyarországi diplomáciai képviseletén szolgálatot teljesitők meglátogatására magáncélból utaznak.

/B/ A kétszeri, illetőleg a többszöri beutazásra jogositó vizumokat Szóbeli Jegyzékkel kell megkérni; a Jegyzékben meg kell adni azt a - hat hónapig terjedhető - időpontot is, ameddig a vizum érvényességét kérik. A Jegyzékben utalni kell arra is, hogy az utlevél tulajdonosának előreláthatólag szükséges lesz kétszer, illetőleg többször a Magyar Népköztársaságba beutazni, illetőleg átutazni.

A magánutlevéllel rendelkező kétszeri, illetőleg többszöri beutazásra szóló udvariassági vizumkérelmeket ugyancsak megfelelő indoklással kell előterjeszteni.

/C/ A magyar diplomáciai és konzuli képviseletek a fent emlitett amerikai diplomata, hivatalos /szolgálati/ és magánutlevél tulajdonosoknak indokoltan sürgős esetekben kétszeri, illetőleg többszöri beutazásra jogositó vizumokat hét napnál rövidebb idő alatt, vagy azonnal is kiadnak. Ez esetekben a Szóbeli Jegyzékben utalni kell az utazás sürgősségére, valamint meg kell adni az utitervet is.

A Külügyminisztérium egyetért azzal, hogy az Amerikai Egyesült Államok Nagykövetségének 1978. február 10-én kelt, 23. számu Szóbeli Jegyzéke, valamint

a Külügyminisztérium e válaszjegyzéke Megállapodást képezzen a fentiekben, amely Megállapodás e Szóbeli Jegyzék keltétől számitott 6o. napon lép hatályba.

A Magyar Népköztársaság Külügyminisztériuma megragadja az alkalmat, hogy ezuttal is őszinte nagyrabecsüléséről biztositsa az Amerikai Egyesült Államok Nagykövetségét.

Budapest, 1978. február 1o.

TRANSLATION

THE HUNGARIAN PEOPLE'S REPUBLIC
MINISTRY OF FOREIGN AFFAIRS

U/4/1/1978

NOTE VERBALE

The Ministry of Foreign Affairs of the Hungarian People's Republic presents its compliments to the Embassy of the United States of America and, acknowledging receipt of the Embassy's Note Verbale No. 23 of February 10, 1978, states that the Foreign Ministry is prepared to issue visas to United States citizens under the conditions mentioned in the said Note Verbale, as hereinafter indicated:

(A) The Hungarian diplomatic and Consular missions will issue, within seven days after applications are presented to them, visas for double or multiple entries valid for six months, and visas for a temporary stay, to holders of U.S. diplomatic or official (service) passports who are visiting the U.S. diplomatic mission in Hungary on official business or transiting the Hungarian People's Republic on official business.

The Hungarian diplomatic and consular missions will likewise issue courtesy visas for double and multiple entries to United States citizens making personal visits to staff members of the United States diplomatic mission in Hungary.

(B) Applications for double- or multiple-entry visas should be made by note verbale, indicating the period, up to six months, for which it is requested that the visa be valid. The note should state that the passport holder will probably need to travel to or transit the Hungarian People's Republic two or more times.

Applications of persons seeking double- or multiple-entry courtesy visas in private passports should also be supported by an appropriate statement.

(C) The Hungarian diplomatic and consular missions will issue visas for double or multiple entries to the above-mentioned holders of United States diplomatic, official (service), and private passports in less than seven days, or immediately, in cases of justified emergency. In such cases the Note Verbale should specify the urgency of the trip and also give the itinerary.

The Ministry of Foreign Affairs agrees that Note Verbale No. 23, of February 10, 1978, of the Embassy of the United States of America and this reply note of the Ministry of Foreign Affairs shall constitute an agreement on the above matter, which shall enter into force on the 60th day from the date of this Note Verbale.

The Ministry of Foreign Affairs of the Hungarian People's Republic avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Budapest, February 10, 1978

[SEAL] [Initialed]

Embassy of the
United States of America,
Budapest

SINGAPORE

Aviation: Flight Inspection Services

Memorandum of agreement signed at Washington and Singapore August 16 and October 25, 1978;
Entered into force October 25, 1978;
Effective October 1, 1978.

MEMORANDUM OF AGREEMENT

BETWEEN THE

FEDERAL AVIATION ADMINISTRATION
DEPARTMENT OF TRANSPORTATION
UNITED STATES OF AMERICA

AND THE

DEPARTMENT OF CIVIL AVIATION
REPUBLIC OF SINGAPORE

WHEREAS, the Federal Aviation Administration, United States of America, hereinafter referred to as the FAA, is in a position to furnish directly services which the Department of Civil Aviation of Singapore, hereinafter referred to as the DCA, has requested from the FAA on a reimbursable basis; and

WHEREAS, Section 305 of the Federal Aviation Act of 1958 (49 U.S.C. 1346) and Section 5 of the International Aviation Facilities Act (49 U.S.C. 1154) authorizes the FAA to provide services to foreign governments;

NOW, THEREFORE, the FAA and the DCA mutually agree as follows:

ARTICLE I - DESCRIPTION OF SERVICES

The FAA shall provide Site Test, Commissioning and/or Periodic Flight Checks of the DCA Air Navigation Aids at such locations and times as requested by the DCA in writing and as mutually agreed upon, under the following conditions:

A. Ground equipment shall be in condition suitable for flight inspection on the scheduled dates. A minimum of ten days advance notice to FAA is required for change in the date of a scheduled flight.

B. The flight inspection procedures used shall conform to the U.S. Standard Flight Inspection Manual and/or in accordance with ICAO Annex 10 for evaluation of Air Navigation Aid Facilities.

C. Within 30 days following the completion of the flight inspections, FAA will provide a written report to the DCA specifying the results of the flight inspection together with appropriate recordings. In addition, the results of the flight inspection will be orally reported immediately after completion of the flight inspection.

D. An officer or engineer designated by the DCA may accompany the aircraft during any or all phases of the flight inspection mission. No additional charge will be made for his carriage. Since no insurance can be provided, he must sign a waiver of liability of the U.S. Government prior to any participation in any flights.

E. The FAA will be provided in advance with a carnet, laissez-passer, or invitation from the DCA, which will serve the following purposes:

1. Constitute a waiver of all airport or other user charges. In the event a waiver of such charges is not possible, the costs incurred will be added to total charges for flight inspection performance.

2. Obviate the posting of bonds, technical equipment declarations, inventories and customs, and other entrance formalities.

F. The FAA may, upon written request, furnish site evaluation ground electronic equipment and/or an electronic engineer to assist in preliminary and final conduct of ground activities directly related to establishment or evaluation of air navigation aids.

G. The DCA will provide the following:

1. All clearances for aircraft and crew as may be required for performance of flight inspection services under this Agreement.

2. A responsible electronic engineer present at the facility during all flight checking operations. An interpreter will be provided if necessary.

3. Detailed charts of the areas to be covered during flight check. Charts to a scale of 1:50,000 should be provided for the immediate area, and to a scale of 1:250,000 and 1:500,000 to a radius of approximately 50 nautical miles.

4. Provision of a permanent marker aligned with Magnetic North within approximately 50 meters from the facility antenna where applicable. This marker will be used by the theodolite operator during flight check.

5. Exact coordinations of all facilities to be checked, including associated facilities such as compass locators, markers, etc.

6. Address all requests for services under this Agreement to:

Federal Aviation Administration
Pacific-Asia Region
Aircraft Management Branch, APC-220
P. O. Box 4009
Honolulu, Hawaii 96813

ARTICLE II - ESTIMATED COSTS AND METHOD OF PAYMENT

A. The DCA will reimburse the FAA for flight inspection services provided under this Agreement at the current hourly rate per aircraft operating hour for FAA aircraft and crew. The FAA will provide written notification to the DCA of hourly rate changes. Unless otherwise specified, such changes will become effective thirty (30) days from the date of the FAA notification. The FAA will determine type of aircraft to be used based on availability. The inspection flight hours shall be increased by the enroute time. Aircraft enroute time within the area will be equitably distributed to users of the services.

B. If electronic engineering assistance is required, charges will be in addition to the flight inspection charges as stipulated by Article II, A.

C. If FAA furnished site evaluation ground equipment is required, the DCA will pay all transportation costs to, from, and between affected sites plus any storage charges found necessary between individual site evaluations. Specific shipping instructions will be determined for each request for services.

D. The Department of Civil Aviation of Singapore hereby identifies the office to which FAA bills should be rendered as:

Director of Civil Aviation
Singapore Airport
Singapore, 19

E. Charges for flight inspection services will be billed to the DCA upon completion or termination of the individual mission. Charges are payable by U.S. dollar check or draft drawn to "U.S. Federal Aviation Administration," and should be forwarded in accordance with billing instructions.

ARTICLE III - LIABILITY

The DCA, on behalf of the Republic of Singapore, agrees to defend any suit brought against the United States, the FAA or any instrumentality or officer of the United States, arising out of work under this Agreement. The DCA, on behalf of the Republic of Singapore, further agrees to hold the United States harmless against any claim by the Republic of Singapore or any agency thereof, or third persons for the personal injury, death, or property damage arising out of work under this Agreement.

ARTICLE IV - AMENDMENTS

Any changes in the services to be furnished under this Agreement shall be formalized by an appropriate written amendment to the Agreement which shall outline in detail the exact nature of the change.

ARTICLE V - EFFECTIVE DATE

This Agreement supersedes Agreement Number NAT-I-337 on this subject and is effective October 1, 1978. It will remain in effect from year to year unless terminated as provided under Article VI of this Agreement. Number NAT-I-733 has been assigned to this Agreement for identification purposes.

ARTICLE VI - REVOCATION

This Agreement may be revoked at any time by either party by giving thirty (30) days notice in writing. The Federal Aviation Administration and the Department of Civil Aviation of Singapore agree to the provisions of this Agreement as indicated by the signatures of their duly authorized officers.

GOVERNMENT OF SINGAPORE DEPARTMENT OF CIVIL AVIATION	FEDERAL AVIATION ADMINISTRATION DEPARTMENT OF TRANSPORTATION UNITED STATES OF AMERICA.
BY: [1]	BY: [2]
TITLE: Director of Civil Aviation	TITLE: Assistant Administrator for International Aviation Affairs (Acting)
DATE:	DATE: AUG 16 1978

[1] Tan Kwang Hung.
[2] Norman H. Plummer.

PANAMA

Aviation: Flight Inspection Services

Memorandum of agreement signed at Washington and Panama August 16 and September 1, 1978;
Entered into force September 1, 1978;
Effective October 1, 1978.

MEMORANDUM OF AGREEMENT

BETWEEN THE

FEDERAL AVIATION ADMINISTRATION
DEPARTMENT OF TRANSPORTATION
UNITED STATES OF AMERICA

AND THE

DEPARTMENT OF CIVIL AVIATION
GOVERNMENT OF PANAMA

WHEREAS, the Federal Aviation Administration, United States of America, hereinafter referred to as the FAA, is in a position to furnish directly services which the Department of Civil Aviation of Panama, hereinafter referred to as the DCA, has requested from the FAA on a reimbursable basis; and

WHEREAS, Section 305 of the Federal Aviation Act of 1958 (49 U.S.C. 1346) and Section 5 of the International Aviation Facilities Act (49 U.S.C. 1154) authorizes the FAA to provide services to foreign governments;

NOW, THEREFORE, the FAA and the DCA mutually agree as follows:

ARTICLE I - DESCRIPTION OF SERVICES

The FAA shall provide Site Test, Commissioning and/or Periodic Flight Checks of the DCA Air Navigation Aids at such locations and times as requested by the DCA in writing and as mutually agreed upon, under the following conditions:

A. Ground equipment shall be in condition suitable for flight inspection on the scheduled dates. A minimum of ten days advance notice to FAA is required for change in the date of a scheduled flight.

B. The flight inspection procedures used shall conform to the U.S. Standard Flight Inspection Manual and/or in accordance with ICAO Annex 10 for evaluation of Air Navigation Aid Facilities.

C. Within 30 days following the completion of the flight inspections, FAA will provide a written report to the DCA specifying the results of the flight inspection together with appropriate recordings. In addition, the results of the flight inspection will be orally reported immediately after completion of the flight inspection.

D. An officer or engineer designated by the DCA may accompany the aircraft during any or all phases of the flight inspection mission. No additional charge will be made for his carriage. Since no insurance can be provided, he must sign a waiver of liability of the U.S. Government prior to any participation in any flights.

E. The FAA will be provided in advance with a carnet, laissez-passer, or invitation from the DCA, which will serve the following purposes:

1. Constitute a waiver of all airport or other user charges. In the event a waiver of such charges is not possible, the costs incurred will be added to total charges for flight inspection performance.

2. Obviate the posting of bonds, technical equipment declarations, inventories and customs, and other entrance formalities.

F. The FAA may, upon written request, furnish site evaluation ground electronic equipment and/or an electronic engineer to assist in preliminary and final conduct of ground activities directly related to establishment or evaluation of air navigation aids.

G. The DCA will provide the following:

1. All clearances for aircraft and crew as may be required for performance of flight inspection services under this Agreement.

2. A responsible electronic engineer present at the facility during all flight checking operations. An interpreter will be provided if necessary.

3. Detailed charts of the areas to be covered during flight check. Charts to a scale of 1:50,000 should be provided for the immediate area, and to a scale of 1:250,000 and 1:500,000 to a radius of approximately 50 nautical miles.

4. Provision of a permanent marker aligned with Magnetic North within approximately 50 meters from the facility antenna where applicable. This marker will be used by the theodolite operator during flight check.

5. Exact coordinations of all facilities to be checked, including associated facilities such as compass locators, markers, etc.

6. Address all requests for services under this Agreement to:

Federal Aviation Administration
Flight Standards National Field Office
Flight Inspection Branch, AFS-570
P. O. Box 25082
6500 S. MacArthur Blvd.
Oklahoma City, Oklahoma 73125

ARTICLE II - ESTIMATED COSTS AND METHOD OF PAYMENT

A. The DCA will reimburse the FAA for flight inspection services provided under this Agreement at the current hourly rate per aircraft operation hour for FAA aircraft and crew. The FAA will provide written notification to the DCA of hourly rate changes. Unless otherwise specified, such changes will become effective thirty (30) days from the date of the FAA notification. The FAA will determine type of aircraft to be used based on availability. The inspection flight hours shall be increased by the enroute time. Aircraft enroute time within the area will be equitably distributed to users of the services.

B. If electronic engineering assistance is required, charges will be in addition to the flight inspection charges as stipulated by Article II, A.

C. If FAA furnished site evaluation ground equipment is required, the DCA will pay all transportation costs to, from, and between affected sites plus any storage charges found necessary between individual site evaluations. Specific shipping instructions will be determined for each request for services.

D. The Department of Civil Aviation of Panama hereby identifies the office to which FAA bills should be rendered as:

Department of Civil Aviation
Apartados 7501 y 7615
Panama 5, Panama

E. Charges for flight inspection services will be billed to the DCA upon completion or termination of the individual mission. Charges are payable by U.S. dollar check or draft drawn to "U.S. Federal Aviation Administration," and should be forwarded in accordance with billing instructions.

ARTICLE III - LIABILITY

The DCA, on behalf of the Government of Panama, agrees to defend any suit brought against the United States, the FAA or any instrumentality or officer of the United States, arising out of work under this Agreement. The DCA, on behalf of the Government of Panama, further agrees to hold the United States harmless against any claim by the Government of Panama or any agency thereof, or third persons for the personal injury, death, or property damage arising out of work under this Agreement.

ARTICLE IV - AMENDMENTS

Any changes in the services to be furnished under this Agreement shall be formalized by an appropriate written amendment to the Agreement which shall outline in detail the exact nature of the change.

ARTICLE V - EFFECTIVE DATE

This Agreement supersedes Agreement Number NAT-I-045 on this subject and is effective October 1, 1978. It will remain in effect from year to year unless terminated as provided under Article VI of this Agreement. Number NAT-I-727 has been assigned to this Agreement for identification purposes.

ARTICLE VI - REVOCATION

This Agreement may be revoked at any time by either party by giving thirty (30) days notice in writing. The Federal Aviation Administration and the Department of Civil Aviation of Panama, agree to the provisions of this Agreement as indicated by the signatures of their duly authorized officers.

DEPARTMENT OF CIVIL AVIATION OF PANAMA	FEDERAL AVIATION ADMINISTRATION DEPARTMENT OF TRANSPORTATION UNITED STATES OF AMERICA
BY: [1]	BY: [2]
TITLE: Director General of Civil Aviation	TITLE: Assistant Administrator for International Aviation Affairs (Acting)
DATE: 1 Aug 1978	DATE: AUG 16 1978

[1] Juan Abad A.
[2] Norman H. Plummer.

REPUBLIC OF CHINA

Aviation: Flight Inspection Services

Memorandum of agreement signed at Washington and Taipei August 21 and October 1, 1978;
Entered into force October 1, 1978.

MEMORANDUM OF AGREEMENT

BETWEEN THE

FEDERAL AVIATION ADMINISTRATION
DEPARTMENT OF TRANSPORTATION
UNITED STATES OF AMERICA

AND THE

CIVIL AERONAUTICS ADMINISTRATION
REPUBLIC OF CHINA

WHEREAS, the Federal Aviation Administration, United States of America, hereinafter referred to as the FAA, is in a position to furnish directly services which the Civil Aeronautics Administration of the Republic of China, hereinafter referred to as the CAA, has requested from the FAA on a reimbursable basis; and

WHEREAS, Section 305 of the Federal Aviation Act of 1958 (49 U.S.C. 1346) and Section 5 of the International Aviation Facilities Act (49 U.S.C. 1154) authorizes the FAA to provide services to foreign governments.

NOW, THEREFORE, the FAA and the CAA mutually agree as follows:

ARTICLE I - DESCRIPTION OF SERVICES

The FAA shall provide Site Test, Commissioning and/or Periodic Flight Checks of the CAA Air Navigation Aids at such locations and times as requested by the CAA in writing and as mutually agreed upon, under the following conditions:

A. Ground equipment shall be in condition suitable for flight inspection on the scheduled dates. A minimum of ten days advance notice to FAA is required for change in the date of a scheduled flight.

B. The flight inspection procedures used shall conform to the U.S. Standard Flight Inspection Manual and/or in accordance with ICAO Annex 10 for evaluation of Air Navigation Aid Facilities.

C. Within 30 days following the completion of the flight inspections, FAA will provide a written report to the CAA specifying the results of the flight inspection together with appropriate recordings. In addition, the results of the flight inspection will be orally reported immediately after completion of the flight inspection.

D. An officer or engineer designated by the CAA may accompany the aircraft during any or all phases of the flight inspection mission. No additional charge will be made for his carriage. Since no insurance can be provided, he must sign a waiver of liability of the U.S. Government prior to any participation in any flights.

E. The FAA will be provided in advance with a carnet, laissez-passer, or invitation from the CAA, which will serve the following purposes:

1. Constitute a waiver of all airport or other user charges. In the event a waiver of such charges is not possible, the costs incurred will be added to total charge for flight inspection performance.

2. Obviate the posting of bonds, technical equipment declarations, inventories and customs, and other entrance formalities.

F. The FAA may, upon written request, furnish site evaluation ground electronic equipment and/or an electronic engineer to assist in preliminary and final conduct of ground activities directly related to establishment or evaluation of air navigation aids.

G. The CAA will provide the following:

1. All clearances for aircraft and crew as may be required for performance of flight inspection services under this Agreement.

2. A responsible electronic engineer present at the facility during all flight checking operations. An interpreter will be provided if necessary.

3. Detailed charts of the areas to be covered during flight check. Charts to a scale of 1:50,000 should be provided for the immediate area, and to a scale of 1:250,000 and 1:500,000 to a radius of approximately 50 nautical miles.

4. Provision of a permanent marker aligned with Magnetic North within approximately 50 meters from the facility antenna where applicable. This marker will be used by the theodolite operator during flight check.

5. Exact coordinations of all facilities to be checked, including associated facilities such as compass locators, markers, etc.

6. Address all requests for services under this Agreement to:

Federal Aviation Administration
Pacific-Asia Region
Aircraft Management Branch, APC-220
P. O. Box 4009
Honolulu, Hawaii 96813

ARTICLE II - ESTIMATED COSTS AND METHOD OF PAYMENT

A. The CAA will reimburse the FAA for flight inspection services provided under this Agreement at the current hourly rate per aircraft operating hour for FAA aircraft and crew. The FAA will provide written notification to the CAA of hourly rate changes. Unless otherwise specified, such changes will become effective thirty (30) days from the date of the FAA notification. The FAA will determine type of aircraft to be used based on availability. The inspection flight hours shall be increased by the enroute time. Aircraft enroute time within the area will be equitably distributed to users of the services.

B. If electronic engineering assistance is required, charges will be in addition to the flight inspection charges as stipulated by Article II, A.

C. If FAA furnished site evaluation ground equipment is required, the CAA will pay all transportation costs to, from, and between affected sites plus any storage charges found necessary between individual site evaluations. Specific shipping instructions will be determined for each request for services.

D. The Civil Aeronautics Administration of the Republic of China, hereby identifies the office to which FAA bills should be rendered as:

Civil Aeronautics Administration
Ministry of Communications
Taipei International Airport
Taipei, Republic of China

E. Charges for flight inspection services will be billed to the CAA upon completion or termination of the individual mission. Charges are payable by U.S. dollar check or draft drawn to "U.S. Federal Aviation Administration," and should be forwarded in accordance with billing instructions.

ARTICLE III - LIABILITY

The CAA, on behalf of the Republic of China, agrees to defend any suit brought against the United States, the FAA or any instrumentality or officer of the United States, arising out of work under this Agreement. The CAA, on behalf of the Republic of China, further agrees to hold the United States harmless against any claim by the Republic of China or any agency thereof, or third persons for the personal injury, death, or property damage arising out of work under this Agreement.

ARTICLE IV - AMENDMENTS

Any changes in the services to be furnished under this Agreement shall be formalized by an appropriate written amendment to the Agreement which shall outline in detail the exact nature of the change.

ARTICLE V - EFFECTIVE DATE

This Agreement supersedes Agreement Number NAT-I-338 on this subject and is effective October 1, 1978. It will remain in effect from year to year unless terminated as provided under Article VI of this Agreement. Number NAT-I-734 has been assigned to this Agreement for identification purposes.

ARTICLE VI - REVOCATION

This Agreement may be revoked at any time by either party by giving thirty (30) days notice in writing. The Federal Aviation Administration and the Civil Aeronautics Administration of the Republic of China agree to the provisions of this Agreement as indicated by the signatures of their duly authorized officers.

REPUBLIC OF CHINA
CIVIL AERONAUTICS ADMINISTRATION

BY: Y. T. Mao [1]
TITLE: Director General, Civil Aeronautics Administration
Ministry of Communications

DATE: October 1 1978

FEDERAL AVIATION ADMINISTRATION
DEPARTMENT OF TRANSPORTATION
UNITED STATES OF AMERICA

BY: Norman H. Plummer [2]
TITLE: Assistant Administrator for International Aviation Affairs (Acting)

DATE: AUG 21 1978

[1] Y. T. Mao.
[2] Norman H. Plummer.

CANADA

Aviation: Flight Inspection Services

Memorandum of agreement signed March 10 and April 1, 1978;
Entered into force April 1, 1978.

MEMORANDUM OF AGREEMENT

BETWEEN THE

FEDERAL AVIATION ADMINISTRATION
DEPARTMENT OF TRANSPORTATION
UNITED STATES OF AMERICA

AND THE

CANADIAN DEPARTMENT OF SUPPLY AND SERVICES

WHEREAS, the Federal Aviation Administration, United States of America, hereinafter referred to as the FAA, is in a position to furnish directly services which the Canadian Department of Supply and Services, hereinafter referred to as the DSS, has requested from the FAA on a reimbursable basis, and,

WHEREAS, Section 305 of the Federal Aviation Act of 1958 (49 U.S.C. 1346) and Section 5 of the International Aviation Facilities Act (49 U.S.C. 1154) authorizes the FAA to provide services to foreign governments.

NOW, THEREFORE, the FAA and the DSS mutually agree as follows:

ARTICLE I - Description of Services

The FAA shall provide Site Test, Commissioning and/or Periodic Flight Checks of DSS Air Navigation Aids at such locations and times as requested by the DSS in writing and as mutually agreed upon, under the following conditions:

A. Ground equipment shall be in condition suitable for flight inspection on the scheduled dates. A minimum of ten days advance notice to FAA is required for change in the date of a scheduled flight.

B. The flight inspection procedures used shall conform to the U.S. Standard Flight Inspection Manual and/or in accordance with ICAO Annex 10 for evaluation of Air Navigation Aid Facilities.

C. Within 30 days following the completion of the flight inspections, FAA will provide a written report to the DSS specifying the results of the flight inspection together with appropriate recordings. In addition, the results of the flight inspection will be orally reported immediately after completion of the flight inspection.

D. An officer or engineer designated by the DSS may accompany the aircraft during any or all phases of the flight inspection mission. No additional charge will be made for his carriage. Since no insurance can

be provided, he must sign a waiver of liability of the U.S. Government prior to any participation in any flights.

E. The FAA will be provided in advance with a carnet, laissez-passer, or invitation from the DSS, which will serve the following purposes:

1. Constitute a waiver of airport or other user charges. In the event a waiver of such charges is not possible, the costs incurred will be added to total charge for flight inspection performance.

2. Obviate the posting of bonds, technical equipment declarations, inventories and customs, and other entrance formalities.

F. The FAA may, upon written request, furnish site evaluation ground electronic equipment and/or an electronic engineer to assist in preliminary and final conduct of ground facilities directly related to establishment or evaluation of air navigation aids.

G. The DSS will provide the following:

1. All clearances for aircraft and crew as may be requested for performance of flight inspection services under this Agreement.

2. A responsible electronic engineer present at the facility during all flight checking operations. An interpreter will be provided if necessary.

3. Detailed charts of the areas to be covered during flight check. Charts to scale of 1:50,000 should be provided for the immediate area, and to a scale of 1:250,000 and 1:500,000 to a radius of approximately 50 nautical miles.

4. Provision of a permanent marker aligned with Magnetic North within approximately 50 meters from the facility antenna where applicable. This marker will be used by the theodolite operator during flight check.

5. Exact coordinates of all facilities to be checked, including associated facilities such as compass locators, markers, etc.

6. Address all requests for services under this Agreement to:

Federal Aviation Administration
Flight Inspection Group, AFRA-20
Siesmayerstrasse 21
6000 Frankfurt am Main 1
West Germany

ARTICLE II - Estimated Costs and Method of Payment

A. The DSS will reimburse the FAA for flight inspection services provided under this Agreement at the current hourly rate per aircraft

operating hour for FAA aircraft and crew. The FAA will provide written notifications to the DSS of hourly rate changes. Unless otherwise specified, such changes will become effective thirty (30) days from the date of the FAA notification. The FAA will determine type of aircraft to be used based on availability. The inspection flight hours shall be increased by the enroute time. Aircraft enroute time within the area will be equitably distributed to users of the services.

B. If electronic engineering assistance is required, charges will be in addition to the flight inspection charges as stipulated by Article II,A.

C. If FAA furnished site evaluation ground equipment is required, the DSS will pay all transportation costs to, from, and between affected sites plus any storage charges found necessary between individual site evaluations. Specific shipping instructions will be determined for each request for services.

D. The Canadian Department of Supply and Services hereby identifies the office to which FAA bills should be rendered as:

Commander, Communication Group Europe

7630 LAHR/Schwarzwald, CFPO 5000

Federal Republic of Germany

E. Charges for flight inspection services will be billed to the DSS upon completion or termination of the individual mission. Charges are payable by U.S. dollar check or draft drawn to "U.S. Federal Aviation Administration," and should be forwarded in accordance with billing instructions.

ARTICLE III - Liability

The DSS on behalf of the Government of Canada, agrees to defend any suit brought against the United States, the FAA, or any instrumentality or officer of the United States arising out of work under this Agreement. The DSS, on behalf of the Government of Canada, further agrees to hold the United States, the FAA and any instrumentality or officer of the United States harmless against any claim by the Government of Canada or any agency thereof, or third persons for the personal injury, death or property damage arising out of work under this agreement.

ARTICLE IV - Amendments

Any changes in the services to be furnished under this Agreement shall be formalized by an appropriate written amendment to the Agreement which shall outline in detail the exact nature of the change.

ARTICLE V - Effective Date

This Agreement supersedes Agreement numbered WO-I-001 on this subject and is effective April 1, 1978. It will remain in effect from year to year unless terminated as provided under Article VI of this Agreement. Number WO-I-173 has been assigned to this Agreement for identification purposes.

ARTICLE VI - Revocation

This Agreement may be revoked at any time by either party by giving thirty (30) days notice in writing. The Federal Aviation Administration and the Canadian Department of Supply and Services agree to the provisions of this Agreement as indicated by the signatures of their duly authorized officers.

CANADIAN DEPARTMENT OF SUPPLY AND SERVICES	FEDERAL AVIATION ADMINISTRATION DEPARTMENT OF TRANSPORTATION UNITED STATES OF AMERICA
BY: [1]	BY: [2]
TITLE: Supply Manager	TITLE: Assistant Administrator for International Aviation Affairs
DATE: April -1. 1978	DATE: MAR 10 1978

[1] Gaston Doms.
[2] C. O. Cary.

NETHERLANDS

Aviation: Flight Inspection Services

Memorandum of agreement signed at Washington and The Hague March 10 and June 15, 1978;
Entered into force June 15, 1978;
Effective April 1, 1978.

MEMORANDUM OF AGREEMENT

BETWEEN THE

FEDERAL AVIATION ADMINISTRATION
DEPARTMENT OF TRANSPORTATION
UNITED STATES OF AMERICA

AND THE

DEPARTMENT OF CIVIL AVIATION OF THE NETHERLANDS

WHEREAS, the Federal Aviation Administration, United States of America, hereinafter referred to as the FAA, is in a position to furnish directly services which the Department of Civil Aviation of the Netherlands, hereinafter referred to as the RLD, has requested from the FAA on a reimbursable basis, and,

WHEREAS, Section 305 of the Federal Aviation Act of 1958 (49 U.S.C. 1346) and Section 5 of the International Aviation Facilities Act (49 U.S.C. 1154) authorizes the FAA to provide services to foreign governments.

NOW, THEREFORE, the FAA and the RLD mutually agree as follows:

ARTICLE I - Description of Services

The FAA shall provide Site Test, Commissioning and/or Periodic Flight Checks of the RLD Air Navigation Aids at such locations and times as requested by the RLD in writing and as mutually agreed upon, under the following conditions:

A. Ground equipment shall be in condition suitable for flight inspection on the scheduled dates. A minimum of ten days advance notice to FAA is required for change in the date of a scheduled flight.

B. The flight inspection procedures used shall conform to the U.S. Standard Flight Inspection Manual and/or in accordance with ICAO Annex 10 for evaluation of Air Navigation Aid Facilities.

C. Within 30 days following the completion of the flight inspections, FAA will provide a written report to the RLD specifying the results of the flight inspection together with appropriate recordings. In addition, the results of the flight inspection will be orally reported immediately after completion of the flight inspection.

D. An officer or engineer designated by the RLD may accompany the aircraft during any or all phases of the flight inspection mission. No additional charge will be made for his carriage. Since no insurance can

be provided, he must sign a waiver of liability of the U.S. Government prior to any participation in any flights.

E. The FAA will be provided in advance with a carnet, laissez-passer, or invitation from the RLD, which will serve the following purposes:

1. Constitute a waiver of all airport or other user charges. In the event a waiver of such charges is not possible, the costs incurred will be added to total charge for flight inspection performance.

2. Obviate the posting of bonds, technical equipment declarations, inventories and customs, and other entrance formalities.

F. The FAA may, upon written request, furnish site evaluation ground electronic equipment and/or and electronic engineer to assist in preliminary and final conduct of ground activities directly related to establishment or evaluation of air navigation aids.

G. The RLD will provide the following:

1. All clearances for aircraft and crew as may be required for performance of flight inspection services under this Agreement.

2. A responsible electronic engineer present at the facility during all flight checking operations. An interpreter will be provided if necessary.

3. Detailed charts of the areas to be covered during flight check. Charts to a scale of 1:50,000 should be provided for the immediate area, and to a scale of 1:250,000 and 1:500,000 to a radius of approximately 50 nautical miles.

4. Provision of a permanent marker aligned with Magnetic North within approximately 50 meters from the facility antenna where applicable. This marker will be used by the theodolite operator during flight check.

5. Exact coordinates of all facilities to be checked, including associated facilities such as compass locators, markers, etc.

6. Address all requests for services under this Agreement to:

Federal Aviation Administration
Flight Inspection Group, AFRA-20
Siesmayerstrasse 21
6000 Frankfurt am Main 1
West Germany

ARTICLE II — Estimated Costs and Method of Payment

A. The RLD will reimburse the FAA for flight inspection services provided under this Agreement at the current hourly rate per aircraft

operating hour for FAA aircraft and crew. The FAA will provide written notification to the RLD of hourly rate changes. Unless otherwise specified, such changes will become effective thirty (30) days from the date of the FAA notification. The FAA will determine type of aircraft to be used based on availability. The inspection flight hours shall be increased by the enroute time. Aircraft enroute time within the area will be equitably distributed to users of the services.

B. If electronic engineering assistance is required, charges will be in addition to the flight inspection charges as stipulated by Article II,A.

C. If FAA furnished site evaluation ground equipment is required, the RLD will pay all transportation costs to, from, and between affected sites plus any storage charges found necessary between individual site evaluations. Specific shipping instructions will be determined for each request for services.

D. The Department of Civil Aviation of the Netherlands hereby identifies the office to which FAA bills should be rendered as:

"Rijksluchtvaartdienst,
"Plesmanweg 1,
"'s-Gravenhage, Netherlands.

E. Charges for flight inspection services will be billed to the RLD upon completion or termination of the individual mission. Charges are payable by U.S. dollar check or draft drawn to "U.S. Federal Aviation Administration," and should be forwarded in accordance with billing instructions.

ARTICLE III - Liability.

The RLD, on behalf of the Government of the Netherlands, agrees to defend any suit brought against the United States, the FAA or any instrumentality or officer of the United States arising out of work under this Agreement. The RLD, on behalf of the Government of the Netherlands, further agrees to hold the United States, the FAA, and any instrumentality or officer of the United States harmless against any claim by the Government of the Netherlands or any agency thereof, or third persons for the personal injury, death, or proerty damage arising out of work under this Agreement.

ARTICLE IV - Amendments

Any changes in the services to be furnished under this Agreement shall be formalized by an appropriate written amendment to the Agreement which shall outline in detail the exact nature of the change.

ARTICLE V - Effective Date

This agreement supersedes Agreement numbered NAT-I-021 on this subject and is effective April 1, 1978. It will remain in effect from year to year unless terminated as provided under Article VI of this Agreement. Number WO-I-176 has been assigned to this Agreement for identification purposes.

ARTICLE VI - Revocation

This Agreement may be revoked at any time by either party by giving thirty (30) days notice in writing. The Federal Aviation Administration and the Department of Civil Aviation of the Netherlands agree to the provisions of this Agreement as indicated by the signatures of their duly authorized officers.

DEPARTMENT OF CIVIL AVIATION OF THE NETHERLANDS	FEDERAL AVIATION ADMINISTRATION DEPARTMENT OF TRANSPORTATION UNITED STATES OF AMERICA
BY: [1]	BY: [2]
TITLE: Director of Air Traffic Services and Telecommunications	TITLE: Assistant Administrator for International Aviation Affairs
DATE: 15 June 1978	MAR 10 1978

[1] J. G. ten Velden
[2] C. O. Cary.

AUSTRIA

Aviation: Flight Inspection Services

Memorandum of agreement signed at Washington and Vienna March 10 and June 22, 1978;
Entered into force June 22, 1978;
Effective April 1, 1978.

MEMORANDUM OF AGREEMENT

BETWEEN THE

FEDERAL AVIATION ADMINISTRATION
DEPARTMENT OF TRANSPORTATION
UNITED STATES OF AMERICA

AND THE

AUSTRIAN BUNDESAMT FUER ZIVILLUFTFAHRT

WHEREAS, the Federal Aviation Administration, United States of America, hereinafter referred to as the FAA, is in a position to furnish directly services which the Austrian Bundesamt fuer Zivilluftfahrt, hereinafter referred to as the BAZ, has requested from the FAA on a reimbursable basis, and,

WHEREAS, Section 305 of the Federal Aviation Act of 1958 (49 U.S.C. 1346) and Section 5 of the International Aviation Facilities Act (49 U.S.C. 1154) authorizes the FAA to provide services to foreign governments.

NOW, THEREFORE, the FAA and the BAZ mutually agree as follows:

ARTICLE I – Description of Services

The FAA shall provide Site Test, Commissioning and/or Periodic Flight Checks of BAZ Air Navigation Aids at such locations and times as requested by the BAZ in writing and as mutually agreed upon, under the following conditions:

A. Ground equipment shall be in condition suitable for flight inspection on the scheduled dates. A minimum of ten days advance notice to FAA is required for change in the date of a scheduled flight.

B. The flight inspection procedures used shall conform to the U.S. Standard Flight Inspection Manual and/or in accordance with ICAO Annex 10 for evaluation of Air Navigation Aid Facilities.

C. Within 30 days following the completion of the flight inspections, FAA will provide a written report to the BAZ specifying the results of the flight inspection together with appropriate recordings. In addition, the results of the flight inspection will be orally reported immediately after completion of the flight inspection.

D. An officer or engineer designated by the BAZ may accompany the aircraft during any or all phases of the flight inspection mission. No additional charge will be made for his carriage. Since no insurance can

be provided, he must sign a waiver of liability of the U.S. Government prior to any participation in any flights.

E. The FAA will be provided in advance with a carnet, laissez-passer, or invitation from the BAZ, which will serve the following purposes:

1. Constitute a waiver of airport or other user charges. In the event a waiver of such charges is not possible, the costs incurred will be added to total charge for flight inspection performance.

2. Obviate the posting of bonds, technical equipment declarations, inventories and customs, and other entrance formalities.

F. The FAA may, upon written request, furnish site evaluation ground electronic equipment and/or an electronic engineer to assist in preliminary and final conduct of ground activities directly related to establishment or evaluation of air navigation aids.

G. The BAZ will provide the following:

1. All clearances for aircraft and crew as may be required for performance of flight inspection services under this Agreement.

2. A responsible electronic engineer present at the facility during all flight checking operations. An interpreter will be provided if necessary.

3. Detailed charts of the areas to be covered during flight check. Charts to scale of 1:50,000 should be provided for the immediate area, and to a scale of 1:250,000 and 1:500,000 to a radius of approximately 50 nautical miles.

4. Provision of a permanent marker aligned with Magnetic North within approximately 50 meters from the facility antenna where applicable. This marker will be used by the theodolite operator during flight check.

5. Exact coordinates of all facilities to be checked, including associated facilities such as compass locators, markers, etc.

6. Address all requests for services under this Agreement to:

Federal Aviation Administration
Flight Inspection Group, AFRA-20
Siesmayerstrasse 21
6000 Frankfurt am Main 1
West Germany

ARTICLE II – Estimated Costs and Method of Payment

A. The BAZ will reimburse the FAA for flight inspection services provided under this Agreement at the current hourly rate per aircraft

operating hour for FAA aircraft and crew. The FAA will provide written notification to the BAZ of hourly rate changes. Unless otherwise specified, such changes will become effective thirty (30) days from the date of the FAA notification. The FAA will determine type of aircraft to be used based on availability. The inspection flight hours shall be increased by the enroute time. Aircraft enroute time within the area will be equitably distributed to users of the service.

B. If electronic engineering assistance is required, charges will be in addition to the flight inspection charges as stipulated by Article II, A.

C. If FAA furnished site evaluation ground equipment is required, the BAZ will pay all transportation costs to, from, and between affected sites plus any storage charges found necessary between individual site evaluations. Specific shipping instructions will be determined for each request for services.

D. The Budesamt fuer Zivilluftfahrt hereby identifies the office to which FAA bills should be rendered as:

Bundesamt für Zivilluftfahrt

Schnirchgasse 9

A-1030 Wien, Austria

E. Charges for flight inspection services will be billed to the BAZ upon completion or termination of the individual mission. Charges are payable by U.S. dollar check or draft drawn to "U.S. Federal Aviation Administration," and should be forwarded in accordance with billing instructions.

ARTICLE III - Liability

The BAZ, on behalf of the Government of Austria, agrees to defend any suit brought against the United States, the FAA, or any instrumentality or officer of the United States arising out of work under this Agreement. The BAZ, on behalf of the Government of Austria, further agrees to hold the United States, the FAA, and any instrumentality or officer of the United States harmless against any claim by the Government of Austria or any agency thereof, or third persons for the personal injury, death, or property damage arising out of work under this Agreement.

ARTICLE IV - Amendments

Any changes in the services to be furnished under this Agreement shall be formalized by an appropriate written amendment to the Agreement

which shall outline in detail the exact nature of the change.

ARTICLE V - Effective Date

This Agreement supersedes Agreement numbered NAT-I-002 on this subject and is effective April 1, 1978. It will remain in effect from year to year unless terminated as provided under Article VI of this Agreement. Number WO-I-175 has been assigned to this Agreement for identification purposes.

ARTICLE VI - Revocation

This Agreement may be revoked at any time by either party by giving thirty (30) days notice in writing. The Federal Aviation Administration and the Austrian Bundesamt fuer Zivilluftfahrt agree to the provisions of this Agreement as indicated by the signatures of their duly authorized officers.

AUSTRIAN BUNDESAMT FUER ZIVILLUFTFAHRT	FEDERAL AVIATION ADMINISTRATION DEPARTMENT OF TRANSPORTATION UNITED STATES OF AMERICA
BY: [1]	BY: [2]
TITLE: President	TITLE: Assistant Administrator for International Aviation Affairs
DATE: 6-22-1978	DATE: MAR 10 1978

[1] F. Lang.
[2] C. O. Cary.

PORTUGAL

Aviation: Flight Inspection Services

Memorandum of agreement signed at Washington and Lisbon March 10 and April 13, 1978;
Entered into force April 13, 1978;
Effective April 1, 1978.

MEMORANDUM OF AGREEMENT

BETWEEN THE

FEDERAL AVIATION ADMINISTRATION
DEPARTMENT OF TRANSPORTATION
UNITED STATES OF AMERICA

AND THE

PORTUGUESE CIVIL AVIATION ADMINISTRATION

WHEREAS, the Federal Aviation Administration, United States of America, hereinafter referred to as the FAA, is in a position to furnish directly services which the Portuguese Civil Aviation Administration, hereinafter referred to as the PCAA, has requested from the FAA on a reimbursable basis, and,

WHEREAS, Section 305 of the Federal Aviation Act of 1958 (49 U.S.C. 1346) and Section 5 of the International Aviation Facilities Act (49 U.S.C. 1154) authorizes the FAA to provide services to foreign governments.

NOW, THEREFORE, the FAA and the PCAA mutually agree as follows:

ARTICLE I - Description of Services

The FAA shall provide Site Test, Commissioning and/or Periodic Flight Checks of PCAA Air Navigation Aids at such locations and times as requested by the PCAA in writing and as mutually agreed upon, under the following conditions:

A. Ground equipment shall be in a condition suitable for flight inspection on the scheduled dates. A minimum of ten (10) days advance notice to FAA is required for change in the date of a scheduled flight.

B. The flight inspection procedures used shall conform to the U.S. Standard Flight Inspection Manual and/or in accordance with ICAO Annex 10 for evaluation of Air Navigation Aid Facilities.

C. Within thirty (30) days following the completion of the flight inspections, FAA will provide a written report to the PCAA specifying the results of the flight inspection, together with appropriate recordings. In addition, the results of the flight inspection will be orally reported immediately after completion of the flight inspection.

D. An officer or engineer designated by the PCAA may accompany the aircraft during any or all phases of the flight inspection mission. No additional charge will be made for his carriage. Since no insurance can

be provided, he must sign a waiver of liability of the U.S. Government prior to any participation in any flights.

E. The FAA will be provided in advance with a carnet, laissez-passer, or invitation from the PCAA, which will serve the following purposes:

1. Constitute a waiver of airport or other user charges. In the event a waiver of such charges is not possible, the costs incurred will be added to total charge for flight inspection performance.

2. Obviate the posting of bonds, technical equipment declarations, inventories and customs, and other entrance formalities.

F. The FAA may, upon written request, furnish site evaluation ground electronic equipment and/or an electronic engineer to assist in preliminary and final conduct of ground activities directly related to establishment or evaluation of air navigation aids.

G. The PCAA will provide the following:

1. All clearances for aircraft and crew as may be required for performance of flight inspection services under this Agreement.

2. A responsible electronic engineer present at the facility during all flight checking operations. An interpreter will be provided if necessary.

3. Detailed charts of the areas to be covered during flight check. Charts to scale of 1:50,000 should be provided for the immediate area, and to a scale of 1:250,000 and 1:500,000 to a radius of approximately 50 nautical miles.

4. Provision of a permanent marker aligned with Magnetic North within approximately 50 meters from the facility antenna where applicable. This marker will be used by the theodolite operator during flight check.

5. Exact coordinates of all facilities to be checked, including associated facilities such as compass locators, markers, etc.

6. Address all requests for services under this Agreement to:

Federal Aviation Administration
Flight Inspection Group, AFRA-20
Siesmayerstrasse 21
6000 Frankfurt am Main 1
West Germany

ARTICLE II - Estimated Costs and Method of Payment

A. The PCAA will reimburse the FAA for flight inspection services provided under this Agreement at the current hourly rate per aircraft

operating hour for FAA aircraft and crew. The FAA will provide written notification to the PCAA of hourly rate changes. Unless otherwise specified, such changes will become effective thirty (30) days from the date of the FAA notification. The FAA will determine type of aircraft to be used based on availability. The inspection flight hours shall be increased by the enroute time. Aircraft enroute time within the area will be equitably distributed to users of the services.

B. If electronic engineering assistance is required, charges will be in addition to the flight inspection charges as stipulated by Article II, A.

C. If FAA-furnished site evaluation ground equipment is required, the PCAA will pay all transportation costs to, from, and between affected evaluations. Specific shipping instructions will be determined for each request for services.

D. The Portuguese Civil Aviation Administration hereby identifies the office to which FAA bills should be rendered as:

Direcção-Geral da Aeronáutica Civil
Av. da Liberdade 204-2° Esq°
Lisboa

E. Charges for flight inspection services will be billed to the PCAA upon completion or termination of the individual mission. Charges are payable by U.S. dollar check or draft drawn to "U.S. Federal Aviation Administration," and should be forwarded in accordance with billing instructions.

ARTICLE III - Liability

The PCAA, on behalf of the Government of Portugal, agrees to defend any suit brought against the United States, the FAA, or any instrumentality or officer of the United States arising out of work under this Agreement. The PCAA, on behalf of the Government of Portugal, further agrees to hold the United States, the FAA, and any instrumentality or officer of the United States harmless against any claim by the Government of Portugal or any agency thereof, or third persons for the personal injury, death, or property damage arising out of work under this Agreement.

ARTICLE IV - Amendments

Any changes in the services to be furnished under this Agreement shall be formalized by an appropriate written amendment to the Agreement which shall outline in detail the exact nature of the change.

ARTICLE V - Effective Date

This Agreement supersedes Agreement numbered NAT-I-020 on this subject and is effective April 1, 1978. It will remain in effect from year to year unless terminated as provided under Article VI of this Agreement. Number WO-I-174 has been assigned to this Agreement for identification purposes.

ARTICLE VI - Revocation

This Agreement may be revoked at any time by either party by giving thirty (30) days notice in writing. The Federal Aviation Administration and the Portuguese Civil Aviation Administration agree to the provisions of this Agreement as indicated by the signatures of their duly authorized officers.

PORTUGUESE CIVIL AVIATION ADMINISTRATION	FEDERAL AVIATION ADMINISTRATION DEPARTMENT OF TRANSPORTATION UNITED STATES OF AMERICA
BY: [1]	BY: [2]
TITLE: Director General of Aviation	TITLE: Assistant Administrator for International Aviation Affairs
DATE: APR 13 1978	DATE: MAR 10 1978

[1] Da Costa Bastos
Director General of Civil Aviation.
[2] C. O. Cary.

FEDERAL REPUBLIC OF GERMANY

Defense: Production of AIM-9L Sidewinder Missile System

Memorandum of understanding signed at Washington October 7, 1977;
Entered into force October 14, 1977.
And amending agreement
Signed at Washington and Bonn March 17 and April 21, 1978;
Entered into force April 21, 1978.

MEMORANDUM OF UNDERSTANDING BETWEEN THE FEDERAL REPUBLIC OF GERMANY REPRESENTED BY THE MINISTRY OF DEFENSE AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA REPRESENTED BY THE DEPARTMENT OF DEFENSE FOR COPRODUCTION AND SALE OF THE SIDEWINDER (AIM-9L) MISSILE SYSTEM

Preamble

To achieve standardization of weapon systems for the air-to-air role the Federal Republic of Germany (FRG) decided to terminate the development of the viper missile system and adopt the Sidewinder AIM-9L as the common system. This decision was based on the declaration and willingness on the part of the Government of the United States (USG), as borne out in the "Agreement between the United States Department of the Navy and the Federal Minister of Defense on AIM-9L" dated 14 February 1975,[1] to provide the necessary technical data and support for coproduction in Europe of the AIM-9L Missile System as soon as the weapon was designated as the primary short range air-to-air missile for the U.S. Air Force and the U.S. Navy.

Referring to the letter from Secretary of Defense Rumsfeld, dated 2 December 1976,[2] to Bundesminister Leber, this Memorandum of Understanding (MOU) between the USG, represented by the Depart-

---

[1] TIAS 8987; 29 UST.
[2] Not printed.

ment of Defense (DOD) and the FRG, represented by the Ministry of Defense (MOD), concerns the coproduction and sale of the Sidewinder (AIM-9L) Missile System and its components, as defined in Annex "A" [1] for the purpose of equipping the German and Norwegian Armed Forces with a missile system standard to the armed forces of these Governments.

ARTICLE I – Scope and Objective

The USG authorizes, and agrees to support as stipulated herein, the FRG to evaluate for national purposes and to buy and produce or have produced, together with the Government of Norway and such other NATO governments (coproducers) as may be authorized by the USG pursuant to the provisions of this MOU, the complete AIM-9L system, with the exception of the production of the Active Optical Target Detector (AOTD) fuze.

ARTICLE II – Sale and Coproduction of the AIM-9L Missile System

A. Subject to U.S. laws and regulations:

1. The USG agrees to sell to the FRG the Production Technical Data Package (hereinafter referred to as the PTDP) pertaining to the components listed in Annex "B"[1] hereto. The PTDP will not include the fuze (AOTD) manufacturing data. Technical and cost information to be used for the purposes of evaluation of system effectiveness including cost and performance will be provided by the USG upon request of the FRG. Fuze (AOTD) information less manufacturing data will be supplied for the purposes of system evaluation and integration.

2. The USG agrees to extend to the FRG the right to use this PTDP for production purposes without payment to the USG of any royalty and/or share of development including test and evaluation costs. The USG will make every effort to meet FRG AOTD delivery requirements.

3. The USG agrees to sell Sidewinder AIM-9L Missile Systems, components, and related supplies and services, including the fuze (AOTD), to the FRG. The delivery schedule for the AOTD will be agreed upon by the parties hereto and be set forth in the applicable Letter of Offer and Acceptance (LOA). No royalty and/or share of development, including test and evaluation costs, will be included in the price.

4. The USG undertakes, subject to reimbursement by the FRG, to supply technical assistance for the production and maintenance program for the duration of the FRG program.

B. In accordance with the Arms Export Control Act,[2] all supplies and services including the PTDP to be furnished by the USG to the FRG will be the subject of separate Letters of Offer and Acceptance (LOA) (DD Form 1513) and to the extent of any inconsistencies be-

[1] Not printed.
[2] 82 Stat. 1320; 22 U.S.C. § 2751 note.

tween this MOU and such LOA, the LOA will govern. However, the USG agrees that the provisions of this MOU will prevail over any additional terms, notes and conditions that may be appended to the LOA's specifically to implement this program.

C. The FRG agrees that technical information and data covered by this MOU will not be transferred to any third country, organization or person, other than to Norway and such other NATO coproducers as referred to in Article 1, except that, in regard to the Guidance and Control Section (GCS), there will be no transfer to any third country of technical information and data on the Refrigerated Detector Unit and the Gyro Assembly."

D. The FRG agrees that no items covered by this MOU will be manufactured by the FRG for sale or transfer to any person, organization, or third country without the prior written consent of the USG, except that the USG hereby consents to such sale or transfer to the Government of Norway and any subsequent agreed-to NATO coproducers so long as the particular government is a participant in such manufacture. The USG agrees, however, to give sympathetic consideration to proposed FRG transfers of items produced under this MOU to NATO countries for their defense purposes.

ARTICLE III – Manufacture

The USG recognizes that direct contractual arrangements may be made between manufacturers involved in the coproduction program in furtherance of this MOU. The USG will use its best efforts to facilitate the negotiation of such contracts provided the contracts are not inconsistent with the terms of this MOU and are in accordance with U.S. laws.

ARTICLE IV – Security

A. To the extent that any items, plans, specifications, or information furnished in connection with this transaction are classified by the USG for security purposes, the FRG shall maintain a similar classification and employ all measures necessary to preserve such security equivalent to those measures employed by the USG throughout the period during which the USG may maintain such classification.

B. The operating procedures for the implementation of the General Security Agreement between the two Governments, including the Industrial Security Agreement between the U.S. Department of Defense and the FRG Ministry of Defense, apply to activities under this MOU.

ARTICLE V – Authorized Use of Documentation

A. All technical data provided pursuant to Article II above for the AOTD and Guidance Control Section (GCS) will be kept separate from that pertaining to all other missile components.

B. 1. The USG will use its best efforts to furnish the FRG a PTDP that is accurate, adequate, and complete; however, the USG does not

guarantee the accuracy or completeness of the PTDP drawings and production data provided to the FRG by the USG.

2. Any procurement by the FRG directly from USG contractors will be subject to U.S. laws and regulations. The USG cannot guarantee the accuracy, adequacy, or completeness of any documentation provided by a U.S. contractor(s) under terms of direct agreements between the FRG and/or their selected contractor(s).

C. Within the scope of Article II, the FRG is authorized to use for evaluation, production, maintenance, repair, training and overhaul purposes documentation furnished by the USG to the extent of the rights of the USG therein, except that technical data pertaining to fuze (AOTD) may be used only for evaluation, organizational and intermediate maintenance, and training.

D. This authorization (paragraph C above) does not in any way constitute a license to make, use, or sell the subject matter of any inventions, technical information, or know-how owned by third parties which may be embodied or described in the documentation.

E. As to the technical data and other information, reproduction rights, inventions and licenses therefor, not owned or controlled by the United States, the USG will use its best efforts to assist the FRG, Norway, and subsequently agreed-to NATO coproducers in identifying and negotiating production and license rights on fair and reasonable terms, to produce or have produced by the FRG, Norway, and subsequently agreed-to NATO coproducers, in accordance with this program, AIM-9L Missile Systems including components, assemblies and parts therefor.

F. The FRG agrees that all technical data and documentation provided by the USG, in accordance with this MOU and related LOA's, or by U.S. manufacturers as mentioned under Article III, will be used, subject to paragraph C above, only for the coproduction purposes of this MOU. To achieve this end, the FRG may release the technical data and documentation to the Government of Norway, and to subsequently agreed-to NATO coproducers as may be authorized in accordance with the provision of this MOU, and all contractors involved in the coproduction under this MOU, provided that the FRG and Norway and each authorized recipient will not further release or use such data and documentation for any purpose other than the coproduction purposes of this MOU without the written approval of the USG.

ARTICLE VI – Exchange of Technical Information and Utilization of Inventions

A. The FRG will periodically report to, and at the request of the United States Administrative Representative, furnish in the existing format, at no cost except reproduction costs, to the USG all technical information and data concerning design and manufacturing changes, development modifications, and improvements developed under this coproduction program and incorporated into the AIM-9L Missile

System by the FRG, or the Government of Norway, or subsequently agreed-to NATO coproducers in accordance with Article X (Standardization).

B. The FRG agrees to furnish, at no cost except reproduction cost, to the USG technical information and data on inventions or discoveries, whether or not patentable, conceived or first actually reduced to practice in the performance of contracts for the production of the AIM-9L Missile System and/or components thereof in the FRG, Norway, and in the countries of other subsequently agreed-to NATO coproducers and a royalty-free right to use the same worldwide for defense purposes, including Security Assistance Programs of the USG.

C. Subject to U.S. laws and regulations, the USG will periodically report to, and at the request of the German Administrative Representative, furnish, at no cost except reproduction cost, to the FRG, Norway and subsequently agreed-to NATO coproducers, except as it pertains to the fuze (AOTD) and major performance changes not intended to be incorporated in the AIM-9L (the ongoing USG AIM-9L Product Improvement Program), technical information and data concerning design and manufacturing changes, development modification, and improvements incorporated into the AIM-9L Missile System.

D. Subject to U.S. laws and regulations, the USG agrees to furnish, insofar as it has the right to do so, at no cost except reproduction costs, to the FRG and Norway technical information and data information on inventions or discoveries whether or not patentable, conceived or first actually reduced to practice in the performance of contracts in the U.S. for the production of the AIM-9L Missile System and/or components thereof except for the fuze (AOTD) and major performance changes (the ongoing USG AIM-9L Product Improvement Program), and, insofar as it has the right to do so, a royalty-free right to use the same for the coproduction program.

E. The FRG agrees to require Norway and all FRG and Norwegian contractors and any subsequently agreed-to coproducers and all contractors involved in this program to furnish to the FRG or the USG, as appropriate, such data as the FRG has agreed to furnish or caused to be furnished to the USG under this Article VI.

ARTICLE VII – USG Purchases

A. The FRG agrees that the USG will have the right to make purchases in the FRG of AIM-9L Missile components, assemblies and parts thereof. In addition, the FRG agrees to use its good offices to assist the USG in obtaining Norwegian produced items from Norwegian sources.

B. Prices of items purchased by or for the USG, or with funds derived through the Security Assistance Program or other USG programs, will not include royalties or other payments for the use of practice of inventions, designs, patents, technical data, etc., which the

USG already has the right to use, disclose, or practice, which are in the public domain or which the USG has been given without restriction upon its use or disclosure to others, or is otherwise entitled to use without the payment of royalties and/or other fees.

ARTICLE VIII – Use of USG-owned Production and Research Property

In accordance with U.S. laws and regulations, the USG may approve the use of USG-owned production and research property in the possession of U.S. contractors on direct contracts between U.S. contractors and the FRG and Norway or subcontracts thereunder.

ARTICLE IX – Lease of AIM-9L Systems and Components

The USG agrees to consider the lease of AIM-9L Systems and/or components to the FRG. The terms and conditions will be set forth in a separate arrangement to be negotiated by the two Governments and will conform to standard policies and regulations of the USG.

ARTICLE X – Standardization

The USG and FRG agree to seek an optimum level of standardization (form, fit, and function) of the AIM-9L system with the objective of maintaining a common configuration, and at least, physical interchangeability to the maximum extent feasible.

A. The FRG agrees that consistent with its national security prerogatives, the AIM-9L Missile System will be produced in the FRG in conformance with drawings, specifications and changes thereto furnished for its production as set forth in ANNEX A.

B. The authorities to be nominated and authorized pursuant to Article XI will determine and continually monitor interchangeability and compatibility of the elements of the system.

C. Modifications and improvements to the U.S. baseline configuration of the type affecting interchangeability or functional compatibility will be performed only upon consultation by the appropriate authorities of the two countries except when national security prerogatives demand unilateral decision to be taken by one government for its armed forces. A representative of the FRG shall be a member of the AIM-9L Configuration Control Board (CCB) for the duration of this program. Under the authority of the U.S. Navy, this board will consider, evaluate and make decisions on behalf of the parties to this MOU.

ARTICLE XI – Implementation

As soon as possible after signature of this MOU, the authorized representatives of the USG (DOD) and the FRG (FMOD) shall meet and agree upon an implementing arrangement. This arrangement will include procedures necessary to comply with provisions of this MOU such as joint responsibilities, exchange of information and communication, and may provide for liaison offices within each country as needed.

ARTICLE XII – Deviations

The USG shall not be responsible for deviations proposed and/or implemented by the FRG or its authorized manufacturers from drawings, specifications, or data furnished by the United States or its manufacturers or for quality assurance of any FRG authorized modified component of the AIM-9L Missile System.

ARTICLE XIII – Reports

The FRG agrees to furnish such information and progress reports as may be required by the USG to assure, in the mutual interest of the parties, orderly and successful completion of this coproduction program including, but not limited to, reports of all deviations and periodic reports of components and missiles produced.

ARTICLE XIV – Identification

Items manufactured by the FRG and subsequently agreed to by NATO coproducers will be so identified by appropriate markings.

ARTICLE XV – Resolution of Differences

The procedure for the resolution of differences will be covered by an implementing arrangement mentioned in Article XI. Major differences will be reported to the respective national authorities.

ARTICLE XVI – Transfer to Norway and Coproducers

To the extent that any items, plans, specifications, or information furnished in connection with this transaction are transferred to Norway, or subsequently agreed-to NATO coproducers, the FRG shall impose the same requirements and restrictions as the FRG has agreed to accept under this MOU.

ARTICLE XVII – Termination

A. It is the intention of both Governments to implement the terms of this MOU to its completion. However, if the two Governments decide by common consent to terminate the arrangements made in this MOU before the completion of all the actions envisaged and provided for, such termination will be carried out under arrangements to be made at the time by the two Governments in consultation with the coproducers.

B. Either Government (USG or FRG) may withdraw from this MOU at any time subject to giving the other Government notice in writing of its intention to do so. In this event, the USG will use its normal procedures for termination. The USG will use its best endeavors to ensure that the termination costs for which the FRG may be liable are restricted to a minimum. In the event of termination by the USG it will, in addition, subject to U.S. laws and regulations, use its best efforts to assure continued support of FRG production requirements by U.S. contractors.

C. In the event of termination of this MOU the arrangements for

disposal of assets arising from the program will be the subject of separate negotiation at the time.

D. The provisions of Articles IIC, IID, IV, V, VII and XVI above and royalty free rights identified in Articles VIB, VID and VIE in existence at the date of termination shall continue in full force and effect after the termination of this MOU.

ARTICLE XVIII – Other NATO Coproducers

Other NATO European countries wishing to participate in this coproduction program on terms and conditions as laid down both in this MOU and in corresponding agreements between the FRG and its NATO coproducers will be invited to address their application to the FRG which, in turn, together with its coproducers, will duly consider the application. The FRG will then make appropriate recommendations to the USG as to whether the admission of the candidate coproducer would be of mutual benefit to all parties concerned.

ARTICLE XIX – Effective Date

This MOU, done in the English and German languages, each equally authentic, shall become effective on the date that the United States Government notifies the Federal Republic of Germany of approval of this Memorandum of Understanding in accordance with United States Government legal procedures.[1]

FOR THE FEDERAL REPUBLIC OF GERMANY THE BUNDESMINISTER DER VERTEIDIGUNG IM AUFTRAG

HANS EBERHARD

Date OCTOBER 7, 1977
Effective Date OCTOBER 14, 1977

THE DEPARTMENT OF DEFENSE FOR THE UNITED STATES GOVERNMENT

WILLIAM J PERRY

Date OCTOBER 7, 1977

VEREINBARUNG ZWISCHEN DER BUNDESREPUBLIK DEUTSCHLAND VERTRETEN DURCH DAS BUNDESMINISTERIUM DER VERTEIDIGUNG UND DER REGIERUNG DER VEREINIGTEN STAATEN VON AMERIKA VERTRETEN DURCH DAS DEPARTMENT OF DEFENSE ÜBER DIE KOPRODUKTION UND DEN VERKAUF DES FLUGKÖRPERSYSTEMS SIDEWINDER (AIM-9L)

Präambel

Um eine Standardisierung der für den Luft/Luft-Einsatz bestimmten Waffensysteme zu erreichen, hat die Bundesrepublik Deutschland

[1] Oct. 14, 1977.

(BRD) beschlossen, die Entwicklung des Flugkörpersystems "Viper" einzustellen und das Waffensystem Sidewinder (AIM-9L) als gemeinsames System einzuführen. Diese Entscheidung beruht darauf, dass sich die Regierung der Vereinigten Staaten (USG) in der "Vereinbarung zwischen dem US Department of the Navy und dem Bundesminister der Verteidigung über AIM-9L" vom 14. Februar 1975 bereit erklärt hat, die für eine Koproduktion des Flugkörpersystems AIM-9L in Europa notwendigen technischen Daten und die hierfür erforderliche Unterstützung zur Verfügung zu stellen, sobald diese Waffe zum primären Luft/Luft-Flugkörper geringer Reichweite für die US Air Force und die US Navy bestimmt worden ist.

Unter Bezugnahme auf das Schreiben Verteidigungsminister Rumsfeld an Bundesminister Leber vom 2. Dezember 1976 regelt die vorliegende Vereinbarung zwischen der Regierung der Vereinigten Staaten, vertreten durch das Department of Defense (DOD) und der Bundesrepublik Deutschland, vertreten durch das Bundesministerium der Verteidigung (BMVg) die Koproduktion und den Verkauf des Flugkörpersystems Sidewinder (AIM-9L) und seiner Bauteile (vgl. Anhang "A") zwecks Ausrüstung der deutschen und der norwegischen Streitkräfte mit einem für die Streitkräfte dieser Staaten einheitlichen Flugkörpersystem.

ARTIKEL I – Gegenstand und Zweck der Vereinbarung

Die Regierung der Vereinigten Staaten ermächtigt die Bundesrepublik Deutschland das gesamte Waffensystem AIM-9L für nationale Zwecke auszuwerten und dasselbe gemeinsam mit der norwegischen Regierung und den Regierungen anderer NATO-Staaten (Koproduzenten), denen dies von der Regierung der Vereinigten Staaten nach den Bestimmungen dieser Vereinbarung gestattet wird, zu kaufen, herzustellen oder herstellen zu lassen und verpflichtet sich, hierbei die in dieser Vereinbarung festgelegte Unterstützung zu gewähren; die Ermächtigung gilt jedoch nicht für die Fertigung des aktiven optischen Annährungssensors (AOTD).

ARTIKEL II – Verkauf und Koproduktion des Flugkörpersystems AIM-9L

A. Vorbehaltlich der in den Vereinigten Staaten geltenden Gesetze und Rechtsvorschriften

1. verpflichtet sich die Regierung der Vereinigten Staaten, der Bundesrepublik Deutschland das Technische Fertigungsdatenpaket (im folgenden: PTDP) für die in Anhang "B" zu dieser Vereinbarung aufgeführten Baugruppen zu verkaufen; das PTDP wird jedoch keine Fertigungsdaten für den aktiven optischen Annährungssensor (AOTD) enthalten. Auf Wunsch der Bundesrepublik stellt die Regierung der Vereinigten Staaten technische Informationen und Kostenangaben zur Beurteilung der Systemwirksamkeit, insbesondere auch der Kosten und Leistungen des Systems, zur Verfügung. Für Zwecke der Systembewertung und -integrierung werden auch Informationen über den

aktiven optischen Annährungssensor (AOTD) geliefert, jedoch keine Informationen über dessen Herstellung.

2. räumt die Regierung der Vereinigten Staaten der Bundesrepublik das Recht ein, dieses Fertigungsdatenpaket (PTDP) für Fertigungszwecke zu benutzen, ohne dass hierfür eine Lizenzgebühr und/oder ein Anteil der Entwicklungs-, Erprobungs- und Bewertungskosten an die Regierung der Vereinigten Staaten zu zahlen ist. Die Regierung der Vereinigten Staaten wird jede Anstrengung unternehmen, um den Wünschen der Bundesrepublik Deutschland nach Lieferung von aktiven optischen Annährungssensoren (AOTD) zu entsprechen.

3. verpflichtet sich die Regierung der Vereinigten Staaten, der Bundesrepublik Deutschland Flügkörpersysteme des Typs Sidewinder AIM–9L nebst den zugehörigen Bauteilen, Lieferungen und Leistungen einschliesslich des aktiven optischen Annährungssensors (AOTD) zu verkaufen bzw. gegen Entgelt zur Verfügung zu stellen. Der Lieferzeitplan für den AOTD wird zwischen den Parteien vereinbart und in dem einschlägigen "Letter of Offer and Acceptance" (LOA) festgelegt werden. Lizenzgebühren und/oder Anteile an den Entwicklungs-, Erprobungs- und Bewertungskosten werden im Preis nicht in Ansatz gebracht.

4. verpflichtet sich die Regierung der Vereinigten Staaten, der Bundesrepublik Deutschland für die Dauer ihres Fertigungs- und Instandhaltungsprogramms gegen Entgelt technische Unterstützung bei diesem Programm zu gewähren.

B. Alle Lieferungen und Leistungen, welche die Regierung der Vereinigten Staaten der Bundesrepublik Deutschland zur Verfügung stellt, sind entsprechend den Bestimmungen des "Arms Export Control Act" zum Gegenstand gesenderter "Letter Of Offer and Acceptance" (DD-Formblatt 1513) zu machen; dies gilt auch für das Technische Fertigungsdatenpaket. Soweit zwischen der vorliegenden Vereinbarung und einem solchen LOA keine Übereinstimmung besteht, ist das LOA massgebend. Die Regierung der Vereinigten Staaten ist jedoch damit einverstanden, dass die Bestimmungen dieser Vereinbarung vor allen zusätzlichen Bestimmungen, Bedingungen und Hinweisen Vorrang haben, welche einem LOA speziell Zur Durchführung dieses Programms beigefügt werden.

C. Technische Informationen und Daten, welche Gegenstand dieser Vereinbarung sind, dürren von der Bundesrepublik Deutschland an dritte Staaten, Organisationen oder Personen mit Ausnahme Norwegensund der in Artikel I genannten anderen NATO-Koproduzenten nicht weitergegeben werden; den Lenk- und Steuerteil (CGS) betreffende technische Informationen und Daten über den gekühlten Detektor und den Kreisel-kompass dürfen nicht an dritte Staaten weitergegeben werden.

D. Ohne das vorherige schriftliche Einverständnis der Regierung der Vereinigten Staaten darf kein Gegenstand, für den diese Verein-

barung gilt, von der Bundesrepublik Deutschland zum Zwecke des Verkaufs oder der Weitergabe an dritte Staaten, Personen oder Organisationen gefertigt werden; die Regierung der Vereinigten Staaten ist jedoch damit einverstanden, dass solche Gegenstände an die norwegische Regierung oder an später zugelassene NATO-Koproduzenten verkauft oder ihnen überlassen werden, solange sich die betreffende Regierung an der Fertigung beteiligt. Sofern die Bundesrepublik Deutschland beabsichtigt, im Rahmen dieser Vereinbarung gefertigtes Gerät an NATO-Staaten für deren Verteidigungszwecke weiterzugeben, ist die Regierung der Vereinigten Staaten jedoch bereit, dahingehende Vorschläge wohlwollend zu prüfen.

ARTIKEL III – Fertigung

Die Regierung der Vereinigten Staaten erkennt an, dass zur Verwirklichung der Zwecke dieser Vereinbarung unmittelbare vertragliche Absprachen zwischen den am Koproduktionsprogramm beteiligten Herstellern getroffen werden können. Die Regierung der Vereinigten Staaten wird sich nach besten Kräften bemühen, die Aushandlung derartiger Verträge zu erleichtern, sofern diese den Bedingungen der vorliegenden Vereinbarung nicht widersprechen und mit dem in den Vereinigten Staaten geltenden Recht im Einklang stehen.

ARTIKEL IV – Geheimschutz

A. Die Bundesrepublik Deutschland hat allen Gegenständen, Plänen, Spezifikationen und Informationen, die ihr im Zusammenhang mit dieser Transaktion zur Verfügung gestellt und von der Regierung der Vereinigten Staaten mit einer Geheimhaltungsstufe versehen worden sind, den gleichen Geheimschutz zu gewähren und den Schutzmassnahmen der amerikanischen Seite entsprechende Massnahmen zur Wahrung des Geheimschutzes zu treffen, solange die Regierung der Vereinigten Staaten diese Geheimhaltungsstufe beibehält.

B. Für die Arbeiten, welche Gegenstand dieser Vereinbarung sind, gelten die "Verfahrensvorschriften zur Durchführung der Geheimschutzvereinbarung zwischen dem US Department of Defense und dem Bundesministerium der Verteidigung mit besonderer Berücksichtigung des Geheimsschutzes in der Industrie".

ARTIKEL V – Benutzung der Dokumentation

A. Sämtliche gemäss Artikel II gelieferten technischen Daten, die sich auf den aktiven optischen Annährungssensor (AOTD) und den Lenk- und Steuerteil (GCS) beziehen, sind von den technischen Daten über alle übrigen Baugruppen des Flugkörpers getrennt zu halten.

B. 1. Die Regierung der Vereinigten Staaten wird sich nach besten Kräften bemühen, der Bundesrepublik ein genaues, vollständiges und sachlich geeignetes Fertigungsdatenpaket zu liefern; sie übernimmt jedoch für die Genauigkeit und Vollständigkeit der darin enthaltenen Zeichnungen und Fertigungsdaten keine Gewähr.

2. Für alle Beschaffungen, welche die Bundesrepublik unmittelbar bei Auftragnehmern der Regierung der Vereinigten Staaten vornimmt, gelten die Bestimmungen des amerikanischen Rechts. Die Regierung der Vereinigten Staaten kann für die Genauigkeit, Sachdienlichkeit und Vollständigkeit der Dokumentation, welche ihre Auftragnehmer der Bundesrepublik Deutschland und/oder den von ihr ausgevählten Auftragnehmern aufgrund dieser Vereinbarung zur Verfügung stellen, keine Gewähr übernehmen.

C. Im Rahmen des Artikels II ist die Bundesrepublik Deutschland ermächtigt, die von der Regierung der Vereinigten Staaten gelieferte Dokumentation für Zwecke der Bewertung, Fertigung, Instandsetzung, Instandhaltung, Ausbildung und Überholung zu benutzen, soweit die Regierung der Vereinigten Staaten selbst hierzu berechtigt ist; die Dokumentation uber den aktiven optischen Annährungssensor (AOTD) darf jedoch nur für Zwecke der Benertung, Truppeninstandhaltung, Feldinstandsetzung und Ausbildung benutzt werden.

D. Diese Ermächtigung (vorstehender Absatz C) berechtigt in keiner Weise dazu, technische Informationen, Know-how oder Erfindungen, welche in der Dokumentation enthalten oder beschrieben sind und Dritten gehören bzw. zustehen, herzustellen, zu benutzen oder zu verkaufen.

E. Soweit die Vereinigten Staaten nicht selbst als Eigentümer oder aus anderen Rechtsgründen über technische Daten, sonstige Informationen, Nachbaurechte, Erfindungen und Lizenzen an Erfindungen verfügen können, wird die Regierung der Vereinigten Staaten der Bundesrepublik Deutshland, Norwegen und später zugelassenen NATO-Koproduzenten nach besten Kräften behilflich sein, zu angemessenen Bedingungen Fertigungs- und Lizenzrechte zu erwerben, die es der Bundesrepublik Deutschland, Norwegen und später zugelassenen NATO-Koproduzenten ermöglichen, Flugkörper des Systems AIM-9L sowie die dazugehörigen Baugruppen, Unterbaugruppen und Bauteile im Einklang mit diesem Programm herzustellen oder herstellen zu lasses.

F. Sämtliche technischen Daten unk Dolumentationen, welche aufgrund dieser Vereinbarung und der damit zusammenhängenden "Letter of Offer and Acceptance" (LOA) durch die Regierung der Vereinigten Staaten oder gemäss Artikel III durch US-Herstellerfirmen zur Verfügung gestellt worden sind, dürfen vorbehaltlich der Bestimmungen des vorstehenden Absatzes C nur für Zwecke der Koproduktion im Rahmen dieser Vereinbarung benutzt werden. Die Bundesrepublik Deutschland ist berechtigt, solche technischen Daten und Dokumentationen für diese Zwecke an die norwegische Regierung, an später zugelassene, im Einklang mit den Bestimmungen dieser Vereinbarung ermächtigte NATO-Koproduzenten sowei an alle Auftragnehmer weiteszugeben, die im Rahmen dieser Vereinbarung an der Koproduktion beteiligt sind; die Bundesrepublik, Norwegen sowie alle zur Entgegnennahme berechtigten Empfänger sind jedoch nicht befugt, diese technischen Daten und Dokumentationen ohne

das schriftliche Einverständnis der Regierung der Vereinigten Staaten an Dritte weiterzugeben oder sie für andere Zwecke als für die Koproduktion im Rahmen dieser Vereinbarung zu benutzen.

ARTIKEL VI – Austausch technischer Informationen und Benutzung von Erfindungen

A. Die Bundesrepublik Deutschland berichtet dem Verwaltungsbeauftragten der Vereinigten Staaten regelmässig über alle konstruktiven und fertigungstechnischen, Änderungen, Verbesserungen und Änderungen bei der Entwicklung, welche im Rahmen dieses Koproduktionsprogramms im Einklang mit den Bestimmungen des Artikels X (Standardisierung) von der Bundesrepublik Deutschland, der norwegischen Regierung oder später zugelassnen NATO-Koproduzenten erarbeitet und in das Flugköpersystem AIM-9 Laufgenommen worden sind und teilt dem Verwaltungbeauftragten auf sein Ersuchen alle diesbezüglichen technischen Informationen und Daten in der bereits vorliegenden Form mit, ohne dass hierfür andere Kosten als die Vervielfältigungskosten berechnet werden.

B. Die Bundesrepublik verpflichtet sich, der Regierung der Vereinigten Staaten ohne Berechnung anderer Kosten als der Vervielfältigungskosten technische Informationen und Daten über patentschutzfähige und nicht patentschutzfähige Erfindungen und Entdeckungen mitzuteilen, welche bei der Durchführung von Aufträgen zur Fertigung des Flugkörpersystems AIM-9L und/oder dessen Baugruppen in der Bundesrepublik Deutschland, in Norwegen oder in später als Koproduzenten zugelassenen NATO-Staaten gemacht oder erstmals in der Praxis verwirklicht worden sind und der Regierung der Vereinigten Staaten ein lizenzgebührenfreies Recht zu deren räumlich unbeschränkter Benutzung für Verteidigungszwecke—auch im Rahmen ihrer Verteidigungshilfeprogramme—einzuräumen.

C. Vorbehaltlich der Bestimmungen des in den Vereinigten Staaten geltenden Rechts berichtet die Regierung der Vereinigten Staaten dem Verwaltungsbeauftragten der Bundesrepublik Deutschland regelmässig über konstruktive und fertigungstechnische Änderungen, Verbesserungen und Änderungen bei der Entwicklung, welche in das Flugkörpersystem AIM-9L aufgenommen sind, und teilt der Bundesrepublik Deutschland, Norwegen und den später zugelassenen NATO-Koproduzenten auf Ersuchen des Verwaltungsbeauftragten diesbezügliche technische Informationen und Daten mit, ohne dass hierfür andere Kosten als die Vervielfätigungskosten berechnet werden; technische Daten und Informationen, welche den aktiven optischen Annährungssensor (AOTD) und grössere Leistungsänderungnen (das laufende AIM-9L Product Improvement Program der Vereinigten Staaten) betreffen, werden jedoch nicht mitgeteilt.

D. Vorbehaltlich der Bestimmungen des in den Vereinigten Staaten geltenden Rechts verpflichtet sich die Regierung der Vereinigten Staaten der Bundesrepublik und Norwegen ohne Berechnung anderer Kosten als der Vervielfältigungskosten technische Informationen und

Daten sowie Informationen über patentschutzfähige und nicht patentschutzfähige Erfindungen und Entdeckungen mitzuteilen, welche bei der Durchführung von Aufträgen zur Fertigung des Flugkörpersystems AIM-9L und/oder dessen Bauteilen mit Ausnahme des aktiven optischen Annäherungssensors (AOTD) und grösserer Leistungsänderungen (das laufende AIM-9L Product Improvement Program der Vereinigten Staaten) gemacht oder erstmals in der Praxis verwirklicht worden sind, und ihnen im Rahmen der ihr selbst zustehenden Rechte ein lizenzgebührenfreies Recht zu deren Benutzung für die Zwecke des Koproduktionsprogramms einzuräumen.

E. Die Bundesrepublik Deutschland wird Norwegen, alle deutschen und norwegischen Auftragnehmer sowie alle später zugelassenen Koproduzenten und alle am Programm beteiligten Auftragnehmer dazu anhalten, der Bundesrepublik bzw. der Regierung der Vereinigten Staaten Daten zur Verfügung zu stellen, welche die Bundesrepublik Deutschland der Regierung der Vereinigten Staaten aufgrund dieses Artikels VI selbst oder unter Einschaltung Dritter mitzuteilen hat.

ARTIKEL VII – Käufe durch die Regierung der Vereinigten Staaten

A. Die Bundesrepublik Deutschland räumt der Regierung der Vereinigten Staaten das Recht ein, Baugruppen, Unterbaugruppen oder Bauteile des Flugkörpersystems AIM-9L in der Bundesrepublik zu kaufen. Die Bundesrepublik wird der Regierung der Vereinigten Staaten ferner dabei behilflich sein, in Norwegen hergestelltes Gerät von norwegischen Lieferanten zu kaufen.

B. In den Preisen für Gegenstände, welche von der Regierung der Vereinigten Staaten, für diese oder mit Mitteln des Verteidigungshilfeprogramms oder anderer Programme der Regierung der Vereinigten Staaten gekauft werden, sind keine Lizenzgebühren enthalten; desgleichen werden bei diesen Preisen keine sonstigen Zahlungen für die Benutzung oder Anwendung von Erfindungen, Entwürfen, Patenten, technischen Daten usw. in Ansatz gebracht, zu deren Benutzung, Weitergabe oder Anwendung die Regierung der Vereinigten Staaten bereits berechtigt ist, die allgemein zugänglich oder der Regierung der Vereinigten Staaten ohne Beschränkungen der Benutzung und der Weitergabe an Dritte überlassen worden sind oder die die Regierung der Vereinigten Staaten aus anderen Gründen ohne Zahlung von Lizenzgebühren oder eines anderweitigen Entgelts benutzen darf.

ARTIKEL VIII – Vervendung von Sonderbetriebsmitteln für Produktion und Forschung welche Eigentum der Regierung der Vereinigten Staaten sind

Soweit dies nach amerikanischem Recht zulässig ist, kann die Regierung der Vereinigten Staaten gestatten, dass Sonderbetriebsmittel für Produktion und Forschung, welche ihr gehören und sich im Besitz amerikanischer Auftragnehmer befinden, im Rahmen direkter

Aufträge der Bundesrepublik und Norwegen an solche Auftragnehmer bzw. im Rahmen entsprechender Unteraufträge verwendet werden.

ARTIKEL IX – Vermietung von Flugkörpersystemen des Typs AIM-9L und deren Baugruppen

Die Regierung der Vereinigten Staaten wird prüfen, ob Flugkörper des Systems AIM-9L und/oder Baugruppen dieses Systems der Bundesrepublik mietweise überlassen werden können. Die Bedingungen hierfür werden in einer gesonderten Vereinbarung zwischen beiden Regierungen geregelt und müssen mit den allgemeinen Grundsätzen und Vorschriften der Regierung der Vereinigten Staaten im Einklang stehen.

ARTIKEL X – Standardisierung

Die Regierung der Vereinigten Staaten und die Bundesrepublik Deutschland kommen überein, ein optimales Mass von Standardisierung des Systems AIM-9L (Identität in bezug auf Form, Abmessungen, Gewicht und Funktionen) anzustreben, damit eine gemeinsame Konfiguration beibehalten werden kann; zumindest soll eine möglichst weitgehende physische Austauschbarkeit gewährleistet bleiben.

A. Das Flugkörpersystem AIM-9L wird in der Bundesrepublik Deutschland unter Wahrung der vordringlichen Erfordernisse der nationalen Sicherheit im Einklang mit den für die Fertigung gelieferten, in Anhang A genannten Zeichnongen und Spezifikationen und den hierzu herausgegebenen Änderungen hergestellt.

B. Die Kompatibilität und Austauschbarkeit der Systemelemente wird von den gemäss Artikel XI benannten und ermächtigten Stellen festgestellt und ständig überwacht.

C. Änderungen und Verbesserungen der US-Grundkonfiguration, welche sich auf die Austauschbarkeit oder funktionelle Kompatibilität auswirken, dürfen nur aufgrund von Konsultationen zwischen den zuständigen Stellen beider Länder erfolgen, sofern nicht eine der Regierungen im Hinblick auf vordringliche Belange der nationalen Sicherheit eine einseitige Entscheidung für ihe Streitkräfte treffen muss. Während der Dauer des Programms wird ein Vertreter der Bundesrepublik Deutschland dem "AIM-9L Configuration Control Board" (CCB) angehörigen. Dieser der US Navy unterstehende Ausschuss hat die Aufgabe, im Namen der an dieser Vereinbarung beteiligten Parteien Entscheidungen zu überprüfen, auszuwerten und ggf. selbst zu treffen.

ARTIKEL XI – Durchführung

Die bevollmächtigten Vertreter der Regierung der Vereinigten Staaten (DOD) und der Bundesrepublik Deutschland (BMVg) treffen sobald wie möglich nach Unterzeichnung zusammen, um eine Durchführungsvereinbarung abzuschliessen. In dieser Vereinbarung werden die zur Durchführung der vorliegenden Vereinbarung erforderlichen Verfahrensvorschriften (z.B. über gemeinsame Zuständigkeiten, Infor-

mationsaustausch und Mitteilungswege) festgelegt werden; erforderlichenfalls kann auch vereinbart werden, dass in jedem Land eine Verbindungsstelle errichtet wird.

ARTIKEL XII – Abweichungen

Für Abweichungen, von den durch die Vereinigten Staaten oder ihre Herstellerfirmen gelieferten Zeichnungen, Spezifikationen oder Daten, welche von der Bundesrepublik Deutschland oder den von ihr ermächtigten Herstellerfirmen vorgeschlagen und/oder durchgeführt werden sowie für die Gütesicherung bei Bauteilen des Systems AIM-9L, die auf Veranlassung der deutschen Seite geändert worden sind, übernimmt die Regierung der Vereinigten Staaten keine Verantwortung.

ARTIKEL XIII – Berichte

Die Bundesrepublik Deutschland verpflichtet sich der Regierung der Vereinigten Staaten diejenigen Informationen und Fortschrittsberichte zu liefern, welche die Regierung der Vereinigten Staaten benötigt, um im Interesse beider Parteien die ordnungsgemässeund erfolgreiche Durchführung dieses Koproduktiensprogramms zu gewährleisten; insbesondere müssen diese Berichte über alle Abweichungen Aufschluss geben und es ist regelmässig über die geferungten Flughörper und Flugkörperbauteile zu berichten.

ARTIKEL XIV – Kennzeichnung

Gegenstände, welche in der Bundesrepublik und in den später als Koproduzenten zugelasseren NATO-Staaten hergestellt worden sind, sind in geeigneter Weise als solche zu kennzeichnen.

ARTIKEL XV – Beilegung von Streitfällen

Das Verfahren zur Beilegung von Streitfällen wird in der in Artikel XI genannten Durchführungsvereinbarung geregelt. Grössere Streitfälle sind den jeweils zuständigen nationalen Stellen vorzutragen.

ARTIKEL XVI – Weitergabe an Norwegen und an Koproduzenten

Soweit im Zusammenhang mit dieser Transaktion Gegenstände, Pläne, Spezifikationen oder Informationen an Norwegen oder an später zugelassene NATO-Koproduzenten weitergegeben werden, hat die Bundesrepublik Deutschland den Empfängern die gleichen Bedingungen und Beschränkungen aufzuerlegen, die aufgrund dieser Vereinbarung für sie selbst gelten.

ARTIKEL XVII – Beendigung des Vertragsverhältnisses

A. Beide Regierungen beabsichtigen, das in dieser Vereinbarung geregelte Vorhaben bis zum Ende durchzuführen. Sollten die beiden Regierungen jedoch in beiderseitigem Einvernehmen beschliessen, das Vertragsverhältnis zu beenden, bevor alle in der Vereinbarung vorgese-

henen Massnahnen abgeschlossen sind, so wird das Vertragsverhältnis zu den Bedingungen gelöst, die zu gegebener Zeit zwischen den beidne Regierungen nach Konsultierung der Koproduzenten vereinbart werden.

B. Jede der beiden Regierungen (Bundesrepublik Deutschland bzw. Vereinigte Staaten) kann jederzeit von dieser Vereinbarung zurücktreten, indem sie ihre Absicht, das Vertragsverhältnis zu beenden, der anderen Regierung schriftlich anzeigt. In diesem Fall wird die Regierung der Vereinigten Staaten nach ihren üblichen Vorschriften für die Beendigung von Verträgen verfahren. Sie wird sich nach besten Kräften bemühen, die durch die Beendigung des Vertragsverhältnisses entstehenden Kosten, für welche die Bundesrepublik Deutschland einzustehen hat, möglichst gering zu halten. Falls das Vertragsverhältnis durch die Regierung der Vereinigten Staaten beendet wird, wird sich diese unbeschadet der inden Vereinigten Staaten geltenden Gesetze und Rechtsvorschriften ausserdem nach besten Kräften bemühen sicherzustellen, dass die deutsche Seite zur Deckung ihres Fertigungsbedarfs auch weiterhin auf US-Auftragnehmer zurückgreifen kann.

C. Im Fall einer Beendigung des Vertragsverhältnisses werden zu gegebener Zeit besondere Beratungen darüber stattfinden, wie über die durch das Programm geschaffenen Sach- und Vermögenswerte verfügt werden soll.

D. Die Bestimmungen der Artikel II Abs. C, II Abs. D, IV, V, VII und XVI sowie die in den Artikeln VI Abs. B, VI Abs. D, und VI Abs. E festgelegten, zum Zeitpunkt der Beendigung des Vertragsverhältnisses bestehenden lizenzgebünrenfreien Rechte bleiben auch nach Beendigung des Vertragsverhältnisses in vollem Umfang in Kraft.

ARTIKEL XVIII – Andere NATO–Koproduzenten

Anderen europäischen NATO–Staaten, welche sich zu den in dieser Vereinbarung sowie in den einschlägigen Vereinbarungen zwischen der Bundesrepublik Deutschland und ihren NATO–Koproduzenten festgelegten Bedingung an diesem Koproduktionsprogramm zu beteiligen wünschen, steht es frei, ein entsprechendes Ersuchen an die Bundesrepublik Deutschland zu richten; diese wird das Ersuchen gemeinsam mit den anderen NATO–Koproduzenten prüfen. Die Bundesrepublik legt den Vereinigten Staaten sodann entsprechende Empfehlungen darüber vor, ob die Zulassung des Staates, der sich zu beteiligen wünscht, für alle Parteien von Vorteil sein würde.

ARTIKEL XIX – Zeitpunkt des Inkrafttretens

Diese Vereinbarung ist in englischer und deutscher Sprache ausgefertigt, wobie jede Fassung gleichermassen verbindlich ist. Sie tritt an dem Tage in Kraft, an dem die Regierung der Vereinigten Staaten der Bundesrepublik Deutschland notifiziert, dass die Vereinbarung

im Einklang mit den Rechtsvorschriften der Regierung der Vereinigten Staaten genehmigt worden ist.

FÜR DIE BUNDESREPUBLIK DEUTSCHLAND
DER BUNDESMINISTER DER VERTEIDIGUNG
IM AUFTRAG

HANS EBERHARD

Datum: OCTOBER 7, 1977

FÜR DIE REGIERUNG DER VEREINIGTEN STAATEN
DAS DEPARTMENT OF DEFENSE

WILLIAM J PERRY

Datum: OCTOBER 7, 1977

Zeitpunkt des Inkrafttretens: OCTOBER 14, 1977

[AMENDING AGREEMENT]

AMENDMENT NO. 1

WHEREAS it is in the mutual interests of the parties hereto to further standardization of weapon systems within the NATO alliance, and to resolve questions (1) and (2) reserved by the October 7, 1977 understanding signed by Mr. Eberhard and Dr. Perry, the Memorandum of Understanding for the Coproduction and Sale of the Sidewinder (AIM-9L) Missile System is hereby amended as follows:

Change ARTICLE VI, Exchange of Technical Information and Utilization of Inventions, to read:

"A. Subject to FRG laws and regulations, the FRG will periodically report to, and at the request of the United States Administrative Representative, furnish in the existing format, at no cost except reproduction costs, to the USG all technical information and data concerning design and manufacturing changes, development modifications, and improvements developed under this coproduction program and incorporated into the AIM-9L Missile System by the FRG, or the Government of Norway, or subsequently agreed-to NATO coproducers in accordance with Article X (Standardization).

B. Subject to FRG laws and regulations, the FRG agrees to furnish, at no cost except reproduction cost, to the USG technical information and data on inventions or discoveries, whether or not patentable, conceived or first actually reduced to practice in the performance of contracts for the production of the AIM-9L Missile System and/or components thereof, except as they pertain to major performance changes not intended to be incorporated in the AIM-9L, in the FRG, Norway, and in the countries of other subsequently agreed-to NATO coproducers and a royalty-free right to use the same world-wide for defense purposes, including Security Assistance Programs of the USG.

C. Subject to U.S. laws and regulations, the USG will periodically

report to, and at the request of the German Administrative Representative, furnish, at no cost except reproduction cost, to the FRG Norway and subsequently agreed-to NATO coproducers, except as it pertains to the fuze (AOTD) and major performance changes not intended to be incorporated in the AIM-9L (the ongoing USG AIM-9L Product Improvement Program), technical information and data concerning design and manufacturing changes, development modification, and improvements incorporated into the AIM-9L Missile System.

D. Subject to U.S. laws and regulations, the USG agrees to furnish, insofar as it has the right to do so, at no cost except reproduction costs, to the FRG and Norway technical information and data information on inventions or discoveries whether or not patentable, conceived or first actually reduced to practice in the performance of contracts in the U.S. for the production of the AIM-9L Missile System and/or components thereof except for the fuze (AOTD) and major performance changes (the ongoing USG AIM-9L Product Improvement Program), and, insofar as it has the right to do so, a royalty-free right to use the same for the coproduction program.

E. The FRG agrees to require Norway and all FRG and Norwegian contractors and any subsequently agreed-to coproducers and all contractors involved in this program to furnish to the FRG or the USG, as appropriate, such data as the FRG has agreed to furnish or caused to be furnished to the USG under this Article VI."

FOR THE FEDERAL REPUBLIC OF GERMANY THE BUNDESMINISTER DER VERTEIDIGUNG	FOR THE UNITED STATES GOVERNMENT THE DEPARTMENT OF DEFENSE
HANS EBERHARD	WILLIAM J PERRY
Date 21 APR 1978	Date 17 MAR 1978

Nachtrag No. 1

Da die weitere Standardisierung von Waffensystemen innerhalb der NATO im gemeinsamen Interesse der vertragschliessenden Parteien liegt, wird die Vereinbarung über die Koproduktion und den Verkauf des Flugkörpersystems Sidewinder (AIM-9L) hierdurch wie folgt geändert, um die in der am 7. Oktober 1977 von Ministerialdirektor Eberhard und Dr. Perry unterzeichneten Übereinkunft noch nicht behandelten Punkte (1) und (2) zu klären:

ARTIKEL VI (Austausch technischer Informationen und Benutzung von Erfindungen) erhält folgende Fassung:

A. Vorbehaltlich der in der Bundesrepublik Deutschland geltenden Gesetze und Rechtsvorschriften berichtet die Bundesrepublik

Deutschland der Regierung der Vereinigten Staaten regelmäßig über alle konstruktiven und fertigungstechnischen Änderungen, Verbesserungen und Änderungen bei der Entwicklung, welche von der Bundesrepublik Deutschland, der norwegischen Regierung oder später zugelassenen NATO-Koproduzenten im Rahmen dieses Koproduktionsprogramms erarbeitet und gemäß Artikel X (Standardisierung) in das Flugkörpersystem AIM–9L aufgenommen worden sind und teilt ihr auf Ersuchen des US-Verwaltungsbeauftragten alle diesbezüglichen technischen Informationen und Daten in der bereits vorliegenden Form mit, ohne daß hierfür andere Kosten als die Vervielfältigungskosten berechnet werden.

B. Vorbehaltlich der in den Bundesrepublik Deutschland geltenden Gesetze und Rechtsvorschriften verpflichtet sich die Bundesrepublik Deutschland, der Regierung der Vereinigten Staaten ohne Berechnung anderer Kosten als der Vervielfältigungskosten technische Informationen und Daten über patentschutzfähige und nicht patent-schutzfähige Erfindungen und Endeckungen mitzuteilen, welche bei der Durchführung von Aufträgen zur Fertigung des Flugkörpersystems AIM–9L und/oder dessen Baugruppen in der Bundesrepublik Deutschland, in Norwegen oder in später als Koproduzenten zugelassenen NATO Staaten gemacht oder erstmals in der Praxis verwirklicht worden sind, soweit sich dieselben nicht auf größere Leistungsänderungen beziehen, deren Einbringung in AIM–9L nicht beabsichtigt ist, und der Regierung der Vereinigten Staaten ein lizenzgebührenfreies Recht zu deren räumlich unbeschränkter Benutzung für Verteidigungszwecke—auch im Rahmen ihrer Verteidigungshilfeprogramme—einzuräumen.

C. Vorbehaltlich der in den Vereinigten Staaten geltenden Gesetze und Rechtsvorschriften berichtet die Regierung der Vereinigten Staaten der Regierung der Bundesrepublik Deutschland regelmäßig über konstruktive und fertigungstechnische Änderungen, Verbesserungen und Änderungen bei der Entwicklung, welche in das Flugkörpersystem AIM-9L aufgenommen sind und teilt der Bundesrepublik Deutschland, Norwegen und den später zugelassenen NATO-Koproduzenten auf Ersuchen des deutschen Verwaltungsbeauftragen diesbezügliche technische Informationen und Daten mit, ohne daß hierfür andere Kosten als die Vervielfältigungskosten berechnet werden; technische Daten und Informationen, welche den aktiven optischen Annäherungssensor (AOTD) oder größere Leistungsänderungen betreffen, deren Einbringung in AIM–9L nicht beabsichtigt ist (laufendes AIM–9L Product Improvement Program der Vereinigten Staaten) werden jedoch nicht mitgeteilt.

D. Vorbehaltlich der in den Vereinigten Staaten geltenden Gesetze und Rechtsvorschriften verpflichtet sich die Regierung der Vereinigten Staaten, der Bundesrepublik Deutschland und Norwegen—soweit sie hierzu befugt ist—ohne Berechnung anderer Kosten als der Vervielfältigungskosten technische Informationen und Daten über patentschutzfähige und nicht patentschutzfähige Erfindungen und Entdeckungen mitzuteilen, welche in den Vereinigten Staaten bei der

Durchführung von Aufträgen zur Fertigung des Flugkörpersystems AIM-9L und/oder dessen Baugruppen mit Ausnahme des aktiven optischen Annäherungssensors (AOTD) und größerer, nicht zur Einbringung in AIM-9L vorgesehener Leistungsänderungen (laufendes AIM-9L Product Improvement Program der Vereinigten Staaten) gemacht oder erstmals in der Praxis verwirklicht worden sind und ihnen—soweit sie hierzu befugt ist—ein lizenzgebührenfreies Recht zu deren Benutzung für die Zwecke des Koproduktionsprogramms einzuräumen.

E. Die Bundesrepublik Deutschland wird Norwegen, alle deutschen und norwegischen Auftragnehmer sowie alle später zugelassenen Koproduzenten und alle am Programm beteiligten Auftragnehmer dazu anhalten, der Bundesrepublik bzw. der Regierung der Vereinigten Staaten Daten zur Verfügung zu stellen, welche die Bundesrepublik Deutschland der Regierung der Vereinigten Staaten aufgrund dieses Artikels VI selbst oder unter Einschaltung Dritter mitzuteilen hat.

FÜR DIE BUNDESREPUBLIK DEUTSCHLAND
DER BUNDESMINISTER DER VERTEIDIGUNG
IM AUFTRAG

HANS EBERHARD

Datum: 21. APRIL 1978

FÜR DIE REGIERUNG DER VEREINIGTEN STAATEN
DEPARTMENT OF DEFENSE

WILLIAM J PERRY

Datum: 21 APRIL 78

AUSTRALIA

Whaling: International Observer Scheme

Arrangement effected by exchange of notes
Dated at Canberra January 26 and April 3, 1978;
Entered into force April 3, 1978.

The Australian Department of Foreign Affairs to the American Embassy

736/13/9

The Department of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to propose that the two Governments, being parties to the International Convention for the Regulation of Whaling (hereinafter referred to as "the Convention") signed at Washington on 2 December 1946,[1] co-operate in an observer scheme for the whaling station at Cheynes Beach in Western Australia. The Department would propose that the scheme operate on the following basis:

1. For the 1978 whaling season in Australia, which is expected to commence in early March and continue until the end of October or early November 1978, the Government of the United States of America will nominate an observer, who will be appointed by the International Whaling Commission (hereinafter referred to as "the Commission"), for the land-based whaling station at Cheynes Beach in Western Australia.

2. (a) The observer will have the status of a senior official. Appropriate measures will be taken by the Government of Australia to provide every courtesy to the observer and to ensure his security and welfare in the performance of his duties.

   (b) The observer is not invested with any administrative power in regard to the activities of the station, and will have no authority to intervene in any way in those activities.

[1] TIAS 1849; 4228; 62 Stat. 1716; 10 UST 952.

(c) The observer will at all times be responsible to the Commission, and will neither seek nor receive instructions from any authority other than the Commission. The observer will be given the necessary facilities for carrying out his duties, including cabling facilities.

(d) The Government of Australia will ensure that the observer may observe freely the operations of the station so that he may verify the observance of the provisions of the Convention and its Schedule in regard to the taking of whales and their utilisation. In particular the observer will be given facilities to ascertain the species, size, sex, and number of whales taken.

(e) The Government of Australia will ensure that all reports required to be made, and all records required to be kept or supplied in accordance with the Schedule of the Convention will be made freely and immediately available to the observer for examination, and that the observer will be given all necessary explanations as regards such reports, records and data.

(f) The manager or senior officials of the station or the national inspectors appointed in accordance with the provisions of the Convention will supply all information necessary for the discharge of the observer's function.

(g) Where the observer has reasonable grounds for believing that any infraction of the provisions of the Convention has taken place he shall immediately notify in writing the manager of the station and the senior national inspector. The observer will, if he considers it sufficiently serious, inform the Commission of the said infraction as soon as possible and will at the same time report the explanation or comments of the manager of the station and the senior national inspector.

(h) The observer will draw up a report covering his observations including possible infractions of the provisions of the Convention and the Schedule which have taken place during the season or part of the season in which he served as an observer, and will submit it both to the manager of the station and to the senior national inspector for information and such explanation or comments as they may wish to make. All such explanations and comments will be attached to the observer's report which will be transmitted to the Government of the United States of America.

The Government of the United States of America will immediately forward the report, with any comments it considers appropriate, to the Secretariat of the International Whaling Commission.

3. (a) The Government of the United States of America will pay the salary and other emoluments, travel and cable costs of the observer.

(b) The Government of Australia will provide to the observer subsistence and accommodation appropriate to the status of the observer together with medical care and assistance where necessary.

(c) The Government of Australia will also provide suitable local transport for the facilitation of the performance by the observer of his duties.

The Department of Foreign Affairs has the honour to propose that, if the foregoing is acceptable to the Embassy, this Note and the Embassy's reply should constitute an arrangement between the two Governments effective on the date of the Embassy's reply.

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.

CANBERRA. A.C.T.
26 January 1978

The American Embassy to the Australian Department of Foreign Affairs

No. 35

The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs and refers to the Department of Foreign Affairs' Note No. 736/13/9 of January 26, 1978, which reads as follows:

"The Department of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to propose that the two Governments, being parties to the International Convention for the Regulation of Whaling (hereinafter referred to as "the Convention") signed at Washington on 2 December 1946, co-operate in an observer scheme for the whaling station at Cheynes Beach in Western Australia. The Department would propose that the scheme operate on the following basis:

1. For the 1978 whaling season in Australia, which is expected to commence in early March and continue until the end of October or early November 1978, the Government of the United States of America will nominate an observer, who will be appointed by the International Whaling Commission (hereinafter referred to as "the Commission"), for the land-based whaling station at Cheynes Beach in Western Australia.

2. (a) The observer will have the status of a senior official. Appropriate measures will be taken by the Government of Australia to provide every courtesy to the observer and to ensure his security and welfare in the performance of his duties.

(b) The observer is not invested with any administrative power in regard to the activities of the station, and will have no authority to intervene in any way in those activities.

(c) The observer will at all times be responsible to the Commission, and will neither seek nor receive instructions from any authority other than the Commission. The observer will be given the necessary facilities for carrying out his duties, including cabling facilities.

(d) The Government of Australia will ensure that the observer may observe freely the operations of the station so that he may verify the observance of the provisions of the Convention and its Schedule in regard to the taking of whales and their utilisation. In particular the observer will be given facilities to ascertain the species, size, sex, and number of whales taken.

(e) The Government of Australia will ensure that all reports required to be made, and all records required to be kept or supplied in accordance with the Schedule of the Convention will be made freely and immediately available to the observer for examination, and that the observer will be given all necessary explanations as regards such reports, records and data.

(f) The manager or senior officials of the station or the national inspectors appointed in accordance with the provisions of the Convention will supply all information necessary for the discharge of the observer's function.

(g) Where the observer has reasonable grounds for believing that any infraction of the provisions of the Convention has taken place he shall immediately notify in writing the manager of the station and the senior national inspector. The observer will, if he considers it sufficiently serious, inform the Commission of the said infraction as soon as possible and will at the same time report the explanation or comments of the manager of the station and the senior national inspector.

(h) The observer will draw up a report covering his observations including possible infractions of the provisions of the Convention and the Schedule which have taken place during the season or part of the season in which he served as an observer, and will submit it both to the manager of the station and to the senior national inspector for information and such explanation or comments as they may wish to make. All such explanations and comments will be attached to the observer's report which will be transmitted to the Government of the United States of America.

The Government of the United States of America will immediately forward the report, with any comments it considers appropriate, to the Secretariat of the International Whaling Commission.

3. (a) The Government of the United States of America will pay the salary and other emoluments, travel and cable costs of the observer.

(b) The Government of Australia will provide to the observer subsistence and accommodation appropriate to the status of the observer together with medical care and assistance where necessary.

(c) The Government of Australia will also provide suitable local transport for the facilitation of the performance by the observer of his duties.

"The Department of Foreign Affairs has the honour to propose that, if the foregoing is acceptable to the Embassy, this Note and the Embassy's reply should constitute an arrangement between the two Governments effective on the date of the Embassy's reply.

"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."

The Embassy of the United States of America has the honor to inform the Department of Foreign Affairs that the provisions of the Department's Note are acceptable to the Government of the United States of America. The Embassy agrees that the Department's Note and this reply shall constitute an Arrangement between the Government

of Australia and the Government of the United States of America, which shall enter into force on the date of this reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Department of Foreign Affairs the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA
CANBERRA, *April 3, 1978.*

JAPAN

Whaling: International Observer Scheme

Agreement extending the agreement of May 2, 1975, as extended.
Effected by exchange of notes
Signed at Tokyo May 12, 1978;
Entered into force May 12, 1978.

The American Minister-Counselor for Economic and Commercial Affairs to the Japanese Director-General, Economic Affairs Bureau, Ministry of Foreign Affairs

TOKYO, *May 12, 1978*

Sir,

With reference to the Agreement between the United States of America and Japan concerning an International Observer Scheme for Whaling Operations from Land Stations in the North Pacific Ocean, signed at Tokyo on May 2, 1975,[1] I wish to propose on behalf of the Government of the United States of America that the provisions of the Agreement shall be applied, in accordance with the laws and regulations of the respective countries, until March 31, 1980.

I also wish to propose that if the said proposal is acceptable to the Government of Japan, the present note and your note in reply indicating such acceptance shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of your reply.

Yours sincerely,

JACK B BUTTON

Jack B. Button
Minister-Counselor for
Economic and Commercial Affairs

Mr. REISHI TESHIMA,
Director-General,
Economic Affairs Bureau,
Ministry of Foreign Affairs,
Tokyo.

---

[1] TIAS 8088, 8874; 26 UST 1009; 29 UST 1226.

本官は、日本国政府がアメリカ合衆国政府の前記の提案を受諾したこと並びに貴官の書簡及び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みなすことに同意することを貴官に通報いたします。

敬具

千九百七十八年五月十二日に東京で

日本国外務省経済局長

千島冷志

日本国駐在アメリカ合衆国公使

ジャック・B・バットン殿

The Japanese Director-General, Economic Affairs Bureau, Ministry of Foreign Affairs, to the American Minister-Counselor for Economic and Commercial Affairs

拝啓

本官は、本日付けの貴官の次の書簡を受領したことを確認いたします。

本官は、千九百七十五年五月二日に東京で署名された北太平洋における鯨体処理場による捕鯨のための国際監視員制度に関するアメリカ合衆国と日本国との間の協定に関し、同協定の規定が、それぞれ自国の法令に従い、千九百八十年三月三十一日まで適用されるものとすることをアメリカ合衆国政府に代わつて提案いたします。

本官は、更に、前記の提案が日本国政府にとつて受諾し得るものであるときは、この書簡及び受諾を表明する貴官の返簡が貴官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みなすことを提案いたします。

TRANSLATION

Tokyo, May 12, 1978

Sir:

I acknowledge receipt of your note of today's date, which reads as follows:

[For the English language text, see p. 327.]

I wish to inform you that the Government of Japan has accepted the said proposal of the Government of the United States of America and agrees that your note and this note shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of this reply.

Yours sincerely,

Reishi Teshima

Reishi Teshima
Director-General of the
Economic Affairs Bureau,
Ministry of Foreign Affairs

Mr. Jack B. Button
Minister Counselor for
Economic and Consular Affairs,
Embassy of the United States
of America in Japan.

UNION OF SOVIET SOCIALIST REPUBLICS

Copyright License

Agreement signed at Washington March 21, 1978;
Entered into force March 21, 1978.

LICENSE AGREEMENT

This is an AGREEMENT made this 21st day of March 1978, between the Copyright Agency of the USSR (hereinafter VAAP); and the National Technical Information Service, United States Department of Commerce, USA (hereinafter NTIS) concerning the translation and publication in English of copyrighted Soviet books.

1

VAAP hereby grants to NTIS the nonexclusive right to translate or have translated into English, to publish in paper copy and microfiche form as separate books or as parts of other publications, and to sell throughout the world the copyrighted Soviet books or portions thereof specified in the Supplemental Agreements attached to this License Agreement and made a part hereof. Microfiche form should be made only from paper copies translated in English by NTIS.

2

(a) NTIS shall select copyrighted Soviet books which it desires to have translated into English either in whole or in part. With respect to each selected book, NTIS shall transmit a request to VAAP by letter or cable seeking approval for the translation, publication, and sale of that selected Soviet book.

(b) Each request submitted by VAAP by NTIS shall specify whether the selected Soviet book is to be translated, published, and sold in its entirety or in part. Where only a part of a selected Soviet book is to be translated, published, and sold, the NTIS request shall specify exactly which portion of the Soviet book is to be translated and in what form it will be published and sold by NTIS.

(c) Within fifteen (15) working days of receipt of a request from NTIS for permission to translate, publish, and sell a particular copyrighted Soviet book or portion thereof, VAAP shall notify NTIS by letter or cable whether it grants or denies NTIS permission to publish

the selected Soviet book. Where NTIS requests permission by cable, VAAP shall reply by cable. VAAP hereby assures NTIS that it will exercise its best efforts to review and render a determination regarding all NTIS requests in an expeditious manner.

(d) Upon receipt of permission from VAAP to translate, publish, and sell a particular copyrighted Soviet book, or portion thereof, NTIS may immediately commence publication of that copyrighted Soviet book pursuant to the provisions of this Agreement. NTIS agrees, however, that it will promptly, execute and forward to VAAP a Supplemental Agreement, in the form shown is Supplemental Agreement N1, covering that particular copyrighted Soviet book. Where permission to translate, publish, and sell only a part of a particular Soviet book has been granted by VAAP, the Supplemental Agreement executed by NTIS shall indicate precisely which part of the entire book is available for publication by NTIS. The Supplemental Agreements executed by the parties shall be attached to this Agreement and shall become a part thereof.

3

NTIS agrees that English translations of the selected Soviet books or portions thereof specified in the attached Supplemental Agreements shall be accurate, high-quality translations of the original Soviet works.

Further, NTIS agrees that no additional material in the form of prefaces, comments, or postwords shall accompany the English translations of the books or parts of books nor shall variations from the text of the original Soviet work be made in the English translation without the prior written consent of VAAP.

4

VAAP reserves the right to grant to other publishers the nonexclusive right to publish English translations of the books or parts of books for which separate Supplemental Agreements have been signed.

5

NTIS agrees to publish English translations of the books, either in whole or in part, covered by the attached Supplemental Agreements within two (2) years from the date of initial publication of each such book in the Soviet Union. NTIS will continue to sell English translations of these books as long as a reasonable buyer demand for such publications exists. Should the copyright owners of a book (or portion of a book) for which a separate Supplemental Agreement has been executed decide to change their decision concerning their previous consent for publication of their book (or portion of the book), NTIS agrees not to reprint the book (or portion of the book) although existing copies may continue to be sold until stock is exhausted. NTIS agrees that it shall not translate, publish, and sell any copyrighted Soviet fiction material whatsoever.

6

With respect to each book for which a Supplemental Agreement has been executed, NTIS shall place on the cover or on the page next following the cover or title page of the English translation of that book the following information:

(a) beneath the English title, the title written in Russian using Latin letters;
(b) the name of the author;
(c) the year and date of publication in the Soviet Union;
(d) the full copyright notice of the Soviet copyright owner; and
(e) the name of the Soviet publishing house written in Russian using Latin letters.

7

In consideration of the copyright license granted herein, NTIS shall pay to VAAP a royalty of seven percent (7%) of the retail price for each translated Soviet book which is sold by NTIS; provided, however, that where VAAP is required to collect a royalty greater than seven percent for sales of a particular book, the amount of such higher royalty rate shall be established on a case-by-case basis through negotiations between NTIS and VAAP. Where translations of books are sold by NTIS as parts of other publications, NTIS shall for the purpose of payment of royalties to VAAP determine the retail price of such books based on the proportionate relationship of the translated book to the entire publication and its retail price. Royalty payments shall be made annually by NTIS, not later than three (3) months after the end of each calendar year (December 31). All sums due VAAP shall be remitted by NTIS to the account of VAAP at the Bank for Foreign Trade of the USSR, Moscow. NTIS shall immediately notify VAAP that the payments have been made.

NTIS agrees to prepare and send to VAAP signed Supplemental Agreements covering all copyrighted Soviet books or portions of books which have been translated, published, and sold by NTIS before the effective date of the present agreement. NTIS agrees that if shall pay to VAAP a royalty in the amount described herein for all its past sales of these books.

8

Simultaneously with royalty payments described in Section 7, NTIS will render to VAAP an annual report containing the following data:

(a) number of copies of each individual book or part thereof which has been sold by NTIS during the preceding calendar year;
(b) the NTIS sale price for each book or part thereof; and
(c) the amount of royalty due VAAP pursuant to this Agreement.

9

NTIS shall inform VAAP in writing of the appearance of the book or portion thereof and shall send to VAAP six (6) free copies of the translated edition of each book or portion thereof for the authors of the books and for VAAP.

10

All expenses incurred in connection with the translation, publication, promotion, and distribution of the books shall be paid by NTIS.

11

NTIS will act on its own behalf in all dealings with third parties in connection with the fulfillment of the present Agreement and VAAP shall bear no responsibility for NTIS transactions with third parties.

12

All differences and disputes between the parties which may arise from the present Agreement or in connection therewith shall be settled by direct discussion between the parties or by some form of arbitration which is acceptable to both parties.

13

This present Agreement shall enter into force upon the date of its signing and shall continue in full force and effect for a period of five (5) calendar years counted from the effective date shown below. At the expiration of this initial five-year period, the Agreement may be renewed indefinitely for additional one (1) year periods. Should this Agreement expire and not be renewed, NTIS may continue to sell translations of the books for which Supplemental Agreements have been executed at the time of expiration for as long as a reasonable buyer demand for those publications exists, except as provided in Section 5, provided NTIS continues to make royalty payments to VAAP in accordance with the conditions of the present Agreement.

14

Either party may terminate the rights and obligations under this Agreement at any time upon ninety (90) days prior written notice to the opposite party. In case of termination of this Agreement, however, NTIS shall have the right to continue to publish and sell those books for which Supplemental Agreements have been executed at the date of termination, except as provided in Section 5. With respect to NTIS sales of books occurring after the date of termination of this Agreement, NTIS shall continue to make royalty payments to VAAP in accordance with the conditions of the present Agreement.

All amendments and supplements to the present Agreement are valid and binding on the parties provided they are made in writing and duly signed by authorized representatives of both parties. After the signing of the present Agreement, all previous negotiations and

correspondence on the questions settled by the Agreement shall become null and void.

This Agreement shall be binding and have full force and effect upon the parties and their successors.

The effective date of this Agreement is March 21 1978.

This Agreement is signed in two copies in English.

Legal addresses of the parties:

VAAP – Copyright Agency of the USSR
6a Bolshaya Bronnaya
Moscow 103104, USSR

NTIS – National Technical Information Service
Suite 620, 425 – 13th Street, N.W.
Washington, D.C. 20004

In witness thereof this Agreement has been signed by the parties hereto:

Signatures:

VAAP:	V. MOCHALOV G O TEREKHOV	NITS:	PETER F URBACH
			Peter F. Urbach, *Acting Director*
Date:	21.03.78	Date:	MARCH 21, 1978

THE COPYRIGHT AGENCY OF THE USSR	NATIONAL TECHNICAL INFORMATION SERVICE, USA

SUPPLEMENTAL AGREEMENT N.1

THE COPYRIGHT AGENCY OF THE USSR, hereinafter referred to as VAAP, and the UNITED STATES DEPARTMENT OF COMMERCE, National Technical Information Service, USA, hereinafter referred to as NTIS, have agreed as follows:

Pursuant to the License Agreement between VAAP and NTIS effective_____, 1978, VAAP grants to NTIS the nonexclusive right to translate or have translated into English, to publish as a separate book or as a part of another publication, and to sell throughout the world the book (or portion _____ of the book) _____, by the Soviet author/editor_____ published in any of the languages of the USSR by _____ Publishing House in _____ dated _____.

NTIS estimates a sales quantity of _____ copies of the book which will be sold at an estimated price of $_____.

This Supplemental Agreement shall be executed by VAAP and NTIS and attached to and made a part of the License Agreement referenced above.

The present Supplemental Agreement is made out and signed in two copies, each in English, both texts being authentic.

VAAP (The Copyright Agency of USSR)	NTIS (National Technical Information Service)
_____	_____
Date: _____	Date: _____

MULTILATERAL

Postal Union of the Americas and Spain

Additional protocol to the constitution, convention, parcel post agreement and related documents [1]

Signed at Lima March 18, 1976;
Concluded by the Postmaster General of the United States of America October 23, 1978;
Approved by the President of the United States of America November 16, 1978;
Money order agreement and final protocol
Signed at Lima March 18, 1976;
Concluded by the Postmaster General of the United States of America October 23, 1978;
Entered into force provisionally for the United States of America October 1, 1976;
Entered into force definitively for the United States of America November 30, 1978.

CONTENTS

[Added by the Department of State]

	Page
Constitution, November 26, 1971, as amended:	
English translation	339
Spanish text	468
Additional Protocol to the Constitution:	
English translation	352
Spanish text	481
General Regulations:	
English translation	355
Spanish text	488
Regulations of the International Office:	
English translation	383
Spanish text	519

[1] Texts as certified by the Secretary General of the Eleventh Congress of the Postal Union of the Americas and Spain, Lima. (Footnote added by the Department of State.)

	Page
Regulations of the Transfer Office:	
English translation	410
Spanish text	548
Convention:	
English translation	419
Spanish text	558
Final Protocol:	
English translation	429
Spanish text	571
Detailed Regulations:	
English translation	430
Spanish text	572
Parcel Post Agreement:	
English translation	437
Spanish text	579
Final Protocol:	
English translation	446
Spanish text	591
Detailed Regulations:	
English translation	448
Spanish text	593
Money Order Agreement:	
English translation	457
Spanish text	602
Final Protocol:	
English translation	467
Spanish text	614

Translation prepared by the Postal Service

CONSTITUTION OF THE POSTAL UNION OF THE AMERICAS AND SPAIN

(Text revised in accordance with the modifications adopted by the XI Congress of the Postal Union of the Americas and Spain, Lima 1976, as shown in the Additional Protocol annexed hereto)

CONTENTS

PREAMBLE

SECTION I

ORGANIC PROVISIONS

CHAPTER I

GENERAL

Art.
1. Scope and objectives of the Union
2. Members of the Union
3. Jurisdiction of the Union
4. Seat of the Union
5. Official language of the Union
6. Monetary standard
7. Juridical personality
8. Privileges and immunities
9. Restricted Unions
10. Special Agreements
11. Transfer Office

CHAPTER II

ACCESSION, ADMISSION TO AND WITHDRAWAL FROM THE UNION

12. Accession or admission to the Union
13. Withdrawal from the Union

CHAPTER III

ORGANIZATION OF THE UNION

14. Bodies of the Union
15. Congress
16. Extraordinary Congresses
17. Conferences
18. Consultative and Executive Council
19. International Office

CHAPTER IV

FINANCES

Art.
20. Expenditures of the Union. Contributions of member countries

SECTION II

ACTS OF THE UNION

CHAPTER I

GENERAL

21. Acts of the Union
22. Resolutions, recommendations and formal opinions

CHAPTER II

ACCEPTANCE AND DENUNCIATION OF THE ACTS OF THE UNION

23. Signature, ratification and other forms of approval of the Acts of the Union
24. Notification of ratification and other forms of approval of the Acts of the Union
25. Accession to the Constitution and to the other Acts of the Union
26. Denunciation of an Agreement

CHAPTER III

AMENDMENT OF THE ACTS OF THE UNION

27. Presentation of proposals
28. Amendment of the Constitution. Ratification
29. Amendment of the General Regulations, Convention, Agreements, Regulations of the International Office and Regulations of the Transfer Office

CHAPTER IV

LEGISLATION AND SUBSIDIARY RULES

30. Supplement to the provisions of the Acts

CHAPTER V

SETTLEMENT OF DISPUTES

31. Arbitration

SECTION III

FINAL PROVISIONS

SOLE CHAPTER

Art.
32. Coming into operation and duration of the Constitution

CONSTITUTION OF THE POSTAL UNION OF THE AMERICAS AND SPAIN*

PREAMBLE

With a view to expand, facilitate and improve the postal services between the peoples of the Americas and Spain and to contribute to the development of their activities, the plenipotentiary representatives of the Governments of the contracting countries have adopted, subject to ratification, this Constitution.

SECTION I

ORGANIC PROVISIONS

CHAPTER I

GENERAL

Article 1 - Scope and objectives of the Union

1. The countries whose Governments adopt this Constitution comprise, under the title of the Postal Union of the Americas and Spain, a single postal territory for the reciprocal exchange of letter-post items under conditions more favorable to the public than those established by the Universal Postal Union.

2. Freedom of transit is guaranteed throughout the entire territory of the Union.

3. The aim of the Postal Union of the Americas and Spain is, in addition to facilitating and improving the postal relations among the administrations of the member countries, to establish a movement capable of effectively representing their common interests with respect to postal services at the Congresses, Conferences and other meetings of the Universal Postal Union, as well as at those of other international organizations, and to coordinate the efforts of the member countries in order to achieve these objectives.

4. The Union takes part, within the financial limits of the programs approved by Congress, in postal technical assistance and professional training for the benefit of its member countries.

* Text revised in accordance with the modifications adopted by the XI Congress of the Postal Union of the Americas and Spain, Lima 1976, as shown in the Additional Protocol annexed hereto.

Article 2 - Members of the Union

Members of the Union are:

a) Countries which have membership status at the date on which this Constitution comes into force;

b) Countries admitted to membership in accordance with article 11.*

Article 3 - Jurisdiction of the Union

The Union has within its jurisdiction:

a) the territories of member countries;

b) post offices set up by member countries in territories not included in the Union;

c) other territories which, without being members of the Union, depend, from the postal point of view, on member countries.

Article 4 - Seat of the Union

The seat of the Union and of its permanent bodies shall be at Montevideo, capital of the Oriental Republic of Uruguay.

Article 5 - Official language of the Union

The official language of the Union is Spanish.

Article 6 - Monetary standard

In the application of the Acts of the Union, the monetary unit shall be the gold franc as defined in the Constitution of the Universal Postal Union.

Article 7 - Juridical personality

Every member country, acting according to its internal legislation, shall grant legal capacity to the Postal Union of the Americas and Spain for the proper exercise of its functions and the attainment of its objectives.

* Article 12, Lima Acts 1976 [Footnote added by the Postal Service.]

Article 8 - Privileges and immunities*

1. Within the territory of each of the member countries, the Union shall enjoy such privileges and immunities as are necessary for the attainment of its objectives.

2. The representatives of member countries who attend the meetings of the bodies of the Union and the officers of the Union, when on official Union business, likewise shall enjoy the privileges and immunities necessary for the completion of their duties.

Article 9 - Restricted Unions

Member countries may establish Restricted Unions among themselves for the purpose of reducing rates or introducing other improvements in any of the services referred to in the Acts of the Union to which the countries have acceded.

Article 10 - Special Agreements

Postal administrations of the member countries may negotiate special agreements:

a) to improve the postal services established in the Convention and the Agreements of the Union to which they have acceded;

b) to establish in their reciprocal relationships such postal services as they perform in their own domestic service and which are not provided for in the Acts of the Union.

Article 11 - Transfer Office*

For the purpose of receiving and forwarding dispatches originating in the postal administrations of the member countries, which involve transfer operations in the Isthmus, a Transfer Office operates in Panama, capital of the Republic of Panama.

* Modified by the Congress of Lima 1976
(See Additional Protocol annexed)

CHAPTER II

ACCESSION, ADMISSION TO AND WITHDRAWAL FROM THE UNION

Article 12 - Accession or admission to the Union

1. Countries or territories located in the American Continent or its islands which have membership status in the Universal Postal Union may accede to the Union provided they have no conflict of sovereignty with any member country.

2. Any sovereign country of the Americas which is not a member of the Universal Postal Union may apply for admission to the Postal Union of the Americas and Spain.

3. Accession or application for admission to the Union shall entail a formal declaration of accession to the Constitution and to the compulsory Acts of the Union.

Article 13 - Withdrawal from the Union

Every country shall have the right to withdraw from the Union, renouncing its status as a member.

CHAPTER III

Organization of the Union

Article 14 - Bodies of the Union

1. The Union's bodies shall be Congress, Conferences, the Consultative and Executive Council and the International Office.

2. The Union's permanent bodies shall be the Consultative and Executive Council and the International Office.

Article 15 - Congress

1. Congress is the supreme body of the Union.

2. Congress shall be composed of the representatives of member countries.

Article 16 - Extraordinary Congresses

At the request of at least three member countries, and with the assent of two-thirds, an extraordinary Congress may be convened.

Article 17 - Conferences*

1. At the request of at least five postal administrations of member countries, and with the assent of two-thirds, a Conference may be convened to examine technical or administrative questions.

2. Whenever a Universal Postal Congress takes place, representatives of the member countries shall hold a Conference to determine the joint action to be pursued at the Congress.

Article 18 - Consultative and Executive Council

1. Between Congresses, the Consultative and Executive Council shall ensure the continuity of the work of the Union in accordance with the provisions of the Acts of the Union and shall carry out studies and give opinions on technical, operational and economic questions concerning the postal service.

2. Members of the Consultative and Executive Council carry out their functions in the name and in the interests of the Union.

Article 19 - International Office

The International Office of the Postal Union of the Americas and Spain, which is the permanent body for liaison, information and consultation between the postal administrations of the member countries, shall operate at the seat of the Union, directed and administered by a Director-General and placed under the general supervision of the National Directorate of Posts of the Oriental Republic of Uruguay.

* Modified by the Congress of Lima 1976
(See Additional Protocol annexed)

CHAPTER IV

FINANCES

Article 20 - Expenditures of the Union. Contributions of member countries

The expenses of the Union shall be jointly borne by all the member countries, which for this purpose shall be classified into a certain number of contribution classes.

SECTION II

ACTS OF THE UNION

CHAPTER I

GENERAL

Article 21 - Acts of the Union

1. The Constitution is the basic Act of the Union and contains its organic rules.

2. The General Regulations embody those provisions which ensure the application of the Constitution and the working of the Union. They shall be binding on all member countries.

3. The Convention and its Detailed Regulations embody the rules applicable throughout the international postal service and the provisions concerning the letter-post services. These Acts shall be binding on all member countries.

4. The Agreements and their Detailed Regulations regulate the services other than those of the letter-post. They shall be binding only on the member countries which have acceded to them.

5. The Final Protocols annexed to the Acts of the Union referred to in paragraphs 3 and 4 contain the reservations to those Acts.

6. The Regulations of the International Office of the Union establish the rules for its operation.

7. The Regulations of the Transfer Office establish the rules for the operation of this office.

Article 22 - Resolutions, recommendations and formal opinions*

1. Resolutions are decisions adopted by Congress and are transitorily binding on those bodies of the Union to which they are addressed.

2. Recommendations and formal opinions are not binding. Administrations which implement them shall so advise the other administrations through the International Office of the Union.

CHAPTER II

ACCEPTANCE AND DENUNCIATION OF THE ACTS OF THE UNION

Article 23 - Signature, ratification and other forms of approval of the Acts of the Union

1. Signature of the Acts of the Union by the plenipotentiary representatives of the member countries shall take place at the end of Congress.

2. The Constitution shall be ratified as soon as possible by the signatory countries.

3. Approval of the Acts of the Union other than the Constitution is governed by the constitutional regulations of each signatory country.

* Modified by the Congress of Lima 1976
(See Additional Protocol annexed)

4. Notwithstanding the procedure indicated in the preceding paragraph, the signatory countries may ratify or approve the Acts on a provisional basis, advising the International Office of the Union in writing to this effect.

5. If a country does not ratify the Constitution or does not approve the other Acts, they shall be no less valid for those that have ratified or approved them.

Article 24 - Notification of ratification and other forms of approval of the Acts of the Union

The instruments of ratification of the Constitution and, where appropriate, of approval of the other Acts shall be deposited as soon as possible with the Government of the country in which the seat of the Union is situated, which shall notify the other member countries of these deposits.

Article 25 - Accession to the Constitution and to the other Acts of the Union

Member countries which have not signed this Constitution, the compulsory Acts or the optional Acts, as the case may be, may accede to them at any time.

Article 26 - Denunciation of an Agreement

Each member country may cease being a party to one or more of the Agreements.

CHAPTER III

AMENDMENT OF THE ACTS OF THE UNION

Article 27 - Presentation of proposals

1. Proposals to amend the Acts of the Union may be presented:

a) by the postal administration of a member country, if it is a party to them;

b) by the Consultative and Executive Council, as a consequence of studies made or of activities within its sphere of competence;

c) by the International Office of the Union as regards its organization and operation, provided they have the support of one or more of the member countries.

2. Proposals may be presented either to Congress or between Congresses. Proposals concerning the Constitution and the General Regulations may be submitted only to Congress.

Article 28 - Amendment of the Constitution. Ratification

1. To be adopted, proposals submitted to Congress relating to this Constitution must be approved by at least two-thirds of the member countries of the Union.

2. Amendments adopted by a Congress shall form the subject of an additional protocol and, unless that Congress decides otherwise, shall enter into force at the same time as the Acts revised in the course of the same Congress.

3. Amendments to the Constitution shall be ratified as soon as possible by member countries and the instruments of such ratification shall be dealt with in accordance with the provisions of articles 23 and 24.

Article 29 - Amendment of the General Regulations, the Convention, the Agreements, the Regulations of the International Office and the Regulations of the Transfer Office.

1. The General Regulations, the Convention, the Agreements, the Regulations of the International Office and the Regulations of the Transfer Office define the conditions to be fulfilled for the approval of proposals which concern them.

2. The Acts referred to in the previous paragraph shall enter into force simultaneously and shall have the same duration. As from the day fixed by Congress for the entry into force of these Acts, the corresponding Acts of the preceding Congress shall be abrogated.

CHAPTER IV

LEGISLATION AND SUBSIDIARY RULES

Article 30 - Supplement to the provisions of the Acts

Matters relating to postal services which are not included in the Acts of the Union shall be governed in turn, successively:

1st. by the provisions of the Acts of the Universal Postal Union.

2nd. by the agreements signed by the member countries among themselves.

3rd. by the internal legislation of each member country.

CHAPTER V

SETTLEMENT OF DISPUTES

Article 31 - Arbitration

Disputes which arise between the postal administrations of member countries concerning the interpretation or application of the Acts of the Union shall be settled by arbitration, in accordance with the provisions of the General Regulations of the Universal Postal Union.

SECTION III

FINAL PROVISIONS

SOLE CHAPTER

Article 32 - Coming into operation and duration of the Constitution

This Constitution shall come into operation on 1 July 1972, and shall remain in force for an indefinite period.

In witness whereof, the plenipotentiary representatives of the Governments of the member countries have signed this Constitution at Santiago, capital of the Republic of Chile, on 26 November 1971.

ADDITIONAL PROTOCOL TO THE CONSTITUTION OF THE

POSTAL UNION OF THE AMERICAS AND SPAIN

CONTENTS

Art.		
I	(Article 8 of the Constitution of Santiago, amended)	Privileges and immunities
II	(Article 19 of the Constitution of Santiago amended, which becomes 11)	Transfer Office
III	(Article 16 of the Constitution of Santiago amended, which becomes 17)	Conferences
IV	(Article 22 of the Constitution of Santiago, amended)	Resolutions, recommendations and formal opinions
V		Entry into force and duration of the Additional Protocol to the Constitution of the Postal Union of the Americas and Spain

ADDITIONAL PROTOCOL TO THE CONSTITUTION OF THE

POSTAL UNION OF THE AMERICAS AND SPAIN*

The plenipotentiary representatives of the Governments of the member countries of the Postal Union of the Americas and Spain, assembled in Congress at Lima, capital of Peru, in view of article 28, paragraph 2 of the Constitution of the Postal Union of the Americas and Spain concluded at Santiago, capital of the Republic of Chile, on 26 November 1971, have adopted, subject to ratification, the following amendments to that Constitution.

Article I (Article 8 of the Santiago Constitution, amended)- Privileges and Immunities

1. Within the territory of each of the member countries, the Union shall enjoy such privileges and immunities as are necessary for the attainment of its objectives.

2. The representatives of member countries who attend the meetings of the bodies of the Union and the officers of the Union, when on official Union business, likewise shall enjoy the privileges and immunities necessary for the completion of their duties.

Article II (Article 19 of the Santiago Constitution, amended, which becomes 11) - Transfer Office

For the purpose of receiving and forwarding dispatches originating in the postal administrations of the member countries, which involve transfer operations in the Isthmus, a Transfer Office operates in Panama, capital of the Republic of Panama.

Article III (Article 16 of the Santiago Constitution, amended, which becomes 17) - Conferences

1. At the request of at least five postal administrations of member countries, and with the assent of two-thirds, a Conference may be convened to examine technical or administrative questions.

* The Constitution of the Postal Union of the Americas and Spain was adopted by the Congress of Santiago 1971 and is contained in Part II, volume 2 of the Documents of that Congress

2. Whenever a Universal Postal Congress takes place, representatives of the member countries shall hold a Conference to determine the joint action to be pursued at the Congress.

Article IV (Article 22 of the Santiago Constitution, amended) - Resolutions, recommendations and formal opinions

1. Resolutions are decisions adopted by Congress and are transitorily binding on those bodies of the Union to which they are addressed.

2. Recommendations and formal opinions are not binding. Administrations which implement them shall so advise the other administrations through the International Office of the Union.

Article V Entry into force and duration of the Additional Protocol to the Constitution of the Postal Union of the Americas and Spain

This Additional Protocol shall come into force on 1 October 1976, and shall remain in force for an indefinite period.

In witness whereof, the plenipotentiary representatives of the Governments of the member countries have drawn up this Additional Protocol, which shall have the same force and the same validity as if its provisions were inserted in the text of the Constitution itself, and they have signed it in a single original which shall be deposited in the archives of the Government of the country in which the seat of the Union is situated. A copy thereof shall be delivered to each party by the Government of the country in which Congress is held.

Done at Lima, capital of Peru, 18 March 1976.

[For signatures, see Spanish text, pp. 484–487.]

GENERAL REGULATIONS

OF THE POSTAL UNION OF THE AMERICAS AND SPAIN

CONTENTS

CHAPTER I

ACCESSION, ADMISSION TO AND WITHDRAWAL FROM THE UNION

Art.
101. Accession or admission to the Union. Procedure
102. Accession to the Acts of the Union. Procedure
103. Withdrawal from the Union. Procedure

CHAPTER II

FUNCTIONING OF THE UNION'S BODIES

104. Organization and functioning of Congresses
105. Organization and functioning of Extraordinary Congresses
106. Organization and functioning of Conferences
107. Consultative and Executive Council
108. Languages used for the publication of documents, for debates and for official correspondence

CHAPTER III

INTERNATIONAL OFFICE OF THE UNION

109. Functions of the International Office
110. Director General and Deputy Director General of the International Office
111. Functions of the Director General and Deputy Director General
112. Documents, information and postage stamps to be sent to the International Office by postal administrations
113. Distribution of publications
114. Time limits for the distribution of publications
115. Annuities and pensions of the staff of the International Office of the Union

CHAPTER IV

TECHNICAL ASSISTANCE AND POSTAL TRAINING

116. Exchange of officials
117. Cooperation with the International Office of the Union
118. Postal schools and courses
119. Assistance to the national postal schools

CHAPTER V

AMENDMENT OF THE ACTS OF THE UNION

Art.
120. Proposals to Amend the Acts of the Union by Congress. Procedure
121. Conditions of approval of proposals concerning the General Regulations
122. Amendments or resolutions of an internal nature

CHAPTER VI

FINANCES

123. Union Budget
124. Fixing of the expenditures of the Union
125. Working capital fund
126. Apportionment of expenses and contributions to the working capital fund
127. Supervision and advances
128. Preparation of accounts
129. Payment of advances

CHAPTER VII

TRANSFER OFFICE

130. Functioning of the Office
131. Appointment and removal of officials of the Transfer Office
132. Fixing and apportionment of the expenditures of the Office
133. Supervision of expenditures and advances of funds
134. Preparation of accounts
135. Payment of advances

CHAPTER VIII

FINAL PROVISIONS

136. Cooperation with international bodies
137. Unity of action at Universal Postal Congresses and other international meetings
138. Exchange of observers
139. Entry into force and duration of the General Regulations

GENERAL REGULATIONS

OF THE POSTAL UNION OF THE AMERICAS AND SPAIN

The undersigned, plenipotentiary representatives of the Governments of the member countries of the Union, assembled in Congress at Lima, capital of Peru, having regard to article 21, paragraph 2, of the Constitution of the Postal Union of the Americas and Spain, concluded at Santiago, capital of the Republic of Chile, on 26 November 1971, have adopted by common consent, in these General Regulations, the provisions securing the application of the Constitution and the functioning of the Union.

CHAPTER I

ACCESSION, ADMISSION TO AND WITHDRAWAL FROM THE UNION

Article 101 - Accession or Admission to the Union. Procedure

1. The note of accession or application for admission shall be addressed by the Government of the country concerned, through diplomatic channels, to the Government of the Oriental Republic of Uruguay, which shall notify the other member countries of the Union of the fact.

2. To be admitted as a member, the application must be approved by at least two-thirds of the member countries.

3. Member countries are considered to have approved the application if they have not replied within a period of four months from the date on which they were notified of the application.

4. Accession or admission of a country to membership shall be notified by the Government of the Oriental Republic of Uruguay to the Governments of all the member countries of the Union.

5. A country applying for admission shall be informed of the results and, if admitted, of the effective date of admission as a member and other information concerning its acceptance.

Article 102 - Accession to the Acts of the Union. Procedure

1. Member countries which have not signed the Acts as revised by Congress, should accede to them as soon as possible.

2. Member countries which have not signed the Acts of the Agreements because of non-participation may, at any time, accede to one or more of the Agreements.

3. The instruments of accession relative to the cases provided for in article 24 of the Constitution and in paragraphs 1 and 2 of this article shall be forwarded through diplomatic channels to the Government of the Oriental Republic of Uruguay, which shall notify the member countries of these deposits.

Article 103 - Withdrawal from the Union. Procedure

1. Each member country may withdraw from the Union by notice of denunciation of the Constitution given through diplomatic channels to the Government of the Oriental Republic of Uruguay and by that Government to the Governments of the other member countries.

2. Withdrawal from the Union becomes effective one year after the day on which the notice of denunciation provided for in paragraph 1 is received by the Government of the Oriental Republic of Uruguay.

3. Each member country which withdraws shall comply with all the obligations stipulated in the Acts of the Union until the date on which its withdrawal becomes effective.

CHAPTER II

FUNCTIONING OF THE UNION'S BODIES

Article 104 - Organization and functioning of Congresses

1. The representatives of member countries shall meet in Congress approximately every five years.

2. Each Congress shall designate the country in which the next Congress is to be held provided the designated country offers to host the Congress. If several countries offer to host the Congress, the decision shall be made by means of secret ballot.

3. If it is not possible to hold a Congress in the country selected, the International Office, taking into account the urgency of the matter, shall take the necessary steps in an attempt to find a country which is willing to act as host of the Congress, submitting it to the Consultative and Executive Council for its approval.

4. If at the closing of a Congress no country has offered to host the next one, the International Office shall subsequently take the steps mentioned in paragraph 3.

5. When a Congress has to be convened without a host Government, the International Office, with the agreement of the Consultative and Executive Council and the Government of the Oriental Republic of Uruguay, shall take the necessary steps to convene and organize the Congress in the country in which the seat of the Union is situated. In this event, the International Office shall perform the functions of the host Government.

6. After consultation with the International Office, the Government of the country hosting the Congress shall fix the definitive date and the place where the Congress is to meet. In principle, one year before that date the host Government shall send an invitation to the Government of each country, either directly or through the intermediary of the International Office.

7. The purpose of Congress is:

a) to review and supplement, if necessary, the Acts of the Union, and

b) to deal with all matters submitted for its consideration.

8. Each member country shall arrange for its representation by one or more delegates or by the delegation of another country. The delegation of a country may represent only one country other than its own.

9. For the organization and conduct of its work, each Congress shall apply the permanent Rules of procedure of Congresses annexed to these Regulations.

10. In debates, each country shall be entitled to one vote.

11. Every member country is entitled to formulate reservations to the Convention and its Detailed Regulations and to the Agreements and their Regulations at the time of signing those Acts.

12. The Government of the country hosting the Congress shall notify the Governments of the member countries of the Acts adopted by the Congress.

Article 105 - Organization and functioning of Extraordinary Congresses

1. The member countries shall meet in Extraordinary Congress when the importance and urgency of matters to be discussed do not permit them to wait until the convening of an ordinary Congress.

2. Member countries advocating that an Extraordinary Congress be held shall at the same time indicate which of them is willing to host such a Congress, in order that the International Office may obtain the approval of the other member countries.

3. The Government of the country designated as host of the Extraordinary Congress shall send the pertinent invitation to the Government of each member country at least six months before the date appointed for the opening of the Extraordinary Congress, either directly or through the intermediary of the International Office.

4. Paragraphs 8, 9, 10, and 12 of article 104 shall be applicable by analogy to Extraordinary Congresses.

5. Every country shall be entitled to formulate reservations to the agreements and decisions adopted at an Extraordinary Congress.

Article 106 - Organization and functioning of Conferences

1. The postal administrations of member countries advocating that a Conference be held shall at the same time indicate which of them is willing to have its country host it. The postal administration of that country shall, in agreement with the International Office, forward the pertinent notices of convocation to the administrations of the other member countries, either directly or through the intermediary of the latter.

2. When the Conference is to be held on the occasion of a Congress of the Universal Postal Union, the International Office shall convoke, with sufficient time, the representatives of the member countries in order that they may meet in the city designated as site of that Congress on the date determined by the Director General of the International Office in agreement with the Chairman of the Consultative and Executive Council, except that in no case may the said date precede the date fixed for the opening of the Congress by more than seven days. During this Conference, proposals and issues of major interest to the Union shall be examined in order to determine the course of joint action to be pursued. The Conference shall reconvene as many times as deemed necessary during the course of the Universal Postal Congress.

3. Each Conference shall approve such Rules of procedure as are necessary for its work. Until their approval, the previous Rules shall remain in effect.

Article 107 - Consultative and Executive Council

1. The Consultative and Executive Council shall be composed of one Chairman and four members. The chairmanship shall devolve by right on the host country of Congress. The four members of the Council shall be designated by Congress following an election among the countries which offer their candidacy.

2. No member country may be elected more than twice in succession except when, by virtue of the provisions of paragraph 1, the chairmanship of the Council devolves upon it.

3. The first meeting of each Council shall be convened during the Congress by the Chairman of the Congress. At this meeting, a First and Second Vice-Chairman shall be elected. If the host country declines the chairmanship, it shall become a de jure member, and the First Vice-Chairman shall become Chairman. In this event, the Second Vice-Chairman shall become the First, and a new Second Vice-Chairman shall be elected from among the remaining members.

4. If, between two Congresses, a vacancy on the Consultative and Executive Council should occur, the member of the Union who obtained the most votes without being elected at the last election shall have the right to occupy the position, and so on successively. A vacancy on the Consultative and Executive Council shall be deemed to have occurred when one of its members has not attended two consecutive Council meetings or has renounced its membership on the Council.

5. The representative of each of the countries which are members of the Council shall be appointed by the postal administration of his country. Except for meetings held during the Congress, this representative shall be a qualified official of the postal administration.

6. On convocation by its Chairman, through the General Secretariat, the Council shall hold an annual session at Union headquarters. At all its meetings, the Director General of the International Office shall act as Secretary General and may take part in the discussions of the Council without the right to vote. The Council shall draw up its Rules of procedure; meanwhile, it shall function under the previous Rules of procedure.

7. When necessary in order to achieve the objectives of the Union, the Chairman may convene an extraordinary meeting with the agreement of two other member countries of the Council.

8. The office of member of the Consultative and Executive Council shall be unpaid. The operational expenses shall be borne by the Union. With the exception of meetings held during the Congress, the representative of each of the member countries shall be entitled to reimbursement of the cost of a passage by the mode actually used, which may be:

a) return air ticket, economy class, or

b) any other means, provided that the amount does not exceed the price of the economy class return air ticket.

9. The postal administration of the Oriental Republic of Uruguay shall be invited to take part in the meetings in the capacity of observer, if that country is not a member of the Council. The administrations of member countries may likewise participate as observers, provided that they advise the International Office beforehand. Invitations may also be extended to the Airlines Committee of the Union and to any other qualified organization whom it wishes to associate with its work.

10. The Consultative and Executive Council shall coordinate and supervise all the activities of the Union with the following functions in particular:

a) to maintain contact with the postal administrations of member countries, with the bodies of the Universal Postal Union, with the restricted postal unions, and with any other national or international organization;

b) to act as controller of the activities of the International Office;

c) to appoint, on the recommendation of the Director General, the Counselor after examining the professional postal qualifications of the candidates proposed by postal administrations of member countries;

d) in making the appointment referred to in letter (c), the Council shall take into account that the person occupying this position shall have the nationality of the country whose administration proposes him. Employees of the International Office may apply for this position;

e) to approve the annual Report on the work of the Union prepared by the International Office;

f) to authorize the annual budget of the Union within the limits established by Congress. These limits may only be exceeded on the authority of the Council and with the approval of the majority of the member countries;

g) to examine and authorize requests for transpositions made by the Director General between programs and between groups within a single program of the authorized current year budget;

h) to undertake, by mandate or on its own initiative, studies relating to administrative, legislative, legal, technical, operational and economic problems which may be of interest to or may affect the postal administrations of the member countries of the Union;

i) to promote and support, through postal training experts, the establishment and development of national postal schools in the countries of the Union that request such assistance;

j) to approve the curricula for and establish standards concerning the general orientation and methods to be applied in the postal technical schools of the Union, and to establish standards for general orientation on recommended course curricula and texts for those national schools that request assistance;

k) to approve the designation of the country where the next Congress is to be held in the case provided for in article 104, paragraph 3, conducting a vote beforehand if there is more than one candidate;

l) to submit proposals for the amendment of the Acts or recommendations addressed to postal administrations of member countries or proposals, suggestions or recommendations addressed to Congress. In both cases, the proposals shall be the result of work or studies incumbent upon the Council as defined in this article or by order of Congress;

m) to establish standards for the documents to be published, distributed, and sold by the International Office;

n) the operation of the postal schools and the organization and development of the courses shall be supervised by the Consultative and Executive Council through the International Office;

o) to promote international cooperation, by whatever means available, in order to obtain technical assistance for the postal administrations of developing countries;

p) any other functions necessary for the proper achievement of the objectives of the Council.

11. The Consultative and Executive Council shall make a comprehensive report on its work between Congresses at least four months before the next Congress.

Article 108 - Languages used for publication of documents, for debates and for official correspondence

1. Documents of the Union shall be supplied to the administrations in the official language of the Union. However, official correspondence originating in postal administrations of member countries whose language is not Spanish may be written in their own language.

2. Exceptionally, the Consultative and Executive Council may authorize the translation of publications of special interest in the providing of services into the French, English and Portuguese languages.

3. For the debates of Congresses, Conferences and meetings of the Union, the French, English and Portuguese languages shall be admissable, in addition to Spanish. The choice of the translation system to be used shall be left to the judgment of the organizers of the meeting and the International Office.

4. The costs involved in providing the interpretation services referred to in the preceding paragraph shall be borne by the Union.

CHAPTER III

INTERNATIONAL OFFICE OF THE UNION

Article 109 - Functions of the International Office

1. Within the framework of its general functions, the International Office shall:

a) collect, collate, translate, publish and distribute all kinds of documents and information of interest to the postal service of the Union;

b) conduct inquiries on its own initiative or at the request of a postal administration to obtain opinions on matters of interest;

c) provide all the information requested by the postal administrations, the Universal Postal Union, restricted unions or international organizations interested in postal matters;

d) take part in and cooperate with plans for multilateral technical assistance and their execution, representing the Union before the respective international organizations;

e) process and give effect to requests for amendment or interpretation of the Acts of the Union, and communicate the results in due course;

f) give its opinion on questions in dispute at the request of the parties concerned;

g) ensure compliance with the Acts and matters related to the interests of the Union;

h) prepare and distribute in a timely manner an annual report on the work performed, which report shall be approved by the Consultative and Executive Council;

i) publish a list of member countries of the Union indicating the Agreements to which they subscribe or to which they adhere;

j) organize the Philatelic Section, which shall maintain a permanent and classified display of the postage stamps and sets received. It shall also keep abreast of and provide information to the postal administrations of the member countries on philatelic matters which are of interest to the Union;

k) manufacture and distribute the insignia of the Union for the personal use of officials of the postal administrations;

l) put into practice the program of technical assistance and assistance for the development of postal training at the national level within the framework of the Union, and supervise and control the postal schools and courses of the Union, according to the directives drawn up by the Consultative and Executive Council.

2. Within the framework of the Congresses, Conferences and meetings of the Union, the International Office shall:

a) take part in the organization and staging of the Congresses, Conferences and meetings called by the Union;

b) in the cases referred to in articles 104, paragraph 3, and 105, paragraph 2, be responsible for conducting the pertinent consultations with each of the member countries for the selection of a new meeting place. Later, it shall advise the Consultative and Executive Council of the results of these efforts and request that the Council designate one of the inviting countries as host. It shall then inform each Government of the name of the country which the Consultative and Executive Council has designated as host of the Congress;

c) distribute in a timely manner the proposals forwarded by the postal administrations for consideration at the Congresses, Conferences and meetings of the Union;

d) prepare the agenda for the meetings of the Consultative and Executive Council and the report on its studies and recommendations to be presented to Congress;

e) publish the documents of the Congresses, Conferences and meetings of the Union.

3. Within the framework of Congresses and other meetings of the bodies of the Universal Postal Union, the International Office shall:

a) organize the staging of the Conference for countries of the Union, prepare the corresponding invitations and perform the functions of Secretariat of the Conference;

b) translate and distribute immediately the proposals submitted by the postal administrations of the Universal Postal Union to their respective Congress which are of interest to the Union;

c) lend all necessary assistance that the delegations of the member countries of the Union may require for the complete discharge and fulfillment of their duties;

d) during the Conference to be held on the occasion of a Universal Postal Congress, analyze and study proposals which are of interest to the Union and those which the member countries have so requested. The International Office shall provide a summary of the results of the Conference to each of the member countries;

e) at the conclusion of the Universal Postal Congress, the International Office shall furnish the member countries and the Consultative and Executive Council with a summary of the texts of the Acts of the Universal Postal Union which have undergone substantial amendments or are entirely new.

4. In the field of publications, the International Office shall:

a) maintain the operation of the translation section in a manner such that it constitutes a Translation Center capable of carrying out the tasks for which it is responible in accordance with the language system of the Union and of the Universal Postal Union;

b) also publish, at cost, and if necessary translate into Spanish the following documents:

(i) the definitive Acts and the Annotated Code of the Congresses of the Union;

(ii) the definitive Acts and the Annotated Code of the Congresses of the Universal Postal Union;

(iii) the fully completed studies of the Consultative Council for Postal Studies which, in the opinion of the Consultative and Executive Council, are of interest to the Union;

(iv) it shall distribute documents of all kinds which are considered to be of interest to, or have been expressly requested by, the administrations of the member countries or their delegations at Congresses, Conferences and meetings;

(v) it shall publish and distribute an official compendium of all information relative to implementation of the Acts of the Union.

5. It shall publish and furnish to the postal administrations of the member countries the analytical report which is prepared annually by the Consultative and Executive Council.

6. It shall publish and furnish to the postal administrations of the member countries a comprehensive report on the work of the Consultative and Executive Council between Congresses at least two months before the next Congress.

Article 110 - Director General and Deputy Director General of the International Office

1. The International Office shall be directed and administered by a Director General assisted by a Deputy Director General, both elected by Congress. The duration of their terms of office shall be for the period between the Congress which elects them and the following one.

2. The Director General and Deputy Director General shall be elected by secret ballot, the first election being for the post of Director General. The candidates shall be proposed by the Governments of their respective countries to the Government of the Supervisory Authority and they must be nationals of the countries which propose them. However, the candidates elected cannot be nationals of the same country. Their terms of office may be renewed once.

3. If the post of Director General falls vacant, it shall be filled by the Deputy Director General until termination of the period for which the Director General was elected. If both posts fall vacant, the Counselor shall assume the direction of the International Office for a period of 180 days, during which time the Consultative and Executive Council may elect a Director General from among the candidates proposed by the member countries to fill said post until the next Congress. For this purpose, the Government of the country in which the seat of the Union is situated shall accept nominations from the member countries for the post of Director General. If the Consultative and Executive Council is unable to hold the election within the time period indicated above, or if the candidates are unsuitable, or if there be no candidates, the Counselor shall continue to head the International Office until the next Congress.

4. If the post of Deputy Director General alone falls vacant, the Counselor shall temporarily assume the duties of that post until the Consultative and Executive Council, at its next regular meeting, appoints a replacement by analogy with paragraph 3 for a period extending up to the next Congress, at which time a normal election for the post shall be held.

5. In the case of senior officials of the International Office, these persons may present their candidacies, together with their curriculum vitae, directly to the Congress or to the Consultative and Executive Council, as the case may be.

Article 111 - Functions of the Director General and Deputy Director General

1. The Director General of the International Office, in addition to the duties expressly assigned to him by the Acts of the Union, and those deriving from the tasks conferred upon the International Office, shall:

a) direct the International Office of the Union;

b) appoint and dismiss the staff of the International Office in accordance with the powers expressly granted in this respect by the Regulations of the Office;

c) attend the Congresses, Conferences, and meetings of the Union and take part in the debates without the right to vote;

d) attend, in the capacity of observer, the Congresses of the Universal Postal Union and, in addition, organize the meeting of the representatives of the member countries and arrange for translation services;

e) attend, in the capacity of observer, the meetings of the Executive Council and the Consultative Council for Postal Studies of the Universal Postal Union;

f) attend, when necessary, the meetings of the Airlines Committee of the Postal Union of the Americas and Spain to present subjects entrusted to him by the Consultative and Executive Council aimed at improving airmail services. Whether he attends in person or is represented by the member country hosting the meeting, or by another country, the Director General shall prepare a report in order to inform the Consultative and Executive Council of the results and conclusions, if any;

g) in the event that he deems it preferable, invite a member country to represent the Union at any Conference or meeting, including the meetings of the Executive Council or the Consultative Council for Postal Studies of the Universal Postal Union, to which the International Office may be invited.

2. The Deputy Director General shall assist the Director General and shall assume his duties during the latter's absence.

Article 112 - Documents, information and postage stamps to be sent to the International Office by postal administrations

1. The administrations of the member countries shall regularly and promptly send to the International Office of the Union:

a) all the reports requested by the International Office for the publications, records and other matters within its competence, in such a manner as to permit the accomplishment of its task within the shortest time;

b) the postal laws and regulations and subsequent amendments;

c) the postal guide each time it is published;

d) the text, in their own language, of proposals submitted for consideration by the Universal Postal Congresses;

e) three specimens of the postage stamps which they issue, including the data concerning their issue.

2. The information sent in accordance with the preceding paragraph 1 must, in each case, be kept up to date and, to this end, the administrations shall communicate without delay any amendments that they introduce.

3. The administrations of member countries shall likewise inform the International Office of the Union, three months in advance of the opening date of each Congress, of the action taken in their respective countries to implement the formal opinions and recommendations adopted by the last Congress.

Article 113 - Distribution of publications

1. The International Office shall distribute free of charge, amongst the member countries, all publications that it issues, observing the following quotas:

a) definitive Acts of Congresses of the Union, 3 copies per contribution unit;

b) definitive Acts of Congresses of the Universal Postal Union and the studies made by the Consultative Council for Postal Studies (CCPS), 2 copies per contribution unit; and

c) other documents, one copy per contribution unit.

2. Administrations which desire fewer copies of publications shall so notify the International Office.

3. Additional copies of publications issued by the International Office shall be furnished to those who request them, at their cost price.

4. Five copies of the publications referred to in letters a) and b) and, if the Director General of the International Office considers it useful, two copies of the other publications shall be sent to the International Bureau of the Universal Postal Union.

5. Two copies of the publications referred to in letter a) shall be sent to the headquarters of the Restricted Unions.

Article 114 - Time limits for the distribution of publications

The International Office shall distribute its publications within the following time limits:

a) definitive Acts of Congress of the Union, three months before they become effective;

b) definitive Acts of Congress of the Universal Postal Union, nine months after they are received from the International Bureau of the Universal Postal Union;

c) other documents and publications, as soon as possible, giving preference to urgent matters.

Article 115 - Annuities and pensions of the staff of the International Office of the Union

The annuities and pensions of the personnel of the International Office shall be paid from the fund established by the Office for this purpose. In the event that this fund proves to be insufficient, they shall be paid in accordance with paragraph 2 of Article 124 of these Regulations.

CHAPTER IV

TECHNICAL ASSISTANCE AND POSTAL TRAINING

Article 116 - Exchange of officials

1. The administrations of the member countries, either directly or through the intermediary of the International Office, shall reach agreement in order to carry out the exchange or unilateral assignment of officials, for purposes of advising, teaching, and learning, or to carry out studies aimed at the improvement of postal services.

2. Once the exchange or unilateral assignment of officials has been agreed to, the administrations concerned shall agree on the manner in which the expenses involved are to be defrayed.

3. The administrations shall extend all possible facilities to the officials they receive under the provisions of the foregoing paragraphs.

4. When the exchange or unilateral assignment of officials is arranged directly, the administrations concerned shall advise the International Office of the fact.

Article 117 - Cooperation with the International Office of the Union

The administrations of the member countries may send, for as long a period as necessary, technical officials to cooperate in the performance of special tasks to the International Office of the Union, when the latter so requests in clearly justified cases.

Article 118 - Postal schools and courses

1. Within the jurisdiction of the Union and in the places determined by Congress, specialized postal training schools may be established, multinational courses may be organized, or the facilities offered by national schools may be utilized to train personnel of the postal administrations of the member countries.

2. In case any of the courses approved by Congress cannot be held in the places it has designated, the Consultative and Executive Council shall take the necessary steps so that the courses may be conducted in another member country.

3. The expenses incurred in implementing the authorized training programs shall be met by the appropriations set aside for this purpose in the expense budget of the Union, by contributions from the countries or institutions where the schools and courses are conducted, and by contributions from international organizations.

Article 119 - Assistance to the national postal schools

1. In order to encourage the establishment of postal technical schools in the member countries and to cooperate in the development of those already in existence, the Union shall lend the necessary assistance within the limits of the funds available, by sending training experts, thus making it possible to annually train an appropriate contingent of postal personnel in each country.

2. In order to fulfill this commitment, the International Office shall make use of training experts contracted for a specified period to work on an itinerant basis with the postal administrations requesting their services.

3. The Union shall not be responsible for the costs of installation, operation, professorial staffing, etc., of the national postal schools.

CHAPTER V

AMENDMENT OF THE ACTS OF THE UNION

Article 120 - Proposals to Amend the Acts of the Union by Congress. Procedure

1. Proposals must be sent to the International Office six months in advance of the opening of Congress.

2. The International Office shall publish the proposals and distribute them amongst the postal administrations of the member countries at least four months before the date set for the beginning of the sessions.

3. Proposals presented after the time period indicated shall be considered if supported by two administrations, as a minimum. Exempted are those of an editorial nature, which must show the letter "R" in their heading, and which shall be referred directly to the Drafting Committee.

Article 121 - Conditions of approval of proposals concerning the General Regulations

In order to have validity, proposals submitted to Congress relating to these General Regulations must be approved by a majority of the member countries represented at the Congress. Two-thirds of the member countries of the Union must be present during the voting.

Article 122 - Amendments or resolutions of an internal nature

Amendments or resolutions of an internal nature which are adopted by the member countries and which affect the international service shall become effective three months after the date on which they are communicated by the International Office.

CHAPTER VI

FINANCES

Article 123 - Union Budget

Within the limits fixed by Congress, the International Office shall present to the Consultative and Executive Council for its study and, if appropriate, its approval a draft budget by programs and activities expressed in gold francs and prepared two months before the date set for the meeting of the Council. Once approved by the Council, the budget shall govern from 1 January to 31 December of the following year.

Article 124 - Fixing of the expenditures of the Union

1. Each Congress shall fix the maximum amount of the budget which shall govern for each year between Congresses, considering:

a) the expenditure of the Union;

b) the expenditure relating to the organization of the next Congress;

c) the working capital fund.

2. Subject to the provisions of paragraphs 4 and 5, the expenditure relating to the activities of bodies of the Union, including pension contributions for the personnel of the International Office, may not exceed the following sums for 1977 and subsequent years:

2,400,111 gold francs for 1977
2,430,332 gold francs for 1978
2,463,608 gold francs for 1979
2,501,503 gold francs for 1980
2,545,911 gold francs for 1981

3. For the years after 1981, in case the XII Congress is postponed, the annual budgets of paragraph 2 shall not exceed the sum fixed for the previous year by more than 5%.

4. The expenditure relating to the convening of the XVIII Universal Postal Congress (translation, printing and distribution of proposals and documents; Conference of representatives of member countries and attendance of the Postal Union of the Americas and Spain in the capacity of observer) shall not exceed 114,355 gold francs.

5. The expenditure relating to the convening of the next Congress of the Postal Union of the Americas and Spain shall not exceed 118,800 gold francs.

6. If the credits authorized in paragraphs 2, 3, 4 and 5 prove inadequate to ensure the smooth running of the Union, these limits may be exceeded with the approval of the majority of the member countries of the Union.

7. The Consultative and Executive Council may authorize that the limits fixed in paragraphs 2 and 3 be exceeded when necessary to take account of increases in the salaries of the personnel of the International Office under the conditions prescribed in the Acts, and when so required by increases in the value of scholarships assimilated to those of the United Nations Development Program (UNDP) or in the price of travel fares granted to students who must attend postal training courses authorized by Congress.

8. The costs incurred by the Translation Center and its publications shall be borne by the member countries which utilize its services.

Article 125 - Working capital fund

1. At the end of each fiscal year, the total yearly expenses to be borne by all the member countries of the Union shall be increased by 5%, which amount shall be allotted to the working capital fund.

2. This fund shall be applied by the International Office to the fulfillment of budgetary obligations.

3. If at the end of a fiscal year the working capital fund is equal to or greater than the total of expenses incurred during the year and charged to the member countries, then the increment prescribed in paragraph 1 shall not be applied in that year.

Article 126 - Apportionment of expenses and contributions to the working capital fund

1. For purposes of the apportionment of expenses and, if applicable, of contributions to the working capital fund, the member countries shall be classified into three classes, each of which contributes toward payment in the following proportion:

1st class ..... 8 units
2nd class ..... 4 units
3rd class ..... 2 units

2. To the 1st group belong: Argentina, Canada, Spain, United States of America, Federative Republic of Brazil and Uruguay.

To the 2nd group belong: Colombia, Costa Rica, Cuba, Chile, United Mexican States, Panama, Peru and Republic of Venezuela.

To the 3rd group belong: Bolivia, Ecuador, El Salvador, Guatemala, Haiti, Nicaragua, Paraguay, Dominican Republic and Republic of Honduras.

3. In the event of a new accession, the Government of the Oriental Republic of Uruguay, in mutual agreement with the International Office and the Government of the country concerned, shall determine in which group the latter shall be included for purposes of the apportionment of expenses and, if applicable, of contributions to the working capital fund of the Union.

Article 127 - Supervision and advances

The National Directorate of Posts of the Oriental Republic of Uruguay shall supervise the expenditure of the International Office of the Union and the Government of that country shall make the necessary advances to the latter.

Article 128 - Preparation of accounts

The International Office shall annually prepare the expense account of the Union, which shall be audited by the Supervisory Authority.

Article 129 - Payment of advances

1. The budget approved by the Consultative and Executive Council shall immediately be communicated to the member countries so that they may pay the contribution shares assigned to them in that budget. This payment must be made before 30 June of the year to which the budget refers. If at the end of the year the total sum authorized is not used up, the surpluses shall be credited to the respective country and carried over into the next budget.

2. After the date indicated in the preceding paragraph, the amounts due with respect to both the budget and the working capital fund shall be chargeable with interest at the rate of 5% per annum, reckoned from the date of expiry of that period.

CHAPTER VII

TRANSFER OFFICE

Article 130 - Functioning of the Office

1. The organization and functioning of the Transfer Office of Panama shall be supervised and controlled by the General Directorate of Posts and Telecommunications of Panama and the International Office of the Union, which together shall also approve all measures conducive to the smooth running of the Office.

2. The International Office of the Union shall also act as mediator and advisor in any situation that may arise between the postal administration of Panama and the postal administrations of the member countries which make transshipments in the Isthmus.

Article 131 - Appointment and removal of officials of the Transfer Office

1. The Chief of the Transfer Office shall be appointed by the Government of the Republic of Panama, after consultation with the administrations of the member countries which use this service, from among the candidates proposed by the latter.

2. The other employees of the Office shall be appointed by the General Directorate of Posts and Telecommunications of Panama, on the recommendation of the Chief of the Transfer Office.

3. Such personnel shall be unremovable, in accordance with the provisions established in this regard by the Regulations of the Transfer Office.

4. Officials of the Transfer Office shall not have the character of officials of the Union.

5. The personnel of the Transfer Office shall have the same rights and obligations concerning annuities and pensions as are established or may be established under the laws of the Republic of Panama and are applicable to the employees of the General Directorate of Posts and Telecommunications.

6. The Regulations of the Transfer Office, which text appears as an annex and forms an integral part of these provisions, set out the rights and duties of its personnel, and they shall be revised by the administrations of the member countries using its services, including the postal administration of Panama and the Director General of the International Office of the Union.

Article 132 - Fixing and apportionment of the expenditures of the Office

1. The expenditure required for maintaining the Transfer Office, including contributions allotted to the creation of a retirement fund for its personnel, shall be met by the member countries that utilize its services.

2. The annual expenditure for maintaining the Transfer Office may not exceed the following sums for 1977 and subsequent years:

145,231 gold francs for 1977
146,671 gold francs for 1978
148,183 gold francs for 1979
149,771 gold francs for 1980
151,438 gold francs for 1981

3. For the years after 1981, in case the XII Congress is postponed, the annual budget of paragraph 2 shall not exceed the sum fixed for the previous year by more than 5%.

4. If the credits authorized in paragraphs 2 and 3 prove inadequate to ensure the smooth running of the Office, these limits may be exceeded with the approval of the majority of the member countries making use of the Office's services.

5. The Consultative and Executive Council may authorize that the limits fixed in paragraphs 2 and 3 be exceeded when necessary to take account of increases in the salaries of the personnel of the Transfer Office under the conditions established in the Acts.

6. Expenses shall be apportioned among the countries making use of the Office's services in proportion to the number of sacks sent by them through the Office.

Article 133 - Supervision of expenditures and advance of funds

1. The General Directorate of Posts and Telecommunications of Panama shall supervise the expenditure of the Transfer Office.

2. It shall likewise make the necessary advances of funds to the Office.

Article 134 - Preparation of accounts

The expense account of the Transfer Office shall be prepared and sent quarterly by the Office to the administrations making use of its services.

Article 135 - Payment of advances

1. The sums advanced by the postal administration of Panama shall be repaid by the debtor postal administrations as soon as possible and, at the latest, within six months from the date on which the country concerned receives the account.

2. Notwithstanding the provisions of the previous paragraph, said time limit will be disregarded if, within the first two months, the debtor country has raised objections to the account. However, the debtor administration shall settle those amounts which are not subject to objections.

3. If the account is not subject to amendment and is not settled within the period indicated in paragraph 1, the amounts due shall be chargeable with interest at the rate of 5% per annum, reckoned from the date of expiry of that period.

CHAPTER VIII

FINAL PROVISIONS

Article 136 - Cooperation with international organizations

In order to contribute towards better coordination in postal matters, the Union shall collaborate, by signing agreements if necessary, with international organizations having related interests and activities; the agreement shall become effective once approved by two-thirds of the member countries.

Article 137 - Unity of action at Universal Postal Congresses and other international meetings

The delegations of member countries shall endeavor to support unanimously and firmly the principles established by the Postal Union of the Americas and Spain, on the occasion of the celebration of Universal Postal Congresses and other international postal meetings in order to maintain a united front at all times.

Article 138 - Exchange of observers

1. The Union may send observers to the Congresses, Conferences and meetings of the Universal Postal Union, to the Executive Council and to the Consultative Council for Postal Studies.

2. Similarly, it may send observers to the Congresses of Restricted Postal Unions which have sent opportune invitations.

3. The Universal Postal Union may send observers to the Congresses, Conferences and meetings of the Union and to the meetings of the Consultative and Executive Council.

4. Observers sent by Restricted Postal Unions shall be admitted to the Congresses, Conferences and meetings of the Union if the body concerned or a majority of member countries so agrees.

Article 139 - Entry into force and duration of the General Regulations

These General Regulations shall come into force on 1 October 1976, and shall remain in operation until the entry into force of the Acts of the next Congress.

In witness whereof, the plenipotentiary representatives of the Governments of the member countries have signed these General Regulations at Lima, capital of Peru, on 18 March 1976.

[For signatures, see Spanish text, pp. 514–518.]

REGULATIONS OF THE INTERNATIONAL OFFICE
OF THE POSTAL UNION OF THE AMERICAS AND SPAIN

CONTENTS

CHAPTER I

GENERAL PROVISIONS

Articles 1, 2, 3, 4, 5 and 6

CHAPTER II

BUDGET AND ACCOUNTING

Articles 7, 8, 9, 10, 11, 12, 13 and 14

CHAPTER III

PROVISION OF FUNDS

Articles 15, 16, 17 and 18

CHAPTER IV

SUPERVISION

Articles 19, 20, 21 and 22

CHAPTER V

STAFF

Articles 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36

CHAPTER VI

ALLOWANCES

Articles 37, 38, 39, 40, 41 and 42

CHAPTER VII

SUPERANNUATION

Articles 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62 and 63

CHAPTER VIII

RETIREMENT COMPENSATION

Articles 64, 65, 66, 67 and 68

CHAPTER IX

AMENDMENTS

Article 69

REGULATIONS OF THE INTERNATIONAL OFFICE

OF THE POSTAL UNION OF THE AMERICAS AND SPAIN

CHAPTER I

GENERAL PROVISIONS

Article 1

The organization and operation of the International Office of the Postal Union of the Americas and Spain and its relations with the Government of the Oriental Republic of Uruguay, in its capacity as seat country, and with the Supervisory Authority, are governed by the provisions of these Regulations, notwithstanding those contained in the Constitution and in the General Regulations.

Article 2

In order to facilitate the operation of the International Office and other bodies of the Union, the Government of the Oriental Republic of Uruguay shall:

a) grant the privileges and immunities established in article 8 of the Constitution of the Union;

b) advance the necessary funds for its operation in accordance with article 127 of the General Regulations of the Union;

c) adopt any other measures necessary for the fulfillment of the functions of the International Office.

Article 3

The National Directorate of Posts of Uruguay, in its character of Supervisory Authority of the International Office, has the following duties:

a) make appropriate observations to the Director General of the International Office on any aspect of the operation of the Office;

b) inform the member countries in the event that the observations made in accordance with letter a) are not taken into account by the Director General of the International Office;

c) check "a posteriori" all contracts, expenses, movements of funds, payments, bookkeeping entries, etc., of the International Office;

d) take the necessary steps to carry out the advance of funds for the operation of the International Office;

e) supervise the application of the annual budget approved by the Consultative and Executive Council, in accordance with the stipulations of the General Regulations;

f) approve the submissions of the annual account of the expenditure of the International Office;

g) take final decisions on complaints by the International Office staff against decisions taken by the Director General of same;

h) adopt any other measures necessary for the fulfillment of the supervisory functions.

Article 4

Relations between the member countries and the Supervisory Authority may be conducted through the intermediary of the International Office, except as indicated in article 3, letter b) of these Regulations.

Article 5

The Director General shall direct and administer the International Office, of which he is the legal representative, binding it through his signature. He is responsible for all matters which are not reserved for the Government of the Oriental Republic of Uruguay, the Supervisory Authority or the Consultative and Executive Council, and, in particular, he shall:

a) organize and direct all the work of the International Office;

b) appoint the Accountant, Officials, Translators, Aides and the Concierge-Messenger of the International Office, after examining their qualifications;

c) present to the Consultative and Executive Council the candidates proposed by postal administrations for the post of Counselor;

d) grant leaves, vacations, and fix the days and hours of work;

e) hire temporary employees and laborers, notification being given to the Supervisory Authority. Employees hired for administrative work and laborers may be recruited from among nationals of the seat country. For advisory work or training technicians, the International Office shall request the postal administrations of member countries to nominate candidates and shall appoint those meriting the approval of the International Office and, as appropriate, of the administration concerned;

f) impose sanctions against the personnel of the International Office, in accordance with the provisions of article 30 of these Regulations and propose any appropriate dismissals;

g) organize the file or service record of each employee and make entries therein after the person concerned has seen them;

h) prepare the annual draft budget and submit it to the Consultative and Executive Council in accordance with the provisions of article 123 of the General Regulations;

i) contract or incur expenses and authorize the payments of the International Office, after complying with the necessary formalities;

j) negotiate loans, sign documents of indebtedness, arrange guarantees and open accounts in private banks with liability therefor or total deposited therein not to exceed two-twelfths of the annual budget. The documents shall be signed jointly by the Director General and the Deputy Director General of the International Office;

k) transpose budgetary items between headings and subheadings within the same group of a single program according to the needs of the service. Likewise, consult with and obtain the agreement of the Chairman of the Consultative and Executive Council in order

to make the major transpositions described in article 107, paragraph 10, letter h)*, of the General Regulations, which may be needed to cover large expenses in emergency situations, and afterwards submit these transpositions for confirmation to the full Consultative and Executive Council, in accordance with the provisions of said article, together with any other expense reflecting important changes in programs or groups of expenditures within a single program;

l) decide on the allowances prescribed in Chapter VI of these Regulations;

m) decide on the movements of International Office personnel for service reasons, and determine travel and related expenses in conformity with the provisions of the budget in force. In cases not provided for which necessitate a movement, the approval of the Supervisory Authority shall be required for payment of the respective expense;

n) give account to the Supervisory Authority regarding implementation of the budget approved by the Consultative and Executive Council;

o) forward to the Supervisory Authority any complaints that the employees of the International Office lodge against the decisions of the Director General.

Article 6

The Deputy Director General assists the Director General and, in the latter's absence, replaces him, exercising the same functions.

CHAPTER II

BUDGET AND ACCOUNTING

Article 7

1. The proposed budget shall be submitted by programs in accordance with the stipulations of the General Regulations of the Union and shall contain detailed information arranged by

.....

* The reference here is as it appears in the original Spanish text. However, the reference should be article 107, paragraph 10, letter g), of the General Regulations. [Footnote added by the Postal Service.]

activities. For comparison, the budgetary submission shall consist of the budget and actual expense record of the previous year, the budget for the current year, together with any modifications to be proposed in accordance with article 107, paragraph 10, letter g) of the General Regulations, and finally the budget forecast for the next fiscal year.

2. The explanatory note accompanying the proposed budget shall contain all the provisions and details necessary for the understanding and appreciation of the modifications proposed.

Article 8

The budgetary fiscal year shall encompass the period from the 1st of January to the 31st of December of each year.

Article 9

1. The budget shall be fixed in gold francs.

2. The budget shall be executed in a gold currency, preferably the currency of one of the member countries of the Union. Gold currency is the currency of a country whose central issuing bank or any other official issuing institution buys or sells gold against the national currency, at fixed rates determined by law or by virtue of an agreement with the Government.

Article 10

In case any of the items in the proposed budget presented by the International Office is not approved, the corresponding item authorized in the previous budget shall continue to be in force. If a request for transposition is rejected, the corresponding item authorized in the current budget shall continue to be in force.

Article 11

No expense may be incurred nor any contract made without having sufficient funds available, at the time of making the commitment, within the expenditure group of the program to which they are to be charged, nor can they be charged to future fiscal years.

Article 12

1. All purchases, as well as all contracts involving jobs, works or supplies, shall be made through a public bidding process, except in the following cases:

a) purchases, jobs, works or supplies the amount of which does not exceed 1,500 gold francs;

b) contracts made with juridical persons in public service;

c) when there are urgent reasons of an essential nature;

d) when, owing to the nature of the contract or other circumstances, a call for bids is impossible and unnecessary;

e) when the purchases, jobs, works or supplies take place or are acquired abroad;

f) when a second call for bids has not resulted in acceptable offers or when no offer has been received after a first call.

2. In the cases mentioned in letters c), d) and f), the approval of the Supervisory Authority shall be obtained before a direct contract is made. In the case mentioned in letter e), the cooperation of the postal administration of the country where the work is to take place shall be requested.

3. The fragmenting of purchases, work, supplies or jobs involving a disbursement of over 1,500 gold francs within the fiscal year is prohibited.

Article 13

For purchases, works, jobs or supplies exceeding the amount of 150 gold francs, at least three quotations shall be obtained, which shall be added to the respective file. If three quotations cannot be obtained, or if this procedure is not suitable, the Director General of the International Office may decide upon the acquisitions without necessity of the three quotations.

Article 14

All sales or the lease of assets belonging to the Union shall be made by public auction or bid and after a proper appraisal.

CHAPTER III

PROVISION OF FUNDS

Article 15

If necessary, the sum of the expenditure of the approved budget, including the amounts destined to the reserve fund for superannuation and pensions, shall be made available to the International Office by the Government of Uruguay in quarterly advances.

Article 16

The equivalence of the gold franc in terms of the Uruguayan national currency shall, for purposes of the advances to be made by the Government of the Oriental Republic of Uruguay, be determined quarterly and directly by the Central Bank of the Oriental Republic of Uruguay, without any other formalities or authorization. It shall be based on the gold content of the gold franc and the gold content of a gold currency, preferably that of a member country of the Union, and the rate of exchange of this currency on the open exchange market of the Oriental Republic of Uruguay.

Article 17

The International Office shall draw funds against the relevant account according to the needs of the service, only by means of checks which shall be signed by the Director General and the official in charge of accounting in the International Office; an account opened in a private bank shall operate in the same manner.

Article 18

Money orders, checks, transfers of funds received from the member countries, or any other sum of money credited to the International Office shall be deposited not later than the next working day following their receipt.

CHAPTER IV

SUPERVISION

Article 19

1. The supervision by the Supervisory Authority regarding the movement of funds of the International Office, shall be of a formal and material nature.

2. The formal supervision shall include:

a) the examination of accounting books and of supporting receipts and documents;

b) the review of entries, movements and accounting transfers;

c) the verification of cash, securities, bank accounts, inventory and other assets of the International Office;

d) the verification of whether the receipts and disbursements are adequate in relation to the approved budget;

e) any other procedure of formal supervision.

3. The material supervision includes the verification that both receipts and disbursements have been made in accordance with the provisions in force.

Article 20

The International Office shall prepare semi-annual statements on the movement of funds which shall be submitted for examination and approval by the Supervisory Authority.

Article 21

The submission of accounts shall take place at the close of the fiscal year, and shall consist of:

a) an income statement;

b) a statement of expenses, specifying those legally authorized, the transpositions made, the sums actually paid and the sums pending payment;

c) a statement of amounts committed during the fiscal year;

d) the balance on hand at the beginning and at the end of the fiscal year;

e) the results of all the operations during the fiscal year.

f) explanations of all instances where actual expenditures differed significantly from the budget.

Article 22

A copy of the statement of accounts submitted to the Supervisory Authority shall be sent by the International Office to the administrations of the member countries within three months from the end of the fiscal year to which the accounts refer. Later, a statement concerning its approval or, in the absence thereof, the observations which may be warranted shall be sent.

CHAPTER V

STAFF

Article 23

The employees of the International Office are divided into two categories:

a) permanent employees;

b) non-permanent employees.

Article 24

1. The Director General and the Deputy Director General of the International Office shall be elected by Congress. Candidates must be nominated by the Governments of the member countries, except in the case of senior officials of the International Office, who may present their candidacy directly. The candidates elected may not be nationals of the same member country.

2. The procedure to follow shall be the following:

a) Three months before the date on which the Congress is to begin, the Governments of the member countries shall present their candidates to the Government of the country in which the seat of the Union is situated, together with the curricula vitae of the persons concerned.

b) The senior officials of the International Office who wish to present their candidacy shall send it, accompanied by their curricula vitae, to the Government of the country in which the seat of the Union is situated.

c) One month before the date on which the Congress is to begin, at the latest, the country in which the seat of the Union is situated shall advise the Governments of the other member countries of the names of the candidates nominated, together with their curricula vitae. This information shall also be forwarded to the International Office.

3. To be a candidate for the post of Director General or Deputy Director General of the International Office, a person must:

a) possess vast experience in the organization and operation of postal services acquired in the administration of a member country and be a national of the country that nominates him; or

b) belong to the senior staff of the International Office of the Union.

4. Election shall be by secret ballot and shall require a simple majority of the members present and voting.

Article 25

When vacancies occur in the posts of Counselor, Accountant, Official, Translator, Aide, and Concierge-Messenger, the respective appointments shall be made in accordance with the following rules:

a) for the post of Counselor, in conformity with the provisions of article 107, paragraph 10, letters d) and e) of the General Regulations;

b) for the posts of Accountant, Official, Translator, Aide, and Concierge-Messenger, at the discretion of the Director General of the International Office, after examining the candidates' qualifications. These posts shall, preferably, be filled by nationals of the country in which the seat of the Union is situated, who reside therein.

Article 26

1. Only personnel hired on a probationary basis may be placed in posts of a permanent nature. For this purpose, an employee may be contracted for a period of 180 days; this contract may be renewed only once for a like period.

2. However, if the employee continues working after completion of his second contract period, the necessary steps shall immediately be taken for his permanent appointment to the position for which he was hired.

Article 27

The employees of the International Office may not perform other activities within the official working hours specified by the Director General for the operation of the Office, in accordance with the rule established in article 32 of these Regulations.

Article 28

1. Employees who fail to perform the duties of their posts, either intentionally or through negligence or carelessness, or who transgress the law, shall be liable to disciplinary action corresponding to the seriousness of the fault.

2. The disciplinary measures shall consist of:

a) admonishment;

b) suspension from duty without pay, for a specific period not to exceed 30 days;

c) dismissal.

3. The amount of the deductions to which letter b) of paragraph 2 refers shall be added to the reserve fund for annuities and pensions.

Article 29

1. The dismissal of the Counselor shall be made by the Consultative and Executive Council at the request of the Director General of the International Office, which request shall be accompanied by a brief justifying the dismissal.

2. For the dismissal to become effective it shall need the approving vote of three members of the Consultative and Executive Council.

3. If the action that causes the dismissal takes place within ninety days before the opening session of a Congress, the dismissal shall be made by the Congress.

4. The dismissal of the Accountant, Officials, Translators, Aides, and Concierge-Messenger shall be made effective by the Director General of the International Office, who shall inform the Consultative and Executive Council of his decision.

5. The Consultative and Executive Council, in the cases mentioned in paragraph 4, may ratify or disapprove the dismissal, replacing it with suspension, including loss of salary, for an appropriate period not to exceed 30 days, or deciding that the dismissed employee be reinstated in his position. In this case, the employee shall be entitled to receive his salary without interruption.

Article 30

Disciplinary measures shall be imposed by means of a written resolution, after a file has been prepared and shown to the employee concerned, who must be assured the right to defend himself.

Article 31

An employee who violates the duties of his post shall be responsible for the damages he may cause.

Article 32

The working day shall be that which prevails for public administration employees of the Oriental Republic of Uruguay, and may be extended up to forty-four working hours per week without entitlement to any special compensation. The working hours shall be determined by the Director General of the International Office according to the needs of the service.

Article 33

1. Each employee shall be entitled to an annual paid vacation for a period of thirty calendar days. The granting of vacation shall be subject to the needs of the service, as concerns the date. However, to the extent possible, consideration shall be given to the preference of the person concerned.

2. An employee must have served one year in the International Office before he acquires the right to vacations.

Article 34

1. The salaries of permanent employees of the International Office are fixed in gold francs, in accordance with the scale which appears in the table annexed to this article.

2. The salaries or wages of non-permanent employees shall be determined by the Director General of the International Office, with the approval of the Supervisory Authority.

3. The posts of the permanent employees of the International Office are classified as follows:

Senior category:

- Director General
- Deputy Director General
- Counselor

Professional category:

- Accountant
- Official
- Translator

General Services category:

- Aide
- Concierge-messenger

TABLE ANNEXED TO PARAGRAPH 1 OF ARTICLE 34

Permanent employees	Monthly salaries in gold francs	
	Column 1	Column 11
Senior category:		The salaries indicated in Column 1 are effective as of 26 November 1971 and shall be adjusted by the same percentage as that set by the Universal Postal Union for the Director General of its International Bureau. The Consultative and Executive Council shall determine said adjustments.
Director General	3,480	
Deputy Director General	2,958	
Counselor	2,610	
Professional category:		
Accountant	1,566	
Officials	1,566	
Translators	1,566	

General Services category:

Aides	1,044
Concierge-messenger	748

Article 35

When an appointment is given to a person who is not an Uruguayan and who is domiciled outside of Uruguay, he shall be entitled to reimbursement for travel and relocation expenses for himself and the members of his family who are his dependents. He shall be entitled to the same expenses when he returns to his country of origin in case of retirement. In case of death of the employee, his family shall enjoy the same rights. Also the Union shall pay the cost of repatriating the remains of the deceased employee. Generally, travel and relocation expenses shall not be reimbursed if the repatriation takes place more than six months after the date of retirement or death of the employee.

Article 36

1. Except as provided for by article 33 of these Regulations, the rules governing leave for the International Office staff shall be the same as those for the employees of the National Directorate of Posts of Uruguay.

2. Leave for the Director General shall be granted by the Supervisory Authority, which shall submit a report specifying the reasons for such leave to the Consultative and Executive Council.

3. Non-Uruguayan employees shall be entitled, once every two years, to be reimbursed by the Union for travelling expenses to their countries of origin by the fastest and shortest means for themselves and, as applicable, for their spouses and for their dependent children who are single and under eighteen years of age or mentally or physically handicapped.

CHAPTER VI

ALLOWANCES

Article 37

The employees of the International Office shall be entitled to an allowance for every dependent child under eighteen years of age or mentally or physically incapacitated who has no remunerative occupation. This allowance shall be in the amount of 192 gold francs per child per year.

Article 38

The employees of the International Office who are not of Uruguayan nationality shall be entitled to an expatriation compensation equivalent to one month's salary per year.

Article 39

1. The personnel of the International Office shall be entitled to a bonus, payable at the end of each year, equivalent to one month's salary or the monthly wages received during the year.

2. The permanent personnel with more than 25 years of service in the International Office or in postal administrations, shall be entitled to a bonus equivalent to two months' salary per year.

Article 40

The personnel of the International Office, their spouses and dependent minors or incapacitated children shall be entitled to medical assistance which shall be contracted with a specialized institution, preferably mutual in nature.

Article 41

The Director General and the Deputy Director General of the International Office shall receive an annual sum equivalent to one month salary, payable in twelve equal monthly installments, for representation expenses.

Article 42

The salaries, the International Office staff allowances referred to in this chapter and the annuities, pensions, subsidies and other benefits, paid by the reserve fund shall be exempt from all forms of encumbrances present or future.

CHAPTER VII

SUPERANNUATION

Article 43

1. The personnel of the International Office of the Postal Union of the Americas and Spain earn the right to superannuation after ten years of service and for the following reasons:

a) normally, when a total figure of "90" is reached by adding the years of age and the years of recognized service, or a total figure of "85" if the employee is over 60 years of age;

b) because of physical or mental disability which incapacitates him in the performance of his duties, in which case the service of the disabled employee shall be calculated on the basis of three years for every two years of actual service performed. The minimum service indicated in this article shall not be required when the disability is directly attributable to the service, in which case he shall be granted the average superannuation calculated for thirty years of service in order to produce the corresponding pension;

c) for dismissal not caused by any of the reasons given in letters a) and b) of article 52 of these Regulations.

2. The superannuation shall be one thirtieth of the average salary, wages or any other remuneration received during the last three years, multiplied by the number of years of recognized service credited to the employee, not counting those beyond thirty.

3. When the employee has twenty years of service in the International Office, the average shall be based on the salaries, wages, or any other remuneration received during the last year of actual service.

4. The superannuation average to which the preceding paragraph refers may not exceed the average of paragraph 2 by a higher amount than a percentage equal to the years of service of the employee with the International Office, with a maximum of thirty years.

5. The average of salaries, wages, and other remuneration of personnel temporarily working outside the country in which the seat of the Union is situated, for service reasons, shall be calculated on the basis of salaries, wages, and other remuneration established in these Regulations payable to personnel working at the headquarters of the International Office in Montevideo. In no case shall travel allowances received while on a service mission be included in calculating the superannuation.

Article 44

Non-Uruguayan officials who at the time of joining the International Office are domiciled outside Uruguay, whether

they are permanent or provisional, shall be entitled to choose, either themselves or, in case of death, their assigns, from among the following plans:

a) that prescribed in article 43;

b) retirement after ten or more years of service when the figure representing their age plus years of service in the Office totals 70. The superannuation average shall be equal to sixty percent of the average salary or wages during the last three years, increased by a percentage equal to the employee's years of service with the International Office, up to a maximum of twenty;

c) upon leaving the post, the employee shall be entitled to receive on a one time basis a lump sum comprising all the contributions made to the reserve fund on the employee's behalf, including those corresponding to the retirement benefit, plus interest compounded at the rate of 5% per year, plus a supplement of 1% on this sum for each year of service.

Article 45

If the disability to which letter b) of article 43 refers occurs before 10 years of service, the employee shall be entitled to receive an amount equivalent to two salaries for each year of service performed.

Article 46

1. The officials of the International Office, of any nationality, who have previous service protected by various Funds, even in other countries, shall have the option to continue contributing to them or to resign from those Funds and their benefits, transferring those services to the Fund of the International Office.

2. This option shall be permitted when the employee has at least 5 years of service in the International Office.

3. In case the official makes use of this option, the Fund or Funds to which he was contributing, or the official himself, shall transfer the sum total of payments, reimbursements, employer's contributions and compounded interest corresponding to the official in question, as a necessary condition for transferring the services.

4. If, on the other hand, the official of the International Office wishes to transfer his contributions for services in the Office to another Fund, that other Fund must recognize his services in the International Office and the reserve fund must forward to the other Fund the contributions corresponding to the official, in proportion to the total income produced in the reserve fund and the remuneration paid to the official while he was in the service of the International Office.

Article 47

Annuities and pensions recognized and paid by the Fund of the International Office may be added to salaries received for activities protected by other Funds or to annuities or pensions paid by other Funds.

Article 48

Time spent on leave without salary shall not be computed for superannuation purposes.

Article 49

The superannuation shall become effective the first day the employee ceases to perform his duties and the pension, from the date of death of the employee or a legal declaration of his disappearance.

Article 50

All credits against the Funds on account of superannuation, pensions or any other benefits, shall lapse if they are not claimed within three years from the date on which they become effective.

Article 51

Whenever there is a change in the salaries assigned to the personnel of the International Office, the amounts paid to retired personnel and pensioners whose benefits have been calculated on the basis of the previous salaries shall be modified, taking into account the category of the position held by the beneficiary at the time of retirement or death. To obtain the sum of the new benefits, a reduction of 15% shall be made in the difference between the previous benefits and those that would correspond to the new salary.

Article 52

1. The right to superannuation shall be lost only:

a) for commission of a common-law crime affecting the professional honor of the employee, the action relating to the granting of superannuation being held in abeyance until a conviction is made or a supersedeas is declared. A supersedeas due to lack of accusation by the public prosecutor, pardon or amnesty granted before final judgment, shall be equal to an acquittal for purposes of these Regulations. A condemnitory judgment nullifies the right to superannuation, even in cases involving amnesty, pardon or suspension of sentence. The same shall hold true when the sentence prescribed for the crime is carried out;

b) for actions or omissions which constitute fraud or a serious fault in service related acts.

2. The Supervisory Authority shall determine whether fraud or a serious fault has been constituted, or whether the transgression affects the honor of the official.

3. The rightful assignees of the officials who lose their superannuation through application of this article shall receive the corresponding pension beginning on the date of exoneration, during the time they are without resources; and similarly, the wife and children of an official who, it being duly established, deserts his post and home shall have the same right during the time they are in needy circumstances.

Article 53

When an employee dies after ten years of service, the following persons shall be entitled to a pension: the widow, the disabled widower, minor children or disabled adult children, single daughters, parents, single or widowed sisters, minor brothers and sisters or disabled adult brothers and sisters, provided that the parents, single or widowed sisters, and minor and disabled adult borthers and sisters have no means of support.

Article 54

1. The pension shall consist of 50% of the superannuation to which the employee would have been entitled or was receiving

at the time of death, and 66% in the cases mentioned in letters a) and c) of article 56, as long as the concurrence of beneficiaries to which they refer continues to exist.

2. When there are minor children among the assigns, the sum of the pension shall be increased by 10% of the amount of the pension for each one, up to a sum equal to that of the basic pension. This increase shall apply to females up to the age 21 and to males up to the age of 18.

Article 55

1. Half of the pension belongs to the widow or to the disabled widower, if there is concurrence with the children or the parents of the employee; the other half shall be distributed on a "per capita" basis.

2. If there is no widow or disabled widower, the pension shall be distributed in equal parts among the concurrents.

3. When the entitlement of a concurrent ceases to exist, his entire share of the pension shall pass to the usufruct of the widow or disabled widower, except for the 10% allowed for minors.

4. In the event that there is no widow or disabled widower among the beneficiaries, elimination of the entitlement of one of the parties shall increase the sum given to the remaining beneficiaries by 50% of the share corresponding to the party whose entitlement has ceased to exist.

5. When the right of any of the concurrents to share in a pension is suspended, this amount shall increase that of the other beneficiaries in equal parts, for as long as the suspension lasts.

Article 56

In granting a pension, the following precedence shall be taken into account:

a) the widow or disabled widower, in concurrence with the children;

b) the children only;

c) the widow or disabled widower, in concurrence with the parents provided that the latter were dependents of the employee;

d) the parents, in concurrence with the single or widowed sisters of the employee, and minor or disabled adult brothers if they have no means of support.

Article 57

The right to a pension is lost:

a) for sons and minor brothers when they reach eighteen years of age;

b) for daughters when they marry;

c) when the assign is in any of the situations that, if arising while he was the heir of the employee or superannuated person, would cause his being disinherited or declared undeserving of the right to succession in accordance with the provisions of the civil legislation of Uruguay;

d) for widows when they remarry;

e) for parents when they acquire sufficient means of support;

f) for sisters when they marry or acquire sufficient means of support.

Article 58

Upon the death of a contributor, the Fund shall pay the assigns--except divorced wives--in one lump sum:

a) in the case of employees and laborers with less than ten years of service, a sum equal to the last monthly salary or the last 25 daily wages, multiplied by the number of years of service credited to them;

b) in the case of superannuated personnel, employees or laborers with more than ten years of service, the subsidy shall be a sum equal to six months of the superannuation salary or the last salary while in active duty, or six times the amount of the last twenty-five daily wages, respectively.

Article 59

If, upon the death of an active or superannuated employee, there are no legal assigns, the Fund shall arrange, at its own discretion, for funeral services and other expenses incurred during the last illness of the employee to be charged to the subsidy that might have belonged to the assigns.

Article 60

1. The Superannuation and Pension Fund of the personnel of the International Office of the Postal Union of the Americas and Spain shall be organized and directed by a Board of Directors composed of representatives of the administrations of three countries which are represented in the Consultatve and Executive Council, the Supervisory Authority of the International Office and the Director General of the International Office.

2. The administration and legal representation of the Fund shall be exercised by the Director General of the International Office.

Article 61

1. Permanent officials of the International Office are covered by the Superannuation and Pension Fund for the personnel of the International Office on a compulsory basis and shall be entitled to the benefits indicated in these Regulations.

2. Non-Uruguayan employees who at the time of joining the International Office are domiciled outside Uruguay, even if they were hired on a temporary basis, shall also be covered by the Superannuation and Pension Fund and shall be entitled to the appropriate benefits.

Article 62

The reserve fund of the Fund shall consist of:

a) the money currently deposited in the reserve fund;

b) thirty-four percent of salaries, family allowances, gratuities for years of service and any other remunerations paid to permanent employees, or if applicable, to those under contract or under temporary appointments of the International Office. For this purpose, these sums shall be included in the estimate of expenses of the Office and paid in advance by the Government of the Oriental Republic of Uruguay, which shall deposit them each year on 1 January in the Bank of the Oriental Republic of Uruguay;

c) the sums deducted from the salaries of personnel as disciplinary measures;

d) any savings in the budget from the time a vacancy occurs until the position if filled;

e) interest from the money and revenue from the assets belonging to the Fund;

f) the contributions of the administrations of member countries of the Union, in accordance with the needs of the reserve fund, as decided by Congresses when that fund appears to be insufficient.

Article 63

1. The funds and resources created for the reserve fund shall be earmarked exclusively for providing the benefits which it must dispense.

2. The funds must be placed in profitable investments and, basically, in mortgage secured loans.

3. Loans may be granted to the officials and members of the Fund, subject to the guarantees, interest rates and conditions established by the Administrative Council, the power to grant such loans being vested in the Director General of the International Office.

4. Likewise, the Fund may extend its guarantee for the rental of the residential dwelling of an official or member of the Fund.

CHAPTER VIII

RETIREMENT COMPENSATION

Article 64

1. Members of the Fund of the International Office who acquire the right to superannuation shall be entitled to a retirement compensation upon retiring.

2. The retirement compensation shall consist of an amount three times the average monthly salary or wages of the last year of active service if the staff member has a total of thirty years of service; six times if he has a total of thirty-six years of service and nine times if he has a total of forty years of service.

Article 65

For purposes of computing compensation in cases involving death while in active service or superannuation due to disability, three years shall be credited for every two years of actual service, and if the death or disability is attributable to the performance of official duties, thirty years.

Article 66

1. When, for purposes of this compensation, the member computes service covered by the regulations of other Funds which have an established retirement fund or similar benefit, said Funds shall transfer the contributions received on this account from the member, plus compounded interest.

2. In the payment of retirement compensation, service credited to the member for which he has received a benefit equal or similar to that established in these Regulations shall not be taken into account.

Article 67

1. When a member who is entitled to retirement compensation in accordance with article 64, dies while in active service a sum equivalent to the retirement compensation shall be paid to his assigns with right to a pension.

2. Distribution of this compensatory sum shall be made in accordance with the rules established for the distribution of the pension to be granted.

3. Retirement compensations, as well as those which correspond to the rightful assigns of members in case of death, may not be seized or transferred, and they are not subject to any charges or taxes.

Article 68

For purposes of financing this benefit, 1% of the salaries and wages of the International Office personnel shall be included in the budget of ordinary expenses of the International Office.

CHAPTER IX

AMENDMENTS

Article 69

CONDITIONS OF APPROVAL OF PROPOSALS CONCERNING

THE REGULATIONS OF THE INTERNATIONAL OFFICE

1. To become effective, proposals submitted to Congress relating to these Regulations shall be approved by a majority of the member countries represented at Congress. Two-thirds of the member countries of the Union shall be present at the time of voting.

2. For their amendment in the interval between Congresses, the procedure established in the General Regulations of the Universal Postal Union shall be applicable. In order for the provisions to become effective, they must obtain:

a) unanimity of votes cast, if they involve amendment of the provisions of articles 24, 25 and 34;

b) two-thirds of the votes cast, if they involve amendments other than those indicated in letter a).

In witness whereof, the plenipotentiary representatives of the Governments of the member countries have signed these Regulations at Lima, capital of Peru, on 18 March 1976.

[For signatures, see Spanish text, pp. 543–547.]

REGULATIONS OF THE TRANSFER OFFICE OF THE POSTAL UNION OF THE AMERICAS AND SPAIN

CONTENTS

GENERAL PROVISIONS

Articles 1 and 2

PERSONNEL

Articles 3, 4, 5, 6, 7, 8, 9 and 10

PROVISION OF FUNDS

Article 11

INFORMATION

Article 12

AMENDMENTS

Article 13

REGULATIONS OF THE TRANSFER OFFICE OF THE POSTAL UNION OF THE AMERICAS AND SPAIN

GENERAL PROVISIONS

Article 1

The Transfer Office shall function and perform its tasks in accordance with the stipulations of the Constitution, the General Regulations, the Convention and its Detailed Regulations.

Article 2

The General Directorate of Posts and Telecommunications of Panama and the International Office of the Postal Union of the Americas and Spain, in their capacity as supervisory authorities of the Transfer Office, shall:

a) make appropriate observations to the Chief of the Transfer Office concerning any aspect of the operation of the Transfer Office;

b) inform the member countries which use this service in the event that the observations made in accordance with letter a) are not taken into account by the Chief of the Transfer Office;

c) grant leaves to the Chief of the Transfer Office at his request and when justified;

d) approve or disapprove the superannuation of personnel of the Transfer Office;

e) jointly effect the dismissal of officials of the Transfer Office if and when any of the grounds established in article 10 of the Regulations of the Transfer Office exist. If there is a lack of agreement, they shall proceed as indicated in letter g) of this same article;

f) make final decisions on complaints by the personnel of the Transfer Office with respect to the decisions of the office of the Chief of the Transfer Office;

g) in case some problem arises relating to the Transfer Office, its officials or its services in which the General Directorate of Posts and Telecommunications of Panama and the International Office of the Union must intervene as supervisory authorities and they cannot reach agreement, the problem shall be arbitrated by the Consultative and Executive Council or by the Congress if it meets before the Council does.

PERSONNEL

Article 3

1. The personnel of the Transfer Office shall be as follows and shall receive the remuneration which is indicated in each case:

- a Chief of the Transfer Office, with a monthly salary of 2,448.78 gold francs;
- a First Transfer Assistant, with a monthly salary of 2,098.95 gold francs;
- a Secretary, with a monthly salary of 2,028.99 gold francs;
- a Second Transfer Assistant, with a monthly salary of 1,679.16 gold francs;
- a Concierge-messenger, with a monthly salary of 699.65 gold francs.

2. The salaries fixed in paragraph 1 shall be updated annually in the same proportion as the average rise in the cost of living in Panama during the period under consideration, according to the price index published by the General Directorate of Statistics and Census of Panama.

3. The updating shall be jointly conducted by the General Directorate of Posts and Telecommunications of Panama and the International Office of the Union in their capacity as supervisory and fiscal authorities of the Transfer Office.

Article 4

The Chief of the Transfer Office shall have the following responsibilities:

a) organization and direction of the work entrusted to the Transfer Office and each of the operations of receiving, delivery and reforwarding of dispatches sent to the Transfer Office;

b) preparation of detailed statistics on the movement of dispatches in transit;

c) preparation of quarterly accounts for each country, in conformity with the stipulations of the General Regulations;

d) submission of a quarterly statement to the General Directorate of Posts and Telecommunications of Panama and to the International Office of the Postal Union of the Americas and Spain indicating the contribution shares that each one of the administrations which have utilized the services of the Transfer Office must pay in the way of maintenance expenses of the Transfer Office;

e) undertake the direct supervision of the tasks of the personnel of the Transfer Office, to whom he shall issue the corresponding instructions for the proper fulfillment of their duties;

f) impose sanctions, conjointly with the General Directorate of Posts and Telecommunications of Panama, against the personnel of the Transfer Office who fail to perform their duties;

g) organize the service file or folder of each employee and make entries therein subject to prior examination by the party concerned;

h) authorize the payments of the Transfer Office and fix the travel expenditures for the mobilization of the personnel of said Office for service reasons;

i) submit his requests for vacation to the General Directorate of Posts and Telecommunications of Panama for its approval;

j) submit requests for the superannuation of personnel of the Transfer Office to the two Supervisory Authorities for their approval;

k) take all actions conducive to the smooth running of the Tranfer Office.

Article 5

The First Transfer Assistant shall be the legal subrogate of the Chief of the Transfer Office and shall replace him during temporary absences, exercising the same functions.

Article 6

1. The employees of the Transfer Office shall be entitled to paid vacations and leaves for certified illness for the lengths of time and in the manner prescribed by the legislation of the Republic of Panama for its postal employees.

2. The employees of the Transfer Office are entitled to leave without pay for up to thirty days during the fiscal year, granted by the competent authority.

3. The Director General of Posts and Telecommunications of Panama shall authorize the vacations and leaves of the Chief of the Transfer Office, and the latter, those of the other employees of the Transfer Office. These same officials are competent to apply the provisions of paragraphs 2 and 4 of this article.

4. Unjustified absences shall be penalized by the loss of one thirtieth of the employee's monthly salary for each day of absence; and if this is prolonged for more than ten consecutive days, it shall cause the post to be declared vacant by the competent authority.

Article 7

1. Employees who fail to perform the duties of their post, either intentionally or through negligence or carelessness, and are guilty of wrongdoing or a crime, shall be liable to disciplinary action corresponding to the seriousness of the fault.

2. The disciplinary measures shall consist of:

a) oral reprimand;

b) written warnings;

c) suspension from duty without pay for a specified period not to exceed 30 days;

d) dismissal.

3. The sum of the deductions referred to in letter c) of paragraph 2, shall go towards the Superannuation Fund of the Transfer Office.

Article 8

Disciplinary measures shall be imposed by means of a written resolution after having been shown to the employee at fault, who shall be assured of the right to defend himself.

Article 9

The employees of the Transfer Office shall be responsible for the duties assigned to them by the Chief of the Transfer Office.

Article 10

The personnel of the Transfer Office shall be appointed according to the stipulations of article 131 of the General Regulations and may not be dismissed except for proven bad conduct, obvious deficiency in the performance of duty, or by virtue of a penalty imposed under judicial sentence.

PROVISION OF FUNDS

Article 11

On advancing, in accordance with article 133 of the General Regulations, the necessary sums for the operation of the Transfer Office, the Postal Administration of Panama shall verify at the end of each month the salaries paid to the designated personnel and shall provide the Chief of the Transfer Office with the advances requested by him in order to cover expenses for the rental of premises, as well as for the mobilization of Transfer Office personnel and of day-laborers, transportation, freight, etc., of dispatches in transit. These advances shall be legalized monthly by

the Chief of the Transfer Office, after presentation of documents to support the expenditure made.

INFORMATION

Article 12

The International Office of the Union shall transmit annually to the administrations concerned the statistical data supplied by the Transfer Office concerning the operation of that Office, as well as reports of general interest supplied by the same Office.

AMENDMENTS

Article 13

PROPOSALS FOR THE AMENDMENT OF THE REGULATIONS OF THE TRANSFER OFFICE

1. To become effective, proposals submitted to Congress relating to these Regulations must be approved by a majority of the member countries represented at Congress. Two-thirds of the member countries of the Union must be present at the time of voting.

2. To become effective, proposals presented in the interval between Congresses must be approved:

a) by unanimity, if they involve the amendment of article 3;

b) by two-thirds of the member countries, if they involve amendments other than those indicated in letter a).

In witness whereof, the plenipotentiary representatives of the Governments of the member countries have signed these Regulations at Lima, capital of Peru, on 18 March 1976.

[For signatures, see Spanish text, pp. 554–557.]

CONVENTION OF THE POSTAL UNION OF THE AMERICAS AND SPAIN

CONTENTS

PREAMBLE

PART I

PROVISIONS OF A GENERAL NATURE

CHAPTER I

RULES CONCERNING INTERNATIONAL POSTAL SERVICES

Art.
1. Freedom of transit
2. Failure to give freedom of transit
3. Cooperation in the transportation of mail in transit
4. Transhipments in Panama
5. Charges and fees
6. Allocation of charges
7. Terminal dues
8. Forms

PART II

PROVISIONS CONCERNING THE LETTER POST

CHAPTER I

GENERAL PROVISIONS

9. Letter-post items
10. Obligatoriness of the service
11. Diplomatic pouches
12. Rates
13. Scholastic correspondence
14. Exemption from charges
15. Weight and size
16. Return of undeliverable items

Art.
17. Registration charge
18. Indemnities

CHAPTER II

AIR CONVEYANCE OF POSTAL ITEMS

19. Weight steps
20. Preferential treatment during emergencies

PART III

FINAL PROVISIONS

CHAPTER I

21. Conditions of approval of provisions concerning the Convention and its Detailed Regulations
22. Entry into force and duration of the Convention

FINAL PROTOCOL TO THE CONVENTION

CONVENTION OF THE POSTAL UNION OF THE AMERICAS AND SPAIN

The undersigned, plenipotentiary representatives of the Governments of the member countries of the Union, having regard to article 21, paragraph 3, of the Constitution of the Postal Union of the Americas and Spain, concluded at Santiago, capital of the Republic of Chile, on 26 November 1971, have by common consent drawn up in this Convention the rules applicable in common to the international postal service within the jurisdiction of the Union and the provisions concerning the letter-post services.

PART I

PROVISIONS OF A GENERAL NATURE

CHAPTER I

RULES CONCERNING INTERNATIONAL POSTAL SERVICES

Article 1 - Freedom of transit

Freedom of transit as set forth in article 1 of the Constitution carries with it the obligation for each country to forward the mails of the other member countries by the quickest routes and means used for its own items within the scope and limitations established in the Convention of the Universal Postal Union.

Article 2 - Failure to give freedom of transit

When a member country fails to observe the provisions of article 1, regarding freedom of transit, postal administrations of other member countries may discontinue their postal service with that country; in any event, they shall give prior notice to the administrations concerned by telegram, and inform the International Office of the Union of the fact, so that it may act as intermediary for the purpose of regularizing the situation.

Article 3 - Cooperation in the transportation of mail in transit

The administrations of member countries shall be obliged to assist each other by providing, on request, such cooperation as may be needed by their employees or others entrusted with the transportation of mail in transit through their countries.

Article 4 - Transhipments in Panama

1. All closed mails from member countries which must be transhipped via the Isthmus of Panama shall be handled by the Transfer Office, using the most rapid means available in conformity with the standards of the Universal Postal Union, with the exception of mails originating from administrations which have their own services, in accordance with bilateral agreements signed with the Republic of Panama.

2. The Transfer Office shall provide the user postal administrations, directly by airmail, with current information on the shipping routes and on the means available for the onward forwarding of closed dispatches which are entrusted to it for this purpose by these administrations.

Article 5 - Charges and fees

The charges and fees laid down in the Convention and the Agreements of the Union for the various international postal services shall be the only charges which may be collected throughout the extend of the Union.

Article 6 - Allocation of charges

Except where expressly otherwise provided by the Convention and the Agreements, each administration shall retain the full amount of the charges which it has collected.

Article 7 - Terminal dues

A postal administration which, in its exchanges by air and surface means, with another member administration of the Union, receives a larger quantity of letter-post items than it sends to that administration shall have the right to collect from the dispatching administration, as compensation, the payment prescribed by the Convention of the Universal Postal Union,[1] under the conditions established therein.

[1] TIAS 5881, 7150; 16 UST 1291; 22 UST 1056.

Article 8 - Forms

Use of the various forms established in the Acts of the Union, and in all other cases those governing in the system of the Universal Postal Union shall be compulsory, unless the administrations concerned have concluded agreements on this particular matter.

PART II

PROVISIONS CONCERNING THE LETTER POST

CHAPTER I

GENERAL PROVISIONS

Article 9 - Letter-post items

Letter-post items are:

a) letters;

b) postcards;

c) printed papers;

d) cecograms (literature for the blind);

e) small packets.

Article 10 - Obligatoriness of the service

1. The admission, transmission, and reception of letter-post items is compulsory, provided that the general conditions of acceptance are met.

2. The exchange of small packets weighing in excess of 500 grams shall be limited to the countries which agree to this exchange, either reciprocally or in a single direction only.

Article 11 - Diplomatic pouches

1. Throughout the extent of the Union, member countries shall accept diplomatic pouches from embassies and legations upon payment of the rates prescribed in article 12.

2. Diplomatic pouches shall not weigh more than 20 kilograms, nor exceed the following dimension limits: length, width and height combined, 140 centimeters, with the greatest dimension not to exceed 60 centimeters.

3. Diplomatic pouches shall be provided with locks, padlocks, or other suitable security devices.

4. These pouches shall be mailed at the post office as registered items.

5. Diplomatic pouches shall preferably be dark green in color, in order to facilitate their correct and rapid handling.

Article 12 - Rates

1. The postage rates applicable to letter-post items by surface mail shall be those established in the system of the Universal Postal Union, optionally reduced by up to 15%.

2. The forwarding of letter-post items by airmail, for all or part of their routing, may give rise to the collection of air surcharges or combined charges.

3. Except when there exist bilateral agreements for their exchange with exemption from postal charges, diplomatic pouches via surface mail shall be charged at the rate for printed papers.

4. Diplomatic pouches may be sent by air, subject in all cases to payment of the surcharges applicable to printed papers.

Article 13 - Scholastic correspondence

1. Letter-post items exchanged between pupils of schools, even when the items have the character of current and personal

correspondence, may be admitted at the rates applicable to printed papers, on the condition that they use the principals of the schools concerned as intermediaries.

2. Lessons sent by correspondence schools to their pupils and the written assignments sent by pupils to their schools may also be admitted at the rates applicable to printed papers.

3. Subject to prior agreement between the administrations concerned, minimum quantities of the materials necessary for the proper completion of the courses may be enclosed with the lessons sent to pupils provided that this does not alter the class and category of the item.

Article 14 - Exemption from charges

The exemptions from postal charges established in the Acts of the Universal Postal Union shall be applicable throughout the extend of the Union.

Article 15 - Weight and size

The limits of weight and size of letter-post items shall be as stipulated in the Convention of the Universal Postal Union with the exception of printed papers, the maximum weight of which may be fixed at 10 kilograms. Printed papers of greater weight may be accepted provided there is a prior agreement between the administrations.

Article 16 - Return of undeliverable items

Items which have not been delivered to the addressees for whatever reason and which must be returned to origin shall be exempt from payment of postal charges and, optionally, from customs duties. However, administrations which collect a charge for the return of items in their internal service shall be authorized to collect this same charge on the international mail returned to them.

Article 17 - Registration charge

The items to which article 9 refers may be sent as registered mail through payment of a charge equal to that established by the Universal Postal Union.

Article 18 - Indemnities

1. In case of liability on the part of the administrations for the loss of a registered item, the sender or, with his authorization, the addressee, shall be entitled to an indemnity equal to that established in the Convention of the Universal Postal Union, although a lesser indemnity may be claimed.

2. When an administration establishes it own liability in the loss of a registered item, it shall communicate with the inquiring administration, authorizing payment of the indemnity due, as soon as possible and, at the latest, within a period of five months from the date of inquiry.

CHAPTER II

AIR CONVEYANCE OF POSTAL ITEMS

Article 19 - Weight steps

1. For the application of air surcharges or of combined charges, the weight steps for airmail items shall be fixed at five grams or multiples of five grams.

2. However, member countries which have not established the use of the metric system may adopt its equivalent in accordance with the system of weights in effect in their domestic postal service.

Article 20 - Preferential treatment during emergencies

1. International airmail shall receive preferential treatment in the country of destination, when due to unfore-

seen circumstances or force majeure, it cannot be conveyed in that country on the aircrafts by which it would normally be sent.

2. When due to force majeure aircraft cannot land in the country of destination, the mails of whatever origin being carried shall be unloaded in one of the neighboring countries which offer the best guarantees for their onward transmission by the most rapid route that it has available.

PART III

FINAL PROVISIONS

CHAPTER I

Article 21 - Conditions of approval of provisions concerning the Convention and its Detailed Regulations

1. To be approved, proposals submitted to Congress relating to this Convention and its Detailed Regulations shall require the affirmative vote of a majority of the member countries present and voting. Half of the member countries of the Union represented at Congress shall be present at the time of voting.

2. For their amendment in the interval between Congresses, the procedure established in the General Regulations of the Universal Postal Union shall be applicable. In order for the provisions to become effective, they must obtain:

a) unanimity of votes if they involve amendments to articles 1, 2, 4, 5, 6, 9, 10, 12, 14, 15, 17, 18, 21 and 22 of Convention and to any of the articles of its Final Protocol;

b) two-thirds of the votes cast if they involve amendments of substance to provisions of the Convention and its Detailed Regulations, other than those mentioned under a);

c) a majority of the votes cast if they involve:

1° drafting amendments to the provisions of the Convention and its Detailed Regulations other than those mentioned under a);

2° interpretation of the provisions of the Convention, its Final Protocol and its Detailed Regulations, except in case of a dispute to be submitted to arbitration as provided in article 31 of the Constitution.

Article 22 - Entry into force and duration of the Convention

This Convention shall come into force on 1 October 1976, and shall remain in effect until the entry into force of the Acts of the next Congress.

In witness whereof, the plenipotentiary representatives of the Governments of the member countries have signed this Convention at Lima, capital of Peru, on 18 March 1976.

[For signatures, see Spanish text, pp. 566–570.]

FINAL PROTOCOL TO THE CONVENTION

At the time of signing the Convention concluded by the Eleventh Congress of the Postal Union of the Americas and Spain, the undersigned plenipotentiary representatives have agreed to the following:

I

Ecuador shall not allow the alteration or correction of address, nor the withdrawal, of the following categories of letter-post items: printed papers and small packets, as the laws of the country do not so permit.

II

Argentina, Bolivia, Colombia, Costa Rica, Cuba, Chile, Ecuador, El Salvador, Spain, United Mexican States, Guatemala, Nicaragua, Panama, Paraguay, Peru, Federative Republic of Brazil, Republic of Honduras, Republic of Venezuela, and Uruguay declare that in accordance with the general principle of reciprocity, they shall apply the same restrictive or exceptional measures established by other member countries either in this Final Protocol or at the time of formal ratification of the Acts.

III

The United States of America formulates a reservation to paragraphs 3 and 4 of article 12, "Rates", as it is unable to comply with these provisions due to internal policy with respect to the rates which apply to items contained in diplomatic pouches.

In witness whereof, the plenipotentiary representatives of the Governments of the member countries have signed this Final Protocol at Lima, capital of Peru, on 18 March 1976.

[For signatures, see Spanish text, pp. 566-570.]

DETAILED REGULATIONS OF THE CONVENTION OF THE POSTAL UNION OF THE AMERICAS AND SPAIN

CONTENTS

PREAMBLE

PART I

GENERAL PROVISIONS

CHAPTER I

SETTLEMENT OF ACCOUNTS

Art.
101. Offsetting of accounts and settlement of balances

CHAPTER II

MISCELLANEOUS PROVISIONS

102. Telegraphic addresses

PART II

PROVISIONS CONCERNING THE LETTER POST

CHAPTER I

CUSTOMS CONTROL

103. Items subject to customs inspection

CHAPTER II

EXCHANGE OF MAIL

104. Exchange of dispatches
105. C 18 bills and verification notes
106. Transmission of diplomatic pouches
107. Empty bags

CHAPTER III

PROVISIONS CONCERNING TERMINAL DUES

Art.
108. Determination of terminal dues
109. Preparation of terminal dues accounts

PART III

FINAL PROVISIONS

CHAPTER I

110. Entry into force and duration of the Regulations

DETAILED REGULATIONS OF THE CONVENTION OF THE POSTAL UNION OF THE AMERICAS AND SPAIN

The undersigned, plenipotentiary representatives of the Governments of the member countries of the Union, assembled in Congress at Lima, capital of Peru, having regard to article 21, paragraph 3, of the Constitution of the Postal Union of the Americas and Spain concluded at Santiago, capital of the Republic of Chile, on 26 November 1971, have by common consent and in representation of their administrations adopted the following regulations for ensuring the implementation of the Postal Convention of the Americas and Spain.

PART I

GENERAL PROVISIONS

CHAPTER I

SETTLEMENT OF ACCOUNTS

Article 101 - Offsetting of accounts and settlement of balances

1. Notwithstanding the methods established by universal postal legislation, postal administrations may settle by offsetting debit and credit balances relating to different services, including that of telecommunication when such service depends on them, directly or indirectly. If such is not the case with respect to this latter service, the prior concurrence of the postal administration concerned shall be required.

2. When payment is made under any of the established methods, the administrations are obligated to give notice of the payment they are making, with the creditor administration supplying information relative to the payment, while acknowledging its receipt and in the case of offsetting of balances, giving the proper concurrence, within the shortest time possible.

3. All accounts drawn up between administrations may be settled annually through the International Office of the Union, with the debit balances to be settled as soon as possible and within a period of three months from the date on which the country concerned receives the balance statement.

CHAPTER II

MISCELLANEOUS PROVISIONS

Article 102 - Telegraphic addresses

1. The telegraphic addresses for the communications of administrations between one another shall be those indicated in the Detailed Regulations of the Convention of the Universal Postal Union.

2. The telegraphic address of the International Office of the Union is: "UPAE - MONTEVIDEO".

3. The telegraphic address of the Transfer Office is: "OTRANS - PANAMA".

4. The telegraphic address of the postal technical schools of the Postal Union of the Americas and Spain is: "ESUPAE" followed by the name of the destination locale.

PART II

PROVISIONS CONCERNING THE LETTER POST

CHAPTER I

CUSTOMS CONTROL

Article 103 - Items subject to customs inspection

1. It shall be obligatory to affix to the front of letter-post items which are sealed and subject to customs control a green label, preferably adhesive, conforming to specimen C-1 established by universal postal legislation.

2. For unsealed items, other than small packets, use of the C-1 label shall not be compulsory; its absence shall not, however, exempt the items from inspection by the Customs of the country of destination.

3. Administrations shall urge senders to indicate the weight of small packets on the green C-1 label so that those administrations of destination which collect a delivery charge for packets exceeding 500 grams may easily identify these items.

4. If the value of the contents declared by the sender exceeds the amount laid down in the Detailed Regulations of the Convention of the Universal Postal Union, or if the sender prefers, the items bearing green labels shall also be accompanied by customs declarations, form C 2/CP 3, in the number prescribed by each administration. In this case, only the upper part of the C-1 label shall be affixed to the item.

CHAPTER II

EXCHANGE OF MAIL

Article 104 - Exchange of dispatches

1. The administrations of the member countries may exchange, via one or more of them, both closed dispatches and à découvert items under the conditions established by universal postal legislation.

2. The labels of the bags shall always bear the number of the dispatch to which they belong. When the dispatch consists of several bags, the label of the bag containing the letter bill, even if it is a "Nil" letter bill, shall bear a bold letter "F". That same label shall bear the number of the dispatch and the total number of bags comprised in the dispatch.

Article 105 - C 18 bills and verification notes

1. The office of destination of the C 18 bill shall enter on this document the date of receipt of the dispatch, as well as the bags received, detailing the totals for each type of label.

2. Notes of irregularities made at the time of receipt of the C 18 bills must include full details regarding bags found to be extra or missing (numbers of the dispatch and of the list when registered items are involved, origin and destination).

3. The text of the notes of irregularities must be identical on all copies of the bill documenting the dispatch.

4. Immediately after receiving a dispatch, a copy of the bill, duly signed, must be returned by airmail to the dispatching office.

5. When bags transported by sea route arrive torn or with their seals violated, the office of debarkation shall immediately verify the contents, reporting by means of a formal document the results of the examination to the ship's officer in charge of the mail, as well as to the office of origin of the dispatch, to the office of destination and to the office of embarkation.

Article 106 - Transmission of diplomatic pouches

1. Diplomatic pouches shall be forwarded by the same routes which the dispatching administration uses for the transmission of its items to the administration of destination.

2. The dispatching office of exchange shall enter in the "Observations" column of the special list of registered items the words "Diplomatic Pouch" and the number of these, if there are several.

3. This mail shall be announced by means of a notation on the letter bill of the dispatch containing it.

4. For purposes of calculating air conveyance dues, diplomatic pouches shall be considered as items of the AO category.

Article 107 - Empty bags

The bags used by the administrations to dispatch letter-post items shall be returned empty by the exchange offices of destination to the office of origin in the manner pre-

scribed by universal postal legislation. However, the administrations may reach agreement for the purpose of using the empty bags to dispatch their own letter-post items.

CHAPTER III

PROVISIONS CONCERNING TERMINAL DUES

Article 108 - Determination of terminal dues

The terminal dues mentioned in article 7 of the Convention shall be determined on the basis of the statistics prescribed in the Acts of the Universal Postal Union.

Article 109 - Preparation of terminal dues accounts

For the preparation of terminal dues accounts, the procedures governing within the sphere of the Universal Postal Union shall be adopted.

PART III

FINAL PROVISIONS

CHAPTER I

Article 110 - Entry into force and duration of the Regulations

These Regulations shall enter into force on the same date as the Convention, and shall have the same duration as that Convention.

In witness whereof, the plenipotentiary representatives of the Governments of the member countries have signed these Regulations at Lima, capital of Peru, on 18 March 1976.

[For signatures, see Spanish text, pp. 566–570.]

POSTAL PARCELS AGREEMENT

CONTENTS

PREAMBLE

Art.
1. Purpose of the Agreement
2. Categories
3. Methods of dispatch and delivery
4. Prohibitions
5. Weight and size
6. Charges and fees
7. Air surcharges
8. Free postage
9. Settlement of balances
10. Charges for customs clearance, delivery and storage. Fees
11. Prohibition of other charges
12. Liability
13. Exceptions to the principle of liability
14. Undelivered parcels. Return
15. Parcels with dual addresses
16. Conditions of approval of proposals concerning this Agreement and its Detailed Regulations
17. Matters not provided for
18. Entry into force and duration of the Agreement

FINAL PROTOCOL TO THE AGREEMENT

POSTAL PARCELS AGREEMENT

The undersigned, plenipotentiary representatives of the Governments of the member countries of the Union, assembled in Congress at Lima, capital of Peru, having regard to article 21, paragraph 4, of the Constitution of the Postal Union of the Americas and Spain concluded at Santiago, capital of the Republic of Chile, on 26 November 1971, have, by common consent and subject to the provisions of article 23, paragraph 3, of the Constitution, adopted the following Agreement:

Article 1 - Purpose of the Agreement

1. The purpose of this Agreement is to regulate the exchange of items called "postal parcels" or such synonyms as "postal packages" or "parcel post", between contracting countries within the sphere of the Union.

2. The exchange may be effected either directly or via one or more intermediary countries.

Article 2 - Categories

1. The same categories of parcels may be admitted, under the conditions established in the Postal Parcels Agreement of the Universal Postal Union.

2. In addition, special parcels shall be admitted, which are those destined to countries where disasters of any kind have occurred, provided that these parcels are addressed to the national Red Cross or to the Aid Committees established for those purposes in the affected countries.

3. The admission of parcels other than ordinary parcels shall be limited to those administrations which agree to provide this service.

Article 3 - Methods of dispatch and delivery

1. Depending on the method of dispatch or of delivery, parcels may be said to be:

a) air parcels, if accepted for air conveyance between two countries;

b) urgent parcels when they must be transported by the rapid means used for correspondence;

c) express parcels, if on arrival at the office of destination they must be delivered to the place of address by special messenger or if the special messenger must deliver an advice of arrival, when delivery to the place of address is not undertaken.

2. The exchange of air, urgent and express parcels shall require prior agreement between administrations of origin and destination.

Article 4 - Prohibitions

Postal parcels containing objects whose conveyance is prohibited by the Postal Parcels Agreement of the Universal Postal Union shall not be accepted for dispatch.

Article 5 - Weight and size

The maximum weight and size of parcels shall be as established in the pertinent Agreement of the Universal Postal Union. However, the administrations of the member countries may accept, provided they have the prior concurrence of the countries concerned, parcels with other weight and size limits.

Article 6 - Charges and fees

1. The principal charge to be paid by the senders of parcels at the time of deposit shall consist of the sum of the outward and inward land rates, the transit land rate and the sea rate, if applicable, as established in the Postal Parcels Agreement of the Universal Postal Union.

2. In addition, postal administrations shall be authorized to collect from the senders or the addressees, as the case may be, the supplementary charges and fees established in the Postal Parcels Agreement of the Universal Postal Union.

3. Administrations shall have the option to fix the outward and inward land rates, as well as the transit land rate, on the basis of an average charge per kilogram applicable to the total net weight of each dispatch.

4. Administrations may:

a) with respect to their outward land rates:increase or reduce them as they see fit, so long as in the case of a reduction they are not lower than their inward land rates:

b) with respect to their inward land rates: increase or reduce them as they see fit, except that the increase may not exceed, in the case of the weight steps up to 10 kilograms, one half of the inward land rates;

c) apply an exceptional inward rate of 50 centimes at most or those which they have indicated in article II of the Final Protocol to the Postal Parcels Agreement of the Universal Postal Union.

5. Administrations which within the universal system are authorized to collect exceptional transit land rates may likewise make use of those authorizations within the Spanish-American system, but in no case may they apply higher rates than those established for the system of the Universal Postal Union.

6. The administration of origin shall credit each administration taking part in the conveyance, including the administration of destination, with the rates which are due in accordance with the provisions of the preceding paragraphs.

7. Administrations shall advise each other, through the intermediary of the International Office, of the outward and inward land rates, the transit land rates and the sea rates fixed in their respective countries.

8. Air parcels, in addition to the land rates established by the administrations of origin and destination, shall be subject to payment of the corresponding charges, surcharges or combined charges, which shall be proportionate to the weight and routing of the parcel.

9. For insured parcels or cash-on-delivery parcels, the fees prescribed in the respective Agreements of the Universal Postal Union in force may be collected. The insurance charge for insured parcels shall be one of those established in the Postal Parcels Agreement of the Universal Postal Union.

Article 7 - Air surcharges

1. Administrations shall fix the air surcharges for forwarding parcels by air, and in principle, the sum thereof shall correspond to the dues payable for such conveyance.

2. Administrations may adopt, for fixing air surcharges, smaller weight steps than one kilogram.

3. Air surcharges shall be uniform for the whole of the territory of the country of destination whatever the routing used.

Article 8 - Free postage

1. Administrations agree to accept for dispatch exempt from all postal charges:

a) service parcels;

b) special parcels;

c) parcels for prisoners of war and civilian internees.

2. The exemption from postal charges referred to in paragraph 1 does not include air surcharges for special parcels and parcels for prisoners of war and internees. However, service parcels, with the exception of those originating from the International Office, shall be exempt from air surcharges.

Article 9 - Settlement of balances

When, in the settlements for parcels service between two administrations of the Union, the annual balance does not exceed the limit prescribed in the corresponding Agreement of the Universal Postal Union, the debtor administration shall be exempted from payment.

Article 10 - Charges for customs clearance, delivery and storage. Fees

1. The administrations of destination may collect from the addressees of parcels the charges for customs clearance, delivery, storage and other charges stipulated in the respective Postal Parcels Agreement of the Universal Postal Union.

2. The administrations of destination shall be authorized to collect from the addressees the fees prescribed in their internal legislation.

3. When the administrations concerned so agree, parcels addressed to members of the Diplomatic and Consular Corps, except those addressed to such individuals which contain articles subject to payment of customs duties, may be exempted from payment of the postal delivery charge.

Article 11 - Prohibition of other charges

The parcels mentioned in this Agreement may not be subjected to postal charges other than those established in the Postal Parcels Agreement of the Universal Postal Union.

Article 12 - Liability

1. Administrations shall be liable for the loss of, theft from or damage to parcels.

2. The sender shall be entitled for these purposes to an indemnity equivalent to the actual amount of the loss, theft or damage; indirect loss or loss of profits shall not be taken into consideration. However, this indemnity may in no case exceed:

a) for insured parcels, the amount of the insured value in gold francs;

b) for other parcels, the amounts laid down in the corresponding Agreement of the Universal Postal Union.

3. In the case of theft or damage, the indemnity shall be calculated according to the current price of goods of the same kind at the place and time at which the parcel was accepted for conveyance.

4 . For insured parcels or cash-on-delivery parcels exchanged between those administrations which agree to carry out these services, the indemnity may not exceed the insured value or the cash-on-delivery amount.

5. In the case of force majeure, the provisions of the Postal Parcels Agreement of the Universal Postal Union shall be applicable.

Article 13 - Exceptions to the principle of liability

1. Postal administrations shall be exempted from all liability in the same cases as prescribed in the Postal Parcels Agreement of the Universal Postal Union.

2. Likewise, they shall not be liable with respect to false customs declarations, in whatever form these are made, nor for decisions taken by the Customs on examination of parcels submitted to their control.

Article 14 - Undelivered parcels. Return

In these cases, the regulations established in the respective Agreement of the Universal Postal Union shall apply to the parcels.

Article 15 - Parcels with dual addresses

Senders may deposit parcels addressed to banks or other entities for delivery to a second addressee; however, delivery to the latter shall be effected with the prior authorization of the first addressee. Nevertheless, notification of the arrival of such parcels shall be given to the second addressee and the fees laid down in article 10 may be collected from him.

Article 16 - Conditions of approval of proposals concerning this Agreement and its Detailed Regulations

1. To be approved, proposals submitted to Congress relating to this Agreement and its Detailed Regulations shall require the affirmative vote of a majority of the member countries present and voting which are parties to the Agreement. Half of these member countries represented at Congress must be present at the time of voting.

2. For their amendment in the interval between Congresses, the procedure established in the General Regulations of the Universal Postal Union shall be applicable. In order for the provisions to become effective, they must obtain:

a) unanimity of votes, if they involve the introduction of new provisions or amendments to articles 1, 2, 5, 6, 10, 11, 12, 13, 14, 16 and 18 of this Agreement and to any of the articles of its Final Protocol;

b) two-thirds of the votes in order to amend any other provisions.

Article 17 - Matters not provided for

1. All matters not provided for by this Agreement shall be governed by the provisions of the Postal Parcels Agreement of the Universal Postal Union, its Detailed Regulations or failing this, by the internal legislation of the country where the parcel in question happens to be located. Wherever this Agreement makes reference to provisions of the Postal Parcels Agreement of the Universal Postal Union, the member countries not signatory to the latter shall have the option of applying its provisions or alternatively those of their own internal legislation.

2. Nevertheless, the administrations of member countries may, subject to prior agreement, fix other details for the operation of the service.

3. The right of the administrations of member countries to maintain in force the regulatory procedures adopted by virtue of agreements which exist between them is recognized.

Article 18 - Entry into force and duration of the Agreement

1. This Agreement shall come into force on 1 October 1976, and shall remain in operation for an indefinite period, each member country reserving unto itself the right to denounce it by means of a notice given by its Government to the Government of the Oriental Republic of Uruguay, which shall inform the other member countries accordingly.

2. The Agreement shall cease to govern with respect to the member country which has denounced it upon expiration of a period of one year reckoned from the day on which the notice is received by the Government of the Oriental Republic of Uruguay.

In witness whereof, the plenipotentiary representatives of the Governments of the member countries have signed this Agreement at Lima, capital of Peru, on 18 March 1976.

[For signatures, see Spanish text, pp. 586–590.]

FINAL PROTOCOL TO THE
POSTAL PARCELS AGREEMENT

At the time of signing the Postal Parcels Agreement concluded by the Eleventh Congress of the Postal Union of the Americas and Spain, the undersigned plenipotentiary representatives have agreed the following:

I

Canada and the United States of America formulate a reservation to article 2, paragraph 2, and to article 8, paragraph 1, letter b), as they are unable to comply with these provisions due to internal policy on the subject of "postage-free items".

II

Canada formulates a reservation with respect to article 6, "Charges and fees", as it is unable to comply with these provisions, and shall apply the same outward and inward land rates, as well as the sea transit rates, which it has established in its relations with other countries.

III

The United States of America formulates a reservation to article 6, "Charges and fees", as it is unable to comply with all of its provisions, and shall apply instead transit, inward and outward rates which do not exceed those established in its relations with other countries.

IV

Canada, Ecuador, the United States of America and the Republic of Venezuela formulate a reservation to article 12, "Liability", to the effect that they shall not pay any indemnity whatsoever for the loss of, theft from or damage to ordinary parcels destined to or received from member countries of the Union.

V

Bolivia formulates a reservation to article 12, "Liability", to the effect that it shall not pay any indemnity whatsoever for the loss of, theft from or damage to uninsured parcels.

VI

Bolivia, Ecuador, El Salvador and the Republic of Venezuela formulate a reservation to article 14, "Undelivered parcels. Return", to the effect that they shall not return parcels once the addressee has requested that the parcels be recorded with Customs for the payment of such customs duties as may be applicable, since that is incompatible with those countries' customs laws.

VII

Bolivia and Nicaragua state that they shall not return to origin those parcels containing foodstuffs and advertising material that have not been claimed by the addressees within the established time limit.

VIII

Argentina, Colombia, Costa Rica, Cuba, Chile, Ecuador, El Salvador, Spain, the United Mexican States, Guatemala, Nicaragua, Panama, Paraguay, Peru, the Federative Republic of Brazil, the Republic of Honduras, the Republic of Venezuela and Uruguay state that, in accordance with the general principle of reciprocity, they shall apply the same restrictive or exceptional measures established by other member countries, either in this Final Protocol or at the time of formal ratification of the Acts.

In witness whereof, the plenipotentiary representatives of the Governments of the member countries have signed this Final Protocol at Lima, capital of Peru, on 18 March 1976.

[For signatures, see Spanish text, pp. 586–590.]

DETAILED REGULATIONS OF THE POSTAL PARCELS AGREEMENT

CONTENTS

PREAMBLE

Art.
101. Routing - Transmission
102. Dispatch notes and customs declarations
103. Parcels with dual addresses
104. Insured parcels
105. Recording of ordinary parcels
106. Redirection
107. Return - Charges
108. Make-up of dispatches
109. Dispatches in transit
110. Receipt and check of dispatches
111. Return of empty bags
112. Period of retention of documents
113. Accounts
114. Matters not provided for
115. Entry into force and duration of the Regulations

DETAILED REGULATIONS OF THE
POSTAL PARCELS AGREEMENT

The undersigned, plenipotentiary representatives of the Governments of the member countries of the Union, assembled in Congress at Lima, capital of Peru, having regard to article 21, paragraph 4, of the Constitution of the Postal Union of the Americas and Spain, concluded at Santiago, capital of the Republic of Chile, on 26 November 1971, have by common consent and on behalf of their administrations adopted the following regulations for ensuring the implementation of the Postal Parcels Agreement.

Article 101 - Routing - Transmission

1. Each administration shall forward by the routes and means which it uses for its own parcels the parcel post dispatches and a découvert parcels transferred to it by another administration to be conveyed in transit through its territory.

2. The routes for forwarding shall be agreed upon by the administrations concerned and included in the CP 1 table (Universal Postal Union).

3. The transmission of parcels between adjacent countries shall be effected under the conditions established by common consent between the administrations concerned.

4. The exchange of parcels between non-adjacent countries shall be effected in closed dispatches.

5. Administrations shall communicate to one another, by means of the International Office of the Union, the names of their authorized offices of exchange and the respective jurisdictions which they encompass.

Article 102 - Dispatch notes and customs declarations

1. A dispatch note and a customs declaration, in the number of copies required by the country of destination,

conforming to specimen CP 2 and specimen C2/CP 3 (Universal Postal Union) shall be made out for each parcel; the customs declarations shall be securely attached to the dispatch note.

2. The formalities to be complied with by the sender shall be those established in the universal postal legislation.

3. Provided that the administration of destination is not opposed, up to three ordinary parcels posted similtaneously at the same office by the same sender, sent by the same route, subject to the same charge and addressed to the same addressee may be included on a single dispatch note, together with the respective customs declarations. This provision does not apply to insured parcels or cash-on-delivery parcels.

4. If the administration of destination so admits, the administration of origin may use tie on tags to serve as dispatch notes and customs declarations, in which case such tags shall have the same legality as the documents which they replace.

Article 103 - Parcels with dual addresses

The senders of parcels addressed to banks or other entities for delivery to second addressees shall indicate on the labels, wrappings or coverings of such parcels, the exact names and addresses of the persons to whom they are being sent.

Article 104 - Insured parcels

1. As regards their make-up, insured parcels shall conform to the rules established in the Detailed Regulations of the Postal Parcels Agreement of the Universal Postal Union, and such parcels, like their dispatch notes, shall be provided with a CP 7 label (Universal Postal Union) or ultimately with a CP 8 label (Universal Postal Union), characterized by the word "Insured".

2. The sender shall indicate, in ink, on the parcel and the dispatch note, in words with roman lettering and figures,

without erasure or alteration, the amount of the insured value in the currency of the country of origin. The amount of the insured value shall be converted into gold francs, underlined in colored pencil.

3. The administration of origin shall indicate the exact weight in grams on the parcel beside the address and on the dispatch note.

4. Administrations shall hand over free of charge to the sender a receipt showing the mailing particulars of the parcel.

5. When, as a result of the provisions contained in article 13, paragraph 2, of the Agreement, an administration seizes a parcel , it shall communicate the fact to the administration of origin as soon as possible, and send to that administration the documentary evidence.

Article 105 - Recording of ordinary parcels

1. Every parcel and its corresponding dispatch note shall have affixed thereon a CP 8 label (Universal Postal Union) indicating the serial number of the parcel and the name of the office of posting. If the administration of origin so permits, that part of the CP 8 label which is to be affixed to the dispatch note may be replaced by a preprinted indication having the same layout as the corresponding part of the label.

2. Administrations may agree to dispense with the formalities mentioned in paragraph 1, for reasons of mutual convenience.

3. Administrations may hand over to the sender a receipt showing the mailing particulars.

4. The office of origin shall affix on the dispatch note an impression of the date-stamp and shall indicate the weight of the parcel in kilograms and hundreds of grams.

Article 106 - Redirection

The redirection of parcels shall be governed by the provisions contained in the Detailed Regulations of the Postal Parcels Agreement of the Universal Postal Union.

Article 107 - Return - Charges

1. An office which returns a parcel to the sender shall indicate on the parcel and on the dispatch note the reason for non-delivery.

2. The charges and fees which must be paid by the sender shall be indicated in the respective column of the CP 11 parcel bill (Universal Postal Union). Where applicable, the respective dispatch note shall be accompanied by a CP 25 statement of charges (Universal Postal Union).

3. When the office which returns a parcel fails to indicate these amounts, the office which receives the parcel shall officially credit the returning office only with the outward land rate and the sea rate, if applicable.

Article 108 - Make-up of dispatches

1. The dispatching administrations shall enter each parcel on a CP 11 parcel bill (Universal Postal Union), together with all the details which serve to completely identify the item, and send two copies of the form CP 11 to the office of destination of the dispatch. However, administrations may agree to record the parcels on this form in the manner which is most convenient to their respective services.

2. The administrations which decide to use the average charge per kilogram in accordance with the provisions of article 6, paragraph 3, of the Agreement, shall enter on the parcel bill the number of parcels, the total net weight and the total number of bags making up each dispatch.

3. The dispatching offices of exchange shall number the dispatches according to an annual series for each office of exchange of destination. The first dispatch of each year shall show the number of the last dispatch of the previous year.

4. For parcels contained in closed dispatches, administrations may agree on the dispatch notes, customs declarations and other documents which may be required, being attached to the parcels contained in each bag, and when the dispatch consists of several bags, all of them shall be forwarded by the same shipment.

5. The bags shall be secured with fastenings guaranteeing the integrity of their contents and shall bear a label, yellow ochre in color, indicating the number of the dispatch, the order number of the bag, the number of parcels which it contains and the gross weight of the bag. The labels of bags which contain insured parcels shall be marked with the letter "V" in red.

6. The CP 11 parcel bill (Universal Postal Union) shall be inserted in the last bag of those comprising the dispatch. In addition to the indications mentioned in the preceding paragraph, the total number of bags making up the dispatch shall be noted on the corresponding label and the letter "F" shall be inscribed on it.

Article 109 - Dispatches in transit

The dispatching office of exchange shall send to each of the intermediate administrations a CP 12 special parcel bill (Universal Postal Union) with the details of the payments which are due them. Administrations shall agree upon the manner in which this document is to be remitted.

Article 110 - Receipt and check of dispatches

1. Administrations shall take the necessary steps to ensure that the dispatches are received immediately upon the arrival of the means of transportation used to convey them.

2. The office of exchange of destination shall check the condition of the bags, their fastenings and the weights noted on their labels before acknowledging receipt of the dispatch, entering in the delivery portion any irregularities observed, which shall be reported by return mail to the dispatching office or to the intermediate office, if applicable. Analogous procedures shall be observed by the intermediate offices, which shall, in addition, inform the office of destination.

3. If, upon verification of the service documents relating to dispatches received, errors or omissions are discovered, the receiving office shall immediately make the necessary corrections taking care to cross out the incorrect entries in such a way as to leave the original entries legible,

and it shall report the discovery to the office of origin by means of a CP 13 verification note (Universal Postal Union) which shall be sent in duplicate. Unless there is an obvious error, the corrections shall be accepted in preference to the original statements.

4. When parcels are determined missing, a formal statement shall be prepared, in addition to the form CP 13 (Universal Postal Union) referred to in the preceding paragraph, documenting the fact; the report shall be attached to the form CP 13 and shall be sent to the office of origin together with the bag and its entire fastening (string, lead seal and label).

5. The same procedure shall be followed when spoliated parcels are received, in addition to which a formal report shall be prepared on form CP 14 (Universal Postal Union), which shall be sent together with the CP 13 verification note (Universal Postal Union) and the respective evidential elements.

6. The provisions of paragraph 3 shall be applied when insufficiently wrapped or damaged parcels are received, which parcels shall be rewrapped, preserving as far as possible the original wrapping, the address and the label.

7. If the damage is such that the contents could have been removed, the office shall proceed to officially rewrap the parcel, observing the formalities prescribed in paragraph 5 and indicating on the new wrapping the weight registered before and after this operation. The same procedure shall be followed in case a discrepancy in weight is discovered such as to suggest the removal of the contents.

8. If the interested parties make reservations upon receipt of the parcel, a CP 14 report (Universal Postal Union) shall be prepared, in duplicate, in their presence, which shall be signed by them and by the postal agents. One copy of the report shall be handed to the interested party and the other shall remain in the possession of the administration.

9. Any irregularity evidenced on an insured parcel shall give rise to the preparation of a CP 14 report (Universal Postal Union) and the subsequent transmittal of the evidential elements (string, seal or lead, label, wrapping and container).

10. If the office of exchange of destination does not communicate to the dispatching office, by the first available post following the receipt of a parcel post dispatch, the

irregularities or errors of whatever kind evidenced in the dispatch, it shall be considered, until the contrary is proved, as having received the dispatch in good condition.

11. The discovery of irregularities shall not cause the return of a parcel to origin, except when necessary due to containing prohibited articles.

12. Verification notes, as well as the reports and evidential elements mentioned in this article, shall be sent under registered cover or as service parcels, using the most rapid route.

Article 111 - Return of empty bags

1. Bags shall be returned empty to the administration and, if possible, to the office of exchange to which they belong by the next post. The return shall be done free of charge and, to the extent possible, by the most rapid route. Labels shall also be returned included in the bags only if this is specifically requested in advance.

2. Empty bags shall be made up as separate dispatches, duly identified, with annual consecutive numbering, detailing on the parcel bills the number of each bag returned or failing this, the total number of bags returned. When the number of bags do not justify the make up of dispatches, the bags may be included in the bags containing parcels.

3. Administrations are responsible for bags the return of which they cannot prove and, in this event, for reimbursement of the actual value of the bag to the administration concerned.

Article 112 - Period of retention of documents

1. Documents of the parcels service, including dispatch notes, shall be kept for a minimum period of eighteen months from the day following the date of such documents.

2. Documents concerning a dispatch or an inquiry shall be kept until the matter has been settled. If the inquiring administration, duly informed of the result of an inquiry, allows six months to elapse from the date of the communication without raising any objections, the matter shall be regarded as settled.

Article 113 - Accounts

1. The preparation and settlement of accounts concerning the exchange of postal parcels shall be subject to the provisions of the Postal Parcels Agreement of the Universal Postal Union and its Detailed Regulations.

2. The payment of parcel post accounts shall be effected according to the stipulations of article 101 of the Detailed Regulations of the Convention.

3. However, all accounts drawn up between administrations may be settled annually through the International Office of the Union, with the debit balances to be settled as soon as possible and within a period of three months from the date on which the country concerned receives the balance statement.

Article 114 - Matters not provided for

In all matters not provided for in these Regulations, the provisions of the Detailed Regulations of the Postal Parcels Agreement of the Universal Postal Union or failing this, the internal legislation of each country shall apply. Wherever these Regulations make reference to provisions of the Detailed Regulations of the Postal Parcels Agreement of the Universal Postal Union, the member countries not signatory to the latter shall have the option of applying its provisions or alternatively those of their own internal legislation.

Article 115 - Entry into force and duration of the Regulations

These Regulations shall come into force on the same date as the Agreement to which they refer and shall have the same duration as that Agreement.

In witness whereof, the plenipotentiary representatives of the Governments of the member countries have signed these Regulations at Lima, capital of Peru, on 18 March 1976.

[For signatures, see Spanish text, pp. 586-590.]

POSTAL MONEY ORDERS AGREEMENT

CONTENTS

PREAMBLE

Art.
1. Purpose of the Agreement
2. Currency
3. Conditions for the exchange of money orders
4. Telegraph money orders
5. Maximum amount issued
6. Charges
7. Endorsements
8. Liability
9. Exemption from charges
10. Duration of validity of money orders
11. Alteration of address and refund of money orders
12. Advice of payment
13. Redirection
14. Internal legislation
15. Make-up of lists
16. Check and correction of lists
17. Payment of money orders
18. Submission and settlement of accounts
19. Elimination of accounts for the exchange of money orders
20. Advances on account
21. Exchange by the card system
22. Suspension of service
23. Conditions of approval of proposal concerning the Agreement
24. Entry into force and duration of the Agreement

FINAL PROTOCOL TO THE AGREEMENT

FORMS[1]

[1] Not printed herein. [Footnote added by the Department of State.]

POSTAL MONEY ORDERS AGREEMENT

The undersigned, plenipotentiary representatives of the Governments of the member countries of the Union, assembled in Congress at Lima, capital of Peru, having regard to article 21, paragraph 4, of the Constitution of the Postal Union of the Americas and Spain concluded at Santiago, capital of the Republic of Chile, on 26 November 1971, have, by common consent and subject to the provisions of article 23, paragraph 3, of the Constitution, adopted the following Agreement:

Article 1 - Purpose of the Agreement

The exchange of postal money orders between the contracting countries, whose administrations agree to undertake this service, shall be governed by the provisions of this Agreement.

Article 2 - Currency

The amount of the money order shall be expressed in the currency of the country of destination. However, administrations are authorized to adopt another currency by mutual agreement, when it suits their interests.

Article 3 - Conditions for the exchange of money orders

1. The exchange of postal money orders between contracting countries shall be carried out by means of lists in the form of the annexed specimen GP 1, which shall be forwarded to their destination, preferably by air route, at the expense of the dispatching administration.

2. The central offices shall forward, under conditions identical to those indicated in paragraph 1 of this article, all their correspondence for the exchange of money orders to which the said paragraph refers.

3. Each administration shall designate the offices of its country which shall be in charge of preparing said lists and sending them to the offices which the other administrations designate for the same purpose.

4. Likewise, administrations may agree to carry out the service by the "card" system, that is, by forwarding money orders.

5. In cases of force majeure making the direct exchange of money orders impossible, the dispatching country, even though the sender or the payee may not have requested it, may forward the money orders to a different country provided there is agreement among the administrations concerned and subject to the preceding rules, so that the latter may, in turn, reforward them to their destination by the route which makes their delivery feasible.

Article 4 - Telegraph money orders

The provisions of this Agreement shall extend to the telegraph money order service between those administrations which agree to offer it. To this effect, they shall fix, subject to prior agreement among themselves, the conditions governing this service.

Article 5 - Maximum amount issued

1. The administrations of the contracting countries which agree to offer this service shall reach agreement in order to fix the maximum amount of the money orders that they exchange.

2. However, money orders relating to the postal service, issued exempt from charges in application of the provisions of article 9, may exceed the maximum fixed by each administration.

Article 6 - Charges

1. The sender of every money order issued in conformity with the provisions of this Agreement shall pay the charge

fixed by the administration of origin in accordance with its regulations and with the scale adopted and promulgated for its internal service.

2. When money orders are forwarded by express, administrations may collect the established special charge which shall not exceed the charge applicable to letter-post items.

Article 7 - Endorsements

The administrations of the contracting countries are authorized to allow within their territories and in accordance with their internal legislation, the endorsement of money orders from any country.

Article 8 - Liability

Administrations shall be liable to the senders for the amounts which they deposit to be converted into postal money orders until the time at which the money orders are paid to the payees or the endorsees.

Article 9 - Exemption from charges

Money orders relating to the postal service exchanged between administrations or between post offices of each administration, as well as those sent to the International Office in Montevideo or to the Transfer Office in Panama and vice-versa, shall be exempt from all charges.

Article 10 - Duration of validity of money orders

1. In the absence of any agreement to the contrary, all postal money orders shall be payable in the country of destination within six months following the month of issue.

2. The amount of the money orders which have not been paid within said period shall be credited to the administration of origin, to which a form GP 4 shall be sent to that effect, detailing such money orders, in order that it may proceed in accordance with its regulations.

Article 11 - Alteration of address and refund of money orders

1. When the sender wishes to correct an error in the address of the payee or requests a refund of the amount of the money order, he shall make such request to the administration of the country which issued the money order.

2. In general, a postal money order shall not be refunded without the authorization of the administration of the paying country. Said authorization shall be given by means of a separate communication addressed to the administration of origin, and the total sum of the money orders authorized to be refunded shall be credited in the next account to be prepared.

Article 12 - Advice of payment

1. The sender of a money order may obtain an advice of payment through payment of a charge equivalent to that collected by the administration of origin for an advice of delivery of a registered item. This charge shall be retained by the administration of origin.

2. The administration of destination shall draw up the advice of payment on a printed paper in the form of specimen GP 6 and shall send it to the interested party, either directly or to the issuing administration for its delivery to that party if the exchange is done by means of lists.

3. If the administrations have agreed to carry out the service by the card system, form GP 6 shall be drawn up by the administration of origin which shall sent it to the administration of destination in order to obtain the signature of the payee at the time of payment of the money order, following which it is to be immediately returned to the sender.

Article 13 - Redirection

1. At the request of the sender or the payee, money orders may be redirected to a different country, provided money orders are exchanged with the new country of destination. In this event, the redirecting administration shall not collect any charge.

2. In case of redirection, the money order shall be considered as having been paid by the redirecting administration, which shall include it in the money order account, adding the word "Redirection."

Article 14 - Internal legislation

Postal money orders exchangedbetween two administrations shall be subject, as regards their issue and payment, to the provisions applicable to domestic postal money orders in force in the administrations of origin and destination.

Article 15 - Make-up of lists

1. Each office of exchange shall inform the corresponding office of exchange, on the dates on which the money orders are deposited, of the amounts received in its country to be paid in the other country, using the annexed specimen GP 1.

2. Every postal money order entered on the lists shall be given a progressive number, which shall be called its "International number", beginning on the first of January or the first of July of each year, whichever is agreed, with the number one. When, at the end of the year or the six-month period, the numbering changes, the first list shall bear, in addition to its serial number, the last international number of the previous series.

3. The offices of exchange shall acknowledge receipt of each list by means of their next list sent in the opposite direction.

4. Any missing list shall be immediately inquired about by the office of exchange which discovers it missing. In this case, the issuing office of exchange shall send a duplicate of the list requested, duly authenticated, to the inquiring office of exchange.

Article 16 - Check and correction of lists

1. The lists shall be carefully reviewed by the office of exchange of destination and corrected when they contain minor errors. The issuing office of exchange shall be informed of these corrections when receipt of the lists on which the correctionswere made is acknowledged.

2. When the errors are serious, the office of exchange of destination shall request clarification from the issuing office, which shall reply as soon as possible. In the meantime, issuance of the domestic postal money orders corresponding to the items whose clarification has been requested shall be suspended. These matters shall be dealt with, if possible, by airmail.

Article 17 - Payment of money orders

1. When a money order list as prescribed in article 15 is received at an office of exchange, that office shall proceed to effect or to order payment to the payees in the currency of the country of destination of the amounts indicated on the list, in that currency or in any other agreed upon, in conformity with the regulations in force in each country for the payment of international money orders.

2. The administration of destination shall in all cases endeavor to effect payment to the payees without delay. If one month has elapsed since sending the notice to the payee without the payment having been effected, the administration of origin shall be informed of the fact so that it may advise the sender accordingly.

3. Duplicate postal money orders shall be prepared only by the administration of the issuing country, in conformity with its internal legislation and after ascertaining that the money order has neither been paid to the payee nor refunded to the sender.

Article 18 - Submission and settlement of accounts

1. In the absence of any agreement to the contrary, the creditor administration shall prepare at the end of each quarter the respective account for the corresponding administration, showing:

a) the totals of the lists containing the details of the money orders issued in both countries during the quarter;

b) the totals of the money orders which have been refunded to the senders;

c) the totals of the money orders which have lapsed during the quarter.

2. The credit amount of each administration shall be expressed in the currency of its country.

3. The lower credit shall be converted into the currency of the creditor country, using as a basis the average rate of exchange during the quarter to which the account refers.

4. This account, prepared in duplicate, shall be sent by the admnistration which has prepared it to the other administration. If the balance results in favor of the latter administration, it shall be paid by attaching to the account a draft or check in favor of the creditor postal administration. If the balance results in favor of the administration which has prepared the account, the payment shall be made by the debtor administration in the manner previously indicated upon return of the accepted account. Forms GP 2, PG 3, GP 4 and GP 5, annexed to this Agreement,[1] shall be used in making up this quarterly account.

5. Administrations may also agree not to perform conversions, but rather to make unilateral settlement, that is, each administration paying to the other the total amount of money orders paid on its behalf. In this case, each administration shall prepare a quarterly account.

Article 19 - Elimination of accounts for the exchange of money orders

1. Administrations may, subject to prior agreement, eliminate preparation of the accounts referred to in the preceding article. In this event, they shall arrange to send attached to each GP 1 money order list, a draft or check for the total amount of the money orders, applying the same procedure when use of the forms GP 3 and GP 4 is indicated.

2. In the absence of any agreement to the contrary, the checks or drafts shall be issued in the currency of the creditor country.

Article 20 - Advances on account

1. When one administration happens to owe another, on account of postal money orders, a balance which exceeds

[1] Not printed herein. [Footnote added by the Department of State.]

30,000 gold francs or the approximate equivalent of this amount in its own currency, the debtor administration shall send to the creditor administration, as soon as possible and as an advance on account, a sum approximate to the balance of the quarterly settlement to which article 18 refers.

2. If the sum advanced is greater than the balance of the settlement pertaining to the period, the difference shall be transferred to the next account, it being understood that, in the event of a suspension of service, any possible excess shall be reimbursed immediately in the same currency in which received.

Article 21 - Exchange by the card system

Administrations which agree to perform the exchange by the system referred to in paragraph 4 of article 3, shall do so on the basis of the relevant provisions of the Agreement of the Universal Postal Union while observing the particularities of this Agreement.

Article 22 - Suspension of service

1. The administrations of the contracting countries may, when they consider it useful, temporarily suspend the issuance of postal money orders. Likewise, they are authorized to adopt whatever provisions they deem appropriate in order to protect their interests and to avoid the possibility of speculation.

2. The administration which adopts any of the measures alluded to in the preceding paragraph shall communicate the fact at once to the administrations with which it exchanges postal money orders.

Article 23 - Conditions of approval of proposals concerning this Agreement

1. To be approved, proposals submitted to Congress relating to this Agreement shall require the affirmative vote of a majority of the member countries present and voting which are parties to the Agreement. Half of these member countries represented at Congress must be present at the time of voting.

2. For their amendment in the interval between Congresses, the procedure established in the General Regulations of the Universal Postal Union shall be applicable. In order for the provisions to become effective, they must obtain:

a) unanimity of votes, if they involve the introduction of new provisions or amendments to articles 1, 2, 5, 8, 9, 14, 18, 19, 20, 22, 23 and 24 of the Agreement and those contained in its Final Protocol;

b) two-thirds of the votes in order to amend any other provisions.

Article 24 - Entry into force and duration of the Agreement

1. This Agreement shall come into force on 1 October 1976, and shall remain in operation for an indefinite period, each member country reserving unto itself the right to denounce it by means of a notice given by its Government to the Government of the Oriental Republic of Uruguay, which shall inform the other member countries accordingly.

2. The Agreement shall cease to govern with respect to the member country which has denounced it upon expiration of a period of one year reckoned from the day on which the notice is received by the Government of the Oriental Republic of Uruguay.

In witness whereof, the plenipotentiary representatives of the Governments of the member countries have signed this Agreement at Lima, capital of Peru, on 18 March 1976.

[For signatures, see Spanish text, pp. 610–613.]

FINAL PROTOCOL TO THE
POSTAL MONEY ORDERS AGREEMENT

At the time of signing the Postal Money Orders Agreement concluded by the Eleventh Congress of the Postal Union of the Americas and Spain, the undersigned plenipotentiary representatives have agreed the following:

The United States of America formulates a reservation to the effect that it cannot accept the stipulations of the following articles:

Article 5, paragraph 2	"Maximum amount issued"
Article 9	"Exemption from charges"
Article 10	"Duration of validity of money orders"
Article 12	"Advice of payment"
Article 13	"Redirection"

In witness whereof, the plenipotentiary representatives of the Governments of the member countries have signed this Final Protocol at Lima, capital of Peru, on 18 March 1976.

[For signatures, see Spanish text, pp. 610–613.]

CONSTITUCION DE LA UNION POSTAL DE LAS AMERICAS Y ESPAÑA

(Texto revisado de acuerdo con las modificaciones adoptadas por el XI Congreso Postal Américoespañol, Lima 1976, según el Protocolo Adicional adjunto)

I N D I C E

PREAMBULO

TITULO I

DISPOSICIONES ORGANICAS

CAPITULO I

GENERALIDADES

Art.
1. Extensión y finalidad de la Unión
2. Miembros de la Unión
3. Ambito de la Unión
4. Sede de la Unión
5. Idioma oficial de la Unión
6. Moneda tipo
7. Personería jurídica
8. Privilegios e inmunidades
9. Uniones restringidas
10. Acuerdos especiales
11. Oficina de Transbordos

CAPITULO II

ADHESION, ADMISION Y RETIRO DE LA UNION

12. Adhesión o admisión en la Unión
13. Retiro de la Unión

CAPITULO III

ORGANIZACION DE LA UNION

14. Organos de la Unión
15. El Congreso
16. Congresos extraordinarios
17. Conferencias
18. Consejo Consultivo y Ejecutivo
19. Oficina Internacional

CAPITULO IV

FINANZAS

Art.
20. Gastos de la Unión. Contribuciones de los Países miembros

TITULO II

ACTAS DE LA UNION

CAPITULO I

GENERALIDADES

21. Actas de la Unión
22. Resoluciones, recomendaciones y votos

CAPITULO II

ACEPTACION Y DENUNCIA DE LAS ACTAS DE LA UNION

23. Firma, ratificación y otras modalidades de aprobación de las Actas de la Unión
24. Notificación de las ratificaciones y de otras modalidades de aprobación de las Actas de la Unión
25. Adhesión a la Constitución y a las otras Actas de la Unión
26. Denuncia de un Acuerdo

CAPITULO III

MODIFICACION DE LAS ACTAS DE LA UNION

27. Presentación de proposiciones
28. Modificación de la Constitución. Ratificación
29. Modificación del Reglamento General, Convenio, Acuerdos, Reglamento de la Oficina Internacional y Reglamento de la Oficina de Transbordos

CAPITULO IV

LEGISLACION Y REGLAS SUBSIDIARIAS

30. Complemento a las disposiciones de las Actas

CAPITULO V

Solución de divergencias

31. Arbitraje

TITULO III

DISPOSICIONES FINALES

CAPITULO UNICO

Art.
32. Vigencia y duración de la Constitución

CONSTITUCION
DE LA UNION POSTAL DE LAS AMERICAS Y ESPAÑA [1)]

PREAMBULO

Con el fin de extender, facilitar y perfeccionar entre los pueblos de las Américas y España el funcionamiento de sus servicios postales y contribuir al desarrollo de sus actividades, los Representantes Plenipotenciarios de los Gobiernos de los Países contratantes han adoptado, bajo reserva de ratificación, la presente Constitución.

1) Texto revisado de acuerdo con las modificaciones adoptadas por el XI Congreso Postal Américoespañol, Lima 1976, según el Protocolo Adicional adjunto.

TITULO I

DISPOSICIONES ORGANICAS

CAPITULO I

GENERALIDADES

Artículo 1 - Extensión y finalidad de la Unión

1. Los Países cuyos Gobiernos adopten la presente Constitución forman, bajo la denominación de Unión Postal de las Américas y España, un solo territorio postal para el intercambio recíproco de envíos de correspondencia en condiciones más favorables para el público que las establecidas por la Unión Postal Universal.

2. En todo el territorio de la Unión estará garantizada la libertad de tránsito.

3. La Unión Postal de las Américas y España tiene por objeto, además de facilitar y perfeccionar las relaciones postales entre las Administraciones de los Países miembros, establecer una acción capaz de representar eficazmente en los Congresos, Conferencias y demás reuniones de la Unión Postal Universal, así como de otros organismos internacionales, sus intereses comunes en lo que se refiere a los servicios postales, y de armonizar los esfuerzos de los Países miembros para el logro de esos fines.

4. La Unión participará, dentro de los límites financieros de los programas aprobados por el Congreso, en la asistencia técnica y la enseñanza profesional postal en beneficio de sus Países miembros.

Artículo 2 - Miembros de la Unión

Son miembros de la Unión:

a) Los Países que posean la calidad de miembros en la fecha de la puesta en vigor de la presente Constitución;

b) los Países que adquieran la calidad de miembros conforme al artículo 11.

Artículo 3 - Ambito de la Unión

La Unión tiene en su ámbito:

a) Los territorios de los Países miembros;

b) las oficinas de correos establecidas por los Países miembros en territorios no comprendidos en la Unión;

c) los demás territorios que, sin ser miembros de la Unión, dependan desde el punto de vista postal de Países miembros.

Artículo 4 - Sede de la Unión

La sede de la Unión y de sus órganos permanentes se fija en Montevideo, capital de la República Oriental del Uruguay.

Artículo 5 - Idioma oficial de la Unión

El idioma oficial de la Unión es el español.

Artículo 6 - Moneda tipo

Para la aplicación de las Actas de la Unión se tomará como unidad monetaria el franco oro definido en la Constitución de la Unión Postal Universal.

Artículo 7 - Personería jurídica

Todo País miembro de acuerdo con su legislación interna, otorgará capacidad jurídica a la Unión Postal de las Américas y España para el correcto ejercicio de sus funciones y la realización de sus propósitos.

Artículo 8 - Privilegios e inmunidades [1)]

1. La Unión gozará en el territorio de cada uno de los Países miembros de los privilegios e inmunidades necesarios para la realización de sus propósitos.

2. Los Representantes de los Países miembros que concurran a las reuniones de los órganos de la Unión y los funcionarios de la misma, cuando cumplan funciones oficiales de la Organización gozarán, igualmente, de los privilegios e inmunidades necesarios para el cumplimiento de sus actividades.

Artículo 9 - Uniones restringidas

Los Países miembros podrán establecer entre sí uniones más estrechas con el fin de reducir tarifas o introducir otras mejoras sobre

1) Modificado por el Congreso de Lima 1976
(Ver Protocolo Adicional adjunto)

cualesquiera de los servicios a que se refieren las Actas de la Unión a las que los Países hayan adherido.

Artículo 10 - Acuerdos especiales

Las Administraciones postales de los Países miembros podrán concertar acuerdos especiales:

a) Para mejorar los servicios postales establecidos en el Convenio y los Acuerdos de la Unión a los cuales hayan adherido;

b) para establecer en sus relaciones recíprocas aquellos servicios postales que realicen en su régimen interno y no estén previstos en las Actas de la Unión.

Artículo 11 - Oficina de Transbordos [1)]

Con el fin de recibir y reexpedir los despachos originarios de las Administraciones postales de los Países miembros y que den lugar a operaciones de transbordo en el Istmo funciona en Panamá, capital de la República de Panamá, una Oficina de Transbordos.

CAPITULO II

ADHESION, ADMISION Y RETIRO DE LA UNION

Artículo 12 - Adhesión o admisión en la Unión

1. Los países o territorios que estén ubicados en el Continente americano o sus islas y que tengan la calidad de miembros de la Unión Postal Universal, siempre que no tengan ningún conflicto de soberanía con algún País miembro, podrán adherir a la Unión.

2. Todo país soberano de las Américas, que no sea miembro de la Unión Postal Universal, podrá solicitar su admisión en la Unión Postal de las Américas y España.

3. La adhesión o la solicitud de admisión en la Unión deberá incluir una declaración formal de adhesión a la Constitución y a las Actas obligatorias de la Unión.

Artículo 13 - Retiro de la Unión

Todo país tendrá derecho a retirarse de la Unión, renunciando a su calidad de miembro.

1) Modificado por el Congreso de Lima 1976
(Ver Protocolo Adicional adjunto)

CAPITULO III

ORGANIZACION DE LA UNION

Artículo 14 - Organos de la Unión

1. Los órganos de la Unión son: el Congreso, las Conferencias, el Consejo Consultivo y Ejecutivo y la Oficina Internacional.

2. Los órganos permanentes de la Unión son: el Consejo Consultivo y Ejecutivo y la Oficina Internacional.

Artículo 15 - El Congreso

1. El Congreso es el órgano supremo de la Unión.

2. El Congreso se compondrá de los Representantes de los Países miembros.

Artículo 16 - Congresos extraordinarios

A solicitud de tres Países miembros, por lo menos, y con el asentimiento de las dos terceras partes se podrá celebrar un Congreso extraordinario.

Artículo 17 - Conferencias [1)]

1. A solicitud de cinco Administraciones postales de los Países miembros, por lo menos, y con el asentimiento de las dos terceras partes, se podrá celebrar una Conferencia, con el fin de examinar cuestiones técnicas o administrativas.

2. En ocasión de celebrarse un Congreso Postal Universal, los Representantes de los Países miembros celebrarán una Conferencia para determinar la acción conjunta a seguir en el mismo.

Artículo 18 - Consejo Consultivo y Ejecutivo

1. El Consejo Consultivo y Ejecutivo asegurará entre dos Congresos la continuidad de los trabajos de la Unión conforme a las disposiciones de las Actas de la Unión y deberá efectuar estudios y emitir opinión sobre cuestiones técnicas,de explotación y económicas, que interesen al servicio postal.

1) Modificado por el Congreso de Lima 1976
(Ver Protocolo Adicional adjunto)

2. Los miembros del Consejo Consultivo y Ejecutivo ejercerán sus funciones en el nombre y el interés de la Unión.

Artículo 19 - Oficina Internacional

La Oficina Internacional de la Unión Postal de las Américas y España, que es el órgano permanente de enlace, información y consulta entre las Administraciones postales de los Países miembros, funciona en la sede de la Unión, dirigida y administrada por un Director General y bajo la alta inspección de la Dirección Nacional de Correos de la República Oriental del Uruguay.

CAPITULO IV

FINANZAS

Artículo 20 - Gastos de la Unión. Contribuciones de los Países miembros

Los gastos de la Unión serán sufragados en común por todos los Países miembros, que a tales efectos serán clasificados en cierto número de categorías de contribución.

TITULO II

ACTAS DE LA UNION

CAPITULO I

GENERALIDADES

Artículo 21 - Actas de la Unión

1. La Constitución es el Acta fundamental de la Unión y contiene sus reglas orgánicas.

2. El Reglamento General contiene las disposiciones que aseguran la aplicación de la Constitución y el funcionamiento de la Unión. Será obligatorio para todos los Países miembros.

3. El Convenio y su Reglamento de Ejecución contienen las reglas comunes aplicables al servicio postal internacional y las disposicio-

nes relacionadas con los envíos de correspondencia. Estas Actas serán obligatorias para todos los Países miembros.

4. Los Acuerdos y sus Reglamentos de Ejecución regularán los servicios que no sean los de correspondencia. Sólo serán obligatorios para los Países miembros que hayan adherido a ellos.

5. Los Protocolos finales, anexados eventualmente a las Actas de la Unión mencionados en los párrafos 3 y 4, contienen las reservas a estas Actas.

6. El Reglamento de la Oficina Internacional de la Unión establece las reglas para su funcionamiento.

7. El Reglamento de la Oficina de Transbordos establece las reglas para el funcionamiento de esta Oficina.

Artículo 22 - Resoluciones, recomendaciones y votos [1)]

1. Las resoluciones son las decisiones adoptadas por el Congreso con fuerza obligatoria transitoria, para los órganos de la Unión a los cuales se dirige el mandato.

2. Las recomendaciones y los votos carecen de fuerza obligatoria. Las Administraciones que los hagan efectivos tendrán la obligación de comunicarlo a las demás por intermedio de la Oficina Internacional de la Unión.

CAPITULO II

ACEPTACION Y DENUNCIA DE LAS ACTAS DE LA UNION

Artículo 23 - Firma, ratificación y otras modalidades de aprobación de las Actas de la Unión

1. La firma de las Actas de la Unión por los Representantes Plenipotenciarios de los Países miembros, tendrá lugar al término del Congreso.

2. La Constitución será ratificada, tan pronto como sea posible, por los Países signatarios.

3. La aprobación de las Actas de la Unión, distintas a la Constitución, se regirá por las reglas constitucionales de cada País signatario.

1) Modificado por el Congreso de Lima 1976 (Ver Protocolo Adicional adjunto).

4. Sin perjuicio del procedimiento señalado en el párrafo precedente, los Países signatarios podrán ratificar o aprobar las Actas en forma provisional, dando aviso de ello por correspondencia a la Oficina Internacional de la Unión.

5. Si un País no ratificare la Constitución o no aprobare las otras Actas, no dejarán de ser válidas tanto unas como otras, para los que las hubieren ratificado o aprobado.

Artículo 24 - Notificación de las ratificaciones y de otras modalidades de aprobación de las Actas de la Unión

Los instrumentos de ratificación de la Constitución y, eventualmente, los de la aprobación de las demás Actas se depositarán, en el más breve plazo, ante el Gobierno del País sede de la Unión, el cual lo comunicará a los demás Países miembros.

Artículo 25 - Adhesión a la Constitución y a las otras Actas de la Unión

Los Países miembros que no hayan firmado la presente Constitución, las Actas obligatorias o eventualmente las Actas facultativas, podrán adherir a ellas en cualquier momento.

Artículo 26 - Denuncia de un Acuerdo

Cada País miembro tendrá la facultad de cesar en la participación de uno o varios Acuerdos.

CAPITULO III

MODIFICACION DE LAS ACTAS DE LA UNION

Artículo 27 - Presentación de proposiciones

1. Las proposiciones modificativas de las Actas de la Unión podrán presentarse:

a) Por la Administración postal de un País miembro, siempre que participe en ellas;

b) por el Consejo Consultivo y Ejecutivo como consecuencia de los estudios que realice o de las actividades de la esfera de su competencia;

c) por la Oficina Internacional de la Unión en lo que afecte a su organización y funcionamiento, previa adopción por uno o varios de los Países miembros.

2. Las proposiciones podrán ser presentadas al Congreso,o en el intervalo de los Congresos. Las proposiciones relativas a la Constitución y al Reglamento General no podrán ser sometidas más que al Congreso.

Artículo 28 - Modificación de la Constitución. Ratificación

1. Para ser adoptadas, las proposiciones sometidas al Congreso, relativas a la presente Constitución, deberán ser aprobadas por los dos tercios, al menos, de los Países miembros de la Unión.

2. Las modificaciones adoptadas por un Congreso serán objeto de un protocolo adicional y salvo acuerdo en contrario de este Congreso, entrarán en vigor al mismo tiempo que las Actas revisadas en el curso del mismo Congreso.

3. Las modificaciones de la Constitución serán ratificadas lo antes posible por los Países miembros y los instrumentos de esta ratificación se tratarán conforme a las disposiciones de los artículos 23 y 24.

Artículo 29 - Modificación del Reglamento General,Convenio,Acuerdos,Reglamento de la Oficina Internacional y Reglamento de la Oficina de Transbordos

1. El Reglamento General, el Convenio, los Acuerdos, el Reglamento de la Oficina Internacional y el Reglamento de la Oficina de Transbordos, establecen las condiciones a las que estarán subordinadas la aprobación de las proposiciones que les conciernen.

2. Las Actas mencionadas en el párrafo anterior se pondrán en ejecución simultáneamente y tendrán la misma duración. Desde el día fijado por el Congreso para la puesta en ejecución de estas Actas, las Actas correspondientes al Congreso precedente quedarán derogadas.

CAPITULO IV

LEGISLACION Y REGLAS SUBSIDIARIAS

Artículo 30 - Complemento a las disposiciones de las Actas

Los asuntos relacionados con los servicios postales que no estuvieren comprendidos en las Actas de la Unión, se regirán en su orden:

1° Por las disposiciones de las Actas de la Unión Postal Universal;

2° por los acuerdos que entre sí firmaren los Países miembros;

3° por la legislación interna de cada País miembro.

CAPITULO V

Solución de divergencias

Artículo 31 - Arbitraje

Los desacuerdos que se presentaren entre las Administraciones postales de los Países miembros sobre la interpretación o aplicación de las Actas de la Unión, serán resueltos por arbitraje, de conformidad con lo establecido en el Reglamento General de la Unión Postal Universal.

TITULO III

DISPOSICIONES FINALES

CAPITULO UNICO

Artículo 32 - Vigencia y duración de la Constitución

La presente Constitución entrará en vigor el primero de julio del año mil novecientos setenta y dos y permanecerá vigente durante un tiempo indeterminado.

En fe de lo cual los Representantes Plenipotenciarios de los Gobiernos de los Países miembros han firmado la presente Constitución, en la ciudad de Santiago, capital de la República de Chile, a los veintiséis días del mes de noviembre del año mil novecientos setenta y uno.

PROTOCOLO ADICIONAL A LA CONSTITUCION DE LA UNION POSTAL DE LAS AMERICAS Y ESPAÑA

INDICE

Art.		
I.	(Artículo 8 de la Constitución de Santiago, modificado)	Privilegios e inmunidades
II.	(Artículo 19 de la Constitución de Santiago modificado, que pasa a ser 11)	Oficina de Transbordos
III.	(Artículo 16 de la Constitución de Santiago modificado, que pasa a ser 17)	Conferencias
IV.	(Artículo 22 de la Constitución de Santiago, modificado)	Resoluciones, recomendaciones y votos
V.		Entrada en vigor y duración del Protocolo Adicional a la Constitución de la Unión Postal de las Américas y España

PROTOCOLO ADICIONAL A LA CONSTITUCION DE LA UNION POSTAL DE LAS AMERICAS Y ESPAÑA 1)

Los Representantes Plenipotenciarios de los Gobiernos de los Países miembros de la Unión Postal de las Américas y España, reunidos en Congreso en Lima, capital de Perú, visto el artículo 28, párrafo 2, de la Constitución de la Unión Postal de las Américas y España firmada en la ciudad de Santiago, capital de la República de Chile, el veintiséis de noviembre del año mil novecientos setenta y uno, han adoptado bajo reserva de ratificación, las siguientes modificaciones a dicha Constitución.

Artículo I (artículo 8 de la Constitución de Santiago, modificado) - Privilegios e inmunidades

1. La Unión gozará en el territorio de cada uno de los Países miembros de los privilegios e inmunidades necesarios para la realización de sus propósitos.

2. Los Representantes de los Países miembros que concurran a las reuniones de los órganos de la Unión y los funcionarios de la misma, cuando cumplan funciones oficiales de la Organización gozarán, igualmente, de los privilegios e inmunidades necesarios para el cumplimiento de sus actividades.

Artículo II (artículo 19 de la Constitución de Santiago, modificado, que pasa a ser 11) - Oficina de Transbordos

Con el fin de recibir y reexpedir los despachos originarios de las Administraciones postales de los Países miembros y que den lugar a operaciones de transbordo en el Istmo funciona en Panamá, capital de la República de Panamá, una Oficina de Transbordos.

Artículo III (artículo 16 de la Constitución de Santiago, modificado, que pasa a ser 17) - Conferencias

1. A solicitud de cinco Administraciones postales de los Países miembros por lo menos, y con el asentimiento de las dos terceras partes, se podrá celebrar una Conferencia, con el fin de examinar cuestiones técnicas o administrativas.

1) La Constitución de la Unión Postal de las Américas y España fue adoptada por el Congreso de Santiago 1971, y figura en el tomo II 2° volumen, de los Documentos de ese Congreso.

2. En ocasión de celebrarse un Congreso Postal Universal los Representantes de los Países miembros celebrarán una Conferencia para determinar la acción conjunta a seguir en el mismo.

Artículo IV (artículo 22 de la Constitución de Santiago,modificado)- Resoluciones, recomendaciones y votos

1. Las resoluciones son las decisiones adoptadas por el Congreso con fuerza obligatoria transitoria, para los órganos de la Unión a los cuales se dirige el mandato.

2. Las recomendaciones y los votos carecen de fuerza obligatoria. Las Administraciones que los hagan efectivos tendrán la obligación de comunicarlo a las demás por intermedio de la Oficina Internacional de la Unión.

Artículo V - Entrada en vigor y duración del Protocolo Adicional a la Constitución de la Unión Postal de las Américas y España

El presente Protocolo Adicional comenzará a regir el primer día del mes de octubre del año mil novecientos setenta y seis y permanecerá en vigor por tiempo indeterminado.

En fe de lo cual, los Representantes Plenipotenciarios de los Gobiernos de los Países miembros han redactado el presente Protocolo Adicional, que tendrá la misma fuerza y el mismo valor que si sus disposiciones estuvieran insertas en el texto mismo de la Constitución y firman un ejemplar que quedará depositado en los archivos del Gobierno del País sede de la Unión. El Gobierno del País sede del Congreso entregará una copia a cada Parte.

Firmado en Lima, capital de Perú, a los dieciocho días del mes de marzo del año mil novecientos setenta y seis.

POR ARGENTINA

Brigadier Mayor Arturo PONS BEDOYA

POR BOLIVIA

Señor Edgar Prudencio VELASCO

POR CANADA

Señor John E. UBERIG

Señor Ferdinand PAGEAU

Señor David G. BULLOCK

Señor R. Murray CHURCH

POR COLOMBIA

Ingeniero Iván RATKOVICH CARDENAS

Señor Jaime CABRERA SARMIENTO

Señor Alfonso SALAZAR PAEZ

POR COSTA RICA

Licenciado Francisco HERNANDEZ BREMES

POR CUBA

Doctor Luis SOLA VILA

POR CHILE

General de División (R) E.CH.
Galvarino MANDUJANO LOPEZ

Señor José MOYOA BERROETA

POR ECUADOR

Señor Enrique MORA VAZQUEZ

POR EL SALVADOR

Teniente Coronel e Ingeniero
Tito Livio GUILLEN

Señor Juan Ramón HIDALGO

POR ESPAÑA

Señor Joaquín SUMMERS HEVIA

Señor Sebastián MORO SERRANO

Señor Jaime ASCANDONI RIVERO

POR ESTADOS UNIDOS DE AMERICA

Señor H. Edgar S. STOCK

Señor Richard M. SANCHEZ

Señorita Irma HARRISON

Señor Michael J. REGAN

Señor Haven N. WEBB

POR ESTADOS UNIDOS MEXICANOS

Señor Darío RINCON ALVAREZ

POR GUATEMALA

Embajador Rafael AGUILAR SPINOLA

POR HAITI

POR NICARAGUA

General Florencio A. MENDOZA GUILLEN

Teniente J. Francisco MEJIA PEREIRA

Doctor Manuel CASTILLO JARQUIN

POR PANAMA

Licenciado Julio ESPINO B.

POR PARAGUAY

Embajador Doctor Manuel AVILA

POR PERU

Coronel E.P. Oscar LINARES NUREZ

Doctor Alberto GALVEZ CUELLAR

Licenciado Carlos F. ESPICHAN SALAZAR

Doctor Oscar VASQUEZ LAMA

Doctor Raúl GALVEZ CUELLAR

Señor Eduardo O. RUIZ ALCALDE

POR REPUBLICA DOMINICANA

Embajador Eduardo Antonio GARCIA VASQUEZ

POR REPUBLICA FEDERATIVA DEL BRASIL

Señor Adwaldo CARDOSO BOTTO DE BARROS

POR REPUBLICA DE HONDURAS

Señor Miguel TOSTA FIALLOS

Señor Moe SOLANO DAVILA

POR REPUBLICA DE VENEZUELA

Señor José Rafael RAMIREZ PLATA

POR URUGUAY

Coronel P.A.M. Arancibio O. AMADO

Señor Luis Alberto BENITEZ

REGLAMENTO GENERAL

DE LA UNION POSTAL DE LAS AMERICAS Y ESPAÑA

INDICE DE MATERIAS

CAPITULO I

ADHESION, ADMISION Y RETIRO DE LA UNION

Art.

101. Adhesión o admisión en la Unión. Procedimiento
102. Adhesión a las Actas de la Unión. Procedimiento
103. Retiro de la Unión. Procedimiento

CAPITULO II

FUNCIONAMIENTO DE LOS ORGANOS DE LA UNION

104. Organización y funcionamiento de los Congresos
105. Organización y funcionamiento de los Congresos extraordinarios
106. Organización y funcionamiento de las Conferencias
107. Consejo Consultivo y Ejecutivo
108. Lenguas utilizadas para la publicación de documentos, las deliberaciones y la correspondencia de servicio

CAPITULO III

OFICINA INTERNACIONAL DE LA UNION

109. Atribuciones de la Oficina Internacional
110. Director General y Vicedirector General de la Oficina Internacional
111. Atribuciones del Director General y Vicedirector General
112. Documentos, informes y sellos postales que deben remitir a la Oficina Internacional las Administraciones postales
113. Distribución de las publicaciones
114. Plazos para la distribución de las publicaciones
115. Jubilaciones y pensiones del personal de la Oficina Internacional de la Unión

CAPITULO IV

ASISTENCIA TECNICA Y ENSEÑANZA POSTAL

Art.

116. Intercambio de funcionarios
117. Colaboración con la Oficina Internacional de la Unión
118. Escuelas y cursos postales
119. Asistencia a las escuelas postales nacionales

CAPITULO V

MODIFICACION DE LAS ACTAS DE LA UNION

120. Proposiciones para la modificación de las Actas de la Unión por el Congreso. Procedimiento
121. Condiciones de aprobación de las proposiciones relativas al Reglamento General
122. Modificaciones o resoluciones de orden interno

CAPITULO VI

FINANZAS

123. Presupuesto de la Unión
124. Fijación de los gastos de la Unión
125. Fondo de ejecución presupuestario
126. Distribución de los gastos y contribuciones al Fondo de ejecución presupuestario
127. Fiscalización y anticipos
128. Formulación de cuentas
129. Pago de los anticipos

CAPITULO VII

OFICINA DE TRANSBORDOS

130. Funcionamiento de la Oficina
131. Nombramiento y remoción de los funcionarios de la Oficina de Transbordos
132. Fijación y distribución de los gastos de la Oficina
133. Fiscalización de gastos y anticipos de fondos
134. Formulación de cuentas
135. Pago de anticipos

CAPITULO VIII

DISPOSICIONES FINALES

Art.

136. Colaboración con organismos internacionales
137. Unidad de acción en los Congresos Postales Universales y otras reuniones internacionales
138. Intercambio de observadores
139. Vigencia y duración del Reglamento General

REGLAMENTO GENERAL DE LA UNION POSTAL DE LAS AMERICAS Y ESPAÑA

Los abajo firmantes, Representantes Plenipotenciarios de los Gobiernos de los Países miembros de la Unión, reunidos en Congreso en Lima, capital de Perú, visto el artículo 21, párrafo 2, de la Constitución de la Unión Postal de las Américas y España, concluida en la ciudad de Santiago, capital de la República de Chile, el veintiséis de noviembre de mil novecientos setenta y uno, han adoptado de común acuerdo, en el presente Reglamento General, las disposiciones que aseguran la aplicación de dicha Constitución y el funcionamiento de la misma.

CAPITULO I

ADHESION, ADMISION Y RETIRO DE LA UNION

Artículo 101 - Adhesión o admisión en la Unión. Procedimiento

1. La nota de adhesión o la solicitud de admisión, deberá dirigirse por el Gobierno del país interesado, por vía diplomática, al Gobierno de la República Oriental del Uruguay, el que la comunicará a los demás Países miembros de la Unión.

2. Para ser admitido como miembro se requerirá que la solicitud sea aprobada, como mínimo, por los dos tercios de los Países miembros.

3. Se considerará que los Países miembros aprueban la solicitud cuando no hubieren dado respuesta en el plazo de cuatro meses, a partir de la fecha en que se les haya comunicado.

4. La adhesión o admisión de un país en calidad de miembro será notificada por el Gobierno de la República Oriental del Uruguay a los Gobiernos de todos los Países miembros de la Unión.

5. Al país solicitante se le comunicará el resultado y si fuere admitido, la fecha desde la cual se le considera miembro y demás datos relativos a su aceptación.

Artículo 102 - Adhesión a las Actas de la Unión. Procedimiento

1. Los Países miembros que no hayan suscrito las Actas renovadas por el Congreso, deberán adherir a ellas en el más breve plazo posible.

2. Los Países miembros que no hayan firmado las Actas de los Acuerdos, por no participar en ellos, podrán en todo tiempo, adherir a uno o varios de dichos Acuerdos.

3. Los instrumentos de adhesión relativos a los casos previstos en el artículo 24 de la Constitución y en los párrafos 1 y 2 del presente artículo, se dirigirán por vía diplomática al Gobierno de la República Oriental del Uruguay, el cual notificará este depósito a los Países miembros.

Artículo 103 - Retiro de la Unión, Procedimiento

1. Todo País miembro tendrá la facultad de retirarse de la Unión mediante denuncia de la Constitución que deberá comunicarse por vía diplomática al Gobierno de la República Oriental del Uruguay y por éste a los demás Gobiernos de los Países miembros.

2. El retiro de la Unión será efectivo a la terminación del plazo de un año a partir del día de recepción por el Gobierno de la República Oriental del Uruguay de la denuncia prevista en el párrafo 1.

3. Todo País miembro que se retire deberá cumplir con todas las obligaciones que estipulan las Actas de la Unión hasta el día en que se haga efectivo su retiro.

CAPITULO II

FUNCIONAMIENTO DE LOS ORGANOS DE LA UNION

Artículo 104 - Organización y funcionamiento de los Congresos

1. Los Representantes de los Países miembros se reunirán en Congreso cada cinco años aproximadamente.

2. Cada Congreso designará al país en el cual deberá reunirse el Congreso siguiente siempre que mediare invitación a tal efecto del País designado. Si fuesen varios los países invitantes, la decisión tendrá lugar mediante votación en escrutinio secreto.

3. Si no fuere posible la realización de un Congreso en el país elegido, la Oficina Internacional, con la urgencia del caso, realizará las gestiones necesarias para tratar de encontrar un país que esté dispuesto a ser sede del Congreso, sometiéndolo al Consejo Consultivo y Ejecutivo para su aprobación.

4. Si al clausurar un Congreso no hubiese ningún país invitante pa

ra sede del próximo, la Oficina Internacional realizará posteriormente las gestiones mencionadas en el párrafo 3.

5. Cuando un Congreso deba ser reunido sin que haya un Gobierno invitante, la Oficina Internacional de acuerdo con el Consejo Consultivo y Ejecutivo y con el Gobierno de la República Oriental del Uruguay, adoptará las disposiciones necesarias para convocar y organizar el Congreso en el País sede de la Unión. En este caso, la Oficina Internacional ejercerá las funciones de Gobierno invitante.

6. Previo acuerdo con la Oficina Internacional, el Gobierno del País sede del Congreso, fijará la fecha definitiva, así como el lugar donde deba reunirse el Congreso. En principio, un año antes de esta fecha el Gobierno del País sede del Congreso enviará invitación al Gobierno de cada País miembro, ya sea directamente, o por conducto de la Oficina Internacional.

7. Las finalidades del Congreso son:

a) Revisar y completar, si fuere el caso, las Actas de la Unión, y

b) tratar cuantos asuntos se sometan a su consideración.

8. Cada País miembro se hará representar por uno o varios delegados o por la delegación de otro país. La delegación de un país no podrá representar más que a otro país además del suyo.

9. Cada Congreso para la organización y desarrollo de sus trabajos aplicará el Reglamento interno permanente de los Congresos anexo al presente Reglamento.

10. En las deliberaciones cada País miembro tendrá derecho a un voto.

11. Todo País miembro tendrá derecho a formular reservas al Convenio y su Reglamento de Ejecución y a los Acuerdos y sus Reglamentos en el momento de firmarlos.

12. El Gobierno del País sede del Congreso notificará, a los Gobiernos de los Países miembros las Actas que el Congreso adopte.

Artículo 105 - Organización y funcionamiento de los Congresos extraordinarios

1. Los Países miembros se reunirán en Congreso extraordinario, cuando la importancia y la urgencia de los asuntos a tratar no permitan esperar la celebración de un Congreso ordinario.

2. Los Países miembros que lo promuevan, señalarán al mismo tiem

po cual de ellos está dispuesto a ser la sede del Congreso extraordinario, a fin de que la Oficina Internacional pueda recabar la conformidad de todo ello de los demás Países miembros.

3. El Gobierno del País, designado como sede del Congreso extraordinario, enviará la oportuna invitación al Gobierno de cada País miembro, al menos 6 meses antes de la fecha que se señale para el comienzo del Congreso extraordinario, ya sea directamente o por conducto de la Oficina Internacional.

4. Son de aplicación por analogía, los párrafos 8, 9, 10 y 12 del artículo 104.

5. Todo país tendrá derecho a formular reservas a los acuerdos y decisiones que se adopten en un Congreso extraordinario.

Artículo 106 - Organización y funcionamiento de las Conferencias

1. Las Administraciones postales de los Países miembros que promuevan la reunión de una Conferencia, señalarán al mismo tiempo cual de ellas está dispuesta a que su país sea sede de la misma. La Administración postal de dicho país, de acuerdo con la Oficina Internacional, dirigirá la oportuna convocatoria a las demás Administraciones de los Países miembros, ya sea directamente o por conducto de esta última.

2. Cuando la Conferencia deba celebrarse con ocasión de un Congreso de la Unión Postal Universal, la Oficina Internacional convocará con tiempo suficiente a los representantes de los Países miembros para que se reunan en la ciudad designada como sede de dicho Congreso en la fecha que haya determinado el Director General de la Oficina Internacional de acuerdo con el Presidente del Consejo Consultivo y Ejecutivo, sin que en ningún caso pueda exceder de siete días de anticipación a la fijada para la apertura del Congreso. En dicha Conferencia se examinarán las proposiciones y asuntos de mayor interés para la Unión, a fin de determinar los procedimientos de acción conjunta a seguir. La Conferencia se reunirá a lo largo del Congreso Postal Universal cuantas veces se estime necesario.

3. Cada Conferencia aprobará el Reglamento interno que sea necesario para sus trabajos. Hasta su aprobación regirá el anterior.

Artículo 107 - Consejo Consultivo y Ejecutivo

1. El Consejo Consultivo y Ejecutivo se compondrá de un Presidente y cuatro miembros. La Presidencia corresponderá por derecho al País sede del Congreso. Los cuatro miembros del Consejo serán designados por el Congreso previa elección entre los países que presenten su candidatura.

2. Ningún País miembro será elegido sucesivamente más de dos veces excepto cuando le corresponda desempeñar la Presidencia del Consejo, en virtud de lo dispuesto en el párrafo 1.

3. La primera reunión de cada Consejo será convocada durante el Congreso por el Presidente de éste. En ella se elegirá un primero y un segundo Vicepresidente. Si el país a quien corresponde la Presidencia renunciase a ella, se convertirá en miembro de derecho, pasando a desempeñarla el primer Vicepresidente. En tal caso, el segundo Vicepresidente pasará a primero y se elegirá un nuevo segundo Vicepresidente entre los miembros restantes.

4. Si entre dos Congresos se produjera alguna vacante en el Consejo Consultivo y Ejecutivo corresponderá cubrirla por derecho propio al miembro de la Unión que en la última elección hubiese obtenido el mayor número de votos sin resultar elegido, y así sucesivamente. Se considerará que se ha producido una vacante en el Consejo Consultivo y Ejecutivo cuando un miembro del mismo no concurra a dos reuniones consecutivas o renuncie a ser integrante de éste.

5. El Representante de cada uno de los Países miembros del Consejo será designado por la Administración postal de su país. Con excepción de las sesiones celebradas durante el Congreso, este Representante deberá ser un funcionario calificado de la Administración postal.

6. Convocado por su Presidente, por conducto de la Secretaría General, el Consejo celebrará una sesión anual en la sede de la Unión. En todas sus reuniones el Director General de la Oficina Internacional ejercerá las funciones de Secretario General y podrá tomar parte en los debates del Consejo sin derecho a voto. El Consejo redactará su reglamento; mientras tanto actuará con el reglamento anterior.

7. En caso de necesidad para lograr los objetivos de la Unión, el Presidente con la conformidad de otros dos Países miembros del Consejo podrá citar a reunión extraordinaria.

8. Las funciones de miembro del Consejo Consultivo y Ejecutivo serán gratuitas. Los gastos de funcionamiento estarán a cargo de la Unión. Con excepción de las reuniones que se realicen durante el Congreso, el representante de cada uno de los Países miembros tendrá derecho al reembolso del precio del pasaje por la vía realmente utilizada, que puede ser:

a) Pasaje-avión ida y vuelta en clase económica, o

b) cualquier otro medio siempre que su importe no exceda el costo del pasaje ida y vuelta en avión, clase económica.

9. La Administración postal de la República Oriental del Uruguay será invitada a participar en sus reuniones en calidad de observador,

si ese país no fuera miembro del Consejo. Asimismo podrán participar como observadores las Administraciones de los Países miembros, previo aviso a la Oficina Internacional. También podrá cursarse invitación al Comité de Líneas Aéreas de la Unión y a cualquier otro organismo calificado que deseare asociar a sus trabajos.

10. El Consejo Consultivo y Ejecutivo coordinará y supervisará todas las actividades de la Unión con las siguientes atribuciones en particular:

a) Mantener contacto con las Administraciones postales de los Países miembros, con los órganos de la Unión Postal Universal, con las Uniones postales restringidas y con cualquier otro organismo nacional o internacional;

b) actuar como contralor de las actividades de la Oficina Internacional;

c) nombrar, a presentación del Director General al Consejero, previo examen de los títulos de competencia profesional postal de candidatos propuestos por las Administraciones postales de los Países miembros;

d) para el nombramiento que trata el inciso c) el Consejo tendrá en cuenta que la persona que ocupe ese puesto deberá poseer la nacionalidad del país cuya Administración lo proponga. Los empleados de la Oficina Internacional pueden solicitar cubrir dicho cargo;

e) aprobar la Memoria anual formulada por la Oficina Internacional sobre las actividades de la Unión;

f) autorizar el presupuesto anual de la Unión dentro de los límites fijados por el Congreso. Estos límites solamente podrán ser sobrepasados a iniciativa del Consejo y con la aprobación de la mayoría de los Países miembros;

g) examinar y autorizar las solicitudes de transposición entre programas y entre grupos de gastos de un mismo programa del presupuesto autorizado para el año en curso, hechas por el Director General;

h) realizar, por mandato o de por sí, estudios con relación a los problemas administrativos, legislativos, jurídicos, técnicos, de explotación y económicos que presenten interés o que puedan afectar a las Administraciones postales de los Paí miembros o a la Unión;

i) gestionar y favorecer, mediante expertos en enseñanza postal, la implantación y desarrollo de escuelas postales nacionales en los países de la Unión que lo soliciten;

j) aprobar los programas y establecer normas acerca de la orientación general y métodos aplicables en las escuelas técnico-postales de la Unión, así como las normas de orientación ge-

neral sobre la programación de los estudios y textos aconsejables para aquellas escuelas nacionales que soliciten asesoramiento.

k) aprobar la designación del País sede del próximo Congreso en el caso previsto en el artículo 104, párrafo 3, previa votación si hubiere más de un candidato;

l) presentar proposiciones de modificación de las Actas o recomendaciones dirigidas a las Administraciones postales de los Países miembros o proposiciones, sugerencias o recomendaciones dirigidas al Congreso. En ambos casos las proposiciones deben ser consecuencia de trabajos o estudios que competan al Consejo de acuerdo con este artículo o por mandato del Congreso;

m) establecer normas acerca de los documentos que debe publicar, distribuir y vender la Oficina Internacional;

n) el funcionamiento de las escuelas postales y la organización y desarrollo de los cursos serán supervisados por el Consejo Consultivo y Ejecutivo por intermedio de la Oficina Internacional;

ñ) promover la cooperación internacional para facilitar, por todos los medios de que disponga, la asistencia técnica a las Administraciones postales de los países en vías de desarrollo;

o) las demás atribuciones necesarias para el debido cumplimiento del objeto del Consejo.

11. El Consejo Consultivo y Ejecutivo presentará, por lo menos con cuatro meses de anticipación al próximo Congreso, un informe sobre el conjunto de las actividades realizadas en el período entre uno y otro Congreso.

Artículo 108 - Lenguas utilizadas para la publicación de documentos, las deliberaciones y la correspondencia de servicio

1. Los documentos de la Unión serán suministrados a las Administraciones en la lengua oficial de ésta. Sin embargo, para la correspondencia de servicio emitida por las Administraciones postales de los Países miembros cuya lengua no sea la española, podrán emplear su propia lengua.

2. Excepcionalmente, el Consejo Consultivo y Ejecutivo podrá autorizar la traducción, a las lenguas francesa, inglesa y portuguesa, de publicaciones que revisten interés especial para la ejecución de los servicios.

3. Para las deliberaciones de los Congresos, Conferencias y Reuniones de la Unión, además de la lengua española se admitirán las lenguas francesa, inglesa y portuguesa. Queda a criterio de los organizadores de la reunión y de la Oficina Internacional la elección del sistema de traducción a emplear.

4. Los gastos que demande la interpretación a que se hace referencia en el párrafo anterior correrán por cuenta de la Unión.

CAPITULO III

OFICINA INTERNACIONAL DE LA UNION

Artículo 109 - Atribuciones de la Oficina Internacional

1. En el marco de sus funciones generales, a la Oficina Internacional le corresponde:

a) Reunir, coordinar,traducir, publicar y distribuir los documentos e informaciones de cualquier naturaleza, que interesen al servicio postal de la Unión;

b) realizar encuestas por iniciativa propia o a solicitud de una Administración postal a fin de conocer opiniones con carácter ilustrativo;

c) proporcionar todas las informaciones que le soliciten las Administraciones postales, la Unión Postal Universal, las uniones restringidas o los organismos internacionales que se interesen en los asuntos postales;

d) intervenir y colaborar en los planes de asistencia técnica multilateral y en la ejecución de los mismos, representando a la Unión ante los respectivos Organismos internacionales;

e) tramitar y dar curso a las solicitudes de modificación o interpretación de las Actas de la Unión, y notificar oportunamente los resultados;

f) emitir su opinión en cuestiones litigiosas, cuando las partes interesadas lo requieran;

g) velar por el cumplimiento de las Actas y por los asuntos relacionados con los intereses de la Unión;

h) redactar y distribuir oportunamente una Memoria anual sobre los trabajos que realice, la que deberá ser aprobada por el Consejo Consultivo y Ejecutivo;

i) publicar la nómina de los Países miembros de la Unión con indicación de los Acuerdos que han suscrito, o a los que han adherido;

j) organizar la Sección filatélica, que mantendrá una exposición permanente y clasificada de los sellos y enteros postales que reciba. Además atenderá y hará conocer a las Administraciones postales de los Países miembros las informaciones y asuntos filatélicos que interesen a la Unión;

k) confeccionar y distribuir la insignia de la Unión, para uso personal de los funcionarios de las Administraciones postales;

l) llevar a la práctica los programas de asistencia técnica y de asistencia para el desarrollo de la enseñanza postal a nivel nacional en el marco de la Unión y realizar las tareas de supervisión y control de las escuelas y cursos postales de la Unión, de acuerdo con las directivas trazadas por el Consejo Consultivo y Ejecutivo.

2. En el marco de los Congresos, Conferencias y Reuniones de la Unión, a la Oficina Internacional le corresponde;

a) Intervenir en la organización y realización de los Congresos, Conferencias y Reuniones determinados por la Unión;

b) en los casos previstos en los artículos 104, párrafo 3 y 105, párrafo 2, será la encargada de cursar las consultas pertinentes a cada uno de los Países miembros para la fijación de una nueva sede. Luego, hará conocer al Consejo Consultivo y Ejecutivo el resultado de la gestión y solicitará su pronunciamiento en favor de uno de los Países invitantes. Comunicará, entonces, a cada Gobierno el nombre del país que el Consejo Consultivo y Ejecutivo designó como sede del Congreso;

c) distribuir oportunamente las proposiciones que las Administraciones postales remitan para la consideración de los Congresos, Conferencias y Reuniones de la Unión;

d) preparar la agenda para las reuniones del Consejo Consultivo y Ejecutivo y el informe sobre sus estudios y recomendaciones que presentará al Congreso;

e) publicar los documentos de los Congresos, Conferencias y Reuniones de la Unión.

3. En el marco de los Congreos y demás reuniones de los organismos de la Unión Postal Universal, a la Oficina Internacional le corresponde;

a) Organizar la realización de la Conferencia de los Países de la Unión, formular las correspondientes invitaciones y asegurar las funciones de la Secretaría de la misma;

b) traducir y distribuir inmediatamente las proposiciones que las Administraciones postales de la Unión Postal Universal

presenten a su respectivo Congreso y que revistan interés para la Unión;

c) prestar toda la colaboración necesaria que las Delegaciones de los Países miembros de la Unión requieran para el completo desarrollo y cumplimiento de sus funciones;

d) durante la Conferencia a realizar en ocasión de los Congresos Postales Universales, se analizarán y estudiarán las proposiciones que revistan interés para la Unión y aquéllas que los Países miembros así lo soliciten. La Oficina Internacional suministrará un resumen de los resultados de la Conferencia, a cada uno de los Países miembros;

e) a la finalización del Congreso Postal Universal la Oficina Internacional hará llegar a los Países miembros y al Consejo Consultivo y Ejecutivo, una síntesis de los textos de las Actas de la Unión Postal Universal que hayan sufrido modificaciones de fondo o que sean absolutamente nuevos.

4. En el marco de las publicaciones a la Oficina Internacional le corresponde:

a) Mantener en funcionamiento la sección de traducciones de manera que constituya un Centro de Traducción apto para cumplir las tareas que le correspondan de acuerdo con el régimen lingüístico de la Unión y el de la Unión Postal Universal;

b) además publicará a precio de costo, y en su caso, traducirá al español los siguientes documentos:

1°) Las Actas definitivas y el Código anotado de los Congresos de la Unión;

2°) las Actas definitivas y el Código anotado de los Congresos de la Unión Postal Universal;

3°) los estudios completamente terminados del Consejo Consultivo de Estudios Postales, que, a juicio del Consejo Consultivo y Ejecutivo sean de interés para la Unión;

4°) distribuira los documentos cualquier naturaleza que considere de interés o que le sean expresamente socilicitados por las Administraciones de los Países miembros o sus Delegaciones en los Congresos, Conferencias y Reuniones;

5°) publicará y distribuirá una recopilación oficial de todas las informaciones relativas a la ejecución de las Actas de la Unión.

5. Publicará y hará llegar a las Administraciones postales de los Países miembros el informe analítico que confeccione anualmente el Consejo Consultivo y Ejecutivo.

6. Publicará y hará llegar a las Administraciones postales de los Países miembros por lo menos con dos meses de anticipación al pró

ximo Congreso, los informes sobre el conjunto de actividades realizadas por el Consejo Consultivo y Ejecutivo entre el período de dos Congresos.

Artículo 110 - Director General y Vicedirector General de la Oficina Internacional

1. La Oficina Internacional estará dirigida y administrada por un Director General asistido por un Vicedirector General, elegidos por el Congreso. La duración de sus mandatos será por el período que medie entre el Congreso que los designa y el siguiente.

2. El Director General y Vicedirector General serán elegidos mediante voto secretó, efectuándose en primer término la elección para el puesto de Director General. Los candidatos serán propuestos por el Gobierno de sus respectivos países al Gobierno al cual corresponde la Autoridad de Alta Inspección y deberán ser naturales del país que los propone. Sin embargo, los candidatos elegidos no podrán ser naturales de un mismo país. Su mandato podrá ser renovado una vez.

3. Si la plaza de Director General quedara vacante, ésta será cubierta por el Vicedirector General hasta tanto concluya el período para el cual fué elegido el Director General. De quedar vacantes las dos plazas, el Consejero asumirá la dirección de la Oficina Internacional por un período de 180 días, tiempo en el cual,el Consejo Consultivo y Ejecutivo, podrá elegir un Director General de entre los candidatos propuestos por los Países miembros para cubrir dicho cargo hasta el próximo Congreso. Para ello el Gobierno del País sede de la Unión recabará de los Países miembros la presentación de candidatos para el cargo de Director General. Si el Consejo Consultivo y Ejecutivo no pudiera realizar la elección en el plazo antes indicado, o los candidatos no fueran idóneos o no hubiera candidatos, el Consejero continará al frente de la Oficina Internacional hasta el próximo Congreso.

4. Si solamente el puesto de Vicedirector General quedase vacante, el Consejero asumirá temporalmente las funciones del cargo hasta que el Consejo Consultivo y Ejecutivo durante su próxima reunión regular nombre el reemplazante por analogía con el párrafo 3 por un plazo que se extenderá hasta el próximo Congreso en cuyo momento se efectuará una elección normal para el cargo.

5. En el caso de los funcionarios de categoría superior de la Oficina Internacional, éstos podrán presentar sus candidaturas en forma directa al Congreso o al Consejo Consultivo y Ejecutivo según el caso, acompañadas de sus curriculum vitae.

Artículo 111 - Atribuciones del Director General y Vicedirector General

El Director General de la Oficina Internacional tendrá, además de las atribuciones que en forma expresa le señalan las Actas de la Unión y las inherentes a las tareas confiadas a la Oficina Internacional, las siguientes:

a) Dirigir la Oficina Internacional de la Unión;

b) nombrar y destituir al personal de la Oficina Internacional, de acuerdo con las atribuciones que expresamente señala al respecto el Reglamento de la misma;

c) concurrir a los Congresos, Conferencias y Reuniones de la Unión, pudiendo tomar parte en las deliberaciones sin derecho a voto;

d) concurrir en calidad de observador a los Congresos de la Unión Postal Universal y además organizar la reunión de los Representantes de los Países miembros y asegurar el servicio de traducción;

e) concurrir, en calidad de observador, a las reuniones del Consejo Ejecutivo y del Consejo Consultivo de Estudios Postales de la Unión Postal Universal;

f) concurrir cuando fuere necesario a las reuniones del Comité de Líneas Aéreas de la Unión Postal de las Américas y España para plantear los temas que le encomendare el Consejo Consultivo y Ejecutivo, a fin de obtener el mejoramiento de los servicios aeropostales. Ya asista personalmente o sea representado por el País miembro del lugar donde la reunión se celebre, o por otro país, el Director General preparará un informe para hacer saber al Consejo Consultivo y Ejecutivo los resultados y las conclusiones, si los hubiere;

g) en el caso en que lo estime más favorable, invitar a un País miembro a representar la Unión en cualquier Conferencia o reunión, incluyendo las reuniones del Consejo Ejecutivo y Consejo Consultivo de Estudios Postales de la Unión Postal Universal, a las cuales la Oficina Internacional fuera invitada.

2. El Vicedirector General asistirá al Director General y en ausencia de éste asumirá sus funciones.

Artículo 112 - Documentos, informes y sellos postales que deben remitir a la Oficina Internacional las Administraciones postales

1. Las Administraciones de los Países miembros deberán enviar,

regular y oportunamente, a la Oficina Internacional de la Unión;

a) Todos los informes que solicite la Oficina Internacional para las publicaciones, memorias y demás asuntos de su competencia, en forma tal que permitan la ejecución de su cometido en el más breve plazo;

b) las leyes y reglamentos postales y sus modificaciones sucesivas;

c) la guía postal cada vez que se edite;

d) el texto en su propia lengua, de las proposiciones que sometan a la consideración de los Congresos Postales Universales;

e) tres ejemplares de los sellos postales que emitan, indicando los datos relacionados con la emisión.

2. La información que se remita en cumplimiento del párrafo 1 precedente, en su caso, deberá mantenerse actualizada y a tal fin las Administraciones comunicarán sin demora toda modificación que introduzcan.

3. Las Administraciones de los Países miembros, asimismo, informarán a la Oficina Internacional de la Unión, con tres meses de anticipación a la fecha de la celebración de cada Congreso, de las gestiones realizadas con el fin de hacer efectivos en sus respectivos Países los votos y recomendaciones del último Congreso.

Artículo 113 - Distribución de las publicaciones

1. La Oficina Internacional distribuirá gratuitamente, entre los Países miembros, todas las publicaciones que edite, observando las siguientes proporciones:

a) De las Actas definitivas de los Congresos de la Unión, 3 ejemplares por cada unidad de contribución;

b) de las Actas definitivas de los Congresos de la Unión Postal Universal y de los estudios del Consejo Consultivo de Estudios Postales (CCEP) 2 ejemplares por cada unidad de contribución; y

c) de los demás documentos un ejemplar por unidad de contribución.

2. Las Administraciones que deseen un número menor de publicaciones lo notificarán a la Oficina Internacional.

3. Los ejemplares adicionales de las publicaciones efectuadas por la Oficina Internacional serán suministrados, a quienes lo requieran, a precio de costo.

4. A la Oficina Internacional de la Unión Postal Universal se enviarán cinco ejemplares de las publicaciones de que tratan los incisos a) y b) y dos ejemplares de las demás publicaciones que el Director General de la Oficina Internacional juzgue conveniente.

5. A las oficinas centrales de la uniones restringidas se enviarán dos ejemplares de las publicaciones mencionadas en el inciso a).

Artículo 114 - Plazos para la distribución de las publicaciones

La Oficina Internacional hará la distribución de las publicaciones en los siguientes plazos:

a) las Actas definitivas del Congreso de la Unión, tres meses antes de entrar en vigencia;

b) las Actas definitivas del Congreso de la Unión Postal Universal nueve meses después de recibidas de la Oficina Internacional de la Unión Postal Universal;

c) los demás documentos y publicaciones, en el menor tiempo posible, observando prelación los asuntos urgentes.

Artículo 115 - Jubilaciones y pensiones del personal de la Oficina Internacional de la Unión.

Las jubilaciones y pensiones del personal de la Oficina Internacional serán pagadas del fondo propio que para tal objeto tiene destinada la misma. En el caso de que dicho fondo fuese insuficiente, serán pagadas conforme al párrafo 2 del artículo 124 de este Reglamento.

CAPITULO IV

ASISTENCIA TECNICA Y ENSEÑANZA POSTAL

Artículo 116 - Intercambio de funcionarios

1. Las Administraciones de los Países miembros, directamente o por intermedio de la Oficina Internacional, se podrán de acuerdo para efectuar el intercambio o envío unilateral de funcionarios, con fines de asesoramiento, enseñanza y aprendizaje o para realizar estudios aplicables al perfeccionamiento de los servicios postales.

2. Una vez convenido el intercambio o envío unilateral de funcionarios, las Administraciones interesadas acordarán la forma en que deban sufragar los gastos correspondientes.

3. Las Administraciones otorgarán toda clase de facilidades a los funcionarios que acojan en cumplimiento de los párrafos que anteceden.

4. Cuando el intercambio o envío unilateral de funcionarios se realice en forma directa, las Administraciones interesadas darán aviso de ello a la Oficina Internacional.

Artículo 117 - Colaboración con la Oficina Internacional de la Unión.

Las Administraciones de los Países miembros podrán enviar por el tiempo indispensable funcionarios técnicos para colaborar en la realización de trabajos especiales a la Oficina Internacional de la Unión, cuando ésta lo requiera en casos notoriamente justificados.

Artículo 118 - Escuelas y cursos postales

1. En el ámbito de la Unión y en los lugares que se determinen por el Congreso, se podrán establecer escuelas especializadas de enseñanza postal u organizarse cursos multinacionales o aprovechar las facilidades que ofrezcan las escuelas nacionales para capacitar al personal de las Administraciones postales de los Países miembros.

2. En el caso que no pudiera realizarse alguno de los cursos aprobados por el Congreso en los lugares designados por éste, el Consejo Consultivo y Ejecutivo tomará las medidas necesarias para que puedan desarrollarse en otro País miembro.

3. Los gastos que demande el cumplimiento de los programas de enseñanza autorizados serán satisfechos con las partidas que a tal efecto se incluyan en el presupuesto de gastos de la Unión, con la contribución de los países o instituciones donde funcionen las escuelas y cursos y con el aporte de organismos internacionales.

Artículo 119 - Asistencia a las escuelas postales nacionales

1. Con el fin de fomentar la implantación de escuelas técnico postales en los Países miembros y de colaborar en el desarrollo de las ya existentes, la Unión prestará la ayuda necesaria dentro del límite de los fondos disponibles, mediante el envío de expertos en enseñanza, que permitan formar anualmente un apropiado contingente

de personal postal en cada país.

2. Para llevar a cabo dicho cometido, la Oficina Internacional dispondrá de expertos en enseñanza, contratados por tiempo determinado, para colaborar con carácter itinerante con las Administraciones postales que lo soliciten.

3. La Unión no correrá con los gastos de instalación, funcionamiento, profesorado, etc. de las escuelas postales nacionales.

CAPITULO V

MODIFICACION DE LAS ACTAS DE LA UNION

Artículo 120 - Proposiciones para la modificación de las Actas de la Unión por el Congreso. Procedimiento

1. Las proposiciones se deben enviar a la Oficina Internacional con seis meses de anticipación a la apertura del Congreso.

2. La Oficina Internacional publicará las proposiciones y las distribuirá entre las Administraciones postales de los Países miembros, por lo menos cuatro meses antes de la fecha indicada para el comienzo de las sesiones.

3. Las proposiciones presentadas después del plazo indicado se tomarán en consideración si fueren apoyadas por dos Administraciones como mínimo. Se exceptúan las de orden redaccional, que deberán ostentar en el encabezamiento la letra "R", y que pasarán directamente a la Comisión de Redacción.

Artículo 121 - Condiciones de aprobación de las proposiciones relativas al Reglamento General

Para que tengan validez las proposiciones sometidas al Congreso y relativas al presente Reglamento General, deberán ser aprobadas por la mayoría de los Países miembros representados en el Congreso. Los dos tercios de los Países miembros de la Unión deberán estar presentes en la votación.

Artículo 122 - Modificaciones o resoluciones de orden interno

Las modificaciones o resoluciones de orden interno que adopten los Países miembros y que afecten al servicio internacional, tendrán fuerza ejecutiva tres meses después de la fecha en que sean co-

municados por la Oficina Internacional.

CAPITULO VI

FINANZAS

Artículo 123 - Presupuesto de la Unión

Dentro de los límites fijados por el Congreso, la Oficina Internacional presentará al Consejo Consultivo y Ejecutivo, para su estudio y, dado el caso, su aprobación, un proyecto de presupuesto por programas y actividades, expresado en francos oro y confeccionado dos meses antes de la fecha prevista para la reunión del Consejo. Aprobado por el Consejo, el presupuesto regirá desde el 1° de enero hasta el 31 de diciembre del año siguiente.

Artículo 124 - Fijación de los gastos de la Unión

1. Cada Congreso deberá fijar el importe máximo del presupuesto que regirá para cada año entre uno y otro Congreso, considerando:

a) Los gastos de la Unión;

b) los gastos correspondientes a la reunión del Congreso siguiente;

c) el Fondo de ejecución presupuestario.

2. Bajo reserva de los párrafos 4 y 5, los gastos correspondientes a las actividades de los órganos de la Unión, incluidos los aportes para jubilación del personal de la Oficina Internacional, no deberán exceder de las siguientes sumas para los años 1977 y siguientes:

2.400.111	francos	oro	para	el	año	1977
2.430.332	"	"	"	"	"	1978
2.463.608	"	"	"	"	"	1979
2.501.503	"	"	"	"	"	1980
2.545.911	"	"	"	"	"	1981

3. Para los años posteriores a 1981, en caso de postergación del XII Congreso, los presupuestos anuales del párrafo 2 no deberán exceder de la suma fijada para el año precedente, más un 5 %.

4. Los gastos correspondientes a la reunión del XVIII Congre-

so Postal Universal (traducción, impresión y distribución de las proposiciones y documentos; Conferencia de los Representantes de los Países miembros y asistencia de la Unión Postal de las Américas y España en calidad de observador) no deberán exceder de 114.355 francos oro.

5. Los gastos correspondientes a la reunión del próximo Congreso de la Unión Postal de las Américas y España no deberán exeder de 118.800 francos oro.

6. Si los créditos previstos en los párrafos 2, 3, 4, y 5 resultaren insuficientes para asegurar el correcto funcionamiento de la Unión, estos límites podrán sobrepasarse con la aprobación de la mayoría de los Países miembros de la Unión.

7. El Consejo Consultivo y Ejecutivo podrá autorizar que se excedan los límites fijados en los párrafos 2 y 3 cuando sea necesario para atender las actualizaciones de los sueldos del personal de la Oficina Internacional en las condiciones establecidas en las Actas, y cuando así lo requieran los aumentos del valor de las becas de estudio, asimiladas a las del Programa de las Naciones Unidas para el Desarrollo (PNUD), o del precio de los pasajes que se otorgan a los alumnos que deben concurrir a los cursos de formación postal autorizados por el Congreso.

8. Los gastos ocasionados por el Centro de Traducción y por sus publicaciones serán sufragados por los Países miembros que utilicen sus servicios.

Artículo 125 - Fondo de ejecución presupuestario

1. Al final de cada ejercicio económico, el total anual de los gastos que deben sufragarse por el conjunto de Países miembros de la Unión, será incrementado en un 5 % cuyo importe se destinará al fondo de ejecución presupuestario.

2. Este fondo será aplicado por la Oficina Internacional para el cumplimiento de las obligaciones presupuestarias.

3. Si al finalizar un ejercicio económico el fondo de ejecución presupuestario fuese igual o superior a la totalidad de los gastos realizados durante el año con cargo a todos los Países miembros, ese año no será de aplicación el incremento previsto en el párrafo 1.

Artículo 126 - Distribución de los gastos y contribuciones al Fondo de ejecución presupuestario

1. A los efectos de la distribución de los gastos y dado el caso de las contribuciones al fondo de ejecución presupuestario, los Países miembros serán clasificados en tres categorías, cada una de las cuales contribuye al pago en la proporción siguiente:

1a categoría ..... 8 unidades
2a categoría ..... 4 unidades
3a categoría ..... 2 unidades

2. Pertenecen al 1er. grupo: Argentina, Canadá, España, Estados Unidos de América, República Federativa del Brasil y Uruguay.

Pertenecen al 2° grupo: Colombia, Costa Rica, Cuba, Chile, Estados Unidos Mexicanos, Panamá, Perú y República de Venezuela.

Pertenecen al 3er. grupo: Bolivia, Ecuador, El Salvador, Guatemala, Haití, Nicaragua, Paraguay, República Dominicana y República de Honduras.

3. En caso de nueva adhesión, el Gobierno de la República Oriental del Uruguay, de común acuerdo con la Oficina Internacional y el Gobierno del país interesado, determinará el grupo en el cual deberá ser éste incluido, a los efectos del reparto de los gastos y, dado el caso, de las contribuciones al Fondo de ejecución presupuestario de la Unión.

Artículo 127 - Fiscalización y anticipos

La Dirección Nacional de Correos de la República Oriental del Uruguay fiscalizará los gastos de la Oficina Internacional de la Unión y el Gobierno de dicho país le hará los anticipos que ésta necesite.

Artículo 128 - Formulación de cuentas

La Oficina Internacional formulará anualmente la cuenta de los gastos de la Unión, que deberá ser verificada por la Autoridad de Alta Inspección.

Artículo 129 - Pago de los anticipos

1. El presupuesto aprobado por el Consejo Consultivo y Ejecutivo será comunicado de inmediato a los Países miembros a los efectos que éstos paguen la cuota-parte que les corresponda en dicho presupuesto. Este pago debe ser hecho antes del 30 de junio del año al cual corresponde este presupuesto. Si en definitiva no se gastase el monto total autorizado los excedentes le serán acreditados al país respectivo y se imputarán a cuenta del presupuesto siguiente.

2. Después de la fecha indicada en el párrafo anterior las cantidades adeudadas tanto respecto al presupuesto como al Fondo de ejecución presupuestario, devengarán interés a razón del 5% al año a contar del día de la expiración de dicho plazo.

CAPITULO VII

OFICINA DE TRANSBORDOS

Artículo 130 - Funcionamiento de la Oficina

1. La organización y funcionamiento de la Oficina de Transbordos de Panamá quedan sometidos a la vigilancia y fiscalización de la Dirección General de Correos y Telecomunicaciones de Panamá y de la Oficina Internacional de la Unión, las cuales deberán además aprobar todas las medidas conducentes a la buena marcha de la Oficina.

2. La Oficina Internacional de la Unión actuará también como mediadora y asesora en cualquier situación que surja entre la Administración postal de Panamá y las Administraciones postales de los Países miembros que efectuén operaciones de transbordo en el Istmo.

Artículo 131 - Nombramiento y remoción de los funcionarios de la Oficina de Transbordos

1. El Jefe de la Oficina de Transbordos será nombrado por el Gobierno de la República de Panamá previa consulta a las Administraciones de los Países miembros usuarios y entre los candidatos que éstas propongan.

2. Los demás empleados de la Oficina serán nombrados por la Dirección General de Correos y Telecomunicaciones de Panamá, a pro

puesta del Jefe de la Oficina de Transbordos.

3. El personal indicado tendrá carácter inamovible, conforme a las disposiciones que al respecto establece el Reglamento de la Oficina de Transbordos.

4. Los funcionarios de la Oficina de Transbordos no tendrán el carácter de funcionarios de la Unión.

5. El personal de la Oficina de Transbordos tendrá los mismos derechos y obligaciones que las leyes de la República de Panamá dispongan o hayan dispuesto sobre jubilaciones y pensiones y sean aplicables a los empleados de la Dirección General de Correos y Telecomunicaciones.

6. El Reglamento de la Oficina de Transbordos señala las atribuciones y deberes del personal, cuyo texto figura en anexo y forma parte ingrante de las presentes disposiciones, el cual será revisado por las Administraciones de los Países miembros usuarios, incluyendo a la Administración postal de Panamá y al Director General de la Oficina Internacional de la Unión.

Artículo 132 - Fijación y distribución de los gastos de la Oficina

1. Los gastos que demande el sostenimiento de la Oficina de Transbordos, incluidos los aportes destinados a la formación de un fondo de jubilación para el personal de la misma, estarán a cargo de los Países miembros que la utilicen.

2. Los gastos anuales de sostenimiento de la Oficina de Transbordos no deberán exceder de las sumas que se indican para los años 1977 y siguientes:

145.231	francos	oro	para	el	año	1977
146.671	"	"	"	"	"	1978
148.183	"	"	"	"	"	1979
149.771	"	"	"	"	"	1980
151.438	"	"	"	"	"	1981

3. Para los años posteriores a 1981, en caso de postergación del XII Congreso, los presupuestos anuales del párrafo 2 no deberán exceder de la suma fijada para el año precedente más un 5 %.

4. Si los créditos previstos en los párrafos 2 y 3 resultaren insuficientes para asegurar el correcto funcionamiento de la Oficina, estos límites podrán sobrepasarse con la aprobación de la mayoría de los Países miembros usuarios de la misma.

5. El Consejo Consultivo y Ejecutivo podrá autorizar que se excedan los límites fijados en los párrafos 2 y 3 cuando sea necesario para atender las actualizaciones de los sueldos del personal de la Oficina de Transbordos en las condiciones establecidas en las Actas.

6. Los gastos se repartirán entre los Países usuarios en proporción al número de sacas que envíen por mediación de la Oficina.

Artículo 133 - Fiscalización de gastos y anticipo de fondos

1. La Dirección General de Correos y Telecomunicaciones de Panamá fiscalizará los gastos de la Oficina de Transbordos.

2. Realizará igualmente los anticipos de fondos que la Oficina necesite.

Artículo 134 - Formulación de cuentas

La cuenta de los gastos de la Oficina de Transbordos será formulada y enviada, trimestralmente por esta Oficina a las Administraciones usuarias.

Artículo 135 - Pago de los anticipos

1. Las cantidades que fueren adelantadas por la Administración postal de Panamá en concepto de anticipos, se abonarán por las Administraciones postales deudoras tan pronto como sea posible, y, a más tardar, antes de seis meses a partir de la fecha en que el país interesado reciba la cuenta.

2. No obstante lo dispuesto en el párrafo anterior dicho plazo no se tomará en cuenta si en el transcurso de los dos primeros meses el país deudor ha formulado objeciones a la cuenta, debidamente justificadas. Sin embargo, la Administración deudora liquidará las cantidades que no hayan sido objeto de reparos.

3. Si la cuenta no es objeto de rectificación y no se liquida en el plazo señalado en el párrafo 1 las cantidades adeudadas devengarán interés a razón del 5 % al año, a contar del día de la expiración de dicho plazo.

CAPITULO VIII

DISPOSICIONES FINALES

Artículo 136 - Colaboración con organismos internacionales

A fin de contribuir a una mayor coordinación en materia postal, la Unión colaborará, si fuere necesario mediante la firma de acuerdos, con los organismos internacionales que tengan intereses y actividades conexos; el acuerdo se hará efectivo luego del asentimiento de las dos terceras partes de los Países miembros.

Artículo 137 - Unidad de acción en los Congresos Postales Universales y otras reuniones internacionales

Las delegaciones de los Países miembros procurarán sostener unánime y firmemente los principios establecidos en la Unión Postal de las Américas y España, en ocasión de la celebración de Congresos Postales Universales y de otras reuniones postales internacionales a fin de mantener una unidad de acción conjunta en todo momento.

Artículo 138 - Intercambio de observadores

1. La Unión podrá enviar observadores a los Congresos, Conferencias y Reuniones de la Unión Postal Universal, al Consejo Ejecutivo y al Consejo Consultivo de Estudios Postales.

2. Igualmente podrá enviar observadores a los Congresos de las Uniones postales restringidas que hubieran formulado oportuna invitación.

3. La Unión Postal Universal podrá enviar observadores a los Congresos, Conferencias y Reuniones de la Unión y a las reuniones del Consejo Consultivo y Ejecutivo.

4. Se admitirán observadores de las Uniones postales restringidas en los Congresos, Conferencias y Reuniones de la Unión, siempre que así lo resolviere el órgano interesado o la mayoría de los Países miembros.

Artículo 139 - Vigencia y duración del Reglamento General

El presente Reglamento General entrará en vigor el primer día del mes de octubre del año mil novecientos setenta y seis y permanecerá vigente hasta la puesta en ejecución de las Actas del próximo Congreso.

En fe de lo cual los Representantes Plenipotenciarios de los Gobiernos de los Países miembros han firmado el presente Reglamento General en la ciudad de Lima, capital de Perú, a los dieciocho días del mes de marzo del año mil novecientos setenta y seis.

POR ARGENTINA

Brigadier Mayor Arturo PONS BEDOYA

POR BOLIVIA

Señor Edgar Prudencio VELASCO

POR CANADA

Señor John E. UBERIG

Señor Ferdinand PAGEAU

Señor David G. BULLOCK

Señor R. Murray CHURCH

POR COLOMBIA

Ingeniero Iván RATKOVICH CARDENAS

Señor Jaime CABRERA SARMIENTO

Señor Alfonso SALAZAR PAEZ

POR COSTA RICA

Licenciado Francisco HERNANDEZ BRENES

POR CUBA

Doctor Luis SOLA YILA

POR CHILE

General de División (R) E.CH.
Galvarino MANDUJANO LOPEZ

Señor José KOYOA BERROETA

POR ECUADOR

Señor Enrique MORA VAZQUEZ

POR EL SALVADOR

Teniente Coronel e Ingeniero
Tito Livio GUILLEN

Señor Juan Ramón HIDALGO

POR ESPAÑA

Señor Joaquín SUMMERS HEVIA

Señor Sebastián MORO SERRANO

Señor Jaime ASCANDONI RIVERO

POR ESTADOS UNIDOS DE AMERICA

Señor H. Edgar S. STOCK

Señor Richard M. SANCHEZ

Señorita Irma HARRISON

Señor Michael J. REGAN

Señor Haven N. WEBB

POR ESTADOS UNIDOS MEXICANOS

Señor Darío RINCON ALVAREZ

POR GUATEMALA

Embajador Rafael AGUILAR SPINOLA

POR HAITI

POR NICARAGUA

General Florencio A. MENDOZA GUILLEN

Teniente J. Francisco MEJIA PEREIRA

Doctor Manuel CASTILLO JARQUIN

POR PANAMA

Licenciado Julio ESPINO B.

POR PARAGUAY

Embajador Doctor Manuel AVILA

POR PERU

Coronel E.P. Oscar LINARES NUREZ

Doctor Alberto GALVEZ CUELLAR

Licenciado Carlos F. ESPICHAN SALAZAR

Doctor Oscar VASQUEZ LAMA

Doctor Raúl GALVEZ CUELLAR

Señor Eduardo O. RUIZ ALCALDE

POR REPUBLICA DOMINICANA

Embajador Eduardo Antonio GARCIA VASQUEZ

POR REPUBLICA FEDERATIVA DEL BRASIL

Señor Adwaldo CARDOSO BOTTO DE BARROS

POR REPUBLICA DE HONDURAS

Señor Miguel TOSTA FIALLOS

Señor Noe SOLANO DAVILA

POR REPUBLICA DE VENEZUELA

Señor José Rafael RAMIREZ PLATA

POR URUGUAY

Coronel P.A.M. Arancibio D. AMADO

Señor Luis Alberto BENITEZ

REGLAMENTO DE LA OFICINA INTERNACIONAL DE LA UNION POSTAL DE LAS AMERICAS Y ESPAÑA

INDICE

CAPITULO I

GENERALIDADES

Artículos 1, 2, 3, 4, 5 y 6

CAPITULO II

PRESUPUESTO Y CONTABILIDAD

Artículos 7, 8, 9, 10, 11, 12, 13 y 14

CAPITULO III

DISPONIBILIDADES

Artículos 15, 16, 17 y 18

CAPITULO IV

DEL CONTROL

Artículos 19, 20, 21 y 22

CAPITULO V

PERSONAL

Artículos 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 y 36

CAPITULO VI

BONIFICACIONES

Artículos 37, 38, 39, 40, 41 y 42

CAPITULO VII

JUBILACIONES

Artículos 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62 y 63

CAPITULO VIII

COMPENSACION POR RETIRO

Artículos 64, 65, 66, 67 y 68

CAPITULO IX

MODIFICACIONES

Artículo 69

REGLAMENTO DE LA OFICINA INTERNACIONAL DE LA UNION POSTAL DE LAS AMERICAS Y ESPANA

CAPITULO I

GENERALIDADES

Artículo 1

La organización y el funcionamiento de la Oficina Internacional de la Unión Postal de las Américas y España y las relaciones con el Gobierno de la República Oriental del Uruguay, en su carácter de País sede, y con la Autoridad de alta inspección, se rigen por las disposiciones de este Reglamento, sin perjuicio de las contenidas en la Constitución y en el Reglamento General.

Artículo 2

Para facilitar el funcionamiento de la Oficina Internacional y de los otros órganos de la Unión, el Gobierno de la República Oriental del Uruguay:

a) Otorgará los privilegios e inmunidades que establece el artículo 8 de la Constitución de la Unión;

b) adelantará los fondos necesarios para su funcionamiento conforme a lo establecido en el artículo 127 del Reglamento General de la Unión;

c) adoptará toda otra medida necesaria para el cumplimiento de los cometidos de la Oficina Internacional.

Artículo 3

A la Dirección Nacional de Correos del Uruguay, en su carácter de Autoridad de alta inspección de la Oficina Internacional, le compete:

a) Formular las observaciones que estime procedentes, al Director General de la Oficina Internacional, sobre cualquier aspecto del funcionamiento de la Oficina;

b) poner en conocimiento de los Países miembros, en el caso en que las observaciones formuladas de acuerdo al inciso a), no fueren tenidas en cuenta por la Dirección General de la Oficina Internacional;

c) efectuar el control "a posteriori" de todas las contrataciones, gastos, movimientos de fondos, pagos, asientos contables, etc., de la Oficina Internacional;

d) tomar las medidas convenientes para que se haga efectivo el adelanto de fondos para el funcionamiento de la Oficina Internacional;

e) vigilar el cumplimiento de lo establecido en el presupuesto anual de gastos aprobado por el Consejo Consultivo y Ejecutivo, de acuerdo a las estipulaciones del Reglamento General;

f) aprobar las rendiciones de cuentas anuales de los gastos de la Oficina Internacional;

g) resolver en definitiva las reclamaciones del personal de la Oficina Internacional contra las resoluciones de la Dirección General de la misma;

h) adoptar cualquier otra medida necesaria para el cumplimiento de las funciones de alta inspección.

Artículo 4

Las relaciones de los Países miembros con la Autoridad de alta inspección y viceversa, podrán efectuarse por intermedio de la Oficina Internacional, salvo lo previsto en el artículo 3, inciso b) de este Reglamento.

Artículo 5

Al Director General le compete la dirección y administración de la Oficina Internacional de la cual es el representante legal, comprometiéndola con su firma. Le corresponden todos los asuntos que no están reservados al Gobierno de la República Oriental del Uruguay, a la Autoridad de alta inspección o al Consejo Consultivo y Ejecutivo, y especialmente:

a) Organizar y dirigir todos los trabajos de la Oficina Internacional;

b) nombrar al Contador, Oficiales, Traductores, Auxiliares y Portero-ordenanza de la Oficina Internacional, previo examen de competencia;

c) presentar al Consejo Consultivo y Ejecutivo los candidatos ofrecidos por las Administraciones postales para el cargo de Consejero;

d) conceder licencias, vacaciones, fijar días y horarios de trabajo;

e) contratar empleados y obreros con carácter eventual, dando cuenta a la Autoridad de alta inspección. Los empleados que contra-

te para labores administrativas y los obreros podrán ser reclutados entre los nacionales del País sede. Para labores de asesoría o técnicos de enseñanza, la Oficina Internacional solicitará a las Administraciones postales de los Países miembros la presentación de candidatos, designando al que merezca la aprobación de la Oficina Internacional y, en su caso, de la Administración interesada;

f) imponer sanciones al personal de la Oficina Internacional, conforme a lo establecido en el artículo 30 de este Reglamento y proponer las destituciones que correspondan;

g) organizar el legajo o foja de servicios de cada empleado y ordenar las anotaciones en el mismo previa vista del interesado;

h) preparar los proyectos de presupuesto anuales y presentarlos al Consejo Consultivo y Ejecutivo conforme a lo dispuesto en el artículo 123 del Reglamento General;

i) contratar o compromer los gastos y autorizar los pagos de la Oficina Internacional, previo cumplimiento de las formalidades del caso;

j) contratar préstamos, suscribir documentos de adeudo, constituir garantías y abrir cuentas en la banca privada cuya responsabilidad o depósito total no vayan más allá de dos duodécimos del presupuesto anual. Los documentos deberán ser suscritos mancomunadamente por el Director General y el Vicedirector General de la Oficina Internacional;

k) efectuar transposiciones de partidas entre rubros y subrubros dentro del mismo grupo de un mismo programa de acuerdo con las necesidades del servicio. Asimismo, consultar y obtener el acuerdo del Presidente del Consejo Consultivo y Ejecutivo para efectuar las transposiciones mayores previstas en el artículo 107, párrafo 10, inciso h) del Reglamento General que sean necesarias para solventar gastos importantes en situaciones de emergencia, y posteriormente someter esas transposiciones para confirmación al Consejo Consultivo y Ejecutivo en pleno, de acuerdo con lo dispuesto en dicho artículo conjuntamente con cualquier otro gasto que refleje cambios importantes en los programas o grupo de gastos dentro de un mismo programa;

l) resolver acerca de las bonificaciones establecidas en el Capítulo VI del presente Reglamento;

m) resolver los desplazamientos del personal de la Oficina Internacional por motivos de servicio, y fijar los viáticos y gastos respectivos conforme a lo previsto en el presupuesto vigente. En los casos no previstos y atendida la necesidad de un desplazamiento, requerirá el acuerdo de la Autoridad de alta inspección para la regulación del gasto respectivo;

n) rendir cuenta a la Autoridad de alta inspección de la ejecución del presupuesto aprobado por el Consejo Consultivo y Ejecutivo;

o) elevar a la Autoridad de alta inspección las reclamaciones que los empleados de la Oficina Internacional interpongan contra las resoluciones de la Dirección General.

Artículo 6

El Vicedirector General asiste al Director General y en su ausencia lo reemplaza con sus mismas atribuciones.

Capítulo II

PRESUPUESTO Y CONTABILIDAD

Artículo 7

1. El proyecto de presupuesto por programa deberá ser presentado de acuerdo con lo estipulado en el Reglamento General de la Unión conteniendo información detallada y ordenada por actividades. En forma comparativa, la presentación del presupuesto consistirá en el presupuesto y el registro de los gastos reales del ejercicio anterior, el presupuesto del ejercicio en curso, junto con cualquier modificación que se proponga de acuerdo con el artículo 107, párrafo 10, inciso h) del Reglamento General, y finalmente el proyecto de presupuesto para el ejercicio siguiente.

2. La exposición de motivos que acompañará al proyecto de presupuesto, contendrá todas las disposiciones y detalles necesarios para la comprensión y apreciación de las modificaciones propuestas.

Artículo 8

El ejercicio presupuestario abarcará el período correspondiente al lapso que va del 1° de enero al 31 de diciembre de cada año.

Artículo 9

1. El presupuesto será fijado en francos oro.

2. El presupuesto será ejecutado en una moneda oro, preferentemente de uno de los Países miembros de la Unión. Moneda oro es la de un país cuyo Banco Central de emisión o cualquiera otra institución oficial de emisión compre y venda oro contra la moneda nacional, a tasas fijas determinadas por la ley o en virtud de un acuerdo con el Gobierno.

Artículo 10

En el caso de no ser aprobado alguno de los rubros del proyecto del presupuesto presentado por la Oficina Internacional, continuará rigiendo lo autorizado en el presupuesto anterior. Si fuere negada alguna solicitud de transposición continuará rigiendo lo autorizado en el presupuesto en curso.

Artículo 11

No podrá comprometerse gasto ni celebrarse contrato alguno sin que exista, en el momento de contraer el compromiso, disponibilidad suficiente a tales efectos en el grupo de gastos del programa que ha de soportar la erogación ni afectar los mismos a recursos de ejercicios venideros.

Artículo 12

1. Toda compra, así como todo contrato sobre trabajos, obras o suministros, se hará en todos los casos mediante el procedimiento de la licitación pública, salvo las excepciones siguientes:

a) Las compras, trabajos, obras o suministros cuyo importe no exceda de 1.500 francos oro;

b) los contratos que se celebren con personas jurídicas de derecho público;

c) cuando existan razones de urgencia de naturaleza imprescindible;

d) cuando por la naturaleza de la contratación o por circunstancia de hecho resulte imposible o innecesario el llamado a licitación;

e) cuando las compras, trabajos, obras o suministros se celebren en el extranjero;

f) cuando una licitación hubiera sido declarada desierta por segunda vez o cuando se hubiere efectuado un primer llamado sin la concurrencia de ningún proponente.

2. En los casos de los incisos c), d) y f), deberá recabarse la conformidad de la Autoridad de alta inspección previamente a la contratación directa. En el caso del inciso e), deberá solicitarse la colaboración de la Administración postal del país donde el trabajo se realice.

3. Queda prohibido el fraccionamiento de compras, obras, suministros o trabajos cuyo monto dentro del ejercicio exceda de 1.500 francos oro.

Artículo 13

En las compras, obras, trabajos o suministros cuyo monto sea superior a 150 francos oro, deberán recabarse, por lo menos, tres cotizaciones, las cuales serán agregadas al expediente respectivo. En caso de no poder obtenerse las tres cotizaciones, o de no ser conveniente seguir tal procedimiento, el Director General de la Oficina Internacional podrá resolver las adquisiciones sin necesidad de dichas tres cotizaciones.

Artículo 14

Toda enajenación a título oneroso o arrendamiento de bienes propiedad de la Unión deberá hacerse en subasta o licitación pública, y previa tasación.

CAPITULO III

DISPONIBILIDADES

Artículo 15

Si fuere necesario, el monto de los gastos del presupuesto aprobado, incluidas en el mismo las cantidades destinadas al fondo de reserva para jubilaciones y pensiones será puesto a disposición de la Oficina Internacional por el Gobierno de la República Oriental del Uruguay por trimestres adelantados.

Artículo 16

La equivalencia del franco oro con la moneda nacional uruguaya, a los efectos de los anticipos que deba realizar el Gobierno de la República Oriental del Uruguay, será fijada por trimestres y directamente por el Banco Central de la República Oriental del Uruguay, sin otro trámite o autorización ulterior. Tomará como base el contenido en oro del franco oro y el contenido en oro de una moneda oro, preferentemente de un País miembro de la Unión y la cotización de esta moneda en el mercado libre absoluto de la República Oriental del Uruguay.

Artículo 17

La Oficina Internacional girará contra la referida cuenta de acuerdo con las necesidades del servicio, solamente mediante cheques que deberán tener la firma del Director General y del funcionario que esté a cargo de la contabilidad de la Oficina Internacional; del mismo modo operará en la cuenta abierta en la banca privada.

Artículo 18

Los giros, cheques, transferencias de fondos, provenientes de los Países miembros o cualquier otra entrada de dinero a favor de la Oficina Internacional, deberán ser depositados a más tardar, el próximo día hábil siguiente al de su recepción.

CAPITULO IV

DEL CONTROL

Artículo 19

1. El control que corresponde a la Autoridad de alta inspección sobre el movimiento de fondos de la Oficina Internacional, será de carácter formal y material.

2. El control formal comprenderá:

a) El examen de los libros de contabilidad y de los recibos y documentos justificativos;

b) la revisión de los asientos, movimientos y transferencias contables;

c) la comprobación del efectivo, valores, cuentas bancarias, inventario y demás bienes de la Oficina Internacional;

d) la verificación de si las entradas y salidas son adecuadas al presupuesto aprobado;

e) cualquier otro procedimiento de control formal.

3. El control material comprende el examen de la conformidad de las entradas y salidas a las disposiciones en vigor.

Artículo 20

La Oficina Internacional efectuará estados semestrales de movimiento de fondos que serán sometidos a examen y aprobación de la Autoridad de alta inspección.

Artículo 21

Operada la clausura definitiva del ejercicio se procederá a la formulación de la rendición de cuentas, la cual comprenderá:

a) Un estado de los ingresos;

b) un estado de los egresos, en el que se especificarán los legalmente autorizados, las transposiciones efectuadas, las sumas efectivamente pagadas y las sumas pendientes de pago;

c) un estado de los importes comprometidos durante el ejercicio;

d) los saldos existentes a la iniciación y a la clausura del ejercicio;

e) el resultado de la gestión total del ejercicio;

f) la explicación de todos los casos en que los gastos reales difirieron del presupuesto en forma significativa.

Artículo 22

Una copia de la rendición de cuentas presentada a la Autoridad de alta inspección será enviada por la Oficina Internacional a las Administraciones de los Países miembros dentro de los tres meses desde el fin del año fiscal al cual se refieren las cuentas. Posteriormente se enviará la constancia de su aprobación o, en su defecto, las observaciones que hubiere merecido.

CAPITULO V

PERSONAL

Artículo 23

Los empleados de la Oficina Internacional se dividen en dos categorías:

a) Empleados permanentes;

b) empleados no permanentes.

Artículo 24

1. El Director General y el Vicedirector General de la Oficina Internacional serán elegidos por el Congreso. Los candidatos deberán ser presentados por los Gobiernos de los Países miembros, excepto si se trata de funcionarios superiores de la Oficina Internacional, los cuales podrán presentar su candidatura directamente. Los candidatos elegidos no podrán ser nacionales de un mismo País miembro.

2. El procedimiento a seguir será el siguiente:

a) Tres meses antes de la fecha de comienzo del Congreso, los Gobiernos de los Países miembros presentarán sus candidatos al Gobierno del País sede de la Unión, remitiendo el correspondiente

curriculum vitae de los interesados;

b) los funcionarios superiores de la Oficina Internacional que deseen presentar su candidatura, la enviarán, acompañada igualmente de su curriculum vitae al Gobierno del País sede de la Unión;

c) un mes antes, a más tardar, de la fecha de comienzo del Congreso el País sede de la Unión hará saber a los Gobiernos de los restantes Países miembros la nómina de los candidatos presentados y el curriculum vitae de los mismos. Igual información hará llegar a la Oficina Internacional.

3. Para ser candidato a Director General o a Vicedirector General de la Oficina Internacional se requerirá:

a) Poseer una vasta experiencia de la organización y de la ejecución de los servicios postales adquirida en la Administración de un País miembro y ser nacional del país que lo presente, o

b) pertenecer al personal superior de la Oficina Internacional de la Unión.

4. La elección se hará mediante voto secreto y por mayoría simple de miembros presentes y votantes.

Artículo 25

Cuando se presenten las vacantes correspondientes a los cargos de Consejero, Contador, Oficial, Traductor, Auxiliar y Portero-ordenanza, se harán los respectivos nombramientos observando las siguientes normas:

a) El cargo de Consejero, conforme a la disposición contenida en el artículo 107, párrafo 10, incisos d) y e) del Reglamento General;

b) los cargos de Contador, Oficial, Traductor, Auxiliar y Portero-ordenanza son de libre nombramiento por parte del Director General de la Oficina Internacional, previo examen de sus competencias. Estos cargos deberán ser cubiertos preferiblemente, con nacionales del País sede de la Unión, residentes en él.

Artículo 26

1. En los puestos de carácter permanente sólo podrá ubicarse personal contratado bajo condición de prueba. A esos efectos, se podrá contratar un empleado por un período de 180 días; dicha contratación sólo podrá ser renovada una vez más por igual período.

2. Sin embargo, si se mantuviere trabajando el empleado después de finalizado su segundo período de contratación, se comenzarán de inme-

diato los trámites necesarios para su designación permanente en el puesto para el cual fue contratado.

Artículo 27

Los empleados de la Oficina Internacional no podrán ejercer otras actividades dentro del horario oficial que señale el Director General para el funcionamiento de la Oficina conforme a la regla establecida en el artículo 32 de este Reglamento.

Artículo 28

1. Los empleados que no cumplan con los deberes de su cargo, ya sea intencionalmente, ya sea por negligencia o imprudencia, o incurran en delito, estarán sujetos a sanciones disciplinarias de acuerdo con el grado de la falta.

2. Las sanciones disciplinarias serán:

a) Amonestación;

b) suspensión de empleo y sueldo por tiempo determinado y no mayor de 30 días;

c) destitución.

3. El producto de los descuentos a que se refiere el inciso b) del párrafo 2, ingresará al fondo de reserva para jubilaciones y pensiones.

Artículo 29

1. La destitución del Consejero se hará por el Consejo Consultivo y Ejecutivo a propuesta del Director General de la Oficina Internacional, la que irá acompañada de un sumario que la justifique.

2. Para que la destitución se haga efectiva será necesario el voto aprobatorio de tres miembros del Consejo Consultivo y Ejecutivo.

3. Si el hecho que motiva la destitución tuviere lugar dentro de los noventa días anteriores a la apertura del Congreso, la destitución será cumplida por éste.

4. La destitución del Contador, Oficiales, Traductores, Auxiliares y Portero-ordenanza se hará efectiva por el Director General de la Oficina Internacional, dando cuenta al Consejo Consultivo y Ejecutivo.

5. El Consejo Consultivo y Ejecutivo, en los casos del párrafo 4, podrá ratificar la destitución o desaprobarla, sustituyéndola por sus-

pensión de empleo y sueldo por el tiempo que estime procedente pero no superior a 30 días o disponiendo la restitución en el cargo del empleado destituido. En este caso el empleado tendrá derecho a que se le paguen sus haberes sin solución de continuidad.

Artículo 30

Las sanciones disciplinarias deberán imponerse por resolución motivada, después de haberse instruido un sumario y haberse dado vista del mismo al empleado inculpado, debiendo asegurarse el derecho de defensa.

Artículo 31

El empleado que viole los deberes de su cargo será responsable de los daños que cause.

Artículo 32

La jornada de trabajo será la que rija para los empleados de la Administración pública de la República Oriental del Uruguay, y podrá ser extendida hasta cuarenta y cuatro horas de trabajo semanales sin derecho a retribución especial. Los horarios de trabajo serán fijados por el Director General de la Oficina Internacional de acuerdo con las necesidades del servicio.

Artículo 33

1. Cada empleado tendrá derecho a vacaciones anuales con goce de sueldo por un plazo de treinta días naturales. La concesión de la vacación estará subordinada, en cuanto a la fecha, a las necesidades del servicio. Sin embargo, en la medida de lo posible, deberá tenerse en cuenta la preferencia del interesado.

2. El empleado deberá tener un año de antigüedad en la Oficina Internacional para tener derecho a vacaciones.

Artículo 34

1. Los sueldos de los empleados permanentes de la Oficina Internacional se fijan en francos oro, conforme a la escala que figura en el cuadro anexo a este artículo.

2. Los sueldos o jornales de los empleados no permanentes serán fijados por el Director General de la Oficina Internacional con el acuerdo de la Autoridad de alta inspección.

3. Los puestos de los empleados permanentes de la Oficina Internacional se clasifican como sigue:

Categoría superior:

- Director General
- Vicedirector General
- Consejero

Categoría profesional:

- Contador
- Oficial
- Traductor

Categoría de servicios generales:

- Auxiliar
- Portero-ordenanza

CUADRO ANEXO AL PARRAFO 1 DEL ARTICULO 34

Empleados permanentes	Sueldos mensuales en francos oro	
	Columna I	Columna II
Categoría superior:		Los sueldos fijados en la columna I rigen a partir del 26 de noviembre de 1971 y serán actualizados en el mismo porcentaje que fije la Unión Postal Universal para el Director General de su Oficina Internacional. El Consejo Consultivo y Ejecutivo resolverá dichas actualizaciones.
- Director General	3.480	
- Vicedirector General	2.958	
- Consejero	2.610	
Categoría profesional		
- Contador	1.566	
- Oficiales	1.566	
- Traductores	1.566	
Categoría de servicios generales		
- Auxiliares	1.044	
- Portero-ordenanza	748	

Artículo 35

En caso de nombrarse un empleado que no sea uruguayo y que se encuentre domiciliado fuera del Uruguay, tendrá derecho al reembolso de los gastos del viaje y de la mudanza para él y para los miembros de la familia a su cargo. Tendrá derecho a los mismos gastos cuando regrese a su país de origen en caso de jubilación. En caso de muerte del empleado, la familia gozará de los mismos derechos. Asimismo la Unión se hará cargo de los gastos de repatriación de los restos del empleado fallecido. Por regla general los gastos de viaje y de mudanza no serán

reembolsados si la repatriación tiene lugar después de un plazo de seis meses a contar del día en que el empleado se haya jubilado o haya fallecido.

Artículo 36

1. Con excepción de lo dispuesto en el artículo 33 del presente Reglamento, el régimen de licencias del personal de la Oficina Internacional será el establecido en el Uruguay para los empleados de la Dirección Nacional de Correos.

2. Las licencias del Director General serán concedidas por la Autoridad de alta inspección, la que presentará un informe justificativo de los motivos de ellas al Consejo Consultivo y Ejecutivo.

3. Los empleados no uruguayos tendrán derecho, una vez cada dos años, al reembolso por la Unión de los gastos de viaje a su país de origen por la vía más rápida y más corta, para ellos, y eventualmente, para su cónyuge y sus hijos solteros menores de dieciocho años o incapacitados física o mentalmente, a su cargo.

CAPITULO VI

BONIFICACIONES

Artículo 37

Los empleados de la Oficina Internacional tendrán derecho a una asignación por cada hijo menor de dieciocho años o incapacitado física o mentalmente, a su cargo y que no tenga ocupación remunerada. Esta asignación será de 192 francos oro por hijo y por año.

Artículo 38

Los empleados de la Oficina Internacional que no sean de nacionalidad uruguaya tendrán derecho a una indemnización de expatriación equivalente a un mes de sueldo por año.

Artículo 39

1. El personal de la Oficina Internacional tendrá derecho a una gratificación, que se pagará al final de cada año, y que equivaldrá al importe de un mes de sueldo o al promedio de jornales mensuales percibidos en ese año.

2. El personal permanente con más de veinticinco años de servicio

en la Oficina Internacional o en las Administraciones postales, tendrá derecho a una gratificación equivalente a dos meses de sueldo al año.

Artículo 40

El personal de la Oficina Internacional, el cónyuge y los hijos menores o incapacitados a su cargo tendrán derecho a asistencia médica, la que se contratará con una institución especializada, preferentemente de carácter mutual.

Artículo 41

El Director General y el Vicedirector General de la Oficina Internacional percibirán una suma anual, equivalente a un sueldo mensual pagadero por duodécimos, por concepto de gastos de representación.

Artículo 42

Los sueldos, las bonificaciones del personal de la Oficina Internacional de que trata el presente título y las jubilaciones, pensiones, subsidios y demás beneficios, pagados por el fondo de reserva, estarán exentos de toda clase de gravámenes, creados o por crearse.

CAPITULO VII

JUBILACIONES

Artículo 43

1. El personal de la Oficina Internacional de la Unión Postal de las Américas y España adquiere el derecho a jubilación después de diez años de servicio y por las siguientes causales:

a) Normalmente, al totalizarse la cifra "90" entre años de edad y años de servicio reconocidos, o por totalizar la cifra "85" si el funcionario tuviera más de sesenta años de edad;

b) por incapacidad física o mental que imposibilite para el desempeño de la función debiendo computarse los servicios del incapacitado a razón de tres años por cada dos años de servicios efectivos prestados. El mínimo de actividad que fija este artículo no se requerirá cuando la incapacidad se haya originado por acto directo del servicio, en cuyo caso se otorgará la jubilación promedial calculada para treinta años, la que podrá generar la pensión correspondiente;

c) por destitución no motivada por las causales comprendidas en los incisos a) y b) del artículo 52 del presente Reglamento.

2. La jubilación será de tantos treinta avos del promedio de sueldos o jornales o cualquier otra remuneración percibida durante los últimos tres años, como años de servicios reconocidos posea el afiliado, no contándose los que pasen de treinta.

3. Cuando el afiliado tenga veinte años de servicios en la Oficina Internacional, el promedio será el de los sueldos, jornales o cualquier otra remuneración percibida durante el último año de servicios efectivos.

4. El promedio jubilatorio a que se refiere el párrafo precedente, no podrá exceder del promedio del párrafo 2, en una cantidad superior a un tanto por ciento igual a los años de servicio que tenga el afiliado en la Oficina Internacional, con un máximo de treinta años.

5. El promedio de sueldos, jornales y otras remuneraciones del personal que hubiere sido comisionado temporariamente fuera del País sede por razones de servicio se calculará sobre la base de los sueldos, jornales y otras remuneraciones establecidas en este Reglamento para su desempeño en la sede de la Oficina Internacional de Montevideo. En ningún caso se computarán a los efectos jubilatorios los viáticos percibidos por concepto del desempeño de una misión de servicio.

Artículo 44

Los funcionarios no uruguayos que en el momento de ingresar en la Oficina Internacional estuvieran domiciliados fuera del Uruguay - ya sean permanentes o provisorios - tendrán derecho a optar, ellos o sus causahabientes, en caso de fallecimiento, entre los regímenes siguientes:

a) El previsto en el artículo 43;

b) jubilarse si tienen diez o más años de servicios, al totalizar la cifra setenta entre años de edad y años de servicio en la Oficina. El promedio jubilatorio será igual al sesenta por ciento del promedio de los sueldos o jornales de los últimos tres años aumentado en un tanto por ciento igual a los años de servicios que el afiliado tenga en la Oficina Internacional con un máximo de veinte;

c) el funcionario al cesar en el cargo tendrá derecho a percibir por una sola vez una suma que estará compuesta por todos los aportes que hubieran ingresado al fondo de reserva por concepto de ese funcionario, incluidos los correspondientes al beneficio de retiro, más los intereses capitalizados a la tasa del 5% anual más un suplemento del 1% de la suma anterior por cada año de servicio.

Artículo 45

Si la imposibilidad a que se refiere el inciso b) del artículo 43 se produjera antes de los diez años de servicio, el afiliado tendrá derecho a percibir el importe de dos sueldos por cada año de servicios prestados.

Artículo 46

1. Los funcionarios de la Oficina Internacional, de cualquier nacionalidad, que tengan servicios anteriores amparados por distintas Cajas, aun de otros países, tendrán opción a continuar afiliados a las mismas, o a renunciar a su afiliación a aquellas Cajas y a los beneficios consiguientes traspasando esos servicios a la Caja de la Oficina Internacional.

2. Se admitirá la opción citada cuando el afiliado tenga cinco años, por lo menos, de servicios en la Oficina Internacional.

3. En el caso de que el funcionario haga uso de la opción citada, la Caja o las Cajas a las cuales estaba afiliado, o el propio funcionario deberán verter el importe de los montepíos, reintegros, contribuciones patronales e intereses capitalizados correspondientes a ese funcionario, como condición indispensable para que se haga efectivo el traspaso de los servicios.

4. Si por el contrario, el funcionario de la Oficina Internacional quisiera traspasar los servicios prestados en la misma a otra Caja, ésta deberá reconocerle los servicios prestados en la Oficina Internacional, y el fondo de reserva deberá verter en la otra Caja los aportes correspondientes a ese funcionario, en proporción a los ingresos globales producidos en el fondo de reserva y a las remuneraciones que percibió el funcionario mientras estuvo empleado en la Oficina Internacional.

Artículo 47

Podrán acumularse jubilaciones y pensiones decretadas y servidas por la Caja de la Oficina Internacional, con sueldos percibidos en actividades amparadas en otras Cajas o con jubilaciones o pensiones servidas por otras Cajas.

Artículo 48

El tiempo de licencia sin sueldo no se computará a los efectos jubilatorios.

Artículo 49

La jubilación correrá desde el primer día del cese del empleado en el cargo que desempeñe y la pensión, desde que se produzca el fallecimiento del causante o la declaración judicial de ausencia.

Artículo 50

Los créditos contra la Caja procedentes de jubilaciones, pensiones o cualesquiera otros beneficios, quedarán prescriptos si no fueran reclamados dentro del plazo de tres años a contar de la fecha en que hubieran sido exigibles.

Artículo 51

Cada vez que se produzca una modificación en los sueldos asignados al personal de la Oficina Internacional, se procederá de oficio a reformar las cédulas de los jubilados y pensionistas cuyas pasividades hubieran sido liquidadas sobre la base de los sueldos anteriores, considerando la categoría del cargo que desempeñaba el beneficiario o el causante en el momento de producirse la pasividad. Para obtener el monto de la pasividad a servirse deberá hacerse una rebaja del quince por ciento (15%) de la diferencia entre la pasividad anterior y la que correspondería de acuerdo al nuevo sueldo.

Artículo 52

1. Sólo se perderá el derecho a jubilación:

a) Por delito común declarado por sentencia ejecutoriada y siempre que afecte la honorabilidad funcional del afiliado, manteniéndose en suspenso el trámite sobre el otorgamiento de la jubilación hasta que se haya dictado la sentencia ejecutoriada o se pronuncie el sobreseimiento. El sobreseimiento por falta de acusación fiscal, gracia o amnistía producido antes de dictarse la sentencia definitiva, se equipara a la absolución a los efectos de este Reglamento. La sentencia condenatoria ejecutoriada extingue los derechos a la jubilación, aun cuando mediare amnistía, gracia o suspensión de la pena. Igualmente ocurrirá cuando se operase la prescripción del delito;

b) por hechos u omisiones que configuren dolo o culpa grave en actos de servicio.

2. La Autoridad de alta inspección determinará si se ha configurado el dolo o culpa grave, o si el delito afecta la honorabilidad del funcionario.

3. Los derechohabientes de los funcionarios que pierdan su jubilación por aplicación de este artículo, gozarán de la pensión correspondiente a partir de la fecha de la exoneración, mientras estén privados de recursos; e igualmente tendrán el mismo derecho la esposa y los hijos del funcionario que haga abandono del empleo y del hogar, debidamente comprobado, mientras se hallaren en situación de desamparo.

Artículo 53

Cuando ocurra el fallecimiento de un afiliado después de diez años de servicio, tendrán derecho a pensión la viuda, el viudo incapacitado, los hijos menores o mayores incapacitados, las hijas solteras, los padres, hermanas solteras o viudas, hermanos menores de edad y los mayores incapacitados, siempre que tanto los padres como las hermanas solteras o viudas, hermanos menores de edad y los mayores incapacitados, carecieran de recursos para su sustentación.

Artículo 54

1. La pensión consistirá en el 50% de la jubilación que hubiere correspondido o disfrutara el causante al fallecer, y el 66% de la misma en los casos de los incisos a) y c) del artículo 56 mientras subsista la concurrencia de beneficiarios a que ellos se refieren.

2. Cuando entre los causahabientes hubiera hijos menores de edad, el monto de la pensión será aumentado en un 10% del importe de la pensión por cada uno, pudiendo llegarse hasta el monto de la jubilación originaria. Este aumento regirá para las mujeres hasta los 21 años de edad y hasta los 18 para los varones.

Artículo 55

1. La mitad de la pensión corresponde a la viuda o al viudo incapacitado, si concurriera con los hijos o los padres del causante; la otra mitad se distribuirá "per cápita".

2. De no existir viuda o viudo incapacitado, la pensión se distribuirá por partes iguales entre los concurrentes.

3. Al desaparecer el derecho de un concurrente, la totalidad de su parte de pensión pasará al usufructo de la viuda o viudo incapacitado, excepto el 10% por la minoría de edad.

4. En el caso de que entre los beneficiarios no existieran la viuda o viudo incapacitado, la extinción del derecho de una de las partes, acrecentará el monto de las subsistentes en el 50% de la parte que correspondió a quien cesó en su derecho.

5. Cuando a cualquiera de los concurrentes en una pensión le fuera suspendido el derecho a percibir su cuota, el importe de ésta acrecerá por partes iguales a las de los demás copartícipes mientras dure la suspensión.

Artículo 56

Para conceder las pensiones, se tendrá en cuenta el orden siguiente:

a) La viuda o al viudo incapacitado, en concurrencia con los hijos;

b) los hijos solamente;

c) la viuda o el viudo incapacitado, en concurrencia con los padres y siempre que éstos hubieran estado a cargo del causante;

d) los padres, en concurrencia con las hermanas del causante -solteras o viudas- y hermanos menores de edad o mayores incapacitados, cuando carecieran de lo necesario para su sustentación.

Artículo 57

El derecho a pensión se pierde:

a) Para los hijos y hermanos menores al cumplir dieciocho años de edad;

b) para las hijas al contraer matrimonio;

c) cuando el causahabiente se hallare en algunas de las situaciones que, de haberse producido siendo el titular heredero del funcionario o del jubilado, daría lugar a su desheredación o a la declaración de indignidad para sucederle de acuerdo con lo establecido por la legislación civil del Uruguay;

d) para las viudas, al contraer nuevo matrimonio;

e) para los padres, al adquirir recursos suficientes para su sustentación;

f) para las hermanas, al casarse o adquirir recursos suficientes para su sustentación;

g) para los hermanos varones mayores incapacitados, al adquirir recursos suficientes para su sustentación.

Artículo 58

En caso de fallecimiento de un afiliado, la Caja entregará por una sola vez a los causahabientes, excluidas las divorciadas:

a) Cuando se trate de empleados y jornaleros que no hayan prestado

diez años de servicios, el importe de tantos meses del último sueldo o de la suma de los últimos veinticinco jornales, como años de servicios reconocidos tengan aquéllos;

b) cuando se trate de jubilados o de empleados o de jornaleros con más de diez años de servicio, ese subsidio se fijará en el importe de seis meses del sueldo de jubilación o del último sueldo de actividad, o de seis veces la suma de los últimos veinticinco jornales, respectivamente.

Artículo 59

En caso de que al fallecer un afiliado activo o jubilado no existiera causahabiente alguno en las condiciones legales, la Caja contratará el servicio fúnebre y sufragará los demás gastos que, a juicio de la Caja, hubiere demandado la última enfermedad, con cargo al subsidio que hubiera correspondido a los causahabientes.

Artículo 60

1. La Caja de Jubilaciones y Pensiones del personal de la Oficina Internacional de la Unión Postal de las Américas y España será organizada y dirigida por un Consejo de Administración integrado por tres Administraciones de Países miembros del Consejo Consultivo y Ejecutivo, por la Autoridad de alta inspección de la Oficina Internacional y por el Director General de la Oficina Internacional.

2. La administración y la representación legal de la Caja será ejercida por el Director General de la Oficina Internacional.

Artículo 61

1. Los funcionarios permanentes de la Oficina Internacional quedarán obligatoriamente comprendidos en la Caja de Jubilaciones y Pensiones para el personal de la Oficina Internacional y tendrán derecho a los beneficios que se estipulan en este Reglamento.

2. Los funcionarios no uruguayos y que en el momento de ingresar a la Oficina Internacional estuvieren domiciliados fuera del Uruguay aun si fueran contratados o con funciones a término, estarán también comprendidos en la Caja de Jubilaciones y Pensiones y tendrán derecho a los beneficios consiguientes.

Artículo 62

El fondo de reserva de la Caja será integrado:

a) Con el dinero existente en el fondo de reserva;

b) con un treinta y cuatro por ciento de los sueldos, asignaciones familiares, gratificaciones por antigüedad y cualquier otra remuneración que se pague a los empleados permanentes,o, en su caso, para los contratados o con funciones a término, de la Oficina Internacional. A tal efecto, deberá incluirse tal cantidad en el presupuesto de gastos de la Oficina Internacional y adelantarse por el Gobierno de la República Oriental del Uruguay, depositándola el 1° de enero de cada año en el Banco de la República Oriental del Uruguay;

c) con el dinero que se descuente de los sueldos del personal de la Oficina Internacional como sanción disciplinaria;

d) con los ahorros que se efectúen en el presupuesto al quedar un cargo vacante y durante el lapso que no se cubra la vacante;

e) con los intereses del dinero y con las rentas de los bienes de propiedad de la Caja;

f) con los aportes de las Administraciones de Países miembros de la Unión, que, eventualmente dispongan los Congresos cuando dicho fondo de reserva sea insuficiente y de acuerdo con las necesidades del mismo.

Artículo 63

1. Los fondos y recursos creados para el fondo de reserva estarán afectados exclusivamente al servicio de las pasividades que debe atender. En ningún caso se podrá autorizar la inversión de dichos fondos para fines distintos de los que establece este Reglamento.

2. Los fondos deberán ser colocados en inversiones productivas y fundamentalmente en créditos con garantía hipotecaria.

3. Podrán concederse créditos a los funcionarios y afiliados a la Caja, con las garantías, intereses y condiciones que establezca el Consejo de Administración, siendo facultad del Director General de la Oficina Internacional su otorgamiento.

4. Asimismo, la Caja podrá prestar su garantía para el arrendamiento de la casa habitación del funcionario o afiliado a la Caja.

CAPITULO VIII

COMPENSACION POR RETIRO

Artículo 64

1. Los afiliados a la Caja de la Oficina Internacional que adquieran derecho a la jubilación, tendrán derecho a una compensación por re

tiro al acogerse a la misma.

2. La compensación por retiro consistirá en tres veces el promedio mensual del sueldo o jornal del último año de actividad en caso que el funcionario haya totalizado treinta años de servicios; seis veces en caso que haya totalizado treinta y seis años de servicios y nueve veces en caso que haya totalizado cuarenta años de servicios.

Artículo 65

En los casos de fallecimiento en actividad o jubilación por incapacidad, a los efectos de la compensación, se tomarán tres años por cada dos años de servicios efectivos, y si el fallecimiento o incapacidad se debiera a actos directos del servicio, treinta años.

Artículo 66

1. Cuando el afiliado compute, a los efectos de esta compensación, servicios amparados por leyes de otras Cajas que tengan establecido fondo de retiro o beneficio análogo, dichas Cajas deberán traspasar los aportes que por ese concepto y con relación al afiliado, hubieran percibido, más los intereses capitalizados.

2. Al liquidarse la compensación por retiro, no se tomarán en cuenta los servicios computados por el afiliado por los que hubiera recibido un beneficio igual o similar al que se establece por este Reglamento.

Artículo 67

1. Cuando fallezca un afiliado activo que tuviera derecho a compensación por retiro de acuerdo al artículo 64, se abonará una compensación equivalente a la compensación por retiro, a favor de sus causahabientes con derecho a pensión.

2. La partición del monto de esta compensación se hará de acuerdo con las normas establecidas para la división de la pensión a otorgarse.

3. Las compensaciones de retiro, así como las que correspondan a los derechohabientes de los afiliados en caso de fallecimiento, son inembargables, incedibles y no están sujetas a gravamen o impuesto alguno.

Artículo 68

A los efectos de financiar este beneficio, en el presupuesto de

gastos ordinarios de la Oficina Internacional, se incluirá un 1% de los sueldos y jornales del personal de la misma.

CAPITULO IX

MODIFICACIONES

Artículo 69

CONDICIONES PARA LA APROBACIÓN DE LAS PROPOSICIONES RELATIVAS AL REGLAMENTO DE LA OFICINA INTERNACIONAL

1. Para que tengan validez las proposiciones sometidas al Congreso, relativas al presente Reglamento, deberán ser aprobadas por la mayoría de los Países miembros representados en el Congreso. Los dos tercios de los Países miembros de la Unión deberán estar presentes en la votación.

2. Para su modificación en el intervalo de los Congresos es de aplicación el procedimiento establecido en el Reglamento General de la Unión Postal Universal. Para que las disposiciones tengan fuerza ejecutiva deberán obtener:

a) la unanimidad de votos emitidos si se trata de la modificación de las disposiciones de los artículos 24, 25 y 34;

b) los dos tercios de los votos emitidos si se trata de modificaciones distintas a las indicadas en el inciso a).

En fe de lo cual los Representantes Plenipotenciarios de los Gobiernos de los Países miembros han firmado el presente Reglamento en la ciudad de Lima, capital de Perú, a los dieciocho días del mes de marzo del año mil novecientos setenta y seis.

POR ARGENTINA

Brigadier Mayor Arturo PONS BEDOYA

POR BOLIVIA

Señor Edgar Prudencio VELASCO

POR CANADA

Señor John E. UBERIG

Señor Ferdinand PAGEAU

Señor David G. BULLOCK

Señor R. Murray CHURCH

POR COLOMBIA

Ingeniero Iván RATKOVICH CARDENAS

Señor Jaime CABRERA SARMIENTO

Señor Alfonso SALAZAR PAEZ

POR COSTA RICA

Licenciado Francisco HERNANDEZ BRENES

POR CUBA

Doctor Luis SOLA VILA

POR CHILE

General de División (R) E.CH.
Galvarino MANDUJANO LOPEZ

Señor José NOVOA BERRUETA

POR ECUADOR

Señor Enrique MORA VAZQUEZ

POR EL SALVADOR

Teniente Coronel e Ingeniero
Tito Livio GUILLEN

Señor Juan Ramón HIDALGO

POR ESPAÑA

Señor Joaquín SUMMERS HEVIA

Señor Sebastián MORO SERRANO

Señor Jaime ASCANDONI RIVERO

POR ESTADOS UNIDOS DE AMERICA

Señor H. Edgar S. STOCK

Señor Richard M. SANCHEZ

Señorita Irma HARRISON

Señor Michael J. REGAN

Señor Haven N. WEBB

POR ESTADOS UNIDOS MEXICANOS

Señor Darío RINCON ALVAREZ

POR GUATEMALA

Embajador Rafael AGUILAR SPINOLA

POR HAITI

POR NICARAGUA

General Florencio A. MENDOZA GUILLEN

Teniente J. Francisco MEJIA PEREIRA

Doctor Manuel CASTILLO JARQUIN

POR PANAMA

Licenciado Julio ESPINO B.

POR PARAGUAY

Embajador Doctor Manuel AVILA

POR PERU

Coronel E.P. Oscar LINARES NUREZ

Doctor Alberto GALVEZ CUELLAR

Licenciado Carlos F. ESPICHAN SALAZAR

Doctor Oscar VASQUEZ LAMA

Doctor Raúl GALVEZ CUELLAR

Señor Eduardo O. RUIZ ALCALDE

POR REPUBLICA DOMINICANA

Embajador Eduardo Antonio GARCIA VASQUEZ

POR REPUBLICA FEDERATIVA DEL BRASIL

Señor Adwaldo CARDOSO BOTTO DE BARROS

POR REPUBLICA DE HONDURAS

Señor Miguel TOSTA FIALLOS

Señor Noe SOLANO DAVILA

POR REPUBLICA DE VENEZUELA

Señor José Rafael RAMIREZ PLATA

POR URUGUAY

Coronel P.A.M. Arancibio D. AMADO

Señor Luis Alberto BENITEZ

REGLAMENTO DE LA OFICINA DE TRANSBORDOS DE LA UNION POSTAL DE LAS AMERICAS Y ESPAÑA

I N D I C E

GENERALIDADES

Artículos 1 y 2

PERSONAL

Artículos 3, 4, 5, 6, 7, 8, 9 y 10

DISPONIBILIDADES

Artículo 11

INFORMACION

Artículo 12

MODIFICACIONES

Artículo 13

REGLAMENTO DE LA OFICINA DE TRANSBORDOS DE LA UNION POSTAL DE LAS AMERICAS Y ESPAÑA

GENERALIDADES

Artículo 1

La Oficina de Transbordos funcionará y ejecutará sus tareas de acuerdo con lo establecido en la Constitución, el Reglamento General, el Convenio y su Reglamento de Ejecución.

Artículo 2

A la Dirección General de Correos y Telecomunicaciones de Panamá y a la Oficina Internacional de la Unión Postal de las Américas y España, en su carácter de autoridades de alta vigilancia de la Oficina de Transbordos, les compete:

a) Formular las observaciones que estimen procedentes, al Jefe de la Oficina de Transbordos sobre cualquier aspecto del funcionamiento de la misma;

b) poner en conocimiento de los Países miembros usuarios en el caso de que las observaciones formuladas de acuerdo con el inciso a) no fueren tenidas en cuenta por el Jefe de la Oficina de Transbordos;

c) conceder licencias al Jefe de la Oficina de Transbordos cuando éste lo solicite y sea justificado;

d) aprobar o improbar la jubilación del personal de la Oficina de Transbordos;

e) efectuar conjuntamente la destitución de los funcionarios de la Oficina de Transbordos siempre y cuando concurra alguna de las causales que establece el artículo 10 del Reglamento de la Oficina de Transbordos. De no haber acuerdo, actuarán según lo dispuesto en el inciso g) de este mismo artículo;

f) resolver en definitiva las reclamaciones del personal de la Oficina de Transbordos con respecto a las resoluciones de la jefatura de la misma;

g) en caso de que surja algún problema relativo a la Oficina de Transbordos, sus funcionarios o sus servicios en que tengan que intervenir la Dirección General de Correos y Telecomunicaciones de Panamá y la Oficina Internacional de la Unión como autoridades de alta vigilancia y no se pongan de acuerdo,

el problema será arbitrado por el Consejo Consultivo y Ejecutivo de la Unión o por el Congreso si éste se reúne primero que el Consejo.

PERSONAL

Artículo 3

1. El personal de la Oficina de Transbordos será el siguiente y percibirá la remuneración que en cada caso se indica:

- Un Jefe de la Oficina de Transbordos, con la asignación mensual de 2.448,78 francos oro;
- un Primer Ayudante de Transbordos con la asignación mensual de 2.098,95 francos oro;
- un Secretario, con la asignación mensual de 2.028,99 francos oro;
- un Segundo Ayudante de Transbordos, con la asignación mensual de 1.679,16 francos oro;
- un Conserje-mensajero con la asignación mensual de 699,65 francos oro.

2. Los sueldos fijados en el párrafo 1 serán actualizados anualmente en la misma proporción del promedio del alza del costo de vida en Panamá, durante el período considerado, de acuerdo con el índice de precios publicado por la Dirección General de Estadística y Censo de Panamá.

3. La actualización será resuelta en forma conjunta por la Dirección General de Correos y Telecomunicaciones de Panamá y la Oficina Internacional de la Unión en su carácter de autoridades de vigilancia y fiscalización de la Oficina de Transbordos.

Artículo 4

El Jefe de la Oficina de Transbordos tendrá a su cargo las siguientes obligaciones:

a) La organización y la dirección de la labor confiada a la Oficina de Transbordos y cada una de las operaciones de recepción, entrega y reencaminamiento de los despachos consignados a la misma;

b) la formación detallada de las estadísticas del movimiento de despachos en tránsito;

c) la formación de las cuentas trimestrales para cada país, de conformidad con lo dispuesto en el Reglamento General;

d) la presentación a la Dirección General de Correos y Telecomunicaciones de Panamá y a la Oficina Internacional de la Unión Postal de las Américas y España, de un estado trimestral con indicación de las cuotas contributivas que cada una de las Administraciones que hayan utilizado los servicios de la Oficina de Transbordos deban reintegrar por concepto de gastos de sostenimiento de la misma;

e) tener a su cargo la vigilancia directa de las tareas del personal de la Oficina de Transbordos, al cual impartirá las instrucciones correspondientes para el debido cumplimiento de sus obligaciones;

f) imponer, conjuntamente con la Dirección General de Correos y Telecomunicaciones de Panamá, sanciones al personal de la Oficina de Transbordos que no cumpla con sus obligaciones;

g) organizar el legajo o foja de servicios de cada empleado y ordenar las anotaciones del mismo previa vista del interesado;

h) autorizar los pagos de la Oficina de Transbordos y fijar los viáticos para la movilización del personal de la misma por motivo de servicios;

i) comunicar a la Dirección General de Correos y Telecomunicaciones de Panamá la solicitud de sus vacaciones para su decisión;

j) someter el expediente de jubilación del personal de la Oficina de Transbordos a las dos Autoridades de alta inspección para su decisión;

k) arbitrar todas las medidas conducentes a la buena marcha de la Oficina de Transbordos.

Artículo 5

El Primer Ayudante de Transbordos será el subrogante legal del Jefe de la Oficina de Transbordos y lo reemplazará en las ausencias temporales con sus mismas atribuciones.

Artículo 6

1. Los empleados de la Oficina de Transbordos tendrán derecho a vacaciones y licencias por enfermedad comprobada, con goce de haber, por el tiempo y con las modalidades que señale la legislación de la República de Panamá para sus empleados de Correos.

2. Los empleados de la Oficina de Transbordos tienen derecho hasta treinta días de licencia sin goce de haber durante el año fiscal, concedida por la autoridad competente.

3. El Director General de Correos y Telecomunicaciones de Panamá autorizará las vacaciones y las licencias del Jefe de la Oficina de Transbordos, y éste las de los otros empleados de ella. Los mismos funcionarios tienen competencia para aplicar las disposiciones de los párrafos 2 y 4 de este artículo.

4. Las faltas de asistencia injustificadas serán sancionadas con la pérdida de una treintava parte del haber mensual del empleado por cada día de inasistencia; y si ésta se prolonga por más de diez días consecutivos, ocasionará la vacancia del cargo dictada por la autoridad competente.

Artículo 7

1. Los empleados que no cumplan con los deberes de su cargo ya sea intencionalmente, ya sea por negligencia o imprudencia, e incurran en falta o delito, estarán sujetos a sanciones disciplinarias de acuerdo con el grado de la misma.

2. Las sanciones disciplinarias serán:

a) Amonestación verbal;

b) amonestación por escrito;

c) suspensión de empleo y sueldo por tiempo determinado y no mayor de 30 días;

d) destitución.

3. El producto de los descuentos a que se refiere el inciso c) del párrafo 2, ingresarán al fondo de jubilación de la Oficina de Transbordos.

Artículo 8

Las sanciones disciplinarias deberán imponerse por resolución motivada, luego de haberse dado vista al empleado inculpado, debiendo asignarse el derecho a la defensa.

Artículo 9

Los empleados de la Oficina de Transbordos tendrán como obligaciones las que fije el Jefe de la misma.

Artículo 10

El personal de la Oficina de Transbordos será designado según lo

establecido en el artículo 131 del Reglamento General y no podrá ser destituido sino por mala conducta comprobada, deficiencia notoria en el servicio o en virtud de pena impuesta por sentencia judicial.

DISPONIBILIDADES

Artículo 11

Al anticipar, la Administración postal de Panamá, conforme al artículo 133, del Reglamento General, las cantidades necesarias para el servicio de la Oficina de Transbordos, verificará por mensualidades vencidas el pago de los sueldos del personal designado y suministrará al Jefe de la Oficina de Transbordos, los anticipos que éste solicite para cubrir los gastos de alquiler de local, así como los de movilización del personal de la misma y el de peones, transporte, fletes,etc., de los despachos en tránsito. Estos anticipos serán legalizados por el Jefe de la Oficina de Transbordos, mensualmente, previa presentación de los comprobantes que acrediten los gastos verificados.

INFORMACION

Artículo 12

La Oficina Internacional de la Unión, comunicará anualmente a las Administraciones interesadas los datos estadísticos que le suministre la Oficina de Transbordos, relativos al movimiento de esta Oficina,así como los informes de interés general suministrados por la misma.

MODIFICACIONES

Artículo 13

PROPOSICIONES PARA LA MODIFICACION DEL REGLAMENTO DE LA OFICINA DE TRANSBORDOS

1. Para tener validez, las proposiciones sometidas al Congreso y relativas al presente Reglamento, deberán ser aprobadas por la mayoría de los Países miembros representados en el Congreso. Los dos tercios de los Países miembros de la Unión deberán estar presentes en la votación.

2. Para tener fuerza ejecutiva, las proposiciones presentadas en el intervalo de los Congresos deberán ser aprobadas:

a) Por unanimidad, si se trata de la modificación del artículo 3;

b) por los dos tercios de los Países miembros, si se trata de modificaciones distintas a las indicadas en el inciso a).

En fe de lo cual, los Representantes Plenipotenciarios de los Gobiernos de los Países miembros, han firmado el presente Reglamento en la ciudad de Lima, capital de Perú, a los dieciocho días del mes de marzo del año mil novecientos setenta y seis.

POR ARGENTINA

Brigadier Mayor Arturo PONS BEDOYA

POR BOLIVIA

Señor Edgar Prudencio VELASCO

POR CANADA

Señor John E. UBERIG

Señor Ferdinand PAGEAU

Señor David G. BULLOCK

Señor R. Murray CHURCH

POR COLOMBIA

Ingeniero Iván RATKOVICH CARDENAS

Señor Jaime CABRERA SARMIENTO

Señor Alfonso SALAZAR PAEZ

POR COSTA RICA

Licenciado Francisco HERNANDEZ BRENES

POR CUBA

Doctor Luis SOLA VILA

POR CHILE

General de División (R) E.CH.
Galvarino MANDUJANO LOPEZ

Señor José NOVOA BERROETA

POR ECUADOR

Señor Enrique MORA VAZQUEZ

POR EL SALVADOR

Teniente Coronel e Ingeniero
Tito Livio GUILLEN

Señor Juan Ramón HIDALGO

POR ESPAÑA

Señor Joaquín SUMMERS HEYIA

Señor Sebastián MORO SERRANO

Señor Jaime ASCANDONI RIVERO

POR ESTADOS UNIDOS DE AMERICA

Señor H. Edgar S. STOCK

Señor Richard M. SANCHEZ

Señorita Irma HARRISON

Señor Michael J. REGAN

Señor Haven N. WEBB

POR ESTADOS UNIDOS MEXICANOS

Señor Darío RINCON ALVAREZ

POR GUATEMALA

Embajador Rafael AGUILAR SPINDLA

POR HAITI

POR NICARAGUA

General Florencio A. MENDOZA GUILLEN

Teniente J. Francisco MEJIA PEREIRA

Doctor Manuel CASTILLO JARQUIN

POR PANAMA

Licenciado Julio ESPINO B.

POR PARAGUAY

Embajador Doctor Manuel AVILA

POR PERU

Coronel E.P. Oscar LINARES NUREZ

Doctor Alberto GALVEZ CUELLAR

Licenciado Carlos F. ESPICHAN SALAZAR

Doctor Oscar VASQUEZ LAMA

Doctor Raúl GALVEZ CUELLAR

Señor Eduardo O. RUIZ ALCALDE

POR REPUBLICA DOMINICANA

Embajador Eduardo Antonio GARCIA VASQUEZ

POR REPUBLICA FEDERATIVA DEL BRASIL

Señor Adwaldo CARDOSO BOTTO DE BARROS

POR REPUBLICA DE HONDURAS

Señor Miguel TOSTA FIALLOS

Señor Noe SOLANO DAVILA

POR REPUBLICA DE VENEZUELA

Señor José Rafael RAMIREZ PLATA

POR URUGUAY

Coronel P.A.M. Arancibio D. AMADO

Señor Luis Alberto BENITEZ

CONVENIO DE LA UNION POSTAL DE LAS AMERICAS Y ESPAÑA

I N D I C E

PREAMBULO

TITULO I

DISPOSICIONES DE ORDEN GENERAL

CAPITULO I

REGLAS RELATIVAS A LOS SERVICIOS POSTALES INTERNACIONALES

Art.
1. Libertad de tránsito
2. Inobservancia de la libertad de tránsito
3. Cooperación para el transporte de la correspondencia en tránsito
4. Transbordos en Panamá
5. Tasas y derechos
6. Atribución de las tasas
7. Gastos terminales
8. Formularios

TITULO II

DISPOSICIONES RELATIVAS A LOS ENVIOS DE CORRESPONDENCIA

CAPITULO I

DISPOSICIONES GENERALES

9. Envíos de correspondencia
10. Obligatoriedad del servicio
11. Valijas diplomáticas
12. Tarifas
13. Correspondencia escolar
14. Franquicias
15. Peso y dimensiones
16. Devolución de los envíos no entregados
17. Tasa de certificación
18. Indemnizaciones

CAPITULO II

TRANSPORTE AEREO DE LOS ENVIOS POSTALES

Art.
19. Unidad de peso
20. Tratamiento preferente por eventualidades

TITULO III

DISPOSICIONES FINALES

CAPITULO I

21. Condiciones de aprobación de las disposiciones relativas al Convenio y a su Reglamento de Ejecución.
22. Vigencia y duración del Convenio

Protocolo Final del Convenio

CONVENIO DE LA UNION POSTAL DE LAS AMERICAS Y ESPAÑA

Los abajo firmantes, Representantes Plenipotenciarios de los Gobiernos de los Países miembros de la Unión, reunidos en Congreso en Lima, capital de Perú, visto el artículo 21, párrafo 3, de la Constitución de la Unión Postal de las Américas y España, concluida en la ciudad de Santiago, capital de la República de Chile, el veintiséis de noviembre de mil novecientos setenta y uno, han adoptado, de común acuerdo, en el presente Convenio, las reglas esenciales comunes aplicables al servicio postal internacional en el ámbito de la Unión y las disposiciones relativas a los servicios de correspondencia.

TITULO I

DISPOSICIONES DE ORDEN GENERAL

CAPITULO I

REGLAS RELATIVAS A LOS SERVICIOS POSTALES INTERNACIONALES

Artículo 1 - Libertad de tránsito

La libertad de tránsito enunciada en el artículo 1 de la Constitución, entraña para cada país la obligación de cursar los envíos de los demás Países miembros por las vías y conductos más rápidos utilizables para sus propios envíos, con los alcances y limitaciones establecidos en el Convenio de la Unión Postal Universal.

Artículo 2 - Inobservancia de la libertad de tránsito

Cuando un País miembro no observe las disposiciones del artículo 1, concerniente a la libertad de tránsito, las Administraciones de los demás Países miembros estarán en el derecho de suprimir el servicio postal con ese país; en todo caso, deberán dar previamente aviso por telegrama a las Administraciones interesadas y poner el hecho en conocimiento de la Oficina Internacional de la Unión, para que ésta actúe como intermediaria a los efectos de regularizar la situación.

Artículo 3 - Cooperación para el transporte de la correspondencia en tránsito

Las Administraciones de los Países miembros estarán obligadas a prestarse, entre sí, previa solicitud, la cooperación que necesiten sus empleados o encargados de transportar la correspondencia en tránsito por tales países.

Artículo 4 - Transbordos en Panamá

1. Todos los despachos cerrados de los Países miembros que deban ser transbordados en el Istmo de Panamá serán manejados por la Oficina de Transbordos, utilizando las vías más rápidas disponibles conforme a las normas de la Unión Postal Universal, con excepción de los despachos provenientes de las Administraciones que tengan servicios propios, de acuerdo con convenios bilaterales firmados con la República de Panamá.

2. La Oficina de Transbordos proporcionará a las Administraciones postales usuarias, directamente y por vía aérea, información actualizada de las vías de encaminamiento, con indicación de los medios con que cuenta para realizar el reencaminamiento de los despachos cerrados que le son confiados, para tal objeto, por dichas Administraciones.

Artículo 5 - Tasas y derechos

Las tasas y derechos previstos en el Convenio y en los Acuerdos de la Unión, serán los únicos que podrán percibirse en el ámbito de la misma por los diferentes servicios postales internacionales.

Artículo 6 - Atribución de las tasas

Salvo los casos expresamente previstos por el Convenio y los Acuerdos, cada Administración guardará para sí por entero las tasas que hubiere percibido.

Artículo 7 - Gastos terminales

La Administración postal que reciba de otra Administración miembro de la Unión, en sus canjes por las vías aéreas y de superficie una cantidad mayor de envíos de correspondencia que la que expida con destino a ella, tendrá derecho a percibir de esa Administración, a título de compensación, la remuneración que señala el Convenio de la Unión Postal Universal, bajo las condiciones que en él se establecen.

Artículo 8 - Formularios

Será obligatorio el uso de los distintos formularios establecidos en las Actas de la Unión, y en los demás casos, los que rigen en el orden de la Unión Postal Universal, salvo que las Administraciones interesadas hayan celebrado acuerdos sobre el particular.

TITULO II

DISPOSICIONES RELATIVAS A LOS ENVIOS DE CORRESPONDENCIA

CAPITULO I

DISPOSICIONES GENERALES

Artículo 9 - Envíos de correspondencia

Son envíos de correspondencia:

a) Las cartas;

b) tarjetas postales;

c) impresos;

d) cecogramas;

e) pequeños paquetes.

Artículo 10 - Obligatoriedad del servicio

1. Es obligatoria la admisión, transmisión y recepción de los envíos de correspondencia, siempre que se cumplan las condiciones generales de aceptación.

2. El intercambio de pequeños paquetes de peso superior a los 500 gramos quedará limitado a los países que convengan en realizarlo, ya sea en sus relaciones recíprocas o en una sola dirección.

Artículo 11 - Valijas diplomáticas

1. En el ámbito de la Unión los Países miembros aceptarán de las embajadas y legaciones valijas diplomáticas, previo el pago de las tasas previstas en el artículo 12.

2. Las valijas diplomáticas no podrán pesar más de 20 kilogramos, ni exceder de los siguientes límites de dimensiones: largo, ancho y al

to, sumados, 140 centímetros, sin que la dimensión mayor exceda de 60 centímetros.

3. Las valijas diplomáticas estarán provistas de cerraduras, candados u otros medios de seguridad apropiados.

4. Estas valijas serán depositadas en la Oficina de correos, en carácter de certificadas.

5. Las valijas diplomáticas serán preferentemente de color verde oscuro, para facilitar su correcto y rápido manejo.

Artículo 12 - Tarifas

1. Las tasas postales aplicables a los envíos de correspondencia por vía de superficie, serán las establecidas en el régimen de la Unión Postal Universal, rebajadas opcionalmente hasta un 15%.

2. El curso de los envíos de correspondencia por vía aérea, en todo o en parte de su recorrido, podrá dar lugar a la percepción de las sobretasas que correspondan o de las tasas aéreas combinadas.

3. Salvo que existan acuerdos bilaterales para su intercambio con franquicia de porte, las valijas diplomáticas por vía de superficie se franquearán con la tarifa de impresos.

4. Las valijas diplomáticas podrán cursarse por avión previo abono en todo caso de las sobretasas correspondientes a los impresos.

Artículo 13 - Correspondencia escolar

1. Los envíos de correspondencia intercambiados entre los alumnos de las escuelas, aún cuando tengan el carácter de correspondencia actual y personal, podrán admitirse con la tarifa de impresos, a condición de que usen como intermediarios a los directores de las escuelas interesadas.

2. Las lecciones que remitan las escuelas por correspondencia a sus alumnos y las pruebas escritas que éstos remitan a su escuela podrán admitirse también con la tasa de impresos.

3. Previo acuerdo entre las Administraciones interesadas, podrán acompañarse a los envíos con lecciones que remitan a sus alumnos los elementos necesarios para el cumplimiento eficaz de los cursos en cantidades mínimas indispensables para ese fin y siempre que no se desnaturalice la clase y categoría del envío.

Artículo 14 - Franquicias

En el ámbito de la Unión serán de aplicación las franquicias postales establecidas en las Actas de la Unión Postal Universal.

Artículo 15 - Peso y dimensiones

Los límites de peso y las dimensiones de los envíos de correspondencia se ajustarán a lo preceptuado en el Convenio de la Unión Postal Universal, con excepción de los impresos cuyo peso máximo puede ser fijado en 10 kilogramos. Podrán aceptarse impresos de un peso mayor siempre que haya un acuerdo previo entre las Administraciones.

Artículo 16 - Devolución de los envíos no entregados

Los envíos no entregados a los destinatarios por cualquier circunstancia y que deban ser devueltos a origen, quedarán exentos del pago de las tasas postales, y facultativamente, de los derechos de aduana. Sin embargo, las Administraciones que cobran un recargo por la devolución de envíos en su servicio interno, estarán autorizadas a cobrar el mismo recargo por el correo internacional que le sea devuelto.

Artículo 17 - Tasa de certificación

Los envíos a que se refiere el artículo 9 podrán ser expedidos con el carácter de certificados, mediante el pago de una tasa igual a la establecida por la Unión Postal Universal.

Artículo 18 - Indemnizaciones

1. En caso de responsabilidad de las Administraciones por la pérdida de un envío certificado, el remitente, o por delegación de ésto, el destinatario, tendrá derecho a una indemnización igual a la establecida en el Convenio de la Unión Postal Universal, pudiendo no obstante reclamar una indemnización menor.

2. Cuando una Administración establezca su propia responsabilidad en la pérdida de un envío certificado, deberá dirigirse a la Administración reclamante, autorizando el correspondiente pago, lo más pronto posible y a más tardar dentro de un plazo no mayor a cinco meses a partir de la fecha de la reclamación.

CAPITULO II

TRANSPORTE AEREO DE LOS ENVIOS POSTALES

Artículo 19 - Unidad de peso

1. Para la aplicación de las sobretasas aéreas o de las tasas combinadas, se fija como unidad de peso para la correspondencia aérea, la de cinco gramos o múltiplos de cinco gramos.

2. Sin embargo, los Países miembros que no tengan establecido el sistema métrico decimal podrán adoptar su equivalencia conforme al sistema de pesos que tengan en vigor en su servicio postal interno.

Artículo 20 - Tratamiento preferente por eventualidades

1. La correspondencia del servicio aéreo internacional recibirá tratamiento preferente en su curso en el país de destino, cuando por circunstancias eventuales o de fuerza mayor no pueda conducirse en dicho país en los aviones por los que normalmente debiera ser remitida.

2. Cuando por fuerza mayor los aviones no puedan aterrizar en el país de destino, los despachos de cualquier origen que conduzcan serán desembarcados en uno de los países inmediatos que ofrezcan más garantías para su curso, por las vías más rápidas que éste tenga disponibles.

TITULO III

DISPOSICIONES FINALES

CAPITULO I

Artículo 21 - Condiciones de aprobación de las disposiciones relativas al Convenio y a su Reglamento de Ejecución

1. Para ser aprobadas las proposiciones sometidas al Congreso y relativas al presente Convenio y a su Reglamento, será necesario el voto afirmativo de la mayoría de los Países miembros, presentes y votantes. La mitad de los Países miembros de la Unión representados en el Congreso, deberán estar presentes en la votación.

2. Para su modificación en el intervalo de los Congresos es de aplicación el procedimiento establecido en el Reglamento General de la Unión Postal Universal. Para que las disposiciones tengan fuerza ejecutiva deberán obtener:

a) Unanimidad de votos si se tratare de modificaciones de los artículos 1, 2, 4, 5, 6, 9, 10, 12, 14, 15, 17, 18, 21 y 22 del Convenio y de todos los artículos de su Protocolo final;

b) dos tercios de los votos emitidos si se trata de la modificación de fondo de disposiciones del Convenio y de su Reglamento de Ejecución, distintas de las mencionadas en el apartado a);

c) mayoría de los votos emitidos si se trata:

1° De modificaciones de orden redaccional de las disposiciones del Convenio y de su Reglamento, distintas de las mencionadas en el apartado a);

2° de interpretación de las disposiciones del Convenio, del Protocolo final y de su Reglamento, salvo el caso de disentimiento que haya de someterse al arbitraje previsto en el artículo 31 de la Constitución.

Artículo 22 - Vigencia y duración del Convenio

El presente Convenio entrará en vigor el primer día del mes de octubre del año mil novecientos setenta y seis y permanecerá vigente hasta la puesta en ejecución de las Actas del próximo Congreso.

En fe de lo cual, los Representantes Plenipotenciarios de los Gobiernos de los Países miembros han firmado el presente Convenio en la ciudad de Lima, capital de Perú, a los dieciocho días del mes de marzo del año mil novecientos setenta y seis.

POR ARGENTINA

Brigadier Mayor Arturo PONS BEODYA

POR BOLIVIA

Señor Edgar Prudencio VELASCO

POR CANADA

Señor John E. UBERIG

Señor Ferdinand PAGEAU

Señor David G. BULLOCK

Señor R. Murray CHURCH

POR COLOMBIA

Ingeniero Iván RATKOVICH CARDENAS

Señor Jaime CABRERA SARMIENTO

Señor Alfonso SALAZAR PAEZ

POR COSTA RICA

Licenciado Francisco HERNANDEZ BRENES

POR CUBA

Doctor Luis SOLA VILA

POR CHILE

General de División (R) E.CH.
Galvarino MANDUJANO LOPEZ

Señor José MOYOA BERROETA

POR ECUADOR

Señor Enrique MORA VAZQUEZ

POR EL SALVADOR

Teniente Coronel e Ingeniero
Tito Livio GUILLEN

Señor Juan Ramón HIDALGO

POR ESPAÑA

Señor Joaquín SUMMERS HEVIA

Señor Sebastián MORO SERRANO

Señor Jaime ASCANDONI RIVERO

POR ESTADOS UNIDOS DE AMERICA

Señor H. Edgar S. STOCK

Señor Richard M. SANCHEZ

Señorita Irma HARRISON

Señor Michael J. REGAN

Señor Haven N. WEBB

POR ESTADOS UNIDOS MEXICANOS

Señor Darío RINCON ALVAREZ

POR GUATEMALA

Embajador Rafael AGUILAR SPINOLA

POR HAITI

POR NICARAGUA

General Florencio A. MENDOZA GUILLEN

Teniente J. Francisco MEJIA PEREIRA

Doctor Manuel CASTILLO JARQUIN

POR PANAMA

Licenciado Julio ESPINO B.

POR PARAGUAY

Embajador Doctor Manuel AVILA

POR PERU

Coronel E.P. Oscar LINARES NUÑEZ

Doctor Alberto GALVEZ CUELLAR

Licenciado Carlos F. ESPICHAN SALAZAR

Doctor Oscar VASQUEZ LAMA

Doctor Raúl GALVEZ CUELLAR

Señor Eduardo O. RUIZ ALCALDE

POR REPUBLICA DOMINICANA

Embajador Eduardo Antonio GARCIA VASQUEZ

POR REPUBLICA FEDERATIVA DEL BRASIL

Señor Adwaldo CARDOSO BOTTO DE BARROS

POR REPUBLICA DE HONDURAS

Señor Miguel TOSTA FIALLOS

Señor Noe SOLANO DAVILA

POR REPUBLICA DE VENEZUELA

Señor José Rafael RAMIREZ PLATA

POR URUGUAY

Coronel P.A.M. Arancibio D. AMADO

Señor Luis Alberto BENITEZ

PROTOCOLO FINAL DEL CONVENIO

En el momento de firmar el Convenio concluido por el Undécimo Congreso de la Unión Postal de las Américas y España, los Representantes Plenipotenciarios que suscriben han convenido lo siguiente:

I

Ecuador no admitirá la modificación, cambio de dirección ni devolución de las siguientes categorías de envíos de correspondencia: impresos y pequeños paquetes, por disponerlo así las Leyes del País.

II

Argentina, Bolivia, Colombia, Costa Rica, Cuba, Chile, Ecuador, El Salvador, España, Estados Unidos Mexicanos, Guatemala, Nicaragua, Panamá, Paraguay, Perú, República Federativa del Brasil, República de Honduras, República de Venezuela y Uruguay hacen constar que de acuerdo con el principio general de reciprocidad, aplicarán las mismas medidas restrictivas o de excepción que establezcan otros Países miembros, bien en este Protocolo final o en el momento de la ratificación formal de las Actas.

III

Estados Unidos de América formula una reserva a los párrafos 3 y 4 del artículo 12 "Tarifas", ya que no puede cumplir con estas disposiciones debido a la política interna con respecto a las tarifas que se aplican a los envíos contenidos en valijas diplomáticas.

En fe de lo cual los Representantes Plenipotenciarios de los Gobiernos de los Países miembros han firmado el presente Protocolo final en la ciudad de Lima, capital de Perú, a los dieciocho días del mes de marzo del año mil novecientos setenta y seis.

FIRMAS:

Las mismas que figuran en las páginas 137 a 141.[1]

[1] Pages 566–570 herein. [Footnote added by the Department of State.]

REGLAMENTO DE EJECUCION DEL CONVENIO DE LA UNION POSTAL DE LAS AMERICAS Y ESPAÑA

I N D I C E

PREAMBULO

TITULO I

DISPOSICIONES GENERALES

CAPITULO I

ARREGLO DE CUENTAS

Art.
101. Compensación de cuentas y liquidación de saldos

CAPITULO II

DISPOSICIONES DIVERSAS

102. Direcciones telegráficas

TITULO II

DISPOSICIONES RELATIVAS A LOS ENVIOS DE CORRESPONDENCIA

CAPITULO I

CONTROL ADUANERO

103. Envíos sujetos a intervención aduanera

CAPITULO II

INTERCAMBIO DE CORRESPONDENCIA

104. Intercambio de despachos
105. Facturas C 18 y Boletines de verificación
106. Transmisión de las valijas diplomáticas
107. Sacas vacías.

CAPITULO III

DISPOSICIONES RELATIVAS A GASTOS TERMINALES

Art.
108. Determinación de los gastos terminales
109. Formulación de las cuentas de gastos terminales

TITULO III

DISPOSICIONES FINALES

CAPITULO I

110. Vigencia y duración del Reglamento

REGLAMENTO DE EJECUCION DEL CONVENIO DE LA UNION POSTAL DE LAS AMERICAS Y ESPAÑA

Los abajo firmantes, Representantes Plenipotenciarios de los Gobiernos de los Países miembros de la Unión, reunidos en Congreso en Lima, capital de Perú, visto el artículo 21, párrafo 3, de la Constitución de la Unión Postal de las Américas y España, concluida en la ciudad de Santiago, capital de la República de Chile, el veintiséis de noviembre de mil novecientos setenta y uno, han adoptado de común acuerdo y en representación de sus Administraciones, las siguientes reglas para asegurar la ejecución del Convenio Postal de las Américas y España.

TITULO I

DISPOSICIONES GENERALES

CAPITULO I

ARREGLO DE CUENTAS

Artículo 101 - Compensación de cuentas y liquidación de saldos

1. Sin perjuicio de las formas establecidas en la legislación postal universal, las Administraciones postales podrán cancelar por vía de compensación los saldos deudores y acreedores relativos a los distintos servicios, inclusive el de telecomunicaciones cuando éste dependa directa o indirectamente de ellas. Si así no fuere, para este último servicio deberá requerirse la previa conformidad de la Administración postal interesada.

2. En la oportunidad de disponerse un pago en cualesquiera de las formas establecidas, las Administraciones quedan obligadas a dar aviso de la cancelación que efectúan, suministrando la acreedora los informes relativos a la misma, debiendo esta última acusar recibo, y en el caso de compensación de saldos, la debida conformidad, dentro del más breve plazo posible.

3. Todas las cuentas formuladas entre las Administraciones podrán ser compensadas anualmente por la Oficina Internacional de la Unión, debiendo los saldos deudores ser liquidados tan pronto como sea posible, dentro del plazo de tres meses de la fecha en que el país interesado reciba el balance.

CAPITULO II

DISPOSICIONES DIVERSAS

Artículo 102 - Direcciones telegráficas

1. Las direcciones telegráficas para las comunicaciones de las Administraciones entre sí, serán las señaladas en el Reglamento de Ejecución del Convenio de la Unión Postal Universal.

2. La dirección telegráfica de la Oficina Internacional de la Unión es: "UPAE - MONTEVIDEO".

3. La dirección telegráfica de la Oficina de Transbordos es: "OTRANS - PANAMA".

4. La dirección telegráfica de las Escuelas técnico-postales de la Unión Postal de las Américas y España es: "ESUPAE" seguida de la indicación de la localidad de destino.

TITULO II

DISPOSICIONES RELATIVAS A LOS ENVIOS DE CORRESPONDENCIA

CAPITULO I

CONTROL ADUANERO

Artículo 103 - Envíos sujetos a intervención aduanera

1. Será obligatorio adherir en el anverso de los envíos de correspondencia, que vayan cerrados y sujetos a control aduanero, una etiqueta verde preferentemente engomada, conforme al modelo C-1, establecido en la legislación postal universal.

2. Para los envíos abiertos, excepto los pequeños paquetes, no será obligatorio el uso de la etiqueta C-1, sin que por ello queden exentos de la intervención de la aduana del país de destino.

3. Las Administraciones recomendarán a los remitentes que no omitan consignar el peso de los pequeños paquetes sobre la etiqueta verde C-1, a fin de que las Administraciones de destino que perciben una tasa de entrega por los que excedan de 500 gramos, puedan determinar fácilmente cuáles son estos envíos.

4. Si el valor del contenido declarado por el expedidor excediere del monto establecido en el Reglamento de Ejecución del Convenio de la Unión Postal Universal o si el expedidor lo prefiriese, los envíos con etiqueta verde irán, además acompañados de declaración de aduana, fórmula C 2/CP 3, en la cantidad exigida por cada Administración. En este caso sólo se adherirá al envío la parte superior de la etiqueta C-1.

CAPITULO II

INTERCAMBIO DE CORRESPONDENCIA

Artículo 104 - Intercambio de despachos

1. Las Administraciones de los Países miembros podrán expedirse recíprocamente, por mediación de una o varias de ellas, tanto despachos cerrados como correspondencia al descubierto, en las condiciones fijadas en la legislación postal universal.

2. Las etiquetas de las sacas ostentarán siempre la mención del número del despacho a que pertenezcan. Cuando éste se componga de varias sacas, se hará constar en la etiqueta de la saca que contenga la hoja de aviso, aun cuando ella sea negativa, la letra "F" en forma bien visible. Esa misma etiqueta deberá llevar el número del despacho y el total de las sacas que lo compongan.

Artículo 105 - Facturas C 18 y boletines de verificación

1. La oficina de destino de la factura C 18 hará constar sobre este documento la fecha de la recepción de la expedición, así como las sacas recibidas detallando los totales por cada clase de etiquetas.

2. Las notas de reparos suscritas en el momento de la recepción en las facturas C 18 deberán concretar con todo detalle los datos relativos a las sacas halladas en más o en menos (números del despacho y de la lista cuando se trate de certificados, origen y destino).

3. El texto de las notas de reparos ha de ser idéntico en todos los ejemplares de la factura que documente la expedición.

4. Inmediatamente después de recibir una expedición, un ejemplar de la factura diligenciada deberá ser devuelto por vía aérea a la Oficina que la expidió.

5. Cuando las sacas transportadas por vía marítima aparezcan rotas o con sus precintos violados, por la Oficina de desembarque se comprobará inmediatamente su contenido, haciendo saber por medio de acta el resultado del examen al Oficial del buque encargado del correo, así

como a la oficina de origen del despacho, a la de destino y a la de embarque.

Artículo 106 - Transmisión de las valijas diplomáticas

1. Las valijas diplomáticas serán cursadas por las mismas vías que utilice la Administración expedidora para el envío de su correspondencia a la Administración de destino.

2. La oficina de cambio expedidora anotará en la columna "Observaciones" de la lista especial de certificadas las palabras "Valija diplomática" y el número de éstas, si fueran varias.

3. Dicho envío será anunciado por medio de una nota consignada en la hoja de aviso del despacho que lo contenga.

4. A los efectos del cálculo de las remuneraciones del transporte por vía aérea, las valijas diplomáticas se considerarán como correspondencia de la clase AO.

Artículo 107 - Sacas vacías.

Las sacas utilizadas por las Administraciones para el envío de correspondencia se devolverán vacías, por las oficinas de cambio destinatarias, a la de origen en la forma prevista por la legislación postal universal. Sin embargo, las Administraciones podrán ponerse de acuerdo con el fin de utilizarlas para el envío de su propia correspondencia.

CAPITULO III

DISPOSICIONES RELATIVAS A GASTOS TERMINALES

Artículo 108 - Determinación de los gastos terminales

Los gastos terminales indicados en el artículo 7 del Convenio serán determinados sobre la base de las estadísticas previstas en las Actas de la Unión Postal Universal.

Artículo 109 - Formulación de las cuentas de gastos terminales

Para la formulación de las cuentas de gastos terminales, se adoptarán los procedimientos que rigen en el ámbito de la Unión Postal Universal.

TITULO III

DISPOSICIONES FINALES

CAPITULO I

Artículo 110 - Vigencia y duración del Reglamento

El presente Reglamento entrará en vigor en la misma fecha del Convenio y tendrá igual duración que éste.

En fe de lo cual, los Representantes Plenipotenciarios de los Gobiernos de los Países miembros han firmado el presente Reglamento en la ciudad de Lima, capital de Perú, a los dieciocho días del mes de marzo del año mil novecientos setenta y seis.

FIRMAS:

Las mismas que figuran en las páginas 137 a 141.[1]

[1] Pages 566–570 herein. [Footnote added by the Department of State.]

ACUERDO RELATIVO A ENCOMIENDAS POSTALES

INDICE

PREAMBULO

Art.

1. Objeto del Acuerdo
2. Categorías
3. Modalidades de curso y entrega
4. Prohibiciones
5. Peso y dimensiones
6. Tasas y derechos
7. Sobretasas aéreas
8. Franquicia postal
9. Anulación de saldos
10. Tasas por trámites de aduana, entrega y almacenaje. Derechos
11. Prohibición de otras tasas
12. Responsabilidad
13. Excepciones al principio de responsabilidad
14. Encomiendas no entregadas. Devolución
15. Encomiendas con doble consignación
16. Condiciones de aprobación de las proposiciones relativas al presente Acuerdo y a su Reglamento de Ejecución
17. Asuntos no previstos
18. Vigencia y duración del Acuerdo

PROTOCOLO FINAL DEL ACUERDO

ACUERDO RELATIVO A ENCOMIENDAS POSTALES

Los abajo firmantes, Representantes Plenipotenciarios de los Gobiernos de los Países miembros de la Unión, reunidos en Congreso en Lima, capital de Perú, visto el artículo 21, párrafo 4, de la Constitución de la Unión Postal de las Américas y España, concluida en Santiago, capital de la República de Chile, el veintiséis de noviembre de mil novecientos setenta y uno, han adoptado de común acuerdo y bajo reserva de las disposiciones del artículo 23, párrafo 3, de la Constitución, el Acuerdo siguiente:

Artículo 1 - Objeto del Acuerdo

1. El presente Acuerdo tiene por objeto regular el intercambio de los envíos conocidos con el nombre de "encomiendas postales" o sus sinónimos de "paquetes postales" o "bultos postales", dentro del ámbito de la Unión por los Países contratantes.

2. El intercambio podrá hacerse, ya sea directamente o por mediación de uno o varios países intermediarios.

Artículo 2 - Categorías

1. Podrán admitirse las mismas categorías de encomiendas, en las condiciones establecidas en el Acuerdo relativo a Encomiendas Postales de la Unión Postal Universal.

2. Además, deberán admitirse encomiendas especiales, que son las destinadas a países donde hubieran ocurrido siniestros de cualquier naturaleza, siempre que dichas encomiendas estén dirigidas a la Cruz Roja nacional o a las Comisiones de Auxilio que se establezcan a esos fines en los países afectados.

3. La admisión de encomiendas que no sean las ordinarias quedará limitada a las Administraciones que convengan en realizar este servicio.

Artículo 3 - Modalidades de curso y entrega

1. Atendiendo al modo de curso o de entrega, las encomiendas podrán ser:

a) Por avión, si se admiten al transporte aéreo entre dos países;

b) urgentes, cuando deban transportarse por los medios rápidos utilizados para la correspondencia;

c) expreso, si a la llegada a la oficina de destino deben entregarse a domicilio por un repartidor especial, o si éste ha de pasar el oportuno aviso, si no se efectúa la entrega a domicilio.

2. El cambio de encomiendas por avión, urgentes y expreso exigirá el acuerdo previo de las Administraciones de origen y destino.

Artículo 4 - Prohibiciones

No se admitirán para la expedición encomiendas postales que contengan objetos cuyo transporte esté prohibido por el Acuerdo relativo a Encomiendas Postales de la Unión Postal Universal.

Artículo 5 - Peso y dimensiones

El máximo de peso y las dimensiones de las encomiendas serán los fijados en el Acuerdo pertinente de la Unión Postal Universal. Sin embargo, las Administraciones de los Países miembros podrán admitir, previa la conformidad de los países interesados, encomiendas con otros límites de peso y dimensiones.

Artículo 6 - Tasas y derechos

1. La tasa principal que los remitentes de las encomiendas deben abonar en el acto del depósito estará integrada por la suma de las cuotas-parte territoriales de salida y de llegada, la cuota-parte territorial de tránsito y la cuota-parte marítima, si procediera, que establece el Acuerdo relativo a Encomiendas Postales de la Unión Postal Universal.

2. También las Administraciones postales estarán autorizadas a cobrar de los remitentes o destinatarios, según el caso, las tasas suplementarias y derechos establecidos en el Acuerdo relativo a Encomiendas Postales de la Unión Postal Universal.

3. Las Administraciones tendrá opción para fijar las cuotas-parte territoriales de salida y de llegada, así como las cuotas-parte territoriales de tránsito, sobre la base de una tasa promedio por kilogramo aplicable al peso neto total de cada despacho.

4. Las Administraciones tendrán la facultad:

a) Respecto a las cuotas-parte territoriales de salida: de aumentarlas o reducirlas a voluntad, si bien en caso de reducción no deben ser inferiores a las cuotas-parte territoriales de llegada;

b) respecto a las cuotas-parte territoriales de llegada:de aumentarlas o reducirlas a voluntad, si bien el aumento para las fracciones de peso hasta 10 kilogramos no podrá exceder de la mitad de la cuota-parte territorial de llegada;

c) de aplicar una cuota parte excepcional de llegada de 50 céntimos como máximo o las que hayan señalado en el artículo II del Protocolo Final del Acuerdo relativo a Encomiendas Postales de la Unión Postal Universal.

5. Las Administraciones que en el régimen universal estén autorizadas a percibir cuotas-parte territoriales de tránsito excepcionales podrán asimismo hacer uso de dichas autorizaciones en el régimen américoespañol, sin que en ningún caso puedan aplicar tasas más elevadas que las establecidas para el régimen de la Unión Postal Universal.

6. La Administración de origen acreditará a cada una de las Administraciones que tomen parte en el transporte, incluso a la de destino, las cuotas-parte que correspondan de acuerdo con las disposiciones de los párrafos precedentes.

7. Las Administraciones se comunicarán, por intermedio de la Oficina Internacional, las cuotas-parte territoriales de salida, de llegada y de tránsito y las cuotas-parte marítimas fijadas en sus respectivos países.

8. Las encomiendas por avión, además de las cuotas-parte territoriales establecidas por las Administraciones de origen y de destino, estarán sujetas al pago de las tasas, sobretasas o tasas combinadas correspondientes, las que serán proporcionales al peso y recorrido de la encomienda.

9. Por las encomiendas con declaración de valor o contra reembolso, podrán percibirse los derechos previstos en los respectivos Acuerdos de la Unión Postal Universal vigentes. La tasa de seguro por las encomiendas con declaración de valor deberá ser una de las establecidas en el Acuerdo relativo a Encomiendas Postales de la Unión Postal Universal.

Artículo 7 - Sobretasas aéreas

1. Las Administraciones establecerán las sobretasas aéreas para el encaminamiento de las encomiendas por la vía aérea,y su importe deberá, en principio, corresponder a los gastos que origine este transporte.

2. Para la aplicación de la sobretasa aérea las Administraciones podrán fijar escalones de peso inferiores a un kilogramo.

3. Las sobretasas aéreas deberán ser uniformes para todo el te-

rritorio del país de destino, sin importar cual sea el encaminamiento utilizado.

Artículo 8 - Franquicia postal

1. Las Administraciones convienen en aceptar para la expedición, libres de toda tasa postal:

a) Encomiendas de servicio;

b) encomiendas especiales;

c) encomiendas para los prisioneros de guerra o internados civiles.

2. La franquicia postal a que se refiere el párrafo 1, no alcanza a la sobretasa aérea de las encomiendas especiales y de las encomiendas para los prisioneros de guerra o internados. Sin embargo, las encomiendas de servicio, con excepción de las que emanen de la Oficina Internacional, no darán lugar al pago de las sobretasas aéreas.

Artículo 9 - Anulación de saldos

Cuando en las liquidaciones por el servicio de encomiendas entre dos Administraciones de la Unión el saldo anual no excediere del límite previsto en el correspondiente Acuerdo de la Unión Postal Universal, la Administración deudora quedará exenta del pago.

Artículo 10 - Tasas por trámites de aduana, entrega y almacenaje. Derechos

1. Las Administraciones de destino podrán cobrar a los destinatarios de las encomiendas las tasas por trámites de aduana, entrega, almacenaje y otras que se estipulen en el respectivo Acuerdo relativo a Encomiendas Postales de la Unión Postal Universal.

2. Las Administraciones de destino estarán autorizadas para percibir de los destinatarios los derechos previstos en su legislación interna.

3. Podrán quedar exentas del pago de la tasa postal de entrega, cuando así lo acuerden las Administraciones interesadas, las encomiendas destinadas a los miembros de los Cuerpos Diplomático y Consular, salvo las dirigidas a estos últimos si contuvieran artículos sujetos al pago de derechos de aduana.

Artículo 11 - Prohibición de otras tasas

Las encomiendas de que trata el presente Acuerdo, no podrán ser gravadas con otras tasas postales que no sean las establecidas en el Acuerdo relativo a Encomiendas Postales de la Unión Postal Universal.

Artículo 12 - Responsabilidad

1. Las Administraciones serán responsables por la pérdida, expoliación o avería de las encomiendas.

2. El remitente tendrá derecho por este concepto a una indemnización equivalente al importe real de la pérdida, expoliación o avería; los daños indirectos o los beneficios no realizados no se tomarán en consideración. Sin embargo, esta indemnización no podrá exceder en ningún caso:

a) Para las encomiendas con declaración de valor, del importe en francos oro del valor declarado;

b) para las demás encomiendas, de los importes fijados en el Acuerdo correspondiente de la Unión Postal Universal .

3. En caso de expoliación o avería la indemnización se calculará según el precio corriente de la mercadería de la misma clase,en el lugar y en la época en que la encomienda fuere aceptada para su transporte.

4. Por las encomiendas aseguradas con declaración de valor o contra reembolso, intercambiadas entre aquellas Administraciones que convengan en realizar estos servicios, la indemnización no podrá exceder del monto de la declaración de valor o del reembolso.

5. En caso de fuerza mayor serán de aplicación las disposiciones del Acuerdo relativo a Encomiendas Postales de la Unión Postal Universal.

Artículo 13 - Excepciones al principio de responsabilidad

1. Las Administraciones postales estarán exentas de toda responsabilidad, en los mismos casos previstos en el Acuerdo relativo a Encomiendas Postales de la Unión Postal Universal.

2. Asimismo, no asumirán ninguna responsabilidad respecto de las falsas declaraciones de aduana, cualquiera que sea la forma en que estén hechas, ni por las decisiones de los servicios aduaneros adoptadas al efectuarse la verificación de las encomiendas sometidas a su control.

Artículo 14 - Encomiendas no entregadas. Devolución

Para estos casos se aplicará a las encomiendas la reglamentación establecida en el respectivo Acuerdo de la Unión Postal Universal.

Artículo 15 - Encomiendas con doble consignación

Los remitentes podrán depositar encomiendas dirigidas a bancos u otras entidades, para entregar a segundo destinatario; pero la entrega a este último se efectuará con la previa autorización del primer destinatario. No obstante, se dará aviso al segundo destinatario de la llegada de tales encomiendas, pudiéndose percibir de éste los derechos fijados en el artículo 10.

Artículo 16 - Condiciones de aprobación de las proposiciones relativas al presente Acuerdo y a su Reglamento de Ejecución

1. Para ser aprobadas las proposiciones sometidas al Congreso y relativas al presente Acuerdo y a su Reglamento de Ejecución será necesario el voto afirmativo de la mayoría de los Países miembros, presentes y votantes, adheridos al Acuerdo. La mitad de esos Países miembros representados en el Congreso deberán estar presentes en la votación.

2. Para su modificación en el intervalo de los Congresos será de aplicación el procedimiento establecido en el Reglamento General de la Unión Postal Universal. Para que las disposiciones tengan fuerza ejecutiva deberán obtener:

a) Unanimidad de votos si se tratare de introducir nuevas disposiciones o de modificar los artículos 1, 2, 5, 6, 10, 11, 12, 13, 14, 16 y 18 de este Acuerdo y todos los de su Protocolo final;

b) dos tercios de sufragios para modificar las demás disposiciones.

Artículo 17 - Asuntos no previstos

1. Todos los asuntos no previstos por este Acuerdo serán regidos por las disposiciones del Acuerdo relativo a Encomiendas Postales de la Unión Postal Universal, su Reglamento de Ejecución y en su defecto por la legislación interior del país en donde se hallare la encomienda en causa. Siempre que en este Acuerdo se haga referencia a disposiciones del Acuerdo relativo a Encomiendas Postales de la Unión Postal Universal, los Países miembros no signatarios de este último tendrán la opción de aplicar sus disposiciones o alternativamente las de su propia legislación interior.

2. Sin embargo, las Administraciones de los Países miembros podrán fijar otros detalles para la práctica del servicio, previo acuerdo.

3. Se reconoce el derecho de que gozan las Administraciones de los Países miembros para mantener vigente el procedimiento reglamentario adoptado en orden al cumplimiento de convenios que tengan entre sí.

Artículo 18 - Vigencia y duración del Acuerdo

1. El presente Acuerdo empezará a regir el primer día del mes de octubre del año mil novecientos setenta y seis y permanecerá vigente sin limitación de tiempo, reservándose cada uno de los Países miembros el derecho de denunciarlo, mediante aviso dado por su Gobierno al de la República Oriental del Uruguay, el cual lo hará saber a los demás Países miembros.

2. El Acuerdo dejará de regir con respecto al País miembro que lo haya denunciado al vencer el plazo de un año a contar del día de la recepción de la notificación por el Gobierno de la República Oriental del Uruguay.

En fe de lo cual, los Representantes Plenipotenciarios de los Gobiernos de los Países miembros, han firmado el presente Acuerdo en la ciudad de Lima, capital de Perú, a los dieciocho días del mes de marzo del año mil novecientos setenta y seis.

POR ARGENTINA

Brigadier Mayor Arturo PONS BEDOYA

POR BOLIVIA

Señor Edgar Prudencio VELASCO

POR CANADA

Señor John E. UBERIG

Señor Ferdinand PAGEAU

Señor David G. BULLOCK

Señor R. Murray CHURCH

POR COLOMBIA

Ingeniero Iván RATKOVICH CARDENAS

Señor Jaime CABRERA SARMIENTO

Señor Alfonso SALAZAR PAEZ

POR COSTA RICA

Licenciado Francisco HERNANDEZ BRENES

POR CUBA

Doctor Luis SOLA VILA

POR CHILE

General de División (R) E.CH.
Galvarino MANDUJANO LOPEZ

Señor José NOVOA BERROETA

POR ECUADOR

Señor Enrique MORA VAZQUEZ

POR EL SALVADOR

Teniente Coronel e Ingeniero
Tito Livio GUILLEN

Señor Juan Ramón HIDALGO

POR ESPAÑA

Señor Joaquín SUMMERS HEVIA

Señor Sebastián MORO SERRANO

Señor Jaime ASCANDONI RIVERO

POR ESTADOS UNIDOS DE AMERICA

Señor H. Edgar S. STOCK

Señor Richard M. SANCHEZ

Señorita Irma HARRISON

Señor Michael J. REGAN

Señor Haven M. WEBB

POR ESTADOS UNIDOS MEXICANOS

Señor Darío RINCON ALVAREZ

POR GUATEMALA

Embajador Rafael AGUILAR SPINOLA

POR HAITI

POR NICARAGUA

General Florencio A. MENDOZA GUILLEN

Teniente J. Francisco MEJIA PEREIRA

Doctor Manuel CASTILLO JARQUIN

POR PANAMA

Licenciado Julio ESPINO B.

POR PARAGUAY

Embajador Doctor Manuel AVILA

POR PERU

Coronel E.P. Oscar LINARES NUNEZ

Doctor Alberto GALVEZ CUELLAR

Licenciado Carlos F. ESPICHAN SALAZAR

Doctor Oscar VASQUEZ LAMA

Doctor RaGl GALVEZ CUELLAR

SeNor Eduardo O. RUIZ ALCALDE

POR REPUBLICA DOMINICANA

Embajador Eduardo Antonio GARCIA VASQUEZ

POR REPUBLICA FEDERATIVA DEL BRASIL

Señor Adwaldo CARDOSO BOTTO DE BARROS

POR REPUBLICA DE HONDURAS

Señor Miguel TOSTA FIALLOS

Señor Hoe SOLANO OAVILA

POR REPUBLICA DE VENEZUELA

Señor José Rafael RAMIREZ PLATA

POR URUGUAY

Coronel P.A.M. Arancibio O. AMADO

Señor Luis Alberto BENITEZ

PROTOCOLO FINAL DEL ACUERDO RELATIVO A ENCOMIENDAS POSTALES

En el momento de firmar el Acuerdo relativo a Encomiendas Postales concluido por el Undécimo Congreso de la Unión Postal de las Américas y España, los Representantes Plenipotenciarios que suscriben han convenido lo siguiente:

I

Canadá y Estados Unidos de América formulan una reserva al artículo 2, párrafo 2, y al artículo 8, párrafo 1, inciso b), ya que no pueden cumplir con sus disposiciones debido a la política interna sobre el tema "Envíos con franquicia postal".

II

Canadá formula reserva con respecto al artículo 6 "Tasas y derechos", ya que no puede cumplir con sus disposiciones y aplicará las mismas cuotas-parte territoriales de salida y llegada, así como las cuotas-parte marítimas de tránsito que tiene establecidas en sus relaciones con los demás países.

III

Estados Unidos de América formula una reserva al artículo 6,"Tasas y derechos", ya que no puede cumplir con todas sus disposiciones y aplicará en cambio cuotas-parte de tránsito, de llegada y de salida que no excederán de las establecidas en sus relaciones con otros países.

IV

Canadá, Ecuador, Estados Unidos de América y República de Venezuela formulan reserva al artículo 12 "Responsabilidad", en el sentido de que no pagarán indemnización alguna por la pérdida, expoliación o avería de encomiendas ordinarias destinadas a, o recibidas de los Países miembros de la Unión.

V

Bolivia formula una reserva al artículo 12 "Reponsabilidad" en el sentido de que no pagará indemnización alguna por la pérdida, expoliación o avería de encomiendas sin valor declarado.

VI

Bolivia, Ecuador, El Salvador y República de Venezuela formulan reserva al artículo 14 "Encomiendas no entregadas-Devolución", en el sentido de que no devolverán las encomiendas, una vez que el destinatario haya solicitado el registro de las mismas a la Aduana, para la cancelación de los derechos arancelarios a que hubiesen dado lugar, por disponerlo así las Leyes de las Aduanas de sus Países.

VII

Bolivia y Nicaragua hacen constar que no devolverán a origen aquellas encomiendas que contengan comestibles y material de propaganda y que no hubieran sido retiradas por los destinatarios en el tiempo establecido.

VIII

Argentina, Colombia, Costa Rica, Cuba, Chile, Ecuador, El Salvador, España, Estados Unidos Mexicanos, Guatemala, Nicaragua, Panamá, Paraguay, Perú, República Federativa del Brasil, República de Honduras, República de Venezuela y Uruguay hacen constar que, de acuerdo con el principio general de reciprocidad, aplicarán las mismas medidas restrictivas o de excepción que establezcan otros Países miembros, bien en este Protocolo final o en el momento de la ratificación formal de las Actas.

En fe de lo cual los Representantes Plenipotenciarios de los Gobiernos de los Países miembros han firmado el presente Protocolo final en la ciudad de Lima, capital de Perú, a los dieciocho días del mes de marzo del año mil novecientos setenta y seis.

FIRMAS:

Las mismas que figuran en las páginas 163 a 167 [1]

[1] Pages 586–590 herein. [Footnote added by the Department of State.]

REGLAMENTO DE EJECUCION DEL ACUERDO RELATIVO A ENCOMIENDAS POSTALES

INDICE

PREAMBULO

Art.

101. Curso - Transmisión
102. Boletines de expedición y declaraciones de aduana
103. Encomiendas con doble consignación
104. Encomiendas con valor declarado
105. Registro de encomiendas ordinarias
106. Reexpedición
107. Devolución - Cargos
108. Formación de despachos
109. Despachos en tránsito
110. Recepción y verificación de los despachos
111. Devolución de sacas vacías
112. Plazo de conservación de los documentos
113. Cuentas
114. Asuntos no previstos
115. Vigencia y duración del Reglamento

REGLAMENTO DE EJECUCION DEL ACUERDO RELATIVO A ENCOMIENDAS POSTALES

Los abajo firmantes, Representantes Plenipotenciarios de los Gobiernos de los Países miembros de la Unión, reunidos en Congreso en Lima, capital de Perú, visto el artículo 21, párrafo 4, de la Constitución de la Unión Postal de las Américas y España, concluida en la ciudad de Santiago, capital de la República de Chile, el veintiséis de noviembre de mil novecientos setenta y uno, han adoptado de común acuerdo y en representación de sus Administraciones las siguientes reglas para asegurar la ejecución del Acuerdo relativo a Encomiendas Postales.

Artículo 101 - Curso - Transmisión

1. Cada Administración estará obligada a cursar, por las vías y medios que utilice para sus propias encomiendas, los despachos de encomiendas y las encomiendas al descubierto que le sean remitidos por otra Administración para ser expedidos en tránsito por el territorio de aquélla.

2. Las vías de curso serán convenidas por las Administraciones interesadas e incluidas en el cuadro CP 1 (Unión Postal Universal).

3. La transmisión de encomiendas entre Países limítrofes se efectuará en las condiciones que establezcan de común acuerdo las Administraciones interesadas.

4. El intercambio de encomiendas entre Países no limítrofes se realizará en despachos cerrados.

5. Las Administraciones se comunicarán, por medio de la Oficina Internacional de la Unión, las oficinas de cambio habilitadas y la respectiva jurisdicción que abarcan.

Artículo 102 - Boletines de expedición y declaraciones de aduana

1. Por cada encomienda se confeccionará un boletín de expedición y el número de declaraciones de aduana requerido por el país de destino, iguales a los modelos CP 2 y C 2/ CP 3 (Unión Postal Universal); las declaraciones de aduana se unirán sólidamente al boletín de expedición.

2. Las formalidades que deberá cumplir el remitente serán las es

tablecidas en la legislación postal universal.

3. Siempre que la Administración de destino no se oponga, en un solo boletín de expedición, con sus respectivas declaraciones de aduana, podrán incluirse hasta tres encomiendas ordinarias depositadas simultáneamente en la misma oficina por el mismo remitente, encaminadas por la misma vía, sujetas a la misma tasa y consignadas al mismo destinatario. Esta disposición no rige para las encomiendas con declaración de valor o contra reembolso.

4. Si la Administración de destino lo admitiere, la de origen podrá utilizar etiquetas colgantes que hagan las veces de boletín de expedición y de declaración de aduana, en cuyo caso dichas etiquetas tendrán la misma fuerza legal que los documentos que sustituyan.

Artículo 103 - Encomiendas con doble consignación

Los remitentes de encomiendas, dirigidas a bancos u otras entidades, para entregar a segundos destinatarios, estarán obligados a consignar en las etiquetas, fajillas o envolturas de aquéllas, el nombre y dirección exactos de las personas a quienes estuvieren destinadas.

Artículo 104 - Encomiendas con valor declarado

1. En cuanto a su acondicionamiento, las encomiendas con valor declarado deberán ajustarse a las prescripciones que establece el Reglamento de Ejecución del Acuerdo relativo a Encomiendas Postales de la Unión Postal Universal, y tales envíos, así como sus boletines de expedición, se singularizarán con la etiqueta modelo CP 7 (Unión Postal Universal) o eventualmente en el modelo CP 8 (Unión Postal Universal), caracterizado con las palabras "valor declarado".

2. El remitente deberá hacer constar, con tinta o lápiz tinta, sobre la encomienda y el boletín de expedición, en caracteres latinos, en letras y cifras, sin raspaduras ni enmiendas, el importe de la declaración de valor, en moneda del país de origen. El importe de dicha declaración deberá convertirse en francos oro, subrayándose con lápiz de color.

3. La Administración de origen anotará sobre la dirección de la encomienda y en el boletín de expedición, el peso exacto en gramos.

4. Las Administraciones extenderán gratuitamente al remitente un recibo donde consten los datos de depósito de la encomienda.

5. Cuando en consecuencia de lo establecido en el artículo 13, párrafo 2, del Acuerdo, una Administración decomise una encomienda, co-

municará el hecho a la Administración de origen en el menor plazo posible, remitiéndole los elementos probatorios.

Artículo 105 - Registro de encomiendas ordinarias

1. Toda encomienda y su correspondiente boletín de expedición deberá llevar adherida la etiqueta modelo CP 8 (Unión Postal Universal), con indicación del número de orden del envío y el nombre de la oficina de origen. Cuando la Administración de origen lo permita, la parte de la etiqueta CP 8 que debe colocarse en el boletín de expedición podrá ser reemplazada por una indicación preimpresa con la misma característica que la parte correspondiente de la etiqueta.

2. Las Administraciones podrán ponerse de acuerdo para apartarse de las formalidades indicadas en el párrafo 1, por razones de recíproca conveniencia.

3. Las Administraciones podrán entregar al remitente un recibo con los datos del depósito.

4. La oficina de origen aplicará en el boletín de expedición el sello indicativo de la fecha de depósito y hará constar el peso de la encomienda en kilogramos y centenas de gramos.

Artículo 106 - Reexpedición

Para la reexpedición de encomiendas regirán las disposiciones contenidas en el Reglamento de Ejecución del Acuerdo relativo a Encomiendas Postales de la Unión Postal Universal.

Artículo 107 - Devolución - Cargos

1. La oficina que devuelva una encomienda al remitente indicará sobre ésta y en el boletín de expedición la causa de la no entrega.

2. Las tasas y derechos que deban ser satisfechos por el expedidor se consignarán en la columna respectiva de la hoja de ruta CP 11 (Unión Postal Universal). En su caso, deberá acompañarse al boletín de expedición respectivo la factura de tasas CP 25 (Unión Postal Universal).

3. Cuando la oficina que devuelva una encomienda no consigne esas cantidades, la oficina que la reciba le acreditará de oficio, únicamente, la cuota-parte territorial de salida y la cuota-parte marítima, si correspondiere.

Artículo 108 - Formación de despachos

1. Las Administraciones expedidoras deberán anotar en una hoja de ruta modelo CP 11 (Unión Postal Universal), cada encomienda, con todos los detalles que sirvan para individualizar perfectamente el envío, debiendo remitir dos ejemplares de la fórmula CP 11 a la oficina de destino del despacho. Sin embargo, las Administraciones podrán ponerse de acuerdo para registrar las encomiendas en dicha fórmula de la manera que más convenga a su respectivo servicio.

2. Las Administraciones que decidan utilizar la tasa promedio por kilogramo, de acuerdo con las disposiciones del artículo 6, párrafo 3, del Acuerdo, indicarán en la lista de encomiendas el número de éstas, el peso neto total y el número total de sacas que componen cada despacho.

3. Las oficinas de cambio expedidoras numerarán los despachos en forma correlativa anual para cada oficina de cambio destinataria. En el primer despacho de cada año constará el número del último despacho del año anterior.

4. Cuando se trate de encomiendas contenidas en despachos directos, las Administraciones podrán ponerse de acuerdo para que los boletines de expedición, declaraciones de aduana y demás documentos exigidos, acompañen a las encomiendas que contenga cada saca, y cuando el despacho se componga de varias sacas, todas ellas se cursarán por la misma expedición.

5. Las sacas se asegurarán con cierres que garanticen la integridad de su contenido, y llevarán una etiqueta de color amarillo ocre con la mención del número del despacho, número de orden del envase, cantidad de encomiendas que contenga y peso bruto de la saca. Las etiquetas de las sacas que contengan encomiendas con valor declarado se singularizarán con la letra "V" em color rojo.

6. En la última saca de las que compongan el despacho se incluirán las hojas de ruta CP 11 (Unión Postal Universal). En la etiqueta correspondiente, además de las indicaciones señaladas en el párrafo precedente, se asentará la cantidad total de sacas que componen el despacho y se inscribirá sobre ella la letra "F".

Artículo 109 - Despachos en tránsito

La oficina de cambio expedidora remitirá a cada una de las Administraciones intermediarias una hoja de ruta modelo CP 12 (Unión Postal Universal) con el detalle de las bonificaciones que les correspondan. Las Administraciones convendrán la forma de remisión de ese documento.

Artículo 110 - Recepción y verificación de los despachos

1. Las Administraciones adoptarán los arbitrios necesarios para que la recepción de los despachos sea inmediata a la llegada del medio de transporte que los haya conducido.

2. La oficina de cambio destinataria comprobará el estado de las sacas, sus cierres y peso consignado en la etiqueta, antes de extender recibo por el despacho, haciendo constar en el parte de entrega las anormalidades observadas, que serán denunciadas a vuelta de correo a la oficina expedidora o a la intermediaria si así procediese. Análogo procedimiento observarán las oficinas intermediarias, en su caso, que deberán, además, informar a la de destino.

3. Si en la verificación de los documentos de servicio relativos a los despachos recibidos se comprobaren errores u omisiones, la oficina receptora llevará a cabo inmediatamente las rectificaciones necesarias, teniendo cuidado de tachar las indicaciones erróneas en forma que puedan reconocerse las anotaciones originales, y lo denunciará a origen por medio del boletín de verificación, modelo CP 13 (Unión Postal Universal) que se remitirá por duplicado. Estas rectificaciones, a menos de error evidente, prevalecerán sobre las declaraciones primitivas.

4. Cuando se comprobare la falta de encomiendas, además del formulario CP 13 (Unión Postal Universal), de que trata el párrafo anterior, se formalizará un acta documentando el hecho, que será agregado a aquél y se remitirá a la oficina de origen juntamente con el envase y su cierre completo (hilo, plomo y etiqueta).

5. Igual procedimiento se seguirá cuando se reciban encomiendas expoliadas, levantándose además un acta de verificación en formulario CP 14 (Unión Postal Universal), que se remitirá conjuntamente con el boletín de verificación CP 13 (Unión Postal Universal) y los respectivos elementos de prueba.

6. Se aplicarán las disposiciones del párrafo 3, cuando se reciban encomiendas insuficientemente embaladas o averiadas, las que se reembalarán conservando, hasta donde sea posible, el embalaje, la dirección y etiqueta originales.

7. Si la avería fuera tal que hubiese permitido la sustracción del contenido, la oficina procederá a reembalar de oficio la encomienda, llenando las formalidades prescritas en el párrafo 5 y haciendo constar sobre el nuevo embajale el peso que arrojó antes y después de esa operación. El mismo procedimiento se seguirá en caso de comprobarse una diferencia de peso que haga suponer la sustracción del contenido.

8. Si los interesados formularen reservas al recibir la encomienda, se levantará en su presencia un acta CP 14 (Unión Postal Universal) por duplicado, la cual será firmada por aquéllos y por los agentes postales. Un ejemplar del acta se entregará al interesado y otro quedará en poder de la Administración.

9. Cualquier irregularidad que se comprobare en una encomienda con valor declarado dará motivo a la confección de un acta modelo CP 14 (Unión Postal Universal) y a la subsiguiente remisión de los elementos de prueba (hilo, sello o plomo, etiqueta, embalaje y recipiente).

10. Si la oficina de cambio destinataria no comunicare a la expedidora, por el correo siguiente a la recepción de un despacho de encomiendas, las irregularidades o errores de cualquier naturaleza que comprobare en aquel, se dará por recibido de conformidad, salvo prueba en contrario.

11. La comprobación de irregularidades no dará lugar a la devolución de la encomienda a origen, excepto cuando así proceda por contener artículos prohibidos.

12. Los boletines de verificación, así como las actas y elementos de prueba mencionados en el presente artículo, se transmitirán como envío certificado o como encomienda de servicio, utilizando la vía más rápida.

Artículo 111 - Devolución de sacas vacías

1. Las sacas se devolverán vacías a la Administración y,en su caso, a la oficina de cambio a que pertenezcan, por el primer correo.La devolución se hará sin gastos y, dentro de lo posible, por la vía más rápida. Las etiquetas también serán devueltas incluidas en las sacas, sólo si esto se solicita específicamente por adelantado.

2. Con las sacas vacías se formarán despachos independientes, debidamente singularizados, con numeración anual correlativa, detallándose en las hojas de ruta el número de cada envase devuelto o, en su defecto, la cantidad global de los mismos. Cuando por su cantidad no se justifique la formación de despachos, las sacas podrán incluirse dentro de las que contengan encomiendas.

3. Las Administraciones se hacen responsables de las sacas cuya devolución no puedan probar, reembolsando, en este caso,el valor real del envase a la Administración interesada.

Artículo 112 - Plazo de conservación de los documentos

1. Los documentos del servicio de encomiendas, incluso los bole-

tines de expedición, deberán conservarse durante el plazo mínimo de 18 meses, a contar del día siguiente a la fecha de tales documentos.

2. Los documentos relativos a un litigio o reclamación se conservarán hasta la liquidación del asunto. Si la Administración reclamante, debidamente informada del resultado de la investigación, dejare pasar seis meses a partir de la fecha de la comunicación sin formular objeciones, el asunto se considerará terminado.

Artículo 113 - Cuentas

1. La formación y liquidación de las cuentas concernientes al intercambio de encomiendas postales se sujetarán a las prescripciones del Acuerdo relativo a Encomiendas Postales de la Unión Postal Universal y su Reglamento de Ejecución.

2. El pago de las cuentas de encomiendas se hará con arreglo a lo establecido en el artículo 101 del Reglamento de Ejecución del Convenio.

3. Sin embargo, todas las cuentas formuladas entre las Administraciones podrán ser compensadas anualmente por la Oficina Internacional de la Unión, debiendo los saldos deudores ser liquidados tan pronto como sea posible, dentro del plazo de tres meses a partir de la fecha en que el país interesado reciba el balance.

Artículo 114 - Asuntos no previstos

En todo lo no previsto en este Reglamento se aplicarán las disposiciones del Reglamento de Ejecución del Acuerdo relativo a Encomiendas Postales de la Unión Postal Universal o, en su defecto la legislación interior de cada país. Siempre que en este Reglamento se haga referencia a disposiciones del Reglamento de Ejecución del Acuerdo relativo a Encomiendas Postales de la Unión Postal Universal, los Países miembros no signatarios de este último tendrán la opción de aplicar sus disposiciones o, alternativamente, las de su propia legislación interior.

Artículo 115 - Vigencia y duración del Reglamento

El presente Reglamento entrará en vigor en la misma fecha que el Acuerdo a que se refiere y tendrá igual duración que éste.

En fe de lo cual los Representantes Plenipotenciarios de los Gobiernos de los Países miembros han firmado el presente Reglamento en la ciudad de Lima, capital de Perú, a los dieciocho días del mes de marzo del año mil novecientos setenta y seis.

FIRMAS:

Las mismas que figuran en las páginas 163 a 167. [1]

[1] Pages 586–590 herein. [Footnote added by the Department of State.]

ACUERDO RELATIVO A GIROS POSTALES

I N D I C E

PREAMBULO

Art.
1. Objeto del Acuerdo
2. Moneda
3. Condiciones para el cambio de los giros
4. Giros telegráficos
5. Límites máximos de emisión
6. Tasas
7. Endosos
8. Responsabilidad
9. Franquicias de tasas
10. Plazo de validez de los giros
11. Cambio de dirección y reintegro de giros
12. Aviso de pago
13. Reexpedición
14. Legislación interior
15. Formación de las listas
16. Comprobación y rectificación de las listas
17. Pago de los giros
18. Rendición y liquidación de cuentas
19. Supresión de cuentas por intercambio de giros
20. Anticipos a buena cuenta
21. Intercambio por el sistema de tarjeta
22. Suspensión del servicio
23. Condiciones de aprobación de las proposiciones relativas al presente Acuerdo
24. Vigencia y duración del Acuerdo

Protocolo Final del Acuerdo

F O R M U L A S

ACUERDO RELATIVO A GIROS POSTALES

Los abajo firmantes, Representantes Plenipotenciarios de los Gobiernos de los Países miembros de la Unión, reunidos en Congreso en Lima, capital de Perú, visto el artículo 21, párrafo 4, de la Constitución de la Unión Postal de las Américas y España, concluida en la ciudad de Santiago, capital de la República de Chile, el veintiséis de noviembre de mil novecientos setenta y uno, han adoptado de común acuerdo y bajo reserva de las disposiciones del artículo 23, párrafo 3, de la Constitución, el Acuerdo siguiente:

Artículo 1 - Objeto del Acuerdo

El cambio de giros postales entre los Países contratantes, cuyas Administraciones convengan en realizar este servicio, se regirá por las disposiciones del presente Acuerdo.

Artículo 2 - Moneda

El importe de los giros se expresará en la moneda del país de destino. Sin embargo, las Administraciones quedan facultadas para adoptar de común acuerdo otra moneda, cuando así convenga a sus intereses.

Artículo 3 - Condiciones para el cambio de los giros

1. El cambio de giros postales entre los Países contratantes se llevará a cabo por medio de listas conforme al modelo GP 1 anexo, que se encaminarán a su destino, preferentemente por la vía aérea, por cuenta de la Administración expedidora.

2. En idénticas condiciones a las señaladas en el párrafo 1, de este artículo, expedirán toda su correspondencia las oficinas centrales para el cambio de giros a que se refiere el mismo párrafo.

3. Cada Administración designará las oficinas de su país que hayan de encargarse de formular dichas listas y enviarlas a aquellas otras oficinas que, para los mismos fines, designen las demás Administraciones.

4. Asimismo, las Administraciones podrán acordar la realización del servicio por el sistema de "tarjetas", esto es, de remisión de títulos.

5. En los casos de fuerza mayor que imposibiliten el intercambio directo de giros, el país expedidor, aun sin que medie petición del remitente o del destinatario, podrá dirigirlos, previo acuerdo entre las Administraciones interesadas y sujetos a las reglas precedentes, a otro país distinto para que éste, a su vez, los reexpida a su destino por la vía que haga factible su entrega.

Artículo 4 - Giros telegráficos.

Las disposiciones de este Acuerdo se harán extensivas al servicio de giros telegráficos entre aquellas Administraciones que convengan en prestarlo. A tal efecto, previo arreglo entre sí, fijarán las condiciones reglamentarias del propio servicio.

Artículo 5 - Límites máximos de emisión

1. Las Administraciones de los Países contratantes que convengan en prestar este servicio se pondrán de acuerdo para fijar el límite máximo de los giros que intercambien.

2. Sin embargo, los giros relativos al servicio de correos, emitidos con franquicia de tasa en aplicación de las disposiciones del artículo 9, podrán exceder del máximo fijado por cada Administración.

Artículo 6 - Tasas

1. El remitente de todo giro emitido conforme a las disposiciones del presente Acuerdo deberá abonar la tasa que fije la Administración de origen según su reglamentación y con la escala adoptada y promulgada para su servicio interno.

2. Cuando los giros se cursen por expreso, las Administraciones podrán percibir la tasa especial establecida que no excederá de la que rija para la correspondencia.

Artículo 7 - Endosos

Las Administraciones de los Países contratantes quedan autorizadas para permitir en su territorio y de acuerdo con su legislación interior el endoso de los giros de cualquier país.

Artículo 8 - Responsabilidad

Las Administraciones serán responsables, ante los remitentes, de las cantidades que éstos depositen para ser convertidas en giros pos-

tales hasta el momento en que sean pagados a los destinatarios o endosatarios.

Artículo 9 - Franquicias de tasas

Estarán exentos de toda tasa los giros relativos al servicio, intercambiados entre las Administraciones o entre las oficinas de correos dependientes de cada Administración, así como también los que remitan a la Oficina Internacional de Montevideo o a la de Transbordos de Panamá y viceversa.

Artículo 10 - Plazo de validez de los giros

1. Salvo acuerdo en contrario, todo giro postal será pagadero en el país de destino, dentro de los seis meses siguientes al de su emisión.

2. El importe de los giros que no haya sido pagado dentro de dicho período, se acreditará a la Administración de origen, a la cual se enviará al efecto una fórmula GP 4 con el detalle de tales giros, para que proceda de acuerdo con su reglamento.

Artículo 11 - Cambio de dirección y reintegro de giros

1. Cuando el remitente desee corregir un error en la dirección del destinatario o solicitar la devolución del importe del giro, hará la gestión ante la Administración del país que lo haya emitido.

2. Por lo general un giro postal no será reintegrado sin autorización de la Administración del país pagador. Dicha autorización se dará por medio de una comunicación independiente dirigida a la Administración de origen, y el monto total de los giros cuyo reintegro se autorice se acreditará en la próxima cuenta a formularse.

Artículo 12 - Aviso de pago

1. El remitente de un giro podrá obtener un aviso de pago mediante una tasa equivalente a la percibida por la Administración de origen en concepto de aviso de recibo de la correspondencia certificada. Esta tasa pertenecerá a la Administración de origen.

2. La Administración de destino extenderá el aviso de pago en un impreso conforme al modelo GP 6 y lo remitirá al propio interesado directamente o a la Administración emisora para su entrega a aquél si el cambio se hace por medio de listas.

3. Si las Administraciones se hubiesen puesto de acuerdo para realizar el servicio por el sistema de tarjetas, la fórmula GP 6 será extendida por la Administración de origen, quien la remitirá a la de destino, a fin de recabar la firma del destinatario en el momento del pago del giro, devolviéndola seguidamente al expedidor.

Artículo 13 - Reexpedición

1. A petición del remitente o del destinatario de los giros, éstos podrán ser reexpedidos a otro país distinto, siempre que exista intercambio de giros con el nuevo país de destino. En este caso, la Administración reexpedidora no percibirá tasa alguna.

2. En caso de reexpedición, el giro se considerará como si hubiese sido pagado por la Administración reexpedidora, la cual lo incluirá en la cuenta por tal concepto, añadiendo la palabra "Reexpedición".

Artículo 14 - Legislación interior

Los giros postales que se cambien entre dos Administraciones estarán sujetos, en lo que concierne a su emisión y pago, a las disposiciones aplicables a los giros postales interiores, vigentes en las Administraciones de origen y destino.

Artículo 15 - Formación de las listas

1. Cada oficina de cambio comunicará a la de cambio corresponsal, en las fechas en que se deposite el giro, las cantidades recibidas en su país para ser pagadas en el otro, haciendo uso del modelo GP 1 anexo.

2. Todo giro postal anotado en las listas llevará un número progresivo que se denominará "Número internacional", comenzando el primero de enero o el primero de julio de cada año, según se convenga, con el número uno. Cuando al término del año o semestre, se varíe la numeración, la primera lista deberá llevar, además del número de la serie, el último número internacional de la serie anterior.

3. Las oficinas de cambio se acusarán recibo de cada lista por medio de la primera lista siguiente, enviada en la dirección opuesta.

4. Cualquier lista que faltare será reclamada inmediatamente por la oficina de cambio que comprobare la falta. La oficina de cambio remitente, en tal caso, enviará lo antes posible a la reclamante un duplicado de la lista pedida, debidamente formalizado.

Artículo 16 - Comprobación y rectificación de las listas

1. Las listas serán revisadas cuidadosamente por la oficina de cambio destinataria y corregidas cuando contengan simples errores. De estas correcciones será informada la oficina de cambio remitente al acusársele recibo de la lista en que se hubieran efectuado.

2. Cuando tales errores sean de importancia, la oficina de cambio destinataria solicitará aclaraciones a la remitente, que informará dentro del más breve plazo. Entre tanto, se suspenderá la emisión de los giros postales internos correspondientes a las libranzas cuya aclaración se hubiere solicitado. Estas cuestiones se tramitarán, de ser posible, utilizando la vía aérea.

Artículo 17 - Pago de los giros

1. Al recibirse en una oficina de cambio una lista de giros con arreglo a lo dispuesto en el artículo 15, dicha oficina procederá a efectuar u ordenar el pago a los destinatarios en la moneda del país de destino de las cantidades que, en dicha moneda o en otra convenida, figuren en la lista, de conformidad con los reglamentos vigentes en cada país para el pago de los giros internacionales.

2. La Administración de destino procurará en todos los casos realizar sin demora el pago a los beneficiarios. Si transcurrido un mes de remitido el aviso al beneficiario no se hubiera efectuado el pago, se comunicará el hecho a la Administración de origen para que lo ponga en conocimiento del remitente.

3. Los duplicados de giros postales se expedirán solamente por la Administración del país emisor, de conformidad con su legislación interna y previa comprobación de que el giro no ha sido ni pagado al destinatario ni reembolsado al expedidor.

Artículo 18 - Rendición y liquidación de cuentas

1. Salvo acuerdo en contrario, al final de cada trimestre, la Administración acreedora formulará la cuenta respectiva para la Administración corresponsal, en que conste:

a) Los totales de las listas que contengan el detalle de los giros emitidos en ambos países durante el trimestre;

b) los totales de los giros que hubieren sido reintegrados a los remitentes;

c) los totales de los giros que hubieren caducado durante el trimestre.

2. El haber de cada Administración se expresará en la moneda de su país.

3. El importe menor será convertido a la moneda del país acreedor con arreglo al cambio medio del trimestre a que se refiera la cuenta.

4. Esta cuenta, extendida en doble ejemplar, se enviará por la Administración que la haya formulado, a la Administración correspondiente. Si el saldo resultare a favor de esta Administración, se pagará uniendo a la cuenta una letra a la vista o un cheque a favor de la Administración postal acreedora. Si el saldo resultare a favor de la Administración que haya formulado la cuenta, el pago se llevará a cabo por la Administración deudora, en la forma indicada precedentemente, al devolverse aceptada la cuenta. Para la formación de esta cuenta trimestral se utilizarán los modelos GP 2, GP 3, GP 4 y GP 5, anexos al presente Acuerdo.

5. También podrán entenderse las Administraciones para no efectuar conversiones sino para realizar la liquidación unilateralmente, esto es, para abonar cada Administración a la otra el importe total de los giros pagados por su cuenta. En tal caso, cada Administración habrá de formular una cuenta trimestral.

Artículo 19 - Supresión de cuentas por intercambio de giros

1. Las Administraciones podrán, previo acuerdo, suprimir la formación de las cuentas a que se refiere el artículo anterior. En este caso, deberán comprometerse a enviar adjunto a cada lista de giros modelos GP 1, una letra a la vista o un cheque por el importe total de los mismos, aplicándose igual procedimiento cuando esté indicado el uso de los modelos GP 3 y GP 4.

2. Los cheques, o las letras a la vista, salvo acuerdo en contrario, serán expedidos en la moneda del país acreedor.

Artículo 20 - Anticipos a buena cuenta

1. Cuando resultare que una Administración deba a la otra, por cuenta de giros postales, un saldo que exceda de 30.000 francos oro o la equivalencia aproximada de esta cantidad en su propia moneda, la Administración deudora deberá enviar a la acreedora a la mayor brevedad posible y como anticipo a buena cuenta una cantidad aproximada al saldo de la liquidación trimestral a que se refiere el artículo 18.

2. Si la cantidad adelantada fuese superior al saldo de la liquidación definitiva al período, la diferencia será transferida al siguiente, quedando sobreentendido que, en caso de suspensión del servicio, el posible exceso será reintegrado inmediatamente en la misma moneda recibida.

Artículo 21 - Intercambio por el sistema de tarjeta

Las Administraciones que convinieran en practicar el intercambio por el sistema a que se refiere el párrafo 4 del artículo 3, lo harán sobre la base de las pertinentes disposiciones del Acuerdo de la Unión Postal Universal, con observancia de las peculiaridades del presente.

Artículo 22 - Suspensión del servicio

1. Las Administraciones de los países contratantes podrán, cuando lo juzguen conveniente, suspender temporalmente la emisión de giros postales. Asimismo, quedan facultadas para adoptar todas aquellas disposiciones que estimen oportunas para salvaguardar sus intereses y evitar posibilidad de agio.

2. La Administración que adopte alguna de las medidas aludidas en el párrafo anterior, deberá comunicarlo con toda urgencia a las Administraciones con las que intercambie giros postales.

Artículo 23 - Condiciones de aprobación de las proposiciones relativas al presente Acuerdo

1. Para ser aprobadas las proposiciones sometidas al Congreso y relativas al presente Acuerdo, será necesario el voto afirmativo de la mayoría de los Países miembros, presentes y votantes, adheridos al Acuerdo. La mitad de esos Países miembros representados en el Congreso, deberán estar presentes en la votación.

2. Para su modificación en el intervalo de los Congresos será de aplicación el procedimiento establecido en el Reglamento General de la Unión Postal Universal. Para que las disposiciones tengan fuerza ejecutiva deberán obtener:

a) unanimidad de votos si se trata de introducir nuevas disposiciones o de modificar los artículos 1, 2, 5, 8, 9, 14, 18, 19, 20, 22, 23 y 24 del Acuerdo y los contenidos en su Protocolo final;

b) dos tercios de sufragios para modificar los demás artículos.

Artículo 24 - Vigencia y duración del Acuerdo

1. El presente Acuerdo entrará en vigor el primer día del mes de octubre del año mil novecientos setenta y seis y permanecerá vigente sin limitación de tiempo, reservándose cada uno de los Países miembros el derecho de denunciarlo, mediante aviso dado por su Gobierno al de la República Oriental del Uruguay, el cual lo hará saber a los demás Países miembros.

2. El Acuerdo dejará de regir con respecto al País miembro que lo haya denunciado al vencer el plazo de un año a contar del día de la recepción de la notificación por el Gobierno de la República Oriental del Uruguay.

En fe de lo cual, los Representantes Plenipotenciarios de los Gobiernos de los Países miembros, han firmado el presente Acuerdo en la ciudad de Lima, capital de Perú, a los dieciocho días del mes de marzo del año mil novecientos setenta y seis.

POR ARGENTINA

Brigadier Mayor Arturo PONS BEDOYA

POR BOLIVIA

Señor Edgar Prudencio VELASCO

POR COLOMBIA

Ingeniero Iván RATKOVICH CARDENAS

Señor Jaime CABRERA SARMIENTO

Señor Alfonso SALAZAR PAEZ

POR COSTA RICA

Licenciado Francisco HERNANDEZ BRENES

POR CHILE

General de División (R) E.CH.
Galvarino MANDUJANO LOPEZ

Señor José MOYOA BERROETA

POR ECUADOR

Señor Enrique MORA VAZQUEZ

POR EL SALVADOR

Teniente Coronel e Ingeniero
Tito Livio GUILLEN

Señor Juan Ramón HIDALGO

POR ESPAÑA

Señor Joaquín SUMMERS HEVIA

Señor Sebastián MORO SERRANO

Señor Jaime ASCANDONI RIVERO

POR ESTADOS UNIDOS DE AMERICA

Señor H. Edgar S. STOCK

Señor Richard M. SANCHEZ

Señorita Irma HARRISON

Señor Michael J. REGAN

Señor Haven N. WEBB

POR ESTADOS UNIDOS MEXICANOS

Señor Darío RINCON ALVAREZ

POR GUATEMALA

Embajador Rafael AGUILAR SPINOLA

POR HAITI

POR NICARAGUA

General Florencio A. MENDOZA GUILLEN

Teniente J. Francisco MEJIA PEREIRA

Doctor Manuel CASTILLO JARQUIN

POR PANAMA

Licenciado Julio ESPINO B.

POR PERU

Coronel E.P. Oscar LINARES NUREZ

Doctor Alberto GALVEZ CUELLAR

Licenciado Carlos F. ESPICHAN SALAZAR

Doctor Oscar VASQUEZ LAMA

Doctor Raúl GALVEZ CUELLAR

Señor Eduardo O. RUIZ ALCALDE

POR REPUBLICA DOMINICANA

Embajador Eduardo Antonio GARCIA YASQUEZ

POR REPUBLICA DE HONDURAS

Señor Miguel TOSTA FIALLOS

Señor Noe SOLANO OAYILA

POR REPUBLICA DE VENEZUELA

Señor José Rafael RAMIREZ PLATA

POR URUGUAY

Coronel P.A.M. Arancibio D. AMADO

Señor Luis Alberto BENITEZ

PROTOCOLO FINAL DEL ACUERDO RELATIVO A GIROS POSTALES

En el momento de firmar el Acuerdo relativo a Giros Postales concluido por el Undécimo Congreso de la Unión Postal de las Américas y España, los Representantes Plenipotenciarios que suscriben han convenido lo siguiente:

Estados Unidos de América formula una reserva en el sentido de que no puede aceptar las estipulaciones de los siguientes artículos:

Artículo 5, párrafo 2	"Límites máximos para los giros postales".
Artículo 9	"Franquicia de tasa".
Artículo 10	"Plazo de validez de los giros".
Artículo 12	"Aviso de pago".
Artículo 13	"Reexpedición".

En fe de lo cual los Representantes Plenipotenciarios de los Gobiernos de los Países miembros, han firmado el presente Protocolo final en la ciudad de Lima, capital de Perú, a los dieciocho días del mes de marzo del año mil novecientos setenta y seis.

FIRMAS:

Las mismas que figuran en las páginas 192 a 195.[1]

[1] Pages 610–613 herein. [Footnote added by the Department of State.]

Having examined and considered the provisions of the Additional Protocol to the Constitution of the Postal Union of the Americas and Spain, signed at Lima on the 18th day of March, 1976, which amends the Constitution of the Postal Union of the Americas and Spain, signed at Santiago on the 26th day of November, 1971, and having examined and considered those Acts of the Postal Union of the Americas and Spain comprising the General Regulations, the Convention (including its Final Protocol and Detailed Regulations), the Postal Parcels Agreement (including its Final Protocol and Detailed Regulations), the Regulations of the International Office, and the Regulations of the Transfer Office, signed at Lima on the 18th day of March, 1976, which abrogate and supersede the corresponding Acts of the Postal Union of the Americas and Spain, signed at Santiago on the 26th day of November, 1971, the same are by me, by virtue of the powers vested by law in the United States Postal Service and delegated by its Board of Governors to the Postmaster General, hereby concluded, with the consent of the President of the United States of America.

In witness whereof, I have caused the seal of the United States Postal Service to be hereto affixed this 23d day of October, 1978.

W F BOLGER

[SEAL] William F. Bolger
Postmaster General

I hereby approve the aforementioned Additional Protocol to the Constitution of the Postal Union of the Americas and Spain, General Regulations, Convention, Postal Parcels Agreement, Regulations of the International Office, and Regulations of the Transfer Office, and in testimony thereof have caused the seal of the United States of America to be hereto affixed.

By the President:

[SEAL] JIMMY CARTER

WASHINGTON, D.C.,
November 16, 1978.

CYRUS VANCE
Secretary of State

Having examined and considered the provisions of the Postal Money Orders Agreement (including its Final Protocol), one of the Acts of the Postal Union of the Americas and Spain, signed at Lima on the 18th day of March, 1976, revising the Postal Money Orders Agreement (including its Final Protocol), which was signed at Santiago on the 26th day of November, 1971, the same is by me, by virtue of the powers vested by law in the United States Postal Service and delegated by its Board of Governors to the Postmaster General, hereby ratified.

In witness whereof, I have caused the seal of the United States Postal Service to be hereto affixed this 23d day of October, 1978.

W F BOLGER

[SEAL]

William F. Bolger
Postmaster General

BELGIUM

Air Transport Services

Agreement amending the agreement of April 5, 1946, as amended.
Effected by exchange of notes
Signed at Brussels December 12 and 14, 1978;
Entered into force December 14, 1978.

The American Ambassador to the Belgian Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 89 BRUSSELS, *December 12, 1978*

EXCELLENCY:

I have the honor to refer to the Air Transport Negotiations which took place in Washington November 6 through 8, 1978 between representatives of our two governments. These Negotiations resulted in ad referendum agreements that are recorded in the Protocol between the Government of the United States and the Government of Belgium relating to air transport, initialed on November 8, 1978 by the Chairmen of the respective delegations.

I propose to Your Excellency that this Note and the reply thereto expressing your Government's concurrency shall constitute an agreement between our two governments to implement the terms of the aforesaid Protocol, which shall enter into force on the date of Your Excellency's Note of Reply.

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

ANNE COX CHAMBERS

[SEAL]

His Excellency
HENRI SIMONET,
Minister of Foreign Affairs,
Brussels.

The Belgian Minister of Foreign Affairs to the American Ambassador

1000 BRUXELLES, le December 14th, 1978
rue Quatre Bras, 2 – Tél : 513 62 40

12-12-1978

MINISTERE DES AFFAIRES ETRANGERES,
DU COMMERCE EXTERIEUR ET DE LA
COOPERATION AU DEVELOPPEMENT

B 20-94-620-00402

Your Excellency,

I have the honour to acknowledge receipt of Your Excellency's letter of December 12th, 1978, No 89, which reads as follows :

"Excellency :
" I have the honor to refer to the Air Transport "Negotiations which took place in Washington November "6 through 8, 1978 between representatives of our two "governments. These Negotiations resulted in ad "referendum agreements that are recorded in the "Protocol between the Government of the United States "and the Government of Belgium relating to air transport, "initialed on November 8, 1978 by the Chairmen of the "respective delegations.
" I propose to Your Excellency that this Note and the "reply thereto expressing your Government's concurrency "shall constitute an Agreement between our two governments "to implement the terms of the aforesaid Protocol, which "shall enter into force on the date of Your Excellency's "Note of Reply.
" I avail myself of this opportunity to renew to your "Excellency the assurances of my highest consideration."

In reply I have the honour to inform Your Excellency that the Government of the Kingdom of Belgium concurs in the terms of the aforesaid Protocol which

Her Excellency
Mrs Anne COX CHAMBERS,
Ambassador of the United States
of America,
Brussels.

accordingly agrees to regard Your Excellency's note and this reply as constituting an Agreement between our two Governments.

I take this opportunity to renew to Your Excellency the expression of my highest consideration.

The Minister of Foreign Affairs,

H. SIMONET

PROTOCOL
BETWEEN THE GOVERNMENT OF THE UNITED STATES
OF AMERICA AND THE GOVERNMENT OF BELGIUM
RELATING TO AIR TRANSPORT

The Government of the United States of America and the Government of Belgium;

Recognizing that both scheduled and charter air transportation are important to the consumer interest and are essential elements of a healthy international air transport system;

Recognizing the relationship between scheduled and charter air services and the need for continued development of a total air service system which caters to all segments of demand and provides a wide and flexible range of air services;

Desiring to promote an international aviation system based on competition among airlines in the marketplace with minimum governmental regulation;

Intending to make it possible for airlines to offer the traveling and shipping public low-fare competitive services and increased opportunities for charter air services; and

Agreeing that cargo operations between their countries should be conducted in a deregulated environment;

Have agreed to this Protocol relating to the Air Services Agreement, signed at Brussels on April 5, 1946;[1] the 1972 Memorandum of Understanding on Passenger Charter Air Services;[2] and the 1977 Exchange of Notes Amending the 1946 Agreement and Extending the 1972 Memorandum of Understanding.[3]

ARTICLE 1

Definitions

As used in this Protocol:

(1) "Agreement" means the Agreement between the Government of the United States of America and the Government of Belgium Relating to Air Services signed at Brussels on April 5, 1946, including its attached Annex and Schedule, as amended by an exchange of notes signed at Brussels on October 24 and November 16, 1977.

(2) "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on December 7, 1944.[4]

(3) "Memorandum of Understanding" means the Memorandum of Understanding Between the United States of America and Belgium on Passenger Charter Air Services signed at Brussels on October 17, 1972, as amended and extended by an exchange of notes signed at Brussels on October 24 and November 16, 1977.

[1] TIAS 1515; 60 Stat 1585.
[2] TIAS 7479, 8618; 23 UST 2921; 28 UST 5187.
[3] TIAS 8923; 29 UST 2027.
[4] TIAS 1591, 3756, 6605, 6681, 7616, 8092, 8162; 61 Stat. 1180; 8 UST 179; 19 UST 7693; 20 UST 718; 24 UST 1019; 26 UST 1061, 2374.

ARTICLE 2

Designation and Authorization

(1) Each Party shall have the right to designate an airline or airlines for the purpose of exercising the rights granted by the Agreement, as amended by Article 3 of this Protocol, and by Article 4 of this Protocol. Each Party shall have the right to withdraw, alter or amend such designations and may designate as many airlines as it wishes for any market covered by these Articles.

(2) Any airline or airlines of a Party whose designation allows the exercise of scheduled air service rights shall be permitted to exercise those rights on the routes specified in the Schedule attached to the Agreement, as amended by Article 3 of this Protocol.

(3) Any airline or airlines of a Party whose designation allows the exercise of the charter air service rights specified in Article 4 of this Protocol shall be permitted to exercise those rights in accordance with the rules specified in that Party's designation for the carriage of international charter traffic from its territory on a oneway or roundtrip basis, or in accordance with any waivers of such rules granted for appropriate reasons. Those rules shall be the charterworthiness rules of the country where the traffic originates,now or hereafter published by the aeronautical authorities of each Party pursuant to its statutory requirements for scheduled and charter services.

In addition, airlines of one Party may also operate charters originating in the territory of the other Party in compliance with the charterworthiness rules of the first Party.

(4) When the charterworthiness rules of one Party apply more restrictive terms, conditions or limitations to one or more of its designated airlines, the designated airlines of the other Party shall be subject to the least restrictive of such terms, conditions or limitations. Moreover, if the aeronautical authorities of either Party promulgate charterworthiness rules applicable to North Atlantic services which have different conditions for different destination countries, each Party shall apply the most liberal of such conditions as well to charter air services between the United States and Belgium.

(5) Designated airlines shall be granted appropriate operating permission without undue delay in accordance with this Article and Article II of the Agreement.

ARTICLE 3

Routes for Scheduled Air Services

(1) The Schedule attached to the Agreement is amended to read, in its entirety, as follows:

"1. An airline or airlines designated by the Government of the United States shall be entitled to

operate scheduled air services on the following route, in both directions, and to make scheduled landings at the following points:

> The United States via intermediate points to Belgium and beyond to any point or points outside Belgium, including points in the United States, without geographical or directional limitation.

"2. An airline or airlines designated by the Government of Belgium shall be entitled to operate scheduled air services on the following routes, in both directions, and to make scheduled landings at the following points:

> (a) From Belgium via intermediate points to Atlanta, New York City, and three additional points in the United States, and beyond to any point or points in Canada and/or Mexico. [1]
>
> (b) From Belgium via intermediate points to any point or points in the United States and beyond to any point or points in Canada and/or Mexico. This route is authorized for all-cargo services only. [2]

1/ For operations beyond the United States, traffic rights are granted only for the segment between Mexico City and one point in the United States to be designated by the Belgian Government through diplomatic channels.

Two of the three additional U.S. points to be served by Belgian airlines may be served immediately upon the effective date of this Protocol and upon designation of the points by the Belgian Government through diplomatic channels. The third point may be served upon signing of the agreement provided for in Article 15 of this Protocol and upon designation of the point by the Belgian Government through diplomatic channels.

2/ For operations beyond the United States, traffic rights are granted only for the segment between Mexico City and the one point in the United States designated by the Belgian Government through diplomatic channels for service on route (a), above. However, the operating flexibility granted in paragraph 3 shall apply with respect to points in Canada (i.e. on all-cargo flights serving a point in Canada as both an intermediate and beyond point with one landing, the Canadian point shall be considered as an intermediate with full traffic rights).

[Footnotes in the original.]

"3. Each designated airline may, on any or all flights and at its option, operate flights in either or both directions; serve points on the routes in any combination and in any order; and omit stops at any point or points without loss of any right to uplift or discharge traffic otherwise permissible under this Schedule, provided the service begins and/or terminates in the territory of the Party designating the airline.

"4. On any segment or segments of the routes described in paragraphs 1 and 2 of this Schedule, a designated airline may operate air services without any limitation as to change in number or type of aircraft operated."

(2) Pending the incorporation of this Protocol into an amended air transport agreement that has received all necessary approvals, paragraph (1) of this Article shall be effective as long as both Parties are observing all provisions of the Protocol. If the foregoing proviso is not satisfied, the routes for US and Belgian designated airlines shall be that set forth in the Schedule to the Agreement as it was effective prior to the signing of the Protocol.

(3) Sections VI and VII of the Annex attached to the Agreement are hereby rescinded.

ARTICLE 4

Grant of Rights for Charter Air Services

(1) Each Party grants to the other Party the right for the designated airlines of that other Party to uplift and discharge international charter traffic in passengers (and their accompanying baggage) or in cargo or in combination, at any point or points in the territory of the first Party for carriage between such points and any point or points in the territory of the other Party, either directly or with stopovers at points outside the territory of either Party or with carriage of stopover or transiting traffic to points beyond the territory of the first Party.

(2) Charter traffic carried by an airline of one Party and originating in or destined for a third country behind the territory of that Party without a stop-over in the home territory of that airline of at least two consecutive nights shall not be covered by this Protocol. However, each Party shall continue to extend favorable consideration to applications by designated airlines of the other Party to carry such traffic on the basis of comity and reciprocity.

(3) The Memorandum of Understanding is hereby rescinded.

ARTICLE 5

Fair Competition

(1) Each Party shall allow a fair opportunity for the designated airline of both Parties to compete in providing the international air transportation services covered by this Protocol.

(2) Neither Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the designated airlines of the other Party, except as may be required for customs, technical, operational or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

(3) Neither Party shall impose a first-refusal requirement, uplift ratio, no-objection fee, or any other requirement with respect to capacity, frequency or traffic inconsistent with the purposes of this Protocol.

(4) Each Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competitive practices affecting the airlines of the other Party.

(5) Section IV(b), (c) and (d) of the Annex to the Agreement are hereby rescinded.

ARTICLE 6

Pricing

(1) As used in this Article, "price" means the fare, rate, or price and its conditions or terms of its availability charged or to be charged by an airline for the public transport of passengers, baggage and cargo (excluding mail).

(2) Each Party shall allow prices subject to this Protocol to be established by each airline based upon commercial considerations in the marketplace, and intervention by the Parties shall be limited to (a) prevention of predatory or discriminatory prices or practices; (b) protection of consumers from prices that are unduly high or restrictive due to the abuse of a dominant position; and (c) protection of airlines from prices that are artificially low because of direct or indirect governmental subsidy or support.

(3) Each Party may require notification or filing with its aeronautical authorities of prices proposed to be charged by airlines of the other Party to or from its territory. If either Party chooses to require a notification or filing of prices, such requirement shall not discriminate among the airlines of either Party or with respect to airlines of third countries. Such notification or filing may be required no more than forty-five (45) days before the proposed

date of effectivenss in the case of passenger prices, and no more than sixty (60) days before the proposed date of effectiveness in the case of cargo prices. Each Party shall permit notifications or filings on shorter notice than set forth above when necessary to enable airlines to respond on a timely basis to competitive offerings. Neither Party shall require the notification or filing by airlines of the other Party or by airlines of third countries of prices charged by charterers to the public for traffic originating in the territory of that other Party.

(4) If either Party believes that a price proposed or charged by an airline of either Party or by an airline of a third country for the carriage of international traffic between the territories of the Parties, or a price proposed or charged by an airline of one Party for the carriage of international traffic between the territory of the other Party and a third country, including prices for the carriage of traffic carried on an interline or intra-line basis via intermediate points, is inconsistent with the considerations set forth in paragraph (2) of this Article, it shall request consultations and notify the other Party of the reasons for its dissatisfaction as soon as possible. Consultations shall be held not later than 30 days after receipt of the request, and the Parties shall cooperate in securing information necessary for reasoned resolution of pricing consultations.

(5) Neither Party shall take unilateral action to prevent the inauguration or continuation of a price charged or proposed to be charged by an airline of either Party or by an airline of a third country for the carriage of international traffic between the territories of the Parties, or a price proposed or charged by an airline of one Party for the carriage of international traffic between the territory of the other Party and a third country. If the Parties reach agreement with respect to a price for which a notice of dissatisfaction is given pursuant to paragraph (4) of this Article, each Party shall use its best efforts to put such agreement into effect. Without mutual agreement, that price shall go into effect or continue in effect.

(6) Notwithstanding the provisions of paragraphs (3) and (5) of this Article, each Party shall allow any airline of either party or any airline of a third country to meet on a timely basis, using short-notice filing procedures if necessary, any lower or more competitive price proposed or charged by any airline or charterer for the carriage of international traffic between the territories of the Parties. The same obligation shall also apply with respect to prices of the airlines of the other Party for the carriage of international traffic between the territory of the first Party and a third country. For purposes of this Article, the term "meet" includes the right to establish (a) an

identical or similar price on a direct, intra-line or interline routing, notwithstanding differences in conditions relating to routing, roundtrip requirements, connections or aircraft type, or (b) such price through a combination of prices.

(7) Section V of the Annex to the Agreement and paragraph 5 of the Protocole de Signature to the Agreement are hereby rescinded.

ARTICLE 7

Commissions

The airlines of one Party may be required to file with the aeronautical authorities of the other Party the level or levels of commissions and all other forms of compensation to be paid or provided by such airline, in any manner or by any device, directly or indirectly, to or for the benefit of any person (other than its own employees) for the sale of air transportation originating in the territory of the other Party.

ARTICLE 8

Flight or Program Approvals

(1) Each Party shall minimize the administrative burdens of filing requirements and procedures on passenger or cargo charterers and designated airlines of the other Party.

(2) A designated airline of one Party proposing to carry charter traffic originating in the territory of the other Party shall comply with the applicable rules of the other Party. The airlines of one Party may also operate charters originating in the territory of the other Party in compliance with the rules of the first Party.

(3) Neither Party shall require a designated airline of the other Party, in respect of the carriage of charter traffic originating in the territory of that other Party, to submit more than a declaration of conformity with the rules applicable to charter traffic of that other Party or of a waiver of those rules granted by the aeronautical authorities of that other Party.

(4) Notwithstanding paragraph (3) above, each Party may require that a designated airline of the other Party provide such advance information with regard to flights as is essential for customs, airport, and air traffic control purposes.

(5) Designated airlines shall comply with established procedures in regard to airport slotting and shall provide prior notification of flights or series of flights to the relevant authorities if so required.

(6) Neither Party shall require prior approval of flights or notifications of information relating thereto by designated airlines of the other Party, except as provided in paragraphs (2), (4) and (5) above.

ARTICLE 9

Enforcement

(1) The Party in whose territory the traffic originates shall have the exclusive jurisdiction for the enforcement of its rules and regulations.

(2) The Parties shall cooperate with each other on enforcement matters.

(3) Each Party may take such steps as it considers necessary to regulate the conduct of its own airlines, charterers, travel organizers, agents, forwarders, or shippers offering or organizing services covered by this Protocol. However, such regulations shall not preclude or limit the power of the other Party to regulate, within its territory and pursuant to its domestic laws, the conduct of such organizations or individuals of the first Party.

ARTICLE 10

Commercial Operations

(1) The airlines of one Party shall have the right to establish offices in the territory of the other Party for the promotion and sale of their services.

(2) The designated airline or airlines of one Party shall have the right, in accordance with the laws and regulations relating to entry, residence and employment of the other Party, to bring in and maintain in the territory of the other Party their own managerial, technical, operational and other specialist staff who are required to support the provision of air services.

(3) Each designated airline may perform its own ground handling in the territory of the other Party ("self-handling") or, at its option, select among competing agents for such services. These rights shall be subject only to physical constraints resulting from considerations of airport safety. Where such considerations preclude self-handling, ground services shall be available on an equal basis to all airlines; charges shall be based on the costs of services provided; and such services shall be comparable to the kind and quality of services if self-handling were possible.

(4) Each Party grants to each designated airline of the other Party the right to engage in the sale of air transportation in its territory directly and, at the airline's discretion, through its agents. In the case of charter services, however, such sales shall be subject to the applicable respective rules on a non-discriminatory basis. Any airline shall be free to sell such transportation in the currency of that territory or in freely convertible currencies of other countries. These rights shall, however, be available only to the extent authorized by the authorities of the country of the airline concerned.

(5) Each designated airline shall have the right to convert and remit to its country on demand local revenues in excess of sums locally disbursed. Conversion and remittance shall be permitted without restrictions or remittance taxation at the rate of exchange applicable to current transactions and remittance.

ARTICLE 11

User Charges

(1) User charges imposed by the competent charging authorities on the designated airlines of the other Party shall be just, reasonable, and non-discriminatory.

(2) User charges imposed upon the designated airlines of the other Party may reflect, but shall not exceed, an equitable portion of the full economic cost to the competent charging authorities of providing the airport, air navigation, and aviation security facilities and services. Facilities and services for which charges are made shall be provided on an efficient and economic basis. Reasonable notice shall be given prior to changes in user charges. Each Party shall encourage consultations between the competent charging authorities in its territory and airlines using the services and facilities, and shall encourage the competent charging authorities and the airlines to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges.

ARTICLE 12

Aviation Security

The Parties, recognizing their responsibilities under the Convention to develop international civil aviation in a safe and orderly manner, reaffirm their grave concern about acts or threats against the security of aircraft, which jeopardize the safety of persons or property, adversely affect the operation of air transportation, and undermine public confidence in the safety of civil aviation. To this end, each Party:

(a) reaffirms its commitment to act under and consistently with the provisions of the Convention on Offenses and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on September 14, 1963,[1] the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on December 16, 1970,[2] and the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, signed at Montreal on September 23, 1971;[3]

(b) shall require that operators of aircraft of its registry act consistently with applicable aviation security provisions established by the International Civil Aviation Organization; and

(c) shall provide maximum aid to the other Party with a view to preventing unlawful seizure of aircraft, sabotage to aircraft, airports, and air navigation facilities, and

[1] TIAS 6768; 20 UST 2941.
[2] TIAS 7192; 22 UST 1641.
[3] TIAS 7570; 24 UST 564.

threats to aviation security; give sympathetic consideration to any request from the other Party for special security measures for its aircraft or passengers to meet a particular threat; and, when incidents or threats of hijacking or sabotage against aircraft, airports or air navigation facilities occur, assist the other Party by facilitating communications intended to terminate such incidents rapidly and safely.

(d) may request consultations concerning the safety and security standards maintained by the other Party relating to aeronautical facilities, aircrew, aircraft, and operation of the designated airlines. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety and security standards and requirements in these areas that are equal to or above the minimum standards which may be established pursuant to the Convention, the other Party shall be notified of such findings and the steps considered necessary to bring the safety and security standards and requirements of the other Party to standards at least equal to the minimum standards which may be established pursuant to the Convention; and the other Party shall take appropriate corrective action. Each Party reserves the right to withhold, revoke, or limit the operating authorization or technical permission of an airline or airlines designated by the other Party in the event the other Party does not take such appropriate action within a reasonable time.

ARTICLE 13

Surface Transportation

Notwithstanding any other provision of the Agreement or of this Protocol, the airlines and charterers of both Parties shall be permitted to employ any surface transportation that is incidental to international air transportation, provided that passengers or shippers are not misled as to the facts concerning such transportation.

ARTICLE 14

Multilateral Agreement

If a multilateral agreement concerning charter air transportation accepted by both Parties enters into force, the Agreement and this Protocol shall be amended so as to conform with the provisions of the multilateral agreement.

ARTICLE 15

Revision of Agreement

Consultations shall be scheduled at an early date for the purpose of concluding within six months a new air transport agreement governing all types of air services which would incorporate the provisions of this Protocol and would update provisions on other aspects of the Agreement.

ARTICLE 16

Entry into Force

This Protocol shall enter into force upon an exchange of notes through diplomatic channels.

Initialled at Washington, in duplicate, this 8th day of November, 1978.

[1]

For the Government of the United States of America

[2]

For the Government of Belgium

[1] James R. Atwood.
[2] Edouard Grandry.

JAPAN

Mutual Defense Assistance: Cash Contribution by Japan

Agreement relating to the agreement of March 8, 1954.
Effected by exchange of notes
Signed at Tokyo July 21, 1978;
Entered into force July 21, 1978.

千九百七十八年七月二十一日に東京で

日本国外務大臣

園田直

アメリカ合衆国特命全権大使

マイケル・J・マンスフィールド閣下

案する光栄を有します。

昭和五十三年四月一日から昭和五十四年三月三十一日までの日本国の会計年度において日本国政府が提供すべき金銭負担の額は、同年度に同政府が使用に供する金銭以外のものによる負担を考慮に入れて、九千七百五十五万一千円（九七、五五一、〇〇〇円）を超えないものとする。

本大臣は、更に、この書簡及びアメリカ合衆国政府に代わつて前記の取極を確認される閣下の返簡が両政府間の合意を構成するものとみなし、その合意が閣下の返簡の日付の日に効力を生ずることを提案する光栄を有します。

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。

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、千九百五十四年三月八日に東京で署名された日本国とアメリカ合衆国との間の相互防衛援助協定に言及する光栄を有します。

同協定第七条2は、日本国政府が、同協定の実施に関連するアメリカ合衆国政府の行政事務費及びこれに関連がある経費として、アメリカ合衆国政府に随時円資金を提供すべきことを定めています。[1]

また、同協定附属書G3は、日本国の毎会計年度において日本国政府が提供すべき金銭負担としての日本円の価額については、同政府が使用に供する金銭以外のものによる負担を考慮に入れた上、両政府の間で合意すべきことを定めています。

よつて、本大臣は、日本国の昭和五十三会計年度における前記の金銭負担の額に関し、次の取極を日本国政府に代わつて提

[1] For the English language translation, see pp. 644–645.

The American Ambassador to the Japanese Minister for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 506 Tokyo, July 21, 1978

Excellency:

I have the honor to acknowledge the receipt of Your Excellency's Note of today's date, which reads as follows:

"I have the honor to refer to the Mutual Defense Assistance Agreement between Japan and the United States of America signed at Tokyo on March 8, 1954.[1]

Article VII, paragraph 2 of the Agreement provides that the Government of Japan will make available, from time to time, to the Government of the United States of America funds in yen for the administrative and related expenses of the latter Government in connection with carrying out the Agreement.

Paragraph 3 of Annex G of the Agreement provides that, in consideration of the contributions in kind to be made available by the Government of Japan, the amount of yen to be made available as a cash contribution by the Government of Japan for any Japanese fiscal year shall be as agreed upon between the two Governments.

Accordingly, I have the honor to propose on behalf of the Government of Japan the following arrangements concerning the amount of cash contribution referred to above for the Japanese fiscal year 1978:

His Excellency
Sunao Sonoda
Minister for Foreign Affairs
Tokyo

[1] TIAS 2957, 8943; 5 UST 661; 29 UST 2371.

In consideration of the contributions in kind to be made available by the Government of Japan during the Japanese fiscal year from April 1, 1978 to March 31, 1979, the amount of the cash contribution to be made available by the Government of Japan for the said fiscal year shall not exceed ninety-seven million five hundred and fifty-one thousand yen (¥97,551,000).

I have further the honor to propose that the present Note and Your Excellency's Note in reply confirming on behalf of the Government of the United States of America the foregoing arrangements shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of Your Excellency's reply.

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

I have further the honor to confirm on behalf of the Government of the United States of America the foregoing arrangements and to agree that Your Excellency's Note and this Note shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of this reply.

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

Michael Mansfield [1]

[1] Michael Mansfield.

PORTUGAL

Basic Sanitation

Agreement signed at Lisbon August 13, 1976;
Entered into force August 13, 1976.

Dated: August 13, 1976

LOAN AGREEMENT
BETWEEN THE
GOVERNMENT OF PORTUGAL
AND THE
UNITED STATES OF AMERICA
FOR
BASIC SANITATION

A.I.D. Loan No. 150-Z-007

Loan agreement dated the 13th August, 1976 between the GOVERNMENT OF PORTUGAL ("Borrower") and the UNITED STATES OF AMERICA, acting through the AGENCY FOR INTERNATIONAL DEVELOPMENT ("A.I.D.").

ARTICLE I

The Loan

SECTION 1.01. The Loan. A.I.D. agrees to lend to the Borrower pursuant to the Foreign Assistance Act of 1961, as amended, [1] an amount not to exceed eight million United States dollars ($8,000,000) ("Loan") to assist the Borrower in carrying out the Project referred to in Section 1.02. The Loan shall be used exclusively to finance the costs of goods and services required for the Project. The aggregate amount of disbursements under the Loan is hereinafter referred to as "Principal".

SECTION 1.02. The Project. The "Project" shall consist of the construction and start-up of water supply and/or sewerage handling systems in approximately twenty-five (25) locations throughout Portugal. The implementing agency will be the Borrower's Directorate General of Basic Sanitation (DGSB). The project is more fully described in Annex A attached hereto, which Annex may be modified by mutual agreement in writing.

ARTICLE II

Loan Terms

SECTION 2.01. Interest. The Borrower shall pay to A.I.D. interest which shall accrue at the rate of five percent (5%) per annum on the outstanding balance of Principal and on any due and unpaid interest. Interest on the outstanding balance shall accrue from the date of each respective disbursement as such date is defined in Section 6.03, and shall be computed on the basis of a 365-day year. Interest shall be payable semiannually. The first payment of interest shall be due and payable no later than six (6) months after the first disbursement, on a date to be specified by A.I.D.

SECTION 2.02. Repayment. The Borrower shall repay to A.I.D. the Principal within twenty-five (25) years from the date of the first disbursement hereunder in forty-one (41) approximately equal semiannual installments of Principal and interest. The first installment of Principal shall be payable four and one-half (4½) years after the date on which the first interest payment is due in accordance with Section 2.01. A.I.D. shall provide the Borrower with an amortization schedule in accordance with this Section after the final disbursement under the Loan.

SECTION 2.03. Application Currency and Place of Payment. All payments of interest and Principal hereunder shall be made in

[1] 75 Stat. 424; 22 U.S.C. § 2151 note. [Footnote added by the Department of State.]

United States dollars and shall be applied first to the payment of interest due and then to the repayment of Principal. Except as A.I.D. may otherwise specify in writing, all such payments shall be made to the Controller, Agency for International Development, Washington, D.C., U.S.A., and shall be deemed made when received by the Office of the Controller.

SECTION 2.04. Prepayment. Upon payment of all interest and refunds then due, the Borrower may prepay, without penalty, all or any part of the Principal. Any such prepayment shall be applied to the installments of Principal in the inverse order of their maturity.

SECTION 2.05. Renegotiation of the Terms of the Loan. The Borrower agrees to negotiate with A.I.D. at such time or times as A.I.D. may request, an acceleration of the repayment of the Loan in the event that there is any significant improvement in the internal and external economic and financial position and prospects of the country of the Borrower.

ARTICLE III

Conditions Precedent to Disbursement

SECTION 3.01. Conditions Precedent to Any Disbursement. Prior to the first disbursement under the Loan, the Borrower shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.

(a) An opinion of the Attorney General (Procurador Geral da Républica) of Portugal or of other counsel acceptable to A.I.D. that this agreement has been duly authorized or ratified by, and executed on behalf of, the Borrower, and that it constitutes a valid and legally binding obligation of the Borrower in accordance with all of its terms;
(b) A statement of the names of the persons holding or acting in the office of the Borrower specified in Section 8.02, and a specimen signature of each person specified in such statement;
(c) A description of the arrangements, including the terms and conditions, under which disbursements under the Loan will be made available by the Borrower to the DGSB and by the DGSB to any other institution, for implementation of the Project;
(d) A time-phased implementation plan for carrying out the Project, including Construction Schedules and a Financial Plan for the subprojects identified in Annex A.
(e) A description of standards, criteria and procedures under the Project, for (i) selection and approval of subprojects and (ii) contracting for construction and engineering services;
(f) Evidence that Borrower has established a segregated fund ("Project Fund") for financing sub-projects identified in Annex A.

SECTION 3.02. Terminal Dates of Meeting Conditions Precedent to Disbursement. If all the conditions specified in Section 3.01 shall not have been met within ninety (90) days from the date of this Agreement, or such later date as A.I.D. may agree in writing, A.I.D., at its option, may terminate this Agreement by giving written notice to the Borrower. Upon giving such notice, this Agreement and all obligations of the parties hereunder shall terminate.

SECTION 3.03. Notification of Meeting of Conditions Precedent to Disbursement. A.I.D. shall notify the Borrower upon determination by A.I.D. that the Conditions Precedent to disbursement specified in Section 3.01 have been met.

ARTICLE IV

General Covenants and Warranties

SECTION 4.01. Execution of the Project.

(a) The Borrower, through the DGSB, shall carry out the Project with due diligence and efficiency, and in conformity with sound engineering, construction, financial, technical and administrative practices.
(b) Borrower shall cause the Loan funds to be administered in conformity with the terms and conditions of this Agreement, and in such manner as to facilitate the success of the Project.
(c) Borrower shall cause the Project to be carried out in conformity with all of the plants, specifications, contracts, schedules, and other arrangements, and with all modifications thereto, agreed upon by A.I.D. pursuant to this Agreement.

SECTION 4.02. Funds and Other Resources to be Provided by Borrower. The Borrower shall provide promptly as needed all funds in addition to those made available under the Loan and all other resources needed for the effective carrying out of the Project.

SECTION 4.03. Continuing Consultation. The Borrower and A.I.D. shall cooperate fully to assure that the purpose of the Loan will be accomplished. To this end, the Borrower and A.I.D. shall from time to time, at the request of either party, exchange views through their representatives with regard to the progress of the Project, the performance by the Borrower of its obligations under this Agreement, and other matters relating to the Project.

SECTION 4.04. Taxation. This Agreement, the Loan and any evidence of indebtedness issued in connection herewith shall be free from, and the Principal and interest shall be paid without deduction for and free from, any taxation or fees imposed under the laws in effect within the country of the Borrower. As, and to the extent that any transaction or property financed hereunder is not exempt from separately identifiable taxes, tariffs, or duties and other levies imposed under laws in

effect in the country of the Borrower, the Borrower shall make certain that payments which shall be financed under this Agreement shall be destined for payments of goods and services and not for the payment of such taxes, tariffs, or duties. Otherwise, the Borrower shall reimburse the same under Section 7.06 of this Agreement with funds other than those provided under the loan.

SECTION 4.05. Utilization of Goods and Services.

(a) Goods and services financed under the Loan shall be used exclusively for the project except as A.I.D. may otherwise agree in writing.
(b) Except as A.I.D. may otherwise agree in writing, no goods or services financed under the Loan shall be used to promote or assist any foreign aid project or activity associated with or financed by any country other than the United States.

SECTION 4.06. Maintenance and Audit of Records. The Borrower shall maintain, or cause to be maintained, in accordance with sound accounting principles and practices consistently applied, books and records relating to the Project and to this Agreement. Such books and records shall, without limitation, be adequate to show:

(a) The receipt of and use made of funds disbursed pursuant to this agreement;
(b) The nature and extent of solicitations of prospective suppliers of goods and services required;
(c) The basis of the award of contracts and orders to successful bidders; and
(d) The progress of the project.

Such books and records shall be regularly audited, in accordance with sound auditing standards, for such period and at such intervals as A.I.D. may require, and shall be maintained for five years after the date of the last disbursement by A.I.D. or until all sums due A.I.D. under this Agreement have been paid, whichever date shall first occur.

SECTION 4.07. Reports. The Borrower shall furnish to A.I.D. such information and reports relating to the Loan and to the Project financed hereunder as A.I.D. may request in order to verify accomplishment of the Project.

SECTION 4.08. Inspections. The authorized representatives of A.I.D. shall upon application to the Borrower have the right at all reasonable times to inspect the Project, and the books, records and other documents relating to the Project financed hereunder and the Loan in order to verify accomplishment of the Project. The Borrower shall cooperate with A.I.D. to facilitate such inspections.

ARTICLE V

Procurement

SECTION 5.01. Source of Procurement. Except as A.I.D. may otherwise agree in writing, disbursements made pursuant to Section 6.01

shall be used exclusively to finance the procurement for the Project of goods and services having their source and origin in Portugal or the United States.

SECTION 5.02. Eligibility Date. Except as A.I.D. may otherwise agree in writing, only goods and services which are contracted for on or after March 1, 1976 will be financed under the Loan.

SECTION 5.03. Reasonable Price. Prices paid for any goods and services financed in whole or in part, under the Loan shall not exceed those generally prevailing in the national market.

ARTICLE VI

Disbursements

SECTION 6.01. Disbursements. Upon satisfaction of the Conditions Precedent set forth in Section 3.01 and upon request by the Borrower, A.I.D. will make disbursements under the Loan to the Project Fund in accordance with procedures and documentation requirements set forth below, and in Implementation Letters to be provided to Borrower. Such disbursements shall consist of the following, except as A.I.D. and the Borrower otherwise agree in writing.

(a) An initial disbursement equivalent to seventy-five percent (75%) of advances actually made by Borrower to construction contractors for materials delivered to subproject sites, provided that Borrower has given to A.I.D. acceptable evidence of (i) such actual advances and (ii) satisfactory quality of materials procured for construction; and

(b) A second disbursement equivalent to seventy-five percent (75%) of agreed construction costs (as defined in Implementation Letter No. 1) actually spent by Borrower in construction of, or procurement in connection with construction of, eligible subprojects listed in Annex A, up to the fixed amount limit agreed upon for each eligible subproject, less initial disbursements made for any subproject pursuant to subsection as above, and provided that Borrower has given to A.I.D. acceptable evidence of (i) such actual expenditures and (ii) satisfactory construction and quality of goods procured for construction; and

(c) Additional quarterly disbursements equivalent to seventy-five percent (75%) of agreed construction costs actually spent by Borrower in the preceding quarter in construction of, or procurement of materials in connection with construction of, eligible schools listed in Annex A, up to the fixed amount limit agreed upon for each eligible school, provided that Borrower has given to A.I.D. acceptable evidence of (i) such actual expenditures and (ii) satisfactory construction and quality of goods procured for construction; and

(d) Additional quarterly disbursements equivalent to seventy-five percent (75%) of agreed construction costs actually spent by

Borrower in the preceding quarter in construction of eligible schools listed in Annex A, up to the fixed amount limit agreed upon for each eligible school, provided that for each disbursement, Borrower has given A.I.D. acceptable evidence of the type required in subsection (a), above, and in addition provides acceptable evidence of timely and current contribution of Borrower's share pursuant to the Financial Plan, and such other funds as are required for the Project.

Disbursements in accordance with the terms of this Agreement shall be made in United States dollars. The number of dollars to be disbursed shall be calculated at the time of each disbursement by dividing the number of Portuguese escudos which Borrower and A.I.D. agree are eligible for reimbursement by the highest rate of exchange at which A.I.D. could legally purchase escudos in Portugal on the day of disbursement.

SECTION 6.02. Other Forms of Disbursement. Disbursement of the Loan may also be made through such other means as the Borrower and A.I.D. may agree in writing.

SECTION 6.03. Date of Disbursement. Disbursements by A.I.D. shall be deemed to occur, in the case of disbursements pursuant to Section 6.01, on the date on which A.I.D. disburses the escudos to the Borrower or to its designee, and in the case of disbursements pursuant to Section 6.02, on the date on which A.I.D. makes a disbursement to the Borrower, to its designee, or to a banking institution pursuant to a Letter of Commitment.

SECTION 6.04. Terminal Date for Disbursement. Except as A.I.D. may otherwise agree in writing, no disbursements shall be made against documentation received by A.I.D. after December 31, 1978. A.I.D. at its option may at any time or times after December 31, 1978 reduce the Loan by all or any part hereof for which documentation was not received by such date.

ARTICLE VII

Cancellation and Suspension

SECTION 7.01. Cancellation by the Borrower. The Borrower may, by written notice to A.I.D., cancel any part of the Loan (i) which, prior to the giving of such notice, A.I.D. has not disbursed or committed itself to disburse, or (ii) which has not been utilized through the issuance of irrevocable Letters of Credit.

SECTION 7.02. Events of Default; Acceleration. If any one or more of the following events ("Events of Default") shall occur:

(a) The Borrower shall have failed to pay when due any interest or installment of Principal required under this Agreement;
(b) The Borrower shall have failed to comply with any other provision of this Agreement;
(c) The Borrower shall have failed to pay when due any interest or any installment of Principal or any other payment required

under any other loan agreement, any guaranty agreement, or any other agreement between the Borrower or any of its agencies and A.I.D. or any of its predecessor agencies;

then A.I.D. may, at its option, give to the Borrower notice that all or any part of the unrepaid Principal shall be due and payable sixty (60) days thereafter, and, unless the Event of Default is cured within such sixty (60) days:

(i) such unrepaid Principal and any accured interest hereunder shall be due and payable immediately; and
(ii) the amount of any further disbursements made under then outstanding irrevocable Letters of Credit or otherwise shall become due and payable as soon as made.

SECTION 7.03. Suspension of Disbursements. In the event that at any time:

(a) An event of Default has occurred;
(b) An event occurs that A.I.D. determines to be an extraordinary situation that makes it improbable either that the purpose of the Loan will be attained or that the Borrower will be able to perform its obligations under this Agreement; or
(c) Any disbursement would be inconsistent with legislation governing A.I.D.;
(d) The Borrower shall have failed to pay when due any interest or any installment of Principal or any other payment required under any other loan agreement, any guaranty agreement or any other agreement between the Borrower or any of its agencies and the Government of the United States or any of its agencies;

then A.I.D. may at its option:

(i) suspend or cancel outstanding commitment documents to the extent that they have not been utilized through the issuance of irrevocable Letters of Credit or through bank payments made other than under irrevocable Letters of Credit, in which event A.I.D. shall give notice to the Borrower promptly thereafter;
(ii) decline to make disbursements other than under outstanding commitment documents; and
(iii) decline to issue additional commitment documents.

SECTION 7.04. Cancellation by A.I.D. Following any suspension of disbursement pursuant to Section 7.03, if the cause or causes for such suspension shall not have been eliminated or corrected within sixty (60) days from the date of such suspension, A.I.D. may, at its option, at any time or times thereafter, cancel all or any part of the Loan that is not then either disbursed or subject to irrevocable Letters of Credit.

SECTION 7.05. Continued Effectiveness of Agreement. Notwithstanding any cancellation, suspension of disbursement or acceleration

of repayment, the provisions of this Agreement shall continue in full force and effect until the payment in full of all Principal and any accrued interest hereunder.

SECTION 7.06. Refunds.

(a) In the case of any disbursement not supported by valid documentation in accordance with the terms of this Agreement, or of any disbursements not made or used in accordance with the terms of this Agreement, A.I.D., notwithstanding the availability or exercise of any of the other remedies provided under this Agreement, may require the Borrower to refund such amount in United States dollars to A.I.D. within ninety (90) days after receipt of a request therefor. Such amount shall be made available first for the cost of goods and services procured hereunder, to the extent justified; the remainder, if any, shall be applied to the installments of Principal in the inverse order of their maturity and the amount of the Loan shall be reduced by the amount of such remainder. Notwithstanding any other provision in this Agreement, A.I.D.'s right to require a refund with respect to any disbursement under the Loan shall continue for five (5) years following the date of such disbursement.

(b) In the event that A.I.D. receives a refund from any consultant, supplier, or banking institution, or from any other third party connected with the Loan, with respect to goods or services financed under the Loan, and such refund relates to a price above that prevailing in the national market, for goods or services, or to goods or services that were inadequate, A.I.D. shall first make such refund available for the cost of goods or services procured hereunder to the extent justified, the remainder to be applied to the installments of Principal in the inverse order of their maturity and the amount of the Loan shall be reduced by the amount of such remainder.

SECTION 7.07. Expenses of Collection. All reasonable costs incurred by A.I.D., other than salaries of its staff, in connection with the collection of any refund or in connection with amounts due A.I.D. by reason of the occurrence of any of the events specified in Section 7.02 may be charged to the Borrower and reimbursed to A.I.D. in such manner as A.I.D. may specify.

SECTION 7.08. Non-Waiver of Remedies. No delay in exercising or omission the exercise any right, power, or remedy accruing to A.I.D. under this Agreement shall be construed as a waiver of such right, power or remedy or of any other right power or remedy hereunder.

ARTICLE VIII

Miscellaneous

SECTION 8.01. Communications. Any notice, request, document or other communication given, made or sent by the Borrower or A.I.D.

pursuant to this Agreement shall be in writing or by telegram, cable or radiogram and shall be deemed to have been duly given, made or sent to the party to which it is addressed when it shall be delivered to such party by hand or by mail, telegram, cable or radiogram at the following addresses:

To BORROWER:

Mail and Cable Address: Ministro das Finanças
Rua da Alfândega
Lisboa, Portugal

To A.I.D.:

Mail and Cable Address: A.I.D. Representative
Embassy of the United States of America
Lisbon, Portugal

Other addresses may be substituted for the above upon the giving of notice. All notices, requests, communications and documents submitted to A.I.D. hereunder shall be in English, except as A.I.D. may otherwise agree in writing.

SECTION 8.02. Representatives. For all purposes relative to this Agreement, the Borrower will be represented by the individual holding or acting in the office of Ministro das Finanças and A.I.D. will be represented by the individual holding or acting in the office of the A.I.D. Representative, Embassy of the United States of America, Lisbon. Such individual shall have the authority to designate by written notice additional representatives. In the event of any replacement or other designation of a representative hereunder, Borrower shall submit a statement of the representative's name and specimen signature in form and substance satisfactory to A.I.D. Until receipt by A.I.D. of written notice of revocation of the authority conclusive evidence that any action effected by such instrument is duly authorized.

SECTION 8.03. Implementation Letters. A.I.D. shall from time to time issue Implementation Letters that will, with the concurrence of the Borrower, prescribe the procedures applicable hereunder in connection with the implementation of this Agreement.

SECTION 8.04. Promissory Notes. At such time or times as A.I.D. may request, the Borrower shall issue promissory notes or other evidence of indebtedness with respect to the Loan. The above documents shall be in a form, containing terms, and supported by legal opinions as A.I.D. may reasonably request.

SECTION 8.05. Termination Upon Full Payment. Upon payment in full of the Principal and of any accrued interest, this Agreement and all obligations of the Borrower and A.I.D. under this loan Agreement shall terminate.

IN WITNESS WHEREOF, the Borrower and the United States of America, each acting through its respective duly authorized represent-

ative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

GOVERNMENT OF PORTUGAL

By: JOSÉ MEDEIROS FERREIRA

Dr. José Manual de Medeiros Ferreira
Minister of Foreign Affairs

UNITED STATES OF AMERICA

By: FRANK C CARLUCCI

Frank C. Carlucci
Ambassador

ANNEX A

Description of the Project

The Project shall consist of the construction and placing in operation of water supply and/or sewerage handling systems to be situated in approximately 25 locations ("municipalities") throughout Portugal. A list of the 36 subprojects to be financed ("eligible subprojects") is shown in Table 1 and the remaining 4 subprojects will be agreed to by Borrower and A.I.D. Agreed construction costs (of which A.I.D. will finance not more than 75 percent) for each subproject are also shown in Table 1.

Total cost of the 40 systems to be constructed is tentatively estimated to be 330 million escudos.

TABLE I—LIST OF PROJECTS TO BE FINANCED

No/O	DISTRICT	COUNCIL	PLACE	POPULATION BENEFITTED	WATER (a) SYSTEM	SEWER (a) SYSTEM	TOTAL (a) AMOUNT
1	Angra do Heroísmo	Angra do Heroísmo	Parishes of Cinco Ribeiras, S. Bartolomeu, S. Mateus, S. Pedro, Sta. Bárbara, Sta. Luzia & Terra Chã	9.250	40.000	----------	40.000
2	Beja	Odemira	Sta. Clara-a-Velha, Sabóia, Estação C. F. Viradouro	2.500	15.000	10.000	25.000
3	Beja	Serpa	Pias, Vale de Vargo, Aldeia Nova de S. Bento, A do Pinto	12.200	25.000	15.000	40.000
4	Braga	Vila Verde	Vila Verde	2.000	----------	8.500	8.500
5	Braga	Vila Verde	Vieira do Minho	1.500	----------	10.000	10.000
6	Castelo Branco	Castelo Branco	Cafede	500	3.000	4.500	7.500
7	Castelo Branco	Castelo Branco	Juncal do Campo	750	6.500	7.000	13.500
8	Castelo Branco	Castelo Branco	Freixial do Campo	600	3.000	5.500	8.500
9	Castelo Branco	Castelo Branco	Louriçal do Campo, Castal da Pelota	1.750	3.500	10.000	13.500
10	Castelo Branco	Castelo Branco	Lardosa	1.360	3.500	4.000	7.500
11	Guarda	Trancoso	Vila Franca das Naves, Moimentinha, Granja	1.650	5.000	10.000	15.000
12	Leiria	Alvaiázere	Alvaiázere	1.000	----------	6.000	6.000

13	Portalegre	Sousel	Santo Amaro	1.000	7.000	5.000	12.000
14	Santarém	Santarém	Amiais de Baixo	4.200	----------	18.000	18.000
15	Santarém	Santarém	Pernes	1.100	----------	10.000	10.000
16	Viseu	Viseu	Ranhados, Lajo de Ranhados	1.700	4.000	8.000	12.000
17	Beja	Ferreira do Alentejo	Odivelas	1.000	3.500	5.000	8.500
18	Evora	Borba	Orada	1.500	7.500	4.500	12.000
19	Beja	Beja	Penedo Gordo	1.300	----------	5.500	5.500
20	Vila Real	Alijó	Sanfins do Douro	1.500	6.100	10.400	16.500
21	Vila Real	Alijó	Pinhão	1.000	----------	6.000	6.000
22	Santarém	Ferreira do Zêzere	Ferreira do Zêzere	800	----------	7.500	7.500
23	Santarém	Golegã	Golegã	5.000	----------	20.000	20.000
			TOTAL	55.160	132.000	190.400	323.000

(a) Amount in Thousand Escudos (1.000$00)

ACORDO DE EMPRESTIMO ENTRE O GOVERNO DE PORTUGAL E OS ESTADOS UNIDOS DA AMÉRICA PARA SANEAMENTO BÁSICO

Acordo de emprestimo celebrado em 13 de Agosto de 1976 entre o GOVERNO DE PORTUGAL ("Mutuário") e os ESTADOS UNIDOS DA AMERICA, por intermédio da AGENCY FOR INTERNATIONAL DEVELOPMENT ("A.I.D.").

ARTIGO I

O Empréstimo

SECÇÃO 1.01. O Empréstimo. A A.I.D. concorda em emprestar ao Mutuário, em conformidade com a Lei de Assistência ao Estrangeiro (Foreign Assistance Act) de 1961, e suas emendas, uma quantia que não excederá oito milhões de dólares ($8,000,000) ("Empréstimo") para o auxiliar a executar o Projecto referido na Secção 1.02. O Empréstimo será aplicado exclusivamente no financiamento dos custos de bens e serviços exigidos pelo Projecto. O montante agregado dos desembolsos efectuados no âmbito do Empréstimo será referido neste documento como "Capital".

SECÇÃO 1.02. O Projecto. O Projecto consistirá na construção e início de fornecimento de água e/ou sistemas de esgotos em aproximadamente vinte e cinco (25) Localidades distribuidas por Portugal. A entidade executante será a Direcção-Geral de Saneamento Básico (DGSB) do Mutuário. O Projecto é descrito em mais pormenor no Anexo A, junto o qual poderá ser modificado por mútuo acordo, por escrito.

ARTIGO II

Condições do Empréstimo

SECÇÃO 2.01. Juro. O Mutuário pagará à A.I.D. um juro calculado à taxa de cinco por cento (5%) ao ano e incidente sobre o saldo do Capital e sobre quaisquer juros devidos e não pagos. O juro sobre o saldo em dívida será calculado desde a data de cada desembolso, como tal definida na Secção 6.03, e na base do ano de 365 dias. O juro será pago semestralmente. O primeiro pagamento de juros será devido, o mais tarder, seis (6) meses após o primeiro desembolso, em data a especificar pela A.I.D.

SECÇÃO 2.02. Amortização. O Mutuário reembolsará a A.I.D. do Capital no prazo de vinte e cinco (25) anos a contar da data do primeiro desembolso, em quarenta e uma (41) prestações semestrais, aproximadamente iguais, de Capital e juros. A primeira prestação de Capital será devida quatro anos e meio (4½) após a data em que

ocorre o primeiro pagamento de juros, segundo o disposto na Secção 2.01. A A.I.D. fornecerá ao Mutuário um calendário de amortização, de acordo com o disposto nesta secção, após o desembolso final no âmbito do Empréstimo.

SECÇÃO 2.03. Aplicação, modea e local de pagamento. Todos os pagamentos de juros e de Capital, nos termos deste Acordo, serão efectuados em dólares dos Estados Unidos e aplicados, primeiramente no pagamento dos juros em dívida e depois no reembolso do Capital. A menos que a A.I.D. instrua diferentemente por escrito, tais pagamentos serão feitos ao Controller da Agency for International Development, Washington, D.C., U.S.A. e serão considerados como efectuados logo que sejam recebidos na Repartição do Controller.

SECÇÃO 2.04. Pagamento antecipado. Achando-se satisfeito o pagamento de todos os juros e reembolsos devidos, o Mutuário poderá, sem qualquer penalidade, antecipar a amortização de toda ou qualquer parte do Capital. Tal pagamento antecipado será aplicado às prestações de Capital, na ordem inversa so seu vencimento.

SECÇÃO 2.05. Renegociação dos termos do Empréstimo. O Mutuário concorda em negociar com a A.I.D. em qualquer altura que esta o solicite, uma aceleração do reembolso do Empréstimo, no caso de se verificar uma melhoria significativa na posição económica e financeira, interna e externa e nas perspectivas do país do Mutuário.

ARTIGO III

Condições precedentes ao desembolso

SECÇÃO 3.01. Condições precendentes a qualquer desembolso. Antes do primeiro desembolso do Empréstimo, o Mutuário, a menos que a A.I.D. estabeleça diferentemente por escrito, apresentará, na forma e substância satisfatórias para a A.I.D.:

(a) Um parecer do Procurador Geral da República de Portugal, ou de qualquer outro jurista aceite pela A.I.D., confirmando que este acordo foi devidamente autorizado ou ratificado pelo Mutuário, e exeoutado em seu nome e que constitui um instrumento válido e juridicamente vinculativo do Mutuário, em conformidade com todes os seus termos;

(b) Uma declaração com os nomes das pessoas que podem obrigar o Mutuário, nos termos da Secção 8.02, assim como um espécime da assinatura de cada uma das pessoas especificadas nessa declaração;

(c) Uma deserição das disposições, incluindo os termos e condições, através das quais os desembolsos do Empréstimo serão pelo Mutuário postos à disposição do DGSB, e por esta à ordem de qualquer outra instituição, para execução do Projecto;

(d) Um plano calendário para a execução do Projecto, incluindo esquemas temporais para as construções e um plano financeiro para os Sub-projectes identificados no Anexo A;

(e) Uma descrição dos padrões, critérios e formalidades relativas ao Projecto, a utilizar (i) na selecção e aprovação dos Sub-projectos e (ii) na adjudicação do fornecimento dos serviços de construção e engenharia;
(f) Prova de que o Mutuário instituiu um fundo separado ("Project Fund") para o financiamento dos sub-projectos identificados no Anexo A.

SECÇÃO 3.02. Prazo-limite para satisfação das condições precedentes ao desembolso. Se todas as condições especificadas na Secção 3.01 não forem satisfeitas dentro de noventa (90) dias a contar da data da assinatura deste Acordo, ou de data posterior com a qual a A.I.D. tenha concordado por escrito, a A.I.D. terá o direito de dar por findo este Acordo por meio de notificação escrita dirigida ao Mutuário. Após tal notificação, considera-se terminado este Acordo, assim como todas as obrigações das partes que o subscreveram.

SECÇÃO 3.03. Notificação de que foram satisfeitas as condições precedentes ao desembolso. A A.I.D. notificará o Mutuário logo após a verificação de que foram satisfeitas as condições precedentes ao desembolso especificadas na Secção 3.01.

ARTIGO IV

Compromissos e Garantias Gerais

SECÇÃO 4.01. Execução do Projecto.

(a) O Mutuário, por intermédio da DGSB, executará o Projecto com a devida diligência e eficiência, e em conformidade com as boas práticas profissionais de engenharia e construção, financeiras, técnicas e administrativas.
(b) O Mutuário promoverá que os fundos deste Empréstimo sejam administrados em conformidade com os termos e condições deste Contrato e de molde a facilitar o êxito do Projecto.
(c) O Mutuário promoverá que o Projecto seja executado de harmonia com todos os planos, especificações, contratos, esquemas temporais e outros arranjos, e com todas as respectivas modificações, aprovados pela A.I.D. nos termos deste Acordo.

SECÇÃO 4.02. Fundos e outros recursos a proporcionar pelo Mutuário. O Mutuário fornecerá, logo que necessários todos os fundos complementares dos facultados pelo Empréstimo, assim como todos os outros recursos indispensáveis para levar a efeito o Projecto.

SECÇÃO 4.03. Consultas contínuas. O Mutuário e a A.I.D. deverão cooperar inteiramente a fim de assegurar que os propósitos do Empréstimo sejam alcançados. Com essa finalidade, o Mutuário e a A.I.D., a pedido de qualquer das partes, trocarão impressões através dos seus representantes, em relação ao andamento do Projecto, ao cumprimento por parte do Mutuário das obrigações assumidas nos termos deste Contrato e a outros assuntos ligados com o Projecto.

SECÇÃO 4.04. Tributacão. Este Acordo, o Empréstimo e qualquer título de dívida emitido por força deles ficarão isentos de quaisquer impostos em vigor no país do Mutuário, não podendo, por isso, quaisquer prestações de Capital ou de juros aparecor deduzidas de tais impostos. Nos casos em que qualquer transacção ou valor financiado ao abrigo deste Acordo não esteja isento de qualquer imposto, direito aduaneiro ou taxa, separadamente identificável, em vigor no país no Mutuário, este garantirá que os pagamentos a cobrir por este Acordo serão destinados ao financiamento de bens e serviços, e nunca à liquidação de tais impostos, direitos aduaneiros ou taxas. De contrário, o Mutuário terá de efectuar o reembolso dos fundos aplicados no pagamento destes encargos, em conformidade com a Secção 7.06 deste Acordo, usando para isso meios que não provenham do Empréstimo.

SECÇÃO 4.05. Utilização de bens e serviços.

(a) Os bens e serviços obtidos com fundos proporcionados pelo Empréstimo serão usados exclusivamente para execução do Projecto, excepto nos casos em que a A.I.D., por escrito, aceite diversamente.
(b) Excepto nos casos em que a A.I.D. concorde diferentemente, por escrito, nenhuns bens ou serviços obtidos com fundos proporcionados pelo Empréstimo serão usados para promover ou concorrer para a realização de qualquer projecto de auxílio estrangeiro ou actividade ligada ou financiada por qualquer outro país que não seja os Estados Unidos da América.

SECÇÃO 4.06. Escrituração e verificação de contas. O Mutuário conservará, ou assegurará que sejam conservados, consoante as práticas e princípios correctos de contabilidade, livros e registos relativos ao Projecto e a este Acordo. Tais livros e registos deverão, sem qualquer reserva, patentear claramente o seguinte:

(a) a recepção e uso dos fundos desembolsados nos termos deste Acordo;
(b) a natureza e âmbito dos concursos feitos para fornecimento dos bens e serviços necessários;
(c) as bases de adjudicação dos contratos e encomendas aos concorrentes escolhidos; e
(d) o andamento do Projecto.

Tais livros e registos serão regularmente sujeitos a peritagem de contas, em conformidade com os padrões correctos de verificação de contas, pelos períodos e intervalos que a A.I.D. possa exigir, e serão conservados durante cinco anos após a data do último desembolso efectuado pela A.I.D. ou até que sejam saldadas as quantias devidas à A.I.D., nos termos deste Acordo, valendo para este efeito a data que ocorrer primeiro.

SECÇÃO 4.07. Relatórios. O Mutuário fornecerá à A.I.D. todas as informações e relatórios referente ao Empréstimo e ao Projecto

por ele financiado, que a A.I.D. solicite para verificar os resultados do Projecto.

SECÇÃO 4.08. Inspecções. Os representantes autorizados da A.I.D. após solicitação ao Mutuário, terão o direito de, em alturas que se possam considerar aceitáveis, inspeccionar o Projecto assim como os livros, registos e outros documentos referentes ao Projecto financiado e ao Empréstimo, a fim do verificarem os resultados do Projecto. O Mutuário prestará a sua colaboração à A.I.D. a fim de facilitar tais inspecções.

ARTIGO V

Aquisições

SECÇÃO 5.01. Origem das Aquisições. Excepto nos casos em que a A.I.D. concorde diferentemente por escrito, os desembolsos efectuados nos termos da Seçcão 6.01 serão utilizados exclusivamente para financiar aquisições de bens e serviços destinados ao Projecto, que tenham proveniência e origem em Portugal ou nos Estados Unidos.

SECÇÃO 5.02. Limite retroactivo da habilitação. Salvo se a A.I.D. acordar de outro modo, por escrito, somente poderão ser financiados pelo Empréstimo os bens e serviços que forem contratados a partir de 1 de Março de 1976.

SECÇÃO 5.03. Preços razoáveis. Pelos bens e serviços financiados pelo Empréstimo, total ou parcialmente, não serão pagos preços acima dos normalmente praticados no mercado nacional.

ARTIGO VI

Desembolsos

SECÇÃO 6.01. Desembolsos. Satisfeitas as condições precedentes constantes da Secção 3.01, e a pedido do Mutuário, a A.I.D. fará desembolsos no âmbito do Empréstimo para o "Project Fund" em conformidade com as formalidades e exigências de documentação abaixo estabelecidas e em Cartas de Execução a fornecer pelo Mutuário. Salvo se a A.I.D. e o Mutuário estabelecerem o contrário por escrito, esses desembolsos consistirão no seguinte:

(a) Um desembolso inicial equivalente a setenta e cinco por cento (75%) dos adiantamentos feitos pelo Mutuário aos empreiteiros por conta do material entregue nos locais dos sub-projectos, desde que o Mutuário tenha apresentado à A.I.D. provas aceitáveis (i) desses adiantamentos feitos, e, (ii) da qualidade satisfatória do material de construção adquirido;

(b) Um segundo desembolso equivalente a setenta e cinco por cento (75) de custos de construção anteriormente acordados (definidos na Carta de Execução no 1) e já efectuados pelo Mutuário na construção de sub-projectos constantes no Anexo A ou na aquisição de material a utilizar nas mesmas obras, até à quantia limite fixa e aceite para cada um desses sub-pro-

jectos, menos os desembolsos iniciais feitos para qualquer sub-projecto nos termos da subsecção (a), aoima, e desde que o Mutuário tenha prestado à A.I.D. provas aceitáveis (i) dessas despesas feitas e (ii) da construção satisfatória e da qualidade satisfatória do material de construção adquirido;

(c) Desembolsos trimestrais adicionais equivalentes a setenta e cinco por cento (75%) do custo total líquido dispendido pelo Mutuário no trimestre precedente na construção ou obtenção de materiais relativos à construção de sub-projectos constantes do Anexo A, até à quantia limite fixa e aceite para cada um desses sub-projectos, desde que para cada desembolso o Mutuário tenha fornecido à A.I.D. provas da natureza das indicadas na subsecção (b), acima, e além disso faculte provas aceitáveis de oportuna e corrente contribuição da participação do Mutário em conformidade com o Plano Financeiro, e outros fundos que forem exigidos pelo Projecto.

Não obstante o acima estipulado, os desembolsos nos termos das subsecções (a), (b) e (c), acima, prosseguirão até se perfazer o total de oitenta e cinco por cento (85%) do empréstimo, a partir do que mais nenhum desembolso será feito até que todos os sub-projectos admissíveis estejam completos e que o Mutuário e a A.I.D. tenham concordado na sua aceitação.

Os desembolsos em conformidade com os termos deste Acordo serão efectuados em escudos portugueses na posse do Governo dos Estados Unidos e obtidos pela A.I.D. em troca de dólares dos Estados Unidos, por intermédio de bancos estabelecidos em Portugal. O equivalente em dólares dos escudos postos à disposição do Mutuário será o montante em dólares que a A.I.D. tenba que despender para obter tais escudos.

SECÇÃO 6.02. Outras formas de desembolso. Os desembolsos do Empréstimo poderão também ser efectuados de qualquer modo que o Mutuário e a A.I.D. acordem por escrito.

SECÇÃO 6.03. Data de desembolso. Os desembolsos feitos pela A.I.D. considerar-se-ão como tendo sido efectuados, no caso de desembolsos nos termos da Secção, 6.01, na data em que a A.I.D. entregue os escudos ao Mutuário ou à entidade que o represente, e no caso de desembolsos nos termos da Secção 6.02, na data na qual a A.I.D. faça um desembolso a favor do Mutuário, da entidade que o represente ou duma instituição bancária em conformidade com uma Carta de Compromisso.

SECÇÃO 6.04. Prazo-limito para desembolso. A menos que a A.I.D. concorde diferentemente por escrito, nenhum desembolso será efectuado contra documentação recebida pela A.I.D. posteriormente a 31 de Dezembro de 1978. A A.I.D. terá o direito, em qualquer momento ou momentos depois de 31 de Dezembro de 1978, de reduzir o Empréstimo, parcial ou totalmente, no que toca a parte para a qual não haja sido recebida documentação até à data acima indicada.

ARTIGO VII

Cancelamento e Suspensão

SECÇÃO 7.01. Cancelamento pelo Mutuário. Mutuário poderá por notificação escrita dirigida à A.I.D. cancelar qualquer parte do Empréstimo (i) que, anteriormente a tal notificação, a A.I.D. não tenha ainda desembolsado ou tomado o compromisso de desembolsar ou (ii) que até essa altura não tenha sido utilizada pela emissão de Cartas de Crédito irrevogáveis.

SECÇÃO 7.02. Casos de incumprimento. Aceleracão. Se ocorror uma ou mais das seguintes circunstâncias ("Casos de Incumprimento"):

(a) O Mutuário não tenha satisfeito pontualmente o pagamento de qualquer juro ou prestação do Capital devido nos termos deste Acordo;
(b) O Mutuário tenha deixado de cumprir qualquer outra disposição deste Acordo;
(c) O Mutuário não haja pago na altura devida qualquer juro ou prestação do Capital ou satisfeito qualquer outro compromisso financeiro devido nos termos de outro contrato de empréstimo, assim como de qualquer acordo de garantia ou ainda de outro qualquer acordo entre o Mutuário, ou qualquer dos seus órgãos, e a A.I.D., ou qualquer das instituições que a precederam, a A.I.D. terá direito de notificar o Mutuário de que todo ou parte do Capital em dívida deverá ser pago dentro de sessenta (60) dias, e, a menos que a referida falha da parte do Mutuário tenha sido sanada dontro de sessenta (60) dias:

(i) o Capital em dívida assim como os respectivos juros vencidos consideram-se devidos e deverão ser pagos imediatamente;
(ii) o montante de futuros desembolsos feitos ao abrigo de Cartas de Crédito irrevogáveis ainda válidas ou por qualquer outra forma considerar-se-á devido e deverá ser pago logo que seja recebido.

SECÇÃO 7.03. Suspensão de desembolsos. No caso de em qualquer altura:

(a) Se ter verificado caso de incumprimento;
(b) Ter ocorrido qualquer acontecimento que a A.I.D. considere como situação extraordinária que torne improvável a consecução do objectivo do Empréstimo ou comprometa decisivamente a capacidade do Mutuário para cumprir as ebrigações assumidas nos termos deste Acordo;
(c) Qualquer desembolso não ter obedecido às regras que regem a A.I.D.;
(d) O Mutuário ter deixado de pagar na altura devida qualquer juro ou prestação de Capital ou qualquer outro compromisso financeiro devido nos termos de qualquer outro contrato de empréstimo, assim como qualquer outro acordo de garantia ou

ainda de outro qualquer acordo entre o Mutuário, ou qualquer dos seus órgãos, e o Governo dos Estados Unidos, ou qualquer dos seus órgãos,

a A.I.D. poderá:

(i) Suspender ou cancelar documentos de compromisso válidos, na medida em que eles não tenham sido utilizados através da emissão de Cartas de Crédito irrevogáveis ou através de pagamentos bancários efectuados por forma diferente da de Cartas de Crédito irrevogáveis, caso em que a A.I.D., logo de seguida, fará ao Mutuário a competente notificação;
(ii) Recusar efectuar desembolsos para além dos decorrentes de documentos de compromisso válidos;
(iii) Recusar emitir novos documentos de compromisso.

SECÇÃO 7.04. Cancelamento pela A.I.D. Após a suspensão de um desembolso em conformidade com a Secção 7.03, se a causa ou causas de tal suspensão não forem eliminadas ou corrigidas dentro de sessenta (60) dias a contar da data da suspensão, a A.I.D. reserva-se o direito de, quando o entendor, cancelar todo ou parte do Empréstimo que não tenha sido ainda desembolsado ou objecto de Cartas de Crédito irrevogáveis.

SECÇÃO 7.05. Continuação da validade do Acordo. Não obstante qualquer cancelamento, suspensão de desembolso ou aceleração de pagamento, as disposições deste Acordo continuarão inteiramente em vigor até que seja completado o pagamento de todo o Capital e quaisquer juros devidos.

SECÇÃO 7.06. Restituições.

(a) No caso de qualquer desembolso não haver sido justificado por documentação válida nos termos deste Contrato, ou de qualquer desembolso não haver porventura sido feito ou aplicado em conformidade com os termos deste Acordo, a A.I.D., sem prejuizo do direito de recorrer a quaisquer outras medidas admitidas neste Acordo, poderá exigir do Mutuário a restituição de tal quantia em dólares dos Estados Unidos à A.I.D., restituição a ser efectuada dentro de noventa (90) dias após a recepção do pedido. Esta importância será aplicada, primeiramente e na medida do necessário, ao financiamento das mercaderias e serviços obtidos para os efeitos deste Acordo; o restante, se o houver, será aplicado às prestações de Capital por ordem inversa do seu vencimento, e o montante do ampréstimo será reduzido na exacta medida de tal remanescente. Sem prejuizo de qualquer outra disposição deste Acordo, o direito da A.I.D. de exigir uma restituição referente a qualquer desembolso feito nos termos deste Acordo manter-se-á válido pelo prazo de cinco anos, além da data do dito desembolso;

(b) No caso de a A.I.D. receber de qualquer consultor, fornecedor ou instituição bancária, ou de qualquer outra entidade ligada ao Empréstimo, um reembolso referente a mercadorias ou serviços financiados pelo Empréstimo e de tal reembolso resultar de preço superior ao praticado no mercado nacional pago por mercadorias e serviços ou por mercadorias e serviços que não foram adequados, a A.I.D. aplicará, primeiramente e na medida do necessáiro, tal reembolso ao custo de mercadorias e serviços contratados, e o restante será aplicável às prestações de Capital por ordem inversa do seu vencimento, sendo o montante do Empréstimo reduzido pelo valor de tal remanescente.

SECÇÃO 7.07. Despesas de cobrança. Todas as despesas razoáveis, para além dos vencimentos do seu pessoal, que a A.I.D. haja que realizar por virtude de cobrança de quaisquer reembolsos ou em ligação com importâncias devidas à A.I.D. como resultado da ocorrência de qualquer dos acontecimentos referidos na Secção 7.02, poderão ser debitadas ao Mutuário e por este reembolsadas à A.I.D. pela forma a indicar por esta.

SECÇÃO 7.08. Não desistência do direito de exigir reparações. Nenhum atraso ou ausência de exercício de qualquer regalia ou direito, incluindo o de exigir reparação, de que goze a A.I.D. nos termos deste Acordo, poderá ser interpretado como renúncia a tal regalia ou direito, incluindo o de exigir reparação, ou a qualquer outra regalia ou direito, incluindo o de exigir reparação, derivados deste Acordo.

ARTIGO VIII

Disposições diversas

SECÇÃO 8.01. Comunicações. Qualquer notificação pedido, documento ou outra comunicação, efectuado ou enviado pelo Mutuário ou pela A.I.D., em conformidade com este Acordo, será apresentado por escrito, telegrama ou radiograma, e será considerado como tendo sido devidamente feito ou enviado à parte contratante a que se destine quando for entregue a essa parte, por mão própria, correio, telegrama ou radiograma, nos endereços seguintes:

PARA O MUTUÁRIO:

Endereço postal e telegráfico: Ministro das Finanças
Rua da Alfândega
Lisboa, Portugal

PARA A A.I.D:

Endereço postal e telegráfico: A.I.D. Representative
Embassy of the United
States of America
Lisbon, Portugal

Estes poderão ser substituídos por outros endereços, depois de feita a respectiva notificação. Todas as notificações, pedidos, comunicações e documentos apresentados à A.I.D. serão redigidos em inglês, a menos que a A.I.D. concorde diferentemente por escrito.

SECÇÃO 8.02. Representantes. Para todos os fins deste Acordo, o Mutuário será representado pela pessoa que desempenhe o cargo de Ministro das Finanças e a A.I.D. será representada pela pessoa encarregada da representação da A.I.D. na Embaixada dos Estados Unidos da América, em Lisboa. Tais representantes terão a faculdade de designar, por notificação escrita, representantes adicionais. No caso de qualquer substituição ou designação de novo representante, o Mutuário apresentará una declaração contendo o nome e o espécime da assinatura da pessoa designada, com a forma e a substância que a A.I.D. considere satisfatórias. Até receber notificação escrita da revogação dos poderes conferidos a qualquer representante, devidamente autorizado, do Mutuário, nomeado em conformidade com o disposto nesta secção, a A.I.D. poderá continuar a considerar as assinaturas de tal ou tais representantes constantes de qualquer instrumento relativo a este Acordo, como prova iniludível de que qualquer acção desencadeada por tal instrumento está devidamente autorizada.

SECÇÃO 8.03. Cartas de Execução. A A.I.D. emitirá Cartas de Execução que, com a accitação do Mutuário, indicarão as formalidades aplicáveis com referência à execução deste Acordo.

SECÇÃO 8.04. Promissórias. Sempre que a A.I.D. o requeira, o Mutuário emitirá promissórias ou qualquer outro título de dívida relativo ao Empréstimo. Estes documentos serão emitidos na forma, contendo os termos e informados por pareceres jurídicos, tal como a A.I.D. possa razoavelmente exigir.

SECÇÃO 8.05. Termo após integral pagamento. Após o pagamento integral do Capital e de quaisquer juros devidos cessarão os efeitos deste Acordo, assim como de todas as obrigações do Mutuário e da A.I.D., de harmonia com este Acordo.

Em testemunho do que, o Mutuário e os Estados Unidos da América, por intermédio dos seus representantes devidamente autorizados, fizeram assinar este Acordo em seu nome, que se considera celebrado na data indicada no início do texto.

PELO GOVERNO PORTUGUÊS	PELOS ESTADOS UNIDOS DA AMÉRICA
JOSÉ MEDEIROS FERREIRA	FRANK C CARLUCCI

ANEXO A

Descrição do Projecto

O Projecto consistirá na construção e em pôr em funcionamento sistemas de abastecimento de água e/ou sistmas de esgotos em aproximadamente 25 localidades (municípios) espalbados por Portugal. No Quadro 1 apresenta-se uma lista de 36 dos sub-projectos a financiar ("subprojectos admissíveis"), devendo os restantes 4 sub-projectos ser acordados entre o Mutuário e a A.I.D. No mesmo Quadro 1 figuram também os custos de construção admissíveis para cada sub-projecto (dos quais a A.I.D. não financiará mais de 75 por cento).

O custo total dos 40 sistemas a construir é estimado, em primeira aproximação, em cerca de 330 milbões de escudos.

QUADRO I—LISTA DE PROJECTOS A SEREM FINANCIADOS

No/O	DISTRITO	CONCELHO	LOCALIDADE	POPULAÇÃO BENEFICIADA	ABASTECIMENTO DE AGUA	ESGOTOS	TOTAL (a)
1	Angra do Heroismo	Angra do Heroismo	Parishes of Cinco Ribeiras, S. Bartolomeu, S. Mateus, S. Pedro, Sta. Bárbara, Sta. Luzia e Terra Chã	9.250	40.000	----------	40.000
2	Beja	Odemira	Sta. Clara-a-Velha, Sabóia, Estação C.F. Viradouro	2.500	15.000	10.000	25.000
3	Beja	Serpa	Pias, Valo de Vargo, Aldeia Nova de S. Lento, A do Pinto	12.200	25.000	15.000	40.000
4	Braga	Vila Verde	Vila Verde	2.000	----------	8.500	8.500
5	Braga	Vila Verde	Vieira do Minho	1.500	----------	10.000	10.000
6	Castelo Branco	Castelo Branco	Cafede	500	3.000	4.500	7.500
7	Castelo Branco	Castelo Branco	Jancal do Campo	750	6.500	7.000	13.500
8	Castelo Branco	Castelo Branco	Freixial do Campo	600	3.000	5.500	8.500
9	Castelo Branco	Castelo Branco	Louriçal do Campo, Casal da Pelota	1.750	3.500	10.000	13.500
10	Castelo Branco	Castelo Branco	Lardosa	1.360	3.500	4.000	7.500
11	Guarda	Trancoso	Vila Franca das Naves, Moimentinha, Granja	1.650	5.000	10.000	15.000
12	Leiria	Alvaiázere	Alvaiázere	1.000	----------	6.000	6.000
13	Portalegre	Sousel	Santo Amaro	1.000	7.000	5.000	12.000
14	Santarém	Santarém	Amiais de Baixo	4.200	----------	18.000	18.000
15	Santarém	Santarém	Pernes	1.100	----------	10.000	10.000
16	Viseu	Viseu	Ranhados, Lajo de Ranhados	1.700	4.000	8.000	12.000
17	Beja	Ferreira do Alentejo	Odivelas	1.000	3.500	5.000	8.500
18	Evora	Borba	Orada	1.500	7.500	4.500	12.000
19	Beja	Beja	Penedor Gordo	1.300	----------	5.500	5.500
20	Vila Real	Alijó	Sanfins do Douro	1.500	6.100	10.400	16.500
21	Vila Real	Alijó	Pinhão	1.000	----------	6.000	6.000
22	Santarém	Ferreira do Zêzere	Ferreira do Zêzere	800	----------	7.500	7.500
23	Santarém	Golegã	Golegã	5.000	----------	20.000	20.000
	TOTAL			55.160	132.600	190.400	323.000

(a) Em milhares de escudos (1.000$00)

SIERRA LEONE

Agricultural Commodities

Agreement signed at Freetown August 31, 1978;
Entered into force August 31, 1978.

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

The Government of the United States of America and the Government of the Republic of Sierra Leone;

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

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

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

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

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

Have agreed as follows:

Part I - GENERAL PROVISIONS

ARTICLE I

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

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

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

1. the issuance by the Government of the exporting country of purchase authorizations and their acceptance by the Government of the importing country; and

2. the availability of the specified commodities at the time of exportation.

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

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

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

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

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

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

ARTICLE II

A. Initial Payment

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

B. Currency Use Payment

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

C. Type of Financing

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

D. Credit Provisions

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

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

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

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

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

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

E. Deposit of Payments

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

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

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

F. Sales Proceeds

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

G. Computations

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

H. Payments

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

1. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations or, in the case of Currency Use Payments, used for the purposes set forth in Part II of this agreement; or

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

ARTICLE III

A. World Trade

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

1. insure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country will equal at least the quantities of agricultural commodities as may be specified in the usual marketing table set forth in Part II during each import period specified in the table and during each subsequent comparable period in which commodities financed under this agreement are being delivered. The imports of commodities to satisfy these usual marketing requirements for each import period shall be in addition to purchases financed under this agreement;

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

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

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

B. Private Trade

In carrying out the provisions of this agreement, the two Governments shall seek to assure conditions of commerce permitting private traders to function effectively.

C. Self-help

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

D. Reporting

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

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

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

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

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

E. Procedures for Reconciliation and Adjustment of Accounts

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

F. Definitions

For the purposes of this agreement:

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

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

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

G. Applicable Exchange Rate

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

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

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

H. Consultation

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

I. Identification and Publicity

The government of the importing country shall undertake such measures as may be mutually agreed prior to delivery for the identification of food commodities at points of distribution in the importing country, and for publicity in the same manner as provided for in subsection 103 (1) of the Act.

PART II. PARTICULAR PROVISIONS:

ITEM I. COMMODITY TABLE:

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Wheat/Wheat flour (Grain Equivalent Basis)	1978 plus Oct. 1 through Dec. 31, 1978	2,500	Dols 0.4
Tobacco	1978 plus Oct. 1 through Dec. 31, 1978	200	0.8
Corn/Sorghums	1978 plus Oct. 1 through Dec. 31, 1978	1,000	0.1
		Total	Dols 1.3

ITEM II. PAYMENT TERMS: CONVERTIBLE LOCAL CURRENCY CREDIT (40 Years)

1. Initial Payment - NONE
2. Currency Use Payment - 5 percent for Section 104(A) purposes
3. Number of installment payments - 31
4. Amount of each installment payment - Approximately equal annual installments
5. Due date of first installment payment - Ten years from date of last delivery of commodities in each calendar year
6. Initial interest rate - 2 percent
7. Continuing interest rate - 3 percent

ITEM III. USUAL MARKETING TABLE:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirement (Metric Tons)
Wheat/Wheat flour (Grain Equivalent Basis)	1978 plus Oct. 1 through Dec. 31, 1978	26,700
Tobacco	1978 plus Oct. 1 through Dec. 31, 1978	1,100 (of which 188 from U.S.)
Corn/Sorghums	1978 plus Oct. 1 through Dec. 31, 1978	512

ITEM IV. EXPORT LIMITATIONS:

A. The export limitation period shall be U.S. fiscal year 1978 or any subsequent U.S. fiscal year during which commodities financed under this agreement are being utilized or imported.

B. For the purpose of Part I, Article III(A)(4) of the agreement, the commodities which may not be exported are: for wheat/wheat flour -- wheat/wheat flour, rolled wheat, semolina, farina or bulgur (or the same product under a different name); for tobacco -- none; and for feedgrains -- corn, sorghums, barley, oats, and rye, including mixed feed containing such grains.

ITEM V. SELF-HELP MEASURES:

A. In implementing these self-help measures specific emphasis will be placed on contributing directly to development progress in poor rural areas and enabling the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of the Republic of Sierra Leone agrees to:

1. Strengthen the extension service within the Ministry of Agriculture and Forestry to speed diffusion of new agricultural technology to small farmers, by implementation and adequate support of a national training program for farmer-level extension technicians;

2. Accelerate the production and distribution of technology-related inputs such as improved food crop seed to small farmers, by establishment and support of a seed multiplication project on a national basis providing assistance to small farmers in securing and utilizing improved seeds;

3. Accelerate and expand food crop adaptive research and replicable delivery systems, by increased support to Rokupr Agricultural Research Station and Njala University College for

the development of new food crop varieties responsive to local conditions, by establishment and adequate support of a national food crops adaptive research and extension project, by implementation of supervised on-farm adaptive food crops research and extension trials among small farmers, and by distribution and supervision of food crop mini-kits which are properly synthesized, (being technically sound, economically feasible and socially compatible) for direct small farmer use and benefit;

4. Study the need for appropriate changes in the land tenure system as an incentive for land improvement and soil conservation and as a requirement for obtaining supervised credit, by completion of a thorough study of the land tenure system including recommended national and local government actions through support of capable bilateral and/or multilateral organization(s);

5. Continue efforts to improve incentives for per capita increases in food crop production and real income earnings for small farmers through favorable relationships between costs and returns to small farmers, by implementation of appropriate economic and regulatory policies (including strengthening the capacity for policy analysis) for agricultural inputs and farm produce;

6. Improve marketing systems through expansion of rural transportation routes (farm to market roads) available to small farmers, by construction of feeder roads in key rural areas, and by establishment of a feeder roads maintenance unit within the Ministry of Works;

7. In cooperation with appropriate national/international organizations and the Government of the United States of America, namely the United States Department of Agriculture/United States Agency for International Development, conduct an official review of the current supply distribution and trade data in the agricultural sector to determine completeness and validity for its utilization for economic development and related research analysis and projection and for Public Law 480-type programming. Particular emphasis will be given to updating supply/demand and trade data required for commodities proposal for P.L. 480 programming.

ITEM VI: ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED:

A. The proceeds accruing to the importing country from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the agreement and for the following economic development sectors: agriculture, rural development and population planning.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

PART III. FINAL PROVISIONS:

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

This agreement shall enter into force upon signature.

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

DONE at Freetown, Sierra Leone, in duplicate, this 31st day of August, 1978.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

John A. Linehan
Ambassador of the
United States of America

FOR THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE

Sama S. Banya
Minister of Development
and Economic Planning of
the Republic of Sierra Leone

SOCIALIST REPUBLIC OF ROMANIA

Trade in Textiles

Agreement amending the agreements of June 17, 1977, as amended, and January 6 and 25, 1978.

Effected by exchange of letters

Signed at Washington and New York July 27 and September 11, 1978;

Entered into force September 11, 1978.

The Deputy Assistant Secretary of State for Economic and Business Affairs to the Romanian Economic Counsellor

JULY 27, 1978

MR. NAPOLEON FODOR
Economic Counselor
Embassy of the Socialist Republic of Romania
Office of the Economic Counselor
573–577 Third Avenue
New York, NY 10016

DEAR MR. FODOR:

I refer to Mr. Rorotan's letter of June 24, 1978 [1] to Mr. Paul Boeker requesting permission to exceed the limitations set for the 1978 agreement year in a number of categories by the Romanian bilateral agreements of June 17, 1977 (as amended) [2] and January 6, 1978. [3]

My Government proposes that new designated consultation levels be set as follows:

---

[1] Not printed.
[2] TIAS 8833, 9167; 29 UST 5988.
[3] Exchange of notes January 6 and 25, 1978. TIAS 9166; 29 UST 5975.

Category		Designated Consultation Level Square Yards Equivalent
340	Shirts, not knit	2, 820, 000
352	Underwear	2, 660, 000
635	Coats, women's, girls' and infants	848, 680
647	Trousers, men's and boys'	878, 000
659	Other apparel	1, 812, 000

If these levels are acceptable to your Government, this letter and your letter of confirmation shall constitute an agreement amending the June 17, 1977 and January 6, 1978 bilateral textile agreements between our two Governments.

Sincerely,

ROBERT HORMATS

Robert Hormats
Deputy Assistant Secretary
for Economic and Business Affairs

The Romanian Economic Counsellor to the Deputy Assistant Secretary of State for Economic and Business Affairs

EMBASSY OF THE
SOCIALIST REPUBLIC OF ROMANIA
OFFICE OF THE ECONOMIC COUNSELOR
573–577 THIRD AVENUE
NEW YORK, N.Y. 10016
VD/ES

No. 10.061

SEPTEMBER 11, 1978

MR. ROBERT HORMATS
Deputy Assistant Secretary
for Economic and Business Affairs
Department of State
Washington, D.C. 20520

DEAR MR. HORMATS,

I refer to your letter of July 27, 1978 dealing with new consultations levels in categories 340, 352, 635, 647 and 659, in answer to our letter of June 24, 1978.

Please be informed that Romanian authorities are accepting the new consultation levels for the above mentioned categories, as they are outlined in your letter of July 27, 1978.

Consequently your letter dated July 27, 1978 and the present letter of confirmation, are accordingly ammending the June 17, 1977 and January 6, 1978 bilateral textile agreements between our two Governments.

Sincerely,

N FODOR

Napoleon Fodor
Economic Counsellor

SOCIALIST REPUBLIC OF ROMANIA

Trade in Textiles

Agreement amending the agreement of January 6 and 25, 1978, as amended.
Effected by exchange of letters
Signed at Washington and New York October 13 and 14, 1978;
Entered into force October 14, 1978.

The Deputy Assistant Secretary of State for Economic and Business Affairs to the Romanian Economic Counsellor

October 13, 1978

MR. NAPOLEON FODOR
Economic Counselor
Embassy of the Socialist
Republic of Romania
1607 23rd St. N.W.
Washington, D.C. 20008

DEAR MR. FODOR:

I refer to the Agreement between the United States of America and the Socialist Republic of Romania Relating to Trade in Cotton Textiles, with Annex, effected by exchange of notes January 6 and 25, 1978, as amended[1] ("the Agreement"), and to discussions held in Washington, D.C. between representatives of our two countries October 3 through October 5, 1978. As a result of those discussions, I propose that the Agreement be amended as follows:

1. Paragraph 4 of the Agreement shall be amended to read as follows:

"4. The apparel group limit covering categories 330–333 and 335–359, for each Agreement Year shall be as follows:

	Limit (square yards equivalent)
1st Agreement Year (January 1–December 31, 1978)	16, 920, 000
2nd Agreement Year (January 1–December 31, 1979)	17, 730, 000
3rd Agreement Year (January 1–December 31, 1980)	18, 970, 200
4th Agreement Year (January 1–December 31, 1981)	20, 284, 812
5th Agreement Year (January 1–December 31, 1982)	21, 678, 300

[1] TIAS 9166, 9211; 29 UST 5975; *ante*, p. 685.

2. Paragraph 5(B) shall be amended to set out a new sub-category and to establish new levels as follows:

Category	Level (square yards equivalent) First agreement year (1978)	Second, third, fourth, and fifth agreement years (1979-82)
"334—Other coats, M and B	7,695,000	9,760,000
(334 Part, other than zippered sweatshirts currently in TSUSA 380.0611).	(1,500,000)	(1,500,000)"
"338—Knit shirts, M and B	2,160,000	(1,800,000)
(338 Part, other than T-shirts and sweatshirts)	(700,000)	(700,000)"

3. Annex A shall be amended to establish new conversion factors as follows:

Category	Description	Conversion factor	Unit of measure
445	Sweaters, M and B	14.88	DZ.
446	Sweaters, W, G, and I	14.88	DZ.

If the foregoing proposal is acceptable to the Government of the Socialist Republic of Romania, this letter and your letter of confirmation on behalf of the Government of the Socialist Republic of Romania shall constitute an amendment to the Agreement, effective on the date of your letter of confirmation.

Sincerely,

ROBERT D. HORMATS

Robert D. Hormats
Deputy Assistant Secretary
for Economic and Business Affairs

The Romanian Economic Counsellor to the Deputy Assistant Secretary of State for Economic and Business Affairs

EMBASSY OF THE
SOCIALIST REPUBLIC OF ROMANIA
OFFICE OF THE ECONOMIC COUNSELOR
573-577 THIRD AVENUE
NEW YORK, N. Y. 10016
PHONES: (212) 682-9120-23

GL/ES No.11.035 October 14,1978

Mr.Robert Hormats
Deputy Assistant Secretary
for Economic and Business Affairs
DEPARTMENT OF STATE
Washington, D.C.20520

Dear Mr.Hormats,

I refer to your letter of October 13,1978 dealing with new levels in categories 334 and 338 and the new conversion factor for categories 445 and 446, as a result of discussion held in Washington D.C. between representatives of the two countries.

Please be informed that the Romanian authorities are accepting the mentioned Amendments, as they are outlined in your letter.

Consequently your letter dated October 13,1978 and the present letter of confirmation, are accordingly amending the cotton textile agreement effected by exchange of notes of January 6 and 25,1978.

Sincerely,

Napoleon Fodor
Economic Counsellor

POLISH PEOPLE'S REPUBLIC

Trade in Textiles and Textile Products

Agreement amending the agreement of January 9 and 12, 1978.
Effected by exchange of notes
Signed at Washington October 19 and 20, 1978;
Entered into force October 20, 1978.

The Acting Secretary of State to the Polish Ambassador

October 19, 1978

Excellency:

I have the honor to refer to the Agreement between the United States of America and the Polish People's Republic Relating to Trade in Cotton, Wool and Man-made Fiber Textiles, with Annexes, effected by exchange of notes January 9 and 12, 1978,[1] ("the Agreement"), and to discussions held in Washington, D. C. between representatives of our two countries October 6, 1978. As a result of those discussions, I propose that the Agreement be amended as follows:

1. Paragraph 5 (b) shall be amended to set out an additional category and a new sub-category and to establish new levels for the first Agreement Year (1978) as follows:

Category	Level (Square Yards Equivalent)
"334 - Other cotton coats, M and B	6,275,000
(334 Part, other than zippered sweatshirts currently in TSUSA 380.0611)	(700,000)"
"359 - Other cotton apparel	2,760,000"

His Excellency
Romuald Spasowski,
Ambassador of the Polish People's Republic.

[1] TIAS 9064; 29 UST 4499.

2. Annex B shall be amended to establish a new level for the first Agreement Year (1978) and to align a sub-category's coverage with the Tariff Schedule of the United States Annotated (1978) as follows:

Category	Level (Square Yards Equivalent) 1978
"338 - Cotton knit shirts, M and B	3,178,000
(338 Part, TSUSA 380.0651 and TSUSA 380.0652)	(1,300,000)"

3. Annex A shall be amended to establish new conversion factors as follows:

Category	Description	Conversion Factor	Unit of Measure
445	Sweaters, M and B	14.88	DZ.
446	Sweaters, W, G and I	14.88	DZ.

If the foregoing proposal is acceptable to the Government of the Polish People's Republic, this note and your Excellency's note of confirmation on behalf of the Government of the Polish People's Republic shall constitute an Amendment to the Agreement.

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

For the Acting Secretary of State:

William Barraclough

The Polish Ambassador to the Deputy Assistant Secretary of State for International Trade Policy

EMBASSY
OF THE POLISH PEOPLE'S REPUBLIC
WASHINGTON, D. C.

October 20, 1978

Excellency:

I have the honor to acknowledge the receipt of Your Excellency's note of October 19, 1978, which reads as follows:

" Excellency:

I have the honor to refer to the Agreement between the United States of America and the Polish People's Republic Relating to Trade in Cotton, Wool and Man-made Fiber Textiles, with Annexes, effected by exchange of noted January 9 and 12, 1978, /"the Agreement"/, and to discussions held in Washington, D.C. between representatives of our two countries October 6, 1978. As a result of those discussions, I propose that the Agreement be amended as follows:

1. Paragraph 5 /b/ shall be amended to set out an additional category and a new sub-category and to establish new levels of the first Agreement Year /1978/ as follows:

Category	Level /Square Yards Equivalent/
"334 - Other cotton coats, M and B	6,275,000
/334 Part, other than zippered sweatshirts currently in TSUSA 380.0611/	/700,000/"
"359 - Other cotton apparel	2,760.000"

2. Annex B shall be amended to establish a new level for the first Agreement Year /1978/ and to align a sub-category's coverage with the Tariff Schedule of the United States Annotated /1978/ as follows:

Category	Level /Square Yards Equivalent/ 1978
"338 - Cotton knit shirts, M and B	3,178,000
/338 Part, TSUSA 380.0651 and TSUSA 380.0652/	/1,300,000/"

3. Annex A shall be amended to establish new conversion factors as follows:

Category	Description	Conversion Factor	Unit of Measure
445	Sweaters, M and B	14.88	DZ.
446	Sweaters, W, G and I	14.88	DZ.

If the foregoing proposal is acceptable to the Government of the Polish People's Republic, this note and your Excellency's note of confirmation on behalf of the Government of the Polish People's Republic shall constitute an Amendment to the Agreement.

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

I confirm that your proposal is acceptable to my Government and concur that Your Excellency's note and this note in reply constitute an amendment to the Agreement.

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

Romuald Spasowski

His Excellency
William G. Barraclough
Deputy Assistant Secretary of State
Department of State
Washington, D.C.

SINGAPORE

Trade in Textiles and Textile Products

Agreement effected by exchange of notes
Signed at Washington September 21 and 22, 1978;
Entered into force September 22, 1978;
Effective January 1, 1978.
And amending agreement
Effected by exchange of notes
Signed at Washington October 18 and November 1, 1978;
Entered into force November 1, 1978.

The Secretary of State to the Singaporan Ambassador

DEPARTMENT OF STATE
WASHINGTON

September 21, 1978

Excellency:

I have the honor to refer to the Arrangement Regarding International Trade in Textiles, with Annexes, done at Geneva on December 20, 1973, and extended by protocol adopted on December 14, 1977[1] at Geneva (hereinafter referred to as the Arrangement).

I have also the honor to refer to discussions between representatives of the Government of the Republic of Singapore and the Government of the United States of America in Washington from September 26 to September 30, 1977, and in Singapore from January 30 to February 2, 1978, concerning exports to the United States of America of cotton, wool and man-made fiber textiles and textile products manufactured in the Republic of Singapore. As a result of these discussions, and in conformity with Article 4 of the Arrangement, I have the honor to propose, on behalf of the Government of the United States of America, the following Agreement relating to trade in cotton, wool and man-made fiber textiles and textile products between the Republic of Singapore and the United States of America:

1. The term of this Agreement will be the four-year period from January 1, 1978 through December 31, 1981.

His Excellency

Punch Coomaraswamy,

Ambassador of Singapore.

[1] TIAS 7840, 8939; 25 UST 1001; 29 UST 2287.

Each "Agreement Year" shall be a calendar year, with the first Agreement Year commencing on January 1, 1978 and ending on December 31, 1978.

2. Textiles and textile products covered by this Agreement shall be classified in three groups, as follows:

Group	Definition
I	Yarns, fabrics, made-up goods and miscellaneous textile products of cotton and man-made fibers. (Categories 300-320, 360-369, 600-627, 665-669).
II	Apparel of cotton and man-made fibers. (Categories 330-359, 630-659).
III	Wool textiles and textile products. (Categories 400-469).

The determination of whether a textile or textile product is of cotton, wool, or man-made fiber shall be made in accordance with the terms of paragraph 9. The Categories referred to in the above definitions of groups are those summarized in Annex A.

3. (a) The system of Categories and the rates of conversion into square yards equivalent listed in Annex A shall apply in implementing this Agreement except as set out in subparagraph 3 (b).

(b) For purposes of this Agreement, and in recognition of the patterns of trade of the Republic of Singapore with the United States of America, the Categories below are merged as indicated and treated as single Categories and Subcategories with Specific

Limits for Categories and Sub-limits for Subcategories as set out in Annex B:

Categories Merged	Designation in Agreement	Subcategories
333, 334, 335	333/334/335	333;334;335
338, 339	338/339	338;339
347, 348	347/348	347;348
445, 446	445/446	None
633, 634, 635	633/634/635	633;634;635
638, 639	638/639	638
643, 644	643/644	643; 643 not knit; 644
647, 648	647/648	647

For purposes of computing charges to Aggregate, Group and Specific Limits and Sub-limits for the Categories and Sub-categories cited above, rates of conversion for individual Categories set out in Annex A shall be applied.

4. Commencing with the first Agreement Year, and during the subsequent term of this Agreement, the Government of the Republic of Singapore shall limit annual exports from the Republic of Singapore to the United States of America of cotton, wool, and man-made fiber textiles and textile products manufactured in the Republic of Singapore to the Aggregate, Group and Specific Limits and Sub-limits set out in Annex B, as such Limits may be adjusted in accordance with paragraphs 6, 7, and 8. The Limits set out in Annex B do not include any adjustments permitted under paragraphs 6, 7, or 8.

5. Categories not given Specific Limits are subject to consultation levels and to the aggregate and applicable Group Limits. In the event the Government of the Republic of Singapore wishes to permit exports to the United States of America in any category in excess of the applicable consultation level during any Agreement Year, the Government of the Republic of Singapore shall request consultations with the Government of the United States of America on this question and the Government of the United States of America shall enter into such consultations. Until agreement on a different level of exports is reached, the Government of the Republic of Singapore shall limit exports to the United States of America in the category in question to the consultation level. For each Agreement Year, the minimum consultation level for each category not given a Specific Limit shall be 1,000,000 square yards equivalent for Categories in Group I, 700,000 square yards equivalent for Categories in Group II, and 100,000 square yards equivalent for categories in Group III. Annual consultation levels above these stated amounts are specified in Annex C hereto.

6. During any Agreement Year, and within the Aggregate Limit for such Agreement Year, the Group Limits set out in Annex B applicable to such Agreement Year may be exceeded by not more than 15 percent in the case of Group I, by not more than 7 percent in the case of Group II, and by not

more than 1 percent in the case of Group III. Adjustments made pursuant to this paragraph are in addition to those pursuant to paragraph 8.

7. During any Agreement Year, and within the Aggregate and applicable Group Limits for such Agreement Year, as they may be adjusted pursuant to paragraphs 6 and 8, any Specific Limit or Sub-limit set out in Annex B may be exceeded by not more than:

10 percent if included within Group I,

7 Percent if included within Group II,

5 percent if included within Group III.

8. (a) In any Agreement Year, in addition to any adjustment pursuant to paragraphs 6 and 7, exports may exceed by a maximum of 11 percent the Aggregate Limit and any Group or Specific Limit or Sub-limit by allocating to such Limit for that Agreement Year an unused portion of the corresponding Limit for the previous Agreement Year ("Carryover") or a portion of the corresponding Limit for the succeeding Agreement Year ("Carry Forward") subject to the following conditions:

(i) Carryover may be utilized as available up to 11 percent of the receiving Agreement Year's applicable Limits, provided, however, that no Carryover shall be available for application during the first Agreement Year;

(ii) The combination of Carryover and Carry Forward shall not exceed 11 percent of the receiving Agreement Year's applicable Limit in any Agreement Year;

(iii) Carry Forward may be utilized up to 6 percent of the receiving Agreement Year's applicable Limit and shall be charged against the immediately following Agreement Year's corresponding Limit;

(iv) Carryover of Shortfall (as defined in Subparagraph 8(b) shall not be applied to any Specific Limits until the Governments of the Republic of Singapore and the United States of America have agreed upon the amounts involved.

(b) For purposes of this Agreement, a Shortfall occurs when exports of textiles or textile products of the Republic of Singapore to the United States of America during an Agreement Year are below the Aggregate Limit and any applicable Group Limit, Specific Limit or Sub-limit. In the Agreement Year following the Shortfall, such exports from the Republic of Singapore to the United States of America may be permitted to exceed the Aggregate, Group, and Specific Limits and Sub-limits, subject to conditions of subparagraph 8(a) by Carryover of Shortfalls in the following manner:

(i) The Carryover shall not exceed the amount of Shortfall in either the Aggregate Limit or any applicable Group or Specific Limit or Sub-limit;

(ii) In the case of Shortfall in a Category or Sub-category subject to a Specific Limit or Sub-limit, the Shortfall shall be used in the Category or Sub-category in which the Shortfall occurred; and

(iii) In the case of Shortfalls not attributable

to Categories or Sub-categories subject to Specific Limits or Sub-limits, the Carryover shall be used in the same Group in which the Shortfall occurred.

(c) The Limits referred to in Sub-paragraphs (a) and (b) of this paragraph are without any adjustment under this paragraph or paragraphs 6 or 7.

(d) The total adjustment under this paragraph shall be in addition to adjustments to the Limits permitted by paragraphs 6 and 7.

(e) The total adjustment permissible under this paragraph for the first Agreement Year shall be 6 percent, consisting solely of Carry Forward.

9. (a) Tops, yarns, piece goods, made-up articles, garments and other textile manufactured products, all being products which derive their chief characteristics from their textile components, of cotton, wool, or man-made fibers, or blends thereof, in which any or all of those fibers represent either the chief value of the fibers or 50 percent or more by weight (or 17 percent or more by weight of wool) of the product, are subject to this Agreement.

(b) For the purposes of this Agreement, textile products shall be classified as cotton, wool or man-made fiber textiles if wholly or in chief value of any of these fibers. Any products covered by sub-paragraph 9(a) but not in chief value of cotton, wool or man-made fiber shall be classified as:

(i) Cotton textiles if containing 50 percent or

more by weight of cotton, or if the cotton component exceeds by weight the wool and/or the man-made fiber component;

(ii) Wool textiles if not cotton, and wool equals or exceeds 17 percent by weight of all component fibers; and

(iii) Man-made fiber textiles if neither of the foregoing applies.

10. Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising in the implementation of this Agreement, including differences in points of procedure or operation.

11. (a) The Government of the United States of America shall promptly supply the Government of the Republic of Singapore with data on monthly imports of cotton, man-made fiber and wool textiles and textile products into the United States of America from the Republic of Singapore.

(b) The Government of the Republic of Singapore shall promptly supply the Government of the United States of America with data on monthly exports of cotton, man-made fiber and wool textiles and textile products from the Republic of Singapore to the United States of America.

(c) Each Government agrees to supply promptly any other available statistical data necessary to the implementation of this Agreement requested by the other Government.

12. The Government of the Republic of Singapore shall use its best efforts to space exports from the Republic of Singapore to the United States of America within each

Category or Sub-category evenly throughout each Agreement Year, taking into consideration normal seasonal factors.

13. If the Government of the Republic of Singapore considers that, as a result of limitations specified in this Agreement, it is being placed in an inequitable position vis-a-vis a third country, the Government of the Republic of Singapore may request consultations with the Government of the United States of America with a view to taking appropriate remedial action such as reasonable modification of this Agreement.

14. For the duration of this Agreement, the Government of the United States of America shall not invoke the procedures of Article 3 of the Arrangement to request restraint on the export of cotton, wool and man-made fiber textiles and textile products from the Republic of Singapore to the United States of America. Each Government reserves its rights under the Arrangement with respect to textiles and textile products not subject to this Agreement.

15. The Government of the Republic of Singapore shall administer its export control system under this Agreement. The Government of the United States of America may assist the Government of the Republic of Singapore in implementing the limitation provisions of this Agreement.

16. In conformity with Article 12, paragraph (3) of the Arrangement, this Agreement shall not apply to exports of handloom fabrics of the cottage industry of Singapore, or handmade cottage industry products made of

such handloom fabrics in Singapore, or to folklore handicraft textile products traditional to Singapore, provided that such products are properly certified under arrangements established between the two Governments pursuant to paragraphs 10 or 18.

17. Exports of cotton, wool and man-made fiber textiles and textile products in shipments individually valued at less than $250.00 shall not be charged to the limits of this Agreement.

18. A visa and certification system shall be instituted by the Government of the Republic of Singapore and the Government of the United States of America as soon as practicable to facilitate implementation of this Agreement.

19. During the first Agreement Year, each Government shall maintain records on imports or exports, as appropriate, of cotton suits, the component parts of which were charged to two or more of Categories 333, 334, 335, 342, 347, and 348. The Government of the United States of America will inform the Government of Singapore prior to the end of the first Agreement Year whether or not separate male and female cotton suit categories will be established for 1979. If the Government of the United States of America establishes cotton suit categories, the Government of Singapore agrees to consult promptly with the Government of the United States of America for the purpose of establishing levels for these categories.

20. (a) The Government of the United States of America and the Government of the Republic of Singapore agree to

consult, upon the request of either Government, on any question arising in the implementation of this Agreement.

(b) The two Governments agree to undertake a major review of this Agreement within six months after the end of the second Agreement Year.

21. Either Government may terminate this Agreement effective at the end of any Agreement Year by written notice to the other Government to be given at least 90 days prior to the end of such Agreement Year. Either Government may at any time propose revisions in the terms of this Agreement.

If the foregoing conforms with the understanding of the Government of the Republic of Singapore, this note and Your Excellency's note of confirmation on behalf of the Government of the Republic of Singapore shall constitute an Agreement between our two Governments.

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

For the Secretary of State:

[1]

[1] Julius L. Katz.

ANNEX A

Category	Description	Conversion Factor	Unit of Measure
	YARN		
	-- Cotton		
300	Carded	4.6	Lb.
301	Combed	4.6	Lb.
	-- Wool		
400	Tops and yarn	2.0	Lb.
	-- Man-made fiber		
600	Textured	3.5	Lb.
601	Cont. cellulosic	5.2	Lb.
602	Cont. noncellulosic	11.6	Lb.
603	Spun cellulosic	3.4	Lb.
604	Spun noncellulosic	4.1	Lb.
605	Other yarns	3.5	Lb.
	FABRIC		
	-- Cotton		
310	Ginghams	1.0	SYD
311	Velveteens	1.0	SYD
312	Corduroy	1.0	SYD
313	Sheeting	1.0	SYD
314	Broadcloth	1.0	SYD
315	Printcloths	1.0	SYD
316	Shirtings	1.0	SYD
317	Twills and Sateens	1.0	SYD
318	Yarn-dyed	1.0	SYD
319	Duck	1.0	SYD
320	Other fabrics, n.k.	1.0	SYD
	-- Wool		
410	Woolens and worsted	1.0	SYD
411	Tapestries and upholstery	1.0	SYD
425	Knit	2.0	Lb.
429	Other Fabrics	1.0	SYD

-- Man-made fiber

610	Cont. cellulosic, n.k.	1.0	SYD
611	Spun cellulosic, n.k.	1.0	SYD
612	Cont. noncellulosic, n.k.	1.0	SYD
613	Spun noncellulosic, n.k.	1.0	SYD
614	Other fabrics, n.k.	1.0	SYD
625	Knit	7.8	Lb.
626	Pile and tufted	1.0	SYD
627	Specialty	7.8	Lb.

APPAREL

-- Cotton

330	Handkerchiefs	1.7	Dz.
331	Gloves	3.5	DPR
332	Hosiery	4.6	DPR
333	Suit-type coats, M and B	36.2	Dz.
334	Other coats, M and B	41.3	Dz.
335	Coats, W, G and I	41.3	Dz.
336	Dresses (inc. uniforms)	45.3	Dz.
337	Playsuits, sunsuits, washsuits, creepers	25.0	Dz.
338	Knit shirts, (inc. T-shirts, other and sweatshirts) M and B	7.2	Dz.
339	Knit shirts and blouses (inc. T-shirts, other & sweatshirts) W, G and I	7.2	Dz.
340	Shirts, n.k.	24.0	Dz.
341	Blouses, n.k.	14.5	Dz.
342	Skirts	17.8	Dz.
345	Sweaters	36.8	Dz.

347	Trousers, slacks, and shorts (outer) M and B	17.8	Dz.
348	Trousers, slacks and shorts (outer) W, G and I	17.8	Dz.
349	Brassieres, etc.	4.8	Dz.
350	Dressing gowns, inc. bathrobes, and beach robes, lounging gowns house coats, and dusters	51.0	Dz.
351	Pajamas and other nightwear	52.0	Dz.
352	Underwear (inc. union suits)	11.0	Dz.
359	Other apparel	4.6	Lb.
-- Wool			
431	Gloves	2.1	DPR
432	Hosiery	2.8	DPR
433	Suit-type coats, M and B	3.0	No.
434	Other coats, M and B	4.5	No.
435	Coats, W, G and I	4.5	No.
436	Dresses	4.1	No.
438	Knit shirts and blouses	15.0	Dz.
440	Shirts and blouses, n.k.	24.0	Dz.
442	Skirts	1.5	No.
443	Suits, M and B	4.5	No.
444	Suits, W, G and I	4.5	No.
445	Sweaters, M and B	14.88	Dz.
446	Sweaters, W, G and I	14.88	Dz.

447	Trousers, slacks, and shorts (outer) M and B	1.5	No.
448	Trousers, slacks and shorts (outer) W, G and I	1.5	No.
459	Other wool apparel	2.0	Lb.
-- Man-made fiber			
630	Handkerchiefs	1.7	Dz.
631	Gloves	3.5	DPR
632	Hosiery	4.6	DPR
633	Suit-type coats, M and B	36.2	Dz.
634	Other coats, M and B	41.3	Dz.
635	Coats, W, G and I	41.3	Dz.
636	Dresses	45.3	Dz.
637	Playsuits, sunsuits, washsuits, etc.	21.3	Dz.
638	Knit shirts, (inc. T-shirts), M and B	18.0	Dz.
639	Knit shirts and blouses (inc. T-shirts), W, G and I	15.0	Dz.
640	Shirts, n.k.	24.0	Dz.
641	Blouses, n.k.	14.5	Dz.
642	Skirts	17.8	Dz.
643	Suits, M and B	4.5	No.
644	Suits, W, G and I	4.5	No.
645	Sweaters, M and B	36.8	Dz.
646	Sweaters W, G and I	36.8	Dz.
647	Trousers, slacks, and shorts (outer), M and B	17.8	Dz.

648	Trousers, slacks and shorts (outer), W, G and I	17.8	Dz.
649	Brassieres, Etc.	4.8	Dz.
650	Dressing gowns, inc. bath and beach robes	51.0	Dz.
651	Pajamas and other nightwear	52.0	Dz.
652	Underwear	16.0	Dz.
659	Other apparel	7.8	Lb.
	MADE-UPS AND MISC.		
-- Cotton			
360	Pillowcases	1.1	No.
361	Sheets	6.2	No.
362	Bedspreads and quilts	6.9	No.
363	Terry and other pile towels	0.5	No.
369	Other cotton manufactures	4.6	Lb.
-- Wool			
464	Blankets and auto robes	1.3	Lb.
465	Floor covering	0.1	SFT
469	Other wool manufactures	2.0	Lb.
-- Man-made fiber			
665	Floor coverings	0.1	SFT
666	Other furnishings	7.8	Lb.
669	Other man-made manufactures	7.8	Lb.

ANNEX B
Aggregate, Group, Specific Limits and Sub-limits

Category	Description	Units	1st Year	2nd Year	3rd Year	4th Year
Aggregate		SYE	231,979,421	246,478,135	261,883,018	278,250,707
Group I - Non-apparel		SYE	51,921,618	55,190,554	58,664,207	62,355,376
Group II - Apparel		SYE	177,618,401	188,813,785	200,710,277	213,351,712
Group III - Wool		SYE	3,439,402	3,473,796	3,508,534	3,543,619
333/4/5	Coats	Doz.	150,000	157,500	165,375	173,644
333	M&B suits	Doz.	8,625	9,056	9,509	9,985
334	M&B Other	Doz.	45,540	47,817	50,208	52,718
335	WG&I	Doz.	118,335	124,252	130,464	136,988
338/9	Knit Shirts & Blouses	Doz.	500,000	525,000	551,250	578,813
338	M&B	Doz.	284,175	298,384	313,303	328,968
339	WG&I	Doz.	332,925	349,571	367,050	385,402
340	Woven shirts	Doz.	350,000	367,500	385,875	405,169
347/8	Trousers	Doz.	500,000	525,000	551,250	578,813
347	M&B	Doz.	430,625	452,156	474,764	498,502
348	WG&I	Doz.	194,375	204,094	214,298	225,013
434	M&B Other Coats	Doz.	30,000	30,300	30,603	30,909
	Other than CPO jackets	Doz.	(3,600)	(3,636)	(3,672)	(3,709)
633/4/5	Coats	Doz.	400,000	420,000	441,000	463,050
633	M&B suits	Doz.	21,271	22,335	23,451	24,624
634	M&B Other	Doz.	174,089	182,793	191,933	201,530
635	WG&I	Doz.	222,400	233,520	245,196	257,456
638/9	Knit Shirts & Blouses	Doz.	2,720,000	2,801,600	2,885,648	2,972,217
638	M&B	Doz.	340,000	350,200	360,706	371,527
643/4	Suits	Nos.	2,853,240	2,995,902	3,145,697	3,302,982
643	M&B	Nos.	491,775	516,364	542,182	569,291
(643	M&B, Woven)	Nos.	(155,555)	(155,555)	(155,555)	(155,555)
644	WG&I	Nos.	2,597,612	2,727,492	2,863,866	3,007,060
647/8	Trousers	Doz.	1,350,000	1,417,500	1,488,375	1,562,794
647	M&B	Doz.	174,158	182,865	192,009	201,609

ANNEX C

Designated Consultation Levels

Category	Description	Units	Level
313	Sheeting.....	Syd.	10,000,000
314	Broadcloth.....	Syd.	5,000,000
317	Twill and sateen.....	Syd.	8,000,000
319	Duck.....	Syd.	3,000,000
320	Woven fabric, n.e.s.....	Syd.	6,000,000
351	Nightwear.....	Doz.	281,295
369	Other cotton manufactures...	Lbs.	3,043,478
445/446	Sweaters.....	Doz.	20,000
600	Textured yarn.....	Lbs.	857,143
604	Non-continuous, non-cell. yarn.....	Lbs.	700,000
625	Knit fabric.....	Lbs.	1,000,000
646	Sweaters, WG&I.....	Doz.	100,000
659	Other apparel.....	Lbs.	1,200,000

The Singaporan Ambassador to the Secretary of State

EMBASSY OF THE REPUBLIC OF SINGAPORE

SW 8-072

Excellency

I have the honour to acknowledge the receipt of Your Excellency's note of 21 September 1978 proposing an Agreement relating to trade in cotton, wool and man-made fiber textiles and textile products between the Republic of Singapore and the United States of America.

I have further the honour to confirm that Your Excellency's proposal is acceptable to my Government and that Your Excellency's note and this note in reply thereto shall constitute an Agreement between our two Governments.

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

Punch Coomaraswamy
Ambassador

22 September 1978

His Excellency
Cyrus R Vance
Secretary of State
Department of State
Washington DC

[AMENDING AGREEMENT]

The Acting Secretary of State to the Singaporan Ambassador

October 18, 1978

Excellency:

I have the honor to refer to the Agreement between the United States of America and the Republic of Singapore Relating to Trade in Cotton, Wool, and Man-made Fiber Textiles and Apparel Products, with Annexes, done at Washington September 22, 1978 (the Agreement).

I have the honor to propose, on behalf of my Government that the consultation level for category 641 (man-made fiber blouses) be 55,775 dozens for the current agreement year.

If the foregoing proposal is acceptable to the Government of the Republic of Singapore, this note and your Excellency's note of confirmation on behalf of the Government of the Republic of Singapore shall constitute an amendment to the Agreement, effective on the date of your note of confirmation.

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

For the Acting Secretary of State:
William Barraclough

His Excellency
Punch Coomaraswamy,
Ambassador of Singapore.

TIAS 9214

The Singaporan Ambassador to the Secretary of State

EMBASSY OF THE REPUBLIC OF SINGAPORE

SEW 8-083

1 November 1978

Excellency

I have the honour to acknowledge the receipt of Your Excellency's communication of 18 October, 1978 proposing that the consultation level for category 641 (man-made fiber blouses) be 55,775 dozens for the current year.

I have further the honour to confirm that Your Excellency's proposal is acceptable to my Government and that Your Excellency's communication and this communication in reply thereto shall constitute an amendment to the Agreement.

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

Punch Coomaraswamy
Ambassador

His Excellency Cyrus Vance
Secretary of State
Washington DC

TIAS 9214

THAILAND

Trade in Textiles and Textile Products

Agreement effected by exchange of notes
Signed at Bangkok October 4, 1978;
Entered into force October 4, 1978;
Effective January 1, 1978.
And amending agreement
Effected by exchange of letters
Signed at Bangkok November 3 and 13, 1978;
Entered into force November 13, 1978.

The Secretary of State to the Thai Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 575 BANGKOK, *October 4, 1978*

EXCELLENCY:

I have the honor to refer to the arrangement regarding international trade in textiles, with annexes, done at Geneva on December 23, 1973, [1] and extended by a Protocol adopted on December 14, 1977 [2] at Geneva (hereinafter referred to as the Arrangement).

I have also the honor to refer to negotiations between representatives of the Royal Thai Government and the Government of the United States of America in Pattaya from June 1 to June 4, 1978, concerning exports to the United States of America of cotton, wool and manmade fiber textiles and textile products manufactured in Thailand. As a result of those discussions and in conformity with Article 4 of the Arrangement, I proposed on behalf of the Government of the United States of America in diplomatic note No. 460 dated August 17, 1978, an agreement relating to trade in cotton, wool, and manmade fiber textiles and textile products between Thailand and the United States of America.

On behalf of the Royal Thai Government, the Department of Trade of the Ministry of Commerce subsequently requested changes in the

---

[1] Should read "December 20, 1973". TIAS 7840; 25 UST 1001.
[2] TIAS 8939; 29 UST.

proposed text of the agreement. In consideration of the Department of Foreign Trade's request, I now have the honor to offer on behalf of the Government of the United States of America the following revised proposal for an agreement relating to trade in cotton, wool, and man-made fiber textiles and textile products between Thailand and the United States of America:

1. The term of this Agreement shall be from January 1, 1978 through December 31, 1982. An "Agreement year" shall be a calendar year, with the first Agreement year commencing on January 1, 1978 and ending on December 31, 1978.

2. (A) The system of categories and the rates of conversion into square yards equivalent listed in Annex A shall apply in implementing this Agreement except that the pairs of categories below are merged and treated as single categories.

Categories Merged	Designation in Agreement
334, 335	334/335
338, 339	338/339
347, 348	347/348
445, 446	445/446
634, 635	634/635
645, 646	645/646
647, 648	647/648

3. Commencing with the first Agreement year, and during each succeeding Agreement year, the Royal Thai Government shall limit annual exports from Thailand to the United States of America of cotton, wool, and man-made fiber textiles and textile products manufactured in Thailand to the apparel limit in category specified limits set out in Annex B, as such limits may be adjusted in accordance with paragraph 5. The limits set out in Annex B do not include any adjustments permitted under paragraph 5, but do include swing.

4. (A) Categories not subject to specific limits are subject to consultation levels and apparel categories are subject to the apparel limit. Except as specified in Annex C, consultation levels for each Agreement year shall be 1,000,000 square yards equivalent for cotton and man-made fiber non-apparel categories, 700,000 square yards equivalent for cotton and man-made fiber apparel categories and 100, 000 square yards equivalent for all wool categories

(B) In the event the Royal Thai Government wishes to permit exports to the United States of America in any category in excess of the applicable consultation level during any Agreement year, the Royal Thai Government shall request consultations with the Government of the United States of America on this question. The Government of the United States will consider each request sympathetically and will deny such requests only when there are problems of market disruption in the category or product concerned. In denying a request,

the Government of the United States will supply to the Royal Thai Government the data upon which the decision of the Government of the United States was based.

5. (A) In any Agreement year, exports may exceed by a maximum of 11 percent (6 percent during the first Agreement year) the apparel limit and any category specific limit (as specified in Annex B) by allocating to such limit for that Agreement year an unused portion of the corresponding limit for the previous Agreement year ("carryover") or a portion of the corresponding limit for the succeeding Agreement year ("carry forward") subject to the following conditions:

(I) Carryover may be utilized as available up to 11 percent of the receiving Agreement year's applicable limits, provided, however, that no carryover shall be available for application during the first Agreement year;

(II) The combination of carryover and carry forward shall not exceed 11 percent of the receiving Agreement year's applicable limit in any Agreement year;

(III) Carry forward may be utilized up to 6 percent of the receiving Agreement year's applicable limits and shall be charged against the immediately following Agreement year's corresponding limits;

(IV) Carryover of shortfall (as defined in subparagraph 5(B) shall not be applied to any limits until the Royal Thai Government and the Government of the United States of America have agreed upon the amounts involved.

(B) For purposes of this Agreement, a shortfall occurs when exports of textiles and textile products of Thailand to the United States of America during an Agreement year are below the apparel limit on any category specific limit (as specified in Annex B). In the Agreement year following the shortfall, the corresponding exports from Thailand to the United States of America may exceed the apparel limit and category specific limits, subject to the conditions of subparagraph 5(A), by carryover of shortfall in the following manner:

(I) The carryover shall not exceed the amount of shortfall in either the apparel limit or any applicable specific limit;

(II) In the case of shortfall in a category subject to a specific limit, the shortfall shall be used in the category in which the shortfall occurred; and

(C) The total adjustment permissible under the paragraph for the first Agreement year shall be 6 percent, consisting solely of carry forward.

6. (A) Tops, yarns, piece goods, made-up articles, garments and other textile manufactured products, all being products which derive their chief characteristics from their textile components, of cotton, wool, or man-made fibers, or blends thereof, in which any or all of those fibers represent either the chief value of the fibers or 50 percent or

more by weight (or 17 percent or more by weight of wool) of the product, are subject to this Agreement.

(B) For the purposes of this Agreement, textile products shall be classified as cotton, wool or man-made fiber textiles if wholly or in chief value of any of these fibers. Any products covered by sub-paragraph 6(A) but not in chief value of cotton, wool or man-made fiber shall be classified as:

(I) Cotton textiles if containing 50 percent or more by weight of cotton, or if the cotton component exceeds by weight the wool and/or the man-made fiber component;

(II) Wool textiles if not cotton, and wool equals or exceeds 17 percent by weight of all component fibers; and

(III) Man-made fiber textiles if neither of the foregoing applies.

7. Mutually satisfactory administrative arrangements or adjustments may be made to resolve problems arising in the implementation of this Agreement, including differences in points of procedure or operation. Adjustments of consultation levels may be accomplished by exchanges of letters in accordance with the internal procedures of each of the parties to this Agreement.

8. (A) The Government of the United States of America shall promptly supply the Royal Thai Government with data on monthly imports of cotton, man-made fiber and wool textiles and textile products into the United States of America from Thailand.

(B) The Royal Thai Government shall promptly supply the Government of the United States of America with data on monthly exports of cotton, man-made fiber and wool textiles and textile products from Thailand to the United States of America.

(C) Each Government agrees to supply promptly any other available statistical data necessary to the implementation of this Agreement requested by the other Government.

9. The Royal Thai Government shall use its best efforts to space exports from Thailand to the United States of America within each category evenly throughout each Agreement year, taking into consideration normal seasonal factors. Exports from Thailand in excess of authorized limits for each Agreement year will, if allowed entry into the United States of America pursuant to this Agreement, be charged to the applicable limits or levels for the succeeding Agreement year.

10. If the Royal Thai Government considers that as a result of limitations specified in the Agreement that Thailand is being placed in an inequitable position vis-a-vis a third country, the Royal Thai Government may request consultations with the Government of the United States of America with the view of taking appropriate remedial action such as a reasonable modification of this Agreement.

11. For the duration of this Agreement, the Government of the United States of America shall not invoke the procedures of Article 3 of the Arrangement to request restraint on the export of cotton, wool

and man-made fiber textiles and textile products from Thailand to the United States. Each Government reserves its rights under the Arrangement with respect to textiles and textile products not subject to this Agreement.

12. The Royal Thai Government shall administer its export control system under this Agreement. The Government of the United States of America may assist the Royal Thai Government in implementing the limitation provisions of this Agreement by controlling imports of textiles and textile products covered by this Agreement.

13. (A) In conformity with Article 12, paragraph (3) of the Arrangement, this Agreement shall not apply to exports of handloom fabrics of the cottage industry of Thailand, or handmade cottage industry products made of such handloom fabrics in Thailand, or to folklore handicraft textile products traditional to Thailand, provided that such products are properly certified under arrangements established between the two Governments pursuant to paragraph 7 of this Agreement and the August 16, 1976 exchange of letters between the two Governments regarding certification of exempt items.

(B) Exports of cotton, wool and man-made fiber textiles and textile products in shipments individually valued at less than 250 dollars shall not be charged to the limits of this Agreement.

14. During the first Agreement year, each Government shall maintain records on imports or exports, as appropriate, of cotton suits, the component parts of which were charged to two or more of categories 333, 334, 335, 342, 347, and 348. If the Government of the United States of America requests consultation with the Royal Thai Government prior to the end of the first Agreement year with a view to creating a separate specific limit for cotton suits, the Royal Thai Government agrees to consult promptly with the Government of the United States of America.

15. The Government of the United States of America and the Royal Thai Government agree to consult on any question arising in the implementation of this Agreement, and unless otherwise mutually agreed, such consultations shall be held within 30 days of the requests.

16. The Government of the United States of America and the Royal Thai Government may at any time propose revisions in the terms of this Agreement. Each Government agrees to consult promptly with the other Government about such proposals with a view to making such revisions to this Agreement, or taking such other appropriate action as may be mutually agreed upon.

17. Either Government may terminate this Agreement, effective at the end of an Agreement year, by written notice to the other Government, to be given at least 90 days prior to the end of such Agreement year.

If the foregoing conforms with the understanding of the Royal Thai Government, this note and Your Excellency's note of confirmation on behalf of the Royal Thai Government shall constitute an Agreement between our two Governments.

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

FOR THE SECRETARY OF STATE:

MORTON I. ABRAMOWITZ

His Excellency
UPADIT PACHARIYANGKUN,
Minister of Foreign Affairs,
Bangkok.

ANNEX A

Category	Description	Conversion factor	Unit of Measure
	YARN		
	Cotton		
300	Carded	4.6	Lb.
301	Combed	4.6	Lb.
	Wool		
400	Tops and Yarn	2.0	Lb.
	Man-Made Fiber		
600	Textured	3.5	Lb.
601	Cont. Cellulosic	5.2	Lb.
602	Cont. Noncellulosic	11.6	Lb.
603	Spun Cellulosic	3.4	Lb.
604	Spun Noncellulosic	4.1	Lb.
605	Other Yarns	3.5	Lb.
	FABRIC		
	Cotton		
310	Ginghams	1.0	Sq. Yd.
311	Velveteens	1.0	Sq. Yd.
312	Corduroy	1.0	Sq. Yd.
313	Sheeting	1.0	Sq. Yd.
314	Broadcloth	1.0	Sq. Yd.
315	Printcloths	1.0	Sq. Yd.
316	Shirtings	1.0	Sq. Yd.
317	Twills and Sateens	1.0	Sq. Yd.
318	Yarn-Dyed	1.0	Sq. Yd.
319	Duck	1.0	Sq. Yd.
320	Other Fabrics, N.K.	1.0	Sq. Yd.
	Wool		
410	Woolens and Worsted	1.0	Sq. Yd.
411	Tapestries and Upholstery	1.0	Sq. Yd.
425	Knit	2.0	Lb.
429	Other Fabrics	1.0	Sq. Yd.
	Man-Made Fiber		
610	Cont. Cellulosic, N.K.	1.0	Sq. Yd.
611	Spun Cellulosic, N.K.	1.0	Sq. Yd.
612	Cont. Noncellulosic, N.K.	1.0	Sq. Yd.
613	Spun Noncellulosic, N.K.	1.0	Sq. Yd.
614	Other Fabrics, N.K.	1.0	Sq. Yd.
625	Knit	7.8	Lb.
626	Pile and Tufted	1.0	Sq. Yd.
627	Specialty	7.8	Lb.

Category	Description	Conversion factor	Unit of Measure
	APPAREL		
	Cotton		
330	Handkerchiefs	1. 7	Dz.
331	Gloves	3. 5	Dpr.
332	Hosiery	4. 6	Dpr.
333	Suit-type Coats, M and B	36. 2	Dz.
334	Other coats, M and B	41. 3	Dz.
335	Coats, W, G and I	41. 3	Dz.
336	Dresses (inc. uniforms)	45. 3	Dz.
337	Playsuits, sunsuits, washsuits, creepers	25. 0	Dz.
338	Knit shirts, (inc. T-shirts, other and sweaters) M & B	7. 2	Dz.
339	Knit shirts and blouses (inc. T-shirts, other and sweatshirts W, G and I	7. 2	Dz.
340	Shirts, N.K.	24. 0	Dz.
341	Blouses, N.K.	14. 5	Dz.
342	Skirts	17. 8	Dz.
345	Sweaters	36. 8	Dz.
347	Trousers, slacks, and shorts (outer) M and B	17. 8	Dz.
348	Trousers, slacks and shorts (outer) W, G and I	17. 8	Dz.
349	Brassieres, etc.	4. 8	Dz.
350	Dressing gowns, inc. bathrobes, and beach robes, lounging gowns, house coats, and dusters	51. 0	Dz.
351	Pajamas and other nightwear	52. 0	Dz.
352	Underwear (inc. union suits)	11. 0	Dz.
359	Other apparel	4. 6	Lb.
	Wool		
431	Gloves	2. 1	Dpr.
432	Hosiery	2. 8	Dpr.
433	Suit-type coats, M and B	3. 0	No.
434	Other coats, M and B	4. 5	No.
435	Coats, W, G and I	4. 5	No.
436	Dresses	4. 1	No.
438	Knit shirts and blouses	15. 0	Dz.
440	Shirts and blouses, N.K.	24. 0	Dz.
442	Skirts	1. 5	No.
443	Suits, M and B	4. 5	No.
444	Suits, W, G and I	4. 5	No.
445	Sweaters, M and B	14. 88	Dz.
446	Sweaters, W, G and I	14. 88	Dz.
447	Trousers, slacks, and shorts (outer) M and B	1. 5	No.
448	Trousers, slacks and shorts (outer) W, G and I	1. 5	No.
459	Other wool apparel	2. 0	Lb.
	Man-Made Fiber		
630	Handkerchiefs	1. 7	Dz.
631	Gloves	3. 5	Dpr.
632	Hosiery	4. 6	Dpr.
633	Suit-type coats, M and B	36. 2	Dz.
634	Other coats, M and B	41. 3	Dz.

Category	Description	Conversion factor	Unit of Measure
635	Coats, W, G and I	41.3	Dz.
636	Dresses	45.3	Dz.
637	Playsuits, sunsuits, washsuits, etc.	21.3	Dz.
638	Knit shirts, (inc. T-shirts), M and B	18.0	Dz.
639	Knit shirts and blouses (inc. T-shirts) W, G and I	15.0	Dz.
640	Shirts, N.K.	24.0	Dz.
641	Blouses, N.K.	14.5	Dz.
642	Skirts	17.8	Dz.
643	Suits, M and B	4.5	No.
644	Suits, W, G and I	4.5	No.
645	Sweaters, M and B	36.8	Dz.
646	Sweaters, W, G and I	36.8	Dz.
647	Trousers, slacks, and shorts (outer), M and B	17.8	Dz.
648	Trousers, slacks and shorts (outer), W, G and I	17.8	Dz.
649	Brassieres, etc.	4.8	Dz.
650	Dressing gowns, inc. bath and beach robes	51.0	Dz.
651	Pajamas and other nightwear	52.0	Dz.
652	Underwear	16.0	Dz.
659	Other apparel	7.8	Lb.
	MADE-UPS AND MISC.		
	Cotton		
360	Pillowcases	1.1	No.
361	Sheets	6.2	No.
362	Bedspreads and quilts	6.9	No.
363	Terry and other pile towels	0.5	No.
369	Other cotton manufactures	4.6	Lb.
	Wool		
464	Blankets and auto robes	1.3	Lb.
465	Floor covering	0.1	Sq. Ft.
469	Other wool manufactures	2.0	Lb.
	Man-Made Fiber		
665	Floor coverings	0.1	Sq. Ft.
666	Other furnishings	7.8	Lb.
669	Other man-made manufactures	7.8	Lb.

ANNEX B

APPAREL LIMIT AND CATEGORY SPECIFIC LIMITS

	UNITS	1978	1979	1980	1981	1982
Apparel	Sye.	53, 000, 000	56, 710, 000	60, 679, 700	64, 927, 279	69, 472, 188
331 Gloves	Dpr.	314, 286	336, 286	359, 286	385, 014	411, 965
334/335 Coats, M & B	Doz.	41, 162	44, 043	47, 126	50, 426	53, 955
338/339 Knit shirts and blouses	Doz.	445, 833	477, 041	510, 434	546, 165	584, 396
340 Shirts, not knit	Doz.	78, 631	84, 135	90, 025	96, 326	103, 069
341 Blouses, not knit	Doz.	83, 017	88, 828	95, 046	101, 699	108, 819
347/348 Trousers	Doz.	140, 449	150, 280	160, 801	172, 056	184, 100
445/446 Sweaters	Doz.	14, 113	14, 254	14, 397	14, 541	14, 686
634/635 Coats	Doz.	287, 454	307, 576	329, 196	352, 143	376, 793
639 Knit shirts and blouses, W, G & I	Doz.	988, 680	1, 057, 888	1, 131, 940	1, 211, 176	1, 295, 958
641 Blouses	Doz.	124, 138	132, 828	142, 126	152, 075	162, 720
645/646 Sweaters	Doz.	56, 592	60, 553	64, 792	69, 327	74, 180
647/648 Trousers	Doz.	376, 600	402, 962	431, 169	461, 351	493, 646

ANNEX C

DESIGNATED CONSULTATION LEVELS

Category	Description	Level
313	Sheeting	5,300,000 sye.
314	Broadcloth	4,500,000 sye.
315	Printcloth	5,800,000 sye.
317	Twills and Sateens	5,600,000 sye.
319	Duck	3,000,000 sye.
320	Other fabrics, N.E.S.	8,000,000 sye.
613	Spun non-cell, not knit	5,000,000 sye.

The Thai Deputy Minister of Foreign Affairs to the American Ambassador

No. 0501/43771

Ministry of Foreign Affairs,
Saranrom Palace.

Bangkok, 4th October B.E. 2521 (1978)

Excellency,

I have the honour to acknowledge the receipt of Your Excellency's Note No. 575 dated 4th October 1978 concerning exports of cotton, wool and man-made fiber textiles and textile products from Thailand to the United States of America which reads as follows:

"I have the honor to refer to the arrangement regarding international trade in textiles, with annexes, done at Geneva on December 23, 1973, and extended by a Protocol adopted on December 14, 1977 at Geneva (hereinafter referred to as the Arrangement).

I have also the honor to refer to negotiations between representatives of the Royal Thai Government and the Government of the United States of America in Pattaya from June 1 to June 4, 1978, concerning exports to the United States of America of cotton, wool and man-made fiber textiles and textile products manufactured in Thailand. As a result of those discussions and in conformity with Article 4 of the Arrangement, I proposed on behalf of the Government of the United States of America in diplomatic note No. 460 dated August 17, 1978, an agreement relating to trade in cotton, wool, and man-made fiber textiles and textile products between Thailand and the United States of America.

On behalf of the Royal Thai Government, the Department of Trade of the Ministry of Commerce subsequently requested changes in the proposed text of the agreement. In consideration of the

His Excellency
Morton I Abramowitz,
Ambassador Extraordinary and Plenipotiary of
the United States of America,
BANGKOK.

Department of Foreign Trade's request, I now have the honor to offer on behalf of the Government of the United States of America the following revised proposal for an agreement relating to trade in cotton, wool, and man-made fiber textiles and textile products between Thailand and the United States of America:

1. The term of this Agreement shall be from January 1, 1978 through December 31, 1982. An "Agreement year" shall be a calendar year, with the first Agreement year commencing on January 1, 1978 and ending on December 31, 1978.

2. (A) The system of categories and the rates of conversion into square yards equivalent listed in Annex A shall apply in implementing this Agreement except that the pairs of categories below are merged and treated as single categories:

Categories Merged	Designation in Agreement
334, 335	334/335
338, 339	338/339
347, 348	347/348
445, 446	445/446
634, 635	634/635
645, 646	645/646
647, 648	647/648

3. Commencing with the first Agreement year, and during each succeeding Agreement year, the Royal Thai Government shall limit annual exports from Thailand to the United States of America of cotton, wool, and man-made fiber textiles and textile products manufactured in Thailand to the apparel limit in category specified limits set out in Annex B, as such limits may be adjusted in accordance with paragraph 5. The limits set out in Annex 8 do not include any adjustments permitted under paragraph 5 but do include swing.

4. (A) Categories not subject to specific limits are subject to consultation levels and apparel categories are subject

to the apparel limit. Except as specified in Annex C, consultation levels for each Agreement year shall be 1,000,000 square yards equivalent for cotton and man-made fiber non-apparel categories, 700,000 square yards equivalent for cotton and man-made fiber apparel categories and 100,000 square yards equivalent for all wool categories.

(B) In the event the Royal Thai Government wishes to permit exports to the United States of America in any category in excess of the applicable consultation level during any Agreement year, the Royal Thai Government shall request consultations with the Government of the United States of America on this question. The Government of the United States will consider each request sympathetically and will deny such requests only when there are problems of market disruption in the category or product concerned. In denying a request, the Government of the United States will supply to the Royal Thai Government the data upon which the decision of the Government of the United States was based.

5. (A) In any Agreement year, exports may exceed by a maximum of 11 percent (6 percent during the first Agreement year) the apparel limit and any category specific limit (as specified in Annex B) by allocating to such limit for that Agreement year an unused portion of the corresponding limit for the previous Agreement year ("carryover") or a portion of the corresponding limit for the succeeding Agreement year ("carry forward") subject to the following conditions:

(I) Carryover may be utilized as available up to 11 percent of the receiving Agreement year's applicable limits, provided, however, that no carryover shall be available for application during the first Agreement year;

(II) The combination of carryover and carry forward shall not exceed 11 percent of the receiving Agreement year's applicable limit in any Agreement year;

(III) Carry forward may be utilized up to 6 percent of the receiving Agreement year's applicable limits and

shall be charged against the immediately following Agreement year's corresponding limits;

(IV) Carryover of shortfall (as defined in subparagraph 5(B)) shall not be applied to any limits until the Royal Thai Government and the Government of the United States of America have agreed upon the amounts involved.

(B) For purposes of this Agreement, a shortfall occurs when exports of textiles and textile products of Thailand to the United States of America during an Agreement year are below the apparel limit on any category specific limit (as specified in Annex B). In the Agreement year following the shortfall, the corresponding exports from Thailand to the United States of America may exceed the apparel limit and category specific limits, subject to the conditions of subparagraph 5(A), by carryover of shortfall in the following manner:

(I) The carryover shall not exceed the amount of shortfall in either the apparel limit or any applicable specific limit;

(II) In the case of shortfall in a category subject to a specific limit, the shortfall shall be used in the category in which the shortfall occurred; and

(C) The total adjustment permissible under the paragraph for the first Agreement year shall be 6 percent, consisting solely of carry forward.

6. (A) Tops, yarns, piece goods, made-up articles, garments and other textile manufactured products, all being products which derive their chief characteristics from their textile components, of cotton, wool, or man-made fibers, or blends thereof, in which any or all of those fibers represent either the chief value of the fibers or 50 percent or more by weight (or 17 percent or more by weight of wool) of the product, are subject to this Agreement.

(B) For the purposes of this Agreement, textile products shall be classified as cotton, wool or man-made fiber

textiles if wholly or in chief value of any of these fibers. Any products covered by subparagraph 6(A) but not in chief value of cotton, wool or man-made fiber shall be classified as:

(I) Cotton textiles if containing 50 percent or more by weight of cotton, or if the cotton component exceeds by weight the wool and/or the man-made fiber component;

(II) Wool textiles if not cotton, and wool equals or exceeds 17 percent by weight of all component fibers; and

(III) Man-made fiber textiles if neither of the foregoing applies.

7. Mutually satisfactory administrative arrangements or adjustments may be made to resolve problems arising in the implementation of this Agreement, including differences in points of procedure or operation. Adjustments of consultation levels may be accomplished by exchanges of letters in accordance with the internal procedures of each of the parties to this Agreement.

8. (A) The Government of the United States of America shall promptly supply the Royal Thai Government with data on monthly imports of cotton, man-made fiber and wool textiles and textile products into the United States of America from Thailand.

(B) The Royal Thai Government shall promptly supply the Government of the United States of America with data on monthly exports of cotton, man-made fiber and wool textiles and textile products from Thailand to the United States of America.

(C) Each Government agrees to supply promptly any other available statistical data necessary to the implementation of this Agreement requested by the other Government.

9. The Royal Thai Government shall use its best efforts to space exports from Thailand to the United States of America within each category evenly throughout each Agreement year, taking into consideration normal seasonal factors. Exports from Thailand in excess of authorized limits for each Agreement year will, if allowed entry into the United States of America pursuant to this

Agreement be charged to the applicable limits or levels for the succeeding Agreement year.

10. If the Royal Thai Government considers that as a result of limitations specified in the Agreement that Thailand is being placed in an inequitable position vis-a-vis a third country, the Royal Thai Government may request consultations with the Government of the United States of America with the view of taking appropriate remedial action such as a reasonable modification of this Agreement.

11. For the duration of this Agreement, the Government of the United States of America shall not invoke the procedures of Article 3 of the Arrangement to request restraint on the export of cotton, wool and man-made fiber textiles and textile products from Thailand to the United States. Each Government reserves its rights under the Arrangement with respect to textiles and textile products not subject to this Agreement.

12. The Royal Thai Government shall administer its export control system under this Agreement. The Government of the United States of America may assist the Royal Thai Government in implementing the limitation provisions of this Agreement by controlling imports of textiles and textile products covered by this Agreement.

13. (A) In conformity with Article 12, paragraph (3) of the Arrangement, this Agreement shall not apply to exports of handloom fabrics of the cottage industry of Thailand, or handmade cottage industry products made of such handloom fabrics in Thailand, or to folklore handicraft textile products traditional to Thailand, provided that such products are properly certified under arrangements established between the two Governments pursuant to paragraph 7 of this Agreement and the August 16, 1976 exchange of letters between the two Governments regarding certification of exempt items.

(B) Exports of cotton, wool and man-made fiber

textiles and textile products in shipments individually valued at less than 250 dollars shall not be charged to the limits of this Agreement.

14. During the first Agreement year, each Government shall maintain records on imports or exports, as appropriate, of cotton suits, the component parts of which were charged to two or more of categories 333, 334, 335, 342, 347, and 348. If the Government of the United States of America requests consultation with the Royal Thai Government prior to the end of the first Agreement year with a view to creating a separate specific limit for cotton suits, the Royal Thai Government agrees to consult promptly with the Government of the United States of America.

15. The Government of the United States of America and the Royal Thai Government agree to consult on any question arising in the implementation of this Agreement, and unless otherwise mutually agreed, such consultations shall be held within 30 days of the requests.

16. The Government of the United States of America and the Royal Thai Government may at any time propose revisions in the terms of this Agreement. Each Government agrees to consult promptly with the other Government about such proposals with a view to making such revisions to this Agreement, or taking such other appropriate action as may be mutually agreed upon.

17. Either Government may terminate this Agreement, effective at the end of an Agreement year, by written notice to the other Government, to be given at least 90 days prior to the end of such Agreement year.

If the foregoing conforms with the understanding of the Royal Thai Government, this note and Your Excellency's note of confirmation on behalf of the Royal Thai Government shall constitute an Agreement between our two Governments."

In reply, I have the honour to inform Your Excellency that the Note quoted above conforms with the understanding of the

Royal Thai Government and that Your Excellency's Note and confirmation contained in this Note constitute an Agreement on Trade in Textile between the Government of the United States of America and the Royal Thai Government.

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

(Wongse Polnikorn)
Deputy Minister of Foreign Affairs
Acting Minister of Foreign Affairs

ANNEX A

CATEGORY	DESCRIPTION	CONVERSION FACTOR	UNIT OF MEASURE
	YARN		
	Cotton		
300	Carded	4.6	Lb.
301	Combed	4.6	Lb.
	Wool		
400	Tops and Yarn	2.0	Lb.
	Man-Made Fiber		
600	Textured	3.5	Lb.
601	Cont. Cellulosic	5.2	Lb.
602	Cont. Noncellulosic	11.6	Lb.
603	Spun Cellulosic	3.4	Lb.
604	Spun Noncellulosic	4.1	Lb.
605	Other Yarns	3.5	Lb.
	FABRIC		
	Cotton		
310	Ginghams	1.0	Sq Yd
311	Velveteens	1.0	Sq Yd
312	Corduroy	1.0	Sq Yd
313	Sheeting	1.0	Sq Yd
314	Broadcloth	1.0	Sq Yd
315	Printcloths	1.0	Sq Yd
316	Shirtings	1.0	Sq Yd
317	Twills and Sateens	1.0	Sq Yd
318	Yarn-Dyed	1.0	Sq Yd
319	Duck	1.0	Sq Yd
320	Other Fabrics, N.K.	1.0	Sq Yd
	Wool		
410	Woolens and Worsted	1.0	Sq Yd
411	Tapestries and Upholstery	1.0	Sq Yd
425	Knit	2.0	Lb.
429	Other Fabrics	1.0	Sq Yd
	Man-Made Fiber		
610	Cont. Cellulosic, N.K.	1.0	Sq Yd
611	Spun Cellulosic, N.K.	1.0	Sq Yd
612	Cont. Noncellulosic, N.K.	1.0	Sq Yd
613	Spun Noncellulosic, N.K.	1.0	Sq Yd
614	Other Fabrics, N.K.	1.0	Sq Yd
625	Knit	7.8	Lb.
626	Pile and Tufted	1.0	Sq Yd
627	Specialty	7.8	Lb.
	APPAREL		
	Cotton		
330	Handkerchiefs	1.7	Dz.
331	Gloves	3.5	Dpr
332	Hosiery	4.6	Dpr
333	Suit-type Coats, M and B	36.2	Dz.
334	Other coats, M and B	41.3	Dz.
335	Coats, W, G and I	41.3	Dz.
336	Dresses (inc. uniforms)	45.3	Dz.
337	Playsuits, sunsuits, washsuits, creepers	25.0	Dz.

338	Knit shirts, (inc.T-shirts, other and sweaters) M & B	7.2	Dz.
339	Knit shirts and blouses (inc. T-shirts, other and sweat-shirts W, G and I	7.2	Dz.
340	Shirts, N. K.	24.0	Dz.
341	Blouses, N. K.	14.5	Dz.
342	Skirts	17.8	Dz.
345	Sweaters	36.8	Dz.
347	Trousers, slacks, and shorts Zouter) M and B	17.8	Dz.
348	Trousers, slacks and shorts (outer) W, G and I	17.8	Dz.
349	Brassieres, etc.	4.8	Dz.
350	Dressing gowns, inc. bathrobes, and beach robes, lounging gowns, house coats, and dusters	51.0	Dz.
351	Pajamas and other nightwear	52.0	Dz.
352	Underwear (inc. union suits)	11.0	Dz.
359	Other apparel	4.6	Lb.
	Wool		
431	Gloves	2.1	Dpr
432	Hosiery	2.8	Dpr
433	Suit-type coats, M and B	3.0	No.
434	Other coats, M and B	4.5	No.
435	Coats, W, G and I	4.5	No.
436	Dresses	4.1	No.
438	Knit shirts and blouses	15.0	Dz.
440	Shirts and blouses, N.K.	24.0	Dz.
442	Skirts	1.5	No.
443	Suits, M and B	4.5	No.
444	Suits, W, G and I	4.5	No.
445	Sweaters, M and B	14.88	Dz.
446	Sweaters, W, G and I	14.88	Dz.
447	Trousers, slacks, and shorts (outer) M and B	1.5	No.
448	Trousers, slacks and shorts (outer) W, G and I	1.5	No.
459	Other wool apparel	2.0	Lb.
	Man-Made Fiber		
630	Handkerchiefs	1.7	Dz.
631	Gloves	3.5	Dpr
632	Hosiery	4.6	Dpr
633	Suit-type coats, M and B	36.2	Dz.
634	Other coats, M and B	41.3	Dz.
635	Coats, W, G and I	41.3	Dz.
636	Dresses	45.3	Dz.
637	Playsuits, sunsuits, washsuits, etc.	21.3	Dz.
638	Knit shirts, (inc. T-shirts), M and B	16.0	Dz.
639	Knit shirts and blouses (inc. T-shirts) W, G and I	15.0	Dz.
640	Shirts, N.K.	24.0	Dz.
641	Blouses, N.K.	14.5	Dz.
642	Skirts	17.8	Dz.
643	Suits, M and B	4.5	No.

644	Suits, W. G and I	4.5	No.
645	Sweaters, M and B	36.8	Dz.
646	Sweaters, W, G and I	36.8	Dz.
647	Trousers, slacks, and shorts (outer) M and B	17.8	Dz.
648	Trousers, slacks and shorts (outer), W, G and I	17.8	Dz.
649	Brassieres, etc.	4.8	Dz.
650	Dressing gowns, inc. bath and beach robes	51.0	Dz.
651	Pajamas and other nightwear	52.0	Dz.
652	Underwear	16.0	Dz.
659	Other apparel	7.8	Lb.
	MADE-UPS AND MISC.		
	Cotton		
360	Pillowcases	1.1	No.
361	Sheets	6.2	No.
362	Bedspreads and puilts	6.9	No.
363	Terry and other pile towels	0.5	No.
369	Other cotton manufactures	4.6	Lb.
	Wool		
464	Blankets and auto robes	1.3	Lb.
465	Floor covering	0.1	Sq Ft
469	Other wool manufactures	2.0	Lb.
	Man-Made Fiber		
665	Floor coverings	0.1	Sq Ft
666	Other furnishings	7.8	Lb.
669	Other man-made manufactures	7.8	Lb.

ANNEX B

APPAREL LIMIT AND CATEGORY SPECIFIC LIMITS

	UNITS	1978	1979	1980	1981	1982
Apparel	SYE	53,000,000	56,710,000	60,679,700	64,927,279	69,472,188
331 Gloves	DPR	314,286	336,286	359,286	385,014	411,965
334/335 Coats, M & B	DOZ	41,162	44,043	47,126	50,426	53,955
338/339 Knit shirts and blouses	DOZ	445,833	477,041	510,434	546,165	584,396
340 Shirts, not knit	DOZ	78,631	84,135	90,025	96,326	103,069
341 Blouses, not knit	DOZ	83,017	88,828	95,046	101,699	108,819
347/348 Trousers	DOZ	140,449	150,280	160,801	172,056	184,100
445/446 Sweaters	DOZ	14,113	14,254	14,397	14,541	14,686
634/635 Coats	DOZ	287,454	307,576	329,196	352,143	376,793
639 Knit shirts and blouses, W,G & I	DOZ	988,680	1,057,888	1,131,940	1,211,176	1,295,958
641 Blouses	DOZ	124,138	132,828	142,126	152,075	162,720
645/646 Sweaters	DOZ	56,592	60,553	64,792	69,327	74,180
647/648 Trousers	DOZ	376,600	402,962	431,169	461,351	493,646

ANNEX C

DESIGNATED CONSULTATION LEVELS

CATEGORY	DESCRIPTION	LEVEL
313	Sheeting	5,300,000 SYE
314	Broadcloth	4,500,000 SYE
315	Printcloth	5,800,000 SYE
317	Twills and Sateens	5,600,000 SYE
319	Duck	3,000,000 SYE
320	Other fabrics, N.E.S.	8,000,000 SYE
613	Spun non-cell, not knit	5,000,000 SYE

[AMENDING AGREEMENT]

The American First Secretary to the Thai Deputy Director General, Department of Foreign Trade, Ministry of Commerce

EMBASSY OF THE

UNITED STATES OF AMERICA

Bangkok, Thailand

November 3, 1978

Khun Danai Tulalamba
Deputy Director General
Department of Foreign Trade
Ministry of Commerce
Bangkok, Thailand

Dear Khun Danai:

I refer to the Agreement between our two Governments relating to trade in cotton, wool, and man-made fiber textiles done in Bangkok October 4, 1978.

I also refer to your letter of September 8, 1978 in which you request changes in certain consultation levels. Accordingly, I wish to propose the following consultation levels for 1978:

Category	Level (Sq.Yds. Equivalent)
313 Sheeting	7,050,000
319 Duck	3,450,000
320 Other Fabric NES	8,500,000

If this proposal is acceptable to your Government, this letter and your letter of confirmation will establish the consultation levels for the 1978 Agreement Year as stated above.

Sincerely yours,

Don R. Kienzle

Don R. Kienzle
First Secretary of Embassy

The Thai Deputy Director-General, Department of Foreign Trade, Ministry of Commerce, to the American First Secretary

No. 0304/ 5651

Department of Foreign Trade
Ministry of Commerce
Bangkok, Thailand

November 13, 1978

Mr. Don R. Kienzle
First Secretary
Embassy of the United Stated of America
Bangkok

Dear Mr. Kienzle,

Referring to your letter of November 3, 1978, concerning the adjustment of consultation levels for textiles, I would like to confirm my acceptance of the proposed levels for 1978 as follows:

Category	Level (Sq.Yds. Equivalent)
313 Sheeting	7,050,000
319 Duck	3,450,000
320 Other Fabric NES	8,500,000

Your kind cooperation is highly appreciated.

Yours sincerely,

(DANAI TULALAMBA)
Deputy Director-General

HUNGARIAN PEOPLE'S REPUBLIC

Research Cooperation in Transportation

Understanding signed at Budapest October 11, 1978;
Entered into force October 11, 1978.

UNDERSTANDING

between the Department of Transportation of the United States of America and the Ministry of Communications and Posts of the Hungarian People's Republic concerning Research Cooperation in the Field of Transportation

I. This Understanding between the Department of Transportation of the United States of America and the Ministry of Communications and Posts of the Hungarian People's Republic /hereinafter referre to as the parties/ outlines the scope of mutually advantageous cooperation in transportation research and development. The aim of the Understanding is to promote cooperation between the transportation specialists of the parties in finding solutions to problems of mutual concern, and to improve transportation systems and techniques without the costly duplication of parallel national efforts.

II. To realize the benefits of research cooperation pursuant to this Understanding the parties agree that:

a/ They will undertake to exchange information and develop research cooperation projects in such fields of transportation as are identified in paragraph III below or as may subsequently be agreed.

b/ Each research cooperation project will be the subject of a project agreement describing the information and experience to be exchanged, and setting forth the details of any cost-sharing or task-sharing involved. Such project agreements will become Addenda to this Understanding.

c/ Specific activities in connection with this program will be contingent upon the availability of appropriated funds.

d/ To administer and facilitate this program, each party will designate appropriate officials as its Program Coordinator and his alternate. The Program Coordinators will be authorized by each party to:

1. Conclude project agreements;

2. Provide a point of contact for the other party in making detailed arrangements for program activity, and

3. Arrange for regular reviews of the status and achievements of the overall program and its component projects at least once annually.

III. The following have been identified as the initial areas of mutual interest:

a/ Highway transport,
b/ Highway and bridge construction,

c/ Highway traffic control and safety,

d/ Railway transport and railway operations,

e/ Urban transportation,

f/ Transportation and the environment,

g/ Human factors in transportation,

h/ The application of computer techniques in transportation,

i/ Conservation of energy in transportation.

IV. This Understanding will become effective upon signature. It will remain in force until it is terminated by one of the parties giving six months' notice thereof to the other party.

Done at Budapest, this 11th day of October 1978 in two original copies, in the English and Hungarian languages, both texts being equally authoritative.

For the Department of Transportation of the United States of America:

[1]

For the Ministry of Communications and Posts of the Hungarian People's Republic:

[2]

[1] Chester C. Davenport.
[2] Lajos Urban.

MEGEGYEZÉS

az Amerikai Egyesült Államok Közlekedési Minisztériuma és a Magyar Népköztársaság Közlekedés- és Postaügyi Minisztériuma között a közlekedés területén végzett müszaki-tudományos kutatási együttmüködésről

I. Ez, az Amerikai Egyesült Államok Közlekedési Minisztériuma és a Magyar Népköztársaság Közlekedés- és Postaügyi Minisztériuma /a továbbiakban: Felek/ közötti Megegyezés a közlekedési kutatás és fejlesztés terén létesülő - kölcsönösen előnyös - együttmüködés kereteit határozza meg. A Megegyezés célja, hogy előmozditsa a Felek közlekedési szakértői közötti együttmüködést a kölcsönös érdeklődést keltő problémák megoldása utján, valamint, hogy tökéletesitse a közlekedési rendszereket és technológiákat, elkerülve a párhuzamos nemzeti erőfeszitésekből származó költséges átfedéseket.

II. A jelen Megegyezésen alapuló együttmüködésből származó előnyök realizálása érdekében a Felek megállapodnak, hogy:

a/ információcserét folytatnak és kutatási együttmüködési terveket dolgoznak ki a közlekedés azon területein, amelyeket az alábbi III. pont-

ban meghatároztak, vagy amelyekre nézve a későbbiekben megállapodnak;

b/ minden egyes együttmüködési terv külön tervmegállapodás tárgyát képezi, amely meghatározza a kicserélésre kerülő információkat és tapasztalatokat, valamint megállapitja minden ezzel összefüggő költség-, vagy feladatmegosztás részletkérdéseit. Ezek a tervmegállapodások a Megegyezés kiegészitését fogják képezni;

c/ az ezzel az együttmüködéssel kapcsolatos specifikus tevékenységek a rendelkezésre álló pénzügyi források függvényei lesznek;

d/ az együttmüködés lebonyolitása és előmozditása céljából mindkét fél program-koordinátorként és helyettesként megfelelő tisztviselőket jelöl ki. A Felek felhatalmazzák a program-koordinátorokat, hogy:

1. tervmegállapodásokat kössenek;

2. a programtevékenység részletkérdéseire kiterjedő intézkedések megtétele céljából a másik fél részére kapcsolatos biztositsanak és

3. évenként legalább egyszer áttekintést készitsenek a teljes program, valamint az azt kitöltő tervek helyzetéről és előrehaladásáról.

III. A kölcsönös érdeklődésre számot tartó kezdeti együttmüködési területeket a következőkben határozták meg:

a/ közuti közlekedés,
b/ ut- és hidépités,
c/ közuti forgalom-szabályozás és közuti forgalombiztonság,
d/ vasuti közlekedés és vasuti üzemvitel,
e/ városi közlekedés,
f/ közlekedés és környezetvédelem,
g/ emberi tényezők a közlekedésben,
h/ számitógép-technikák alkalmazása a közlekedésben,
i/ energiatakarékosság a közlekedésben.

IV. Ez a Megegyezés az aláirás napján lép hatályba.

A Megegyezés hatályát veszti attól a naptól számitott hat hónap elteltével, amikor azt a Felek egyike felmondja.

Készült Budapesten, az 1978.évi október hó 11. napján, két eredeti példányban, angol és magyar nyelven, mindkét szöveg egyaránt hiteles.

Az Amerikai Egyesült Államok Közlekedési Minisztériuma nevében:

A Magyar Népköztársaság Közlekedés- és Postaügyi Minisztériuma nevében:

SPAIN

Certificates of Airworthiness for Imported Aircraft

Agreement amending the arrangement of September 23, 1957.
Effected by exchange of notes
Dated at Washington September 18 and October 13, 1978;
Entered into force October 13, 1978.

The Spanish Embassy to the Department of State

Embajada de España

No. 255

La Embajada de España saluda atentamente al Departamento de Estado y tiene la honra de referirse a la enmienda actualmente en discusión del Acuerdo entre los dos Gobiernos de España y Estados Unidos de América, referente a la aceptación recíproca de los Certificados de Aeronavegabilidad de aviones importados y sus partes, efectuado el 23 de Septiembre de 1957 en Madrid.

En conversaciones efectuadas el pasado mes de Mayo, el Departamento de Estado propuso un nuevo texto a determinados Artículos de ese Acuerdo. Ese texto ha sido aceptado por el Gobierno español. Por lo tanto, se propone en esta Nota Verbal que el texto del Acuerdo de 23 de Septiembre de 1957 sea modificado del modo siguiente, aceptado por ambos Gobiernos:

El texto del Artículo 1 será suprimido y reemplazado por el siguiente texto:

ARTICULO 1

a) El presente Acuerdo se aplica a los aviones civiles y a los dispositivos construídos en los Estados Unidos de América, sus territorios y posesiones y exportados a España; y a los aviones civiles y dispositivos construídos en España y exportados a los Estados Unidos de América, y a sus territorios y posesiones. Los dispositivos cubiertos por este Acuerdo son aquellos cuya inclusión se decida individualmente por consentimiento mutuo de las Autoridades competentes de Estados Unidos y España.

b) Este Acuerdo se extenderá a los aviones civiles de todas las categorías, incluyendo los usados para transporte público y los usados para fines privados así como los recambios de dichos aviones.

c) De ahora en adelante el término "dispositivo" se entenderá que incluye cualquier instrumento, equipo, mecanismo, aparato o accesorio utilizado o que se tenga la intención de utilizar en el funcionamiento de una aeronave en vuelo, que esté instalado o se tenga la intención de instalar en una aeronave, esté unido o se tenga la intención de que es

té unido a una aeronave, según se define en el párrafo b) de este Artículo, pero que no constituye una parte de la estructura completa, motor o hélice, e incluirá las partes del mismo que lo sustituyan o modifiquen.

Los vigentes Artículos 2 y 3 se renumerarán como Artículos 2 a) y 2 b) respectivamente, y se añadirá un Artículo 3 con el siguiente texto:

ARTICULO 3

En el caso de dispositivos, si las Autoridades aeronáuticas competentes del Estado exportador certifican que el proyecto del dispositivo cumple los requisitos de aeronavegabilidad del Estado exportador así como cualquier condición especial que a la sazón se exija por el Estado importador para la aprobación de dispositivos y asimismo certificasen que el dispositivo en cuestión está conforme con dicho proyecto, el Estado importador concederá a la certificación la misma validez que tendría si la certificación se hubiese extendido por sus propias Autoridades aeronáuticas competentes.

La Embajada de España adjunta la Plenipotencia expedida por el Ministro de Asuntos Exteriores español a favor del Embajador de España ante los Estados Unidos de América, S.E. Dn. José Lladó, autorizandole a proceder al cambio de Notas correspondiente.

Una Nota Verbal del Departamento de Estado a esta Embajada, aceptando la propuesta de modificación contenida en esta Nota, se estimará suficiente para que el Acuerdo quede modificado en el sentido indicado.

La Embajada de España aprovecha esta ocasión para reiterar al Departamento de Estado las seguridades de su más alta consideración.

Washington, D.C.; 18 de Septiembre de 1978

DEPARTAMENTO DE ESTADO
Washington, D.C.

EMBAJADA DE ESPAÑA EN WASHINGTON
OFICINA COMERCIAL

TRANSLATION

No. 255

The Embassy of Spain presents its compliments to the Department of State and has the honor to refer to the amendment, currently under discussion, of the Arrangement between the Governments of Spain and the United States of America relating to the reciprocal acceptance of certificates of airworthiness for imported aircraft and their parts, concluded on September 23, 1957[1] at Madrid.

During discussions which took place in May 1978 the Department of State proposed a new text for certain articles of the Arrangement. That text has been accepted by the Spanish Government. Consequently, it is proposed in this note verbale that the text of the Arrangement of September 23, 1957, be amended in the following manner, accepted by both Governments:

The text of Article I shall be deleted and replaced with the following text:

Article I

(a) This arrangement applies to civil aircraft and appliances constructed in the United States, its territories, and possessions, and exported to Spain, and to civil aircraft and appliances constructed in Spain and exported to the United States, its territories, and possessions. Appliances covered in this arrangement are those which are individually determined to be included by mutual consent of the competent aeronautical authorities of the United States and Spain.

(b) This arrangement shall extend to civil aircraft of all categories, including those used for public transportation and those used for private purposes, as well as spare parts for such aircraft.

[1] TIAS 3906; 8 UST 1549.

(c) As used herein, the term "appliance" shall include any instrument, equipment, mechanism, apparatus, or accessory used or intended to be used in operating an aircraft in flight, which is installed in, intended to be installed in, attached to or intended to be attached to an aircraft, as defined in paragraph (b) of this article, but is not part of the airframe, engine, or propeller, and shall include replacement and modification parts therefor.

Articles II and III, now in force, shall be renumbered as II(a) and II(b), respectively, and an Article III shall be added with the following text:

Article III

In the case of appliances, if the competent aeronautical authorities of the exporting State certify that the design of the appliance complies with the airworthiness requirements of the exporting State and with any special conditions which are required at the time by the importing State for the approval of appliances, and also certify that the particular appliance conforms to such design, the importing State shall give the same validity to the certification as if the certification had been made by its own competent aeronautical authorities.

The Embassy of Spain encloses the full powers issued by the Spanish Minister of Foreign Affairs to His Excellency José Lladó, Ambassador of Spain to the United States of America, authorizing him to proceed with the corresponding exchange of notes.

A note verbale from the Department of State to this Embassy accepting the amendments proposed in this note will be deemed sufficient for the Arrangement to be amended as indicated.

The Embassy of Spain avails itself of this opportunity to renew to the Department of State the assurances of its highest consideration.

Washington, D.C., September 18, 1978

[Initialed]

[SEAL]

Department of State,
Washington, D.C.

The Secretary of State to the Spanish Ambassador

The Secretary of State presents his compliments to His Excellency the Ambassador of Spain and has the honor to acknowledge the receipt of his note No. 255 dated September 18, 1978, proposing amendment of the agreement between the Governments of the United States of America and Spain relating to the reciprocal acceptance of certificates of airworthiness for imported aircraft and their parts, which was effected by an exchange of notes at Madrid on September 23, 1957.

The United States Government accepts the proposed amendments and considers the Ambassador's note and the present reply as constituting an agreement between the Governments of the United States and Spain which enters into force on today's date.

JRA

DEPARTMENT OF STATE,
WASHINGTON, *October 13, 1978*

PORTUGAL

Housing for Low-Income Families

Agreement signed at Lisbon March 4, 1977;
Entered into force March 4, 1977.

LOAN AGREEMENT

BETWEEN THE

GOVERNMENT OF PORTUGAL

AND THE

UNITED STATES OF AMERICA

FOR

HOUSING FOR LOW-INCOME FAMILIES

LOAN AGREEMENT dated the 4th March, 1977 between the Government of Portugal ("Borrower") and the UNITED STATES OF AMERICA, acting through the AGENCY FOR INTERNATIONAL DEVELOPMENT ("A.I.D.").

ARTICLE I

The Loan

SECTION 1.01. The Loan. A.I.D. agrees to lend to the Borrower pursuant to the Foreign Assistance Act of 1961, as amended,[1] an amount not to exceed ten million United States dollars ($10,000,000) ("Loan") to assist the Borrower in carrying out the Program referred to in Section 1.02. The Loan shall be used exclusively to finance the costs of goods and services required for the Program. The aggregate amount of disbursements under the Loan is hereinafter referred to as "Principal".

SECTION 1.02. The Program. The "Program" shall consist of Borrower's housing program for low-income families as implemented by the National Housing Development Fund ("F.F.H."). The Program is more fully described in Annex A attached hereto, which Annex may be modified by mutual agreement in writing. In the event that the interested parties fail to agree on the terms of the Housing Investment Guaranty Loan for the Program mentioned in Annex A, this agreement remains in effect and the parties hereto shall then agree upon a revised list of housing projects to be included in Annex A and financed hereunder.

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

ARTICLE II

Loan Terms

SECTION 2.01. Interest. The Borrower shall pay to A.I.D. interest which shall accrue at the rate of five percent (5%) per annum on the outstanding balance of Principal and on any due and unpaid interest. Interest on the outstanding balance shall accrue from the date of each respective disbursement as such date is defined in Section 7.03, and shall be computed on the basis of a 365-day year. Interest shall be payable semi-annually. The first payment of interest shall be due and payable no later than six (6) months after the first disbursement, on a date to be specified by A.I.D.

SECTION 2.02. Repayment. The Borrower shall repay to A.I.D. the Principal within twenty-five (25) years from the date of the first disbursement hereunder in forty-one (41) approximately equal semi-annual installments of Principal and interest. The first installment of Principal shall be payable four and one-half (4 1/2) years after the date on which the first interest payment is due in accordance with Section 2.01. A.I.D. shall provide the Borrower with an amortization schedule in accordance with this Section after the final disbursement under the Loan.

SECTION 2.03. Application, Currency and Place of Payment. All payments of interest and Principal hereunder shall be made in United States dollars and shall be applied first to the payment of interest due and then to the repayment of Principal. Except as A.I.D. may otherwise specify in writing, all such payments shall be made to the Controller, Agency for International Development, Washington, D.C.,U.S.A., and shall be deemed made when received by the Office of the Controller.

SECTION 2.04. Prepayment. Upon payment of all interest and refunds then due, the Borrower may prepay, without penalty, all or any part of the Principal. Any such prepayment shall be applied to the installments of Principal in the inverse order of their maturity.

SECTION 2.05. Renegotiation of the Term of the Loan. The Borrower agrees to negotiate with A.I.D. at such time or times as A.I.D. may request, an acceleration of the repayment of the Loan in the event that there is any significant improvement in the internal and external economic and financial position and prospects of the country of the Borrower.

ARTICLE III

Conditions Precedent to Disbursement

SECTION 3.01. Conditions Precedent to Any Disbursement. Prior to the first disbursement under the Loan, the Borrower shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(A) A legal opinion of the Attorney General (Procurador Geral da República) of Portugal or of other legal counsel acceptable to A.I.D. that this agreement has been duly authorized or ratified by, and executed on behalf of the Borrower, and that it constitutes a valid and legally binding obligation of the Borrower in accordance with its terms;

(B) A statement of the names of the persons holding or acting in the office of the Borrower specified in Section 9.02, and a specimen signature of each person specified in such statement;

(C) A description of the arrangements, including the terms and conditions, under which disbursements under the Loan will be made available by the Borrower to the F.F.H., and by F.F.H. to any other institution, for implementation of the Program.

(D) A time-phased implementation plan for carrying out the Program, including Construction Schedules and a Financial Plan for the projects identified in Annex A, expanded as necessary to include all projects expected to be part of the Program. The allocation of loan funds among programs described in Section 5.04 shall be agreed upon by A.I.D. and F.F.H.

(E) Executed contract documents for the Housing Investment Guaranty Program referred to in Annex A.

SECTION 3.02. Conditions Precedent to Disbursement for Any Specific Project. Prior to a disbursement under the loan for any specific project, the Borrower shall furnish in form and substance satisfactory to A.I.D., evidence that the land required for that project has been secured and will be made available for the project.

SECTION 3.03. Release of Loan Funds. Upon satisfaction of the Conditions Precedent set forth in Section 3.01, A.I.D. will make disbursements under the Loan in accordance with ratios prescribed in Annex A and procedures and documentation requirements set forth in Article VII and in Implementation Letters to be

provided to Borrower. Such disbursements shall consist of the following except as A.I.D. and the Borrower otherwise agree in writing:

(A). Amounts equal to 85% of any sum that Borrower or F.F.H. has advanced to contractors for the purchase of materials required for the project, provided that such total funds disbursed shall not exceed US$2,500,000.

(B). Additional disbursements equal to eighty-five percent of agreed construction costs pursuant to the Financial Plan, provided that Borrower has given to A.I.D. acceptable evidence of (i) satisfactory construction progress in accordance with the construction schedules and (ii) timely and current contribution of Borrower's share pursuant to the Financial Plan and such other funds required for the Program. No more than 90% of the amount to be financed under the A.I.D. Loan for any specific project site shall be disbursed prior to the Borrower and A.I.D. having agreed that the project has been completed and is acceptable.

SECTION 3.04. Terminal Dates for Meeting Conditions Precedent to Disbursement. If all the conditions specified in Section 3.01 shall not have been met within ninety (90) days from the date of this Agreement, or such later date as A.I.D.

may agree in writing, A.I.D. at its option, may terminate this Agreement by giving written notice to the Borrower. Upon giving of such notice, this Agreement and all obligations of the parties hereunder shall terminate.

SECTION 3.05. Notification of Meeting of Conditions Precedent to Disbursement. A.I.D. shall notify the Borrower upon determination by A.I.D. that the Conditions Precedent to disbursement specified in Section 3.01 have been met.

ARTICLE IV

General Covenants and Warranties

SECTION 4.01. Execution of the Program

(a) - The Borrower, through F.F.H., shall carry out the Program with due diligence and efficiency, and in conformity with sound professional, financial, technical and administrative practices.

(b) - The Borrower shall cause the Loan funds to be administered in conformity with the terms and conditions of this Agreement, and in such manner as to facilitate the success of the Program.

(c) - The Borrower shall cause the Program to be carried out in conformity with the plans, schedules, and other arrangements, and with all modifications therein, agreed upon by A.I.D. pursuant to this Agreement.

SECTION 4.02. Funds and Other Resources to be Provided by Borrower. The Borrower shall provide promptly as needed all funds in addition to those made available under the Loan and all other resources needed for the effective carrying out of the Program.

SECTION 4.03. Continuing Consultation. The Borrower, F.F.H. and A.I.D. shall cooperate fully to assure that the purpose of the Loan will be accomplished. To this end, the Borrower, F.F.H. and A.I.D. shall from time to time, at the request of either

party, exchange views through their representatives with regard to the progress of the Program, the performance by the Borrower of its obligations under this Agreement, and other matters relating to the Program.

SECTION 4.04. Taxation. This Agreement, the Loan and any evidence of indebtedness issued in connection herewith shall be free from, and the Principal and interest shall be paid without deduction for and be free from, any taxation or fees imposed under the laws in effect within the country of the Borrower. As, and to the extent that any transaction or property financed hereunder, is not exempt from separately identifiable taxes, tariffs, or duties and other levies imposed under laws in effect in the country of the Borrower, the Borrower shall make certain that payments which shall be financed under this Agreement shall be destined for payment of goods and services and not for the payment of such taxes, tariffs, or duties. Otherwise, the Borrower shall reimburse the same under Section 8.06 of this Agreement with funds other than those provided under the Loan.

SECTION 4.05. Utilization of Services. Goods and services financed under the Loan shall be used exclusively for the Program except as A.I.D. may otherwise agree in writing.

SECTION 4.06. Maintenance and Audit Records. The Borrower shall maintain, or cause to be maintained, in accordance with sound accounting principles and practices consistently applied, books and records relating to the Program and to this

Agreement. Such books and records shall without limitation, be adequate to show:

(a) - receipt of and use made of funds disbursed pursuant to this Agreement;

(b) - the nature and extent of solicitations of prospective suppliers goods and of services required;

(c) - the basis of the award of contracts and orders to successful bidders; and

(d) - the progress of the Program.

Such books and records shall be regularly audited, in accordance with sound auditing standards, for such period and at such intervals as A.I.D. may require, and shall be maintained for five years after the date of the last disbursement by A.I.D. or until all sums due A.I.D. under this Agreement have been paid, whichever date shall first occur.

SECTION 4.07. Reports. The Borrower shall furnish to A.I.D. such information and reports relating to the Loan and to the Program financed hereunder as A.I.D. may request in order to verify accomplishment of the Program.

SECTION 4.08. Inspections. The authorized representatives of A.I.D. shall upon application to the Borrower have the right at all reasonable times to inspect the Program, and the books, records and other documents relating to the Program financed hereunder and the Loan in order to verify accomplishment of the Program. The Borrower shall cooperate with A.I.D. to facilitate such inspections.

ARTICLE V

Special Covenants and Warranties

SECTION 5.01. Income Levels. Borrower covenants that monthly payments for dwelling units on the basis of which disbursements are made under the Loan will not exceed twenty five percent (25%) of the median family income for the urban or rural area in which the unit is located, except as A.I.D. may otherwise agree.

SECTION 5.02. Employment of Third Country Nationals. No more than twenty percent (20%) of all persons engaged to perform services for any of the construction contracts financed under the Loan shall be other than Portuguese citizens excepting individuals from former colonies.or permanent residents who have been in Portugal for not less than three consecutive years.

SECTION 5.03. Information and Marking. It is A.I.D.'s desire that the Borrower shall have signs erected at project sites identifying the program as being assisted by the United States.

SECTION 5.04. Selection of Programs. Both parties will endeavor to distribute the loan funds equally among the following programs of the F.F.H. in the housing sector:

A. Direct Promotion
B. Municipality Coparticipation
C. SAAL and Cooperatives

subject to considerations involving efficient project administration within the time limitations for disbursing the loan, and except as otherwise hereinafter agreed.

ARTICLE VI

Procurement

SECTION 6.01. Source of Procurement. Except as A.I.D. may otherwise agree in writing, disbursements made pursuant to Section 7.01 shall be used exclusively to finance the procurement for the Program of goods and services having their source and origin in Portugal or the United States. In the event that goods are procured in the United States they should be shipped on U.S. flag carriers.

SECTION 6.02. Eligibility Date. Except as A.I.D. may otherwise agree in writing, only goods and services which are contracted for after January 1, 1976 will be financed under the loan.

SECTION 6.03. Reasonable Price. No more than reasonable prices shall be paid for any goods and services financed in whole or in part, under the loan.

ARTICLE VII

Disbursements

SECTION 7.01. Disbursements. Upon satisfaction of Conditions Precedent and submission of the documentation required under Section 3.01, the Borrower may, from time to time, request disbursement by A.I.D. of Portuguese escudos for the Program in accordance with the terms and conditions of this Agreement. Such disbursements shall be made from escudos owned by the United States Government and obtained by A.I.D. with United States dollars. The United States dollar equivalent of the escudos made available hereunder will be the amount of United States dollars required by A.I.D. to obtain the escudos.

SECTION 7.02. Other Forms of Disbursement. Disbursement of the Loan may also be made through such other means as the Borrower and A.I.D. may agree in writing, it being understood that disbursements may be channelled through the Sociedade Financeira Portuguesa.

SECTION 7.03. Date of Disbursement. Disbursements by A.I.D. shall be deemed to occur, in the case of disbursements pursuant to Section 7.01, on the date on which A.I.D. disburses the escudos to the Borrower or to its designee.

SECTION 7.04. Terminal Date for Disbursement. Except as A.I.D. may otherwise agree in writing, no disbursements shall be made against documentation received by A.I.D. after December 31, 1978. A.I.D. at its option, may at any time or times after June 30, 1979, reduce the Loan by all or any part hereof for which documentation was not received by such date.

ARTICLE VIII

Cancellation and Suspension

SECTION 8.01. Cancellation by the Borrower. The Borrower may, by written notice to A.I.D. cancel any part of the Loan (i) which, prior to the giving of such notice, A.I.D. has not disbursed or committed itself to disburse and (ii) which has not then been utilized through the issuance of irrevocable Letters of Credit.

SECTION 8.02. Events of Default; Acceleration. If any one or more of the following events ("Events of Default") shall occur:

(a) - The Borrower shall have failed to pay when due any interest or installment of Principal required under this Agreement;

(b) - The Borrower shall have failed to comply with any other provision of this Agreement;

(c) - The Borrower shall have failed to pay when due any interest or any installment of Principal or any other payment required under any other loan agreement, any guaranty agreement, or any other agreement between the Borrower or any of its agencies and A.I.D. or any of its predecessor agencies;

then A.I.D. may, at its option, give to the Borrower notice that all or any part of the unrepaid Principal shall be due and payable sixty (60) days thereafter, and, unless the Event of Default is cured within such sixty (60) days:

(i) - such unrepaid Principal and any accrued interest hereunder shall be due and payable immediately, and

(ii)- the amount of any further disbursements made under then outstanding irrevocable Letters of Credit or otherwise shall become due and payable as soon as made.

SECTION 8.03. Suspension of Disbursements. In the event that at any time:

(a) - An Event of Default has occurred;

(b) - An event occurs that A.I.D. determines to be an extraordinary situation that makes it improbable either that the purpose of the Loan will be attained or that the Borrower will be able to perform its obligations under this Agreement, or

(c) - Any disbursement would be inconsistent with legislation governing A.I.D.;

(d) - The Borrower shall have failed to pay when due any interest or any installment of Principal or any other payment required under any loan agreement, any guaranty agreement or any other agreement between the Borrower or any of its agencies and the Government of the United States or any of its agencies;

then A.I.D. may at its option:

(i) - Suspend or cancel outstanding commitment documents to the extent that they have not been utilized through the issuance of irrevocable Letters of Credit or through bank payments made other than under irrevocable Letters of Credit, in which event A.I.D. shall give notice to the Borrower promptly thereafter;

(ii) - Decline to make disbursements other than under outstanding commitment documents; and

(iii)- Decline to issue additional commitment documents.

SECTION 8.04. Cancellation by A.I.D. Following any suspension of disbursement pursuant to Section 8.03, if the cause or causes for such suspension shall not have been eliminated or corrected within sixty (60) days from the date of such suspension, A.I.D. may, at its option, at any time or times thereafter, cancel all or any part of the Loan that is not then either disbursed or subject to irrevocable Letters of Credit.

SECTION 8.05. Continued Effectiveness of Agreement. Notwithstanding any cancellation, suspension of disbursement or acceleration of repayment, the provisions of this Agreement shall continue in full force and effect until the payment in full of all Principal and any accrued interest hereunder.

SECTION 8.06. Refunds.

(a) In the case of any disbursement not supported by valid documentation in accordance with the terms of this Agreement, or of any disbursement not made or used in accordance with the terms of this Agreement, A.I.D., notwithstanding the availability of exercise of any of the other remedies provided for under this Agreement, may require the Borrower to refund such amount in United States dollars to A.I.D. within ninety days (90) after receipt of a request therefor. Such amount shall be made available first for the cost of services procured hereunder, to the extent justified; the remainder, if any, shall be applied to the installments of Principal in the inverse order of their maturity and the amount of the Loan shall be reduced by the amount of such remainder. Notwithstanding any other provision in this Agreement, A.I.D.'s right to require a refund with respect to any disbursement under the Loan shall continue for five years following the date of such disbursement.

(b) In the event that A.I.D. receives a refund from any consultant, supplier, or banking institution, or from any other third party connected with the Loan, with respect to goods or services financed under the Loan, and such refund relates to an unreasonable price for goods or services, or to

goods or services that were inadequate, A.I.D. shall first make such refund available for the cost of goods or services procured hereunder to the extent justified, the remainder to be applied to the installments of Principal in the inverse order of their maturity and the amount of the Loan shall be reduced by the amount of such remainder.

SECTION 8.07. Expenses of Collection. All reasonable costs incurred by A.I.D., other than salaries of its staff, in connection with the collection of any refund or in connection with amounts due A.I.D. by reason of the occurrence of any of the events specified in Section 8.02 may be charged to the Borrower and reimbursed to A.I.D. in such manner as A.I.D. may specify.

SECTION 8.08. Non-Waiver of Remedies. No delay in exercising or omission to exercise any right, power, or remedy accruing to A.I.D. under this Agreement shall be construed as a waiver of such right, power or remedy or of any other right, power or remedy hereunder.

ARTICLE IX

Miscellaneous

SECTION 9.01. Communications. Any notice, requests, document or other communication given, made or sent by the Borrower or A.I.D. pursuant to this Agreement shall be in writing or by telegram, cable or radiogram and shall be deemed to have been duly given, made or sent to the party to which it is addressed when it shall be delivered to such party by hand or by mail, telegram, cable or radiogram at the following addresses:

TO BORROWER:

Mail and Cable Address: Ministro das Finanças
Avenida Infante D. Henrique
Lisboa, Portugal

TO A.I.D.:

Mail and Cable Address: A.I.D. Representative
Embassy of the United States of America
Lisbon, Portugal

Other addresses may be substituted for the above upon the giving of notice. All notices, requests, communications and documents submitted to A.I.D. hereunder shall be in English, except as A.I.D. may otherwise agree in writing.

SECTION 9.02. Representatives. For all purposes relative to this Agreement, the Borrower will be represented by the individual holding or acting in the office of Ministro das Finanças and A.I.D. will be represented by the individual holding or acting in the office of the A.I.D. Representative, Embassy of the United States of America, Lisbon. Such individuals shall have the authority to designate by written notice additional representatives. In the event of any replacement or other designation of a representative hereunder, Borrower shall submit a statement of the representative's name and specimen signature in form and substance satisfactory to A.I.D. Until receipt by A.I.D. of written notice of revocation of the authority of any of the duly authorized representative of the Borrower designated pursuant to this Section, it may accept the signature of any such representative or representatives on any instrument as conclusive evidence that any action effected by such instrument is duly authorized.

SECTION 9.03. Implementation Letters. A.I.D. shall from time to time issue Implementation Letters that will with the concurrence of the Borrower, prescribe the procedures applicable hereunder in connection with the implementation of this Agreement.

SECTION 9.04. Promissory Notes. At such time or times as A.I.D. may request, the Borrower shall issue promissory notes or such other evidences of indebtedness with respect to the Loan, in such form, containing such terms and supported by

such legal opinion as A.I.D. may reasonably request. The form of such evidence shall be agreed upon by the Borrower and A.I.D.

SECTION 9.05. Language of Agreements. This agreement is prepared in both English and Portuguese. In the event of ambiguity or conflict between the two versions, the English version will control.

SECTION 9.06. Termination Upon Full Payment. Upon payment in full of the Principal and of any accrued interest this Agreement and all obligations of the Borrower and A.I.D. under this Loan Agreement shall terminate.

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

GOVERNMENT OF PORTUGAL

BY: José Medeiros Ferreira

NAME: Dr. José Manuel Medeiros Ferreira

TITLE: Minister of Foreign Affairs

UNITED STATES OF AMERICA

BY: Frank C. Carlucci

NAME: Frank C. Carlucci

TITLE: Ambassador

ANNEX A

PORTUGAL-HOUSING FOR LOW-INCOME FAMILIES

The program shall consist of the construction of the following type dwellings for which the Fundo de Fomento da Habitação (F.F.H.) has been delegated primary responsibility for carrying out as part of the Government of Portugal's Housing Program for Low-Income families:

(a) Multistory apartment buildings providing rental units of from one to five bedrooms for urban families with incomes below the medium income; and

(b) Aided self-help family units undertaken pursuant to the SAAL and Cooperative programs of the F.F.H.

A.I.D. will help to finance not more than eighty-five percent (85%) of the agreed construction costs for the one, two and three bedroom housing units of the above described apartment building projects and not more than eighty-five percent (85%) of the agreed construction costs for the SAAL and Cooperative projects, exclusive of the value attributed to the self-help component of the SAAL projects contributed by cooperative members, through:

- An A.I.D. Loan	US$10,000,000
- A Housing Investment Guaranty (H.I.G.)	US$20,000,000
TOTAL	US$30,000,000

Except as A.I.D. and the Government of Portugal (G.O.P.) may otherwise agree in writing, a list of the projects to be financed under the loan are as shown in Table I.

The completed list and the projected construction costs of all projects to be part of the program will be agreed upon by A.I.D. and F.F.H. in Implementation Letters. With respect to such projected costs the ratio of attributed financing will be approximately as follows:

A.I.D. Loan - not to exceed 28 percent
H.I.G. Loan - not to exceed 57 percent
G.O.P - not less than 15 percent

Except as A.I.D. may otherwise agree, disbursements from the A.I.D. and H.I.G. loans will take place on a proportionate basis in accordance with the above ratios.

TABLE I

LIST OF PROJECTS

F.F.H. DIRECT PROMOTION PROJECTS

Project Description	Project Location (District)	Nº of Units
Sobreiro-Maia	Porto	320
Ponte Danta-Espinho	Aveiro	226
Chaves	Vila Real	56
Araucária	Vila Real	228
Setúbal (P.I.)	Setúbal	295
Funchal - Bairro do Hospital I	Funchal	50

PROJECT WITH MUNICIPALITY COMPARTICIPATION

Bairro S. João de Deus	Porto	616
Ramalde	Porto	220
Mogadouro	Bragança	30
Sertã	Castelo Branco	202
Telheiras Norte I	Lisboa	264
Qta. das Laranjeiras	Lisboa	658
Bairro Padre Cruz	Lisboa	200
Ponta Delgada - Açores	Ponta Delgada	100
V. Franca do Campo - Açores	Angra do Heroismo	20
Rabo de Peixe - Açores	Ponta Delgada	30

SAAL AND COOPERATIVES

Cerca do Cemitério	Faro	108
Monte-Gordo	Faro	133
Falagueira - Amadora	Lisboa	280
Portela - Outorela	Lisboa	450
Ovar	Aveiro	400
Entroncamento	Santarém	64

ACORDO DE EMPRÉSTIMO CELEBRADO ENTRE O GOVERNO DE PORTUGAL E OS ESTADOS UNIDOS DA AMERICA PARA HABITAÇÃO SOCIAL

Acordo de Empréstimo, celebrado en 4 de Março de 1977 entre o Governo de Portugal (mutuário) e os Estados Unidos da América, por intermédio da Agency for International Development (A.I.D.).

ARTIGO I

O empréstimo

SECÇÃO 1.01 – O empréstimo. A A.I.D. concorda en emprestar ao mutuário, en conformidade com a Lei de Assisténcia ao Estrangeiro (Foreign Assistance Act) de 1961, e suas emendas, una quantia que não excederá dez milhões de dólares dos Estados Unidos ($ 10,000,000) (empréstimo) para auxiliar o mutuário a executar o programa referido na Secção 1.02. O empréstimo será aplicado exclusivamente no financiamento dos custos de bons e serviços exigidos pelo programa. O montante agregado dos desembolsos feitos no âmbito do empréstimo será referido neste documento como "capital".

SECÇÃO 1.02 – O programa. O programa conscistirá no programa do mutuário para a construção de habitações destinadas a famílias de baixo rendimento a executar pelo Fundo de Fomento da Habitação (FFH), O programa é descrito em mais pormenor no Anexo A, junto, o qual poderá ser modificado por mútuo acordo, por escrito. No caso de as partes interessadas não chegarem a acordo sobre as condições do empréstimo garantido para habitaçòo relativo ao programa mencionado no Anexo A, est Acordo manterse-á em vigor e as partes concordarão então numa nova lista de projectos de habitação a incluir no Anexo A e a financiar nos termos abaixo indicados,

ARTIGO II

Condições do empréstimo

SECCÃO 2.01 – Juro. O mutuário pagará à A.I.D. um juro calculado à taxa de cinco por cento (5%) ao ano e incidente sobre e saldo do capital e sobre quaisquer juros devidos e não pagos. O juro sobre o saldo em dívida será calculado desde a data de sada desenbolso, como tal definida na Secção 7.03, e na base de ano de 365 dias. O juro será pago semestralmente. O primeiro pagamento de juros será devido, o mais tardar, seis (6) meses após o primeiro desembolso, em data a especificar pela A.I.D.

SECÇÃO 2.02 – Amortização. O mutuário reembolsará a A.I.D. do capital no prazo de vinte e cinco (25) anos a contar da data do primeiro desembolso, em quarenta e uma (41) prestações semestrais, aproximadamente iguais, de capital e juros. A primeira prestação de capital será devida quatro anos e meio (4½) após a data em kue oco-

rrer o primeiro pagamento de juros, segundo o disposto na Secção 2.01. A A.I.D, fornecerá ao mutuário um calendário de amortização, de acordo cum o disposto nesta secção, após o desembolso final no âmbito do empréstimo.

SECÇÃO 2.03 – Aplicação, moeda e local de pagamento. Todos os pagamentos de juros e de capital, nos termos deste Acordo, serão efectuados em dólares dos Estados Unidos e aplicados, primeiramente, ao pagamento dos juros em dívida e depois ao reembolso do capital. A menos que a A.I.D. instrua diferentemente por escrito, tais pagamentos serão feitos ao Controller da Agency for International Development, Washington, D.C., U.S.A., e serão considerados como efectuados logo que sejam recebidos na repartição do Controller.

SECÇÃO 2.04 – Pagamento antecipado. Achando-se satisfeito o pagamento de todos os juros e reembolsos devidos, o mutuário poderá, sem qualquer penalidade, antecipar a amortização de toda eu qualquer parte do capital ainda em dívida. Tal pagamento antecipado será aplicado às prestações de capital, na ordem inversa do seu vencimento.

SECÇÃO 2.05 – Renegociação do termo do empréstimo. O mutuário concorda em negociar com a A.I.D., em qualquer altura que esta tenha por conveniente, uma aceleração do reembolso do empréstimo, no caso de se verificar uma melhoria significativa na posição económica e financeira, interna e externa, e nas perspectivas do país do mutuário.

ARTIGO III

Condições precedentes ao desembolso

SECÇÃO 3.01 – Condições precedentes a qualquer desembolso. Antes do primeiro desembolso deste empréstimo, o mutuário fica obrigado, a menos que a A.I.D. concorde diferentemente por escrito, a fornecer à A.I.D., na forma e substância satisfatórias:

a) Um parecer do procurador-geral da República de Portugal, ou de qualquer outro jurista aceite pela A.I.D., de que este acordo foi devidamente autorizado ou ratificado pelo mutuário e executado em seu nome e que constitui um instrumento válido e juridicamente vinculativo do mutuário, em conformidade com todos os seus termos;

b) Uma declaração com os nomes das pessoas que podem obrigar o mutuário, especificadas na Secção 9.02, assim como espécime da assinatura de cada uma das pessoas indicadas nessa declaração;

c) Uma descrição das disposições, incluindo os termos e condições, através dos quais os desembolsos do empréstimo serão pelo mutuário postos à disposição do FFH, e por este à ordem de qualquer outra instituição, para o cumprimento do programa;

d) Um plano-calendário para a execução do programa, incluindo esquemas temporais para as construções e um plano financeiro para os projectos identificados no Anexo A, com a necessária amplidão para incluir todos os projectos que se espera façam

parte do Programa. A distribuição das verbas do empréstimo pelos programas descritos na Secção 5.04 será acordada entre a A.I.D. e o FFH;

e) Documentos contratuais executados para intervenção do programa de investimentos em habitação coberto por garantia ao qual se refere o Anexo A.

SECÇÃO 3.02. Condições precedentes ao desembolso para qualquer projecto específico. Antes do desembolso, nos termos do empréstimo, para qualquer projecto específico, o mutuário facultará, na forma e modo considerado satisfatório pela A.I.D., a prova de que o terreno necessário para o projecto foi assegurado e será posto à disposição para o projecto.

SECÇÃO 3.03 – Entrega de fundos do empréstimo. Satisfeitas as condições precedentes indicadas na Secção 3.01, a A.I.D. fará desembolsos, nos termos do empréstimo, em conformidade com proporções prescritas no Anemo A e com as formalidades e requisitos documentais indicados no Artigo VII e nas Cartas de Execução (Implementation Letters) e a satisfazer pelo mutuário. A menos que a A.I.D. e o mutuário concordem diferentemente por escrito, tais desembolsos consistirôoa:

a) Em quantias correspondentes a 85% de qualquer verba que o mutuário ou o FFH tenha adiantado aos empreiteiros pela aquisição dos materiais necessários para o projecto, desde que o total dessas verbas desembolsadas não exceda dois milhões e quinhentos mil dólares dos Estados Unidos ($US 2,500,000):

b) Em desembolsos adicionais, iguais a 85% dos custos de construção acordados segundo o plano financeiro, desde que o mutuário tenha prestado à A.I.D. provas aceitáveis de que i) é satisfatório e andamento das construções, tendo em conta os esquemas temporais de construção, e de que ii) e nutuárie realizou em tempo oportuno as suas contribuições em conformidade com o plano financeiro, assim como fez a entrega de quaisquer outros recursos requeridos pelo programa. Não será desembolsado mais de 90% do montante a financiar, nos termos do empréstimo da A.I.D., para qualquer projecto específico antes de o mutuário e a A.I.D. terem acordado que o projecto foi completado e está aprovado.

SECÇÃO 3.04 – Datas finais para satisfação das condições precedentes ao desembolso. Se as condições especificadas na Secção 3.01 não forem satisfeitas dentro de noventa dias (90), a contar da data da assinatura deste Acordo, ou de data posterior com a qual a A.ID. tenha concordado por escrito, a A.I.D. terá o direito de dar por findo este Acordo por meio de notificação escrita dirigida ao mutuário. Após tal notificação, considera-se rescindide este Acordo, assim como todas as obrigações das partes.

SECÇÃO 3.05 – Notificação de que foram satisfeitas as condições

precedentes ao desembolso. A A.I.D. notificará o mutuário logo após a verificação pela A.I.D. de que foram satisfeitas as condições precedentes ao desembolso, especificadas na Secção 3.01.

ARTIGO IV

Convenções e garantias gerais

Secção 4.01 – Execução do programa.

a) O mutuário, através do PFH, levará a efeito o programa com a devida diligência e eficiência, em conformidade com as boas prá ticas profissionais, financeiras, técnicas e administrativas;
b) O mutuário fará com que os fundos deste empréstimo sejam administrados em conformidade com os termos e condições deste Acordo e de molde a facilitar e êxito do programa;
c) O mutuário fará com que o programa seja executado de harmonia com os planos, esquemas temporais e outros arranjos, e respectivas modificações, aprovados pela A.I.D. nos termos deste Acordo.

Secção 4.02 – Fundos e outros recursos a proporcionar pelo mutuário. Omutuário fornecerá, logo que necessários, todos os fundos complementares dos facultados pelo empréstimo, assim como todos os outros recursos indispensáveis para levar a efeito o programa.

Secção 4.03 – Consultas contínuas. O mutuário, o FFH e a A.I.D. deverão cooperar inteiramente a fim de assegurar que os propósitos de empréstimo sejam alcançados. Com essa finalidade, o mutuário, o FFH e a A.I.D., a pedido de qualquer das partes, trocarão impressões, stravés dos seus representantes, em relação ao andamento do programa, ao cumprimento por parte do mutuário das obrigações assumidas nos termos deste Acordo e a outros assuntos ligados com o programa.

Secção 4.04 – Tributação. Este Acordo, o empréstimo e qualquer título de dívida emitido por força deles ficarão isentos de quaisquer impostos em vigor no país do mutuário, não podendo, por isso, quaisquer prestações de capital ou de juros aparecer deduzidas de tais impostos. Nos casos em que qualquer transacção ou valor financiado ao abrigo deste Acordo não esteja isento de qualquer imposto, direito aduaneiro ou taxa, identificável, em vigor no país do mutuário, este garantirá que os pagamentos a cobrir por este Acordo serão destinados ao financiamento de mercadorias e serviços, e nunca à liquidação de tais impostos, direitos aduaneiros ou taxas. De contrário, o mutuário terá de efectuar o reembolso dos fundos apliocdos no pagamento terá de efectuar o reembolso dos fundos aplicados no pagamento destes encargos, em conformidade com a Secção 8.06 deste Acordo, usando para isso meios que não provenham do empréstimo.

Secção 4.05 – Utilização de servicos. Os bens e serviçes obtidos com fundos proporcionados pelo empréstimo serão usados exclusiva-

mente para execução do programa, excepto nos casos em que a A.I.D., por escrito, concorde de maneira diferente.

SECÇÃO 4.06 – Escrituração e verificação de contas. O mutuário conservará, ou encarregará alguém de conservar, consoante as práticas e princípios correctos da contabilidade, livros e registos relativos ao programa e a este Acordo. Tais livros e registos deverão mostrar claramente:

a) A recepção e o uso dos fundos desembolsados nos termos deste Acordo;
b) A natureza e âmbito dos concursos feitos para fornecimento das mercadorias e serviços necessários;
c) As bases da adjudicação de obras e fornecimentos aos concorrentes vencedores, e
d) O andamento do programa.

Tais livros e registos serão regularmente sujeitos a peritagem de contas, em conformidade com os padrões correctos da verificação de contas, pelos períodos e intervalos que a A.I.D. julgar convenientes, e serão conservados durante cinco anos após a data do último desembolso feito pela A.I.D., ou até que sejam saldadas as quantias devidas à A.I.D., nos termos deste Acordo, valendo para este efeito a data que ocorrer primeiro.

SECÇÃO 4.07 – Relatórios. O mutuário fornecerá à A.I.D. todas as informações e relatórios, referentes ao empréstimo e ao programa por ela financiado, que a A.I.D. solicite para verificar os resultados do programa.

SECÇÃO 4.08 – Inspecções. Os representantes autorizados da A.I.D., após solicitação ao mutuário, terão o direito de, em alturas que se possam considerar aceitáveis, inspeccionar o programa, assim como os livros, registos e outros documentos referêntes ao programa financiado e ao empréstimo, a fim de verificarem os resultados do programa. O mutuário prestará a sua colaboração à A.I.D. a fim de facilitar tais inspecções.

ARTIGO V

Convenções e garantias especiais

SECÇÃO 5.01 – Níveis de rendimento. O mutuário obriga-se a que as rendas mensais a pagar pelas habitações, a que se referem os desembolsos deste empréstimo, não excedam vinte e cinco por cento (25%) do rendimento médio das famílias utentes nas zonas urbanas ou rurais onde fiquem localizadas as habitações, a menos que a A.I.D. concorde diferentemente por escrito.

SECÇÃO 5.02 – Contratação de nacionais de terceiros países. Não mais de vinte (20) por cento das pessoas contratadas para prestarem serviços para qualquer dos contratos de empreitada financiados nos termos do empréstimo serão de outra nacionalidade que a portuguesa, exceptuando os nacionais das antigas colónias, ou residentes

permanentes que estejam em Portugal há pelo menos três anos consecutivos.

SECÇÃO 5.03 – Informação e marcação. A A.I.D. manifesta o desejo de que o mutuário mantenha indicações nos locais dos projectos identificando o programa como sendo financiado pelos Estados Unidos.

SECÇÃO 5.04 – Seleceão de programas. As partes procurarão distribuir o produto do empréstimo en partes iguais pelos programas seguintes do FFH no domínio da habitação:

a) promoção directa
b) comparticipação às autarquias locais
c) SAAL e cooperativas

tendo sempre em atenção as condi ões de eficiente administração do projecto dentro dos prazos de desembolso do empréstimo, e excepto o que diversamente adiante se estipula.

ARTIGO VI

Aquisições

SECÇÃO 6.01 – Origens das aquisições. Excepto nos casos em que a A.I.D. concorde diferentemente por escrito, os desembolsos efectuados nos termos da Secção 7.01 serão utilizados exclusivamente para financiar aquisições de bens e serviços, para realização do programa, que tenham origem em Portugal ou nos Estados Unidos. No caso de artigos provenientes dos Estados Unidos, os mesmos serão transportados em navios americanos.

SECÇÃO 6.02 – Datas de admissão. Excepto nos casos em que a A.I.D. concorde diferentemente por escrito, sòmente serão financiados por este emprestimo bens e serviços cujo fornecimento seja contratado para depois de 1 de Janeiro de 1976.

SECÇÃO 6.03 – Preços razoáveis. Em caso algum poderão ser, pagos preços acima de razoável por bens ou serviços financiados, total ou parcialmente, nos termos deste empréstimo.

ARTIGO VII

Desembolsos

SECÇÃO 7.01 – Desembolsos. Satisfeitas as condições precedentes e apresentada a documentação exigível nos termos da Secção 3.01, o mutuário pode requerer da A.I.D. o desembolso de escudos portugueses para a realização do programa, em conformidade com os termos e condições deste Acordo. Tais desembolsos serão feitos em escudos na posse do Governo dos Estados Unidos da América e obtidos pela A.I.D. em troca de dólares dos Estados Unidos. O equivalente em dólares dos escudos postos à disposição do mutuário será o montante em dólares que a A.I.D. tenha que despender para obter tais escudos.

SECÇÃO 7.02 – Outras formas de desembolso. Os desembolsos do empréstimo poderão também ser efectuados de qualquer outra maneira que o mutuário e a A.I.D. acordem por escrito, ficando entendido que os desembolsos podem ser canalizados por intermédio da Sociedade Financeira Portuguesa.

SECÇÃO 7.03 – Data do desembolso. Os desembolsos feitos pela A.I.D. de harmonia com a Secção 7.01 consideramse como tendo sido efectuados na data em que a A.I.D. entregue os encudos ao mutuário ou à entidade que o represente.

SECÇÃO 7.04 – Data final para desembolso. A menos que a A.I.D. concorde diferentemente por escrito, nenhum desembolso será efectuado contra documentação recebida pela A.I.D. posteriormente a 31 de Dezembro de 1978. A A.I.D. terá o direito, em qualquer momento ou momentos depois de 30 de Junho de 1979, de reduzir o empréstimo, parcial ou totalmente, no que toca à parte para a qual não haja sido recebida documentação até à data acima indicada.

ARTIGO VIII

Cancelamento e suspenão

SECÇÃO 8.01 – Cancelamento pelo mutuário. O mutuário poderá, por notificação esorita dirigida à A.I.D., cancelar qualquer parte do empréstimo i) que, anteriormente a tal notificação, a A.I.D. não tenha ainda desembolsado ou tomado o compromisso de desembolsar e ii) que até a essa altura não tenha sido utilizada pela emissão de cartas de crédito irrevogáveis.

SECÇÃO 8.02 – Casos de incumprimento; aceleração. Se ocorrer uma ou mais das seguintes circunstâncias:

a) O mutuário não tenha satisfeito pontualmente o pagamento de qualquer juro ou prestação do capital devido nos termos deste Acordo;
b) O mutuário tenha deixado de cumprir qualquer outra disposição do Acordo;
c) O mutuário não haja pago na altura devida qualquer juro ou prestação do capital ou satisfeito qualquer outro compromisso financeiro devido nos termos de outro acordo de empréstimo, assim como de qualquer acordo de g rantia ou ainda de outro qualquer acordo entre o mutuário, ou qualquer dos seus orgãos, e a A.I.D., ou qualquer das instituições que a precederam,

a A.I.D. terá direito de notificar o mutuário de que todo ou parte do capital em dívida deverá ser pago dentro de sessenta dias (60), e, a menos que a referida falha da parte do mutuário tenha sido sanada dentro de sessenta (60) dias:

i) O capital em dívida assim como os respectivos juros veneidos consideram-se devidos e deverão ser pagos imediatamente, e

ii) O montante de futuros desembolsos feitos ao abrigo de cartas de crédito irrevogáveis ainda válidas ou por qualquer outra forma considerar-se-á devido e deverá ser pago logo que seja re cebido.

SECÇÃO 8.03 – Suspensão de desembolsos. No caso de em qualquer altura:

a) Se ter verificado qualquer das faltas de cumprimento mencionadas na Secção 8.02;
b) Ter ocorrido qualquer acontecimento que a A.I.D. considere como situação extraordinária que torne improvável a consecução do objectivo do empréstimo ou comprometa decisivamente a capacidade do mutuário para cumprir as obrigações assumidas nos termos do Acordo;
c) Qualquer desembolso não ter obedecido à legislação que rege a A.I.D.;
d) O mutuário ter deinado de pagar na altura devida qualquer juro ou prestação de capital ou qualquer outro compromisso financeiro devido nos termos de qualquer outro acordo de empréstimo, assim como de qualquer outro acordo de garantia ou ainda de outro qualquer acordo entre o mutuário, ou qualquer dos seus orgãos, e o Governo dos Estados Unidos, ou qualquer dos seus orgãos,

a A.I.D. poderá:

i) Suspender ou cancelar documentos de compromisso válidos, as medida em que não tenham sido utilisados através de emissão de cartas de crédito irrevogáveis ou através de pagamentos bancários feitos por forma diferente da de cartas de crédito irrevogáveis, caso em que a A.I.D., logo de seguida, fará ao mutuário a competente notificação;
ii) Recusar efectuar desembolsos para além dos decorrentes de documentos de compromisso válidos,
iii) Recusar emitir novos documentos de compromisso.

SECÇÃO 8.04 – Cancelamento pela A.I.D. Após a suspensão de um desemboloso em conformidade com a Sec ão 8.03, se a causa ou causas de tal suspensão não forem eliminadas ou corrigidas dentro de sessenta (60) dias a contar da data da auspensão, a A.I.D. reserva-se o direito de, quando o entender, cancelar todo ou parte do empréstimo que não tenha sido ainda desembolsado ou objecto de cartas de crédito irrevogáveis.

SECÇÃO 8.05 – Continuação da validade do Acordo. Não obstante qualquer cancelamento, suspensão de desembolso ou aceleração de pagamento, as disposições deste Acordo continuarão inteiramente ou vigor até que seja completado o pagamento de todo o capital e quaisquer juros devidos.

SECÇÃO 8.06 – Restituições:

a) No caso de qualquer desembolso não huver sido justificado por documentação válida nos termos deste Acordo, eu de qualquer desembolso não haver porventura sido feito ou aplicado em conformidade com os termos deste Acordo, a A.I.D., sem prejuízo do direito de exercer quaisquer outras medidas admitidas neste Acordo, poderá exigir do mutuário a restituição de tal quantia em dólares dos Estados Unidos à A.I.D., restituição a ser efectuada dentro de noventa (90) dias após a recepção do pedido. Esta importância será aplicada, primeiramente e na medida do necessário, ao financiamento dos serviços obtidos para os efeitos deste Acordo; o rest nte, se o houver, será aplicado às prestações de capital por ordem inversa do seu vencimento, e o montante do empréstimo será reduzido na exacta medida de tal remanescente. Sem prejuízo de qulaquer outra disposição deste Acordo, o direito da A.I.D. de exigir uma restituição referente a qualquer desembolso feito nos termos deste Acordo manter-se-á válido pelo prazo de cinco anos, além da data do dito desembolso;

b) No caso de a A.I.D. receber de qualquer consultor, fornecedor ou instituição bancária, ou de qualquer outra entidade ligada ao empréstimo, um reembolso referente a bens ou serviços financiados pelo empréstimo e se tal reembolso resultar de preço exagerado por bens ou serviços prestados ou de bens ou serviços que não foram adequados, a A.I.D. aplicará, primeiramente e na medida do necessário, tal reembolso ao custo de bens ou serviços contratados, e o restante será aplicável às prestações de capital por ordem inversa do seu vencimento, sendo o montante do empréstimo reduzido pelo valor de tal remanescente.

SECÇÃO 8.07 – Despesas de cobrança. Todas as despesas razoáveis, para além dos vencimentos do seu pessoal, que a A.I.D. haja que realizar por virtude de cobrança de quaisquer reembolsos ou em ligação com importâncias devidas à A.I.D. como resultado da ocorrência de qualquer dos acontecimentos referidos na Secção 8.02, poderão ser debitadas ao mutuário e por este reembolsadas à A.I.D. pela forma a indicar por esta.

SECÇÃO 8.08 – Não desistência do direito de exigir reparações. Nenhum atraso ou ausência de exercício de qualquer regalia ou direito, incluindo o de exigir reparação, de que goze a A.I.D. nos termos deste Acordo, poderá ser interpretado como renúncia a tal regalia ou direito, incluindo o do exigir reparação, derivados deste Acordo.

ARTIGO II

Disposições diversas

SECÇÃO 9.01 – Comunicações. Qualquer notificação, pedido, documento ou outra comunicação, feito on enviado pelo mutuário ou pela

A.I.D., em conformidade com este acordo, será apresentado por escrito, telegrama ou radiograma, e será considerado como tendo sido devidamente feito ou enviado à parte contratante a que se destine quando for entregue a essa parts, per mão própria, correio, telegrama ou radiograma, no endereço seguinte:

PARA O MUTUÁRIO:

Endereço postal e telegráfico:

Ministro das Finanças
Avenida de Infante D. Henrique.
Lisboa, Portugal

PARA A A.I.D.:

Endereço postal e telegrafico:

A.I.D. Representative
Embassy of the United States of America
Lisbon, Portugal.

Estes poderão ser substituídos por outros endereços, depois de feita a respectiva notificação. Todas as notificações, pedidos, comunicações e documentos apresentados à A.I.D. serão redigidos em inglês, a menos que a A.I.D. concorde diferentemente, por escrito.

SECÇÃO 9.02 – Representantes. Para todos os fins deste Acordo, o mutuário será representado pela pessoa que desempenhe o cargo de Ministro das Finanças e a A.I.D. será representada pela pessoa encarregada da representação da A.I.D. na Embaixada dos Estados Unidos da América, em Lisboa. Tais representantes terão a faculade de designar, por notificação escrita, representantes adicionais. No caso de qualquer substituição ou designação de novo representante, o mutuário apresentará uma declaração contendo o nome e o espécime da assinatura da pessoa designada, com a forma e a substância que a A.I.D. considerar satisfatórias. Até receber notificação escrita da revogação dos poderes conferidos a qualquer representante, devidamente autorizado, do mutuário, nomeado em conformidade com o disposto nesta seoção, a A.I.D. poderá continuar a considerar as assinaturas detal ou tais representantes constantes de qualquer instrumento relativo a este Acordo, como prova iniludível de que qualquer acção desencadeada por tal instrumento está devidamente autorizada.

SECÇÃO 9.03 – Cartas de execução. (implementation letters). A A.I.D. emitirá cartas de execução (implementation letters) que, com a aceitação do mutuário, indicarão as formalidades aplicáveis com rereferência à execução deste Acordo.

SECÇÃO 9.04 – Promissórias. Sempre que a A.I.D. o requeira, o mutuário emitirá promissórias ou qulquer outro título de dívida relativamente ao empréstimo, na forma que a A.I.D. possa razoavelmente imper, contendo os termos que esta possa exigir e accompanhado do parecer jurídico de que a A.I.D. pretenda razoavelmente dispor. O modelo de tal título será acordado entre o mutuário o a A.I.D.

SECÇÃO 9.05 – Lingua dos contratos. Este Acordo 6 feito nas línguas inglesa e portuguesa. No caso de ambiguidude, ou de conflito entre as duas versões, prevalecerá a versão inglesa.

SECÇÃO 9.06 – Termo após integral pagamento. Após o pagamento integral do capital e de quaisquer juros devidos cessarão os efeitos deste Acordo, assim como de todas as obrigações do mutuário e da A.I.D., de harmonia com este Acordo.

Em testemunho do que, o mutuário e os Estados Unidos da América, por intermédio dos seus representantes devidamente autorizados, fizeram assinar este Acordo em seu nome, que se considera celebrado na data indicada no início do texto.

PELO GOVERNO PORTUGUÊS

JOSÉ MEDEIROS FERREIRA
José Medeiros Ferreira
Ministro dos Negócios Estrangeiros

PELOS ESTADOS UNIDOS DA AMÉRICA

FRANK C. CARLUCCI
Frank C. Carlucci
Embaixador

ANEXO A

Portugal – Habitação Social

O programa, ouja execução foi atribuida ao Fundo de Fomento da Habitação (FFH), consistirá na construção dos se guintes tipos de habitações como parte do programa do Governo português para a construção de habitações para famílias de baixo rendimento:

a) Edifícios de apartamentos para aluguer, variando cada fogo de un a cinco quartos de dormir para famílias urbanas com rendimentos inferiores à média; e
b) Fogos familiares de ajuda mútua construidos de acordo com os programas SAAL a cooperativas do FFH.

A A.I.D. ajudará a financiar não mais de oitenta e cinco por cento (85%) dos custos de construção acordados para os fogos de um, dois e três quartos de dormir dos projectors de edifícios de apartamentos acima descritos e não mais de oitenta e cince por cento (85%) dos custos de construção acordados para os projectos SAAL e cooperativas, excluindo e valor atribuido à ajuda mútua prestada pelos membros das cooperativas nos projectos SAAL, através de:

— Um empréstimo da AID	US$ 10.000.000
— Uma garantia de investimento na construção de habitações (G.I.)	US$ 20.000.000
Total	US$ 30.000.000

A menos que a AID e o Governo português concordem diferentemente por escrito, a lista dos projectos a financiar nos termos do empréstimo é a que consta da Tabela I.

A lista completa e os projectados custos de construção de todos os projectos que integrarão o programa serão acordados pela A.I.D. e pelo F.F.H. por intermédio de cartas de execução (Implementation Letters). As percentagens dos financiamentos em relação aos custos projectados serão aproximadamente:

Empréstimo da AID	– não mais de 28%
Garantia de Investimento	– não muis de 57%
Governo português	– pelo menos 15%

A menos que a AID concorde diferentemente, os desembolsos pelos empréstimos AID e G.I. terão lugar em base proporcional às percentagens acima indicadas.

QUADRO I

Lista de projectos

Projectos directamente promovidos pelo F.F.H.

Descrição do projecto	Localização do projecto (Distrito)	Unidades
Sobreiro-Maia	Porto	320
Ponte Danta-Espinhe	Aveiro	226
Chaves	Vila Real	56
Araucária	Vila Real	228
Setúbal (P.I.)	Setúbal	295
Funchal – Bairro do Hospital I	Funchal	50
Projectos com comparticipação das municipalidades		
Bairro S. João de Deus	Porto	616
Ramaldo	Porto	220
Mogadouro	Bragança	30
Sertã	Castelo Branco	202
Telheiras Norte I	Lisboa	264
Qta. das Laranjeiras	Lisboa	658
Bairro Padre Cruz	Lisboa	200
Ponta Delgada – Açores	Ponta Delgada	100
V. Franca do Campo – Açores	Angra do Heroismo	20
Rabo de Peixe – Açores	Ponta Delgada	30
SAAL e Cooperativas		
Cerca do Cemitério	Faro	108
Monte-Gordo	Faro	133
Falagueira – Amadora	Lisboa	280
Portela – Outorela	Lisboa	450
Ovar	Avoire	400
Entroncamento	Santarém	64

BOLIVIA

Prisoner Transfer

Treaty signed at La Paz February 10, 1978;
Ratification advised by the Senate of the United States of America July 12, 1978;
Ratified by the President of the United States of America July 24, 1978;
Ratified by Bolivia May 26, 1978;
Ratifications exchanged at Washington August 17, 1978;
Proclaimed by the President of the United States of America August 30, 1978;
Entered into force August 17, 1978.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Treaty between the United States of America and the Republic of Bolivia on the Execution of Penal Sentences was signed at La Paz on February 10, 1978, the text of which Treaty, in the English and Spanish languages, is hereto annexed;

The Senate of the United States of America by its resolution of July 12, 1978, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Treaty;

The Treaty was ratified by the President of the United States of America on July 24, 1978, in pursuance of the advice and consent of the Senate, and was duly ratified on the part of Bolivia;

It is provided in Article XI of the Treaty that the Treaty shall enter into force upon the exchange of instruments of ratification;

The instruments of ratification of the Treaty were exchanged at Washington on August 17, 1978; and accordingly the Treaty entered into force on that date;

NOW, THEREFORE, I, Jimmy Carter, President of the United States of America, proclaim and make public the Treaty, to the end that it shall be observed and fulfilled with good faith on and after August 17, 1978, by the United States of America and by the citizens of the

United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this thirtieth day of August in the year of our Lord one thousand nine hundred seventy-eight and of the Independence of the United States of America the two hundred third.

[SEAL]

JIMMY CARTER

By the President:
WARREN CHRISTOPHER
Acting Secretary of State

TREATY BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF BOLIVIA ON THE EXECUTION OF PENAL SENTENCES

The United States of America and the Republic of Bolivia, agreeing on the necessity of mutual cooperation in combatting crime insofar as the effects of such crime extend beyond their borders and with the purpose of assuring the better administration of justice through adequate procedures that facilitate the social rehabilitation of prisoners;

HEREBY resolve to enter into a Treaty on the Execution of Penal Sentences in the following terms:

ARTICLE I

1. Sentences imposed in the Republic of Bolivia on nationals of the United States of America may be served in penal institutions of the United States of America or under the supervision of its authorities in accordance with the provisions of this Treaty.
2. Sentences imposed in the United States of America on nationals of the Republic of Bolivia may be served in penal institutions of the Republic of Bolivia or under the supervision of its authorities in accordance with the provisions of this Treaty.

ARTICLE II

For the purposes of this Treaty:

1. "TRANSFERRING STATE" means the party from which the offender is to be transferred.

2. "RECEIVING STATE" means the party to which the offender is to be transferred.
3. "OFFENDER" means a person who in the territory of one of the parties is serving a prison sentence not subject to further appeal or is on parole or suspended sentence.

ARTICLE III

This Treaty shall apply only under the following conditions:

1. That the offense for which the offender was convicted and sentenced is one which would be punishable as a crime in the Receiving State; provided, however, that this condition shall not be interpreted so as to require that the crime described in the laws of both States be identical in those matters which do not affect the nature of the crime.
2. That the offender be a national of the Receiving State.
3. That the offender has not been sentenced to the death penalty nor convicted of a crime under military law.
4. That at least six months of the offender's sentence remain to be served at the time of petition.
5. That the sentence be final, that any appeal procedures have been completed, and that there be no extraordinary review procedures pending at the time of invoking the provisions of this Treaty.
6. That the provisions of the sentence, other than the period of detention, have been complied with.

ARTICLE IV

The parties will designate authorities to perform the functions provided in this Treaty.

ARTICLE V

1. Each transfer of American offenders shall be initiated by a written petition presented by the Embassy of the United States of America in Bolivia to the Ministry of Foreign Affairs and Worship.
2. Each transfer of Bolivian offenders shall be initiated by a written petition presented by the Embassy of the Republic of Bolivia in the United States of America to the Department of State.
3. If the Transferring State considers the request to transfer the prisoner appropriate and the offender gives his express consent, the Transferring State will communicate its approval of such request to the Receiving State so that, once internal arrangements have been completed, the transfer of the offender may be effected in the Embassy of the United States of America in La Paz or in the Embassy of the Republic of Bolivia in Washington, respectively, to the Chiefs of Mission or to the authorities designated for this purpose by the Receiving State. A written record of the transfer will be prepared.
4. When the offender is located at a site distant from the Embassy, he may be transferred at the nearest Consulate. For such purpose, the Chief of Mission may delegate the function of reception to the respective Consul, after informing the authorities of the Transferring State and complying with the requirements set forth in the

preceding paragraph.

5. The Receiving State will be responsible for the custody and transport of the offender to the prison or place where he should complete his sentence from the moment in which the offender is received in the Embassy or Consulate of the Receiving State; and in each case, as necessary, the Receiving State will request the cooperation of third countries for transit of the offender through their territories. In special cases, by agreement between the respective authorities of both parties, the Transferring State will assist in said requests made by the Receiving State.

6. In making the decision concerning the transfer of an offender and with the objective that the transfer should contribute effectively to his social rehabilitation, the authority of each party will consider, among other factors, the seriousness of the crime, previous criminal record if any, health status, and the ties that the offender may have with the society of the Transferring State and the Receiving State.

7. In cases where a Bolivian offender has been sentenced by a state of the United States of America, the approval of the respective state authorities for his transfer will be required as well as that of the federal authority.

8. The Transferring State shall furnish to the Receiving State certified copies of the principal portions of the trial record and information concerning the offender from the time of his detention in said State. When the Receiving State considers such information insufficient, it may request additional information.

9. When the Transferring State does not approve, for whatever reason, the transfer of an offender, it shall communicate this decision to the Receiving State without delay.

10. Before the transfer, the Transferring State shall afford an opportunity to the Receiving State, if it so desires, to verify through an officer designated by the laws of the Receiving State, that the offender's consent to the transfer has been given voluntarily and with full knowledge of the legal consequences thereof.

11. The Receiving State shall not be entitled to any reimbursement for the expenses incurred by it in the transfer of an offender or the completion of his sentence.

ARTICLE VI

1. An offender delivered for execution of a sentence under this Treaty may not again be detained, tried or sentenced in the Receiving State for the same offense for which the sentence was imposed by the Transferring State.

2. Except as otherwise provided in this Treaty, the completion of a transferred offender's sentence shall be carried out according to the laws and procedures of the Receiving State, including the application of any provisions for reduction of the term of confinement by parole, conditional release or otherwise.

3. On request by the Transferring State, the Receiving State will provide information regarding compliance with the sentence, including data regarding parole and similar matters. Moreover, the Receiving State may request additional information regarding a transferred offender.

ARTICLE VII

The Transferring State shall retain exclusive jurisdiction regarding the sentences imposed and any procedures that provide for revision, modification, or cancellation of the sentences pronounced by its courts. The Receiving State, upon being informed of any decision in this regard, will put such measures into effect.

ARTICLE VIII

1. This Treaty shall also be applicable to persons subject to supervision or other measures under the laws of one of the parties relating to youthful offenders. The parties shall, in accordance with their laws, agree on the kind of treatment to be accorded such persons upon transfer. Consent for the transfer of such persons shall be obtained from a legally authorized representative.
2. Nothing in this Treaty shall be interpreted to limit the ability which the parties may have, independent of the present Treaty, to grant or accept the transfer of youthful or other offenders.

ARTICLE IX

By special agreement between the parties for specific cases, persons accused of a crime who the medico-legal authorities of the Transferring State have duly determined are suffering from a mental aberration or mental illness and for such reason are declared incompetent to stand trial, may be transferred to the country of which they are nationals so that they may be cared for in specialized institutions.

ARTICLE X

In order to carry out the purposes of this Treaty, each party shall take the necessary legislative measures and shall establish adequate administrative procedures so that the sentences imposed will have legal effect within their respective territories.

ARTICLE XI

1. The present Treaty shall be subject to ratification and shall enter into force on the date on which instruments of ratification are exchanged.[1] The exchange of instruments of ratification shall take place at Washington.
2. The present Treaty shall remain in force for two years and shall be automatically renewed for additional periods of two years unless one of the parties gives written notice to the other of its intention to terminate the Treaty at least six months prior to the expiration of any two-year period.

DONE in duplicate, in the English and Spanish languages, each language version being equally authentic, at La Paz, this tenth day of February, 1978.

FOR THE UNITED STATES OF AMERICA:

Paul H. Boeker [2]

FOR THE REPUBLIC OF BOLIVIA:

[3]

[1] Aug. 17, 1978.
[2] Paul H. Boeker.
[3] O. Adriazola Valda.

CONVENIO ENTRE LA REPUBLICA DE BOLIVIA
Y LOS ESTADOS UNIDOS DE AMERICA SOBRE
LA EJECUCION DE SENTENCIAS PENALES

La República de Bolivia y los Estados Unidos de América, coincidentes en la necesidad de prestarse una mutua cooperación en la lucha contra la criminalidad, en la medida que sus efectos trasciendan sus fronteras y con el fin de asegurar una mejor administración de la Justicia, a través de procedimientos adecuados que faciliten la rehabilitación social de los reos; RESUELVEN suscribir un Convenio sobre Ejecución de Sentencias Penales en los siguientes términos:

ARTICULO I

1. Las penas impuestas en la República de Bolivia a nacionales de los Estados Unidos de América podrán ser cumplidas en establecimientos penales de los Estados Unidos de América o bajo la vigilancia de sus autoridades, de conformidad con las disposiciones del presente Convenio.

2. Las penas impuestas en los Estados Unidos de América a nacionales de la República de Bolivia, podrán ser cumplidas en establecimientos penales de Bolivia o bajo la vigilancia de las autoridades bolivianas, de conformidad con las disposiciones del presente Convenio.

ARTICULO II

Para los efectos consiguientes al presente Convenio, se denominará:

1) "ESTADO TRASLADANTE" la parte de la cual el reo habrá de ser trasladado.
2) "ESTADO RECEPTOR" la parte a la que el reo habrá de ser trasladado.
3) "REO" la persona que en el territorio de una de las partes cumple una pena de privación de libertad o se encuentre bajo el beneficio de libertad condicional o de pena suspendida en ejecución de sentencia ejecutoriada.

ARTICULO III

El presente Convenio se aplicará únicamente bajo las siguientes condiciones:

1. Que el delito por el cual el reo fue declarado culpable y sentenciado sea punible en el Estado Receptor; sin embargo, esta condición no será interpretada en el sentido de requerir que los delitos tipificados en las leyes de ambos Estados sean idénticos en aquellos aspectos que no afectan a la índole del delito.

2. Que el reo sea nacional del Estado Receptor.

3. Que el reo no hubiera sido condenado a pena de muerte ni que tampoco se trate de un delito previsto en las leyes militares.

4. Que el tiempo de la sentencia por cumplirse en el momento de la solicitud sea por lo menos de seis meses.

5. Que la sentencia se encuentre ejecutoriada y no esté pendiente de un recurso extraordinario en el momento de invocarse el presente Convenio.

6. Que las disposiciones de la sentencia, fuera de la privación de libertad, hayan sido satisfechas.

ARTICULO IV

Las Partes designarán las autoridades encargadas de ejercer las funciones previstas en el presente Convenio.

ARTICULO V

1. Todo traslado de reos norteamericanos se iniciará con la solicitud que presentará por escrito la Embajada de los Estados Unidos de América en Bolivia al Ministerio de Relaciones Exteriores y Culto.

2. Todo traslado de reos bolivianos se iniciará con la solicitud que presentará por escrito la Embajada de la República de Bolivia en los Estados Unidos de América al Departamento de Estado.

3. Si el Estado Trasladante considera procedente la solicitud de traslado del reo y éste dá su consentimiento expreso, se comunicará dicha resolución al Estado Receptor para que, cumplidas las formalidades internas, se efectúe la entrega del reo en la Embajada de los Estados Unidos de América en La Paz o en la Embajada de la República de Bolivia en Washington, a los Jefes de Misión o a las autoridades designadas al efecto por el Estado Receptor, labrándose un acta circunstanciada.

4. Estando el reo distante de la sede Territorial de la Embajada, podrá ser entregado en el Consulado más próximo. Para este efecto, el Jefe de Misión podrá delegar la función de recepción al Cónsul respectivo, previo conocimiento de las autoridades del Estado Trasladante y cumpliendo con los requerimientos previstos en el inciso anterior.

5. El Estado Receptor será responsable de la custodia y conducción del reo a la prisión o lugar donde deba cumplir la condena, desde el momento en que recibió al reo en su Embajada o Consulado, debiendo en cada caso solicitar a terceros países la cooperación necesaria para el tránsito por sus territorios. En casos especiales y, previo acuerdo entre las respectivas autoridades de ambas Partes, el Estado Trasladante coadyuvará a las gestiones que realice el Estado Receptor.

6. Para decidir sobre el traslado del reo y con el propósito de que dicho traslado contribuya efectivamente a su rehabilitación social, la autoridad de cada una de las Partes considerará, entre otros factores, la gravedad del delito, los antecedentes penales si los hubiere, las condiciones de su salud y los vínculos que el reo pueda tener con la vida social del Estado Trasladante y del Estado Receptor.

7. En el caso de que un reo boliviano haya sido sentenciado por un Estado de los Estados Unidos de América, para su traslado será necesaria la aprobación de las autoridades respectivas de dicho Estado, así como de la autoridad Federal.

8. El Estado Trasladante deberá proporcionar al Estado Receptor copias legalizadas de las partes principales del proceso y los antecedentes del reo desde el momento de su detención en dicho Estado. En el caso de que el Estado Receptor considere insuficientes los informes correspondientes, podrá solicitar información complementaria.

9. En caso de que el Estado Trasladante no aceptare por cualquier circunstancia el traslado del reo, comunicará sin demora esta decisión al Estado Receptor.

10. Antes del traslado, el Estado Trasladante permitirá al Estado Receptor, si éste lo solicita, verificar por conducto del funcionario competente conforme a las leyes del Estado Receptor, que el consentimiento del reo para su traslado fue otorgado

voluntariamente y con pleno conocimiento de las consecuencias legales inherentes.

11. El Estado Receptor no podrá reclamar el reembolso de los gastos en que incurra con motivo del traslado y la ejecución de la sentencia del reo.

ARTICULO VI

1. Un reo entregado para el cumplimiento de una sentencia conforme al presente Convenio, no podrá ser detenido, procesado ni sentenciado nuevamente en el Estado Receptor por el mismo delito que motivó la sentencia dictada en el Estado Trasladante.

2. Salvo disposición en contrario de este Convenio, el cumplimiento de la sentencia de un reo trasladado se sujetará a las leyes y procedimientos del Estado Receptor, incluyendo la aplicación de toda disposición relativa a la reducción del período de prisión por medio de libertad condicional o cualquier otra forma de preliberación.

3. A requerimiento del Estado Trasladante, el Estado Receptor remitirá información sobre el cumplimiento de la sentencia, incluyendo datos sobre libertad condicional y otros. Igualmente, el Estado Receptor podrá pedir complementación de informes sobre el reo trasladado.

ARTICULO VII

El Estado Trasladante conservará la jurisdicción exclusiva con relación a las sentencias pronunciadas y a los procedimientos que tengan por objeto revisar, modificar o dejar sin efecto los fallos pronunciados por sus Tribunales. El Estado Receptor, al tener conocimiento de cualquier decisión al respecto, adoptará las medidas correspondientes.

ARTICULO VIII

1. El presente Convenio podrá aplicarse también a personas sujetas a vigilancia y otras medidas conforme a las leyes de una de las Partes relacionadas con infractores menores de edad. Las Partes, de conformidad con sus leyes, acordarán el tratamiento que se aplicará a tales personas una vez trasladadas. Para el traslado deberá obtenerse el consentimiento de quien esté legalmente facultado a otorgarlo.

2. Ninguna disposición de este Convenio se interpretará en el sentido de limitar la facultad que las Partes puedan tener, independientemente de este Convenio, para conceder o aceptar el traslado de un infractor menor de edad u otra clase de infractor.

ARTICULO IX

Por acuerdo especial entre las Partes, para casos específicos, las personas acusadas de un delito, respecto de las cuales las

autoridades médico-legales del Estado Trasladante hubieren comprobado debidamente que sufren una enfermedad o anomalía mental y que, por tal situación circunstancial sean calificadas de inimputables, podrán ser trasladadas al país de su nacionalidad, a fin de que sean atendidas en instituciones especializadas.

ARTICULO X

Con el fin de dar debido cumplimiento a lo establecido en el presente Convenio, cada una de las Partes signatarias adoptará las medidas legislativas necesarias y los procedimientos administrativos adecuados para que las sentencias dictadas surtan efectos legales en sus respectivos territorios.

ARTICULO XI

1. El presente Convenio estará sujeto a ratificación y entrará en vigencia en la fecha en que se efectúe el canje de ratificaciones.

   El canje de los respectivos instrumentos se hará en Washington.

2. El presente Convenio tendrá una duración de dos años y será automáticamente renovado por períodos adicionales de dos años, salvo que una de las Partes dé aviso escrito a la otra de su intención de denunciar el Convenio por lo menos seis meses

antes del vencimiento de cualquier período de dos años.

Hecho en la ciudad de La Paz, en dos ejemplares, en los idiomas español e inglés, siendo ambos textos igualmente válidos, a los diez días del mes de Febrero de mil novecientos setenta y ocho años.

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA.

POR EL GOBIERNO DE LA REPUBLICA DE BOLIVIA

[SEAL]

POLISH PEOPLE'S REPUBLIC

Small Business Participation in Trade and Economic and Industrial Cooperation

Agreement signed at Washington November 9, 1978; Entered into force November 9, 1978.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE POLISH PEOPLE'S REPUBLIC ON THE PARTICIPATION OF SMALL AND MEDIUM-SIZED FIRMS AND ECONOMIC ORGANIZATIONS IN TRADE AND IN ECONOMIC AND INDUSTRIAL COOPERATION

The Government of the United States of America and the Government of the Polish People's Republic:

- Considering that the increased participation by small and medium-sized firms and economic organizations in trade and in economic and industrial cooperation between the United States of America and the Polish People's Republic can contribute positively toward the development of such trade and cooperation;

- Recognizing the need to encourage the efforts of small and medium-sized firms to participate in such trade and cooperation;

- Bearing in mind the objectives of the Joint Statement on Economic, Industrial and Technological Cooperation between the United States of America and the Polish People's Republic, signed at Washington on October 9, 1974;[1]

- Taking note of the principles and provisions of the Final Act of the Conference on Security and Cooperation in Europe, signed at Helsinki on August 1, 1975;[2]

[1] *Department of State Bulletin*, Nov. 4, 1974, p. 604.
[2] *Department of State Bulletin*, Sept. 1, 1975, p. 323.

- Noting that there may be particular opportunities for specialized industrial firms and firms active in the field of production of consumer goods or services for domestic or third country markets, as well as in the field of supply of specialized services to large organizations; and

- Desiring to take full advantage of these possibilities for trade and cooperation for small and medium-sized firms;

Have agreed:

ARTICLE I

The contracting parties shall support the development of economic and industrial cooperation and trade involving small and medium-sized firms and economic organizations, in particular by facilitating the establishment of contacts and the negotiation of contracts.

ARTICLE II

1. The contracting parties shall support direct cooperation between organizations and institutions of both countries for the purpose of exchanging information and developing procedures useful to small and medium-sized firms and economic organizations in participating in trade, economic and industrial cooperation concerning such matters as:

a) Identification of special fields offering the best prospects for the development of trade and economic and industrial cooperation;

b) Methods for efficiently identifying interests and establishing contacts between small and medium-sized firms and economic organizations of one country and potential partners of the other country;

c) Assisting the conclusion of agreements between those firms and organizations for long-term cooperation in the field of specialized production and marketing of products; and

d) Possibilities for government credits and guarantees and other financial facilities to help solve financial problems concerning the development of trade and long-term cooperation, where one or both parties are small or medium-sized firms or economic organizations.

2. Particular support of the objectives mentioned under the above point shall be provided by the United States Department of Commerce and the Small Business Administration and the Polish Chamber of Foreign Trade and the Central Union of Cooperative Work.

ARTICLE III

The contracting parties shall consider the needs of small and medium-sized firms and economic organizations in the Joint American-Polish Trade Commission.

ARTICLE IV

This Agreement shall enter into force upon signature and shall remain in force for five years. Thereafter it may be renewed for additional periods of five years by agreement of the contracting parties. It may be terminated by either contracting party at any time upon twelve months' written notice.

DONE at Washington on November 9, 1978, in duplicate, each in the English and Polish languages, both equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Juanita M. Kreps
Secretary of Commerce

FOR THE GOVERNMENT OF THE POLISH PEOPLE'S REPUBLIC:

Mieczyslaw Jagielski
Vice-Chairman,
Council of Ministers

U M O W A

MIEDZY RZADEM STANOW ZJEDNOCZONYCH AHERYKI

A RZADEM POLSKIEJ RZECZYPOSPOLITEJ LUDOWEJ

O UDZIALE MAŁYCH I SREDNICH PRZEDSIEBIORSTW

I ORGANIZACJI GOSPODARCZYCH W HANDLU ORAZ WE WSPOŁPRACY

GOSPODARCZEJ I PRZEMYSŁOWEJ

Rząd Stanów Zjednoczonych Ameryki i Rząd Polskiej Rzeczypospolitej Ludowej,

- zważywszy, że większy udział małych i średnich przedsiębiorstw i organizacji gospodarczych w handlu oraz we współpracy gospodarczej i przemysłowej między Stanami Zjednoczonymi Ameryki a Polską Rzecząpospolitą Ludową może pozytywnie przyczynić się do rozwoju takiego handlu i współpracy;

- uznając potrzebę popierania starań małych i średnich przedsiębiorstw i organizacji gospodarczych zmierzających do uczestniczenia w takim handlu i współpracy;

- mając na uwadze cele określone we Wspólnym Oświadczeniu o Rozwoju Współpracy Gospodarczej, Przemysłowej i Technologicznej między Stanami Zjednoczonymi Ameryki a Polską Rzecząpospolitą Ludową, podpisanym w Waszyngtonie dnia 9 października 1974 roku;

- uwzględniając zasady i postanowienia Aktu Końcowego Konferencji Bezpieczeństwa i Współpracy w Europie, podpisanego w Helsinkach dnia 1 sierpnia 1975 roku;

- biorąc pod uwagę, iż występować mogą szczególne możliwości dla wyspecjalizowanych przedsiębiorstw przemysłowych oraz przedsiębiorstw działających w sferze produkcji towarów konsumpcyjnych bądź świadczenia usług na rynku krajowym, bądź na rynkach krajów trzecich, jak również w sferze świadczenia wyspecjalizowanych usług dla dużych organizacji;

- pragnąc wykorzystywać w pełni możliwości w dziedzinie handlu i współpracy między małymi i średnimi przedsiębiorstwami,

uzgodniły co następuje:

Artykuł 1

Umawiające się Strony będą popierały rozwój współpracy gospodarczej i przemysłowej oraz handlu z udziałem małych i średnich przedsiębiorstw i organizacji gospodarczych, w szczególności przez ułatwianie nawiązywania kontaktów i negocjowania kontraktów.

Artykuł 2

1. Umawiające się Strony będą popierały bezpośrednią współpracę między organizacjami i instytucjami obu krajów mającą na celu wymianę informacji i wypracowanie trybu postępowania ułatwiającego małym i średnim przedsiębiorstwom i organizacjom gospodarczym uczestniczenie w handlu, współpracy gospodarczej i przemysłowej, dotyczącego takich spraw jak:

a/ określenie poszczególnych dziedzin, w których istnieją najlepsze perspektywy dla rozwoju handlu oraz współpracy gospodarczej i przemysłowej;

b/ metody skutecznej identyfikacji interesów i nawiązywania kontaktów między małymi i średnimi przedsiębiorstwami i organizacjami gospodarczymi jednego kraju a potencjalnymi partnerami drugiego kraju;

c/ udzielanie pomocy przy zawieraniu przez te przedsiębiorstwa i organizacje wieloletnich porozumień o współpracy w zakresie specjalizacji produkcji oraz organizacji zbytu produktów;

d/ możliwości w zakresie rządowych kredytów i gwarancji oraz innych ułatwień finansowych, mogących pomóc w rozwiązywaniu problemów finansowych dotyczących rozwoju handlu i wieloletniej współpracy, w przypadku gdy jedna lub obie Strony są małymi lub średnimi przedsiębiorstwami lub organizacjami gospodarczymi.

2. Szczególnego poparcia dla celów wymienionych w ustępie 1 będą udzielać Departament Handlu Stanów Zjednoczonych i Zarząd d/s Drobnej Wytwórczości oraz Polska Izba Handlu Zagranicznego i Centralny Związek Spółdzielczości Pracy.

Artykuł 3

Umawiające się Strony będą rozpatrywać potrzeby małych i średnich przedsiębiorstw i organizacji gospodarczych w ramach Wspólnej Amerykańsko-Polskiej Komisji Handlu.

Artykuł 4

Umowa niniejsza wchodzi w życie w dniu podpisania i pozostanie w mocy na okres pięciu lat. Po tym okresie może być ona przedłużona na dalsze pięcioletnie okresy za zgodą Umawiających się Stron. Umowa może być w dowolnym okresie wypowiedziana w drodze pisemnej notyfikacji przez każdą z Umawiających się Stron; w takim przypadku utraci moc po upływie dwunastu miesięcy od dnia wypowiedzenia.

UMOWĘ niniejszą sporządzono w Waszyngtonie dnia 9 listopada 1978 roku i podpisano w dwóch egzemplarzach, każdy w językach angielskim i polskim, przy czym obydwa teksty są jednakowo autentyczne.

Z upoważnienia
Rządu Stanów Zjednoczonych
Ameryki

/Juanita M. KREPS/
Sekretarz Stanu

Z upoważnienia
Rządu Polskiej Rzeczypospolitej
Ludowej

/Mieczysław JAGIELSKI/
Wiceprezes Rady Ministrów

MEXICO

Research Cooperation in Transportation

Memorandum of understanding signed at Merida November 16, 1972;
Entered into force November 16, 1972.

MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF TRANSPORTATION OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE SECRETARIAT OF PUBLIC WORKS OF THE GOVERNMENT OF THE UNITED MEXICAN STATES CONCERNING RESEARCH COOPERATION IN THE FIELD OF TRANSPORTATION.

I. This Memorandum of Understanding between the Department of Transportation of the Government of the United States of America and the Secretariat of Public Works of the Government of the United Mexican States (hereinafter referred to as the parties) outlines a program to achieve mutually advantageous cooperation in transportation research and development. The aim of the program will be to promote cooperation between the transportation specialists of the parties in finding solutions to problems of mutual concern, and to improve transportation systems and techniques without costly and wasteful duplication of efforts.

II. To realize the benefits of research cooperation pursuant to this Memorandum of Understanding the parties agree that:

(a) They will undertake to develop research cooperation projects in such fields of transportation as are identified in Paragraph III below or as may subsequently be agreed.

(b) Each research cooperation project will be the subject of a project agreement describing the information and experience to be exchanged, and setting forth the details of any cost-sharing or task-sharing involved. Such project agreements will become Addenda to this Memorandum.

(c) Specific activities in connection with this program will be contingent upon the availability of funds.

(d) To administer and facilitate this program, each party will designate an appropriate official as its Program Coordinator. The Program Coordinators will be authorized by each party to:

(1) Conclude project agreements

(2) Provide a point of contact for the other party in making detailed arrangements for program activity, and;

(3) Arrange for regular reviews of the status and achievements of the overall program and its component projects, to be conducted at least once annually in Mexico City or in Washington.

(e) Any conditions relating to technical documents, patents and other technical data and experience which restrict their use by a third party shall be respected by the parties.

III. The following has been identified as the area of mutual interest:

Exchange of technical experience and knowledge, and of technical data resulting from research projects undertaken independently or jointly by the parties, relating to highway planning, design, construction, and maintenance.

IV. This Memorandum of Understanding will become effective upon signature and will remain in force until terminated by either party.

DONE at Merida, Republic of Mexico, in the English and Spanish languages this sixteenth day of November, 1972, each text being equally authentic.

JOHN A VOLPE

FOR THE DEPARTMENT OF TRANSPORTATION OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA

LUIS E BRACAMONTES

FOR THE SECRETARIAT OF PUBLIC WORKS OF THE GOVERNMENT OF THE UNITED MEXICAN STATES

MEMORANDUM DE ENTENDIMIENTO ENTRE LA SECRETARIA DE OBRAS PUBLICAS DEL GOBIERNO DE LOS ESTADOS UNIDOS MEXICANOS Y EL DEPARTAMENTO DE TRANSPORTES DEL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA, RELATIVO A UNA COOPERACION PARA LOS TRABAJOS DE INVESTIGACION EN EL ASPECTO DE TRANSPORTE

I. Este memorándum de entendimiento entre la Secretaría de Obras Públicas del Gobierno de los Estados Unidos Mexicanos y el Departamento de Transportes del Gobierno de los Estados Unidos de América (a quienes se denominará de aquí en adelante como las partes) delínea un programa de cooperación que permita lograr beneficios mutuos en la investigación del transporte y su desarrollo. El objetivo del programa será el de promover la cooperación entre los especialistas del transporte de ambas partes, a fin de encontrar soluciones a los problemas de interés mutuo y mejorar los sistemas y las técnicas del transporte, evitando el costoso desperdicio que implica la duplicación de esfuerzos.

II. Para lograr los beneficios de la investigación en cooperatión a que se refiere este memorándum de entendimiento, las partes convienen:

a) Elaborar proyectos en cooperación para el desarrollo de la investigación en aquellas áreas del transporte que se identifican en el párrafo tercero de este memorándum, o según lo que se acuerde posteriormente,

b) Cada proyecto de investigación en cooperación será objeto de un acuerdo especifico que establezca la información y la experiencia que deberá intercambiarse, asi como las bases para compartir los costos y las actividades necesarias. Tales convenios constituiráa adiciones a este memorándum.

c) Las actividades específicas en relación con este programa quedarán sujetas a la disponibilidad de fondos.

d) Con objeto de administrar y facilitar este programa, cada una de las partes designará a funcionario que estime conveniente en calidad de Coordinador de su programa. Los Coordinadores de Programa estarán autorizados por cada una de las partes para:

1. Llevar a cabo los acuerdos relativos a cada proyecto.
2. Establecer un punto de contacto para la otra parte en lo que se refiere a los arreglos de detalle para desarrollar las actividades del programa y
3. Prover revisiones poriódicas acerca del estado que guarde el programa general y los proyectos que lo integran, asì como los logros alcanzados en la ejecución del mismo, debiendollevarse a cabo estas revisiones

cuando menos una vez al año en la Ciudad de México o en la de Washington.

e) Las partes respetarán cualquier limitación relativa a documentos técnicos, patentes u otra información técnica y la experiencia cuyo uso pueda estar restringido por afectar intereses de terceraspersonas.

III. El objetivo de interés mutuo en relación con este programa es intercambiar la experiencia y los conocimientos técnicos, así como la información técnica que se derive de los programas de investigación que se efectúen independiente o conjuntanente por las partes, en relación con la planeación, diseño, construcción y conservación de carreteras.

IV. Este memorándum de entendimiento entrará en vigor en la fecha de su firma y tendrá vigencia hasta que se dé por terminado por cualiquiera de las dos partes.

CELEBRADO y firmado en la Ciudad de Mérida, Yucatán, de los Estados Unidos Mexicanos, tanto en inglés como en español, el día 16 de noviembre de 1972, considerándose ambos textos de iqual autenticidad.

POR LA SECRETARÍA DE OBRAS PÚBLICAS DEL GOBIERNO DE LOS ESTADOS UNIDOS MEXICANOS

LUIS E BRACAMONTES

POR EL DEPARTAMENTO DE TRANSPORTES DEL GOBIERNO DE LOS ESTADOS UNIDOS DE AMÉRICA

JOHN A VOLPE

SOMALIA

Agricultural Commodities

Agreement signed at Mogadiscio March 20, 1978;
Entered into force March 20, 1978.

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

The Government of the United States of America and the Government of the Somali Democratic Republic:

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

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

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

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

Desiring to set forth the understanding that will govern the sales of agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended[1] (hereinafter referred to as the Act), and the measures that the two Governments will take individually

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

and collectively in furthering the above mentioned policies;

Have agreed as follows:

PART I - GENERAL PROVISIONS

ARTICLE I

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

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

1. The issuance by the Government of the exporting country of purchase authorizations and their acceptance by the Government of the importing country; and

2. The availability of the specified commodities at the time of exportation.

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

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

E. The value of the total quantity of each commodity covered by the purchase authorizations for a specified type of financing authorized under this agreement shall not exceed the maximum export market value specified for that commodity and type of financing in Part II. The Government of the exporting country may limit the total value of each commodity to be covered by purchase authorizations for a specified type of financing as

price declines or other marketing factors may require, so that the quantities of such commodity sold under a specified type of financing will not substantially exceed the applicable approximate maximum quantity specified in Part II.

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

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

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

ARTICLE II

A. Initial Payment

The Government of the importing country shall pay, or cause to

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

B. Currency Use Payment

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

C. Type of Financing

Sales of the commodities specified in Part II shall be financed

in accordance with the type of financing indicated therein. Special provisions relating to the sale are also set forth in Part II.

D. Credit Provisions

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

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

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

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

b. In the case of Convertible Local Currency Credit interest shall begin to accrue on the date of dollar dis-

bursement by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of last delivery of commodities in each calendar year, except that if the installment payments for these commodities are not due on some anniversary of such date of last delivery, any such interest accrued on the due date of the first installment payment shall be due on the same date as the first installment and thereafter such interest shall be paid on the due dates of the subsequent installment payments.

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

E. Deposit of Payments

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

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

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

F. Sales Proceeds

The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this agreement, to be applied to the economic development purposes set forth in Part II of this agreement, shall be not less than the local currency

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

G. Computations

The computation of the Initial Payment, Currency Use Payment and all payments of principal and interest under this agreement shall be made in United States dollars.

H. Payments

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

1. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payments of its obligations, or, in the case of Currency Use Payments, used for the purposes set forth in Part II of this agreement; or,

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

ARTICLE III

A. World Trade

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

1. Insure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country will equal at least the quantities of agricultural commodities as may be specified in the Usual Marketing table set forth in Part II during each import period specified in the table and during each subsequent comparable period in which commodities financed under this agreement are being delivered. The imports of commodities to satisfy these usual marketing requirements for each import period shall be in addition to purchases financed under this agreement.

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

3. Take all possible measures to prevent the resale, diversion in transit, or transshipment to other countries or the use for other

than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, diversion in transit, transshipment or use is specifically approved by the Government of the United States of America); and

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

B. Private Trade

In carrying out the provisions of this agreement, the two Governments shall seek to assure conditions of commerce permitting private traders to function effectively.

C. Self-Help

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

D. Reporting

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

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

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

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

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

E. Procedures for Reconciliation and Adjustment of Accounts

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

F. Definitions

For the purposes of this agreement:

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

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

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

G. Applicable Exchange Rate

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

exchange rate legally obtainable in the importing country and which is not less favorable to the Government of the exporting country than the highest exchange rates obtainable by any other nation. With respect to local currency:

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

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

H. Consultation

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

I. Identification and Publicity

The Government of the importing country shall undertake such measures as may be mutually agreed prior to delivery for the identification of food commodities at points of distribution in the importing country, and for publicity in the same manner as provided for in Subsection 103 (1) of the Act.

PART II - PARTICULAR PROVISIONS

I. Commodity Table:

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Wheat Wheat Flour (Grain Equivalent Basis)	1978	25,000	Dols 3.2
Corn/Sorghums	1978	20,000	2.1
Rice	1978	5,000	1.7
Total Dollars			7.0

II. Payment Terms: Convertible local currency credit (40 years)

1. Initial Payment - None
2. Currency Use Payment - 5 per cent
3. Number of installment payments - 31
4. Amount of each installment payment - approximately equal annual amounts.
5. Due date of first installment payment - 10 years after date of last delivery of commodities in each calendar year.
6. Initial interest rate - 2 per cent
7. Continuing interest rate - 3 per cent

III. Usual Marketing Table:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirements (Metric Tons)
Wheat Wheat Flour (Grain Equivalent Basis)	1978	25,000
Corn/Sorghums	1978	35,000
Rice	1978	4,600

IV. Export Limitations:

A. The export limitation period shall be U.S. Fiscal Year 1978 or any subsequent U.S. Fiscal Year during which commodities financed under this agreement are being imported or utilized.

B. For the purpose of Part I, Article III (A) (4) of the agreement, the commodities which may not be exported are : For wheat/wheat flour -- wheat, wheat flour, rolled wheat, semolina, farina, bulgur (or the same product under a different name); for corn/sorghums -- corn, sorghums, barley, oats, and rye including mixed feed containing such grains; and for rice -- rice in the form of paddy, brown or milled.

V. Self-Help Measures:

A. In implementing these self-help measures specific emphasis will be placed on contributing directly to development progress in poor rural areas and on enabling the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Somalia agrees to:

1. Give top priority in its development programs having the goal of attaining self-sufficiency in the production of basic food crops, particularly grain and oil seeds.

2. Take appropriate measures to guarantee that farmers receive fair and adequate farm-gate prices for their output.

3. Increase funding of farmer credit programs, particularly for benefit of small farmers and credit cooperatives, for acquisition of equipment, improved seed varieties, fertilizers and other production inputs.

4. Render fullest possible budgetary and personnel support for expanding agricultural extension service including seed multiplication, particularly for dry land grain and oil seed crops and initiate crop diversification where such practice will improve agricultural productivity.

5. Increase allocations for district-level feeder road construction and maintenance in rural agricultural areas in order to improve farmer access to markets and input supplies.

6. The establishment and expansion of cooperative farms.

7. Expansion of irrigation facilities.

8. Provide assistance to water conservation projects.

9. Expanded use of fertilizer.

10. Improved management of marketing systems.

11. Assist with joint ventures in agro-business which promote agricultural production and facilitate distribution.

VI. Economic development purposes for which proceeds accruing to importing country are to be used.

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

In addition to the self-help measures set forth in item V of the Agreement, the following other projects or programs are:

1. Agricultural Production/Extension Projects

2. Feeder Roads Projects

3. Health Projects

4. Rural Education Projects

5. Rural (Shelter/Water Supplies) Development Projects

6. Sand Dune Stabilization Projects

B. The projects or programs identified under VI, A, above are elements of a country-wide financing and development program which will directly benefit the needy in the following ways:

1. Agricultural Production/Extension projects will assist in providing agricultural services, commodities and implements for small-scale farmers in the Inter-riverine, Bay and North West farming areas. Similar assistance will be provided settlers in the six established Agricultural and Fisheries Settlement projects. Approximately 300,000 small farmers are expected to benefit. The principal objectives are to increase agricultural cereal and oil seed production to achieve near self-sufficiency in the early 1980's and to help raise rural incomes.

2. Feeder Road Projects will address a major constraint to increased agricultural production by providing surface links from farming areas identified in VI, B, 1., to main roads connecting the principal marketing centers which would include Mogadiscion Chisimayo, Hargeisa, and Boidoa. The feeder road program will help improve marketing of agricultural products by providing easier access to market centers and permitting small rural farmers greater opportunities to receive agricultural assistance and other services.

3. Health projects envisaged are part of a country-wide program to extend primary health care services to the rural farming and nomadic populations. The program will involve the training of rural health workers, the construction of small rural dispensaries, some larger rural health clinics, and the provision of supplies and equipment in support of the dispensaries and clinics. The principal groups to benefit from the expanded health services will be the rural and nomadic populations with limited access to primary health care. The program will give emphasis to addressing problems of communicable diseases,

maternal child health care, nutrition and sanitation. Many of the dispensaries and clinics will be centered in the agricultural areas identified in VI, B, 1. At the conclusion of this country-wide program which will take a number of years to complete, approximately 2.0 million persons are expected to receive primary health services.

4. Rural education projects will help support country-wide campaign to provide essential craft and skills training for rural and urban primary school students. The program would provide school leavers with greater opportunities to enter the work force, as the result of training. Training centers for students and vocational instructors will be constructed or repaired, mobile training units will be introduced to service nomadic groups, and supplies, materials and other supporting equipment will be provided under the program. Benefits to be derived include increased incomes for rural and urban youth, reduced unemployment, and increased productivity.

5. Rural shelter and water supply projects will help provide permanent low-cost housing units and potable water supplies in support of Government villagization programs. The program will assist in replacing temporary shelters with permanent structures in the six major agricultural and fisheries settlement projects and in providing low-cost housing for new farming settlements in agricultural areas identified in VI, B, 1. The establishment of dependable sources of water for the farm population and livestock is an integral element of the program. The program is expected to greatly improve the quality of life for the rural population as a result of improved housing and sanitary and health conditions through the reduction of water-borne communicable diseases.

6. Sand Dune Stabilization Projects will attempt to arrest the steady progress of sand intrusions threatening important and potentially rich agricultural areas of the middle and lower Shebelle River Valley. A limited stabilization program is now in progress, but a greatly expanded program has become necessary to slow the current pace of dune migration and eventually bring it to a halt. Project resources will be utilized to defray the cost of planting material, labor,

transport, supplies, tools and equipment. In addition to protecting fertile agricultural areas, the program will provide employment for 5,000 to 8,000 persons and increase the forage-carrying capacity of the dunes for small stock.

7. The programs described above are presently in the planning stage and will be subject to modification during implementation.

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

PART III - FINAL PROVISIONS

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

This agreement shall enter into force upon signature.

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

DONE at Mogadiscio in duplicate, this 20th day of March, 1978.

For the Government of the
Somali Democratic Republic

Mohamed Yusuf Weirah
Minister of Finance

For the Government of the
United States of America

Richard M. Moose, Jr.
Assistant Secretary of State

PHILIPPINES

Trade in Textiles and Textile Products

Agreement effected by exchange of notes
Signed at Manila August 22 and 24, 1978;
Entered into force August 24, 1978;
Effective January 1, 1978.

The American Ambassador to the Philippine Minister of Foreign Affairs

No. 494 MANILA, *August 22, 1978*

EXCELLENCY:

I have the honor to refer to the arrangement regarding International Trade in Textiles, with annexes, done at Geneva on December 23, 1973,[1] and extended by protocol adopted on December 14, 1977,[2] at Geneva (hereinafter referred to as the Arrangement).

I have also the honor to refer to discussions between representatives of the Government of the Republic of the Philippines and the Government of the United States of America in Baguio City from May 24–30, 1978, concerning exports to the United States of America of cotton, wool, and man-made fiber textiles and textile products manufactured in the Republic of the Philippines. As a result of these discussions, and in conformity with Article 4 of the Arrangement, I have the honor to propose, on behalf of the Government of the Government of the United States of America, the following agreement relating to trade in cotton, wool, and man-made fiber textiles and textile products between the Republic of the Philippines and the United States of America:

1. The term of this agreement shall be from January 1, 1978 through December 31, 1982. An "agreement year" shall be a calendar year, with the first agreement year commencing on January 1, 1973 and ending on December 31, 1978.

2. Commencing with the first agreement year, and during each succeeding agreement year, the Government of the Republic of the Philippines shall limit annual exports from the Republic of the Philippines to the United States of America of cotton, wool, and man-made

---

[1] Should read: "December 20, 1973". TIAS 7840; 25 UST 1001.
[2] TIAS 8939; 29 UST 2287.

fiber textiles and textile products manufactured in the Republic of the Philippines to the aggregate limit, the limit on the total of all cotton and man-made fiber yarn and fabric, and the category specific limits and sub-limits set out in Annex B. These limits contain all swing, carryover and carry forward, as well as 4 percent growth, for the term of the agreement; therefore no further adjustments for swing, carryover and carry forward will be made and only 3 percent additional growth will be applied in the second and each successive year.

3. (A) The system of categories and the rates of conversion into square yards equivalent listed in Annex A shall apply in implementing this agreement except as set out in subparagraphs 3(B), 3(C), and 3(D) of this agreement.

(B) For purposes of this agreement, traditional items are defined as infants garments up to and including size 6X and classified in categories 335, 336, 337, 341, 342, 348, 352, 359, 635, 636, 637, 641, 642, 646, 648, 652, and 659. A factor of 1.74 pounds equals one dozen shall be used to convert pounds to dozens for traditional items in categories 359 and 659.

(C) For purposes of this agreement, and in recognition of the patterns of trade of the Republic of the Philippines with the United States of America, the pairs of categories below are merged and treated as single categories with the one sub-category as indicated, with specific limits for the merged categories and subcategory as set out in Annex B:

CATEGORIES MERGED	DESIGNATION IN AGREEMENT	SUBCATEGORIES
333, 334	333/334	333
338, 339	338/339	NONE
638, 639	638/639	NONE
645, 646	645/646	NONE

For purposes of computing charges to the aggregate limit, the rates of conversion for the individual categories set out in Annex A shall be applied, except that the rate of conversion for merged category 333/334 shall be 39.5 square yards equivalent per dozen and that the rate of conversion for merged category 638/639 shall be 15.5 square yards equivalent per dozen.

(D) For purposes of this agreement, category 643, men's and boys' suits, has a subcategory designated "not knit" which is subject to a sub-limit as set out in Annex B.

4. (A) Tops, yarns, piece goods, made-up articles, garments and other textile manufactured products, all being produced which derive their chief characteristics from their textile components, of cotton, wool, or man-made fibers, or blends thereof, in which any or all of those fibers represent either the chief value of the fibers or 50 percent or more by weight (or 17 percent or more by weight of wool) of the product, are subject to this agreement.

(B) For the purposes of this agreement, textile products shall be classified as cotton, wool or man-made fiber textiles if wholly or in chief value of any of those fibers. Any products covered by subparagraph 4(A) but not in chief value of cotton, wool or man-made fiber shall be classified as:

(I) Cotton textiles if containing 50 percent or more by weight of cotton, or if the cotton component exceeds by weight the wool and/or the man-made fiber component;

(II) Wool textiles if not cotton, and wool equals or exceeds 17 percent by weight of all component fibers; and

(III) Man-made fiber textiles if neither of the foregoing applies.

5. Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising in the implementation of this agreement, including differences in points of procedure or operation.

6. (A) The Government of the United States of America shall promptly supply the Government of the Republic of the Philippines with data on monthly imports of cotton, man-made fiber and wool textiles and textile products into the United States of America from the Republic of the Philippines.

(B) The Government of the Republic of the Philippines shall promptly supply the Government of the United States of America with data on monthly exports of cotton, man-made fiber and wool textiles and textile products from the Republic of the Philippines to the United States of America.

(C) Each Government agrees to supply promptly any other available statistical data necessary to the implementation of this agreement requested by the other Government.

7. The Government of the Republic of the Philippines shall use its best efforts to space exports from the Republic of the Philippines to the United States of America within each category or subcategory evenly throughout each agreement year, taking into consideration normal seasonal factors. Exports from the Philippines in excess of authorized limits or levels for each agreement year will, if allowed entry into the United States pursuant to this agreement, be charged to the applicable limits or levels for the succeeding agreement year.

8. If, having regard to the provisions of the Arrangement, the Government of the Republic of the Philippines considers that the Republic of the Philippines is being placed in an inequitable position vis-a-vis a third country, the Government of the Republic of the Philippines may request consultations with the Government of the United States of America with a view to taking appropriate remedial action. The Government of the United States of America shall consult with the Government of the Republic of the Philippines in the event of such a request.

9. For the duration of this agreement, the Government of the United States of America shall not invoke the procedures of Article 3 of the Arrangement to request restraint on the export of cotton, wool and man-made fiber textiles and textile products from the Republic of the Philippines to the United States. Each Government reserves its rights under the Arrangement with respect to textiles and textile products not subject to this agreement.

10. (A) In conformity with Article 12, paragraph (3) of the Arrangement, this agreement shall not apply to exports of handloom fabrics of the cottage industry of the Republic of the Philippines, or handmade cottage industry products made of such handloom fabrics in the Republic of the Philippines, or to folklore handicraft textile products traditional to the Republic of the Philippines including those specified in Annex C as "Philippine Items," provided that such products are properly certified under arrangements established between the two Governments pursuant to paragraphs 5 and 12 of this agreement and the above mentioned article of the Arrangement. "Philippine Items" are traditional Philippine products, cut, sewn, or otherwise fabricated by hand in cottage units of the cottage industry. Additional items may be subsequently added to this list by mutual agreement.

(B) This agreement shall not apply to hand plied or braided and hand tied macrame handicraft articles, not combined with woven or knit material, (except if such material is used for nonessential decorative and ornamental purposes only).

11. Exports of cotton, wool and man-made fiber textiles and textile products in individual shipments valued at less than 250 dollars sball not be charged to the limits of this agreement provided that such are properly certified.

12. The visa and certification system established by letters dated July 1 and July 7, 1976, between the Government of the United States of America and the Government of the Republic of the Philippines will remain in force subject to paragraph 5 of this agreement.

13. The two Governments will consult at a later date to establish a sub-limit within category 459 for felt boot liners. The Government of the Republic of the Philippines will provide a special certification on the visas for felt boot liners assuring that they are of Philippine origin.

14. During the first agreement year, each Government shall maintain records on imports or exports, as appropriate, of cotton suits, the component parts of which were charged to two or more of categories 333, 334, 335, 342, 347, and 348. If the Government of the United States of America requests consultation with the Government of the Republic of the Philippines prior to the end of the first agreement year with a view to creating a separate specific limit for cotton suits, the Government of the Republic of the Philippines agrees to consult promptly with the Government of the United States of America.

15. The Government of the United States of America and the

Government of the Republic of the Philippines agree to consult, upon the request of either Government, on any question arising in the implementation of this agreement.

16. Either Government may terminate this agreement, effective at the end of an agreement year, by written notice to the other Government, to be given at least 90 days prior to the end of such agreement year.

If the foregoing conforms with the understanding of the Government of the Republic of the Philippines, this note and your Excellency's note of confirmation on behalf of the Government of the Republic of the Philippines shall constitute an agreement between our two Governments.

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

For the Secretary of State:

RICHARD MURPHY

His Excellency
CARLOS P. ROMULO,
Minister of Foreign Affairs,
Manila.

ANNEX A

CATEGORY	DESCRIPTION	CONVERSION	UNIT OF
-- YARN			
-- -- COTTON			
300	CARDED	4.6	LB.
301	COMBED	4.6	LB.
-- -- WOOL			
400	TOPS AND YARN	2.0	LB.
-- -- MAN-MADE FIBER			
600	TEXTURED	3.5	LB.
601	CONT. CELLULOSIC	5.2	LB.
602	CONT. NONCELLULOSIC	11.6	LB.
603	SPUN CELLULOSIC	3.4	LB.
604	SPUN NONCELLULOSIC	4.1	LB.
605	OTHER YARNS	3.5	LB.
-- FABRIC			
-- -- COTTON			
310	GINGHAMS	1.0	SYD
311	VELVETEENS	1.0	SYD
312	CORDUROY	1.0	SYD
313	SHEETING	1.0	SYD
314	BROADCLOTH	1.0	SYD
315	PRINTCLOTHS	1.0	SYD
316	SHIRTINGS	1.0	SYD
317	TWILLS AND SATEENS	1.0	SYD
318	YARN-DYED	1.0	SYD
319	DUCK	1.0	SYD
320	OTHER FABRICS, N.K.	1.0	SYD
-- -- WOOL			
410	WOOLENS AND WORSTED	1.0	SYD
411	TAPESTRIES AND UPHOLSTERY	1.0	SYD

CATEGORY	DESCRIPTION	CONVERSION	UNIT OF
--	-- WOOL		
425	KNIT	2.0	LB.
429	OTHER FABRICS	1.0	SYD
--	-- MAN-MADE FIBER		
610	CONT. CELLULOSIC, N.K.	1.0	SYD
611	SPUN CELLULOSIC, N.K.	1.0	SYD
612	CONT. NONCELLULOSIC, N.K.	1.0	SYD
613	SPUN NONCELLULOSIC, N.K.	1.0	SYD
614	OTHER FABRICS, N.K.	1.0	SYD
625	KNIT	7.8	LB.
626	PILE AND TUFTED	1.0	SYD
627	SPECIALTY	7.8	LB.
--	APPAREL		
--	-- COTTON		
330	HANDKERCHIEFS	1.7	DZ.
331	GLOVES	3.5	DPR
332	HOSIERY	4.6	DPR
333	SUIT-TYPE COATS, M AND B	36.2	DZ.
334	OTHER COATS, M AND B	41.3	DZ.
335	COATS, W, G AND I	41.3	DZ.
336	DRESSES (INC. UNIFORMS)	45.3	DZ.
337	PLAYSUITS, SUNSUITS, WASHSUITS, CREEPERS	25.0	DZ.

CATEGORY	DESCRIPTION	CONVERSION	UNIT OF
338	KNIT SHIRTS, (INC. T-SHIRTS, OTHER AND SWEATSHIRTS) M AND B	7.2	DZ.
339	KNIT SHIRTS AND BLOUSES (INC. T-SHIRTS, OTHER AND SWEATSHIRTS) W, G AND I	7.2	DZ.
340	SHIRTS, N. K.	24.0	DZ.
341	BLOUSES, N. K.	14.5	DZ.
342	SKIRTS	17.8	DZ.
345	SWEATERS	36.8	DZ.
347	TROUSERS, SLACKS, AND SHORTS (OUTER) M AND B	17.8	DZ.
348	TROUSERS, SLACKS, AND SHORTS (OUTER) W, G AND I	17. 8	DZ.
349	BRASSIERES, ETC.	4.8	DZ.
350	DRESSING GOWNS, INC. BATHROBES, AND BEACH ROBES, LOUNGING GOWNS, HOUSE COATS, AND DUSTERS	51.0	DZ.
351	PAJAMAS AND OTHER NIGHTWEAR	52.0	DZ.
352	UNDERWEAR (INC. UNION SUITS)	11.0	DZ.
359	OTHER APPAREL	4.6	LB.

CATEGORY	DESCRIPTION	CONVERSION	UNIT OF
--	-- WOOL		
431	GLOVES	2.1	DPR
432	HOSIERY	2.8	DPR
433	SUIT-TYPE COATS, M AND B	3.0	NO.
434	OTHER COATS, M AND B	4.5	NO.
435	COATS, W, G AND I	4.5	NO.
436	DRESSES	4.1	NO.
438	KNIT SHIRTS AND BLOUSES	15.0	DZ.
440	SHIRTS AND BLOUSES, N.K.	24.0	DZ.
442	SKIRTS	1.5	NO.
443	SUITS, M AND B	4.5	NO.
444	SUITS, W, G AND I	4.5	NO.
445	SWEATERS, M AND B	14.88	DZ.
446	SWEATERS, W, G AND I	14.88	DZ.
447	TROUSERS, SLACKS, AND SHORTS (OUTER) M AND B	1.5	NO.
448	TROUSERS, SLACKS AND SHORTS (OUTER) W, G AND I	1.5	NO.
459	OTHER WOOL APPAREL	2.0	LB.
--	-- MAN-MADE FIBER		
630	HANDKERCHIEFS	1.7	DZ.
631	GLOVES	3.5	DPR
632	HOSIERY	4.6	DPR
633	SUIT-TYPE COATS, M AND B	36.2	DZ.
634	OTHER COATS, M AND B	41.3	DZ.
635	COATS, W, G, AND I	41.3	DZ

CATEGORY	DESCRIPTION	CONVERSION	UNIT OF
636	DRESSES	45.3	DZ.
637	PLAYSUITS, SUNSUITS, WASHSUITS, ETC.	21.3	DZ.
638	KNIT SHIRTS, (INC. T-SHIRTS, M AND B	18.0	DZ.
639	KNIT SHIRTS AND BLOUSES (INC. T-SHIRTS), W, G AND I	15.0	DZ.
640	SHIRTS, N.K.	24.0	DZ.
641	BLOUSES, N.K.	14.5	DZ.
642	SKIRTS	17.8	DZ.
643	SUITS, M AND B	4.5	NO.
644	SUITS, W, G AND I	4.5	NO.
645	SWEATERS, M AND B	36.8	DZ.
646	SWEATERS, W, G AND I	36.8	DZ.
647	TROUSERS, SLACKS, AND SHORTS (OUTER) M AND B	17.8	DZ.
648	TROUSERS, SLACKS AND SHORTS (OUTER), W, G AND I	17.8	DZ.
649	BRASSIERES, ETC.	4.8	DZ.
650	DRESSING GOWNS, INC. BATH AND BEACH ROBES	51.0	DZ.
651	PAJAMAS AND OTHER NIGHTWEAR	52.0	DZ.
652	UNDERWEAR	16.0	DZ.
659	OTHER APPAREL	7.8	LB.

CATEGORY	DESCRIPTION	CONVERSION	UNIT OF
--	MADE-UPS ANDMISC.		
-- --	COTTON		
360	PILLOWCASES	1.1	NO.
361	SHEETS	6.2	NO.
362	BEDSPREADS AND QUILTS	6.9	NO.
363	TERRY AND OTHER PILE TOWELS	0.5	NO.
369	OTHER COTTON MANUFACTURES	4.6	LB.
-- --	WOOL		
464	BLANKETS AND AUTO ROBES	1.3	LB.
465	FLOOR COVERING	0.1	SET
469	OTHER WOOL MANU-FACTURES	2.0	LB.
-- --	MAN-MADE FIBER		
665	FLOOR COVERINGS	0.1	SET
666	OTHER FURNISHINGS	7.8	LB.
669	OTHER MAN-MADE MANUFACTURES	7.8	LB.

ANNEX B

SPECIFIC LEVELS ARE AS FOLLOWS:

AGGREGATE: UNITS SYE: 1978 - 255,070,526, 1979 - 262,722,642; 1980 - 270,604,321; 1981 - 278,722,451; 1982 - 287,084,124.

YARN AND FABRIC OF COTTON AND MAN-MADE FIBER (300-320, 600-627):

GROUP: UNITS - SYE: 1978 - 24,552,000; 1979 - 24,552,000; 1980 - 24,552,000; 1981 - 24,552,000; 1982- 24,552,000.

604 NON-CELLULOSIC SPUN YARN: UNITS - LB: 1978 - 1,916,407; 1979 - 1,973,899; 1980 - 2,033,116; 1981 - 2,094,110; 1982 - 2,156,933.

OTHER CATEGORIES (EACH): UNITS - SYE: 1978 - 3,682,800; 1979 - 3,682,800; 1980 - 3,682,800; 1981 - 3,682,800; 1982 - 3,682,800.

MADE-UP AND MISCELLANEOUS GOODS OF COTTON AND MAN-MADE FIBER (360-369, 665-669):

369 OTHER MANUFACTURES: UNITS - LB; 1978 - 1,200,000; 1979 - 1,236,000; 1980 - 1,273,080; 1981 - 1,311,272; 1982 - 1,350,611.

OTHER CATEGORIES (EACH): UNITS - SYE; 1978 - 1,227,600; 1979 - 1,264,428; 1980 - 1,302,361; 1981 - 1,341,432; 1982 - 1,381,674.

WOOL TEXTILES (400-469):

443 MEN'S AND BOY'S SUITS: UNITS - NO; 1978 - 25,555; 1979 - 25,811; 1980 - 26,069; 1981 - 26,329; 1982 - 26,593.

445/446 SWEATERS: UNITS - DOZ; 1978 - 17,078; 1979 - 17,249; 1980 - 17,421; 1981 - 17,595; 1982 - 17,771.

459 OTHER APPAREL: UNITS - LB; 1978 - 113,850; 1979 - 114,988; 1980 - 116,138; 1981 - 117,300; 1982 - 118,473.

OTHER CATEGORIES (EACH): UNITS - SYE: 1978 - 113,850; 1979 - 114,988; 1980 - 116,138; 1981 - 117,300; 1982 - 118,473.

TRADITIONAL APPAREL (335-337, 341, 342, 348, 352, 359, 635-637, 641, 642, 646, 648, 652 and 659):

335 COATS: UNITS - DOZ.; 1978 - 29,724; 1979 - 30,616; 1980 - 31,534; 1981 - 32,480; 1982 - 33,455.

336 DRESSES: UNITS - DOZ.; 1978 - 315,440; 1979 - 324,903; 1980 - 334,650; 1981 - 344,690; 1982 - 355,030.

337 PLAYSUITS: UNITS - DOZ.; 1978 - 278,186; 1979 - 286,532; 1980 - 295,128; 1981 - 303,981; 1982 - 313,101.

341 WOVEN BLOUSES: UNITS - DOZ.; 1978 - 59,264; 1979 - 61,042; 1980 - 62,873; 1981 - 64,759; 1982 - 66,702.

342 SKIRTS: UNITS - DOZ.; 1978 - 48,277; 1979 - 49,725; 1980 - 51,217; 1981 - 52,754; 1982 - 54,336.

348 SLACKS: UNITS - DOZ.; 1978 - 172,563; 1979 - 177,740; 1980 - 183,072; 1981 - 188,564; 1982 - 194,221.

352 UNDERWEAR: UNITS - DOZ.; 1978 - 78,120; 1979 - 80,464; 1980 - 82,878; 1981 - 85,364; 1982 - 87,925.

359 OTHER APPAREL: UNITS - DOZ.; 1978 - 1,081,010; 1979 - 1,113,440; 1980 - 1,146,844; 1981 - 1,181,249; 1982 - 1,216,686.

635 COATS: UNITS - DOZ.; 1978 - 29,724; 1979 - 30,616; 1980 - 31,534; 1981 - 32,480; 1982 - 33,455.

636 DRESSES: UNITS - DOZ.; 1978 - 971,160; 1979 - 1,000,295; 1980 - 1,030,304; 1981 - 1,061,213; 1982 - 1,093,049.

637 PLAYSUITS: UNITS - DOZ.; 1978 - 583,084; 1979 - 600,577; 1980 - 618,594; 1981 - 637,152; 1982 - 656,266.

641 WOVEN BLOUSES: UNITS - DOZ.; 1978 - 59.264; 1979 - 61,042; 1980 - 62,872; 1981 - 64,759; 1982 - 66,702.

642 SKIRTS: UNITS - DOZ.: 1978 - 48,277; 1979 - 49,725; 1980 - 51,217; 1981 - 52,754; 1982 - 54,336.

646 SWEATERS: UNITS - DOZ.; 1978 - 200,079; 1979 - 206,081; 1980 - 212,264; 1981 - 218,632; 1982 - 225,191.

648 SLACKS: UNITS - DOZ.; 1978 - 160,131; 1979 - 164,935; 1980 - 169,883; 1981 - 174,979; 1982 - 180,229.

652 - UNDERWEAR: UNITS - DOZ.; 1978 - 53,708; 1979 - 55,319; 1980 - 56,979; 1981 - 58,688; 1982 - 60,449.

659 OTHER APPAREL: UNITS - DDOZ.; 1978 - 3,216,605; 1979 - 3,313,103; 1980 - 3,412,496; 1981 - 3,514,871; 1982 - 3,620,317.

NON-TRADITIONAL APPAREL OF COTTON AND MAN-MADE FIBER (330-359, 630-659):

330 HANDKERCHIEFS: UNITS - DOZ.; 1978 - 982,080; 1979 - 1,011,542; 1980 -1,041,889; 1981 - 1,073,145; 1982 - 1,105,340.

331 GLOVES: UNITS - DPR.; 1978 - 551,467; 1979 - 568,011; 1980 - 585,051; 1981 - 602,603; 1982 - 620,681.

332 HOSIERY: UNITS - DPR.: 1978 - 186,809; 1979 - 192,413; 1980 - 198,186; 1981 - 204,131; 1982 - 210,255.

333/334 MEN'S AND BOYS' COATS: UNITS - DOZ.; 1978 - 69,314; 1979 - 71,393; 1980 - 73,535; 1981 - 75,741; 1982 - 78,014.

333 MEN'S AND BOYS SUIT COATS: UNITS - DOZ.; 1978 - 27,000 1979 - 27,810; 1980 - 28,644; 1981 - 29,504; 1982 - 30,389.

335 WOMEN'S, GIRLS' AND INFANTS' COATS: UNITS - DOZ.; 1978 - 30,693; 1979 - 31,614; 1980 - 32,562; 1981 - 33,539; 1982 - 34,545.

336 DRESSES: UNITS - DOZ.; 1978 - 23,180; 1979 - 23,875; 1980 - 24,592; 1981 - 25,329; 1982 - 26,089.

337 PLAYSUITS: UNITS - DOZ: 1978 - 34,373; 1979 - 35,404;
1980 - 36,466; 1981 - 37,560; 1982 - 38,687.
338/339 KNIT SHIRTS AND BLOUSES: UNITS - DOZ.;
1978 - 676,076; 1979 - 696,358; 1980 - 717,249; 1981 -
738,766; 1982 -760,929.
340 WOVEN SHIRTS: UNITS - DOZ.; 1978 - 207,835; 1979 -
214,070; 1980 - 220,492; 1981 - 227, 107;
1982 - 233,920.
341 WOVEN BLOUSES: UNITS - DOZ.; 1978 - 76,057; 1979 - 78,339;
1980 - 80,689; 1981 - 83,110; 1982 - 85,603.
342 SKIRTS: UNITS - DOZ.; 1978 - 48,277; 1979 - 49,725;
1980 - 51,217; 1981 - 52,754; 1982 - 54,336.
345 SWEATERS: UNITS - DOZ.: 1978 - 27,347; 1979 - 28,167;
1980 - 29,012; 1981 - 29,883; 1982 - 30,779.
347 MEN'S AND BOYS' TROUSERS: UNITS - DOZ.; 1978 -
216,331; 1979 - 222,821; 1980 - 229,506; 1981 -
236,391; 1982 - 243,482.
348 WOMEN'S, GIRLS' AND INFANTS' SLACKS: UNITS - DOZ.:
1978 - 208,197, 1979 - 214,443; 1980 - 220,876;
1981 - 227,502; 1982 - 234,328.
349 BRASSIERES: UNITS - DOZ.; 1978 - 472,393; 1979 -
486,565; 1980 - 501,162; 1981 - 516, 197; 1982 -
531,682.
350 DRESSING GOWNS: UNITS - DOZ.; 1978 - 16,849;
1979 - 17,354; 1980 - 17,875; 1981 - 18,411;
1982 - 18,964.
351 NIGHTWEAR: UNITS - DOZ.; 1978 - 61,380; 1979 -
63,221; 1980 - 65,118; 1981 - 67,072; 1982 - 69,084.
352 UNDERWEAR: UNITS - DOZ.; 1978 - 78,120; 1979 -
80,464; 1980 - 82,878; 1981 - 85,364;
1982 - 87,925.
359 OTHER APPAREL: UNITS - LB.: 1978 - 1,012,214;

1979 - 1,042,580; 1980 - 1,073,858; 1981 - 1,106,074;
1982 - 1,139,256.

630 HANDKERCHIEFS: UNITS - DOZ.; 1978 - 505,483;
1979 - 520,647; 1980 - 536,267; 1981 - 552,355;
1982 - 568,926.

631 GLOVES: UNITS - DPR.: 1978 - 1,425,156; 1979 -
1,467,911; 1980 - 1,511, 948; 1981 - 1,557,306; 1982 -
1,604,025.

632 HOSIERY: UNITS - DPR.; 1978 - 186,809; 1979 - 192,413;
1980 - 198,186; 1981 - 204,131; 1982 - 210,255.

633 - MEN'S AND BOYS' SUIT COATS: UNIT - DOZ.; 1978 -
15,639; 1979 - 16,108; 1980 - 16,591; 1981 - 17,089;
1982 - 17,602.

634 MENS AND BOYS' OTHER COATS: UNITS - DOZ.; 1978 -
167,652; 1979 - 172,682; 1980 - 177,862; 1981 -
183,198; 1982 - 188,694.

635 WOMEN'S, GIRLS' AND INFANTS' COATS: UNITS -
DOZ; 1978 - 185,144; 1979 - 190,698; 1980 - 196,419;
1981 - 202,312; 1982 - 208,381.

636 DRESSES: Unit - DOZ.; 1978 - 37,939; 1979 -
39,077; 1980 - 40,249; 1981 - 41,457; 1982 - 42,701.

637 PLAYSUITS; UNIT - DOZ.; 1978 - 40,344, 1979 - 41,554;
1980 - 42,801; 1981 - 44,085; 1982 - 45,408.

638/639 KNIT SHIRTS AND BLOUSES: UNITS - DOZ.; 1978 -
765,350; 1979 - 788,310; 1980 - 811,960; 1981 - 836,319;
1982 - 861,408.

640 WOVEN SHIRTS: UNITS - DOZ.; 1978 - 87,712;
1979 - 90,343; 1980 - 93,054; 1981 - 95,845; 1982 - 98,721.

641 WOVEN BLOUSES: UNITS - DOZ.; 1978 - 153,967; 1979 -
158,586; 1980 - 163,344; 1981 - 168,244; 1982 - 173,291.

642 - SKIRTS: UNITS - DOZ.; 1978 - 48,277; 1979 - 49,725;
1980 - 51,217; 1981 - 52,754; 1982 - 54,336.

643 MEN'S AND BOYS' SUITS: UNITS - NO.; 1978 - 479,698; 1979 - 494,089; 1980 - 508,912; 1981 - 524,179; 1982 - 539,904.

643 WOVEN SUITS. UNITS - NO.; 1978 - 300,000; 1979 - 309,000; 1980 - 318,270; 1981 - 327,818; 1982 - 337,653.

644 WOMEN'S, GIRLS' AND INFANTS' SUITS. UNITS - NO.; 1978 - 190,961; 1979 - 196,690; 1980 - 202,591; 1981 - 208,668; 1982 - 214,928.

645/646 SWEATERS. UNITS - DOZ.; 1978 - 84,140; 1979 - 86,664; 1980 - 89,264; 1981 - 91,942; 1982 - 94,700.

647 MEN'S, BOYS' TROUSERS. UNITS - DOZ.; 1978 - 73,657; 1979 - 75,867; 1980 - 78,143; 1981 - 80,487; 1982 - 82,902.

648 WOMEN'S, GIRLS' AND INFANTS' SLACKS. UNITS - DOZ.: 1978 - 48,277; 1979 - 49,725; 1980 - 51,217; 1981 - 52,754; 1982 - 54,336.

649 BRASSIERES. UNITS - DOZ.; 1978 - 3,400,404; 1979 - 3,502,416; 1980 - 3,607,489; 1981 - 3,715,713; 1982 - 3,827,185.

650 DRESSING GOWNS, UNITS - DOZ.; 1978 - 16,849; 1979 - 17,354; 1980 - 17,875; 1981 - 18,411; 1982 - 18,964.

651 NIGHTWEAR. UNITS - DOZ.; 1978 - 85,932; 1979 - 88,510; 1980 - 91,165; 1981 - 93,900; 1982 - 96,717.

652 UNDERWEAR. UNITS - DOZ.; 1978 - 475,000; 1979 - 489,250; 1980 - 503,928; 1981 - 519,045; 1982 - 534,617.

659 OTHER APPAREL. UNITS -LB.; 1978 - 1,200,000; 1979 - 1,236,000; 1980 - 1,273,080; 1981 - 1,311,272; 1982 - 1,350,610.

ANNEX C

PHILIPPINE ITEMS
PHILIPPINE TRADITIONAL FOLKLORE HANDICRAFT TEXTILE PRODUCTS

PHILIPPINE ITEMS ARE TRADITIONAL PHILIPPINE PRODUCTS, CUT, SEWN, OR OTHERWISE FABRICATFD BY HAND IN COTTAGE UNITS OF THE COTTAGE INDUSTRY. THE FOLLOWING IS THE AGREED UPON LIST OF SUCH ITEMS:

BATIK AND HABLON FABRICS - HAND WOVEN FABRICS OF THE COTTAGE INDUSTRY.

BANAUE CLOTH - COTTON HANDLOOM FABRIC IN MULTI-COLORS.

OTHER HAND WOVEN AND HANDLOOM FABRICS OF THE COTTAGE INDUSTRY.

ARTICLES AND GARMENTS MADE BY HAND FROM HAND WOVEN AND HANDLOOMED FABRICS.

HAND CROCHETED GARMENTS, SHAWLS, HATS, AND ACCESSORIES, INCLUDING THE "CATSA GROUP" TYPE GARMENTS (HEAVILY HAND CROCHET WORK IN COMBINATION WITH COARSE GREIGE OR DYED COTTON FABRIC OR BATIK FABRIC).

The Philippine Minister of Foreign Affairs to the American Ambassador

REPUBLIKA NG PILIPINAS
KAGAWARAN NG SULIRANING PANLABAS
MAYNILA [1]

Manila, 24 August 1978

19938 Excellency,

I have the honor to refer to your Note No. 494 of 22 August 1978 proposing an agreement concerning trade in cotton, wool and man-made fiber textiles and textile products between the Republic of the Philippines and the United States of America to replace the previous agreement concluded between our two Governments on 15 October 1975 and expiring on 31 December 1978.

On behalf of my Government, I have the honor to inform your Excellency that I accept your proposal and agree that your Excellency's Note and this Note in reply will constitute an agreement between our two Governments.

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

[2]
Minister of Foreign Affairs

His Excellency

Richard Murphy

Ambassador of the United States of America

M a n i l a

[1] In translation reads: "Republic of Philippines
Department of Foreign Affairs
Manila"

[2] Carlos P. Romulo.

PHILIPPINES

Military Bases in the Philippines

Agreement amending the agreement of March 14, 1947, as amended.
Effected by exchange of notes
Signed at Manila January 7, 1979;
Entered into force January 7, 1979.
With related notes and letters
Signed at Washington and Manila January 4, 6 and 7, 1979.

The American Ambassador to the Philippine Minister for Foreign Affairs

No. 7 MANILA, *January 7, 1979*

EXCELLENCY:

On December 7, 1975, at the conclusion of U.S. President Gerald R. Ford's state visit to the Philippines, a Joint Communique was issued by Philippine President Ferdinand E. Marcos and U.S. President Gerald R. Ford. The Joint Communique stated, inter alia, as follows:

> "They agreed that negotiations on the subject of United States use of Philippine military bases should be conducted in the clear recognition of Philippine sovereignty. The two Presidents agreed that there should be an early review of the steps necessary to conclude the negotiations through the two panels already organized for that purpose."

Also, on May 4, 1978, at the conclusion of U.S. Vice President Walter F. Mondale's official visit to the Philippines, a Joint Statement was issued by Philippine President Ferdinand E. Marcos and U.S. Vice President Walter F. Mondale, in which it was agreed that representatives of their governments would negotiate amendments to the Military Bases Agreement reflecting certain principles.

Copies of the Joint Communique of December 7, 1975 and of the Joint Statement of May 4, 1978 are appended hereto for reference.

Representatives of our governments have since met and agreed on modification to the Philippine-United States Military Bases Agree-

ment of 1947,[1] as previously amended. Our representatives have agreed that:

1. The bases subject of the Agreement are Philippine military bases over which Philippine sovereignty extends;
2. Each base shall be under the command of a Philippine base commander; and
3. The United States shall have the use of certain facilities and areas within the bases and shall have effective command and control over such facilities and over United States personnel, employees, equipment and material. Consistent with its rights and obligations under the 1947 Agreement, as amended, the United States shall be assured unhampered military operations involving its forces in the Philippines.

In implementation of the above, the two governments have agreed on the attached implementing arrangements with annexes and accompanying maps.

They have further agreed that:

1. Only the Philippine flag shall be flown singly at the Bases. The United States flag, together with the Philippine flag which shall at all times occupy the place of honor, may be displayed within buildings and other indoor sites at the United States facilities, and in front of the headquarters of the United States Commanders and, upon coordination with the Philippine Base Commanders, for appropriate outdoor ceremonies such as military honors and parades on the facilities.
2. Development of base lands subsequent to this Agreement, for other than military purposes, shall be accomplished in such a manner as to ensure that Philippine and United States military operations will remain unhampered and effective security of the bases will be maintained. The parties shall see to it that any such development will not limit the use of the facilities or in any way obstruct military operations, the safety of flight, navigation or the efficiency of communication or transportation.
3. The provisions of the military bases agreement of 1947, as previously amended, regarding grant and definition of bases, as set forth in Article I, Article XXVI and Annexes A and B of such agreement are hereby superseded.
4. In every fifth anniversary year from the date of this modification and until the termination of the Military Bases Agreement there shall be begun and completed a complete and thorough review and reassessment of the agreement including its objectives, its provisions, its duration, and the manner of implementation to assure that the agreement continues to serve the mutual interest of both parties.

[1] TIAS 1775; 61 Stat. 4019.

The two parties take note of the economic and social conditions in the areas surrounding the bases and express their joint interest in developing programs designed to upgrade them.

The two parties also take note of the decision by the Government of the Philippines to assume responsibility for perimeter security at the bases. This should significantly decrease contacts between Filipino civilians and American servicemen on official duty involving security. The parties also note the decision of the United States to retain accused personnel in the Philippines for a reasonable time, and to prevent their inadvertent departure, in order to provide opportunities for adequate discussions between the two governments relating to the jurisdictional question in official duty cases.

If the foregoing is acceptable to the Government of the Philippines, I have the honor to propose that this Note and Your Note in reply confirming acceptance constitute an agreement between our governments.

Accept Excellency the renewed assurances of my highest consideration.

RICHARD W. MURPHY

His Excellency
CARLOS P. ROMULO,
Minister for Foreign Affairs,
Manila.

JOINT COMMUNIQUE OF PRESIDENT MARCOS AND PRESIDENT FORD

December 7, 1975

During the visit of President and Mrs. Gerald R. Ford at the invitation of President and Mrs. Ferdinand E. Marcos, the two Presidents welcomed the opportunity to renew the bonds of friendship between their two nations and to review the status of their alliance in the light of changing circumstances in the Pacific region.

They affirmed that sovereign equality, territorial integrity and political independence of all states are fundamental principles which both countries scrupulously respect.

They confirmed the mutual respect for the dignity of each nation which characterizes their friendship as well as the alliance between their two countries.

The two Presidents discussed the measures which they agreed were desirable to enhance their relations, and to adjust them to current conditions and needs.

In the field of economic and commercial relations, they agreed that it was timely to conclude negotiations on a new agreement on trade, investment and related matters as a means to enhance economic cooperation between the two countries. This agreement would modernize the terms for conducting economic and commercial relations, taking account of the end of the Laurel-Langley agreement [1] and giving due consideration to the requirements for the development of the Philippine economy. The Philippines stressed their desire regarding United States tariff treatment for such significant Philippine products as mahogany and coconut oil.

In the field of security cooperation, they declared that the alliance between the United States and the Philippines is not directed against any country, but is intended to preserve the independence and promote the welfare of their two peoples, while at the same time contributing to peace and progress to all. They considered that the treaty of August 30, 1951 [2] enhanced the defense of both countries, strengthened the security of the Pacific region, and contributed to the maintenance of world peace. They agreed that the military bases used by the U.S. in the Philippines remain important in maintaining an effective United States presence in the Western Pacific in support of these mutual objectives.

They agreed that negotiations on the subject of United States use of Philippine military bases should be conducted in the clear recogni-

[1] TIAS 3348; 6 UST 2981.
[2] TIAS 2529; 3 UST 3947.

tion of Philippine sovereignty. The two Presidents agreed that there should be an early review of the steps necessary to conclude the negotiations through the two panels already organized for that purpose.

President Marcos explained his efforts to attain military self-reliance and his policy not to allow the introduction of foreign ground troops into the Philippines for its defense except as a last resort. President Ford expressed support for these realistic policies and to this end indicated that the United States intended to continue to provide assistance to the Philippines within the framework of available resources.

The two Presidents reaffirmed their commitment to continue close association on all matters of mutual concern. They concluded that the ties between the Philippines and the U.S. remain strong and mutually beneficial.

President Ford thanked President Marcos for the magnificent hospitality extended to him and Mrs. Ford. President Marcos accepted President Ford's invitation to make a return visit to the United States at a mutually convenient time.

JOINT STATEMENT OF PRESIDENT MARCOS AND VICE PRESIDENT MONDALE

May 4, 1978

President Marcos and Vice President Mondale discussed matters pertaining to the military bases in the Philippines. In this regard, they agreed that United States continued use of the Philippine bases contributes to the mutual benefit of both countries. They agreed on the need to conclude negotiations on amendments to the Military Bases Agreement that would allow United States continued use of Philippine military bases on terms fully consistent with Philippine sovereignty.

In this regard, they agreed that representatives of their Governments will negotiate amendments to the Military Bases Agreement reflecting, among others, the following principles:

1. The United States reaffirms that Philippine sovereignty extends over the bases.
2. Each base shall be under the command of a Philippine Base Commander.
3. The United States shall be assured effective command and control over United States personnel, employees, equipment, material, the facilities authorized for their use within the military bases, and unhampered military operations involving their own forces as provided for in this Agreement.
4. In every fifth anniversary year from the date of the amendments and until the termination of the Agreement, there shall be begun and completed a complete and thorough review and reassessment of the agreement, including its objectives, its provisions, its duration, and the manner of implementation to ensure that the Agreement continues to serve the mutual interest of both parties.

In order to expedite the conclusion of such amendments, the two sides will designate representatives to develop means of giving concrete manifestations to these principles.

Arrangements Regarding Delineation of United States Facilities at Clark Air Base and Subic Naval Base; Powers and Responsibilities of the Philippine Base Commanders and Related Powers and Responsibilities of the United States Facility Commanders; and the Tabones Training Complex

The Governments of the Republic of the Philippines and the United States of America have, with respect to the above-mentioned issues relative to the Philippines-United States Military Bases Agreement of 1947, as previously amended, this date agreed to the following:

I. The boundaries of the Philippine military bases known as Clark Air Base and Subic Naval Base and their extensions, as well as the boundaries of the United States Facilities therein, their extensions and depicted areas, and the special arrangements for the use thereof by Philippine and United States forces are contained in Annexes I and II hereto. The boundary lines represented on the maps and charts attached to the annexes are symbolic, and joint surveys to be conducted by representatives of the Philippine-United States Mutual Defense Board, are required to delineate precise boundaries.

II. The powers and responsibilities of Philippine Base Commanders (hereinafter referred to as Base Commanders) and the related powers and responsibilities of United States Facility Commanders (hereinafter referred to as United States Commanders), in addition to those contained in Annexes I and II hereto, are set forth in Annex III hereto. In the performance of their duties, the Base Commanders and the United States Commanders shall be guided by full respect for Philippine sovereignty on the one hand and the assurance of unhampered United States military operations on the other.

III. The Philippines and the United States, with respect to the United States Facilities, shall have the rights granted to each in relation to what heretofore were known as "United States bases" under the provisions of the Military Bases Agreement of 1947, as previously amended (other than Article I, Article XXVI and Annexes A and B thereof) and as modified this date.

IV. The boundaries of the Tabones Training Complex and the special operating arrangements for its use by Philippine and United States forces, pursuant to the exchange of Notes of December 22, 1965 [1] between the Governments of the Republic of the Philippines and the United States of America, are contained in Annex IV.

V. The Philippine Government assures that United States forces access to, egress from, and movement between United States Fa-

[1] TIAS 5924; 16 UST 1919.

cilities, depicted areas, other areas of the Philippine military bases which are made available for use by United States forces in this Agreement and related agreements, and the Tabones Training Complex shall be unimpeded.

ANNEX I

Clark Air Base

A. General

The boundaries of the Philippine military base known as Clark Air Base and the United States Facility therein consisting of Clark Air Base Proper, the United States Air Force Transmitter site at O'Donnell and the United States Navy Transmitter site at Capas are portrayed on the map attached at Tab one.[1] The State Department Regional Radio Relay Facilities located at Clark Air Base Proper and at O'Donnell, as reflected in green on the map attached at Tab one, will be addressed as appropriate through separate Government-to-Government action.

B. Delineation of the United States Facility and its extension:

1. Clark Proper Land Delimitation.

a. The map attached at Tab two portrays the United States Facility boundary in that portion of the base commonly referred to as Clark Air Base Proper.

b. The map also reflects the following agreed construction constraints/access rights applicable to the base land area on the east side of Clark Air Base Proper:

(1) Existing utilities/service lines and microwave sighting lines to remain clear and unimpeded.

(2) No building zone.

(3) Restrictions pertaining to occupied buildings and to structures taller than 50 feet or 80 feet.

(4) Overhead power line restrictions.

(5) Assured United States access to/from MacArthur Highway via the Mitchell Highway.

2. Wallace Air Station

a. Wallace Air Station shall be an extension of Clark Air Base and shall be under the command of the Base Commander of Clark Air Base.

b. The United States Facility within Wallace Air Station shall be an extension of the United States Facility at Clark Air Base and shall be under the command of the United States Commander of the United States Facility at Clark Air Base.

[1] For maps 1 through 5, see pocket at the back of this part.

c. The map attached at Tab three portrays the boundaries of the base extension and of the United States Facility therein.

d. Both Philippine and United States units shall be based within the United States Facility at Wallace Air Station. Philippine structures and equipment at Wallace shall be under the control of the Base Commander of Clark Air Base. The Philippine Government missions and personnel based at Wallace will be controlled by their designated organizations. United States operations, personnel, structures and equipment at Wallace will be under the command and control of the United States Commander of the United States Facility at Clark Air Base. There shall be joint utilization of the Wallace radar as agreed to by the Base Commander and the United States Commander. The existing United States structures and equipment at Wallace, which are jointly operated with the Philippine Air Force, shall be maintained and, as appropriate, improved by the United States Commander.

e. In case of a Philippine national emergency and loss of the Primary Philippine Air Defense Control Center (ADCC), the Philippine Air Force, in accordance with mutually agreed procedures, may assume control of the ADCC function at Wallace.

f. The Base Commander shall be responsible for providing perimeter security of the air station. The United States Commander shall be responsible for security of the facility extension.

g. The Voice of America Installation (reflected in green on the map attached at Tab three) will be addressed as appropriate through separate Government-to-Government action.

C. Special Operating Arrangements.

1. Crow Valley Weapons Range

The Base Commander shall administer the Crow Valley Weapons Range which is reserved for joint use of Philippine and United States forces. The United States activities within the range shall be limited to those appropriate to the operation, maintenance, improvement and security of the range. The United States Commander shall operate, maintain, improve and secure the Crow Valley Weapons Range and associated United States equipment/installations within and without the range, reflected on the map attached at Tab four, including but not limited to the target areas, runway, fixed operating locations and mobile site locations, and provide weather and explosive ordnance disposal services. The scheduling of the range shall be be the responsibility of the United States Commander. In this connection, the United States Commander shall coordinate closely with the Base Commander to insure, to the maximum extent possible, that the training requirements of Philippine and United States forces are satisfied. The utilization of the range shall be reported monthly to the Base Commander.

2. John Hay Air Station

a. John Hay Air Station shall be an extension of Clark Air Base and shall be under the command of the Base Commander of Clark Air Base. The map attached at Tab five portrays the boundaries of the base extension.

b. A portion of John Hay Air Station, as depicted on the map attached at Tab five, shall be reserved for the use of United States forces primarily as a rest and recreation center and shall be under the command and control of the United States Commander of the United States Facility at Clark Air Base, who shall be responsible for the security of the Depicted Area.

c. Armed Forces of the Philippines personnel, in addition to United States personnel, may use United States recreational, lodging and dining activities within the Depicted Area. Other personnel, as appropriate, may use United States recreational and dining activities therein. Such uses will be in accordance with procedures to be agreed upon by the Base Commander and United States Commander.

d. The United States Commander of the United States Facility at Clark Air Base is also assured the right to use, control, maintain, and improve as appropriate the existing hydroelectric power production and transmission equipment located outside the Depicted Area but within John Hay Air Station. Any major improvement thereof, however, shall be subject to agreement of the Base Commander and United States Commander.

e. The Philippines and the United States are authorized, with respect to the Depicted Area, to exercise the rights granted to each in relation to what were heretofore known as "United States bases" under the provisions of the Military Bases Agreement of 1947, as previously amended (other than Article I, Article XXVI and Annexes A and B thereof) and as modified this date.

f. The Voice of America installation, as reflected in green on the map attached at Tab five, will be addressed, as appropriate, through separate Government-to-Government action.

ANNEX II

Subic Naval Base

A. General

The boundaries of the Philippine Military Base known as Subic Naval Base and the United States Facility therein are portrayed on the map attached at Tab one.[1]

B. Delineation of United States Facility and Its Extension

1. Industrial Area

a. The boundary of a portion of the United States Facility commonly referred to as the Industrial Area is shown in greater detail on the map attached at Tab two.

b. United States forces shall be authorized to use jointly with Philippine forces the existing buildings in the vicinity of the Main Gate, such as the Armed Forces Police Headquarters, the Pass Office, and the Main Gate Guard House, in accordance with procedures to be mutually agreed upon between the Base Commander and the United States Commander.

c. United States recreational areas/structures, Zumwalt Housing, and the MARS building, which are located outside of the United States Facility, will be relocated within the United States Facility. They will remain available for use by United States forces at their present location until so relocated. Relocation will be accomplished as the land sites are required for improvement by the Base Commander and in accordance with a phased schedule to be agreed upon by the Base Commander and the United States Commander.

d. Arrangements for the continued operation of transportation and banking services for Philippine and United States personnel in the Main Gate area shall be worked out by the Base Commander and the United States Commander.

2. Kalayaan Housing Area.

The map attached at Tab three portrays in greater detail the boundary of that portion of the United States Facility commonly referred to as the Kalayaan Housing Area.

3. San Miguel Naval Communication Station.

a. San Miguel Naval Communications Station shall be an extension of Subic Naval Base and shall be under the command of the Base Commander. The United States Facility within the station shall be under the command of the United States Commander of the United

[1] For maps 1 through 7, see pocket at the back of this part.

States Facility at Subic Naval Base. The map attached at Tab four portrays the boundaries of the station and of United States Facility therein.

b. Activities within the station, including construction, shall be limited to those which do not interfere with United States communications.

C. Special Operating Arrangements.

1. Subic Bay Waters

a. The Base Commander shall administer and control Subic Bay waters.

b. The Philippine Government assures unimpeded access to, egress from, movement within, and operational use of the waters of Subic Bay by United States Government vessels and vessels chartered or engaged wholly or partially by or on behalf of the United States. The Philippine Government also assures United States use of those anchorages depicted on the chart attached at Tab five, which are reserved for military use. The Base Commander and United States Commander shall develop and promulgate agreed policies and procedures to carry out these assurances and to provide for appropriate use of the Depicted Reserved Waters (as identified in paragraph c below) by vessels of the Philippine Navy.

c. A portion of Subic Bay waters as depicted on the chart attached at Tab five shall be reserved for United States forces' use, for appropriate use by vessels of the Philippine Navy, and for such other uses as may be agreed upon by the Base Commander and the United States Commander. Within the Depicted Reserved Waters, the United States Commander is authorized to control movement and operation of ships and waterborne craft, to assign priorities of anchorages, berths and moorings, and to perform such other activities as may be appropriate for efficient and safe navigation and unhampered operation of United States forces.

d. The Base Commander shall be responsible for the security of the Subic Bay waters outside of the Depicted Reserved Waters. The United States Commander shall be responsible for the security of the Depicted Reserved Waters. Participation by Armed Forces of the Philippines personnel in the security activities of United States forces and by United States forces' personnel in the security activities of the Armed Forces of the Philippines shall be provided for in that portion of the agreed security plan relating to Subic Bay waters.

e. The United States Commander is authorized to maintain the channels within Subic Bay and to operate, maintain and improve United States navigational aids within Subic Naval Base. The channels outside the Depicted Reserved Waters are delineated on the chart attached at Tab five.

f. The Base Commander shall exercise port control except in the Depicted Reserved Waters, the port control of which shall be

exercised by the United States Commander. The Base Commander and the United States Commander shall closely coordinate and the port control office shall be jointly manned in order to ensure that relevant policies and procedures are implemented effectively at the working level.

2. Grande Island

The Base Commander shall administer Grande Island (including Chiquita Island) which is reserved for military use. The United States Commander is authorized to operate, maintain, improve and secure United States existing operational and recreational equipment, structures and improvements and sales outlets, pursuant to Article XVIII of the Military Bases Agreement, on the island. Activities within Grande Island, including construction, shall be limited to those which do not interfere with United States operational and recreational activities on the island. In addition to United States personnel, Armed Forces of the Philippines personnel posted in Subic Bay and such other personnel of the Armed Forces of the Philippines as may be agreed upon by the Base Commander and the United States Commander may use United States recreational activities on Grande Island. Such use by Armed Forces of the Philippines personnel will be in accordance with procedures to be agreed upon by the Base Commander and the United States Commander. The agreed security plan shall provide for joint security on the island.

3. Subic Watershed

a. The Base Commander shall administer the Subic Watershed as depicted on the map attached at Tab six. The Depicted Watershed Area shall be reserved for the water needs of the base and for such other uses as may be agreed by the Base Commander and United States Commander and its forest resources shall be protected and preserved in conformity with the provisions set forth below.

b. The Base Commander and United States Commander shall agree upon a Joint Forest Resources Management Program for the Depicted Watershed Area. The program shall include, inter alia, provisions for preservation and protection of existing forest resources. The United States Commander is authorized to carry out the agreed Joint Forest Resources Management Program.

c. The Base Commander shall be responsible for security external to the Depicted Watershed Area. The United States Commander shall be responsible for the internal security of the Depicted Watershed Area. The security activities of Philippine and United States forces in fulfillment of these respective responsibilities shall be carried out in accordance with the agreed security plan for the Subic Naval Base which shall provide for participation by personnel of the Armed Forces of the Philippines in the security activities of United States forces within the Depicted Watershed Area.

d. United States and Philippine forces are authorized to conduct troop training within the Depicted Watershed Area. United States forces are also authorized to conduct troop training within the Jad-Jad Watershed Area. Troop training within the Depicted Watershed Area and the Jad-Jad Watershed Area shall be conducted in a manner that will not harm the watersheds and their forest resources nor interfere with the conduct of the Joint Forest Resources Management Program.

e. The scheduling of troop training within the Depicted Watershed Area shall be the authorized function of the United States Commander. In this connection, the United States Commander shall coordinate closely with the Base Commander to insure, to the maximum extent possible, that the training requirements of Philippine and United States forces are satisfied. The actual utilization of the Depicted Area for troop training shall be reported monthly to the Base Commander by United States Commander. The scheduling of troop training within the Jad-Jad Watershed Area shall be the function of the Base Commander who shall coordinate closely with the United States Commander to insure, to the maximum extent possible, that the training requirements of Philippine and United States forces are satisfied.

f. Activities within the Depicted Watershed Area shall be limited to those appropriate to the maintenance, improvement, protection and security of the watershed and its forest resources and the conduct of troop training therein.

4. Zambales Amphibious Training Area

a. The Base Commander shall administer the Zambales Amphibious Training Area, as portrayed on the map attached at Tab seven, which is reserved for military training use of Philippine and United States forces.

b. The Base Commander shall ensure the continuous availability of the Amphibious Training Area for the use of Philippine and United States forces. The scheduling of the Training Area shall be the responsibility of the United States Commander. In this connection, the United States Commander shall coordinate closely with the Base Commander to insure, to the maximum extent possible, that the training requirements of Philippine and United States forces are satisfied. The actual utilization of the Training Area shall be reported monthly to the Base Commander by the United States Commander.

c. The Base Commander shall be responsible for the overall security of the Training Area. The agreed security plan shall provide for joint security of the Training Area when Philippine and United States forces are conducting joint training or when United States Forces alone are using it.

d. The Base Commander and the United States Commander shall develop and promulgate agreed rules and procedures with respect to the utilization, safety, maintenance. and improvement of the Training Area.

e. Activities within the Training Area shall be limited to those appropriate to the utilization, safety, maintenance, improvement and security of the Training Area and to the conduct of military training therein.

ANNEX III

Powers and Responsibilities of the Base Commanders and the Related Powers and Responsibilities of the United States Commanders

1. The bases covered by this Agreement are Philippine military bases and shall be under the command of Philippine Base Commanders.

2. The United States Commanders shall exercise command and control over the United States Facility, over United States military personnel, over civilian personnel in the employ of the United States forces, over United States equipment and material, and over military operations involving United States forces.

3. In the performance of their duties, the Base Commanders and United States Commanders shall be guided by full respect for Philippine sovereignty on the one hand and the assurance of unhampered United States military operations on the other. They shall maintain close contact and coordination to ensure that the activities of the Philippine and the United States forces within the bases are conducted in a manner consistent with the provisions of this Agreement. They shall promote cooperation, understanding and harmonious relations within the base and with the general public in the proximate vicinity thereof.

4. The Base Commanders shall formulate and issue plans, policies and implementing directives concerning security, administration, maintenance of order and related matters applicable throughout the base. However, on matters affecting the United States Facility, United States military personnel, civilian personnel in the employ of United States forces, dependents of those personnel, operations of United States forces, or United States equipment or material, such plans, policies and implementing directives shall be agreed upon with the United States Commanders. The United States Commanders shall likewise issue such plans, policies and implementing directives to United States forces, to civilian personnel in the employ of United States forces, and to dependents of those personnel.

5. The Base Commanders and the United States Commanders shall create such instrumentalities as may be necessary to assist them in the formulation and coordination of such agreed plans, policies and implementing directives mentioned in paragraph 4 above.

6. The Base Commanders shall be responsible for the overall security of the base; however, the United States Commanders shall be responsible for the security of the United States Facility and certain depicted

areas as provided for in this Agreement. The Base Commanders shall be responsible for control of base gates in accordance with mutually agreed rules and procedures. The United States Commanders shall participate in the security activities at the base gates and may provide security personnel to assist in the conduct of such security activities in accordance with mutually agreed rules and procedures. The United States Commanders may participate in security activities within the base but outside the United States Facility and off the base in accordance with mutually agreed procedures. The Base Commanders and United States Commanders shall contribute security forces to carry out the agreed security plan.

7. Except as otherwise provided, to the extent that a matter or issue concerns dealings by or with Philippine authorities relating to the responsibility of the Philippines with respect to the administration, security, operations and control of the base, the Base Commanders or their duly designated representative shall be the initial point of contact. The United States Commanders or their duly designated representative shall be the initial point of contact on matters or issues relating to United States forces, United States military personnel, civilian personnel in the employ of United States forces, or dependents of those personnel, and on matters or issues relating to the United States Facility or United States equipment or material.

8. The Base Commander of Clark Air Base shall station a Liaison Officer at Clark Radar Approach Control and shall designate a representative who shall have free access to the Clark Air Base Control Tower. The Base Commanders of Clark Air Base and Subic Naval Base shall each station a representative at the respective Base Operations Offices of the United States Facility at Clark Air Base and Subic Naval Base.

9. The Base Commanders shall coordinate the activities of officials of the Philippine civil agencies performing functions at the base or at the United States Facility. Appropriate administrative arrangements for these officials at the United States Facility shall be agreed upon between the Base Commanders and United States Commanders.

10. The Base Commander and United States Commander shall undertake engineering consultations on any major construction or major alteration which results in substantial changes to existing construction within the bases and shall see to it that such construction or alteration will not hamper the operations of Philippine or United States forces.

11. An inventory listing of buildings and other permanent constructions within the United States Facility will be provided by the United States Commanders to the Base Commanders. This inventory listing will be jointly reviewed on an annual basis to ensure its accuracy.

12. The Base Commanders and the United States Commanders shall cooperate in the prevention and control of drug abuse and trafficking in dangerous drugs and other contraband within the base.

ANNEX IV

Tabones Training Complex

1. The Tabones Training Complex shall continue to be made available to United States forces on a combined use basis pursuant to the agreement effected by exchange of notes of December 22, 1965 and existing operating procedures established through the Mutual Defense Board.

2. The Tabones Training Complex, also referred to as the Nazasa Bay-Tabones Island impact area plus the Southwest Zambales-Troop Training Area, as depicted on the map [1] attached at the Tab, is not part of the Subic Naval Base but is reserved for military training of Philippine and United States forces. The Training Complex specifically consists of the Tabones Islet Target Area, Los Frailes Target Area, Leon Creek Naval Gunfire Range, Wild Horse Creek Close Air Support Range, and the Southwest Zambales-Troop Training Area.

3. The scheduling of the use of the various training areas within the Training Complex shall be the joint function of the Base Commander and United States Commander in accordance with the following procedures. The Base Commander shall, in addition to his other functions, perform the functions which were previously assigned to the Philippine Military Liaison Officer, Subic, with respect to the Training Complex. The Base Commander shall ensure the continuous availability of the various training areas within the Training Complex for the use of Philippine and United States forces. The Base Commander shall, upon the request of the United States Commander, affirm the availability of the training areas on a quarterly basis to the United States Commander and shall advise the United States Commander of the training requirements of the Armed Forces of the Philippines for that quarter. The United States Commander is authorized to accomplish the detailed scheduling of the use of the training areas, including the requirements of the Armed Forces of the Philippines. The actual utilization of those areas shall be reported monthly to the Base Commander by the United States Commander.

4. The Base Commander and United States Commander shall cooperate closely to ensure the safe and efficient use of the Training Complex. Any change to existing operating procedures for the use of the Training Complex shall be accomplished through the Mutual Defense Board.

[1] For map, see pocket at the back of this part.

The Philippine Minister for Foreign Affairs to the American Ambassador

7 JANUARY 1979

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of January 7, 1979, which reads as follows:

"EXCELLENCY:

"On December 7, 1975, at the conclusion of U.S. President Gerald R. Ford's state visit to the Philippines, a Joint Communique was issued by Philippine President Ferdinand E. Marcos and U.S. President Gerald R. Ford. The Joint Communique stated, inter alia, as follows:

> "They agreed that negotiations on the subject of United States use of Philippine military bases should be conducted in the clear recognition of Philippine sovereignty. The two Presidents agreed that there should be an early review of the steps necessary to conclude the negotiations through the two panels already organized for that purpose."

"Also, on May 4, 1978, at the conclusion of U.S. Vice President Walter F. Mondale's official visit to the Philippines, a Joint Statement was issued by Philippine President Ferdinand E. Marcos and U.S. Vice President Walter F. Mondale, in which it was agreed that representatives of their governments would negotiate amendments to the Military Bases Agreement reflecting certain principles.

"Copies of the Joint Communique of December 7, 1975 and of the Joint Statement of May 4, 1978 are appended hereto for reference.

"Representatives of our governments have since met and agreed on modification to the Philippine-United States Military Bases Agreement of 1947, as previously amended. Our representatives have agreed that:

1. The bases subject of the Agreement are Philippine military bases over which Philippine sovereignty extends;
2. Each base shall be under the command of a Philippine base commander; and
3. The United States shall have the use of certain facilities and areas within the bases and shall have effective command and control over such facilities and over United States personnel, employees, equipment and material. Consistent with its rights and obligations under the 1947 Agreement, as amended, the United States shall be

assured unhampered military operations involving its forces in the Philippines.

"In implementation of the above, the two governments have agreed on the attached implementing arrangements with annexes and accompanying maps.

"They have further agreed that:

1. Only the Philippine flag shall be flown singly at the Bases. The United States flag, together with the Philippine flag which shall at all times occupy the place of honor, may be displayed within buildings and other indoor sites at the United States facilities, and in front of the headquarters of the United States Commanders and, upon coordination with the Philippine Base Commanders, for appropriate outdoor ceremonies such as military honors and parades on the facilities.

2. Development of base lands subsequent to this Agreement, for other than military purposes, shall be accomplished in such a manner as to ensure that Philippine and United States military operations will remain unhampered and effective security of the bases will be maintained. The parties shall see to it that any such development will not limit the use of the facilities or in any way obstruct military operations, the safety of flight, navigation or the efficiency of communication or transportation.

3. The provisions of the military bases agreement of 1947, as previously amended, regarding grant and definition of bases, as set forth in Article I, Article XXVI and Annexes A and B of such agreement are hereby superseded.

4. In every fifth anniversary year from the date of this modification and until the termination of the Military Bases Agreement there shall be begun and completed a complete and thorough review and reassessment of the agreement including its objectives, its provisions, its duration, and the manner of implementation to assure that the agreement continues to serve the mutual interest of both parties.

"The two parties take note of the economic and social conditions in the areas surrounding the bases and express their joint interest in developing programs designed to upgrade them.

"The two parties also take note of the decision by the Government of the Philippines to assume responsibility for perimeter security at the bases. This should significantly decrease contacts between Filipino civilians and American servicemen on official duty involving security. The parties also note the decision of the United States to retain accused personnel in the Philippines for a reasonable time, and to prevent their inadvertent departure, in order to provide opportunities for adequate discussions between the two governments relating to the jurisdictional question in official duty cases.

"If the foregoing is acceptable to the Government of the Philippines, I have the honor to propose that this Note and your Note in reply confirming acceptance constitute an agreement between our governments.

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

I am pleased to inform Your Excellency that the understandings contained in the above-quoted Note are acceptable to my Government, and that Your Excellency's Note above quoted and this reply thereto shall constitute an Agreement between our two Governments effective January 7, 1979.

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

CARLOS P. ROMULO
Minister for Foreign Affairs

His Excellency
RICHARD W. MURPHY
Ambassador of the United States
Manila

[RELATED NOTES AND LETTERS]

JANUARY 4, 1979

DEAR MR. PRESIDENT:

I was pleased to learn that our negotiators have reached agreement on an amendment to the 1947 Military Bases Agreement.

In light of this development, I wish to state that the Executive Branch of the United States Government will, during the next five fiscal years, make its best effort to obtain appropriations for the Philippines of the following amounts of security assistance:

	Million
Military Assistance	$50
Foreign Military Sales Credits	$250
Security Supporting Assistance	$200

In addition, the United States will give prompt and sympathetic consideration to requests for specific items of military equipment to be provided under these programs, and to requests for the sale of other military equipment which your Government may wish to purchase through U.S. Government or commercial channels, consistent with the world-wide policies of this Government with respect to the transfer of conventional arms.

In closing, let me state once again that I appreciate your personal efforts in bringing these negotiations to a successful conclusion. I believe that the amendment to which our two Governments have now agreed will strengthen the security not only of the Philippines and the United States but also of the entire western Pacific region.

Sincerely,

JIMMY CARTER

Jimmy Carter

His Excellency
FERDINAND E. MARCOS,
President of the Republic of the Philippines,
Malacanan,
Manila.

JANUARY 6, 1979

DEAR GENERAL ROMULO:

I was delighted to learn that negotiators for our two governments have reached agreement on a comprehensive amendment to the Military Bases Agreement. I believe much significance will be attached to this Amendment, which places our use of facilities in the Republic of the Philippines on a new and long-term basis that fully recognizes Philippine sovereignty over the bases. It will be symbolic in Asia, as well as in our two countries, of the importance which the United States attaches to continued close relations with the Philippines. It provides tangible assurance of the strong desire of the United States for close cooperation with its friends and allies.

I should like to reaffirm our obligation under Article IV of the Mutual Defense Treaty to act to meet the common dangers in accordance with our Constitutional processes in the event of an armed attack in the Pacific area on the Republic of the Philippines. I also reaffirm our obligations under Article III of this treaty, which provides for consultations between our two governments regarding the implementation of this treaty and whenever in the opinion of either party the territorial integrity, political independence or security of either of the parties is threatened by external armed attack in the Pacific. This assures that either party will be able to consult the other on any matter which it believes falls within this Article.

Article V of the Mutual Defense Treaty states that for the purposes of Article IV, an armed attack on either of the parties is deemed to include an armed attack on the metropolitan territory of either of the parties or on the island territories under its jurisdiction in the Pacific or on its armed forces, public vessels or aircraft in the Pacific. All elements of this definition are of equal validity in terms of US commitment under the treaty. Metropolitan territory is defined below. However, as provided in Article V, an attack on Philippine armed forces, public vessels or aircraft in the Pacific would not have to occur within the metropolitan territory of the Philippines or island territories under its jurisdiction in the Pacific in order to come within the definition of Pacific area in Article V.

"Metropolitan territory of the Philippines" means all of the land areas and all adjacent waters subject to the sovereignty of the Republic of the Philippines, in accordance with international law, lying within the area delineated by Spain and the United States in the Treaty of Paris of December 10, 1898,[1] and in the Treaty of Wash-

[1] TS 343; 30 Stat. 1754.

ington of November 7, 1900,[2] and subsequently amended in the Treaty concluded by the United States and Great Britain on January 2, 1930.[3]

At the same time, the United States will support Philippine plans and efforts to achieve military self-reliance, within the guidelines of President Carter's letter. We will support those efforts by means of our security assistance programs, including the important training component. We remain receptive to discussing new ideas or concepts that might improve the capability and self-reliance of Philippine armed forces and enhance our mutual contribution to regional peace and stability.

The provisions regarding criminal jurisdiction for United States forces in the Philippines incorporate the substance of comparable arrangements applicable to United States forces im member countries of the North Atlantic Treaty Organization and in Japan. Moreover, in those cases where official duty is at issue between the United States and Philippine Governments, United States forces have developed procedures to retain accused personnel in the Philippines for a reasonable time, and to prevent their inadvertent departure, in order to provide opportunities for discussions between the two governments relating to the jurisdictional question. I welcome the assumption by Philippine forces of responsibility for perimeter security at the bases. These new arrangements should contribute greatly to easing the problems of criminal jurisdiction.

With respect to base lands outside the United States facilities and the surrounding areas, the United States Government is ready to consider the question of economic assistance and other United States Government programs for suitable projects as well as projects that might appropriately be undertaken by private enterprise. The United States Government stands ready, for example, to work with the Philippine Government to determine what could be done to help small-farmer agriculture provide more food of the type and quality which the U.S. facilities, along with other buyers, might purchase. In addition, the United States Government is prepared to consider appropriate assistance, subject to the approval of the Congress, for improving economic and social conditions in Angeles City and Olongapo City and surrounding areas and to relate these U.S. efforts to Philippine Government plans for utilization of returned base land areas.

In the negotiations leading to the present Amendment, a number of questions have arisen regarding the Mutual Defense Treaty and the proposal to conduct a review of the Military Bases Agreement five years after the entry into force of the present Amendment. I should

[2] TS 345; 31 Stat. 1942.
[3] TS 856; 47 Stat. 2198.

like to set forth the positions of the United States Government with respect to those questions as follows:

In the context of the Mutual Defense Treaty, we would define "aggression" as external armed attack. The provisions of the Mutual Defense Treaty most relevant are Articles IV and V. Article IV provides that "each party recognizes that an armed attack in the Pacific area on either of the parties would be dangerous to its own peace and safety and declares that it would act to meet the common dangers in accordance with its constitutional processes." Article V provides that "an armed attack" is deemed to include "an armed attack on the metropolitan territory of either of the parties, or on the island territories under its jurisdiction in the Pacific or on its armed forces, public vessels or aircraft in the Pacific." An external attack on any part of the metropolitan Philippines would make the Treaty applicable and would, accordingly, obligate the United States to "act to meet the common dangers in accordance with its constitutional processes."

The reference in the Treaty to "constitutional processes" serves to make clear that the Treaty could not, and was not intended to, alter those processes for either party. In the case of the United States, the powers of the President under our Constitution as Chief Executive and Commander-in-Chief are extensive and remain unimpaired by the Treaty. It should be noted that the War Powers Resolution provides that it is not intended "to alter the Constitutional authority of the Congress or of the President, or the provisions of existing treaties."

Mutuality in our relationship shapes the United States approach to all issues between the United States and the Philippines. The Mutual Defense Treaty is the most explicit statement of this mutuality. The Mutual Defense Treaty has force and effect independent of the Military Bases Agreement. In fact, the Mutual Defense Treaty, which entered into force four years after the Military Bases Agreement, states in its preamble that ". . . nothing in this present instrument shall be considered or interpreted as in any way or sense altering or diminishing any existing Agreements or understandings between the United States of America and the Republic of the Philippines." The Mutual Defense Treaty and the Military Bases Agreement have their own separate provisions for termination.

By "review" of the Military Bases Agreement after five years, we mean a complete and thorough process which would address any outstanding issues between our governments regarding the Military Bases Agreement, including its provisions, its duration, and the manner of its implementation, to assure that the Agreement continues to serve the mutual interests of both parties.

In closing, let me say that I deeply appreciate the vital role you have played in bringing these significant talks to a successful conclusion.

In this new year, I look forward to a continuation of the cooperation which has so long marked relations between our two countries and our personal relationship.

Sincerely,

CYRUS VANCE

Cyrus Vance

His Excellency
CARLOS P. ROMULO
Minister of Foreign Affairs
of the Philippines
Manila

No. 8 MANILA, *January 7, 1979*

EXCELLENCY:

I have the honor to refer to the exchange of Notes and Implementing Arrangements concluded today between our Governments regarding modification of the Philippines-United States Military Bases Agreement of 1947, as previously amended.

The United States proposes that subject to the Military Bases Agreement of 1947, as previously amended and as modified this date, the special arrangements regarding the sites and activities listed below remain in effect, on the same terms and conditions which have heretofore been applicable to them:

A. The pipeline from Subic Bay Naval Base to Clark Air Base.

B: The seismic research site within the Philippine Air Station of Del Monte, in Bukidnon Province.

C. The communications site within the Philippine Army installation at Mt. Cabuyao, in Benguet Province.

D. Those other sites or activities presently the subject of agreement between the parties, which have not been referred to in the Military Bases Agreement of 1947, as previously amended and as modified on this date, or listed herein.

If the foregoing is acceptable to the Government of the Philippines, I have the honor to propose that this Note and your Note in reply confirming acceptance constitute an Agreement between our Governments.

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

RICHARD W. MURPHY

His Excellency
CARLOS P. ROMULO,
Minister for Foreign Affairs,
Manila.

REPUBLIKA NG PILIPINAS
KAGAWARAN NG SULIRANING PANLABAS
MAYNILA [1]

7 JANUARY 1979

EXCELLENCY,

I have the honor to acknowledge receipt of your Excellency's Note of 7 January 1979 which read as follows:

"EXCELLENCY:

"I have the honor to refer to the exchange of Notes and Implementing Arrangements concluded today between our Governments regarding modification of the Philippines-United States Military Bases Agreement of 1947, as previously amended.

"The United States proposes that subject to the Military Bases Agreement of 1947, as previously amended and as modified this date, the special arrangements regarding the sites and activities listed below remain in effect, on the same terms and conditions which have heretofore been applicable to them:

A. The pipeline from Subic Bay Naval Base to Clark Air Base.

B. The seismic research site within the Philippine Air Station of Del Monte, in Bukidnon Province.

C. The Communications site within the Philippine Army installation at Mt. Cabuyao, in Benguet Province.

D. Those other sites or activities presently the subject of agreement between the parties, which have not been referred to in the Military Bases Agreement of 1947, as previously amended and as modified on this date, or listed herein.

"If the foregoing is acceptable to the Government of the Philippines, I have the honor to propose that this Note and your Note in reply confirming acceptance constitute an Agreement between our Governments.

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

I am pleased to inform Your Excellency that the foregoing proposal is acceptable to my Government, and that Your Excellency's Note above quoted and this reply thereto should constitute an Agreement between our two Governments effective on this date.

---

[1] In translation reads: "Republic of Philippines
Department of Foreign Affairs
Manila"

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

CARLOS P. ROMULO

Minister for Foreign Affairs

His Excellency
RICHARD W. MURPHY
Ambassador of the United States of America
Manila

No. 10 MANILA, *January 7, 1979*

EXCELLENCY:

I have the honor to refer to the exchange of Notes and Implementing Arrangements concluded today between our governments regarding modification of the Philippine-United States Military Bases Agreement of 1947, as previously amended, and to the Agreement between the Republic of the Philippines and the Government of the United States regarding Radio Broadcasting Facilities, dated May 6, 1963, and its amendments.[1]

My Government wishes to confirm the understanding arrived at between our two Governments that notwithstanding the aforementioned modification of the Philippine-United States Military Bases Agreement of 1947, the aforementioned Agreement of May 6, 1963 regarding Radio Broadcasting Facilities shall continue to be in full force and effect.

If the foregoing is acceptable to the Government of the Philippines, I have the honor to propose that this Note and your Note in reply indicating concurrence shall constitute an Agreement between the two Governments concerning the aforementioned Radio Broadcasting Facilities effective on the date of your reply.

Accept Excellency the renewed assurances of my highest consideration.

RICHARD W. MURPHY

His Excellency
CARLOS P. ROMULO,
Minister for Foreign Affairs,
Manila.

---

[1] TIAS 5353, 5865; 14 UST 741; 16 UST 1186.

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FOREIGN AFFAIRS

7 JANUARY 1979

EXCELLENCY:

I have the honor to acknowledge the receipt of your Excellency's Note of January 7, 1979, which reads as follows:

"EXCELLENCY:

"I have the honor to refer to the exchange of Notes and Implementing Arrangements concluded today between our governments regarding modification of the Philippine-United States Military Bases Agreement of 1947, as previously amended, and to the Agreement between the Republic of the Philippines and the Government of the United States regarding Radio Broadcasting Facilities, dated May 6, 1963, and its amendments.

"My Government wishes to confirm the understanding arrived at between our two Governments that notwithstanding the aforementioned modification of the Philippine-United States Military Bases Agreement of 1947, the aforementioned Agreement of May 6, 1963 regarding Radio Broadcasting Facilities shall continue to be in full force and effect.

"If the foregoing is acceptable to the Government of the Philippines, I have the honor to propose that this Note and your Note in reply indicating concurrence shall constitute an Agreement between the two Governments concerning the aforementioned Radio Broadcasting Facilities effective on the date of your reply.

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

I am pleased to inform Your Excellency that the understandings contained in the above-quoted Note are acceptable to my Government, and that Your Excellency's Note above-quoted and this reply thereto shall constitute an Agreement between our two Governments effective January 7, 1979.

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

CARLOS P. ROMULO
Minister for Foreign Affairs

His Excellency
RICHARD W. MURPHY
Ambassador of the United States of America
Manila

No. 11 MANILA, *January 7, 1979*

EXCELLENCY:

I have the honor to refer to the exchange of Notes and implementing arrangements concluded today between our Governments regarding modification of the Philippine-United States Military Bases Agreement of 1947, as previously amended.

My Government wishes to confirm the understanding arrived at during the recent discussions that, noting the location of the Regional Relay Communications Facility within the military reservation known as the Clark Air Base which was previously a U.S. base; and recognizing the desirability of defining the precise status of the Regional Relay Communications Facility subsequent to the modification of the Military Bases Agreement; have agreed that the Regional Relay Communications Facility shall henceforth be a U.S. facility and subject to the authority and responsibility of the Embassy of the United States of America in the Philippines and that the facility and its personnel shall enjoy the rights and privileges of the Vienna Convention on Diplomatic Relations,[1] to which both our Governments are parties.

It is further understood that the United States Government may continue to utilize the Regional Relay Communications Facility, as depicted on the map attached to the implementing arrangements referred to above, as before.

Finally, it is understood that in every fifth anniversary year from the date of this exchange of Notes and until the termination of the Military Bases Agreement or such other termination date as may be agreed upon, there shall be begun and completed a complete and thorough review of this Agreement.

If the foregoing is agreeable to the Government of the Philippines, I have the honor to propose that this Note and your Note in reply indicating concurrence shall constitute an agreement between the two Governments concerning the aforementioned Regional Relay Communications Facility, effective on the date of your reply.

Accept Excellency the renewed assurances of my highest consideration.

RICHARD W. MURPHY

His Excellency
CARLOS P. ROMULO,
Minister for Foreign Affairs,
Manila.

[1] TIAS 7502; 23 UST 3227.

REPUBLIKA NG PILIPINAS
KAGAWARAN NG SULIRANING PANLABAS
MAYNILA

JANUARY 7, 1979

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's Note of January 7, 1979, which reads as follows:

"EXCELLENCY:

"I have the honor to refer to the exchange of Notes and implementing arrangements concluded today between our Governments regarding modification of the Philippine-United States Military Bases Agreement of 1947, as previously amended.

"My Government wishes to confirm the understanding arrived at during the recent discussions that, noting the location of the Regional Relay Communications Facility within the military reservation known as the Clark Air Base which was previously a U.S. base; and recognizing the desirability of defining the precise status of the Regional Relay Communications Facility subsequent to the modification of the Military Bases Agreement; have agreed that the Regional Relay Communications Facility shall henceforth be a U.S. facility and subject to the authority and responsibility of the Embassy of the United States of America in the Philippines and that the facility and its personnel shall enjoy the rights and privileges of the Vienna Convention on Diplomatic Relations, to which both our Governments are parties.

"It is further understood that the United States Government may continue to utilize the Regional Relay Communications Facility, as depicted on the map attached to the implementing arrangements referred to above, as before.

"Finally, it is understood that in every fifth anniversary year from the date of this exchange of Notes and until the termination of the Military Bases Agreement or such other termination date as may be agreed upon, there shall be begun and completed a complete and thorough review of this Agreement.

"If the foregoing is agreeable to the Government of the Philippines, I have the honor to propose that this Note and your Note in reply indicating concurrence shall constitute an agreement between the two Governments concerning the aforementioned Regional Relay Communications Facility, effective on the date of your reply.

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

I am pleased to inform Your Excellency that the understandings contained in the above-quoted Note are acceptable to my Government and that Your Excellency's Note above-quoted and this reply thereto shall constitute an Agreement between our two Governments effective January 7, 1979.

Accept Excellency, the renewed assurances of my highest consideration.

CARLOS P. ROMULO
Minister for Foreign Affairs

His Excellency
RICHARD W. MURPHY
Ambassador of the United States of America
Manila

MANILA, PHILIPPINES

JANUARY 7, 1979

DEAR GENERAL ROMULO:

In connection with the agreement effected by exchange of notes as of this date concerning the United States Regional Relay Communication Facility, please be advised that the United States Government assures that it shall expeditiously consider on a priority basis the pending request formally submitted to the Department of State for the establishment of direct communications between the Philippines and its Embassy in Washington, D. C. under terms consistent with United States laws.

Accordingly, the United States will be pleased to work with the Embassy of the Republic of the Philippines in Washington, D. C. or such Philippine Government officials as you may designate in an effort to meet such communication requirements of the Philippine Government.

With respect,

RICHARD W. MURPHY

Richard W. Murphy
Ambassador

His Excellency
CARLOS P. ROMULO,
Minister for Foreign Affairs,
Manila.

MANILA, PHILIPPINES

JANUARY 7, 1979

DEAR GENERAL ROMULO:

In connection with the agreement reached today between our two governments amending the Military Bases Agreement, I am pleased to confirm that the United States Government will take appropriate measures to ensure that there would be a smooth transition in the event that United States forces were to vacate any of the facilities which its forces use in the Philippines. The successful conclusion of our recent negotiations to amend the Military Bases Agreement ensures a continued United States military presence at these facilities under terms fully reflecting Philippine sovereignty. The United States Government anticipates that the close contact and coordination called for between the Philippine Base Commander and the United States Facility Commander in the amendment will result in a mutually beneficial exchange of management practices and techniques concerning base activities.

The United States Government shares your view that it would be desirable to have an agreed summary record of the negotiations which led to the present amendment. The United States Government is prepared to collaborate with representatives of the Philippine Government in developing such a record as soon as practicable. We will designate a representative or representatives to do so. We believe this process should not delay implementation of the present amendment.

Please accept, Excellency, my highest regards on this historic occasion.

Sincerely,
RICHARD W. MURPHY

Richard W. Murphy
Ambassador

His Excellency
CARLOS P. ROMULO,
Minister for Foreign Affairs,
Manila.

POLISH PEOPLE'S REPUBLIC

Air Transport Services

Agreement amending the agreement of July 19, 1972, as amended and extended.
Effected by exchange of notes
Dated at Warsaw December 29, 1978 and January 15 and 30, 1979;
Entered into force January 30, 1979;
Effective January 1, 1979.

The Polish Minister of Transportation to the American Ambassador

Warszawa, dnia 29 grudnia 1978 r.

Polska Rzeczpospolita Ludowa
MINISTER KOMUNIKACJI

Ekscelencjo:

Mam zaszczyt powołać się na Umowę o komunikacji lotniczej podpisaną dnia 19 lipca 1972 roku między Rządem Polskiej Rzeczypospolitej Ludowej a Rządem Stanów Zjednoczonych Ameryki i zaproponować w imieniu mojego Rządu, aby ta Umowa została uzupełniona następującymi dodatkowymi uzgodnieniami i poprawkami:

1. Artykuł 10 Umowy zastępuje się w całości następującym tekstem:

„A. Każda z Umawiających się Stron zezwoli na ustalanie taryf, z zastrzeżeniem postanowień niniejszej Umowy, przez każde przedsiębiorstwo lotnicze, na podstawie handlowej analizy rynku a interwencja Umawiających się Stron będzie ograniczona do (i) zapobiegania agresywnym lub dyskryminacyjnym taryfom lub praktykom; (ii) ochrony konsumentów przed taryfami zbyt wygórowanymi lub restryktywnymi z powodu nadużycia władzy monopolu; (iii) ochrony przedsiębiorstw lotniczych przed taryfami sztucznie zaniżonymi z powodu bezpośredniego lub pośredniego rządowego subsydiowania lub pomocy.

B. Każda z Umawiających się Stron może wymagać notyfikacji lub zgłoszenia do jej władz lotniczych taryf przewidzianych do stosowania do i z jej terytorium przez przedsiębiorstwa lotnicze drugiej Umawiającej się Strony. Umawiająca się Strona, wymagając takiej notyfikacji lub zgłoszenia taryf, nie będzie dyskryminowała przedsiębiorstw lotniczych którejkolwiek Umawiającej się Strony lub przedsiębiorstw lotniczych krajów trzecich. Taka notyfikacja lub zgłoszenie może być wymagane od przedsiębiorstw lotniczych którejkolwiek Umawiającej się Strony nie wcześniej niż czterdzieści pięć (45) dni przed proponowaną datą wejścia w życie — w przypadku taryf pasażerskich i nie wcześniej niż sześćdziesiąt (60) dni przed proponowaną datą wejścia w życie — w przypadku taryf towarowych. Każda Umawiająca się Strona zezwoli na notyfikację lub zgłoszenie w krótszym terminie niż podany wyżej, o ile jest to konieczne, aby umożliwić wyznaczonym przedsiębiorstwom lotniczym zareagowanie w odpowiednim czasie na konkurencyjne oferty. Żadna z Umawiających się Stron nie będzie wymagać notyfikacji lub zgłoszenia przez przedsiębiorstwa lotnicze drugiej Umawiającej się Strony taryf stosowanych przez przedsiębiorstwa czarterowe dla ruchu pochodzącego z terytorium tej drugiej Umawiającej się Strony.

C. Jeżeli którakolwiek Umawiająca się Strona uważa, że taryfa proponowana lub stosowana przez przedsiębiorstwo lotnicze drugiej Umawiającej się Strony do przewozu ruchu międzynarodowego między Polską a Stanami Zjednoczonymi, włączając ruch przewożony

Jego Ekscelencja
William E. Schaufele, Jr.
Ambasador Stanów Zjednoczonych Ameryki
Warszawa

na zasadach interline lub intraline przez punkty pośrednie, jest sprzeczna z warunkami ustalonymi w ustępie (A) niniejszego artykułu, Strona ta zawiadomi drugą Umawiającą się Stronę o powodach swego niezadowolenia w jak najkrótszym czasie. W przypadku proponowanej taryfy, nota wyrażająca niezadowolenie będzie przekazana drugiej Umawiającej się Stronie w ciągu trzydziestu (30) dni od dnia otrzymania notyfikacji lub zgłoszenia taryfy. Każda z Umawiających się Stron może w takim przypadku zażądać konsultacji, które powinny odbywać się jak najszybciej, a w żadnym przypadku nie później niż w trzydzieści (30) dni od daty otrzymania takiego żądania. Umawiające się Strony będą współpracowały w celu zapewnienia niezbędnych informacji dla powzięcia właściwych ustaleń konsultacji taryfowych.

D. Jeżeli Umawiające się Strony osiągną porozumienie odnośnie taryfy, co do której została przekazana nota wyrażająca niezadowolenie, w oparciu o postanowienia ustalone w ustępie (A) niniejszego artykułu, każda z Umawiających się Stron dołoży wszelkich starań dla wprowadzenia w życie takiego porozumienia.

E. Jeżeli,

(i) w odniesieniu do proponowanej taryfy, konsultacje nie zostaną zażądane lub porozumienie nie zostanie osiągnięte w rezultacie tych konsultacji; lub,

(ii) w odniesieniu do taryfy już stosowanej, gdy nota wyrażająca niezadowolenie została przekazana a konsultacje nie zostaną zażądane w ciągu 30 dni od daty otrzymania noty lub porozumienie nie zostanie osiągnięte w rezultacie konsultacji w ciągu sześćdziesięciu (60) dni od daty otrzymania noty,

którakolwiek z Umawiających się Stron może podjąć działania, aby zapobiec wprowadzeniu lub dalszemu stosowaniu taryfy, co do której została przekazana nota wyrażająca niezadowolenie, lecz tylko w odniesieniu do ruchu, w którym pierwszy punkt na trasie (jak zaświadcza dokument upoważniający do przewozu lotniczego) znajduje się na jej własnym terytorium. Żadna z Umawiających się Stron nie podejmie jednostronnego działania, aby zapobiec wprowadzeniu lub dalszemu stosowaniu jakichkolwiek taryf proponowanych lub stosowanych przez przedsiębiorstwo lotnicze którejkolwiek Umawiającej się Strony, z wyjątkiem tego, co przewidziano w niniejszym ustępie.

F. Bez względu na wymogi zgłoszeń, jakie którakolwiek z Umawiających się Stron może ustalić, każda z Umawiających się Stron zezwoli każdemu przedsiębiorstwu lotniczemu którejkolwiek Umawiającej się Strony na zastosowanie w odpowiednim czasie w razie potrzeby skróconej procedury zgłoszeń jakiejkolwiek niższej lub bardziej konkurencyjnej taryfy proponowanej lub stosowanej przez którekolwiek przedsiębiorstwo lotnicze lub czarterowe dla przewozu ruchu międzynarodowego do lub ze swego terytorium. Dla celów niniejszego artykułu określenie „stosowanie" oznacza prawo ustalenia (i) identycznej lub istotnie podobnej taryfy na trasach bezpośrednich intraline lub interline, pomimo różnic w warunkach dotyczących przebiegu trasy, wymogów podróży powrotnej, połączeń lub typu samolotu, lub (ii) taryfy będącej kombinacją cen.

G. Jeżeli odnośne umowy z krajami trzecimi tak przewidują, każda Umawiająca się Strona zezwoli przedsiębiorstwom lotniczym krajów trzecich na stosowanie jakiejkolwiek taryfy wyznaczonego przedsiębiorstwa którejkolwiek Umawiającej się Strony do przewozu ruchu międzynarodowego między terytoriami obu Stron."

2. Artykuł 11 Umowy będzie stosowany jak następuje:

A. Wyznaczone przedsiębiorstwo lotnicze Polski będzie korzystało z pełnych praw i przywilejów artykułu 11.

B. Wyznaczone przedsiębiorstwo lotnicze Stanów Zjednoczonych będzie miało prawo sprzedaży przewozów lotniczych w Polsce bezpośrednio każdej osobie i przy użyciu swoich własnych dokumentów przewozowych za walutę wolnowymienialną na wszystkie swoje linie lotnicze.

C. Sprzedaże przewozów lotniczych w Polsce za walutę polską przez wyznaczone przedsiębiorstwo lotnicze Stanów Zjednoczonych będą dokonywane przez polskie wyznaczone przedsiębiorstwo lotnicze i wszelkie inne instytucje, które są lub mogą być upoważnione do rozliczania się w walutach wolnowymienialnych. Tak długo jak wyznaczone przedsiębiorstwo lotnicze Stanów Zjednoczonych nie dokonuje bezpośrednich sprzedaży w Polsce za walutę polską Rząd Polski gwarantuje, że sprzedaże na rzecz wyznaczonego przedsiębiorstwa lotniczego Stanów Zjednoczonych przez polskie wyznaczone przedsiębiorstwo lotnicze i inne polskie instytucje, w ciągu czterech kolejnych kwartałów, w krajach poza Stanami Zjednoczonymi dla pasażerów przewożonych na wszystkich liniach wyznaczonego przedsiębiorstwa lotniczego Stanów Zjednoczonych osiągną minimalny poziom. Poziom ten będzie określany jak następuje:

X — ilość obywateli USA przewiezionych przez polskie wyznaczone przedsiębiorstwo lotnicze, jak wykazano w danych Służby Naturalizacyjno—Imigracyjnej USA (INS), publikowanych przez Departament Transportu USA, w ciągu ostatnich czterech kolejnych kwartałów, dla których takie dane są osiągalne.

Y — X dla roku kalendarzowego 1978.

R — 4,4 miliony dolarów dzielone przez Y.

Jeżeli X jest równe lub mniejsze od Y, wówczas minimalny poziom wyniesie R mnożone przez X. Jeżeli X jest większe od Y, minimalny poziom wyniesie 4,4 miliony dolarów, plus 75% R mnożone przez pierwsze 5000 nadwyżki X w stosunku do Y, plus 65% R mnożone przez następne 5000 nadwyżki X w stosunku do Y, plus 55% R mnożone przez pozostałą nadwyżkę X w stosunku do Y.

Wyznaczone przedsiębiorstwo lotnicze Stanów Zjednoczonych będzie dostarczało okresowe stosowne dane INS polskiemu wyznaczonemu przedsiębiorstwu lotniczemu w celu umożliwienia ustalenia zobowiązań sprzedaży w ciągu każdego okresu czterech kolejnych kwartałów. Będzie ono także dostarczało informacje o stanie zobowiązania sprzedaży polskiemu wyznaczonemu przedsiębiorstwu lotniczemu w terminie 60 dni po zamknięciu każdego kwartału w celu umożliwienia sprawdzenia zobowiązania sprzedaży. W przypadku niewykonania i braku zadowolenia z bieżącego wykonywania zobowiązania sprzedaży do daty trzeciego kwartalnego sprawdzenia, polskie wyznaczone przedsiębiorstwo lotnicze, bez względu na artykuł 9 (E) Umowy, zredukuje ilość powrotnych częstotliwości tygodniowo, które byłyby eksploatowane w następnym kwartale po sprawdzeniu poprzedniego trzeciego w stosunku do ilości eksploatowanej w poprzedzającym odnośnym kwartale proporcjonalnie do niewykonania zobowiązania, lecz w każdym przypadku co najmniej o jedną taką częstotliwość. To ograniczenie częstotliwości będzie zniesione, gdy zobowiązanie sprzedaży oraz część nie wykonana będą zadowalające w dwu kolejnych sprawdzeniach.

D. Wpływy uzyskane ze sprzedaży dokonanych zgodnie z ustępem (C) powyżej mogą być wykorzystane, według uznania wyznaczonego przedsiębiorstwa lotniczego Stanów Zjednoczonych, w całości lub w części do pokrycia jego lokalnych wydatków związanych z eksploatacją jego linii lotniczych i z działalnością jego lokalnych przedstawicieli. Wydatki lokalne, na które takie wpływy mogą być przeznaczone obejmują utrzymanie biura (łącznie z płacami oraz wynajmem biur i mieszkań), utrzymanie pojazdów przedsiębiorstwa, reklamę, opłaty za lądowania i inne opłaty lotniskowe, opłaty za obsługę naziemną, zaopatrzenie w żywność, paliwo potrzebne do obsługi samolotów i przedmioty produkcji krajowej potrzebne do utrzymania i obsługi samolotu.

E. Wszelkie wpływy przewyższające lokalnie wydatkowane sumy, zgodnie z ustępem (D) powyżej, mogą być przeliczone i przekazane w walucie Stanów Zjednoczonych.

3. Trasa ustalona w ustępie A Wykazu załączonego do Umowy zostaje zmieniona jak następuje:

„1. Z punktów w Stanach Zjednoczonych przez punkty pośrednie do Warszawy i drugiego innego punktu w Polsce, który będzie wybrany przez Rząd Stanów Zjednoczonych (odnośnik 1) i dalej do punktów poza Polskę bez geograficznego lub kierunkowego ograniczenia".

4. Trasa ustalona w ustępie B Wykazu załączonego do Umowy zostaje zmieniona jak następuje:

„1. Z punktów w Polsce przez punkty w Danii, Holandii, Belgii, Francji (odnośnik 2) lub Zjednoczonym Królestwie (odnośnik 2) i Montreal (odnośnik 3) do Nowego Jorku i jednego innego punktu w Stanach Zjednoczonych, który będzie wybrany przez Rząd Polski (odnośnik 4)".

5. Każda Strona zezwoli, rozkładowym i czarterowym przedsiębiorstwom lotniczym drugiej Strony, wykonywać czartery pasażerskie i towarowe między obydwoma krajami, włączając loty czarterowe z zatrzymaniem w krajach trzecich, (A) bez ograniczeń co do ilości, częstotliwości czy regularności połączeń lub typu użytych samolotów; i (B) bez wymogów uprzedniego zatwierdzenia poszczególnych lotów i serii lotów. Możliwość wykonywania czarterów będzie określona przez przepisy kraju, z którego pochodzi ruch. Artykuły 3, 4, 5, 6, 7, 8, 10 (jak zmieniono), 11, 12, 13 i 14 Umowy będą miały zastosowanie, mutatis mutandis, do lotów czarterowych. Przedsiębiorstwa lotnicze, wyznaczone do eksploatacji połączeń czarterowych, stosowanie do artykułu 3 Umowy, będą określane jako „wyznaczone czarterowe" przedsiębiorstwa lotnicze.

Odnośniki: 1. Prawa eksploatacji tego punktu mogą być wykonywane, gdy polskie wyznaczone przedsiębiorstwo lotnicze będzie mogło wykonywać prawa eksploatacji dodatkowego punktu w Stanach Zjednoczonych jak w ustępie B (1) poniżej. 2. Zanim prawa te będą wykorzystane Rząd Polski dokona wyboru Francji lub Zjednoczonego Królestwa i powiadomi Rząd Stanów Zjednoczonych o swoim wyborze. Drugi punkt na trasie będzie wówczas uznany za skreślony. 3. Montreal może być obsługiwany albo jako punkt pośredni do Nowego Jorku lub jako punkt poza Nowym Jorkiem. 4. Prawa eksploatacji tego punktu mogą być wykonywane, gdy samoloty szerokokadłubowe będą mogły eksploatować port lotniczy w Warszawie bez specjalnych warunków lub ograniczeń.

6. Wyznaczone przedsiębiorstwo lotnicze każdej Strony będzie nadal mianować wyznaczone przedsiębiorstwo lotnicze drugiej Strony, jako swojego agenta obsługi naziemnej w portach lotniczych na terytorium tej drugiej Strony, dla swoich rozkładowych i czarterowych linii lotniczych wszędzie tam, gdzie to wyznaczone przedsiębiorstwo lotnicze posiada takie urządzenia do obsługi naziemnej. Usługi naziemne w porcie lotniczym będą zabezpieczone dla rozkładowych i czarterowych linii lotniczych bez dyskryminacji i na zasadach nie mniej korzystnych niż stosowane w odniesieniu do narodowego przedsiębiorstwa, czy przedsiębiorstw lotniczych.

7. Każda Strona, zgodnie ze swoim ustawodawstwem i przepisami oraz bez ograniczeń ilościowych, będzie wystawiać odpowiednie wizy dla członków załóg przedsiębiorstw lotniczych drugiej Strony, będących obywatelami tej Strony. W odniesieniu do członków załóg będących obywatelami innych krajów, stosowana będzie normalna procedura i te wystąpienia o wizy będą rozpatrywane na indywidualnych zasadach.

8. Obie Strony potwierdzają prawo wyznaczonych przedsiębiorstw lotniczych do zmiany typu samolotu w jakimkolwiek punkcie lub punktach na trasach przedstawionych w Załączniku do Umowy.

9. Powyższe uzgodnienia i wszelkie inne niezbędne sprawy będą w każdym czasie poddawane przeglądowi w toku konsultacji na życzenie którejkolwiek ze Stron, a w każdym przypadku w drugiej połowie 1981 roku. Jeżeli porozumienie co do dalszego stosowania, zmiany lub unieważnienia tych uzgodnień nie zostanie osiągnięte do dnia 31 marca 1982 roku, Umowa wygaśnie z tą datą.

10. Każda Strona dołoży maksimum starań, aby pozwolić na kontynuowanie nieograniczonej i sprawnej eksploatacji samolotów będących aktualnie w użyciu wyznaczonego przedsiębiorstwa lotniczego drugiej Strony włączając w to zaopatrzenie w odpowiednie paliwo w porcie, do którego wykonuje regularne loty.

Jeżeli niniejsze uzgodnienia mogą być przyjęte przez Pański Rząd, mam zaszczyt zaproponować, aby niniejsza nota i Pańska odpowiedź na nią stanowiły porozumienie między naszymi obydwoma Rządami, które wejdzie w życie z dniem 1 stycznia 1979 roku i które zastąpi dodatkowe uzgodnienia zawarte w wymianie not z dnia 26 sierpnia 1976 roku, zmienionych notami z dnia 19 czerwca i 11 sierpnia 1978 roku.

Proszę przyjąć, Ekscelencjo, zapewnienie o moim najwyższym poważaniu.

TRANSLATION

POLISH PEOPLE'S REPUBLIC
The Minister of Transportation

Warsaw, December 29, 1978

Excellency:

I have the honor to refer to the Air Transport Agreement signed July 19, 1972,[1] between the Government of the Polish People's Republic and the Government of the United States of America and to propose in the name of my Government that this Agreement be amended by the following supplementary understandings and amendments:

[For the English language text, see pp. 908-912.]

If the above-mentioned understandings are acceptable to your Government, I have the honor to propose that the note transcribed above and your reply to it constitute an agreement between our two Governments which shall enter into force on January 1, 1979, and which shall supersede the supplementary understanding contained in the exchange of notes of August 26, 1976, as amended by the notes of June 19 and August 11, 1978.

Accept, Excellency, the assurances of my highest consideration.

Mieczyslaw Zajfryd

His Excellency
William E. Schaufele, Jr.
Ambassador of the United States of America,
Warsaw.

[1] TIAS 7535, 8469, 9042, 9192; 23 UST 4269; 28 UST 242; 29 UST 3886; *ante*, p. 240.
[Footnote added by the Department of State.]

The American Embassy to the Polish Ministry of Foreign Affairs

No. 5

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Polish People's Republic and has the honor to convey the following full text of the November 9, 1978 "Ad Referendum" U.S.-Poland Air Transport Agreement with substitutions in Paragraph 2C:

Excellency:

I have the honor to refer to the Air Transport Agreement signed on July 19, 1972, between the Government of the United States of America and the Government of the Polish People's Republic and to propose, on behalf of my Government, that this Agreement be subject to the following supplementary understandings and amendments:

1. Article 10 of the Agreement is replaced in its entirety by the following text:

"(A) Each Contracting Party shall allow the prices subject to this agreement to be established by each airline based upon commercial considerations in the marketplace, and intervention by the Contracting Parties shall be limited to (i) prevention of predatory or discriminatory prices or practices; (ii) protection of consumers from prices that are unduly high or restrictive due to the abuse of monopoly power; and (iii) protection of airlines from prices that are artifically low because of direct or indirect governmental subsidy or support.

"(B) Each Contracting Party may require notification or filing with its aeronautical authorities of prices proposed to be charged by airlines of the other Contracting Party to or from its territory. A Contracting Party requiring such notification or filing of prices shall not discriminate among the airlines of either Contracting Party or with respect to airlines of third countries. Such notification or filing may be required of airlines of either Contracting Party no more than forty-five (45) days before the proposed date of effectiveness in the case of passenger prices, and no more than sixty (60) days before the proposed date of effectiveness in the case of cargo prices. Each Contracting Party shall permit notifications or filings on shorter notice than set forth above when necessary to enable designated airlines to respond on a timely basis to competitive offerings. Neither Contracting Party shall require the notification or filing by airlines of the other Contracting Party of prices charged by charterers to the public for traffic originating in the territory of that other Contracting Party.

"(C) If either Contracting Party believes that a price proposed or charged by an airline of the other Contracting Party for the

carriage of international traffic between the United States and Poland, including traffic carried on an interline or intraline basis via intermediate points, is inconsistent with the considerations set forth in paragraph (A) of this Article, it shall notify the other Contracting Party of the reasons for its dissatisfaction as soon as possible. In the case of a proposed price, such notice of dissatisfaction shall be given to the other Contracting Party within thirty (30) days of receiving notification of filing or the price. Either Contracting Party may then request consultations which shall be held as soon as possible and in no event later than thirty (30) days from receipt of the request. The Contracting Parties shall cooperate in securing information necessary for reasoned resolution of pricing consultations.

"(D) If the Contracting Parties reach agreement with respect to a price for which a notice of dissatisfaction has been given, based on the considerations set forth in paragraph (A) of this Article, each Contracting Party shall exercise its best efforts to put such agreement into effect.

"(E) If,

(i) with respect to a proposed price, consultations are not requested or an agreement is not reached as a result of consultations; or

(ii) with respect to a price already being charged when notice of dissatisfaction is given, consultations are not requested within 30 days of receipt of the notice or an agreement is not reached as a result of consultations within sixty (60) days of receipt of the notice, either Contracting Party may take action to prevent the inauguration or continuation of the price for which a notice of dissatisfaction was given, but only with respect to traffic where the first point on the itinerary (as evidenced by the document authorizing transportation by air) is in its own territory. Neither Contracting Party shall take unilateral action to prevent the inauguration or continuation of any price proposed or charged by an airline of either Contracting Party, except as provided in this paragraph.

"(F) Notwithstanding the filing requirements that either Contracting Party may establish, each Contracting Party shall allow any airline of either Contracting Party to meet on a timely basis, using short-notice filing procedures if necessary, any lower or more competitive price proposed or charged by any airline or charterer for the carriage of international traffic to or from its territory. For the purposes of this Article, the term "meet" includes the right to establish (i) an identical or substantially similar price on a direct, intra-line or interline routing, notwithstanding differences in conditions relating to routing, roundtrip requirements, connections or aircraft type, or (ii) such price through combination of prices.

"(G) If relevant agreements with third countries so provide, each Contracting Party shall allow airlines of third countries to meet any price of a designated airline of either Contracting Party

for carriage of international traffic between the territories of the Parties."

2. Article 11 of the Agreement will be implemented as follows:

(A) The designated airline of Poland will enjoy the full rights and privileges of Article 11.

(B) The designated airline of the United States will have the rights to sell air transportation in Poland directly to any person and using its own transportation documents for freely convertible currencies on all of its services.

(C) Sales of air transportation in Poland for Polish currency by the U.S. designated airline will be made through the Polish designated airline and any other organizations which are or may be authorized to settle in freely convertible currencies. As long as the U.S. designated airline does not make direct sales in Poland for Polish currency, the Government of Poland will guarantee that sales on behalf of the U.S. designated airline by the Polish designated airline and other Polish organizations, during any four consecutive quarters, in countries outside the United States for passengers which are carried on all services of the U.S. designated airline will achieve a minimum level. This level will be determined as follows:

X number of U.S. citizens carried by the Polish designated airline, as shown in data of the U.S. Immigration and Naturalization Service (INS) published by the U.S. Department of Transportation, during the most recent four consecutive quarters for which such data are available.

Y X for calendar year 1978.

R 4.4 million dollars divided by Y.

If X is equal to or less than Y, the minimum level will be R multiplied by X. If X is greater than Y, the minimum level will be 4.4 million dollars, plus 75 percent of R multiplied by the first 5,000 of X in excess of Y, plus 65 percent of R multiplied by the next 5,000 of X in excess of Y, plus 55 percent of R multiplied by any additional excess of X over Y.

The U.S. designated airline will furnish the relevant INS data to the Polish designated airline on a timely basis in order to permit determination of the sales commitment during each period of four consecutive quarters. It will also furnish information on the status of the sales commitment to the Polish designated airline within 60 days after the close of each quarter in order to permit a review of the sales commitment. If a shortfall exists and is not satisfied, together with the current sales commitment, by the third quarterly review data, the Polish designated airline will, notwithstanding Article 9(E) of the Agreement, reduce the number of

weekly roundtrip frequencies to be operated in the next quarter after the foregoing third review from the number operated in the previous corresponding quarter in proportion to the shortfall, but in any event by at least one such frequency. This frequency limitation shall be removed when the sales commitment plus any shortfall has been satisfied in two consecutive reviews.

(D) The revenues earned from sales performed under paragraph (C) above may, at the option of the designated airline of the United States, be used in whole or in part to cover its local expenses connected with the operation of its air services and with the activities of its local representatives. Local expenses for which such revenues may be used include office maintenance (including salaries and rent of offices and housing), maintenance of company vehicles, advertising, landing and other airport fees, handling fees, catering, fuel necessary for servicing aircraft, and domestically produced items necessary for the maintenance and servicing of aircraft.

(E) Any revenues in excess of sums locally disbursed in accordance with paragraph (D) above may be converted and remitted in United States currency.

3. The route described in paragraph A of the Schedule attached to the Agreement is amended to read as follows:

"1. From points in the United States via intermediate points to Warsaw and one other point in Poland to be selected by the U.S. Government (footnote 1) and beyond to points outside Poland without geographical or directional limitation."

4. The route described in paragraph B of the Schedule attached to the Agreement is amended to read as follows:

"1. From points in Poland via points in Denmark, the Netherlands, Belgium, France (footnote 2) or the United Kingdom (footnote 2) and Montreal (footnote 3) to New York and one other point in the United States to be selected by the Government of Poland (footnote 4)."

Footnotes:

1. Rights to operate at this point may be exercised when the Polish designated airline is allowed to exercise right to operate at the additional point in the U.S. in paragraph B(1) below.

2. Before the exercise of these rights, the Government of Poland will select either France or the United Kingdom and notify the Government of the United States of this selection. The other point will then be deemed to be deleted from the route.

3. Montreal may be served either as an intermediate point to New York or as a point beyond New York.

4. Rights to operate at this point may be exercised when wide-bodied aircraft may operate at Warsaw airport without special conditions or limitations.

5. Each Party will allow both the scheduled and charter airlines of the other Party to operate passenger and cargo charter air services between the two countries, including services with stopovers in third countries, (A) without limitations on volume, frequency or regularity of service or on type of aircraft used; and (B) without requirements for prior approval of individual flights or series of flights. The charterworthiness of flights will be determined by the rules of the country in which the traffic originates. Articles 3, 4, 5, 6, 7, 8, 10 (as amended), 11, 12, 13 and 14 of the Agreement will apply mutatis mutandis, to charter air services. Airlines designated to operate charter air services pursuant to Article 3 of the Agreement shall be referred to as "charter designated" airlines.

6. The designated airline of each Party will continue to appoint the designated airline of the other Party as its ground handling agent at airports in the territory of that other Party for its scheduled and charter services where the designated airline has ground handling facilities available. Airport ground handling services will be provided to scheduled and charter airlines without discrimination and on a basis no less favorable than that provided for the national airline or airlines.

7. Each Party will issue appropriate visas, in accordance with its laws and regulations and without numerical limitation to crews of the airlines of the other Party who are nationals of that Party. With regard to crews who are nationals of other states, the normal procedures will be observed and these applications will be reviewed on an individual basis.

8. Both Parties confirm the right of the designated airlines to change gauge at any point or points on the routes set forth in the Schedule attached to the Agreement.

9. The foregoing understandings and any other necessary matters will be reviewed in consultations at any time, at the request of either Party, and in any event during the latter part of 1981. If agreement on continuation, amendment or recision of these understandings is not reached by March 31, 1982, the Agreement will terminate on that date.

10. Each Party will use its best efforts to allow the continuation of unrestricted and efficient operation of the aircraft which are actually used by the designated airline of the other Party, including supply of appropriate fuel at the airport regularly served.

If these understandings are acceptable to your Government, I have the honor to propose that this note and your reply to that effect constitute an Agreement between our two Governments which shall enter into force on January 1, 1979, and which shall supersede the supplementary understandings contained in the exchange of notes dated August 26, 1976, as amended by notes dated June 19 and August 11, 1978.

The Embassy of the United States of America would appreciate receiving from the Polish Government a draft confirming note on the subject agreement. Upon receipt of the draft note, the Embassy of the United States of America and the Ministry of Foreign Affairs should exchange on the same day notes confirming the agreement.

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

EMBASSY OF THE UNITED STATES OF AMERICA,
WARSAW, *January 15, 1979.*

The American Embassy to the Polish Ministry of Foreign Affairs

No. 7

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Polish People's Republic and has the honor to confirm the United States-Poland Air Agreement of November 9, 1978, with substitution of a new text for Paragraph 2C, as supplied by the Embassy of the United States to the Ministry of Transportation on December 14, 1978. The Embassy of the United States received the full text in Polish of the agreement in the Ministry of Transportation letter of December 29, 1978. The Embassy of the United States conveyed to the Ministry of Foreign Affairs the full text of the same agreement in English in Note Number 5 of January 15, 1979.

On the same day that this Note is presented to the Ministry of Foreign Affairs, the Embassy of the United States of America would appreciate receiving from the Ministry of Foreign Affairs a note confirming the subject agreement.

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

EMBASSY OF THE UNITED STATES OF AMERICA,
WARSAW, *January 30, 1979.*

The Polish Ministry of Foreign Affairs to the American Embassy

DPT 2151-1-76

Ministerstwo Spraw Zagranicznych Polskiej Rzeczypospolitej Ludowej przesyła wyrazy szacunku Ambasadzie Stanów Zjednoczonych Ameryki w Warszawie i w nawiązaniu do jej noty Nr 7 z dnia 30 stycznia 1979 r. oraz do porozumienia w sprawie komunikacji lotniczej z dnia 9 listopada 1978 r., osiągniętego między delegacjami Rządów Polskiej Rzeczypospolitej Ludowej i Stanów Zjednoczonych Ameryki, ma zaszczyt oznajmić, co następuje.

Ministerstwo Spraw Zagranicznych przekazało Ambasadzie Stanów Zjednoczonych Ameryki, w liście Ministra Komunikacji z dnia 29 grudnia 1978 r., pełny tekst porozumienia w języku polskim, z uwzględnieniem nowego tekstu paragrafu 2 c.

Ministerstwo Spraw Zagranicznych otrzymało pełny tekst porozumienia w języku angielskim, z uwzględnieniem nowego tekstu paragrafu 2c, w nocie Ambasady Stanów Zjednoczonych Ameryki Nr 5 z dnia 15 stycznia 1979 r.

Niniejsza nota, wraz z notą Ambasady Stanów Zjednoczonych Ameryki Nr 7 z dnia 30 stycznia 1979 r., stanowi potwierdzenie uzgodnień przyjętych przez oba Rządy we wspomnianym porozumieniu.

Ministerstwo Spraw Zagranicznych korzysta z okazji, aby ponowić Ambasadzie Stanów Zjednoczonych Ameryki wyrazy wysokiego poważania.

Warszawa, dnia 30 stycznia 1979 roku

Ambasada Stanów
Zjednoczonych Ameryki

w Warszawie

TRANSLATION

DPT 2151-1-76

The Ministry of Foreign Affairs of the Polish People's Republic presents its compliments to the Embassy of the United States of America at Warsaw and, with reference to Embassy note No. 7 of January 30, 1979, and to the Air Transport Agreement dated November 9, 1978, concluded between the delegations of the Governments of the Polish People's Republic and of the United States of America, has the honor to inform the Embassy of the following:

The Ministry of Foreign Affairs transmitted to the Embassy of the United States of America, in a letter from the Minister of Transportation dated December 29, 1978, the full text of the agreement in the Polish language, taking note of the new text of paragraph 2c.

The Ministry of Foreign Affairs received the full text of the agreement in the English language, with the new text of paragraph 2c, in Embassy note No. 5, dated January 15, 1979.

The above-mentioned note, together with note No. 7 of January 30, 1979, of the Embassy of the United States of America, constitute the confirmation of the agreements accepted by the two Governments with respect to the above-mentioned Agreement.

The Ministry of Foreign Affairs avails itself of this opportunity to express to the Embassy of the United States of America the renewed assurances of its high consideration.

Warsaw, January 30, 1979 [SEAL]

Embassy of the
United States of America,
Warsaw.

JAPAN

Trade in Textiles

Agreement modifying and extending the arrangement of September 27, 1974, as modified.
Effected by exchange of notes
Signed at Washington August 28, 1978;
Entered into force August 28, 1978.

The Japanese Ambassador to the Acting Secretary of State

EMBASSY OF JAPAN
WASHINGTON

August 28, 1978

Excellency:

I have the honor to refer to the recent discussions held between the representatives of the Government of Japan and the Government of the United States of America regarding the Arrangement between the Government of Japan and the Government of the United States of America concerning Trade in Cotton, Wool and Man-made Fiber Textiles between Japan and the United States of America effected by the Exchange of Notes of September 27, 1974 (hereinafter referred to as "the Arrangement"), with related letters signed at Washington on September 27 and October 1, 1974 and also regarding the Exchanges of Notes dated December 19, 1975, and February 15, 1977, [1] concerning the Arrangement. On the basis of these discussions, I have the honor to propose, on behalf of the Government of Japan, the following arrangements:

1. The Arrangement is amended to continue in force through December 31, 1978.

2. For the period beginning January 1, 1978 and extending through December 31, 1978, cotton categories 1 through 64, wool categories 101 through 128, 131 and 132 and man-made

The Honorable
Warren Christopher
Acting Secretary of State

[1] TIAS 7934, 8181, 8644; 25 UST 2499; 26 UST 2648; 28 UST 5450.

fiber categories 203 through 243 as specified in Annex B of the Arrangement shall not be subject to numerical limits other than those which may arise under the provisions of paragraph 3 hereof.

3. (1) If the Government of the United States of America considers that imports from Japan of one or more of the categories referred to in paragraph 2 hereof are increasing so as to cause a real risk of market disruption in the United States of America, the Government of the United States of America may request consultations with the Government of Japan regarding the category or categories affected.

(2) When the Government of the United States of America requests such consultations, the Government of Japan shall meet promptly with the Government of the United States of America to work out a mutually satisfactory solution to such problems as may exist with the category or categories affected. The consultations shall be concluded within thirty days from the date of the request for such consultations by the Government of the United States of America unless the two Governments agree otherwise.

(3) In the event that such consultations do not result in a mutually satisfactory solution, the Government of the United States of America may request the Government of Japan to limit the exports of the category or cate-

gories affected. In that case, the Government of Japan shall limit the exports of such category or categories, for the twelve-month period ending December 31, 1978, at levels in no case lower than 130 percent for cotton and man-made fiber categories or 109 percent for wool categories of the greater of:

(i) the levels of imports into the United States of America from Japan of such category or categories during the first twelve months of the fourteen months preceding the month in which the request for consultations was made, or

(ii) the levels of the average annual imports into the United States of America in such category or categories from Japan during the period beginning January 1, 1973, and extending through December 31, 1976.

(4) Consultations under this paragraph 3 will not be requested for any category when imports from Japan in such category are at annual levels not more than 1,000,000 square yards equivalent for each man-made fiber or cotton category other than apparel, 700,000 square yards equivalent for each man-made fiber or cotton apparel category, and 100,000 square yards for each wool category.

(5) The Government of the United States of America will provide a detailed factual statement of the reasons

and justification for its request for consultations, including data similar to that contemplated in paragraphs I and II of Annex A of the Arrangement Regarding International Trade in Textiles [1] as well as relevant data on imports from third countries. The Government of the United States of America will make similar requests for consultations to the government of other countries whose exports to the United States of America of the categories referred to in paragraph 2 hereof are subject to restraints in cases where imports from such countries in the same category are increasing.

(6) This paragraph 3 will be implemented in such a manner as to achieve the principles and objectives set out in the Arrangement Regarding International Trade in Textiles, and will only be resorted to sparingly.

(7) The two Governments recognize that exports of the categories referred to in paragraph 2 hereof from Japan to the United States of America are unlikely to contribute to conditions of market disruption in the United States of America during the period referred to in paragraph 2 hereof. Accordingly, the Government of the United States of America does not presently foresee a situation in which it would be necessary to request consultations under this paragraph 3.

(8) In case such consultations take place, the two

[1] Signed Dec. 20, 1973. TIAS 7840, 8939; 25 UST 1017; 29 UST 2287.

Governments agree that full and sympathetic consideration will be given to such treatment as specific level, growth rate and flexibility including interfiber flexibility accorded to the category or categories in question under terms of the Arrangement and to the evidence presented by the Government of the United States of America as to the real risk of market disruption. If the Government of Japan indicates that the level of restraint requested by the Government of the United States of America would result in undue hardship or inequity, the two Governments will examine such problems on the basis of relevant materials with a view to clarifying the situation and to developing a solution to such problems in a spirit of mutual confidence and cooperation and in a manner consistent with the objectives of the Arrangement Regarding International Trade in Textiles and the movement toward liberalization of the Arrangement.

4. Upon request of either Government, the two Governments agree to review the foregoing arrangements prior to December 31, 1978, taking into account the changing pattern of trade that is developing between the two countries in cotton, wool and man-made fiber textiles, and in line with the Arrangement Regarding International Trade in Textiles.

I have further the honor to propose that the present Note and Your Excellency's Note in reply confirming on behalf of the Government of the United States of America

the above arrangements shall be regarded as constituting an agreement between the two Governments which will enter into force on the date of Your Excellency's reply.

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

Fumihiko Togo [1]
Ambassador Extraordinary and
Plenipotentiary of Japan

[1] Fumihiko Togo.

The Acting Secretary of State to the Japanese Ambassador

AUGUST 28, 1978

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of today's date which reads as follows:

"EXCELLENCY:

I have the honor to refer to the recent discussions held between the representatives of the Government of Japan and the Government of the United States of America regarding the Arrangement between the Government of Japan and the Government of the United States of America concerning Trade in Cotton, Wool and Man-made Fiber Textiles between Japan and the United States of America effected by the Exchange of notes of September 27, 1974 (hereinafter referred to as the 'Arrangement'), with related letters signed at Washington on September 27 and October 1, 1974 and also regarding the Exchanges of Notes dated December 19, 1975, and February 15, 1977, concerning the Arrangement. On the basis of these discussions, I have the honor to propose, on behalf of the Government of Japan, the following arrangements:

1. The Arrangement is amended to continue in force through December 31, 1978.

2. For the period beginning January 1, 1978 and extending through December 31, 1978, cotton categories 1 through 64, wool categories 101 through 128, 131 and 132 and man-made fiber categories 203 through 243 as specified in Annex B of the Arrangement shall not be subject to numerical limits other than those which may arise under the provisions of paragraph 3 hereof.

3. (1) If the Government of the United States of America considers that imports from Japan of one or more of the categories referred to in paragraph 2 hereof are increasing so as to cause a real risk of market disruption in the United States of America, the Government of the United States of America may request consultations with the Government of Japan regarding the category or categories affected.

(2) When the Government of the United States of America requests such consultations, the Government of Japan shall meet promptly with the Government of the United States of America to work out a mutually satisfactory solution to such problems as may exist with the category or categories affected. The consultations shall be concluded within thirty days from the date of the request for such consultations by the Government of the United States of America unless the two Governments agree otherwise.

(3) In the event that such consultations do not result in a mutually satisfactory solution, the Government of the United States

of America may request the Government of Japan to limit the exports of the category or categories affected. In that case, the Government of Japan shall limit the exports of such category or categories, for the twelve-month period ending December 31, 1978, at levels in no case lower than 130 percent for cotton and man-made fiber categories or 109 percent for wool categories of the greater of:

(i) the levels of imports into the United States of America from Japan of such category or categories during the first twelve months of the fourteen months preceding the month in which the request for consultations was made, or

(ii) the levels of the average annual imports into the United States of America in such category or categories from Japan during the period beginning January 1, 1973, and extending through December 31, 1976.

(4) Consultations under this paragraph 3 will not be requested for any category when imports from Japan in such category are at annual levels not more than 1,000,000 square yards equivalent for each man-made fiber or cotton category other than apparel, 700,000 square yards equivalent for each man-made fiber or cotton apparel category, and 100,000 square yards for each wool category.

(5) The Government of the United States of America will provide a detailed factual statement of the reasons and justification for its request for consultations, including data similar to that contemplated in paragraphs I and II of Annex A of the Arrangement Regarding International Trade in Textiles as well as relevant data on imports from third countries. The Government of the United States of America will make similar requests for consultations to the governments of other countries whose exports to the United States of America of the categories referred to in paragraph 2 hereof are subject to restraints in cases where imports from such countries in the same category are increasing.

(6) This paragraph 3 will be implemented in such a manner as to achieve the principles and objectives set out in the Arrangement Regarding International Trade in Textiles, and will only be resorted to sparingly.

(7) The two Governments recognize that exports of the categories referred to in paragraph 2 hereof from Japan to the United States of America are unlikely to contribute to conditions of market disruption in the United States of America during the period referred to in paragraph 2 hereof. Accordingly, the Government of the United States of America does not presently foresee a situation in which it would be necessary to request consultations under this paragraph 3.

(8) In case such consultations take place, the two Governments agree that full and sympathetic consideration will be given to such treatment as specific level, growth rate and flexibility in-

cluding interfiber flexibility accorded to the category or categories in question under terms of the Arrangement and to the evidence presented by the Government of the United States of America as to the real risk of market disruption. If the Government of Japan indicates that the level of restraint requested by the Government of the United States of America would result in undue hardship or inequity, the two Governments will examine such problems on the basis of relevant materials with a view to clarifying the situation and to developing a solution to such problems in a spirit of mutual confidence and cooperation and in a manner consistent with the objectives of the Arrangement Regarding International Trade in Textiles and the movement toward liberalization of the Arrangement.

4. Upon request of either Government, the two Governments agree to review the foregoing arrangements prior to December 31, 1978, taking into account the changing pattern of trade that is developing between the two countries in cotton, wool and man-made fiber textiles, and in line with the Arrangement Regarding International Trade in Textiles.

I have further the honor to propose that the present Note and Your Excellency's Note in reply confirming on behalf of the Government of the United States of America the above arrangements shall be regarded as constituting an agreement between the two Governments which will enter into force on the date of Your Excellency's reply.

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

I have further the honor to confirm on behalf of my Government the foregoing arrangements and to agree that Your Excellency's note and this note shall be regarded as constituting an agreement between the two Governments which will enter into force on the date of this reply.

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

For the Acting Secretary of State:

JULIUS L. KATZ

His Excellency
FUMIHIKO TOGO,
Ambassador of Japan.

JAPAN

Trade in Textiles

Agreement modifying the arrangement of September 27, 1974, as modified and extended.
Signed at Washington August 28, 1978;
Entered into force August 28, 1978.

Washington, August 28, 1978

Record of Discussions

1. During the course of talks between the delegations of Japan and the United States of America on trade in textile products held in Tokyo on July 27 and 29, 1978, Japanese exports to the United States of cotton knit shirts (former category 43), man-made fiber knit shirts (former category 219) and woven fabrics wholly of continuous man-made fiber (former category 208) were discussed.

2. The United States side explained its overall import situation with respect to former categories 43, 219 and 208, and requested Japanese cooperation by limiting its exports of these three items. The Japanese side expressed its readiness and intent to conduct its exports of the said items to the United States so as not to exceed the following levels during the twelve-month period ending December 31, 1978, and the United States side concurred:

former category 43:	1,910,000 dozens
former category 219:	1,870,500 dozens
former category 208:	204,000,000 square yards

Hironari Masago [1]
For the delegation
of
Japan

Michael B. Smith [2]
For the delegation
of
the United States of America

[1] Hironari Masago.
[2] Michael B. Smith.

HONG KONG

Trade: Non-Rubber Footwear

Understanding effected by exchange of letters
Signed at Hong Kong October 24, 1978;
Entered into force October 24, 1978.

The Hong Kong Director of Trade, Industry and Customs to the American Consul General

FROM THE DIRECTOR
TRADE INDUSTRY AND CUSTOMS DEPARTMENT
HONG KONG

24 October 1978

Dear Mr. Shoesmith,

I attach a copy of an Order made on 13 October 1978 under the Import and Export (General) Regulations. The effect of this Order is to require all footwear exported from Hong Kong to be subject to licensing except for goods which are in transit.

2. Following consultations between representatives of the Government of Hong Kong and the Government of the United States in Hong Kong in August, and in Washington in September 1978,

having regard to the agreements which the Government of the United States has entered into with certain countries on trade in non-rubber footwear,

in view of the concern expressed by the Government of the United States regarding increased exports of such products from Hong Kong to the United States,

in view of the traditional role of Hong Kong as an entrepot,

in view of the need to distinguish between non-rubber footwear which meets the origin criteria of the Government of Hong Kong and other exports from Hong Kong of non-rubber footwear,

the Government of Hong Kong has decided to introduce by 15 October 1978 if possible but not later than 1 November 1978 as a condition for the issue of a licence of export to the United States of the non-rubber footwear listed in Annex I of Hong Kong origin as defined in Annex II that exporters shall obtain a Certificate of Hong Kong Origin issued by the competent authorities in Hong Kong. These authorities are listed in Annex III.

3. The Certificate of Hong Kong Origin will be in the form set out in Annex IV. The words "Made in Hong Kong" which appear in the Certificate of Hong Kong Origin mean that all the manufacturing processes listed in Annex II have been carried out in Hong Kong and the officer authorized to sign the Certificate of Hong Kong Origin has satisfied himself to this effect.

4. It is the understanding of the Government of Hong Kong that the United States authorities will accept entry of all such products when accompanied by a valid Certificate of Hong Kong Origin issued by the competent authorities in Hong Kong as earlier discussed and as elaborated in your letter to the Government of Hong Kong of today's date

and when other appropriate United States entry requirements are met. Procedures will be introduced where the facts allow, to provide for the issue or re-issue of Certificates of Hong Kong Origin in cases where such certificates are lost or shipments are otherwise unaccompanied by valid Certificates of Hong Kong Origin.

5. It is the understanding of the Government of Hong Kong that nothing in these administrative arrangements shall preclude either government from exercising its GATT[1] rights. Should either government contemplate exercising its GATT rights, it shall afford full opportunity to the other for prior consultation. In critical circumstances where delay would cause damage difficult to repair, GATT rights may be exercised provisionally without prior consultations on the condition that consultations shall be effected immediately after taking the action.

6. In any consultations, the Governments of the United States and Hong Kong shall seek mutually acceptable arrangements to meet the concerns of the United States.

7. Notwithstanding paragraph 5 above, the Government of Hong Kong will not demur should the Government of the United States, in order to maintain the effectiveness of its agreements with certain other countries, which would otherwise be disrupted, deny entry of imports from Hong Kong of the non-rubber footwear listed in Annex I of your letter of today's date when such products are not accompanied by a valid Certificate of Hong Kong Origin.

8. It is the understanding of the Government of Hong Kong that either government may request consultations to meet the concerns of either government at any time on any matters arising from these arrangements.

9. The Government of Hong Kong understands that these arrangements will be reviewed by both governments no later than 30 June 1979.

10. The Government of Hong Kong understands that these arrangements shall remain in force until 30 June 1981 unless earlier modified or terminated after consultations and without objection by either party, or unless terminated by either party on giving 60 days prior written notice to the other party.

11. This letter and your letter of today's date on behalf of the Government of the United States, shall constitute an understanding between the Governments of the United States and Hong Kong with regard to the administrative actions set forth in these letters.

---

[1] TIAS 1700; 61 Stat., pts. 5 and 6.
[Footnote added by the Department of State.]

12. Accept, Sir, the renewal of my highest consideration.

Yours sincerely,

David Jordan

(D.H. Jordan)

Mr. Thomas P. Shoesmith,
Consul-General,
Consulate-General of the
United States of America,
26 Garden Road,
Hong Kong.

Annex I

Non-Rubber Footwear

Description	HKIEC No.
I. Footwear of leather (except footwear with uppers of fibres)	ex 851023 ex 851024 851027 851028 ex 851029
II. Footwear of plastics	851012 ex 851014 (Note 1) ex 851015 (Note 2) ex 851021 (Note 3) ex 851022 (Note 3) ex 851023 ex 851024 ex 851029
III. Footwear with uppers of fibres and soles of materials other than rubber and footwear of wood and other materials not described above, except footwear with soles and uppers of wool felt and disposable footwear designed for one time use	ex 851021 (Note 3) ex 851022 (Note 3) 851026 851030 851040 (Note 4) 851050

Note 1 : excluding thonged sandals of plastic materials falling within HKIEC No. 851014

Note 2 : excluding protective footwear (i.e. hunting boots, galoshes, rainwear and other footwear designed to be worn over, or in lieu of, other footwear as a protection against water, oil, grease, or chemicals or cold or inclement weather) of plastic materials falling within HKIEC No. 851015

Note 3 : excluding footwear with textile uppers and soles of rubber or plastic materials falling within HKIEC No. 851021 and 851022

Note 4 : excluding footwear of wool felt and disposable footwear falling within HKIEC No. 851040

Annex II

Definition of Hong Kong Origin

Non-rubber footwear may be certifiable as of Hong Kong origin if it has undergone all of the following processes in Hong Kong:

(1) The footwear upper is made in Hong Kong;

(2) the sole is made in Hong Kong; and

(3) the upper and the sole are assembled in Hong Kong into the final product.

Annex III

Approved Certificate of Origin Issuing Authorities

The organisations designated by the Hong Kong Government as competent to issue Certificates of Origin under Article 11 of the International Convention for the Simplification of Customs Formalities 1923 are :-

(1) Trade Industry and Customs Department
(2) Hong Kong General Chamber of Commerce
(3) Indian Chamber of Commerce, Hong Kong
(4) Federation of Hong Kong Industries
(5) Chinese Manufacturers' Association of Hong Kong
(6) Chinese General Chamber of Commerce

Annex IV

EXPORTER (Full Name & Address)		*Certificate No.*	
CONSIGNEE (If required)		GOVERNMENT OF HONG KONG CERTIFICATE OF HONG KONG ORIGIN	
Carrier	Port of Loading	Date of Departure	Country of Destination
Port of Discharge	Final Destination. If on Carriage	(on or about)	Factory Number

Mark(s) & Number(s)	Number and Type of Packages & Description of Goods	Quantity or Weight (in words and figures)	Brand Names or Labels (if any)
	SPECIMEN		

I hereby certify that the goods described above were made in Hong Kong.

CUSTOMS
TRADE INDUSTRY DEPARTMENT

ORIGINAL—WHITE
DUPLICATE—YELLOW
TRIPLICATE—LIGHT BLUE

DATE OF ISSUE 13 X 78 HONG KONG

.....DIRECTOR OF TRADE INDUSTRY & CUSTOMS.....
for Director of Commerce and Industry

CROWN COPYRIGHT RESERVED

C. & I. 16 (Rev.)

ORIGINAL

EXPORTER (Full Name & Address)	*Certificate No.*
CONSIGNEE (If required)	ISSUED BY THE HONG KONG GENERAL CHAMBER OF COMMERCE *Approved and designated as an issuing authority by the Hong Kong Government under the Customs Formalities Convention of 1923.* CERTIFICATE OF HONG KONG ORIGIN

Carrier	Port of Loading	Date of Departure	Country of Destination
Port of Discharge	Final Destination. If on Carriage	(on or about)	Factory Number

Mark(s) & Number(s)	Number and Type of Packages & Description of Goods	Quantity or Weight (in words and figures)	Brand Names or Labels (if any)

SPECIMEN

I hereby certify that the goods described above were made in Hong Kong.

FOR THE HONG KONG GENERAL CHAMBER OF COMMERCE

DATE

CC1

EXPORTER (Full Name & Address)

CONSIGNEE (If required)

Certificate No.

ISSUED BY

THE INDIAN CHAMBER OF COMMERCE HONG KONG

Approved and designated as an issuing authority by the Hong Kong Government under the Customs Formalities Convention of 1923

CERTIFICATE OF HONG KONG ORIGIN

ORIGINAL

Carrier	Port of Loading	Date of Departure	Country of Destination
Port of Discharge	Final Destination. If on Carriage	(on or about)	Factory Number

Mark(s) & Number(s)	Number and Type of Packages & Description of Goods	Quantity or Weight (in words and figures)	Brand Names or Labels (If any)

SPECIMEN

I hereby certify that the goods described above were made in Hong Kong.

THE INDIAN CHAMBER OF COMMERCE HONG KONG

FOR THE INDIAN CHAMBER OF COMMERCE HONG KONG

DATE

Secretary

EXPORTER (Full Name & Address)		*Certificate No.*	
CONSIGNEE (If required)		**FEDERATION OF HONG KONG INDUSTRIES** Approved and designated as an issuing authority by the Hong Kong Government under the Customs Formalities Convention of 1923 **CERTIFICATE OF HONG KONG ORIGIN** **ORIGINAL**	
Carrier	Port of Loading	Date of Departure	Country of Destination
Port of Discharge	Final Destination, If on Carriage	(on or about)	Factory Number
Mark(s) & Number(s)	Number and Type of Packages & Description of Goods	Quantity or Weight (in words and figures)	Brand Names or Labels (if any)

SPECIMEN

I hereby certify that the goods described above were made in Hong Kong.

FEDERATION OF HONG KONG INDUSTRIES CERTIFICATES OFFICE

Director, Federation of Hong Kong Industries

CONDITIONS OF ISSUE

1. This certificate is issued in duplicate, the original having the embossed seal of the Federation's Certificates Office over the signature of the officer signing the certificate. The duplicate, which is marked as such, is a true copy of the original and can be used for any purpose for which a true copy is required.
2. The manufacturer's name and address are omitted where the exporter has indicated that he does not wish such particulars to be disclosed.
3. This certificate is valid for 6 months from the date of issue. In the event of loss, the full circumstances must be reported immediately to the Federation. Duplicate or other copies cannot, in any circumstances, be endorsed as valid in lieu of the original until the validity of the latter has expired or until acceptable proof has been furnished of the destruction of the original.

CERTIFICATE OF HONG KONG ORIGIN

EXPORTER (Full Name & Address)

CONSIGNEE (If required)

ORIGINAL

FEDERATION OF
HONG KONG INDUSTRIES

Approved and designated as an issuing authority by the Hong Kong Government under the Customs Formalities Convention of 1923

Date of issue

Carrier	Sea / Airport of Loading HONG KONG	Date of Departure (on or about)	Country of Destination
Port of Discharge	Final Destn. (If on Carriage)		

Mark(s) & Number(s)	Number and Type of Packages & Description of Goods	Quantity or Weight	Brand Names or Labels (if any)
	SPECIMEN		

I hereby certify that the goods described above were made in Hong Kong.

FEDERATION OF HONG KONG INDUSTRIES CERTIFICATE OFFICE

Director, Federation of Hong Kong Industries

CONDITIONS OF ISSUE

1. This certificate is issued in duplicate. the original having the embossed seal of the Federation's Certificates Office over the signature of the officer signing the certificate. The duplicate, which is marked as such, is a true copy of the original and can be used for any purpose for which a true copy is required.
2. The manufacturer's name and address are omitted where the exporter has indicated that he does not wish such particulars to be disclosed.
3. This certificate is valid for 6 months from the date of issue. In the event of loss, the full circumstances must be reported immediately to the Federation. Duplicate or other copies cannot, in any circumstances, be endorsed as valid in lieu of the original until the validity of the latter has expired or until acceptable proof has been furnished of the destruction of the original.

EXPORTER (FULL NAME & ADDRESS)		CERTIFICATE NO DATE OF ISSUE THE CHINESE MANUFACTURERS' ASSOCIATION OF HONG KONG Approved and designated as an issuing authority by the Hong Kong Government under the Customs Formalities Convention of 1923 CERTIFICATE OF HONG KONG ORIGIN	
CONSIGNEE (IF REQUIRED)			
CARRIER	PORT OF LOADING	DATE OF DEPARTURE	COUNTRY OF DESTINATION
PORT OF DISCHARGE	FINAL DESTN. IF ON CARRIAGE	(on or about)	FACTORY NUMBER

MARK(S) & NUMBER(S)	NUMBER AND TYPE OF PACKAGES & DESCRIPTION OF GOODS	QUANTITY OR WEIGHT (in words and figures)	BRAND NAMES OR LABELS (if any)
	SPECIMEN		

I HEREBY CERTIFY THAT THE GOODS DESCRIBED ABOVE WERE MADE IN HONG KONG

for President of
THE CHINESE MANUFACTURERS' ASSOCIATION OF HONG KONG

ORIGINAL—WHITE
DUPLICATE/COPY—YELLOW
TRIPLICATE—PINK

COPYRIGHT RESERVED

CONDITIONS OF ISSUE

1. This certificate is issued in duplicate the original having the embossed seal of the Association's Certificates Office over the signature of the officer signing the certificate. The duplicate, which is marked as such, is a true copy of the original and can be used for any purpose for which a true copy is required.

2. The manufacturer's name and address are omitted where the exporter has indicated that he does not wish such particulars to be disclosed.

3. This certificate is valid for 4 months from the date of issue In the event of loss the full circumstances must be reported immediately to the Association. Duplicate or other copies cannot, in any circumstances, be endorsed as valid in lieu of the original until the validity of the latter has expired or until acceptable proof has been furnished of the destruction of the original.

4. This certificate is issued under the authority granted to the Chinese Manufacturers' Association of Hong Kong under the Protection of Non-Government Certificates of Origin Ordinance.

EXPORTER (Full Name & Address)		*Certificate No.*	
CONSIGNEE (If required)		ISSUED BY 香港中華總商會 THE CHINESE GENERAL CHAMBER OF COMMERCE HONG KONG *Approved and designated as an issuing authority by the Hong Kong Government under the Customs Formalities Convention of 1923.* CERTIFICATE OF HONG KONG ORIGIN ORIGINAL	
Carrier	Port of Loading	Date of Departure	Country of Destination
Port of Discharge	Final Destination. If on Carriage	(on or about)	Factory Number

Mark(s) & Number(s)	Number and Type of Packages & Description of Goods	Quantity or Weight (in words and figures)	Brand Names or Labels (if any)
	SPECIMEN		

I hereby certify that the goods described above were made in Hong Kong.

The Chinese General Chamber of Commerce • Hong Kong • 香港中華總商會

FOR THE CHINESE GENERAL CHAMBER OF COMMERCE HONG KONG

DATE

CGCC 01

IMPORT AND EXPORT ORDINANCE
(Chapter 60)

IMPORT AND EXPORT (GENERAL) REGULATIONS
(Cap 60, Sub. Leg.)

IMPORT AND EXPORT (GENERAL) REGULATIONS
(AMENDMENT OF SECOND SCHEDULE) ORDER 1978

In exercise of the powers conferred by regulation 7 of the Import and Export (General) Regulations, the Director of Trade, Industry and Customs hereby makes the following order -

Citation and commencement.

1. This order may be cited as the Import and Export (General) Regulations (Amendment of Second Schedule) Order 1978 and shall come into operation on the 22nd October 1978.

Amendment of Second Schedule. (Cap. 60, sub. leg.)

2. The Second Schedule to the principal regulations is amended by inserting after item 6 the following -

"7. Footwear. All countries.".

D H Jaden

Director of Trade, Industry and Customs.

13 October 1978.

Explanatory Note

This order adds footwear to the list of articles specified in the Second Schedule to the Import and Export (General) Regulations which may not be exported, except under and in accordance with a licence issued under section 3 of the Import and Export Ordinance.

The American Consul General to the Hong Kong Director of Trade, Industry and Customs

CONSULATE GENERAL OF THE
UNITED STATES OF AMERICA

HONG KONG

October 24, 1978

The Honorable D.H. Jordan, C.M.G., M.B.E., J.P.
Director of Trade, Industry and Customs
Trade Industry and Customs Department
Ocean Centre, Room 1501, 15/F
Canton Road
Kowloon

Dear Mr. Jordan:

This is to acknowledge your letter of today's date detailing measures to be taken by the Government of Hong Kong with respect to certain non-rubber footwear, which reads as follows:

Dear Mr. Shoesmith:

1. I attached a copy of an order made on 13 October, 1978 under the Import and Export (General) Regulations. The effect of this order is to require all footwear exported from Hong Kong to be subject to licensing except for goods which are in transit.

2. Following consultations between representatives of the Government of Hong Kong and the Government of the United States in Hong Kong in August, and in Washington in September 1978, having regard to the Agreements which the Government of the United States has entered into with certain countries on trade in non-rubber footwear, in view of the concern expressed by the Government of the United States regarding increased exports of such products from Hong Kong to the United States, in view of the traditional role of Hong Kong as an entrepot, in view of the need to distinguish between non-rubber footwear which meets the origin criteria of the Government of Hong Kong and other exports from Hong Kong of non-rubber footwear, the Government of Hong Kong has decided to introduce by 15 October 1978 if possible but not later than 1 November, 1978 as a condition for the issue of a licence of export to the United States of the non-rubber footwear listed in Annex I of Hong Kong origin as defined in Annex II that exporters shall obtain a certificate of Hong Kong origin issued by the competent

authorities in Hong Kong. These authorities are listed in Annex III.

3. The certificate of Hong Kong origin will be in the form set out in Annex IV. The words "made in Hong Kong" which appear in the certificate of Hong Kong origin mean that all the manufacturing processes listed in Annex II have been carried out in Hong Kong and the officer authorized to sign the certificate of Hong Kong origin has satisfied himself to this effect.

4. It is the understanding of the Government of Hong Kong that the United States authorities will accept entry of all such products when accompanied by a valid certificate of Hong Kong origin issued by the competent authorities in Hong Kong as earlier discussed and as elaborated in your letter to the Government of Hong Kong of today's date and when other appropriate United States entry requirements are met. Procedures will be introduced where the facts allow, to provide for the issue or re-issue of certificates of Hong Kong origin in cases where such certificates are lost or shipments are otherwise unaccompanied by valid certificates of Hong Kong origin.

5. It is the understanding of the Government of Hong Kong that nothing in these administrative arrangements shall preclude either government from exercising its GATT rights. Should either government contemplate exercising its GATT rights, it shall afford full opportunity to the other for prior consultation. In critical circumstances where delay would cause damage difficult to repair, GATT rights may be exercised provisionally without prior consultations on the condition that consultations shall be effected immediately after taking the action.

6. In any consultations, the Governments of the United States and Hong Kong shall seek mutually acceptable arrangements to meet the concerns of the United States.

7. Notwithstanding paragraph 5 above, the Government of Hong Kong will not demur should the Government of the United States, in order to maintain the effectiveness of its agreements with certain other countries, which would otherwise be disrupted, deny entry of imports from

Hong Kong of the non-rubber footwear listed in Annex I of your letter of today's date when such products are not accompanied by a valid certificate of Hong Kong origin.

8. It is the understanding of the Government of Hong Kong that either government may request consultations to meet the concerns of either government at any time on any matters arising from these arrangements.

9. The Government of Hong Kong understands that these arrangements will be reviewed by both governments no later than 30 June 1979.

10. The Government of Hong Kong understands that these arrangements shall remain in force until 30 June 1981 unless earlier modified or terminated after consultations and without objection by either party, or unless terminated by either party on giving 60 days prior written notice to the other party.

11. This letter and your letter of today's date on behalf of the Government of the United States, shall constitute an understanding between the Governments of the United States and Hong Kong with regard to the administrative actions set forth in these letters.

12. Accept, sir, the renewal of my highest consideration.

Yours sincerely,
D.H.Jordan (signed)

The Government of the United States of America appreciates the decision by the Government of Hong Kong to take these administrative actions, to help assure that present agreements covering trade in non-rubber footwear between the Government of the United States of America and certain other governments, implemented pursuant to Presidential Proclamation 4510 on June 22, 1977,[1] do not become ineffective. Further, the Government of the United States of America agrees that the understandings set forth in your letter of today's date correspond to the understandings of the Government of the United States of America with respect to the subject, contained therein, in order to administer efficiently the above-mentioned Agreements, which account for a major part of United States' imports of the articles

[1] 42 Fed. Reg. 32430.
[Footnote added by the Department of State.]

covered by the Agreements, the President has delegated to the special representative for trade negotiations the authority found in United States statutes, to initiate consultations with countries from which imports have increased and which may be threatening the effectiveness of the Agreements and to take action under United States law to provide for the issuing of regulations affecting entry or withdrawal from warehouse for consumption, of such articles (19 USC 2253 G) (2).

Accordingly and following consultation with the Government of Hong Kong, the Government of the United States of America will take the following administrative actions pursuant to United States statutes.

A. The United States authorities shall accept entry of non-rubber footwear products when accompanied by a valid certificate of Hong Kong origin issued by the competent authorities in Hong Kong, and when such products meet all other U.S. entry requirements.

B. The United States authorities may deny entry to imports of the non-rubber footwear listed in Annex I of this letter when such products are not accompanied by a valid certificate of Hong Kong origin.

Such non-rubber footwear exported[1] from Hong Kong to the United States on or after November 15, 1978 will require a valid certificate of Hong Kong origin (in the form set out in Annex IV of the letter of today's date of the Government of Hong Kong) in order to permit entry or withdrawal from warehouse for consumption in the United States.

Non-rubber footwear exported[1] from Hong Kong to the United States prior to November 15, 1978 will not be allowed entry or withdrawal from warehouse for consumption in the United States after January 31, 1979 without a valid certificate of Hong Kong origin.

[1]The date on which goods are "exported" shall be the date on which the export carrier last departs Hong Kong.

C. These U.S. administrative actions will be in effect until June 30, 1981, unless earlier modified or terminated in accordance with the understanding recorded in this letter and your letter of today's date.

This letter and your letter of today's date quoted above constitutes an understanding between our two governments with regard to the administrative actions set forth in these letters.

Accept, sir, the renewal of my highest consideration.

Yours sincerely,

Thomas P. Shoesmith
Consul General

ANNEX I

PRODUCT COVERAGE

The following items from the Tariff Schedules of the United States annotated (as revised January 1, 1978) are covered by the United States Administrative Arrangements:

Footwear provided for in items 700.05 through 700.85 inclusive (except item 700.51, 700.52, 700.53, 700.54, 700.60, 700.75, and disposable footwear designed for one-time use provided for in item 700.85) of the Tariff Schedules of the United States (TSUS).

MACAO

Trade in Textiles and Textile Products

Agreement amending the agreement of March 3, 1975, as amended and extended.
Effected by exchange of notes
Signed at Hong Kong and Macao August 10 and October 26, 1978;
Entered into force October 26, 1978;
Effective January 1, 1978.

The American Consul General to the Macao Director of Economic Services

Consulate General
of the
United States of America

No. 4 Hong Kong, August 10, 1978

Sir:

I have the honor to refer to the Arrangement Regarding International Trade in Textiles, with Annexes, done at Geneva on December 23, 1973,[1] and extended by protocol adopted on December 14, 1977[2] at Geneva (hereinafter referred to as the Arrangement), and to the Agreement Relating to Trade in Cotton, Wool and Man-made Fiber Textiles and Textile Products between Portugal and the United States of America of March 3, 1975, as amended,[3] (the Agreement). I have also the honor to refer to the new system of classifying textiles and textile products by category implemented by the United States of America on January 1, 1978 and to discussions between representatives of our two governments concerning the Agreement and the new system of classifying textiles and textile products, held in Hong Kong on February 14, 1978. As a result of these discussions, I wish to propose the following amendment to the Agreement:

1. This Amendment shall be effective as of January 1, 1978.

2. Paragraph 3 of the Agreement is amended to read as follows: "Within the Aggregate Limit, the following Group Limits shall apply for the Fourth Agreement Year:

The Honorable
Dr. Armando Gil Lopes de Campos
Director of Economic Services
Goverment of Macau
Macau

[1] Should read "December 20, 1973". TIAS 7840; 25 UST 1001.
[2] TIAS 8939; 29 UST 2287.
[3] TIAS 8027, 8672; 26 UST 215; 28 UST 6119.

GROUP	LIMIT (IN SQUARE YARDS EQUIVALENT)
I Categories 300-369 and 600-669	36,683,370
II Categories 400-469	1,471,413

3. Paragraph 4 of the Agreement is amended to read as follows:

"Within the applicable Group Limit, the following Specific Limits shall apply for the Fourth Agreement Year:

Category	Description	Units	Square Yards Equivalent
333/334/335	Coats	73,050 doz.	
339	Knit Tops, W, G and I	432,502 doz:	3,114,014
347/348	Trousers	230,407 doz.	4,101,245
633/634/635	Coats.	162,509 doz.	
638/639	Knit Tops	—	10,438,626
645/646	Sweaters	87,888 doz.	3,234,278
647/648	Trousers	177,297 doz.	3,155,887
445/446	Sweaters	66,576 doz.	990,651

4. Paragraph 7 of the Agreement is amended by the addition of the following subparagraph:

—"(E) If there shall be difference of view between the two governments with respect to the allocation of shortfall in Categories subject to Specific Limits, the two governments agree to consult promptly, and in any case within the first six months of the Agreement Year subsequent to the Agreement Year in which the shortfall occurred to resolve such differences on a mutually satisfactory basis. Pending resolution of such differences, if any, the Government of Macau may allocate shortfall in such Categories on the basis of trade statistics and trade information provided by the United States in accordance with paragraph 10 of this Agreement."

5. The third and fourth sentences of Paragraph 8 of the Agreement are amended to read as follows:

"Until agreement on a different level of exports is reached, Macau shall limit exports from Macau to the United States of America in the Category in question to the Consultation Level in effect at the time of the request for consultations. For each Agreement Year, the Consultation Level for each Category not subject to a Specific Limit, or to a Designated Consultation Level set out in Annex B, shall be 1,000,000 square yards equivalent for Categories 300-330, 360-369, 600-630 and 660 to 669, 700,000 square yards for Categories 331-359 and 631-659; and 102,010 square yards equivalent for Categories 400-469. Consultation Levels are designated in Annex B."

6. Subparagraph 11 (A) of the Agreement is amended to read as follows:
"In implementing this Agreement, the system of Categories and the rates of conversion into square yards equivalent listed in Annex A hereto shall apply, except as set out in subparagraph 11 (D)."

7. Paragraph 11 of the Agreement is amended by the inclusion of the following subparagraph:

"(D) For purposes of this Agreement, the group of Categories below are merged and treated as single Categories as indicated:

Categories Merged	Designated in Agreement
333,334,335	333/334/335
347,348	347/348
445,446	445/446
633,634,635	633/634/635
638,639	638/639

For purposes of computing charges to the Aggregate, Group and Specific Limits for the Categories cited above, the rates of conversion for individual Categories set out in Annex A shall be applied.

8. The Agreement is amended by the inclusion of a new paragraph which reads as follows:

"18. During the 1978 Agreement Year, each government shall maintain records of imports or exports, as appropriate, of cotton suits, the component parts of which were charged to two or more of Categories 333,334,335,342, 347, and 348. If the Government of the United States of America requests consultation with the Government of Macau prior to the end of the 1978 Agreement Year with a view to creating a separate Specific Limit for cotton suits, the Government of Macau agrees to consult promptly with the Government of the United States of America.

9. Annex A to the Agreement is replaced with Annex A to this Amendment. Annex B to this Amendment is added to the Agreement, as Annex B. If this proposal is acceptable to the Government of Macau, this note and your note of confirmation on behalf of the Government of Macau shall constitute an Amendment to the Agreement which will enter into force on the date of your note of confirmation.

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

[1]

Enclosures:
1. Annex A
2. Annex B

[1] Thomas P. Shoesmith.

Annex A

Category	Description	Conversion Factor	Unit of Measure
	Yarn		
	Cotton		
300	Carded	4.6	Lb.
301	Combed	4.6	Lb.
	Wool		
400	Tops and yarn	2.0	Lb.
	Man-made fiber		
600	Textured	3.5	Lb.
601	Cont. cellulosic	5.2	Lb.
602	Cont. noncellulosic	11.6	Lb.
603	Spun cellulosic	3.4	Lb.
604	Spun noncellulosic	4.1	Lb.
605	Other yarns	3.5	Lb.
	Fabric		
	Cotton		
310	Ginghams	1.0	SYd.
311	Velveteens	1.0	SYd.
312	Corduroy	1.0	SYd.
313	Sheeting	1.0	SYd.
314	Broadcloth	1.0	SYd.
315	Printcloths	1.0	SYd.
316	Shirtings	1.0	SYd.
317	Twills and Sateens	1.0	SYd.
318	Yarn-dyed	1.0	SYd.
319	Duck	1.0	SYd.
320	Other fabrics, not knit	1.0	SYd.

Category	Description	Conversion Factor	Unit of Measure
	Wool		
410	Woolens and worsted	1.0	SYd.
411	Tapestries and upholstery	1.0	SYd.
425	Knit	2.0	Lb.
429	Other Fabrics	1.0	SYd.
	Man-made fiber		
610	Cont. cellulosic, not knit	1.0	SYd.
611	Spun cellulosic, not knit	1.0	SYd.
612	Cont. noncellulosic, not knit	1.0	SYd.
613	Spun noncellulosic, not knit	1.0	SYd.
614	Other fabrics, not knit	1.0	SYd.
625	Knit	7.8	Lb.
626	Pile and tufted	1.0	SYd.
627	Specialty	7.8	Lb.
	Apparel		
	Cotton		
330	Handkerchiefs	1.7	Dz.
331	Gloves	3.5	Dpr.
332	Hosiery	4.6	Dpr.
333	Suit-type coats, M and B	36.2	Dz.
334	Other coats, M and B.	41.3	Dz.
335	Coats, W, G and I	41.3	Dz.
336	Dresses (including uniforms)	45.3	Dz.
337	Playsuits, sunsuits, washsuits, creepers	25.0	Dz.
338	Knit shirts, (including T-shirts, other and sweatshirts) M and B	7.2	Dz.
339	Knit shirts and blouses including T-shirts, other and sweatshirts) W, G and I	7.2	Dz.
340	Shirts, not knit	24.0	Dz.
341	Blouses, not knit	14.5	Dz.
342	Skirts	17.8	Dz.

Category	Description	Conversion Factor	Unit of Measure
345	Sweaters	36.8	Dz.
347	Trousers, slacks, and shorts (outer) M and B	17.8	Dz.
348	Trousers, slacks and shorts (outer) W, G and I	17.8	Dz.
349	Brassieres, etc.	4.8	Dz.
350	Dressing gowns, including bathrobes, and beach robes lounging gowns, house coats, and dusters	51.0	Dz.
351	Pajamas and other nightwear	52.0	Dz.
352	Underwear (including union suits)	11.0	Dz.
359	Other apparel	4.6	Lb.
Wool			
431	Gloves	2.1	Dpr.
432	Hosiery	2.8	Dpr.
433	Suit-type coats, M and B	3.0	No.
434	Other Coats, M and B	4.5	No.
435	Coats, W, G and I	4.5	No.
436	Dresses	4.1	No.
438	Knit shirts and blouses	15.0	Dz.
440	Shirts and Blouses, not knit	24.0	Dz.
442	Skirts	1.5	No.
443	Suits, M and B	4.5	No.
444	Suits, W, G and I	4.5	No.
445	Sweaters, M and B	14.88	Dz.
446	Sweaters, W, G and I	14.88	Dz.
447	Trousers, slacks, and shorts (outer) M and B	1.5	No.
448	Trousers, slacks and shorts (outer) - W, G and I	1.5	No.
459	Other Wool apparel	2.0	Lb.

Category	Description	Conversion Factor	Unit of Measure
	Man-Made Fiber		
630	Handkerchiefs	1.7	Dz.
631	Gloves	3.5	Dpr.
632	Hosiery	4.6	Dpr.
633	Suit-Type Coats, M and B	36.2	Dz.
634	Other coats, M and B	41.3	Dz.
635	Coats, W, G and I	41.3	Dz.
636	Dresses	45.3	Dz.
637	Playsuits, Sunsuits, Washsuits, etc.	21.3	Dz.
638	Knit Shirts, (Inc. T-Shirts), M and B	18.0	Dz.
639	Knit Shirts and Blouses (Inc. T-Shirts), W, G and I	15.0	Dz.
640	Shirts, N.K.	24.0	Dz.
641	Blouses, N.K.	14.5	Dz.
642	Skirts	17.8	Dz.
643	Suits, M and B	4.5	No.
644	Suits, W, G and I	4.5	No.

Category		Description	Conversion Factor	Unit of Measure
645		Sweaters, M and B	36.8	Dz.
646		Sweaters, W, G and I	36.8	Dz.
647		Trousers, slacks, and shorts (outer), M and B	17.8	Dz.
648		Trousers, slacks and shorts (outer), W, G and I	17.8	Dz.
649		Brassieres, etc.	4.8	Dz.
650		Dressing Gowns, including bath and beach robes	51.0	Dz.
651		Pajamas and other nightwear	52.0	Dz.
652		Underwear	16.0	Dz.
659		Other apparel	7.8	Lb.
	Made-ups and Misc.			
360	Cotton	Pillowcases	1.1	No.
361		Sheets	6.2	No.
362		Bedspreads and quilts	6.9	No.
363		Terry and other pile towels	0.5	No.
369		Other cotton manufactures	4.6	Lb.
	Wool			
464		Blankets and auto robes	1.3	Lb.
465		Floor covering	0.1	SFt.
469		Other Wool Manufactures	2.0	Lb.
	Man-made Fiber			
665		Floor coverings	0.1	Sft.
666		Other furnishings	7.8	Lb.
669		Other man-made manufactures	7.8	Lb.

Annex B

Annual Consultation Levels for Categories not subject to Minimum Consultation Levels.

Category	Description	Units	Square Yards Equivalent
317	Twill and sateen	2,257,813 Syd.	2,257,813
340	Shirts, not knit	93,625 Doz.	2,247,000
652	Underwear	149,583 Doz.	2,393,328
659	Other apparel	203,724 Lb.	1,589,047

The Macao Director of Economic Services to the Head of the United States Textiles Delegation

S. R.

REPARTIÇÃO DOS SERVIÇOS DE ECONOMIA

Mr. Michael Smith
Minister & Head of U.S. Textiles Delegation
c/o Consulate General of USA
26, Garden Road, Central,
HONGKONG

Sua referência | Sua comunicação de | Nossa referência 2915 | Caixa Postal n.º 122

ASSUNTO:

Macau, 26th October, 1978.

Dear Mr. Smith,

I have the honour to refer to your letter of July 22, 1978, regarding specific points of our textiles Agreement agreed upon our meeting held in Hong Kong last July.

I also have the honour to refer to the Consulate's letter of August 10, 1978.

This note is to confirm on behalf of the Government of Macau that the Amendments to the Agreement which have been discussed and agreed have been accepted by this Government.

I take this opportunity to renew the assurances of my high consideration.

Yours sincerely,

Armando Lopes de Campos
Director

AC/fc..

EGYPT

Agricultural Commodities

Agreement signed at Cairo November 8, 1978;
Entered into force November 8, 1978.
With agreed minutes
Signed at Cairo November 2, 1978.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT FOR SALES OF AGRICULTURAL COMMODITIES UNDER PUBLIC LAW 480 TITLE I PROGRAM

The Government of the United States of America and the Government of the Arab Republic of Egypt have agreed to the sales of agricultural commodities specified below. This agreement shall consist of the preamble, Parts I and III, of the P.L. 480, Title I Agreement of June 7, 1974,[1] together with the following Part II:

PART II - PARTICULAR PROVISIONS:

ITEM I. COMMODITY TABLE:

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Million Dollars)
Wheat/Wheat Flour (Grain Equivalent Basis)	1979	1,500,000	214.0
		TOTAL	214.0

ITEM II. PAYMENT TERMS (Convertible Local Currency Credit)

1. Initial Payment - 5 percent
2. Currency Use Payment - None
3. Number of Installment Payments - 31
4. Amount of Each Installment Payment - Approximately equal annual amounts.
5. Due Date of First Installment Payment - Ten years after date of last delivery of commodities in each calendar year.
6. Initial Interest Rate - 2 percent
7. Continuing Interest Rate - 3 percent

ITEM III. USUAL MARKETING TABLE:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirements
Wheat and/or Wheat Flour (Grain Equivalent Basis)	1979	2,000,000 Metric Tons

[1] TIAS 7855; 25 UST 1246.

ITEM IV. EXPORT LIMITATIONS:

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

B. For the purpose of Part I, Article III A4 of the Agreement, the commodities which may not be exported are: for wheat/wheat flour -- wheat, wheat flour, rolled wheat, semolina, farina or bulgur (or the same product under a different name).

ITEM V. SELF-HELP MEASURES:

A. In implementing these self-help measures specific emphasis will be placed on contributing directly to development progress in poor rural areas and enabling the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Egypt agrees to undertake the following programs and to provide adequate financial, technical and managerial resources for their implementation:

1. To encourage establishment of self-sufficient private sector agricultural cooperatives and encourage their use of improved technologies. Emphasis should initially be placed on planning, management and training.

2. Construct modern storage facilities for agricultural commodities such as grains, tallow and fats, including specific quantitative targets for port areas, inland terminal locations, market towns and other storage as needed.

3. Further improvement of the present irrigation system through drainage, rehabilitation and better management of the existing water supply with special attention to devoted to decreasing the salinity of the soils.

4. To have completed by September 30, 1979, a review and analysis of pricing policies for agricultural inputs, e.g., fertilizer, and for agricultural outputs that provides a basis for possible changes in the system of output incentives and in systems for the allocation and the use of inputs.

5. To develop firm plans by June 30, 1979 for improving the GOE's capacity within the agricultural sector for data collection, analyses and the use of results in planning developmental programs and in determining production, pricing and marketing policies.

6. Within the framework of the Five Year Plan to have completed for use in the 1980 budget process, a reassessment of agricultural sector investment levels with particular focus on investment level targets for improvement of existing agricultural lands as well as development of marginal lands. This includes, as part of this process, the study of alternative options for and use in those lands presently under cultivation such as use of improved seeds, fertilizers or a change in the cropping patterns, at the same time encouraging pilot projects in marginal lands not yet under cultivation.

7. Utilizing the results of the agricultural mechanization feasibility study, and other relevant information, that may be available, to undertake the initial steps for the formulation of a national agricultural mechanization policy which would encourage the identification, development and application of appropriate small farm machinery.

8. To undertake a comprehensive review of subsidies on food items with a view toward developing a plan by September 30, 1979 for gradual rationalization of subsidies that will protect lower income groups from harmful price increases on basic food items.

9. To undertake an analysis of the present public and private family planning program with the aim of identifying key bottlenecks and developing by September 30, 1979 a strategy for overcoming them.

ITEM VI. ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED:

A. The proceeds accruing to the importing country from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the Agreement and for the following economic development sectors: agricultural nutrition and rural development.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the levels of the poorest of the recipient country's people and their capacity to participate in the development of their country.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement. DONE at Cairo, in duplicate, this 8th day of November, 1978

[1]
FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

[2]
FOR THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT

[1] Hermann Fr. Eilts.
[2] Nassef Tahoun.

AGREED MINUTES ON THE NEGOTIATION OF THE U.S. FISCAL YEAR 1979 AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT, UNDER THE PROVISIONS OF TITLE I, PUBLIC LAW 480,[1] OF THE UNITED STATES OF AMERICA

1. Financial Terms. Part II, Item II of the proposed agreement, provides for convertible local currency credit terms of 40 years credit, including a 10 year grace period, with an interest rate of 2 percent during the grace period and 3 percent thereafter. The terms are the same as were in the previous year agreement (FY 78).

2. Commodity Composition. As shown in Part II, Item I of the FY 1979 agreement, provides for 1,500,000 metric tons of wheat and wheat flour on a grain equivalent basis (which represents 1,000,000 metric tons of wheat and 375,000 metric tons of wheat flour) with a total export market value of dollars 185.0 million.

It was noted that the U.S. Government reviewed the Government of Egypt's (GOE) official request for other agricultural commodities to be supplied under the P.L. 480 Title I program for FY 1979. However, due to severe budget limitations and nonavailability of many of the commodities for P.L. 480 programing, the U.S. Government is able only to supply 1,500,000 metric tons of wheat/wheat flour (grain quivalent basis) in FY 1979.

The U.S. team advised GOE representatives that purchase authorizations will be issued separately for wheat and wheat flour in the amounts covered in the above paragraph.

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

3. Usual Marketing Requirements (UMR's). Part II, Item III of the draft Title I program provides for a usual marketing requirement (UMR) of 2.0 million metric tons of wheat/wheat flour (grain equivalent basis), during fiscal year 1979. This is the same quantity as required as in fiscal year 1978. The U.S. team noted that the wheat/wheat flour UMR is reviewed each year by supplier countries and that the five-year average would have required a higher UMR of 2.7 million metric tons for FY 79.

It was emphasized by the U.S. team that Egypt is expected to continue to maintain commercial imports and the UMR level at 2.0 million metric tons for FY 1979.

4. Self Help Measures and Use of Proceeds. Sections 106(B) and 109(A) of P.L. 480 require (1) specific emphasis on implementation of self-help measures so as to contribute directly to development progress in poor rural areas and to enable the poor to participate actively in increasing agricultural production through small farm agriculture, and (2) use of proceeds for purposes which directly improve the lives of the poorest

of the recipient country's people and their country. These new requirements are reflected in the agreement text of items V and VI of Part II of the Agreement.

5. Special Notes. The U.S. team noted that recent legislation and amendments to Title I, P.L. 480 financing regulations contain certain provisions affecting the development, implementation, and operation of P.L. 480 programs as follows:

Pursuant to the new legislative and regulatory requirements:

(a) Purchase authorizations will be issued under the agreement only after the Secretary of Agriculture has determined that (1) adequate storage facilities are available in the recipient country at the time of export so as to prevent spoilage or waste of the commodity, and (2) the distribution of the commodity in the recipient country will not result in a substantial disincentive to domestic production.

(b) Purchase of food commodities under the agreement must be made on the basis of invitations for bid (IFB) publicly advertised in the United States and on the basis of bid offerings which must conform to the IFB. Bid offerings must be received and publicly opened in the United States. All awards under IFB's

must be consistent with open, competitive and responsive bid procedures.

(c) The terms of all IFB's (including IFP's FOB ocean freight) must be approved by the General Sales Manager, USDA, prior to issuance.

(d) Commissions, fees or other payments to any selling agent are prohibited in any purchase of food commodities under the agreement.

(e) If the Government of Egypt nominates a purchasing agent and/or shipping agent to procure commodities or arrange ocean transportation under the agreement, the GOE must notify the General Sales Manager/USDA in writing of such nomination and provide along with the notification a copy of the proposed agency agreement. All purchasing and shipping agents must be approved by the General Sales Manager's office in accordance with new regulatory standards designed to eliminate certain potential conflicts of interest.

6. Instructions and Authority. During the negotiations, the Egyptian team gave assurances that arrangements have been made to relay to its Washington Embassy all instructions, information, and authority necessary to enable timely implementation of the agreement, including:

a) Commodity specifications

b) Contracting and delivery periods

c) Names and addresses of U.S. and foreign banks handling transactions (letters of credit for commodity and freight)

d) Authority to request and sign purchase authorizations and other necessary documents

e) Complete instructions/information/authority regarding arrangements for purchasing commodities and contracting for freight (including the appointment of purchasing and/or shipping agents if applicable)

f) Instructions to contact the Program Operations Division, Office of the General Sales Manager, USDA, regarding the foregoing.

7. Letters of Credit. The U.S. team informed GOE representatives that freight letters of credit often are not opened by time of loading at the U.S. port, which is contrary to the intent of the purchase authorization. As a result, there have been costly claims and carrying charges by vessel owners for demurrage. Delays in opening letters of credit and settlement of the final 10 percent of freight results in higher commodity prices and higher freight rates.

U.S. representatives recommended that the GOE consider providing funds and authorizing the Egyptian Embassy, Washington to open letters of credit in Washington, D.C., to cover both freight and commodity costs. However, Egyptian representatives stated that this was not possible because the banking regulations do not permit this at this time. Also, they believe it is more expeditious to open letters of credit from Cairo. GASC has provided written assurance that appropriate measures shall be taken to ensure that operable letters of credit for both commodity and freight will be opened on time, and confirmed by designated U.S. banks immediately after contracting under each purchase authorization is concluded, and before vessels arrive at loading ports.

With particular regard to ocean freight, GOE representatives were advised that letters of credit for 100 percent of the ocean freight charges must be opened in favor of the supplier of the ocean transportation prior to the vessel's presentation for loading.

8. Reporting Requirements. GASC representatives declared they were well aware of their responsibilities for submission of timely reports on compliance, arrival and shipping information (ADP sheets), self help and use of sales proceeds, as required under the provisions of the agreement.

9. Identification and Publicity. GOE representatives were reminded that Part I, Article III (1) of the Title I Agreement provides that the government of the importing country shall undertake such measures for identification and publicity of commodities to be received, as may be mutually agreed, prior to their delivery. This is as provided for in Section 103(I) of P.L. 480.

10. Food for Development. U.S. representatives explained that the P.L. 480 Food for Development (Title III) request for FY 1979 was being reviewed in Washington but the review would not be completed before signing of Title I, P.L. 480 agreement. Because Title III has not been approved, Purchase Authorizations would be issued initially only for $170.0 million and $15.0 million would be held aside in the event the proposed basic village services project under a Food for Development program (Title III) is approved.

11. Outstanding Payments. At present, GASC has arranged payment of 100 percent of the letters of credit for all shipments which have been unloaded, except for the vessel the EVANGELISTRIA. GASC stated it would release the remaining payments for the vessels NANCY LYKES and ANTIGONE as soon following their discharge as it can be determined that necessary costs related to insect infestation could be covered by extension of the performance bonds. The EVANGELISTRIA presents a more complex problem. GASC stated it would release the remaining payment if the supplier would extend the performance bond and enter into three-way negotiations with the vessel owners for settlement of the dispute.

DONE IN CAIRO THIS DAY OF NOVEMBER, 1978

Representing the Government of
The United States of America:

James E. Ross
Agricultural Attache
American Embassy
5, Sharia Latin America
Garden City
Cairo

Representing the Government of
The Arab Republic of Egypt:

I. M. Darwish
2/11/1978

Ibrahim Darwish
Deputy Chairman, General
Authority for Supply
Commodities
Ministry of Supply
24, Gomhouria Street
Cairo

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Air Transport Services: North Atlantic Fares

Agreement extending and modifying the agreement of March 17, 1978.
Effected by exchange of letters
Signed at Washington November 2 and 9, 1978;
Entered into force November 9, 1978.

The British Deputy Secretary, Department of Trade, to the Deputy Assistant Secretary of State for Transportation Affairs

BRITISH EMBASSY
3100 Massachusetts Avenue, NW
WASHINGTON, DC 20008

Telephone: (202) 462-1340

2 November 1978

James R. Atwood Esq
Deputy Assistant Secretary for
Transportation Affairs
United States Department of State
WASHINGTON DC

Dear Mr. Atwood

1 During consultations held in Washington this week we and our respective delegations discussed the results of an agreed experiment with innovative air fares and rates between the United States and the United Kingdom during the past six months. This review had been agreed to in an exchange of letters between yourself and Mr W P Shovelton in Washington on March 17, 1978[1] interpreting Article 12 (Tariffs) of Bermuda 2 and including several specific commitments.

2 We agreed that these low fares have benefited both consumers and airlines, and should be continued. Against this background, both sides agreed to continue to be guided by the above exchange and to expand it to include further mutual undertakings, including a broadening of focus for the Tariff Working Group (TWG).

3 Both sides agreed, in relation to services between the UK and the US, that they would like to see continued reduction of governmental intervention in individual airline pricing decisions. The undertakings in the March exchange of letters will be administered liberally to this end. They agreed in particular:

(a) That they would accept but not seek to impose capacity limitations on discount fare categories.

(b) That they would recommend to their respective airlines that as each airline reviews its conditions for standby and deep discount fares it give due consideration to:

i) modifications that would ease congestion problems, including possible use of peak-period differentials and supplying better information for passengers on the conditions of standby fares; and

ii) the desirability of ensuring adequate space for on-demand passengers willing to purchase a full-fare ticket at short notice.

(c) That they saw no objection in principle to one way directional prices or to separate adjustment of one way prices.

[1] TIAS 8964; 29 UST 2676.

(d) That they would accept tariff filings by airlines incorporating expiry provisions of the airlines' choice.

4 Both sides agreed that the TWG shouhd continue as an advisory body to both Governments and as an important forum for the exchange of views on aviation pricing policy, concepts of economic regulation, and information. The following new topics were agreed upon as important for future TWG meetings:

(a) The possibilities of identifying and correcting predatory behaviour and the exploitation of market power.

(b) The exploration of the preliminary US recommendation that Laker's successful use of current bankers' exchange rates could be extended, on a voluntary basis, to all airlines operating in the market.

(c) Possible difficulties for airlines arising from differences in the operation of the UK and US regulatory mechanisms.

5 Both sides hoped that the successful operation of low fares would continue and be developed as a normal feature of airline operations between our two countries.

6 I shall be grateful to have your confirmation that the above correctly describes the understandings we have reached on this subject.

Yours sincerely

J R Steele

The Deputy Assistant Secretary of State for Transportation Affairs to the British Deputy Secretary, Department of Trade

DEPARTMENT OF STATE

Washington, D.C. 20520

November 9, 1978

Dear Mr. Steele:

I have your letter of November 2 on the subject of air fares between the United Kingdom and the United States. This is to confirm that your letter correctly describes the understandings we have reached on that subject.

Sincerely,

James R. Atwood

James R. Atwood
Deputy Assistant Secretary
for Transportation Affairs

Mr. John R. Steele,
Deputy Secretary,
Department of Trade,
London.

INDIA

Trade in Textiles and Textile Products

Agreements amending the agreement of December 30, 1977, as amended.
Effected by exchange of notes
Signed at Washington August 30 and November 3, 1978;
Entered into force November 3, 1978.
And exchange of letters
Signed at Washington November 10 and 13, 1978;
Entered into force November 13, 1978.
And exchange of notes
Signed at Washington January 12 and February 8, 1979;
Entered into force February 8, 1979.

The Indian Ambassador to the Secretary of State

EMBASSY OF INDIA
WASHINGTON, D. C. 20008

No.COM./105/2/78

August 30, 1978

Excellency:

I have the honour to refer to the Agreement between India and the United States of America effected through an exchange of letters between our two Governments on December 30, 1977[1] regarding trade in cotton, wool, and man-made fiber textiles and textile products, with Annexures (hereinafter referred to as the Agreement).

2. Exports of man-made specialty fabric covered under category 627 of the Agreement are likely to exceed the consultation level of one million SYE as specified for this category under paragraph 6 of the Agreement. Accordingly, I have the honour to propose on behalf of the Government of India that the consultation level in respect of this category be raised to three million SYE for the first Agreement year.

3. If the foregoing proposal is acceptable to the Government of the United States of America, this note and Your Excellency's note of confirmation on behalf of your Government shall constitute an agreement amending the Agreement.

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

For the Ambassador of India
to the United States of America

(R. K. Jerath)
Minister of the Embassy

His Excellency

Hon'ble Mr. Cyrus R. Vance

Secretary of State

Washington D.C.

[1] TIAS 9036; 29 UST 3677.

The Secretary of State to the Indian Ambassador

November 3, 1978

Excellency:

I have the honor to refer to the agreement between the United States and India done at Washington by exchange of notes on December 30, 1977, regarding trade in cotton, wool and man-made fiber textiles and textile products, with Annexes, as amended (hereinafter referred to as the Agreement) and to Your Excellency's note of August 30, 1978 to the Department of State, proposing on behalf of the Government of India that the consultation level for Category 627 be changed to 3.0 million square yards equivalent for the first Agreement Year.

This is to confirm that the proposal made on behalf of the Government of India in Your Excellency's note of August 30, 1978 is acceptable to the Government of the United States of America and that this note and Your Excellency's note constitute an agreement amending the Agreement.

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

For the Secretary of State:

William Barraclough

His Excellency

N. A. Palkhivala,

Ambassador of India.

The Deputy Assistant Secretary of State for International Trade Policy to the Indian Minister

November 10, 1978

Mr. R. K. Jerath
Minister
Embassy of India
2107 Massachusetts Ave. N.W.
Washington, D.C. 20008

Dear Mr. Jerath:

I refer to the agreement between our two Governments relating to trade in cotton, wool and man-made fiber textiles, with annexes, effected by exchange of notes December 30, 1977, as amended (the "Agreement"), and to recent discussions held in Washington, D.C. between representatives of our two Governments. As a result of those discussions, I propose that the Agreement be amended as follows:

1. During each agreement year under the Agreement, exports from India to the United States of America of cotton apparel products of the types classified in categories 336, 338/339/340, 341 and 347/348 shall be subject to specific limits, as adjusted pursuant to paragraphs 2 and 3 below. The specific limits for such products for the first agreement year, and the percentage by which each such limit shall thereafter be increased over the corresponding limit for the prior agreement year are:

Product	Category	Specific Limit, First Agreement Year (dozens)	Annual Growth Rates
Dresses	336	168,190	7%
Knit shirts and blouses; Mens and Boys shirts (Not knit)	338/ 339/ 340	919,315	3%
Blouses	341	2,012,117	3%
Trousers	347/ 348	106,148	5%

2. During any agreement year, total exports of products referred to in subparagraph 1 from India to the United States of America shall not exceed the sum of the limits for such agreement year, pursuant to paragraph 1 above except as it may be adjusted by paragraph 4 below.

3. During any agreement year, and subject to paragraph 1 above, specific limits may be exceeded by not more than the following percentages:

Category	Percentage
336	7%
338/339/340	6%
341	3%
347/348	6%

Adjustments made pursuant to this paragraph are in addition to those pursuant to paragraph 4 below.

4. During any agreement year, each specific limit and the sum of the specific limits may be exceeded by a maximum of 11% by allocating to such limit an unused portion of the corresponding limit for the previous agreement year (carryover) or a portion of the corresponding limit for the succeeding agreement year (carry forward). Carryover may be utilized as available up to 11 percent of the receiving agreement year's limit; carryover for a specific limit is available to the extent that exports did not exceed the corresponding specific limit applicable to such product during the previous agreement year. Carryover for the sum of the specific limits is available to the extent that total exports did not exceed the sum of the specific limits referred to in paragraph 1 during the previous agreement year. Carry forward for a specific limit may be utilized up to 6 percent of the receiving agreement year's limit and charged against the succeeding agreement year's corresponding limit. The combination of carryover and carry forward for any limit shall not exceed 11% of the receiving agreement year's limit. Carryover shall not be available for application in the first agreement year. The limits referred to in this paragraph are those set out in paragraph 1 above and are without any adjustments pursuant to paragraph 3 above. Carryover and carry forward are adjustments additional to adjustments

made pursuant to paragraph 3 as calculated on the paragraph 1 limits above. A "limit" is a specific limit or the sum of the specific limits, as the context requires. The Government of India will inform the Government of the United States of America of carry forward to be applied; carryover will be applied after agreement between the two Governments on the amounts available.

5. The provisions of this amendment shall supersede any inconsistent provisions of the agreement.

If the foregoing proposal is acceptable to the Government of India, this letter and your letter of confirmation on behalf of the Government of India shall constitute an amendment to the agreement.

Sincerely,

William Barraclough

William Barraclough
Deputy Assistant Secretary
for International Trade Policy

The Indian Minister, Commerce and Supplies, to the Deputy Assistant Secretary of State for International Trade Policy

R. K. Jerath
Minister
(Commerce & Supplies)

EMBASSY OF INDIA
WASHINGTON, D. C. 20008

November 13, 1978

No.COM./105/2/78

Mr. William Barraclough
Deputy Assistant Secretary
for International Trade Policy
U. S. Department of State,
Washington D.C. 20520

Dear Mr. Barraclough:

I refer to your letter dated November 10,1978, the text of which is set out below:

"Mr. R. K. Jerath
Minister
Embassy of India
2107 Massachusetts Ave. N.W.
Washington D.C. 20008

Dear Mr. Jerath:

I refer to the agreement between our two Governments relating to trade in cotton, wool and man-made fiber textiles, with annexes, effected by exchange of notes December 30, 1977, as amended (the "Agreement"), and to recent discussions held in Washington, D.C. between representatives of our two Governments. As a result of those discussions, I propose that the Agreement be amended as follows:

1. During each agreement year under the Agreement, exports from India to the United States of America of cotton apparel products of the types classified in categories 336, 338/339/340, 341 and 347/348 shall be subject to specific limits, as adjusted pursuant to paragraphs 2 and 3 below. The specific limits for such products for the first agreement year, and the percentage by which each such limit shall thereafter be increased over the corresponding limit for the prior agreement year are:

Product	Category	Specific Limit, First Agreement Year (dozens)	Annual Growth Rates
Dresses	336	168,190	7%
Knit shirts and blouses, Mens and Boys shirts (not knit)	338/ 339/ 340	919,315	3%
Blouses	341	2,012,117	3%
Trousers	347/ 348	106,148	5%

2. During any agreement year, total exports of products referred to in sub - paragraph 1 from India to the United States of America shall not exceed the sum of the limits for such agreement year, pursuant to paragraph 1 above except as it may be adjusted by paragraph 4 below.

3. During any agreement year, and subject to paragraph 1 above, specific limits may be exceeded by not more than the following percentages:

Category	Percentage
336	7%
338/339/340	6%
341	3%
347/348	6%

Adjustments made pursuant to this paragraph are in addition to those pursuant to paragraph 4 below.

4. During any agreement year, each specific limit and the sum of the specific limits may be exceeded by a maximum of 11% by allocating to such limit an unused portion of the corresponding limit for the previous agreement year (carryover) or a portion of the corresponding limit for the succeeding agreement year (carry forward). Carryover may be utilised as available up to 11 percent of the receiving agreement year's limit; carryover for a specific limit is available to the extent that exports did not exceed the corresponding specific limit applicable to such product during the previous agreement year. Carryover for the sum of the specific limits is available to the extent that total exports did not exceed the sum of the specific limits referred to in paragraph 1 during the previous agreement year. Carry forward for a specific limit may be utilized up to 6 percent of the receiving agreement year's limit and charged against the succeeding agreement year's corresponding limit. The combination of carryover and carry forward for any limit shall not exceed 11% of the receiving agreement year's limit. Carryover shall not be available for application in the first agreement year. The limits referred to in this paragraph are those set out in paragraph 1 above and are without any adjustments pursuant to paragraph 3 above. Carryover and carry forward are adjustments additional to adjustments made pursuant to paragraph 3 as calculated on the paragraph 1 limits above. A "limit" is a specific limit or the sum of the specific limits, as the context requires. The Government of India will inform the Government of the United States of America of carry forward to be applied; carryover will be applied after agreement between the two Governments on the amounts available.

5. The provisions of this amendment shall supersede any inconsistent provisions of the agreement.

If the foregoing proposal is acceptable to the Government of India, this letter and your letter of confirmation on behalf of the Government

of India shall constitute an amendment to the agreement.

Sincerely,

William Barraclough
Deputy Assistant Secretary
for International Trade Policy "

2. On behalf of my Government, I confirm that your letter correctly sets out the understandings reached between our two Governments and that this exchange of letters constitute an amendment to the Agreement.

Yours sincerely,

(R. K. Jerath)
Minister (Commerce & Supplies)

The Secretary of State to the Indian Ambassador

January 12, 1979

Excellency:

I have the honor to refer to the agreement between the United States of America and India relating to trade in cotton, wool, and man-made fiber textiles and textile products, with Annexes, effected by exchange of notes December 30, 1977, as amended (hereinafter referred to as the Agreement), and to the note of December 14, 1978 from the Embassy of India to the Department of State.

I have also the honor to propose, on behalf of my government, the following new consultation levels for the 1978 agreement year:

Category 359	2,000,000 square yards equivalent
Category 666	2,500,000 square yards equivalent

If the foregoing proposal is acceptable to the Government of India, this note and Your Excellency's note of confirmation on behalf of the Government of India shall constitute an agreement amending the Agreement.

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

For the Secretary of State:

William Barraclough

His Excellency

N. A. Palkhivala,

Ambassador of India.

The Indian Minister, Commerce and Supplies, to the Deputy Assistant Secretary of State for International Trade Policy

R. K. Jerath
Minister (Commerce &
Supplies)

भारतीय राजदूतावास
वाशिंगटन, डी० सी०
EMBASSY OF INDIA
WASHINGTON, D. C.

February 8, 1979

No.COM./105/2/79

Dear Mr. Barraclough,

I have the honour to refer to the Agreement between India and the United States of America relating to trade in cotton, wool and man-made fibre textiles and textile products, to the note of December 14, 1978 from the Embassy of India to the Department of State and to your letter of January 12, 1979.

This is to confirm that the proposal contained in your letter of January 12, 1979, is acceptable to the Government of India.

With kind regards,

Yours sincerely,

(R. K. Jerath)

Mr. William Barraclough,
Deputy Assistant Secretary
for International Trade Policies,
U. S. Department of State,
2201, "C" St. N.W.,
Washington D.C.

FEDERAL REPUBLIC OF GERMANY

Deep Sea Drilling Project

Memorandum of understanding signed at Bonn-Bad Godesberg July 18, 1974;
Entered into force July 18, 1974.
And amending agreement
Signed at Bonn-Bad Godesberg and Washington February 14 and 24, 1978;
Entered into force February 24, 1978.

MEMORANDUM OF UNDERSTANDING
between the
U.S. National Science Foundation
in Washington, D.C.
and the
Deutsche Forschungsgemeinschaft
in Bonn-Bad Godesberg
on the participation of the Federal Republic of Germany in Phase III of the Deep Sea Drilling Project.

The U.S. National Science Foundation (NSF) and the Deutsche Forschungsgemeinschaft (DFG) agree to cooperate under the conditions and work plans stated as follows:

1. The DFG will support Phase III of the Deep Sea Drilling Project (DSDP) with a financial contribution of one million U.S. dollars to be paid to the NSF upon signature of this Memorandum for 1974 and 0.75 million U.S. dollars to be paid on January 1, 1975. The financial contributions of all participants in the DSDP will be commingled to support the total program costs. Should the DSDP be terminated at any time prior to the end of this Memorandum one twelfth of the contribution of the DFG for the year in which such termination occurs will be refunded for each month remaining in such year.

2. In order to achieve maximum effect from the German contribution to the project, the DFG will coordinate German efforts to:

(a) increase the German capacity in the scientific and technical areas appropriate to the DSDP;

(b) ensure further research work in the Federal Republic of Germany (FRG) on DSDP materials;

(c) conduct geophysical site surveys, as German ships are available, in order to facilitate selection of specific sites to be drilled during Phase III.

3. The DFG will coordinate the research efforts within the FRG in cooperation with other relevant institutes and institutions within the FRG. The DFG, via a German institution, nominated by the DFG, which is now the Bundesanstalt für Bodenforschung (BfB), is now and will be a member of the DSDP-scientific advisory committee, constituted to provide scientific advice to the Scripps Institution of Oceanography, the manager of the DSDP. All members of the DSDP-scientific advisory committee will have an equal voice in the advisory committee deliberations.

The research efforts of the FRG will include:

(a) making proposals to the Scripps Institution of Oceanography of scientific projects or objectives of special interest to the FRG (for example, deep sea drilling in the Mediterranean Sea, North Atlantic Ocean and off the coast of West Africa);

(b) geophysical site surveying;

(c) appropriate participation of scientific, technical, and/or drilling parties in Phase III scientific cruises of Glomar Challenger;

(d) analyses of core samples from DSDP scientific cruises required for publication of the Initial Reports of the Deep Sea Drilling Project, as understood between the Scripps Institution of Oceanography and the DFG or its nominee. (The preparation of Initial Reports will be directed and coordinated by the Scripps Institution of Oceanography);

(e) more comprehensive long-range research projects for evaluating DSDP core samples, beyond those analyses necessary for the Initial Reports.

4. The Scripps Institution of Oceanography selects the scientific team for each cruise. Because of the limited space for shipboard scientists aboard Glomar Challenger and in order to ensure equitable treatment for all non-U.S. nation participants, space, on the average, will be available for one to two FRG scientists on each cruise of Glomar Challenger during Phase III of the DSDP. It is recognized that some cruises may be of special scientific interest to FRG scientists and more FRG participation may be appropriate. It is expected that an FRG scientist will be invited to serve as co-chief scientist during some of the Phase III cruises. Questions regarding accident and liability insurance are dealt with by separate correspondance between the NSF and the DFG.

5. The DFG, or its nominee, representing cooperating German scientists will have access to DSDP data and core samples, equivalent to that of the other participants.
The DFG will ensure that the scientific data resulting from site surveys and laboratory analyses will be provided to the Scripps Institution of Oceanography in due time for preparation of the Initial Reports. In view of the FRG contribution to the DSDP, 100 copies of each volume of the Initial Reports of the Deep Sea Drilling Project, beginning with Volume 20, will be provided to the DFG for free distribution among German scientific establishments. The FRG side may translate these volumes into the German language and may publish them in the FRG, in full or in part, without payment to or additional agreements with the American side. The FRG, likewise, will provide the NSF copies of all FRG publications that are based on DSDP materials, insofar as copyrights allow. These copies may be translated into English and published in the United States, in full or in part, without payment to or additional agreements with the FRG side.

6. The DFG or its nominee, will recommend to the Scripps Institution of Oceanography the names of interested and highly qualified FRG scientists for membership on the scientific advisory committee, its subcommittees and panels, and as cruise scientists.

7. The cost of the salaries of FRG scientists who participate in the DSDP will be paid by the FRG. The cost of internal U.S. travel and per diem of the members or alternative designates of the advisory committee (executive, planning and advisory functions) for working sessions of this committee will be paid by the DSDP. All other costs, including the cost of travel to and from the United States, will be paid by the FRG.
The cost of participation in such meetings held outside the United States will be paid by each side for its own nationals. All other costs, including travel to and from Glomar Challenger will be paid by the FRG. The cost of internal U.S. travel and per diem for post cruise conferences required for the preparation of the Initial Reports will be paid by the DSDP.

8. The NSF will seek to facilitate, to the extent feasible, through collaboration with the appropriate authorities, the granting of visas and other forms of official permission for entry to and exit from the United States of personnel, equipment and supplies when required for participation or utilization in the DSDP.

9. Other proposals of mutual interest for participation in Phase III of the Deep Sea Drilling Project, or any future phases, above and beyond routine participation activities, will be considered, as appropriate, by representatives of the NSF and the DFG.

10. Scientific and administrative representatives of the NSF and the DFG will meet at least once a year as mutually agreed, to review the program of the Deep Sea Drilling Project, including an annual financial report, and the terms and conditions of this Memorandum.

11. In the event that the proposed international phase of ocean drilling shall be implemented, cooperation in and contributions to this phase may be negotiated.

12. This Memorandum shall extend from the date of execution to September 30, 1975. It may be terminated by either party giving the other party advance notice of at least six months.

13. Done in Bonn-Bad Godesberg on July, 18th, 1974 in duplicate, in the English and German languages, both texts being equally authentic.

Professor H. Maier-Leibnitz
President

H. Guyford Stever
Director
U.S. National Science Foundation

Dr. C.H. Schiel
Secretary General
Deutsche Forschungsgemeinschaft

BN-Bad Godesberg, 18th July 1974
Date

BN-Bad Godesberg, 18th July 1974
Date

ÜBEREINKOMMEN EWISCHEN DER U.S. NATIONAL SCIENCE FOUNDATION IN WASHINGTON, D.C. UND DER DEUTSCHEN FORSCHUNGSGEMEINSCHAFT IN BONN-BAD GODESBERG

Über die Teilnahme der Bundesrepublik Deutschland an der III. Phase des Deep Sea Drilling Project (DSDP).

Die U.S. National Science Foundation (NSF) und die Deutsche Forschungsgemeinschaft (DFG) vereinbron, nach folgenden Bedingungen und Arbeitsplüaen zusammenzuarbeiten:

1. Die DFG wird die III. Phase des Deep Sea Drilling Project (DSDP) mit einea finanziellen Beitrag von U.S. Dollar 1 Mio. untarstützen. Dieser Beitrag ist an die NSF bei Unterzeichnung dieses Ubereinkommens für das Jahr 1974 au zahlen and weitere U.S. Dollar 0.75 Mio. am 1. Januar 1975. Die finanziellen Beitrüge aller Toilnehmer des DSDP werden zusammengelegt , un die gesamtkosten des Programma su unterstützen. Sollte das DSDP su irgend einem Zeitpunkt vor Ablauf des verliogenden Ubereinkommens beendet werden, wird ein Zwölftel des Beitrages der DFG für das Jahr, in dem die Beengidung eintritt, für jeden in diesem Jahr verbloibenden Monat surückorstattet.

2. Um den größtmöglichen Nutzen des deutschen Beitrages für das Projekt su erreichen, wird die DFG die deutschen Bemühungen mach folgenden Gesichtspunkten koordinieren:

a) Brweitorung der deutschen Kapazitüt auf den wissenschaftlichen und technischen Gebieten, die suf das DSDP bezogen sind;
b) Sicherstellung weiteror Forschungearbeiten in der Bundesrepublik Deutschaland an dem aus dem DSDP resultierenden Material:
c) Durchführung von geophysikalischen Untersuchungen sur Vorbereitung von Bohrlokationen, soweit deutsche Schiffe verfügbar sind, um die Auswahl spezifischor Behrlokationen für Phase III. su erleichtern.

3. Die DFG wird die Forschungsarbeiten innerhalb der BRD in Zusammenarbeit mit anderen betroffenen Instituten und Institutionen koordinieren.

Die DFG ist jetzt und in Zukunft über ein von ihr benanntes deutsches Institut, z.Zt. die Bundesanstalt für Bodenforschung, Mitglied des wissenschaftlichen Beratungskomitees des DSDP, welches die Scripps Institution of Oceanography, unter deren Leitung das Projekt durchgeführt wird, mit wissenschaftlichem Rat unterstützen soll.

Alle Mitglieder im wissenschaftlichen Beratungskomitee des DSDP haben gleiches Stimmrecht in den Beratungen.

Die Forschungsvorhaben der Bundesrepublik Deutschland werden folgendes umfassen:

a) Vorschläge für wissenschaftliche Projekte oder Ziele von besonderem Interesse für die BRD der Scripps Institution of Oceanography zu unterbreiten. (Zum Beispiel: Tiefseebohrungen im Mittelmeer, im nordatlantischen Ozean und vor der Küste Westafrikas).
b) Geophysikalische Untersuchungen zur Vorbereitung von Bohrlokationen.
c) Angemessene Beteiligung von wissenschaftlichen, technischen und/oder Bohrunternehmen während der III. Phase der wissenschaftlichen Fahrten der *Clomar Challenger*.
d) Analysen von Kernproben der im Rahmen des DSDP durchgeführten wissenschaftlichen Fahrten, die für die Publikation der "*Initial Reports*" des *Deep Sea Drilling Project* benötigt werden, im Einvernehmen mit der Scripps Institution of Oceanography und der DFG oder einer von ihr benannte Institution. (Die Vorbereitung der "Initial Reports" wird von Scripps Institution of Oceanography geleitet und koordiniert.)
e) Umfassendere längerfristige Forschungsvorhaben, welche über die für die "Initial Reports" notwendigen Analysen hinausgehen, um das DSDP Kernprobenmaterial auszuwerten.

4. Die Scripps Institution of Oceanography wird das wissen-schaftliche Team für jedo Fahrt ausuählen. Aufgrund der Platzbeschränkung für Wissenschaftler an Bord der Glomar Challenger und um die Gleichbehandlung der nichtamerikanischen Teilnehmer zu gewährleisten, wird im allgemeinan für 1 bis 2 deutsche Wissenschaftler auf jeder Fahrt der Glomar-Challenger während der III. Phase des DSDP Platz zur Verfügung stehen. Es wird anerkannt, daß manche Fahrten von besonderem Interesse für deutsche Wissenschaftler sein werden, und daß in diesen Fällen eine größere deutsche Beteiligung angezeigt wäre. Es wird erwartet, daß ein deutscher Wissenschaftler an einingen Fahrten der III. Phase als mitverantwortlicher Wissenschaftler teilnimmt.

Pragen der Unfall- und Haftpflichtversicherung verden durch besonderen Schriftverkehr zwischen der NSF und der DFG geregelt.

5. Die DFG oder eine von ihr benannte Institution wird als Vertreterin der für dieses Projekt zusammenarbeitenden deutschen Wissenschaftler im gleichen Maße wie andere Teilnehmer Zugang zu allen DSDP-Daten und Kernproben haben. Die DFG wird gewährleiston, daß die wissenschaftlichen Daten aus den Untersuchungen von Bohrlokationen und Laboranalysen der Scripps Institution of Oceanography rechtzeitig zur Vorbereitung der "Initial Reports" zur Verfügung gestellt werden.

In Anbetracht des deutschen Beitrages zum DSDP wird die DFG 100 Exemplare von jedem Band der "Initial Reports" (angefangen

mit Band 20) zur kostenlosen Verteilung an deutsche wissenschaftliche Institutionen erhalten. In der BRD könnendie Exemplare ins Deutsche übersetzt, und teilweise oder im Ganzen in Deutschland veröffentlicht werdon, ohne daß Zahlungsverpflichtungen entstahen oder zusitzliche Vereinbarungen mit den amerikanischen Partnern zu treffen sind.

So weit Urheberrechte es erlauben, wird die BRD ihrerseits der NSF Exemplare aller deutschen Veröffentlichungen, die auf DSDP-Material beruhen, zur Vorfügung stellen. Diese Exemplare dürfen ins Englische übersetst und teilweise oder im Ganzen in den Vereinigten Staaten veröffentlicht werden, ohne Bezahlung oder susätzliche Vereinbarungen mit der BRD.

6. Die DFG oder eine von ihr benannte Institution wird der Scripps Institution of Oceanography die Namen interessierter und hochqualifizierter deutscher Wissenschaftler vorschlagen, die als Mitglieder für das wissenschaftliche Beratungskomitee, dessen Unterkomitees und Ausschüsse und als Wissenschaftler an Bord infrage kommen.

7. Die Gehälter der deutschen Wissenschaftler, die an dem DSDP teilnehmen, werden von der BRD bezahlt. Fahrtkosten innerhalb der Vereinigten Staaten und Tagegelder der Mitglieder oder ihrer Vertreter im wissenschaftlichen Beratungskomitee (in Exekutiv-, Planungs- und Beratungsfunktionen) werden für Arbeitstreffen dieses Komitees vom DSDP bezahlt. Alle anderen Kosten, einschließlich Fahrtkosten von und nach den Vereinigten Staaten werden von der BRD getragen. Die Teilnahmekosten für Treffen außerhalb der Vereinigten Staaten werden von jeder Seite für ihre eigenen Staatsangehörigen bezahlt. Alle anderen Kosten, einschließlich der Fahrtkosten von und zur Glomar Challenger werden von der BRD bezahlt. Fahrtkosten innerhalb der Vereinigten Staaten und Tagegelder für Konferenzen nach Beendigung der Fahrten, die der Vorbereitung der "Initial Reports" dienen, werden vom DSDP getragen.

8. Die NSF wird versuchen, so weit wie möglich, durch Zusammenarbeit mit den zuständigen Behörden, die Bewilligung für Visa und andere offizielle Genehmigungen zur Ein- und Ausfuhr (Reise) in die Vereinigten Staaten von Personal, Geräten und Verbrauchsmaterial, die zur Teilnahme oder Verwendung im DSPD benötigt werden, zu erleichtern.

9. Andere Vorschläge von gemeinsamem Interesse für die Beteiligung an der III. Phase der DSDP oder für spätere Phasen, die über routinemäßige Arbeitsbeteiligungen hinausgehen, werden von Vertretern der NSF und der DFG, wenn nötig, erörtert.

10. Wie gemeinsam vereinbart, werden sich wissenschaftliche und administrative Vertreter der NSF und der DFG mindestens einmal im Jahr treffen, um das Programm der DSDP, einschlieBlich eines jährlichen Finanzberichtes, und die Bedingungen und Voraussetzungen dieses Übereinkommens zu erörtern.

11. Im Falle der Verwirklichung der vorgeschlagenen international phase of ocean drilling kann über Kooperation und Beiträge für diese Phasen verhandelt werden.

12. Dieses Übereinkommen gilt vom Datum der Unterschrift bis zum 30. September 1975. Es kann von beiden Parteien mit einer Kündigungsfrist von mindestens 6 Monaten beendet werden.

13. Abgeschlossen in Bonn-Bad Godesberg, dem *18. Juli 1974* in doppelter Ausfertigung, in englischer und deutscher Sprache, beide Texte sind gleich authentisch.

MAIER-LEIBNITZ

Professor H. Maier-Leibnitz
Präsident

SCHIEL

C.H. Schiel, *Generalsekretär*
Deutsche Forschungsgemeinschaft

BN-Bad Godesberg, 18. Juli 1974
Datum

H GUYFORD STEVER

H. Guyford Stever
Direktor

U.S. National Science Foundation

BN-Bad Godesberg, 18. Juli 1974
Datum

[AMENDING AGREEMENT]

AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE U.S. NATIONAL SCIENCE FOUNDATION IN WASHINGTON, D.C. AND THE DEUTSCHE FORSCHUNGSGEMEINSCHAFT IN BONN-BAD GODESBERG

on the participation of the Federal Republic of Germany in the International Phase of Ocean Drilling of the Deep Sea Drilling Project

Drilling operations during IPOD have been extended through September 1979, an additional fourteen months from that planned when the Memorandum of Understanding was signed. IPOD is now scheduled to end on September 30, 1980. The Federal Republic of Germany through the DFG wishes to continue to participate in the project during its extension and the NSF desires the continued participation of the DFG. Therefore the NSF and the DFG agree to amend the Memorandum of Understanding as follows:

1. Section 12 is revised by changing the date "August 11, 1978," to "September 30, 1980."

2. Section 1 is revised to read as follows:

"1. The DFG will support the International Phase of Ocean Drilling (IPOD) of the Deep Sea Drilling Project (DSDP) with a financial

contribution of one million U.S. dollars for the years 1976, 1977, and 1978; and one million fifty thousand U.S. dollars for the year 1979. The latter figure covers drilling operations and other project costs from January 1, 1979, through September 1979 and reduced project costs from October 1, 1979, through September 30, 1980. The DFG will make this contribution in cash or in kind, as mutually agreed, to the U.S. National Science Foundation on a yearly basis beginning January 1, 1976. The financial contributions of all participants in the DSDP will be commingled to support the total program costs, estimated at 17 million dollars per year through September 1979 and 5 million for October 1, 1979–September 30, 1980. Should the DSDP drilling operations be terminated prior to September 30, 1979, a refund of $83,333.00 will be made for each month of terminated drilling for which contributions have been made."

This amendment will be effective upon signature of both parties to this amendment which has been prepared in duplicate in the English and German languages, both texts being equally authentic.

FOR THE DEUTSCHE FORSCHUNGSGEMEINSCHAFT

by MAIER-LEIBNITZ

Professor H. Maier-Leibnitz
President

SCHIEL

Dr. C. H. Schiel
Secretary General

Date 14. 2. 1978

FOR THE U.S. NATIONAL SCIENCE FOUNDATION

by JOHN B SLAUGHTER

John B. Slaughter
Assistant Director
Astronomical, Atmospheric, Earth, and Ocean Sciences

Date 2/24/78

Ergänzung zu der

VEREINBARUNG

zwischen der

U.S. National Science Foundation
in Washington, D.C.

und der

Deutschen Forschungsgemeinschaft
in Bonn-Bad Godesberg

über die Beteiligung der Bundesrepublik Deutschland an der Internationalen Phase der Tiefseebohrungen (IPOD) innerhalb des Tiefseebohrprojekts (DSDP).

Die Bohrtätigkeiten während der Internationalen Phase der Tiefseebohrungen (IPOD) werden um weitere vierzehn Monate, als bei der Unterzeichnung der Vereinbarung geplant war, bis einschließlich September 1979 verlängert. Nach der jetzigen Planung endet IPOD am 30. September 1980. Die Bundesrepublik Deutschland, vertreten durch die DFG, wünscht an dem Projekt während dessen Verlängerung weiterhin teilzunehmen und die NSF wünscht die weitere Beteiligung der DFG. Die NSF und die DFG stimmen daher überein, die Vereinbarung wie folgt abzuändern:

1. In Abschnitt 12 wird das Datum "11. August 1978" durch "30. September 1980" ersetzt.

2. Abschnitt 1 lautet neu gefaßt wie folgt:
"1. Die DFG wird die Internationale Phase der Tiefseebohrungen (IPOD) innerhalb des Tiefseebohrprojekts (DSDP) mit einem finanziellen Beitrag von je einer Million U.S. Dollar für die Jahre 1976, 1977 und 1978 fördern; für das Jahr 1979 beträgt ihr Beitrag eine Million fünfzigtausend U.S. Dollar. Die letztgenannte Summe deckt die Bohrtätigkeiten und andere Projektkosten vom 1. Januar 1979 bis einschließlich September 1979 und verringerte Projektkosten vom 1. Oktober 1979 bis einschließlich 30. September 1980 ab. Die DFG wird diesen Beitrag in bar oder in Sachleistungen, wie gegenseitig vereinbart, an die U.S. National Science Foundation ab 1. Januar 1976 auf jährlicher Grundlage leisten. Die finanziellen Beitragsleistungen aller Teilnehmer an dem Tiefseebohrprojekt (DSDP) werden zusammengelegt, um die Gesamtkosten des Programms, die auf 17 Millionen Dollar pro Jahr bis einschließlich September 1979 und auf 5 Millionen für den Zeitraum 1. Oktober 1979 - 30. September 1980 veranschlagt sind, zu decken. Sollten die DSDP Bohrtätigkeiten vor dem 30. September 1979 beendet werden, wird für jeden Monat beendeter Bohrtätigkeit, für den Beiträge geleistet worden sind, der Betrag von 83,333.00 Dollar zurückerstattet.

Diese Ergänzung wird durch die Unterschrift beider Vertragspartner dieser Ergänzung wirksam, die in doppelter Ausfertigung in deutscher und englischer Sprache abgefaßt worden ist, wobei der englische und der deutsche Wortlaut gleichermaßen verbindlich sind.

Für die Deutsche Forschungsgemeinschaft

durch

Professor H. Maier-Leibnitz
Präsident

Dr. C.H. Schiel
Generalsekretär

14. 2. 1978

Datum

Für die U.S.National Science Foundation

durch

John B. Slaughter
Assistant Director
Astronomical, Atmospheric,
Earth, and Ocean Sciences

2/24/78

Datum

MEXICO

Narcotic Drugs: Helicopter Pilot Training

Agreement effected by exchange of letters
Signed at México April 3, 1978;
Entered into force April 3, 1978.

The American Ambassador to the Mexican Attorney General

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

April 3, 1978

His Excellency
Licenciado Oscar Flores Sanchez
Attorney General of the Republic
Mexico 1, D. F.

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic and production of narcotics, I am pleased to advise you that the Government of the United States of America, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, to reduce such traffic.

The Government of the United States agrees to provide funds, effective January 1, 1978, on an advance or reimbursable basis for the training of 25 helicopter pilots in the United States at a cost not to exceed Five Hundred Thousand Dollars (U. S. $500,000).

The Government of Mexico agrees to provide a sufficient number of qualified candidates for training in the United States and to adhere to the schedules mutually developed for continuous training of pilots in Mexico.

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

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

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

Patrick J. Lucey
Ambassador

The Mexican Attorney General to the American Ambassador

Oficio # 191.

PROCURADURIA GENERAL DE LA REPUBLICA

México, D. F., a 3 de Abril de 1978.-

Excelentísimo Señor
Patrick J. Lucey.
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América.
C i u d a d .-

Estimado Señor Embajador:

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

"Confirmando recientes conversaciones entre funcionarios de nuestros dos Gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico y la producción ilegal de estupefacientes, me complace avisarle que el Gobierno de los Estados Unidos, representado por la Embajada de los Estados Unidos de América, está dispuesto a concertar con el Gobierno de México, representado por la Oficina del Procurador General de la República, arreglos cooperativos adicionales para reducir dicho tráfico.

El Gobierno de los Estados Unidos está de acuerdo en proporcionar efectivo el 1o. de enero de 1978, los fondos en forma de adelanto o reembolsable para el entrenamiento de 25 pilotos de helicóptero en los Estados Unidos a un costo que no excederá Quinientos Mil Dólares (U.S. $500,000).

El Gobierno de México está de acuerdo en proporcionar los candidatos capacitados y suficientes para ser entrenados en los Estados Unidos y cumplir con los horarios mutuamente establecidos para el entrenamiento continuo de pilotos en México.

Se tiene por entendido que las disposiciones de todos los Acuerdos previos entre el Gobierno de los Estados Unidos y el Gobierno de México, en relación con los esfuerzos del Gobierno de México para el control de estupefacientes, permanecen en pleno vigor y efecto y serán aplicables a este Convenio, a menos de que se modifiquen expresamente aquí.

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

Me es grato aprovechar esta oportunidad para reiterar a usted las seguridades de mi más alta consideración y estima personal."

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

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

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

LIC. OSCAR FLORES.

TRANSLATION

UNITED MEXICAN STATES
Office of the Attorney
General of the Republic

Communication No. 191
Mexico, D.F.,
April 3, 1978

His Excellency
Patrick J. Lucey,
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Mexico, D.F.

Mr. Ambassador:

I am happy to reply to your communication of today whose text, translated into Spanish, is as follows:

[For the English language text, see p. 1008.]

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

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

Oscar Flores

Oscar Flores
Attorney General of the Republic

VENEZUELA

Cooperation in Narcotics Field

Memorandum of understanding signed at Caracas March 28, 1978;
Entered into force March 28, 1978.

MEMORANDUM OF UNDERSTANDING

The Government of the United States of America and the Government of the Republic of Venezuela, as parties to the Single Convention of 1961 on Narcotic Drugs and as signatories of the amending protocol of 1972,[1] in conformity with existing international agreements on the control of dangerous drugs and the unlawful traffic of the same, have agreed as follows:

[1] TIAS 6298, 8118; 18 UST 1407; 26 UST 1439.

1. To reaffirm their decision to cooperate with each other, and with other nations as well, in every possible way in the elimination of the unlawful use and the illicit traffic in and smuggling of narcotics and other dangerous drugs by means of the prevention, prohibition and suppression of same, providing for the swift apprehension and extradition, where appropriate, of persons so involved.

2. To cooperate as signatories of the present Memorandum in all aspects of prevention, investigation, and rehabilitation related to the improper use of drugs and in suppression of illegal trafficking of the same.

3. In carrying out the terms of the two preceding paragraphs, both Parties will establish a Mixed Commission composed of members appointed as their representatives by the Governments of the United States of America and Venezuela. One of the members to be appointed by Venezuela will be the Special Commissioner who serves as chairman and coordinator of the Venezuelan Commission Against Drug Abuse.

4. The Commission shall be located in the city of Caracas, Republic of Venezuela and shall meet monthly, or as often as shall be mutually agreed.

5. The cooperation referred to in paragraphs 1 and 2 shall consist of:

the exchange of all legally permissible information on the subject;

the preparation and implementation of specific programs under Venezuelan leadership in accordance with the common objectives established in paragraphs 1 and 2;

the giving of support to the activities of the International Organizations of the United Nations on this program, and

the participation in other multilateral programs for combatting the unlawful use of and illicit traffic in narcotics and dangerous drugs.

Specific programs of cooperation may involve: training, advice, special equipment, and other mutually agreed support.

6. In carrying out the terms of this Memorandum, both Parties shall provide all the necessary personnel and support needed to achieve successfully the objectives set forth in paragraphs 1 and 2 and any agreed programs developed in accordance with paragraph 5 of this Memorandum, subject to the availability of resources of both Governments. However, should any particular program approved by the United States-Venezuelan Mixed Commission within the framework of this Memorandum be initiated, both Parties pledge to endeavor to carry it out subject to the availability of resources previously assigned for the execution of same.

7. The signatories of this Memorandum agree that the scope and implementation of the cooperation referred to herein shall be decided by the United States-Venezuelan Commission established in accordance with paragraph 3 of this Memorandum and by its subcommittees or working groups appointed by the Commission from among its members. These decisions shall be carried out exclusively by the competent authorities of the signatory State in whose territory they apply.

8. The Memorandum shall come into force as of the date of its signing.

Done in the city of Caracas, capital of the Republic of Venezuela, on the twenty-eighth day of the month of March of the year 1978, in two originals in the English and Spanish languages, both texts being equally authentic.

For the Government of the United States of America:

Cyrus R. Vance [1]

For the Government of the Republic of Venezuela:

[2]

[1] Cyrus R. Vance.
[2] Consalvi.

MEMORANDUM DE ENTENDIMIENTO

El Gobierno de los Estados Unidos de América y el Gobierno de la República de Venezuela en su carácter de Partes de la Convención Unica de 1961 sobre Estupefacientes y como signatarios de su Protocolo de enmienda de 1972, y conforme a acuerdos internacionales preexistentes relativos al control de drogas nocivas y al tráfico ilegal de las mismas, han convenido lo siguiente:

1°. Reafirmar su decisión de cooperar entre sí, como también con otras naciones, en todas las formas posibles para la eliminación del uso indebido, el tráfico ilícito y el contrabando de estupefacientes y otras drogas nocivas mediante la prevención, prohibición y represión de los mismos, asegurando la pronta captura y extradición, si correspondiere, de las personas implicadas.

2°. Cooperar, como signatarios del presente Memorándum, en todos los aspectos vinculados con la prevención, investigación y rehabilitación referidos al uso indebido de las drogas y la represión en lo relacionado con el tráfico ilegal de las mismas.

3°. En ejecución de lo estipulado en los dos ordinales anteriores, ambas Partes establecerán una Comisión Mixta compuesta por los miembros que, en su representación, designen los Gobiernos de los Estados Unidos de América y Venezuela. Uno de los miembros a designar por Venezuela será el Comisionado Especial encargado de presidir y coordinar la Comisión Contra el Uso Indebido de las Drogas de este país.

4°. La Comisión tendrá su sede en la Ciudad de Caracas República de Venezuela y se reunirá mensualmente o con la frecuencia que se acordare.

5°. La cooperación a que se refieren los ordinales Primero y Segundo consistirá en:

el intercambio de toda la información permisible legalmente y concerniente a la materia;

la preparación y ejecución de programas específicos bajo dirección venezolana, de acuerdo con los objetivos comunes establecidos en los ordinales Primero y Segundo;

el apoyo a las actividades de los Organismos Internacionales de las Naciones Unidas vinculadas con este programa, y la participación en otros programas de carácter multilateral para combatir el uso ilegal y el tráfico ilícito de estupefacientes y drogas nocivas.

Los programas específicos de cooperación podrán comprender: entrenamiento, asesoramiento, equipos especiales y cualquier otra ayuda mutuamente acordada.

6°. Para llevar a cabo lo establecido en este Memorándum, ambas Partes proveerán todo el personal y el apoyo necesario para lograr con éxito los objetivos previstos en los ordinales Primero y Segundo y en todos los programas convenidos que se desarrollen de acuerdo al Ordinal Quinto del presente Memorándum, sujeto a la disponibilidad de recursos de ambos Gobiernos. Una vez iniciado un programa particular aprobado por la Comisión Mixta Estadounidense Venezolana dentro del marco de este Memorándum, ambas Partes se comprometen a procurar realizarlo, sujeto a la disponibilidad de los recursos asignados previamente para la ejecución del mismo.

7°. Los signatarios del presente Memorándum convienen que el alcance y la realización de la referida cooperación deberán ser decididos por la Comisión Estadounidense Venezolana creada de acuerdo con el ordinal Tercero del presente Memorándum, y por las Subcomisiones o Grupos de Trabajo que, de su seno, designe la Comisión. La ejecución de estas decisiones corresponderá exclusivamente a las autoridades competentes de la Parte signataria en cuyo territorio se apliquen.

8°. El presente Memorándum entrará en vigor en el día de la fecha.

Hecho en la ciudad de Caracas, Capital de la República de Venezuela, a los veintiocho días del mes de marzo del año de mil novecientos setenta y ocho, en dos ejemplares originales, ambos en los idiomas inglés y español, igualmente válidos.

Por el Gobierno de los Estados Unidos de América:

Cyrus R. Vance

Por el Gobierno de la República de Venezuela:

EGYPT

Exhibition of Art Treasures

Agreement modifying the agreement of October 28, 1975.
Effected by exchange of notes
Signed at Washington February 21 and March 29, 1978;
Entered into force March 29, 1978.

The Secretary of State to the Egyptian Ambassador

February 21, 1978

EXCELLENCY:

I have the honor to refer to the exchange of notes between the Government of the United States of America and the Government of the Arab Republic of Egypt of October 28, 1975,[1] concerning the exhibition in the United States of the "treasures of Tutankhamun" and of other items of Pharaonic art.

I understand that, in addition to the six museums referred to in the exchange of notes, a seventh body, the Fine Arts Museums of San Francisco, plans to hold an exhibition of relics of the period of Tutankhamun and other items of Pharaonic art, the public exhibition to be for a period of four months beginning June 1, 1979. Further it is understood that the Metropolitan Museum of Art of New York is not acting as agent on behalf of the Fine Arts Museums of San Francisco for this exhibition, but the Fine Arts Museums of San Francisco are concluding an independent agreement with the Cairo Museum for this purpose.

I have the honor to propose that the exchange of notes of October 28, 1975, be extended to apply to the Exhibition in the Fine Arts Museums of San Francisco. If this proposal is acceptable to the Government of the Arab Republic of Egypt, this note and Your Excellency's reply to that effect shall constitute an amendment to the agreement between the Government of the United States of America and the Government of the Arab Republic of Egypt, which shall enter into force on the date of Your Excellency's reply.

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

---

[1] TIAS 8171; 26 UST 2526.

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

For the Secretary of State:

CHRISTIAN A. CHAPMAN

His Excellency
ASHRAF A. GHORBAL,
Ambassador of the Arab Republic of Egypt.

The Egyptian Minister and Chargé d'Affairs ad interim to the Secretary of State

EMBASSY OF THE
ARAB REPUBLIC OF
EGYPT
2310 DECATUR PLACE, N.W.
WASHINGTON, D.C. 20008

29 March 1978

Excellency,

I have the honour to refer to Your Excellency's note dated 21 February 1978 concerning the desire of the Fine Arts Museums of San Francisco to hold an exhibition of relics of the period of Tutankhamun and other items of Pharaonic art for a period of four months beginning 1 June 1979.

I have the honour to convey to Your Excellency the approval of the Government of the Arab Republic of Egypt of this arrangement.

It is understood that the Metropolitan Museum of Art of New York is not acting as agent on behalf of the Fine Arts Museums of San Francisco for this exhibition, but the Fine Arts Museums of San Francisco are concluding an independent agreement with the Cairo Museum for this purpose.

It is also understood that Your Excellency's note and my reply shall constitute an amendment to the

agreement between the Government of the Arab Republic of Egypt and the Government of the United States of America, which shall enter into force on the date of this note.

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

M. Shaker

Mohamed I. Shaker
Minister and
Chargé d' Affaires a.i.

The Honourable
Cyrus Vance
Secretary of State
Washington, D. C.

CHILE

Criminal Investigations

Agreement signed at Washington April 7, 1978;
Entered into force April 7, 1978.

AGREEMENT

A. I, Earl J. Silbert, United States Attorney for the District of Columbia, as the representative of the United States in the investigation of the murder of Orlando Letelier, hereby agree to the following:

1. That information obtained through the Letelier investigation with respect to actions by Chilean Nationals in the United States may be used to investigate and prosecute violations of law in the United States;

2. That there will be no other use of this information by the United States and it will be conveyed only to the Government of Chile to be used by its investigators for possible prosecutions; and

3. That the United States agrees to allow representatives of the Government of Chile to have access to interview Mr. Townley if Mr. Townley and his lawyer agree.

B. I, Enrique Montero, Undersecretary of the Interior, as the representative of the Government of Chile, hereby agree to the following:

1. That any information relating to actions by Chileans or persons of any other nationality which relate in any manner to the murder of Orlando Letelier, will be conveyed to the Government of the United States.

It is understood by both Governments that this Agreement relates only to the exchange of information. It does not, in any way, limit the right of either Government to prosecute persons for crimes within its jurisdictions.

Earl J. Silbert
EARL J. SILBERT

ENRIQUE MONTERO

April 7, 1978
DATE

IRAN

Economic Cooperation

Agreed minutes signed at Washington February 28, 1978;
Entered into force February 28, 1978.

AGREED MINUTES
OF THE FOURTH SESSION OF THE
UNITED STATES-IRAN JOINT COMMISSION

The Fourth Session of the United States-Iran Joint Commission for Economic Cooperation was held in Washington, D.C. on February 28, 1978.

The Delegation of the United States was headed by the Honorable Cyrus Vance, Secretary of State, and the Iranian Delegation was led by H.E. Mohammed Yeganeh, Minister of Economic Affairs and Finance.

The lists of the two delegations are given in Annexes 1 and 2.

The Commission discussed the major economic issues facing the world community and agreed that through closer cooperation, Iran and the U.S. will be able to contribute significantly towards the establishment of an efficient, just and equitable international economic order.

The two sides emphasized the importance of carrying out the recommendations of the Conference on International Economic Cooperation (CIEC) and agreed to pursue the positive dialogue in the United Nations overview mechanism established by United Nations General Assembly Resolution 32/174 of December 1977.

Reviewing the world energy situation the two parties agreed on the need to continue their efforts for conservation of energy utilization, and development of alternative sources of energy through economic incentives and other measures before the rapid depletion of petroleum resources in the world would bring about a serious situation for the world economy and deprive future generations of numerous useful products derived from petroleum.

The Iranian side expressed its deep concern with respect to the recent international monetary developments and the continuing world inflation, despite the commendable efforts made to curb it, and expressed the urgent need for measures to safeguard the interest of the affected countries.

The Commission reviewed trade and economic cooperation between the two countries since its Third Session and expressed satisfaction with the progress achieved. Noting that further opportunities exist in both countries for the rapid and extensive development of

bilateral economic relations, the two parties reaffirmed their strong desire to utilize fully these opportunities.

The Commission examined the reports of its five committees and reached the following decisions and observations:

TRADE AND INDUSTRY

The Commission examined the performance of trade between the United States and Iran during the past year and was of the view that the level of trade did not fully reflect the existing potential of the respective economies. It was agreed that both sides should exert greater effort in order to reach the trade target envisaged during the last session of the Joint Commission. In this respect, the Iranian side expressed its deep concern regarding the low level of its non-oil exports to the United States, and felt that the continued exclusion of Iran from the U.S. Generalized Systems of Preferences constitutes an important barrier to the expansion and diversification of Iran's exports to that country and could

consequently jeopardize long-term development of trade between the two countries. The United States side recognized these concerns and affirmed that they will be carefully weighed in the continuing review of this matter before the Congress. For its part, the U.S. side stated that in 1977, for the first time, trade in civilian goods, including oil, was in Iran's favor.

The Commission agreed that the American participation in joint ventures in Iran should be further encouraged, bearing in mind Iran's resource endowment and comparative advantages. The Commission, in particular, discussed cooperation of the two countries in the establishment of the chemical, petrochemical, pharmaceutical and medical supply, engineering, electronic, basic metals, and transportation equipment industries in Iran.

It was agreed that cooperation in these and other industries will be greatly facilitated if it involves capital participation as well as financing, transfer of technology, and export marketing.

The Commission reviewed the present cooperation between the two countries in the field of electronics and agreed to facilitate greater collaboration in this area. In this connection, the U.S. side agreed to give

prompt and serious consideration to specific proposals which Iran will submit shortly.

The Commission further agreed that with a view to enable Iran to expand further its overseas markets for manufactured goods, contacts will be established between the appropriate agencies of the two countries to exchange views and consider cooperation in export promotion and export marketing techniques.

The Commission was pleased to note the active role of the U.S.-Iran Business Council in promoting trade and economic cooperation between Iran and the United States. The Commission noted that the Council's executive committee had, in the course of its recent meetings, discussed specific proposals regarding surety bonds, conciliation and arbitration procedures, expansion of Iranian exports, and U.S.-Iran social security and tax agreements. The Commission encouraged the Council to move in the direction of undertaking specific joint projects and, in particular, facilitating contacts between private sectors of the two countries in different areas of economic activity.

HEALTH

The Commission noted with satisfaction the cooperation of the two countries in the establishment of the Food and Drug Administration (FDA) of Iran. It further noted that the respective agencies of Iran and the U.S. have agreed on:

A. The exchange of information regarding drug safety, including potential for abuse, efficacy, and quality;

B. Training in the U.S. and Iran of personnel at all levels in the areas of:

1. Drug registration
2. Inspection of drug manufacturing plants
3. Sampling and analysis of drug products both imported and domestic
4. Laboratory management
5. Specific analytic techniques;

C. Technical Cooperation in control of laboratory design and equipment.

Both sides also agreed to explore further the possibility of direct exchange of information on food safety control and coordination of standards in food processing and mutual acceptance of certification.

As the construction of a number of regional hospitals was to start in Iran, the U.S. side stated that the interested American builders shall be kept informed of this matter and will be encouraged to cooperate with Iran's Ministry of Health and Welfare.

The U.S. side indicated that the U.S. has recently passed legislation authorizing the President to enter into Social Security agreements with other governments in order to coordinate Social Security coverage and benefits for workers who spend part of their careers in more than one country. The Iranian side stated that since its present legislation provided for bilateral agreements on Social Security, it is in a position to establish a reciprocal relationship on this matter with the United States. Therefore, the two sides agreed to designate experts to exchange information and embark on consultation to prepare the text of an agreement between the United States and Iran.

The Commission also agreed that the two sides shall consider the exchange of experts on various aspects of the planning and administration of Social Security programs as well as the training of manpower for this purpose.

The Commission discussed cooperation with respect to the training of medical and paramedical personnel and agreed that direct cooperation of American and Iranian universities, such as plans for training of

hospital administrators between the Ministry of Health of Iran and the University of Minnesota and the education program for medical specialists with the University of Pittsburgh, should be encouraged.

The Commission was informed of Iran's comprehensive program for the establishment of the Imperial Medical Center for the provision of health and medical care, education and training of high calibre manpower for various health fields, as well as basic and applied medical research, in fields relevant to the needs of the region. Noting the considerable benefits which would ensue to the region from the establishment of the Center, the Commission agreed that there was a vast scope for cooperation between the two countries in the implementation of this project.

With this in view, a high-level working group shall be convened at a mutually convenient time, possibly in July 1978, with the participation of representatives of the Imperial Medical Center and appropriate officials of United States health agencies. The Iranian side will propose an agenda for this meeting.

TRANSPORTATION

The Commission expressed satisfaction at the conclusion in June 1977 of a technical service agreement between the U.S. Federal Aviation Administration and the Iranian Civil Aviation Organization to upgrade the air traffic control system of Iran. It was noted that a small team of advisors is already in Iran, and is expected to be expanded to 15 persons by April 1978. It was noted that cooperation in this area was proceeding smoothly.

The U.S. party expressed satisfaction at the contracts recently concluded between Iran and U.S. firms concerning transportation and expressed interest in the continuation of such cooperation.

The U.S. side stated that the Coast Guard Academy of the U.S. was prepared to provide further training facilities for Iranian cadets.

The Iranian side stated that among its road building projects it had completed studies for 4,500 kilometers, and invited U.S. concerns to participate in the implementation of these projects, some of them in the form of toll roads. The U.S. side undertook to encourage respective American contractors to participate in such construction efforts.

The two sides agreed that arrangements would be made for visits to the United States by the experts and authorities of Iran's Ministry of Roads and Transportation and its affiliated organizations to become familiar with the technology, management, and operational procedures of American railways, ports, airports, freeways, and toll roads. Experts from the Iranian Ministry of Economic Affairs and Finance will also participate in visits related to toll roads organization and operations.

HOUSING

The Commission noted the priority which the Government of Iran was attaching to the development of middle and low income housing, and agreed that this made possible carrying out a number of joint activities by the Iranian and the U.S. Governments and by the private sectors of both countries. In this connection, the Commission agreed that the two countries should cooperate in the development of a mechanism for coordinating the financing of middle and low income housing and of a mortgage market in Iran.

The two sides agreed to adopt procedures to facilitate the regular flow of information on cost-saving measures and new developments in housing.

In view of Iran's programs to foster residential solar energy applications, the Commission agreed that the two countries shall cooperate in the establishment of appropriate criteria, standards, and conditions for the successful implementation of these schemes in Iran. The Commission noted that the United States will be sponsoring an exhibition of Solar Energy Systems at the U.S. Trade Center in Tehran in April 1978.

The U.S. side supplied to the Iranian side documentation concerning U.S. Government mortgage financing programs and development of solar energy standards and agreed to cooperate fully on the exchange of such information in the future.

Manpower and Technical Cooperation

The Commission reviewed cooperation between the two countries in the field of manpower and technical cooperation and noted with satisfaction the completion of the following joint activities:

A. Delivery to Iran of 18 mobile vocational training centers which are being fully utilized.

B. Submission of a report concerning mobile vocational training centers by an American expert to the Ministry of Labor and Social Affairs of Iran.

C. The training of Iranian officials of the Ministry of Labor and Social Affairs in the fields of manpower statistics, audio-visual techniques, on-the-job training, and expatriate employment.

The Commission discussed and identified the following projects for future cooperation:

A. The Iranian side will submit to appropriate U.S. firms specifications for 15 mobile vocational training centers for Iran.

B. American experts will visit Iran to survey existing plans and programs and submit recommendations concerning cooperation in the following areas:

1. Establishment of a National Productivity Center. The report concerning this project will include a program for visits of Iranian experts to the National Center for Productivity and the Quality of Working Life, and other United States productivity centers. Also arrangements will be envisaged to acquaint Iranian experts with American methods of productivity improvement.

2. Establishment of ten specialized vocational training centers.

The Commission agreed that the two sides shall cooperate in the establishment of a Manpower Data Processing Center in Iran. A United States team, consisting of a job bank expert and an employment statistics expert, will cooperate with Iranian job classification experts and systems design experts in developing a report outlining ways and means for cooperation in establishing a manpower data processing center in Iran.

All the above mentioned United States experts will visit Iran after June 1, 1978 for a period of four weeks.

The U.S. side agreed to cooperate in the selection of an institution of technical and vocational education to collaborate with Iran in the following areas:

A. Send an expert for a period of four weeks within three months of the signing of these Minutes in order:

- to conduct a feasibility study for the establishment of a Center for Technical and Vocational Education
- to undertake a survey on technical teachers training in Iran and submit recommendations for its expansion and improvement
- to make recommendation for the improvement and expansion of a Technical High School in Iran.

B. Establish on-going contacts with the respective Iranian agency for the implementation of above-mentioned programs subsequent to their approval by the Iranian side.

ENERGY

Nuclear Energy

The Commission reviewed cooperation between the two countries in different areas of energy and noted with satisfaction that according to a contract signed between the Atomic Energy Organization of Iran and the Energy Research and Development Administration (ERDA), Oak Ridge Associated

Universities will arrange courses for Iranian engineers in nuclear energy subjects and that the first group of such engineers will be selected shortly.

The Commission was pleased to note that the positions of the two sides concerning the bilateral agreement for cooperation on the peaceful application of nuclear energy have become closer and expressed confidence that final agreement will be reached in the very near future, paving the way under a Most Favored Nation basis, in accordance with International Atomic Energy Agency safeguards and the objectives of the Non-Proliferation Treaty,[1] for the participation of the United States in the Iranian nuclear power program.

The Commission noted that a cooperation agreement in the safety of nuclear power plants was signed last year between the Atomic Energy Organization of Iran (AEOI) and the Nuclear Regulatory Commission and cooperation was being carried out accordingly.

The Commission agreed that representatives of the AEOI and the U.S. Department of Energy should meet whenever necessary to consider cooperation in the field of uranium exploration in Iran. In this context,

[1] Done July 1, 1968. TIAS 6839; 21 UST 483.

the Department of Energy will, to the extent possible, provide advice on various technical aspects of this program. It will also arrange on-the-job training for a number of Iranian uranium experts.

Oil and Gas

The U.S. side stated that the U.S. Department of Energy was prepared to arrange training for Iranian personnel in the areas of advanced oil and gas technology. Recognizing that both Parties have a mutual interest in techniques for the enhanced recovery of oil, the U.S. side will supply Iran with information regarding its ongoing research and development activities and related facilities in this field. The U.S. will also provide information to the respective Iranian agencies on appropriate methodologies for assessing energy reserves particularly in the field of oil and gas.

Both sides agreed to continue to exchange views on proposals for a joint export refinery in Iran and marketing of petroleum products in the U.S.

The U.S. side observed that its liquefied natural gas import policy was under review, and presented to the Iranian party the text of a recent finding by the

Economic Regulatory Administration on the proposed liquefied natural gas imports from Indonesia.

Solar Energy

The Commission noted that a delegation of U.S. experts visited Iran in the fall of 1977 to prepare specific proposals for co-operation in research and development projects of mutual interest in the field of solar energy and to study other applications of solar energy in both countries.

The U.S. side declared its readiness to provide training for a number of Iranian solar technicians at U.S. facilities, including the Sandia Laboratory. The Commission was informed that a Solar Energy Systems Exhibition and Technical Workshop will be held April 30th to May 4th at the U.S. Trade Center in Tehran. The exhibit will demonstrate the range of solar energy technology available from U.S. firms. The workshop, which is to be chaired by a Department of Energy expert, will address the application of such technology to conditions in Iran, taking into account Iran's R and D in this field.

Energy Models

The two sides agreed to exchange information on specific results of world-wide supply-demand energy models.

SCIENCE, TECHNOLOGY, AND EDUCATION

The Commission noted the progress achieved in cooperation between the two countries since its last meeting, particularly in the fields of education, meteorology, remote sensing applications, environment and oceanography.

It was observed that the program of student counseling and guidance has been particularly successful and was being extended to the provincial cities of Iran. The U.S. side declared its readiness to cooperate with the new Counseling and Guidance Center of Iran.

The Commission was pleased to note the conclusion of an agreement between the two countries to cooperate in the implementation of the first phase of a program to modernize the weather forecasting system of Iran and agreed to encourage this joint effort.

The Commission noted that the two countries were planning to hold a workshop

in Tehran in the summer of 1978 to train 60 Iranian specialists in applications of remote sensing, and agreed to encourage further cooperation in this field.

The Commission was informed that a program in the field of environment, including reciprocal visits of experts and joint work on motor vehicle emissions, effluent guidelines, and monitoring and mangement controls, was under implementation between the respective agencies of the two countries.

Noting the importance attached to educational technology by the Iranian side, it was agreed that the two sides shall cooperate in this area through information exchange and provision of experts for the training of instructors.

The U.S. side agreed to facilitate the training of Iranian personnel and the exchange of information in oceanography, subject to administrative arrangements to be worked out between the two parties in this area.

The two sides indicated their willingness to continue their cooperative research in geology and, particularly, the wind

erosion studies in the Lut Desert. They also stated their readiness to consider cooperation in (1) paleomagnetism and (2) tectonics and seismotectonics.

The Commission noted that the two countries have scheduled a workshop on arid land sciences for late fall 1978 in Iran. Plans will be elaborated in more detail when an American team visits Iran in March 1978.

The U.S. side proposed cooperation in research in the mitigation of earthquake effects and in industrial standards. The Iranian side agreed to consider these proposals and convey its views in due course.

Noting the interest of the Iranian side in establishing links between research laboratories and industry, and in promoting technological innovations, the U.S. side undertook to provide Iran with available materials and experience in this area, particularly in the establishment of technology centers in developing countries.

The Commission reviewed the cooperation established between the Ministry of Education of Iran and certain American educational

institutions. In this connection the U.S. side agreed to facilitate the visit of respective Iranian officials to various educational institutions of the United States in order to become further acquainted with the educational systems and new methods of education in the United States.

AGRICULTURE

The Commission reviewed the existing programs as well as new areas of cooperation between the two countries in agriculture and agreed as follows:

A. Private Sector Cooperation

The U.S. party shall facilitate the establishment of joint ventures relating to agriculture and agricultural development in Iran.

The U.S. party stated that both the U.S. Department of Agriculture (USDA) and the U.S. Department of Interior (USDI) are in the position to work closely with private firms and the Ministry of Agriculture and Rural Development (MARD) in land development and consolidation in Iran. It was further envisaged that appropriate U.S. agencies would cooperate with the private sector of Iran in conducting feasibility studies of specific projects in Iran.

B. Animal Health

The training program in animal health will be continued and one group of experts each year for three

years will receive required training in the U.S. (for a duration of 1 to 9 months each).

In addition, it was noted that an Activity Implementation Plan (AIP) for Animal Health was currently being reviewed in Tehran by the Iranian Veterinary Organization and a senior technical representative of the USDA. The AIP provides for a poultry health scientist to function as the AIP team leader. The AIP also envisages the provision of services of a large-animal clinician and other U.S. animal health scientists to be mutually agreed upon. A full-time Iranian counterpart shall work with each U.S. scientist.

Activation of the Animal Health Program awaits signature of the AIP and the covering project agreement between MARD and USDA.

C. Extension

The USDA will provide training for Iranian experts as well as U.S. expertise in the field of extension. USDA will also train two groups of ten persons each in the following areas:

1. Four persons in the field of extension methods,

2. One person for training rural youth, and

3. Five persons in the operation of farm machinery.

D. Soya and Cotton Production

The ongoing training program in the production of soya and cotton shall continue. It was also agreed that USDA will coordinate this activity presently undertaken at the University of Illinois.

E. Forestry

The USDA will provide training for a group of Iranians in the field of fire management. This group will consist of six trainees and the training will last for a period of six months.

F. Dry Farming and Cattle Breeding

USDA shall coordinate the existing program in dry farming and cattle breeding at present conducted by the Consortium for International Development.

G. Plant Pest Control

The ongoing program in Plant Quarantine shall continue. Annually, a group of two Iranians will receive training in this area.

H. Agricultural Education

A proposal for the provision of three American instructors in the field of agricultural vocations will be submitted by the USDA. The USDA would provide training for a group of approximately 20 persons in the area of agricultural education during the summer of 1978.

I. Data Collection

Training and technical cooperation in such areas as Large Area Crop Inventory Experiment (LACIE) and use of satellite technology as the basis of an agricultural information system will be provided by USDA. For this purpose the USDA will initially send to Iran a team including a general agriculturalist familiar with Iran and a remote sensing specialist. The U.S. team will assess the present situation in Iran and make recommendations. Further cooperation

in this area will be subject to the approval of the Ministry of Agriculture and Rural Development of Iran.

The Commission agreed that the respective experts of the two sides would meet in Tehran after six months in order to review the progress and cooperation in the above areas.

DATE AND VENUE OF THE NEXT SESSION

It was agreed to hold the Fifth Session of the Joint Commission in Tehran in 1979 on a date to be agreed upon in due course.

Done in Washington, D.C. on February 28th, 1978 in two original copies in English, both being equally authentic.

Leader of the United States Delegation	Leader of the Iranian Delegation
Cyrus Vance	Mohammed Yeganeh
Cyrus Vance Secretary of State	Mohammed Yeganeh Minister of Economic Affairs and Finance

ANNEX 1

US-IRAN JOINT COMMISSION
Washington - Feruary 28, 1978

US Delegation

Department of State

Cyrus R. Vance
Secretary of State

Richard N. Cooper
Under Secretary of State
for Economic Affairs

Patsy T. Mink
Assistant Secretary for Oceans and
International Environmental
Scientific Affairs

Ambassador William H. Sullivan
American Embassy, Tehran

Sideny Sober
Acting Assistant Secretary for Near
Eastern and South Asian Affairs

Charles W. Naas
Director, Office of Iranian Affairs

Other U.S. Government

Sidney Harman
Under Secretary
Department of Commerce

Harry E. Bergold
Assistant Secretary for International
Affairs, Department of Energy

Howard D. Samuel
Deputy Under Secretary for
International Affairs,
Department of Labor

Quentin West
Special Assistant for International
Scientific and Technological Affairs,
Department of Agriculture

ANNEX 2

US-IRAN JOINT COMMISSION
Washington - February 28, 1978

Iranian Delgation

His Excellency Mohammed Yeganeh
Minister of Economic Affairs and Finance

His Excellency Ardeshir Zahedi
Ambassador, Embassy of Iran

His Excellency Jalil Shoraka
President, Bank Melli

His Excellency Javad Vafa
Vice-Minister for International Affairs
Ministry of Economic Affairs and Finance

His Excelleny Dr. Asad Aram
Executive Deputy to the
Minister of Health and Welfare

His Excellency Mehdi Ghafarzadeh
Vice-Minister for Industry and
Mining Planning
Ministry of Industry and Mines

His Excellency Abbas Sheikh
Vice-Minister for Employment and
Productivity, Minister of Labor
and Social Affairs

His Excellency Bahman Parsa
Vice-Minister for Scientific
Research, Ministry of Science and
Higher Education

His Excellency Firouz Mahdavi
Vice-Minister for Crop Production
Affairs, Ministry of Agriculture
and Rural Affairs

His Excellency Hossein Moadi
Vice-Minister for Commerce,
Ministry of Commerce

His Excellency Morteza Hoghoughi
Managing Director, Organization for
Productive Units, Ministry of
Agriculture and Rural Development

Mr. Firouz Afrouz
Managing Director of the
Housing Organization
Ministry of Housing

Mr. Mohammed Hossein Omid Salar
Director-General for Energy Planning
Ministry of Energy

Mr. Massoud Mousavi
Director-General for Economic
Cooperation, Ministry of Economic
Affairs and Finance

Mr. Mohammed Hossein Kamali
Director-General
General Bureau of the Ministry of
Economic Affairs and Finance

Mr. Kohzad Azarhoush
Director-General for
Organization, Method and Manpower
Planning, Ministry of Roads and
Transportation

Mr. Jamaluddin Yazdanparast
Expert-in-charge, International
Affairs Department, Ministry of
Economic Affairs and Finance

Mrs. Yasseari
Staff Assistant to Minister Yeganeh

Mr. Youssef Akbar
Counselor of Embassy
Embassy of Iran

ARGENTINA

Maritime Matters

Memorandum of understanding signed at Buenos Aires March 31, 1978;
Entered into force January 30, 1979.

MEMORANDUM OF UNDERSTANDING BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE ARGENTINE REPUBLIC
REGARDING CERTAIN MARITIME MATTERS

The Government of the United States of America and the Government of the Argentine Republic;

Taking into consideration their special interest in promoting trade by strengthening and providing adequate protection for their merchant marines; and

Recognizing the need to ensure the efficiency and regularity of ocean liner shipping which satisfy the needs of the trade moving between both Parties; and

Considering that it is desireable for the shipping interests of both countries to maintain closer relations and permanent contacts;

Have agreed as follows:

1. Each Party recognizes the intention of the other Party in carrying a substantial portion of its liner trade in vessels of its own flag in accord with appropriate legislation in each country. For purposes of this paragraph, vessels of Argentina shall include vessels under Argentine registry or charter.

This provision, established in the light of the reciprocal interests of the two countries, does not affect the rights of flag vessels of third parties to carry goods between the ports of the two Parties, as implemented in the terms of Paragraph 2 below, and in accord with the appropriate legislation in each country.

2. The establishment of mechanisms and procedures necessary to the implementation of the carriage of cargo envisioned in Paragraph 1 of this Memorandum of Understanding, such as revenue shares for the lines in the trade, number of sailings, over-carriage and under-carriage provisions, and similar matters, will be determined by commercial agreement between their respective national flag carriers, subject to approval by the appropriate governmental agencies of each of the Parties.

3. In connection with the implementation of such agreements both Parties will enter into an understanding providing for access to government-controlled cargoes in accord with the appropriate legislation in each country.

4. Both sides shall resolve problems that may arise in the implementation of this Memorandum of Understanding in accordance with the above-mentioned principles.

5. For the purpose of this Memorandum of Understanding the competent maritime authorities are considered to be the Maritime Administration, Department of Commerce, for the Government of the United States of America and the Secretariat of State for Maritime Interests of the Ministry of Economy, for the Government of the Argentine Republic.

The competent authorities cited above shall hold consultative meetings at the request of either Party for the purpose of promoting improvements in the procedures for implementing the provisions of the present Memorandum of Understanding and for examining specific problems arising therefrom.

This Memorandum of Understanding will become effective upon notification that necessary procedures under Argentine law have been met.[1]

[1] Jan. 30, 1979.

Done at Buenos Aires, Argentina in two originals, one in English and one in Spanish, on the 31st day of March, 1978.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Robert J. Blackwell

Robert J. Blackwell

FOR THE GOVERNMENT OF THE ARGENTINE REPUBLIC

Rear Admiral Carlos N.A. Guevara

TIAS 9239

MEMORANDUM DE ENTENDIMIENTO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE LA REPUBLICA ARGENTINA RELATIVA A CIERTOS ASUNTOS MARITIMOS

El Gobierno de los Estados Unidos de América y el Gobierno de la República Argentina;

Teniendo en consideración el especial interés en promocionar el intercambio comercial mediante el afianzamiento y la provisión de adecuada protección a sus marinas mercantes; y
Reconociendo la necesidad de asegurar la eficiencia y regularidad del transporte marítimo en buques de línea que satisfagan las necesidades del intercambio comercial entre ambas Partes; y
Considerando que el mantener relaciones más estrechas y contactos permanentes es provechoso para los intereses marítimos de ambos países;
Han acordado lo siguiente:

1. Cada una de las Partes reconoce la intención de la otra Parte de transportar una substancial porción del tráfico de línea regular en buques de su propia bandera, según la pertinente legislación en cada país. A los fines de este Párrafo, "buques de Argentina" incluirá buques con registro Argentino o tomados en fletamento (charter).
   Esta disposición, instituída a la luz de los intereses recíprocos de los dos países, no afecta los derechos de buques de banderas de terceras partes para transportar mercaderías entre los puertos de las dos Partes, como queda establecido en los términos del Párrafo 2, más abajo mencionado, y según la pertinente legislación en cada país.

2. La fijación de mecanismos y procedimientos necesarios para la implementación del transporte de mercaderías contemplado en el Párrafo 1, tales como cuotas de ingresos para las líneas que sirven el tráfico, número de salidas, regulaciones por exceso en el transporte y por defecto en el transporte y asuntos similares, serán determinados por medio de acuerdo comercial entre las respectivas líneas de transporte de bandera nacional y sujetos a aprobación por parte de los pertinentes organismos gubernamentales. de cada una de las Partes.

3. En relación con la implementación de tales acuerdos, ambas Partes arriba-

rán a un entendimiento que contendrá providencias para el acceso a cargas bajo control gubernamental, de acuerdo con la pertinente legislación en cada país.

4. Ambas Partes resolverán los problemas que pudieran surgir en la implementación de este Memorandum de Entendimiento, de acuerdo con los principios antes citados.

5. Para los fines de este Memorandum de Entendimiento, se considera que las autoridades marítimas competentes son la "Maritime Administration - Department of Commerce", para el Gobierno de los Estados Unidos de América y la Secretaría de Estado de Intereses Marítimos del Ministerio de Economía, para la República Argentina.
Las autoridades competentes antes citadas mantendrán reuniones de consulta a solicitud de cualquiera de las Partes, con el objeto de promover mejoras en los procedimientos para implementar las disposiciones de este Memorandum de Entendimiento y para examinar los problemas específicos que de él surjan.

Este Memorandum de Entendimiento entrará en vigencia al producirse la notificación de que han sido satisfechos los procedimientos necesarios que determinan las leyes argentinas.

Firmado en la Ciudad de Buenos Aires, República Argentina, en dos originales, uno en Inglés y otro en Español, a los treinta y un días del mes de Marzo de 1978.

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

Robert J. Blackwell

POR EL GOBIERNO DE LA REPUBLICA ARGENTINA

Contraalmirante Carlos N.A. Guevara

REPUBLIC OF KOREA

Criminal Investigations

Joint statement signed at Seoul December 31, 1977;
Entered into force December 31, 1977.
With related agreements
Signed at Seoul January 10, 1978;
Entered into force January 10, 1978.
And effected by exchange of notes
Signed at Washington February 21, 1978;
Entered into force February 21, 1978.

JOINT STATEMENT REGARDING

COOPERATION BETWEEN

THE GOVERNMENTS OF THE UNITED STATES

AND THE REPUBLIC OF KOREA

CONCERNING THE CASE OF MR. TONGSUN PARK

The Ambassador of the United States to the Republic of Korea and the Foreign Minister of the Republic of Korea today jointly announce the following understandings between the two governments guiding their mutual cooperation concerning Mr. Tongsun Park.

1. Mutual Prosecution Assistance Agreement.

A Mutual Prosecution Assistance Agreement between the Republic of Korea Ministry of Justice and the United States Department of Justice concerning terms and conditions for communicating with Mr. Tongsun Park will be signed in Seoul between representatives of the Republic of Korea Ministry of Justice and the United States Justice Department prior to the beginning of the questioning of Mr. Tongsun Park. Provisions of the Agreement will be consistent with this Joint Statement.

2. Department of Justice Meeting with Mr. Tongsun Park.

Mr. Tongsun Park will meet briefly with United States officials in the United States Embassy in Seoul in the presence of two Korean officials and Mr. Park's counsel. The purpose of this meeting will be for signing by the

United States Department of Justice and Mr. Park of a Memorandum of Understanding concerning Mr. Tongsun Park's agreement to give truthful testimony and the Department of Justice's offer to grant him full immunity and, upon completion of his testimony, to seek the dismissal of the indictment now pending against him.

3. Questioning of Mr. Tongsun Park in Korea.

A. Mr. Park will be questioned in Seoul by Korean and American prosecutors at a location to be mutually agreed upon and arranged by the Korean side.

B. There will be no limitation on the number of questioning sessions, but such questioning shall be conducted during normal office working hours. Sessions will not be open to the public. The questioning will concern the relationship between Mr. Tongsun Park and United States officials and persons, and Mr. Park's actions with respect to them.

C. Both the Korean and United States prosecutors will engage in full and direct questioning of Mr. Tongsun Park.

D. Oaths will be administered in accordance with Korean law and international practices; polygraph examination may be used; English may be used in questions and answers along with Korean with the help of interpreters; and verbatim record will be made of the testimony.

4. Arrangements and Assurances for Mr. Tongsun Park's Trial Testimony Before United States Courts.

A. The purpose of Mr. Tongsun Park's travel to the United States under these arrangements is to testify as a witness in court.

B. The United States Department of Justice will seek dismissal by the court of the pending indictment against Mr. Tongsun Park promptly upon completion of his truthful testimony at the last United States court proceeding and will provide him with full immunity from any past criminal conduct.

C. The intention of the United States Department of Justice is to question Mr. Tongsun Park before the court on the subject of his relations with United States officials and persons, and Mr. Park's actions with respect to them.

D. Mr. Tongsun Park by reason of these arrangements will assume no obligation to appear before Congressional committees in the United States or to undergo questioning by any United States Government agency other than the Department of Justice.

E. The United States Government gives full assurances that it will take all necessary measures to protect the personal safety of Mr. Tongsun Park when in the United States should cause for such measures arise.

F. Mr. Tongsun Park would be admitted to the United States under the authority of the Department of Justice for the specific purpose of and limited periods necessary for testifying at court trials. The United States Government gives full assurances that the Department of Justice does not intend to detain him in the United States. Under these arrangements, therefore, it is expected that he would return to the Republic of Korea promptly after his testimony at each trial.

5. Mr. Tongsun Park's Travel to and from the United States and the Republic of Korea.

A. The Republic of Korea Government is prepared actively to advise Mr. Tongsun Park to travel to the United States as a witness solely for the purpose of trial testimony, if and when necessary.

B. The Republic of Korea Government will provide Mr. Tongsun Park with a travel document and exit permit in order for him to travel only to and from the United States and the Republic of Korea solely for the purpose of his trial testimony before the United States court, and will take all necessary steps to facilitate his travel for this purpose.

In making public this Joint Statement, the two governments reaffirm their long-standing spirit of friendly cooperation and express their sincere hope for the early settlement of the pending problems between the two governments concerning the case of Mr. Tongsun Park.

Done at Seoul, Korea this 31st day of December 1977 in duplicate in the Korean and English languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES

[1]

FOR THE GOVERNMENT OF THE REPUBLIC OF KOREA

[2]

[1] Richard L. Sneider.
[2] T. Jin Park.

박 동선 문제에 대한 미합중국 정부와 대한민국 정부간의

협력에 관한 공동성명

주한 미국대사와 대한민국 외무부장관은 금일 미·한 양국 정부가 박 동선 문제에 대한 상호협력을 위하여 다음과 같이 합의하였음을 공동으로 발표한다

1. 검찰 공조협정

한국 법무부 대표와 미 법무성 대표는 서울에서 박 동선씨에 대한 신문을 시작하기 전에 "박 동선과의 대화를 위한 절차와 조건에 관한 대한민국 법무부와 미합중국 법무성간의 검찰 공조협정"에 서명한다 동 협정의 규정내용은 본 공동성명 내용과 일치토록 한다

2. 미 법무성 대표의 박 동선씨 면접

박 동선씨는 2명의 한국 정부 공무원과 박씨의 변호인 입회하에, 주한 미대사관에서 미국 정부 공무원과 잠시 면접한다. 이 면접의 목적은 진실한 증언을 한다는 박 동선씨의 동의와 박씨에게 전면 면책을 부여한다는 미 법무성의 제의 및 증언 완료 즉시 계류중인 기소 취소조치에 관한 양해각서를 미 법무성 대표와 박 동선씨간에 서명하는데 있다

3. 한국에서의 박 동선씨에 대한 신문

가. 박 동선씨에 대한 신문은 서울에서 한·미 양국 검찰이 상호 합의하여 한국측이 마련한 장소에서 행한다.

나. 신문회수에 대하여는 제한을 하지 않으나, 이 신문은 통상 공공 근무시간중에 비공개로 행한다. 신문사항은 박 동선씨와 미 공직자 및 미국인들과의 관계 그리고 그들에 대한 박씨의 행위에 관한 것이다.

다 한·미 양국 검찰은 박 동선씨에 대하여 충분한 직접 신문을 행한다.

라. 선서는 한국법과 국제관행에 따라 행하고 허언탐지기를 사용할 수 있다. 질문과 답변시에 한국어와 영어를 사용하고 통역을 사용할 수 있으며, 신문기록을 작성한다.

4. <u>박 동선씨의 미 법정 증언에 관한 절차와 보장</u>

가. 본 합의에 따른 박 동선씨의 도미 목적은 미 법정에서 증인으로서 증언하는데 있다.

나. 미 법무성은 박 동선씨가 미 법정 최종 공판에서의 진실한 증언을 마치는 즉시 박 동선씨에 대하여 계류중인 기소를 미 법원이 취소토록 조치할 것이며, 또한 박씨에게 과거의 여하한 형사적 행위에 대하여도 전면 면책을 부여한다.

다. 미 법무성은 법정에서 박 동선씨에게 동인의 미 공직자 및 미국인들과의 관계 그리고 그들에 대한 박씨의 행위에 대하여 신문한다.

라. 본 합의가 성립되었다는 이유로 박 동선씨는 미국에서 미의회 위원회에 출두하거나 또는 미 법무성외의 다른 여하한 미 정부기관의 신문을 받을 의무를 지는 것은 아니다.

마 미국 정부는 박 동선씨가 체미중 동인의 신변안전을 보호하기 위하여 그러한 필요가 생긴다면 모든 필요한 조치를 취할 것임을 전적으로 보장한다.

바. 박 동선씨는 미 법정에서 증언한다는 특정목적과 그에 필요한 제한된 기간동안만 미 법무성 권한으로 입국이 허용된다. 미국 정부는 박 동선씨를 미국에 붙들어 두지 않을 것임을 전적으로 보장한다. 그러므로 박 동선씨는 본 합의에 따라 매번 공판증언을 마치는대로 즉각 귀국하여야 한다.

5. 박 동선씨의 도미 및 귀국

가. 한국 정부는 박 동선씨에게 필요할 경우, 오로지 공판정에서의 증언만을 위하여 증인으로서 도미하도록 적극 권할 용의가 있다.

나 한국 정부는 박 동선씨에게 미 법정에서의 증언 목적을 위해서만 도미하고 귀국하도록 여행증명서를 발급하며 출국을 허가하고 이 목적을 위한 모든 필요한 편의를 제공한다.

본 공동성명을 발표함에있어 한·미 양국 정부는 양국간의 오랜 우호 협력 정신을 재확인하고, 박 동선 사건으로 인한 양국 정부간 현안 문제의 조속한 완결을 간절히 바란다

1977년 12월 31일 서울에서 한국어와 영어로 동등한 정본 2통을 작성하였다.

미합중국 정부를 대표하여

대한민국 정부를 대표하여

[RELATED AGREEMENTS]

MUTUAL PROSECUTION ASSISTANCE AGREEMENT
BETWEEN THE UNITED STATES DEPARTMENT OF
JUSTICE AND THE REPUBLIC OF KOREA
MINISTRY OF JUSTICE CONCERNING TERMS AND
CONDITIONS FOR COMMUNICATING WITH
MR. TONGSUN PARK

1. The Ministry of Justice of the Republic of Korea and the United States Department of Justice agree to render, in accordance with the laws of their respective countries, with the provisions of the Joint Statement regarding cooperation between the Governments of the Republic of Korea and the United States concerning the case of Mr. Tongsun Park issued on 31 December 1977 and with the provisions of this Agreement, mutual assistance to the prosecutors in their respective countries with respect to the activities of Mr. Tongsun Park pertaining to alleged bribery of United States officials or persons hereinafter referred to as "the United States officials".

2. All requests for assistance may be communicated directly between the Ministry of Justice of the Republic of Korea and the United States Department of Justice.

3. Mr. Tongsun Park may be represented by counsel of his choice at all meetings and questioning sessions in Korea or the United States.

4. At the meeting to be held at the American Embassy in Seoul in the presence of two Korean officials, Mr. Tongsun Park and United States Justice officials will be expected to sign a Memorandum of Understanding representing the agreement between Mr. Tongsun Park and the United States Department of Justice regarding his promise to give truthful testimony and the Department of Justice's offer to provide him with full immunity from any past criminal conduct, and to seek dismissal of the indictment presently pending against him following the completion of his testimony and cooperation.

5. During the subsequent interrogation of Mr. Tongsun Park in Seoul, Korea, Korean prosecutors will put questions to Mr. Park at the start of each session of questioning. Thereafter, United States prosecutors will put questions to Mr. Park continuously.

6. The United States Department of Justice prosecutors will put questions to Mr. Park in English, and Mr. Park will be expected to answer in English. Mr. Park's answers to a particular question will be stated without delay, and simultaneous translation into Korean or English will be employed as needed. A verbatim record in English will be provided to the Korean prosecution.

7. At the option of the American prosecutors in lieu of questioning on the record, Mr. Park may be examined by United States polygraph examiner concerning any question previously put, or be interviewed off the record by United States prosecutors in the presence of Korean officials.

8. The questioning shall concern Mr. Park's relationship with United States officials, including Congressmen, and related actions or statements made by Mr. Park or made in his presence. Mr. Park may also be questioned about Korean or American persons or entities utilized by him to conduct such relationship.

The questioning shall not concern actions or statements of officials of the Republic of Korea Government or of any third country, except any which may have occurred in the United States or in the presence of United States officials.

9. When Mr. Tongsun Park comes to the United States as a witness in connection with prosecution of indictments against United States officials, the scope of examination by the prosecution shall be the same as in Korea.

10. In addition to testifying as a prosecution witness during trials of United States officials, Mr. Park may be required to cooperate at related court proceedings such as pre-trial motions.

11. It should not be necessary for Mr. Park to appear before the United States Grand Jury, since the transcripts of the Seoul interrogation will be presented to the Grand Jury and should suffice in lieu of his personal appearance.

12. In addition, relevant portions of the transcripts of Mr. Park's Seoul interrogation may be provided by the United States Department of Justice to United States Congressional Committees. The Committees will be urged to accept the transcripts in lieu of personal appearances by Mr. Park. In addition, they will be asked by the United States Department of Justice not to subpoena Mr. Park when he visits the United States for trial testimony.

13. Except as provided in paragraphs 10, 11, and 12, all information made available by the Ministry of Justice of the Republic of Korea and the United States Department of Justice pursuant to this Agreement, and all correspondence between them relating to such information and to the implementation of this Agreement, shall be kept confidential and shall not be disclosed to third parties or to government agencies, excluding agencies investigating alleged bribery of the United States officials, unless otherwise agreed.

14. The Ministry of Justice of the Republic of Korea and the United States Department of Justice shall give advance notice prior to the use of any information made available pursuant to this Agreement.

15. This Agreement shall enter into force on the date of signature by both representatives of the Ministry of Justice of the Republic of Korea and the United States Department of Justice.

Done at Seoul, Korea this 10th day of January, 1998 in duplicate in the Korean and English languages, both texts being equally authentic.

FOR THE UNITED STATES DEPARTMENT OF JUSTICE:

[1]

FOR THE MINISTRY OF JUSTICE OF THE REPUBLIC OF KOREA:

[2]

[1] Benjamin R. Civiletti.
[2] Chong Won Lee.

미합중국 연방정부 및 대한민국
정부는 상호 협조하여 민사 및 형사 사법 공조를 위한 협정을
체결하기 위하여 아래 서명한 전권대표를 임명하였다.

1. 대한민국 법무부와 미합중국 법무성은 미합중국 공직자 및 미국인 (이하 "미국 공직자"라 한다)의 수뢰혐의에 관련된 박 동선의 활동에 관하여, 양국의 법률, 1977년 12월 31일자 박 동선 문제에 대한 대한민국 정부와 미합중국 정부간의 협력에 관한 공동성명의 내용 및 이 협정의 규정에 따라 양국의 검찰기관에 대하여 상호 공조하기로 합의한다.

2. 공조를 위한 모든 요청은 대한민국 법무부와 미합중국 법무성간에 직접 행할 수 있다.

3. 박 동선은 대한민국 또는 미합중국 내에서의 모든 면접과 신문에 있어 동인이 선임한 변호인의 변호를 받을 수 있다.

4. 박 동선과 미합중국 법무성간에, 박 동선은 진실한 증언을 하기로 약속하고, 미합중국 법무성은 박 동선이 증언 및 협조를 완료한 때에 동안의 여하한 과거 범죄행위에 대하여도 전면 면책을 부여하며 현재 동인에 대하여 계속중인 사건의 기소취소를 구하기로 합의한 양해각서에 박 동선과 미합중국 법무성 공무원은 주한 미합중국 대사관에서 2명의 대한민국 공무원 참석하에 가질 면접에서 서명하기로 한다.

5. 대한민국 서울에서 행하는 박 동선에 대한 신문에 있어서는 매 신문절차마다 대한민국 검사가 박 동선에 대한 신문을 선도한다. 그 다음에 미합중국 검사가 박 동선을 계속하여 신문한다.

6. 미합중국 법무성 검사는 박 동선에 대하여 영어로 질문하고, 박 동선은 영어로 답변할 것이 기대된다. 특정질문에 대한 박 동선의 답변은 지체없이 행하여 져야 하며, 필요에 따라 한국어 및 영어의 동시 통역을 하기로 한다. 영어로 작성된 신문기록은 이를 대한민국 검찰기관에 제공한다.

7. 미합중국 검사의 선택에 따라 조서를 작성하면서 신문하는 대신에 대한민국 공무원 참석하에 미합중국 허언탐지기 전문가는 이미 행하여진 여하한 신문과 관련하여 박 동선을 감정할 수 있고, 또한 미합중국 검사는 조서를 작성하지 아니하고 면담을 행할 수 있다.

8. 신문은 박 동선과 의회의원을 포함한 미국 공직자와의 관계 및 이와 관련되어 박 동선 자신에 의하여 이루어 지거나 동인의 면전에서 이루어진 행위와 진술에 관하여 행하여 진다. 또한, 박 동선은 그러한 관계를 유지하기 위하여 동인이 이용한 한국인이나 미국인 또는 단체에 관하여 신문 받을 수 있다. 대한민국 또는 제3국의 공무원의 행위나 진술에 관하여는 신문할 수 없다. 다만, 미합중국 내에서 또는 미국 공직자의 면전에서 이루어 졌을지도 모르는 행위나 진술이 있었다면 이에 관하여는 그러하지 아니하다.

9. 박 동선이 미국 공직자에 관한 기소와 관련한 증인의 자격으로 미국에 갈 경우에 있어서 검찰측에 의한 신문의 범위는 대한민국에서의 신문범위와 같다.

10. 박 동선은 미국 공직자에 대한 공판에 있어서 검찰측 증인으로서 증언하는 외에 본안전신청과 같은 관련 법정절차에 협력할 것을 요청 받을 수 있다.

11. 서울에서의 신문기록등본을 미합중국연방 대배심에 제출하면 이는, 박 동선의 출석을 충분히 대신할 수 있기 때문에 동인은 대배심에 출석할 필요가 없다.

12. 또한 미합중국 법무성은 박 동선에 대한 서울에서의 신문기록중 관련부분의 등본을 미합중국 의회의 위원회에 제출할 수 있다. 박 동선을 직접 출석시키는 대신에 동 신문기록등본을 접수하도록 동 위원회에 촉구한다. 또한 미합중국 법무성은 박 동선이 법정 증언을 하기 위하여 미합중국을 방문할 때 동 위원회에 대하여 동인에 대한 출석명령을 발하지 않도록 요청한다.

13. 제 10항, 제 11항 및 제 12항에 규정된 경우를 제외하고는 이 협정에 따라 대한민국 법무부와 미합중국 법무성이 보유하는 모든 자료와 양자간에 이들 자료 및 이 협정의 시행과 관련하여 이루어진 모든 통신은 달리 합의하지 않는한 비밀로 하며, 미국 공직자의 수뢰혐의를 조사하고 있는 기관을 제외한 여하한 정부기관이나 제 3자에게 공개되어서는 아니된다.

14. 대한민국 법무부와 미합중국 법무성은 이 협정에 따라 보유하는 여하한 자료도 사용하기 전에 미리 그 뜻을 통지하여야 한다.

15. 이 협정은 대한민국 법무부와 미합중국 법무성의 대표가 서명하는 날로부터 발효한다.

1978년 1 월 10 일 서울에서 한국어와 영어로 동등한 정본 2통을 작성하였다.

미합중국 법무성을 대표하여

대한민국 법무부를 대표하여

이 종 원

EMBASSY OF THE REPUBLIC OF KOREA
WASHINGTON, D. C.

KAM 78/28

February 21, 1978

Excellency,

With regard to the voluntary appearances of Mr. Tongsun Park before two committees of the United States Congress, the House Committee on Standards of Official Conduct and the Senate Select Committee on Ethics, and before the United States courts, I have the honor to state that the following is the understanding of the Republic of Korea Government.

1. The Republic of Korea Government will take all necessary steps to facilitate Mr Park's travel to the United States for the purpose of his voluntary appearances before the two named committees and before the United States courts in furtherance of cooperation embodied in the Joint Statement Regarding Cooperation Between the Governments of the United States and the Republic of Korea Concerning the Case of Mr Tongsun Park, dated December 31, 1977 and the Mutual Prosecution Assistance Agreement between the Republic of Korea Ministry of Justice and the U.S. Department of Justice Concerning Terms and Conditions for Communicating with Mr. Tongsun Park, dated January 10, 1978.

2. The United States Government will admit Mr. Park to the United States under the statuary authority of the Attorney General and under the protection of the Department of Justice

for the specific purposes of and the limited periods necessary for appearances before the two named committees, as well as for testifying at court trials, and gives full assurances that the Department of Justice does not intend to detain him in the United States. Under the arrangements in the above agreements, therefore, it is expected that he would return to the Republic of Korea promptly after his appearances before the two named committees and his trial testimony.

I would appreciate your confirmation of the above understanding.

Please accept, Excellency, the renewed assurances of my highest consideration.

Yong Shik Kim
Ambassador

His Excellency
Cyrus R. Vance
Secretary of State
Washington, D. C.

FEBRUARY 21, 1978

EXCELLENCY:

I have the honor to acknowledge the receipt of your note No. KAM 78–28, dated February 21, 1978, regarding the voluntary appearance of Mr. Tongsun Park before two committees of the United States Congress, the House Committee on Standards of Official Conduct and the Senate Select Committee on Ethics, the text of which reads as follows:

"With regard to the voluntary appearances of Mr. Tongsun Park before two committees of the United States Congress, the House Committee on Standards of Official Conduct and the Senate Select Committee on Ethics, and before United States courts, I have the honor to state that the following is the understanding of the Republic of Korea Government.

"1. The Republic of Korea Government will take all necessary steps to facilitate Mr. Park's travel to the United States for the purpose of his voluntary appearances before the two named committees and before United States courts in furtherance of cooperation embodied in the Joint Statement Regarding Cooperation Between the Governments of the United States and the Republic of Korea Concerning the Case of Mr. Tongsun Park, dated December 31, 1977 and the Mutual Prosecution Assistance Agreement between the Republic of Korea Ministry of Justice and the U.S. Department of Justice Concerning Terms and Conditions for Communicating with Mr. Tongsun Park, dated January 10, 1978.

"2. The United States Government will admit Mr. Park to the United States under the statutory authority of the Attorney General and under the protection of the Department of Justice for the specific purposes of and the limited periods necessary for appearances before the two named committees, as well as for testifying at court trials, and gives full assurances that the Department of Justice does not intend to detain him in the United States. Under the arrangements in the above agreements, therefore, it is expected that he would return to the Republic of Korea promptly after his appearance before the two named committees and his trial testimony

"I would appreciate your confirmation of the above understanding."

In response to your request, I am pleased to confirm the understandings contained in your note.

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

For the Secretary of State:

RICHARD HOLBROOKE

His Excellency
KIM YONG SHIK,
Ambassador of the Republic of Korea.

STATE OF SAO PAULO, BRAZIL

Scientific and Technical Assistance

Agreement extending the memorandum of understanding of September 6, 1974, as amended and extended.
Signed at Sao Paulo and Gaithersburg March 2 and April 19, 1978;
Entered into force April 19, 1978.

TERM OF AMENDMENT EXTENDING THE MEMORANDUM OF UNDERSTANDING OF THE STANDARDIZATION, QUALITY CONTROL AND CERTIFICATION OF INDUSTRIAL PRODUCTS PROGRAM, AND ITS RESPECTIVES AMENDMENTS 1 AND 2, [1] ESTABLISHED AND SIGNED BETWEEN THE STATE OF SÃO PAULO, THROUGH ITS SECRETARIAT OF CULTURE, SCIENCE AND TECHNOLOGY, REPRESENTED BY ITS SECRETARY, DR. MAX FEFFER, AND THE NATIONAL BUREAU OF STANDARDS, REPRESENTED BY DR. E.AMBLER. THIS MEMORANDUM OF UNDERSTANDING RESULTS FROM LOAN AGREEMENT 512/L/088 SIGNED BETWEEN THE STATE OF SÃO PAULO AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA THROUGH ITS AGENCY FOR INTERNATIONAL DEVELOPMENT - AID.

The parties hereto mutually agree with the following:

I- The term of the present Memorandum and its respectives Amendments 1 and 2, is extended up to October 31, 1978, due to delays in the training programs provoked by difficulties with the exemption of the compulsory deposit required for international travelling. The same may, however, be terminated according to provisions described in the Memorandum.

II- Besides the modifications herein introduced, the contracting parties, however, duly ratify the other terms, provisions and conditions established in the Memoradum, signed in September 6, 1974, and its respectives Amendments 1 and 2, and of which this Term is made part of.

III- The present Term of Amendment will come into force on the

[1] TIAS 8596; 28 UST 3733.

date of its signature by the State of São Paulo.

National Bureau of Standards	State of São Paulo Secretariat of Culture, Science and Technology
Signature: E. Ambler	Signature:
Typed Name: E. AMBLER	Typed Name: MAX FEFFER
Title: Director	Title: Secretary of Culture, Science and Technology
Date of Signature: April 19, 1978	Date of Signature: March 2, 1978
Witness: Peggy Well	Witness:
Date: April 19, 1978	Date:

Anna M. Condon
Mrs. Anna M. Condon
Notary Public

My commission expires July 1, 1978.

TERMO DE PRORROGAÇÃO AO CONTRATO DO PROGRAMA DE NORMALIZAÇÃO, CONTROLE E CERTIFICAÇÃO DE QUALIDADE E SEUS RESPECTIVOS TERMOS ADITIVOS 1 E 2, ESTABELECIDOS E FIRMADOS ENTRE O ESTADO DE SÃO PAULO, ATRAVÉS DE SUA SECRETARIA DA CULTURA, CIÊNCIA E TECNOLOGIA REPRESENTADA PELO DOUTOR MAX FEFFER, TITULAR DA PASTA E O NATIONAL BUREAU OF STANDARDS, AQUI REPRESENTADO PELO DOUTOR E. AMBLER, ESTE CONTRATO FOI ASSINADO EM DECORRÊNCIA DO ACORDO DE EMPRÉSTIMO 512/L/088, FIRMADO ENTRE O ESTADO DE SÃO PAULO E O GOVERNO DOS ESTADOS UNIDOS DA AMÉRICA, ATRAVÉS DE SUA AGÊNCIA PARA O DESENVOLVIMENTO INTERNACIONAL - AID.

As partes contratantes, concordam por meio deste que:

I- Fica o presente Contrato e seus respectivos Termos Aditivos 1 e 2 com o prazo prorrogado até 31 de Outubro de 1978, face aos atrasos nos programas de treinamento, por dificuldades surgidas na dispensa da exigência do depósito compulsório para viagem internacional, podendo o mesmo ser rescindido, de acordo com os dispositivos contidos no Contrato.

II- Além das modificações aqui introduzidas, os contratantes ora expressamente ratificam os demais termos, cláusulas e condições estabelecidos no Contrato, assinado em 6 de Setembro de 1974 e seus termos aditivos 1 e 2 e dos quais este Termo de Prorrogação fica sendo parte integrante.

III- O presente Termo do Prorrogação entrará em vigor a partir da data de sua assinatura pelo Estado de São Paulo.

National Bureau of Standards	Estado de São Paulo Secretaria da Cultura, Ciência e Tecnologia
Assinatura: E. Ambler	Assinatura:
Nome Datilografado: E. AMBLER	Nome Datilografado: MAX FEFFER
Cargo: Director	Cargo: Secretário da Cultura, Ciência e Tecnologia
Data de Assinatura: April 19, 1978	Data de Assinatura: 02 de Março de 1978
Testemunha: Peggy Twell	Testemunha:
Data:	Data:

Anna M. Condon
Mrs. Anna M. Condon
Notary Public

My commission expires July 1, 1978.

Reconheço verdadeira a assinatura de Anna M. Condon
que confere com o original a Fls 185 do Livro No. 4 de Registro de Firmas dêste Consulado. E para constar onde convier, mandei passar o presente, que assinei e fiz selar com o Sêlo dêste Consulado. Para que êste documento produza efeito no Brasil, deve minha assinatura ser por seu turno legalizada na Secretaria de Estado das Relações Exteriores ou nas Repartições Fiscais da República.

Washington, 24 de abril de 19 78

GRATIS - Art. 11, Decreto 55.852, item 1, Letra "C" e item 8, Letra "a".

A. FERRARI DE CAMPOS
ENCARREGADO DO SERVIÇO CONSULAR

Pagou $6.00 ou Cr$ 6,00 euro.

ESTADOS UNIDOS DA REPÚBLICA FEDERATIVA DO BRASIL
ORDEM E PROGRESSO
WASHINGTON
SERVIÇO CONSULAR

MULTILATERAL

High Seas Fisheries of the North Pacific Ocean

Protocol amending the convention of May 9, 1952, as amended, agreed minutes and memoranda of understanding.
Signed at Tokyo April 25, 1978;
Ratification advised by the Senate of the United States of America October 11, 1978;
Ratified by the President of the United States of America November 2, 1978;
Ratifications exchanged at Tokyo February 15, 1979;
Proclaimed by the President of the United States of America March 14, 1979;
Entered into force February 15, 1979.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Protocol Amending the International Convention for the High Seas Fisheries of the North Pacific Ocean, together with related Agreed Minutes and Memoranda of Understanding, were done at Tokyo on April 25, 1978, the texts of which are hereto annexed;

The Senate of the United States of America by its resolution of October 11, 1978, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Protocol, together with related Agreed Minutes and Memoranda of Understanding;

The President of the United States of America ratified the Protocol, together with related Agreed Minutes and Memoranda of Understanding, on November 2, 1978, in pursuance of the advice and consent of the Senate;

The instruments of ratification of the Protocol were exchanged at Tokyo on February 15, 1979; and accordingly the Protocol, together with related Agreed Minutes and Memoranda of Understanding, entered into force on February 15, 1979;

NOW, THEREFORE, I, Jimmy Carter, President of the United States of America, proclaim and make public the Protocol, together with related Agreed Minutes and Memoranda of Understanding, to the end that they shall be observed and fulfilled with good faith on and after February 15, 1979, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and cause the Seal of the United States of America to be affixed.

DONE at the city of Washington this fourteenth day of March [SEAL] in the year of our Lord one thousand nine hundred seventy-nine and of the Independence of the United States of America the two hundred third.

JIMMY CARTER

By the President:
CYRUS VANCE
Secretary of State

PROTOCOL AMENDING
THE INTERNATIONAL CONVENTION FOR THE
HIGH SEAS FISHERIES OF THE NORTH PACIFIC OCEAN

The Governments of the United States of America, Canada and Japan,

Having regard to the International Convention for the High Seas Fisheries of the North Pacific Ocean, signed at Tokyo on the ninth day of May, nineteen hundred and fifty-two, its Annex and the Protocol thereto[1] (hereinafter referred to as "the Convention"),

Sharing the view that the Convention has served to promote and coordinate scientific studies relating to the fishery resources of the North Pacific Ocean and its adjacent seas, and has aided in the conservation of these fishery resources,

Taking into account that each of the Contracting Parties has established new fishery jurisdiction in the Convention area,

Acknowledging that certain provisions of the Convention are not compatible with such jurisdiction, and

Desirous of amending the Convention,

Have agreed as follows:

[1] TIAS 2786, 4493, 4992, 5385; 4 UST 380; 11 UST 1503; 13 UST 372; 14 UST 953.

ARTICLE I

The Convention shall be amended to read as follows:

"The Governments of the United States of America, Canada and Japan have agreed as follows:

Article I

1. The area to which this Convention applies, hereinafter referred to as "the Convention area", shall be all waters, other than territorial waters, of the North Pacific Ocean which for the purposes hereof shall include the adjacent seas.

2. Nothing in this Convention shall be deemed to affect adversely (prejudice) the claims or position of any Contracting Party in regard to the limits of territorial waters or to the jurisdiction of a coastal state over fisheries.

3. For the purposes of this Convention the term "fishing vessel" shall mean any vessel engaged in catching fish or processing or transporting fish loaded in the Convention area, or any vessel outfitted for such activities, or any vessel in normal support of another vessel as described above.

Article II

1. The Contracting Parties shall maintain the International North Pacific Fisheries Commission, hereinafter referred to as "the Commission".

2. The Commission shall be composed of three national sections, each consisting of not more than four members appointed by the Governments of the respective Contracting Parties.

3. Each national section shall have one vote. All proposals, recommendations and other decisions of the Commission shall be made only by a unanimous vote of the three national sections.

4. The Commission may decide upon and amend, as occasion may require, by-laws or rules for the conduct of its meetings.

5. The Commission shall meet at least once each year and at such other times as may be requested by a majority of the national sections.

6. The Commission shall select a Chairman, Vice-Chairman and Secretary from different national sections. The Chairman, Vice-Chairman and Secretary shall hold office for a period of one year. During succeeding years selection of a Chairman, Vice-Chairman and Secretary from the national sections shall be made in such a manner as will provide each Contracting Party in turn with representation in those offices.

7. The location of the Commission's headquarters shall be determined by the Commission.

8. Each Contracting Party may establish an Advisory Committee for its national section, to be composed of persons who shall be well informed concerning North Pacific fishery problems of common concern. Each such Advisory Committee shall be invited to attend all sessions of the Commission except those which the Commission decides to be *in camera*.

9. The Commission may hold public hearings. Each national section may also hold public hearings within its own country.

10. The official languages of the Commission shall be Japanese and English. Proposals and data may be submitted to the Commission in either language.

11. Each Contracting Party shall determine and pay the expenses incurred by its national section. Joint expenses incurred by the Commission shall be paid by the Commission through contributions made by the Contracting Parties in the form and proportion recommended by the Commission and approved by the Contracting Parties.

12. An annual budget of joint expenses shall be recommended by the Commission and submitted to the Contracting Parties for approval.

13. The Commission shall authorize the disbursement of funds for the joint expenses of the Commission and may employ personnel and acquire facilities necessary for the performance of its functions.

Article III

1. The Commission shall perform the following functions:

(a) provide for scientific studies and for coordinating the collection, exchange and analysis of scientific data regarding anadromous species, including data regarding the continent of origin of these species, and provide a forum for cooperation among the Contracting Parties with respect to these species;

(b) pending the establishment of an international organization as referred to in Article IV, provide a forum for cooperation among the Contracting Parties with respect to the study, analysis and exchange of scientific information and views relating to the stocks of non-anadromous species of the Convention area, including information and views relating to all relevant factors affecting these stocks, the promotion of scientific research designed to fill gaps in knowledge and the compilation and dissemination of statistics and records;

(c) recommend, when necessary, amendment of the Annex to this Convention;

(d) coordinate scientific studies to determine the continent of origin of anadromous species migrating in the waters south of 46° North Latitude, and following three years of such studies make recommendations if appropriate in accordance with sub-paragraph (c) above relating to the conservation of salmon of North American origin;

(e) consider and make proposals to the Contracting Parties concerning the enactment of schedules of equivalent penalties for violations of this Convention which occur outside the 200 nautical mile fishery zone of any Contracting Party;

(f) compile and study the records provided by the Contracting Parties pursuant to Article VIII;

(g) submit annually to each Contracting Party a report on the Commission's operations, investigations and findings, with appropriate proposals, and inform each Contracting Party, whenever it is deemed advisable, on any matter relating to the implementation of this Convention;

(h) consider the results of reviews undertaken by the Contracting Parties pursuant to Article XI and make proposals as appropriate.

2. In the performance of its functions, the Commission shall, insofar as feasible, utilize the technical and scientific services of, and information from, official agencies of the Contracting Parties and their political sub-divisions and may, when desirable and if available, utilize the services of, and information from, any public or private institution or organization or any private individual.

Article IV

The Contracting Parties shall work towards the establishment of an international organization with broader membership dealing with species of the Convention area other than anadromous species. Progress towards this end shall be reviewed during the consultations provided for in Article XI. When such an international organization becomes functional, the functions of the Commission under the provisions of Article III, paragraph 1., sub-paragraph (b) shall be terminated and transferred to the new organization.

Article V

1. The Annex attached hereto forms an integral part of this Convention. All references to the Convention shall be understood as including the said Annex

either in its present terms or as amended in accordance with the provisions of Article VII.

2. The Contracting Parties agree that in fishing for anadromous species in the Convention area, they shall respect the conservation measures specified in the Annex to this Convention and that any infringement of these measures shall be deemed to be in violation of the terms of this Convention.

3. The nationals and fishing vessels of the Contracting Parties shall abide by the conservation measures specified in the Annex to this Convention.

Article VI

In the event that it shall come to the attention of any of the Contracting Parties that the nationals or fishing vessels of any country which is not a Party to this Convention appear to affect adversely the operations of the Commission or the implementation of this Convention, such Party shall call the matter to the attention of other Contracting Parties. All the Contracting Parties agree upon the request of such Party to confer upon the steps to be taken towards obviating such adverse effects or relieving any Contracting Party from such adverse effects.

Article VII

1. The Annex to this Convention shall be considered amended from the date upon which the Commission receives notification from all the Contracting Parties of acceptance of a recommendation to amend the Annex made by the Commmission in accordance with the provisions of Article III, paragraph 1., sub-paragraph (c).

2. The Commission shall notify all the Contracting Parties of the date of receipt of each notification of acceptance of an amendment to the Annex.

Article VIII

The Contracting Parties agree to keep as far as practicable all records requested by the Commission and to furnish compilations of such records and other information upon request of the Commission. No Contracting Party shall be required hereunder to provide the records of individual operations.

Article IX

1. The Contracting Parties agree that within the Convention area:

(a) each Contracting Party shall enforce the provisions of this Convention within its 200 nautical mile fishery zone in accordance with its domestic law;

(b) outside the 200 nautical mile fishery zone of any Contracting Party, any Contracting Party may enforce the provisions of this Convention in accordance with the following:

(i) The duly authorized officials of any Contracting Party may

board vessels fishing for anadromous species of the other Contracting Parties to inspect equipment, logs, documents, catch and other articles and question the persons on board for the purpose of carrying out the provisions of this Convention. Such inspections and questioning shall be made so that the vessels suffer the minimum interference and inconvenience. Such officials shall present credentials issued by their respective Governments if requested by the master of the vessel.

(ii) When any such person or fishing vessel is actually engaged in operations in violation of the provisions of this Convention, or there is reasonable ground to believe was obviously so engaged prior to boarding of such vessel by any such official, the latter may arrest or seize such person or vessel and further investigate the circumstances if necessary. The Contracting Party to which the official belongs shall

notify promptly the Contracting Party to which such person or vessel belongs of such arrest or seizure, and shall deliver such person or vessel as promptly as practicable to the authorized officials of the Contracting Party to which such person or vessel belongs at a place to be agreed upon by both Parties. Provided, however, that when the Contracting Party which receives such notification cannot immediately accept delivery, the Contracting Party which gives such notification may keep such person or vessel under surveillance within the waters of the Convention area or within its own territory under the conditions agreed upon by both the Contracting Parties.

(iii) Only the authorities of the Contracting Party to which the abovementioned person or fishing vessel belongs may try the offense and impose penalties therefor. The witnesses and evidence necessary for establishing the offense, so far as they are under the control

of any of the Contracting Parties to this Convention, shall be furnished as promptly as possible to the Contracting Party having jurisdiction to try the offense and shall be taken into account, and utilized as appropriate, by the executive authority of that Contracting Party having jurisdiction to try the offense.

(c) the Contracting Parties shall take appropriate measures to ensure that their fishing vessels allow and assist boardings and inspections carried out in accordance with this Convention of such vessels by the duly authorized officials of any Contracting Party, and cooperate in such enforcement action as may be undertaken.

2. Each Contracting Party agrees, for the purpose of rendering effective the provisions of this Convention, to enact and enforce necessary laws and regulations, with appropriate penalties against violations thereof, and to transmit to the Commission a report on any action taken by it in regard thereto.

Article X

The Contracting Parties agree that a scientific program is necessary to carry out the provisions of this Convention. To this end the Contracting Parties agree to establish such a program to coordinate their scientific research activities with respect to anadromous species in the Convention area as well as species of marine mammals incidentally caught in fishing for anadromous species. In this regard, the Contracting Parties agree to exchange scientists in order to carry out scientific observations with respect to the catches and methods of operation. The Contracting Parties shall establish procedures to facilitate such observations.

Article XI

1. The Contracting Parties agree to hold consultations whenever necessary, or not later than sixty days following the request of any of them, in order to review the implementation of this Convention.

2. The Contracting Parties agree to hold consultations, at a time and place to be mutually agreed upon, not later than ninety days following notice by any Contracting Party of its intention to terminate the Convention in accordance with the provisions of Article XII, paragraph 1. of this Convention.

Article XII

1. This Convention shall continue in force until one year from the day on which a Contracting Party shall give notice to the other Contracting Parties of an intention of terminating the Convention, whereupon it shall terminate as to all Contracting Parties.

2. This Convention shall be subject to review by the Contracting Parties upon the conclusion of a multilateral treaty resulting from the Third United Nations Conference on the Law of the Sea.

ANNEX

1. The following measures shall apply to salmon fishery operations conducted by Japanese nationals and fishing vessels in the waters of the Convention area:

(a) North of 56° North Latitude, east of 175° East Longitude and outside the United States fishery conservation zone, beginning on June 26 (Japan Standard Time) (1500 June 25 GMT) of each year, the Japanese mothership fishery shall conduct no more than 22 mothership fleet days in the area between 175° East Longitude and 180° Longitude and no more than 31 mothership fleet days in the area between 180° Longitude and 175° West Longitude.

(b) North of 46° North Latitude, between 175° East Longitude and 170° East Longitude, and outside the United States fishery conservation zone, salmon fishery operations shall not begin before June 1 (Japan Standard Time) (1500 May 31 GMT) of each year.

(c) West of 175° East Longitude, and within the United States fishery conservation zone, salmon fishery operations shall not begin before June 10 (Japan Standard Time) (1500 June 9 GMT) of each year. Fishing vessels engaged in this fishery shall be required to have on board a registration permit which shall be issued by the Government of the United States. Such vessels may be required by the Government of the United States to accept on board scientific observers and to bear the expenses incurred in such boarding. The requirement of the Government of the United States that Japanese fishing vessels engaged in this fishery have on board a Certificate of Inclusion relating to the incidental taking of marine mammals shall be suspended for the period ending June 9, 1981 during which period the

Governments of Japan and the United States shall conduct joint research, shall cooperate to determine the effect of the Japanese salmon fishery on marine mammal populations, and shall work to reduce or eliminate the incidental catch of marine mammals in the fishery.

(d) Except for the areas specified in (a) above, there shall be no salmon fishery operations east of 175° East Longitude, unless such fishery operations are agreed to for a temporary period among the three Contracting Parties.

2. For the purposes of this Annex, a mothership fleet day is defined as one mothership with no more than forty-one catcher-boats present during a portion of any one calendar day in the areas specified in paragraph 1. (a) of this Annex. Any increase in the number of catcher-boats assigned to a mothership will be reflected in a proportional reduction in the number of authorized fleet days. Modifications to gear or fishing procedures which might affect current fishing efficiency shall be undertaken only after consultations among the three Contracting Parties. In such consultations the Contracting Parties shall examine the necessity of change in the number of authorized fleet days to take account of any increase in fishing efficiency.

3. East of 170° East Longitude the southern limit of the Japanese mothership fishery and the northern limit of the Japanese landbased fishery shall remain at 46° North Latitude. West of 170° East Longitude the southern limit of the Japanese mothership fishery shall not extend south of 46° North Latitude, and the northern limit of the Japanese landbased fishery shall not extend north of 48° North Latitude."

ARTICLE II

This Protocol shall be ratified or approved by the Contracting Parties to the Convention in accordance with their respective constitutional processes, and the instruments of ratification or approval shall be exchanged as soon as possible at Tokyo. This Protocol shall come into force on the date of the exchange by all the Contracting Parties of instruments of ratification or approval.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Protocol.

DONE, in triplicate, in the English, French and Japanese languages, all texts being equally authentic, at Tokyo this twenty-fifth day of April, nineteen hundred and seventy-eight.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA: [1] [SEAL]

Michael J. Mansfield

FOR THE GOVERNMENT OF CANADA: [2] [SEAL]

Bruce Rankin

FOR THE GOVERNMENT OF JAPAN: [SEAL]

Sunao Sonoda [3]

[1] Michael J. Mansfield.
[2] Bruce Rankin.
[3] Sunao Sonoda.

PROTOCOLE MODIFIANT
LA CONVENTION INTERNATIONALE CONCERNANT
LES PECHERIES HAUTURIERES DE
L'OCEAN PACIFIQUE NORD

Les Gouvernements des Etats-Unis d'Amérique, du Canada et du Japon,

Considérant la Convention internationale concernant les pêcheries hauturières de l'Océan Pacifique Nord signée à Tokyo le neuf mai mille neuf cent cinquante-deux, son Annexe et son Protocole (ci-après dénommés "la Convention"),

Convenant que la Convention a servi à promouvoir et à coordonner les études scientifiques relatives aux ressources halieutiques de l'Océan Pacifique du Nord et de ses mers adjacentes, et a contribué à préserver lesdites ressources halieutiques,

Prenant en considération le fait que chacune des Parties contractantes a établi une nouvelle juridiction sur les pêches dans la zone de la Convention,

Reconnaissant que certaines dispositions de la Convention sont incompatibles avec l'exercice de ces juridictions, et

Désirant modifier la Convention,

Sont convenus de ce qui suit:

ARTICLE PREMIER

La Convention est modifiée et se lit comme suit:

"Les Gouvernements des Etats-Unis d'Amérique, du Canada et du Japon sont convenus de ce qui suit:

Article premier

1. La zone à laquelle s'applique la présente Convention, ci-après dénommée "zone de la Convention", couvre toutes les eaux, à l'exception des eaux territoriales, de l'Océan Pacifique du Nord lequel, aux fins de la présente Convention, comprend les mers adjacentes.

2. Rien dans la présente Convention n'est réputé porter préjudice aux prétentions ou à la position de l'une ou l'autre des Parties contractantes en ce qui concerne les limites des eaux territoriales ou la juridiction d'un Etat côtier sur les pêches.

3. Aux fins de la présente Convention, l'expression "navire de pêche" s'entend de tout navire qui se livre à la capture du poisson, au traitement ou au transport du poisson chargé dans la zone de la Convention, ou de tout autre navire armé à ces fins, ou de tout autre navire normalement affecté au soutien d'un navire correspondant à la définition ci-dessus.

Article II

1. Les Parties contractantes maintiennent la Commission internationale des pêcheries du Pacifique Nord, ci-après dénommée "la Commission".

2. La Commission se compose de trois sections nationales, chacune d'au plus quatre membres

nommés par les Gouvernements respectifs des Parties contractantes.

3. Chaque section nationale dispose d'une voix. Toutes les propositions, recommandations et autres décisions de la Commission ne sont adoptées qu'à l'unanimité des voix par les trois sections nationales.

4. La Commission peut, au besoin, arrêter et modifier les règlements ou les règles régissant la conduite de ses réunions.

5. La Commission se réunit au moins une fois l'an et à tout autre moment voulu par la majorité des sections nationales.

6. La Commission choisit le président, le vice-président et le secrétaire parmi les différentes sections nationales. Le mandat du président, du vice-président et du secrétaire est d'un an. Les années suivantes, le choix du président, du vice-président et du secrétaire parmi les sections nationales se fera de manière à ce que chaque Partie contractante soit représentée à tour de rôle dans chacun de ces postes.

7. La Commission détermine l'emplacement de son siège.

8. Chaque Partie contractante peut créer à l'intention de sa section nationale un comité consultatif composé de personnes connaissant à fond les problèmes d'intérêt commun des pêches du Pacifique du Nord. Chaque comité consultatif est invité à assister à toutes les séances de la Commission, sauf à celles que cette dernière décide de tenir à huis clos.

9. La Commission peut tenir des audiences publiques. Chaque section nationale peut également tenir des audiences publiques dans son pays.

10. Les langues officielles de la Commission sont l'anglais et le japonais. Les propositions et les renseignements peuvent être communiqués à la Commission dans l'une ou l'autre langue.

11. Chaque Partie contractante fixe et acquitte les dépenses de sa section nationale. La Commission acquitte ses dépenses communes grâce aux contributions versées par les Parties contractantes sous la forme et dans les proportions recommandées par la Commission et approuvées par les Parties contractantes.

12. La Commission recommande le budget annuel des dépenses communes et le présente à l'approbation des Parties contractantes.

13. La Commission autorise les décaissements entraînés par les dépenses communes. Elle peut embaucher le personnel et se porter acquéreur des moyens matériels nécessaires à l'accomplissement de ses fonctions.

Article III

1. La Commission accomplit les fonctions suivantes:

a) prendre les dispositions nécessaires pour la réalisation des études scientifiques et la coordination du rassemblement, des échanges et de l'analyse des renseignements scientifiques touchant

les espèces anadromes, y compris les renseignements touchant le continent d'origine desdites espèces, et servir de cadre de coopération entre les Parties contractantes au sujet desdites espèces;

b) en attendant la création d'une organisation internationale, ainsi qu'il en est question à l'Article IV, servir de cadre de coopération entre les Parties contractantes en ce qui concerne l'étude, l'analyse et l'échange de renseignements et d'opinions scientifiques touchant les stocks d'espèces non anadromes présentes dans la zone de la Convention, y compris les renseignements et les opinions relatifs à tous les facteurs pertinents touchant lesdits stocks, la promotion de la recherche scientifique destinée à faire avancer la science ainsi que la compilation et la diffusion des statistiques et des documents;

c) si nécessaire, recommander la modification de l'Annexe de la présente Convention;

d) coordonner les études scientifiques afin de déterminer le continent d'origine des espèces anadromes qui migrent dans les eaux situées au sud du 46° de latitude Nord et, si la chose semble indiquée après trois ans d'études de ce genre, faire des recommandations conformément au sous-alinéa c) touchant la préservation du saumon d'origine nord-américaine;

e) étudier l'adoption de listes de sanctions équivalentes applicables aux infractions à la présente Convention survenues à l'extérieur de la zone de pêche de 200 milles nautiques de l'une ou l'autre Partie contractante et faire les propositions pertinentes aux Parties contractantes;

f) rassembler et étudier les documents fournis par les Parties contractantes conformément à l'Article VIII;

g) présenter tous les ans à chaque Partie contractante un rapport des travaux, des études et des constatations de la Commission, accompagné des propositions voulues, et renseigner chaque Partie contractante, aussi souvent qu'il paraît souhaitable de le faire, sur toute question se rapportant à la mise en œuvre de la présente Convention;

h) analyser les résultats des examens effectués par les Parties contractantes en vertu de l'Article XI et faire les propositions voulues.

2. Dans l'exercice de ses fonctions, la Commission utilise, dans la mesure du possible, les services techniques et scientifiques ainsi que les renseignements des organismes officiels des Parties contractantes et leurs subdivisions politiques et peut, si la chose est souhaitable, utiliser les services et les renseignements que peuvent mettre à sa disposition les établissements ou organismes publics ou privés ou les simples particuliers.

Article IV

Les Parties contractantes œuvrent en faveur de la création d'une organisation internationale à participation élargie s'occupant des espèces de la zone de la Convention différentes des espèces anadromes. Les progrès enregistrés à cette fin sont passés en revue lors des consultations prévues à l'Article XI. Au moment de l'entrée en activité de cette organisation, les fonctions dévolues à la Commission en vertu des dispositions de l'Article III, paragraphe 1, sous-alinéa b), lui seront retirées et transmises à la nouvelle organisation.

Article V

1. L'Annexe ci-jointe fait partie intégrante de la présente Convention et toute mention de cette dernière désigne également ladite Annexe, soit sous sa forme actuelle, soit avec les éventuelles modifications prévues par les dispositions de l'Article VII.

2. Lorsqu'elles pêchent des espèces anadromes dans la zone de la Convention, les Parties contractantes acceptent de respecter les mesures de conservation figurant dans l'Annexe de la présente Convention et de tenir pour une infraction aux termes de la présente Convention toute infraction auxdites mesures.

3. Les ressortissants et les navires de pêche des Parties contractantes se conforment aux mesures de conservation figurant dans l'Annexe de la présente Convention.

Article VI

La Partie contractante qui apprend que des ressortissants ou des navires de pêche appartenant à un pays qui n'est pas partie à la présente Convention semblent porter préjudice aux travaux de la Commission ou à la mise en œuvre de la présente Convention signale le fait à l'attention des autres Parties contractantes. A la demande de ladite Partie, toutes les Parties contractantes confèrent sur les mesures à prendre en vue d'obvier à ces actes préjudiciables ou d'y soustraire l'une ou l'autre des Parties contractantes.

Article VII

1. L'Annexe à la présente Convention est tenue pour modifiée à compter de la date à laquelle la Commission a reçu de toutes les Parties contractantes un avis d'acceptation de la recommandation visant à la modifier formulée par la Commission conformément aux dispositions de l'Article III, paragraphe 1, sous-alinéa c).

2. La Commission communique à toutes les Parties contractantes la date de réception de chaque avis d'acceptation d'une modification à apporter à l'Annexe.

Article VIII

Les Parties contractantes conviennent de conserver dans la mesure du possible tous les documents que peut leur demander la Commission et de fournir les recueils de ces documents

ainsi que d'autres renseignements sur demande de la Commission. Aucune Partie contractante n'est tenue en vertu du présent Article de produire des documents sur des travaux particuliers.

Article IX

1. Les Parties contractantes conviennent qu'à l'intérieur de la zone de la Convention:

a) chaque Partie contractante fait observer les dispositions de la présente Convention à l'intérieur de sa zone de pêche de 200 milles nautiques conformément à ses lois internes;

b) à l'extérieur de la zone de pêche de 200 milles nautiques de l'une ou l'autre Partie contractante, chaque Partie contractante peut faire observer les dispositions de la Convention conformément à ce qui suit:

i) Les autorités mandatées de l'une ou l'autre Partie contractante peuvent arraisonner les navires d'une autre Partie contractante qui pêchent des espèces anadromes afin d'inspecter le matériel, le journal de bord, les documents, les prises et d'autres articles, et d'interroger les personnes qui se trouvent à bord dans le dessein d'exécuter les dispositions de la présente Convention. Les inspections et les interrogations de ce genre s'effectuent avec le

moins d'entraves et de dérangement possibles à l'égard des navires. Les autorités montrent les mandats délivrés par leurs Gouvernements respectifs au patron de pêche qui en fait la demande.

ii) Les autorités peuvent arrêter toute personne ou saisir tout navire de pêche qui se livre effectivement à des opérations contraires aux dispositions de la présente Convention, ou au sujet desquels il est raisonnablement fondé de croire qu'il s'y livrait avant l'arraisonnement dudit navire par les autorités, et poursuivre l'enquête si nécessaire. La Partie contractante dont relèvent les autorités avisent rapidement la Partie contractante dont relève la personne arrêtée ou le navire saisi et livre ledit navire ou ladite personne aussi rapidement que possible aux autorités mandatées de la Partie contractante dont relève ladite personne ou ledit navire à un endroit dont conviendront les deux Parties. Toutefois, si la Partie contractante qui reçoit ladite notification ne peut accepter immédiatement leur livraison, la Partie contractante qui donne notification peut mettre ladite personne ou ledit navire sous surveillance à l'intérieur des eaux de la zone de la Convention ou à l'intérieur de son propre territoire, aux conditions convenues par

les deux Parties contractantes.

iii) Seules les autorités de la Partie contractante dont relève la personne ou le navire de pêche susmentionné peuvent juger l'infraction et imposer des sanctions. Pour autant qu'ils relèvent de l'une ou l'autre des Parties contractantes, les témoins et les preuves nécessaires pour constater l'infraction sont mis aussi rapidement que possible à la disposition de la Partie contractante connaissant de l'infraction. Ils sont pris en compte et utilisés comme il se doit par les autorités exécutives de la Partie contractante connaissant de l'infraction.

c) Les Parties contractantes prennent les mesures voulues pour veiller à ce que leurs navires de pêche permettent aux autorités mandatées de l'une ou l'autre Partie contractante de les arraisonner et de les inspecter conformément à la présente Convention, leur facilitent la tâche et prêtent leur concours aux éventuelles mesures de police.

2. Pour donner effet aux dispositions de la présente Convention, chaque Partie contractante convient d'édicter et de faire appliquer les lois et les règlements nécessaires, assortis des sanctions appropriées contre leur transgression, et à transmettre à la Commission un compte rendu de toute action entreprise par elle à cet effet.

Article X

Les Parties contractantes conviennent qu'il est nécessaire de disposer d'un programme scientifique pour exécuter les dispositions de la présente Convention. A cette fin, elles conviennent de créer un programme de ce genre et de coordonner leurs travaux de recherche scientifique en ce qui concerne les espèces anadromes dans la zone de la Convention ainsi que les espèces de mammifères marins capturés involontairement lors de la pêche aux espèces anadromes. A cet égard, les Parties contractantes acceptent d'échanger des hommes de science de manière à effectuer des observations scientifiques sur les prises et les méthodes de pêche. Les Parties contractantes fixent les modalités destinées à faciliter les observations de ce genre.

Article XI

1. Les Parties contractantes s'entendent pour tenir des consultations chaque fois que c'est nécessaire ou au plus tard 60 jours après que l'une ou l'autre d'entre elles en a fait la demande, afin de passer en revue la mise en œuvre de la présente Convention.

2. Les Parties contractantes s'entendent pour tenir des consultations au moment et à l'endroit dont il sera convenu, au plus tard 90 jours après que l'une ou l'autre Partie contractante a donné avis de son intention de dénoncer la Convention conformément aux dispositions de l'Article XII, paragraphe 1 de la présente Convention.

Article XII

1. La présente Convention demeure en vigueur jusqu'à l'expiration d'une année à compter du jour où une Partie contractante aura donné avis aux autres Parties contractantes de son intention de la dénoncer, auquel moment la Convention prend fin pour toutes les Parties contractantes.

2. Les Parties contractantes réviseront la présente Convention lors de la conclusion d'un traité multilatéral issu de la troisième Conférence des Nations Unies sur le droit de la mer.

ANNEXE

1. Les mesures suivantes s'appliquent aux opérations de pêche au saumon effectuées par les ressortissants et les navires de pêche du Japon dans les eaux de la zone de la Convention:

a) Au nord du 56° de latitude Nord, à l'est du 175° de longitude Est et à l'extérieur de la zone de conservation du poisson des Etats-Unis, à compter du 26 juin (heure légale du Japon) (le 25 juin à 15 h, heure de Greenwich) de chaque année, la flotille de pêche et le bateau-mère japonais disposent d'au plus 22 jours de présence dans la zone située entre le 175° de longitude Est et le 180° de longitude et d'au plus 31 jours de présence dans la zone située entre le 180° de longitude et le 175° de longitude Ouest.

b) Au nord du 46° de latitude Nord, entre le 175° de longitude Est et 170° de longitude Est, et à l'extérieur de la zone de conservation du poisson des Etats-Unis, les opérations de pêche au saumon commencent au plus tôt le 1er juin (heure légale du Japon) (le 31 mai à 15 h, heure de Greenwich) de chaque année.

c) A l'ouest du 175° de longitude Est, et à l'intérieur de la zone de conservation du poisson des Etats-Unis, les opérations de pêche au saumon commencent au plus tôt le 10 juin (heure légale du Japon) (le 9 juin à 15 h, heure de Greenwich) de chaque année. Les navires de pêche présents dans cette pêcherie sont tenus d'avoir à leur bord un certificat d'enregistrement délivré par le Gouvernement des Etats-Unis. Ces navires peuvent être tenus par le Gouvernement des Etats-Unis d'accepter à leur bord des observateurs scientifiques et de supporter les dépenses engagées à cet effet. D'ici au 9 juin 1981, le Gouvernement des Etats-Unis n'exige plus que les navires de pêche japonais présents dans cette pêcherie aient à leur bord un certificat d'inclusion concernant la prise involontaire de mammifères marins. Dans l'intervalle, les Gouvernements des Etats-Unis et du Japon effectueront conjointement des travaux de recherche, collaboreront afin de déterminer l'effet de la pêche du saumon par le Japon sur les populations de mammifères marins et s'efforceront de

diminuer ou d'éliminer la prise involontaire de mammifères marins dans la pêcherie.

d) Sauf en ce qui concerne les zones définies en a) ci-dessus, la pêche au saumon est interdite à l'est du 175° de longitude Est, à moins que les trois Parties contractantes y donnent leur assentiment pour une période temporaire.

2. Pour l'application de la présente Annexe, jour de présence s'entend du fait qu'un bateau-mère accompagné d'au plus 41 unités de pêche séjournent pendant une partie de n'importe quel jour civil dans les zones définies au paragraphe 1 a) de la présente Annexe. Toute augmentation du nombre d'unités de pêche affectées à un bateau-mère se traduit par une réduction proportionnelle du nombre de jours de présence. Toute transformation des agrès ou du mode de pêche susceptible de modifier le rendement actuel de la pêche ne peut être effectuée qu'après les consultations entre les trois Parties contractantes. Lors des consultations de ce genre, les Parties contractantes examinent la nécessité de modifier le nombre de jours de présence en fonction de toute augmentation du rendement de la pêche.

3. A l'est du 170° de longitude Est, la limite méridionale de la pêche avec le bateau-mère du Japon et la limite septentrionale de la pêche basée à terre du Japon demeurent le 46° de latitude Nord. A l'ouest du 170° de longitude Est, la limite méridionale de la pêche avec le bateau-mère du Japon ne se prolonge pas au sud du 46° de latitude Nord, tandis que la

limite septentrionale de la pêche basée à terre du Japon ne se prolonge pas au nord du 48° de latitude Nord."

ARTICLE II

Le présent Protocole sera ratifié ou approuvé par les Parties contractantes à la Convention en conformité avec leurs processus constitutionnels respectifs, et les instruments de ratification ou d'approbation seront échangés dans les meilleurs délais à Tokyo. Le présent Protocole entrera en vigueur à la date où toutes les Parties contractantes auront échangé les instruments de ratification ou d'approbation.

EN FOI DE QUOI, les soussignés, dûment mandatés par leurs Gouvernements respectifs, ont signé le présent Protocole.

FAIT en triple exemplaire en anglais, en français et en japonais, chaque version faisant également foi, à Tokyo, le vingt-cinq avril mille neuf cent soixante-dix-huit.

POUR LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE:

Michael J. Mansfield

POUR LE GOUVERNEMENT DU CANADA:

Bruce Rankin

POUR LE GOUVERNEMENT DU JAPON:

Sunao Sonoda

英語、フランス語及び日本語により本書三通を作成した。

アメリカ合衆国政府のために

カナダ政府のために

日本国政府のために

この議定書は、条約の締約国により各自の憲法上の手続に従つて批准され又は承認されなければならない。批准書又は承認書は、できる限り速やかに東京で交換されるものとする。この議定書は、すべての締約国による批准書又は承認書の交換の日に効力を生ずる。

以上の証拠として、下名は、各自の政府から正当に委任を受けてこの議定書に署名した。

千九百七十八年四月二十五日に東京で、ひとしく正文である

属する独航船の数を増加させる場合には、認められた母船隻日の数は、比例的に減少することとなる。現在の漁獲効率に影響を及ぼすことがある漁具又は漁獲手段の変更は、すべての締約国間の協議の後にのみ行われる。締約国は、協議に当たり、漁獲効率の増大を考慮して、認められた母船隻日の数の変更の必要性の有無を審査する。

3 東経百七十度以東の日本国の母船式漁業の南方の限界及び日本国の基地式漁業の北方の限界は、北緯四十六度とする。東経百七十度以西の日本国の母船式漁業の南方の限界は北緯四十六度以南には、また、日本国の基地式漁業の北方の限界は北緯四十八度以北には及ばないものとする。

第二条

千九百八十一年六月九日までの間は、行われない。同日までの期間において、合衆国及び日本国の政府は、共同調査を実施し、日本国のさけの漁業が海産哺乳動物に及ぼす影響を確かめるため協力し、及び当該漁業における海産哺乳動物の混獲を減少させるよう又は皆無にするよう努力する。

(d) (a)に規定する水域を除く東経百七十五度以東の水域において、さけの漁業は、行われない。ただし、その漁業を行うことについて一時的にすべての締約国が合意する場合には、この限りでない。

2 この附属書の適用上、一母船隻日は、1(a)に規定する水域において一日のいずれの時点においても四十一以下の数の独航船を有する一の母船として定義される。一の母船に

以北の水域であつて合衆国漁業保存水域の外側の水域において、さけの漁業は、各年の六月一日（日本標準時）（五月三十一日十五時グリニッジ平時）の前には、開始しない。

(c) 東経百七十五度以西の合衆国漁業保存水域内において、さけの漁業は、各年の六月十日（日本標準時）（六月九日十五時グリニッジ平時）の前には、開始しない。当該漁業に従事する漁船は、合衆国政府が発給する登録許可証を船内に保持することが要求される。当該漁船は、科学視察員の乗船の受入れ及びその乗船に係る経費の負担を合衆国政府により要求されることがある。当該漁業に従事する日本国の漁船が海産哺乳動物の混獲に関する許可証明書を船内に保持すべき旨の合衆国政府の要求は、

附属書

1 条約区域の水域において日本国の国民及び漁船が行うさけの漁業については、次の措置が適用される。

(a) 北緯五十六度以北東経百七十五度以東の合衆国漁業保存水域の外側の水域において、日本国の母船式漁業は、各年の六月二十六日（日本標準時）（六月二十五日十五時グリニッジ平時）に開始されるものとし、東経百七十五度と百八十度との間の水域にあつては二十二母船隻日以内のもの及び百八十度と西経百七十五度との間の水域にあつては三十一母船隻日以内のものとする。

(b) 東経百七十五度と東経百七十度との間の北緯四十六度

2 締約国は、いずれかの締約国により次条1の規定に従つて条約を終了させる意思が通告された後九十日以内に、相互に合意する時期及び場所において協議を行うことに同意する。

第十二条

1 この条約は、一の締約国が他の締約国にこの条約を終了させる意思を通告する日から一年間効力を存続する。この条約は、それによつてすべての締約国について終了する。

2 この条約は、第三次国際連合海洋法会議の結果としての多数国間条約が採択された時に、締約国によつて再検討される。

必要であることに同意する。締約国は、このため、条約区域における遡河性魚種及び遡河性魚種の漁獲に際し混獲される海産哺乳動物に関する科学的調査活動の調整のための計画を作成することに同意する。締約国は、この点に関し、漁獲物及び操業方法について科学的な観察を実施するため科学者を交換することに同意する。締約国は、その観察を容易にするための手続を定める。

第十一条

1 締約国は、この条約の実施状況を検討するために、必要に応じいつでも、又はいずれかの締約国の要請の後六十日以内に、協議を行うことに同意する。

権限を有する公務員によりこの条約に従つて行われる当該漁船への乗船及び当該漁船の検査を許容し及び助けること並びに当該公務員による取締行為が行われる場合にはこれに協力することを確保するため、適当な措置をとる。

2 各締約国は、この条約の規定を実効的にするため、違反に対する適当な罰則を伴う必要な法令を制定施行し、かつ、このことに関し自国がとつた措置の報告を委員会に送付することに同意する。

第十条

締約国は、この条約の規定を実施するため科学的な計画が

国が相互に合意する条件によりこの条約区域の水域若しくは自国の領域において監視の下に置くことができる。

(ii) 前記の人又は漁船の所属する締約国の当局のみが、違反を裁判し、かつ、これに対する刑を科することができる。違反を証明するのに必要な証人及び証拠は、この条約の締約国の管轄下にある限り、違反を裁判する裁判管轄権を有する締約国にできる限り速やかに提供されなければならず、また、当該裁判管轄権を有する締約国の行政当局は、これらの証人及び証拠を考慮し及び、適当な場合には、これらを利用しなければならない。

(c) 締約国は、自国の漁船が、いずれかの締約国の正当に

て操業に従事しているとき、又は前記の公務員がその漁船に臨む前にそのような操業に明らかに従事したと信ずるに足りる相当の理由があるときは、その公務員は、その人を逮捕し、又はその漁船を拿捕することができるものとし、また、必要な場合には、更に状況を調査することができる。当該公務員の所属する締約国は、前記の人又は漁船の所属する締約国にその逮捕又は拿捕を速やかに通告し、かつ、できる限り速やかに、両締約国が相互に合意する場所でその人又は漁船をその所属する締約国の権限を有する公務員に引き渡さなければならない。ただし、前記の通告を受領した締約国が直ちに引渡しを受けることができないときは、その通告を行つた締約国は、前記の人又は漁船を両締約

側の水域においては、次の規定に従い、この条約の規定を実施することができる。

(i) いずれの締約国の正当に権限を有する公務員も、この条約の規定を実施するため、装備、航海日誌、書類、漁獲物その他の物件を検査し、及び船上にある人に対して質問する目的をもつて、他の締約国の溯河性魚種を漁獲する漁船に臨むことができる。当該検査及び質問に当たつては、当該漁船の被る妨げ及び不便を最小のものにしなければならない。

前記の公務員は、船長の要求があつたときは、各自の政府が発行した身分証明書を提示しなければならない。

(ii) 前記の人又は漁船が、現にこの条約の規定に違反し

締約国は、委員会が要請するすべての記録をできる限り保存し、かつ、委員会の要請があつたときは、その記録及びその他の情報の編集物を提供することに同意する。いかなる締約国も、この規定に基づいて個々の操業の記録を保存し、及び提供することを要請されることはない。

第九条

1 締約国は、条約区域における措置に関し、次のことに同意する。

(a) 各締約国は、自国の二百海里漁業水域においては、国内法に定めるところにより、この条約の規定を実施する。

(b) いずれの締約国も、各締約国の二百海里漁業水域の外

べき措置について協議することに同意する。

第七条

1 この条約の附属書は、その修正について第三条1(c)の規定に従つて委員会が行つた勧告の受諾に関するすべての締約国からの通告を委員会が受領した日から修正されたものと認める。

2 委員会は、附属書の修正の受諾に関する各通告を受領した日をすべての締約国に通告する。

第八条

れらの保存措置に対するいかなる違反もこの条約の規定に対する違反とみなすことに同意する。

3 締約国の国民及び漁船は、この条約の附属書に定める保存措置を遵守する。

第六条

締約国は、この条約の締約国でない国の国民又は漁船が委員会の事業又はこの条約の実施を妨げていることを知つたときは、そのことについて他の締約国の注意を喚起しなければならない。すべての締約国は、前記の締約国の要請があつたときは、このような妨害的影響を避けるため、又はいずれかの締約国をこのような妨害的影響から免れさせるため、とる

努力する。この目的のための作業の進捗状況は、第十一条に規定する協議において検討される。当該国際機関が機能することとなつた場合には、前条1(b)の規定に基づく委員会の機能は、終了するものとし、その新たな機関に移される。

第五条

1　この条約の附属書は、この条約の不可分の一部をなす。すべて「条約」というときは、現在の字句による又は第七条の規定に従つて修正されたこの附属書を含むものと了解する。

2　締約国は、条約区域における溯河性魚種の漁獲に当たりこの条約の附属書に定める保存措置を尊重すること及びこ

いて各締約国に通報すること。

(h) 第十一条の規定に従い締約国が行う検討の結果を審議し、また、適当な場合には、提案を行うこと。

2 委員会は、その任務の遂行に当たり、できる限り、締約国の官公署の技術的及び科学的役務並びに情報を利用するものとし、また、望ましくかつ可能なときは、公私の団体若しくは機関又は個人の役務及び情報を利用することができる。

第四条

締約国は、溯河性魚種以外の条約区域の魚種を取り扱う国際機関であつて広範な加盟国を有するものの設立に向かつて

(c) 必要に応じ、この条約の附属書の修正を勧告すること。

(d) 北緯四十六度以南の水域に回遊する溯河性魚種の大陸起源を決定するための科学的研究を調整し、及び当該研究を三年間実施した後北アメリカ起源のさけの保存に関し(c)の規定に従つて適宜勧告すること。

(e) 各締約国の二百海里漁業水域の外側の水域において生ずるこの条約の違反に関する同等の刑の細目の制定について審議し、及び締約国に提案すること。

(f) 締約国が第八条の規定に従つて提供する記録を編集し、及び研究すること。

(g) 委員会の事業、調査及び認定に関する報告を適当な提案とともに毎年各締約国に提出し、また、適当と認めるときはいつでも、この条約の実施に関係のある事項につ

1 委員会は、次の任務を遂行する。

(a) 科学的研究を行い、溯河性魚種に関する科学的資料（その大陸起源に関する資料を含む。）の収集、交換及び分析について調整を行い、並びに当該魚種に関する締約国間の協力のための場を設けること。

(b) 次条にいう国際機関の設立までの間、条約区域の非溯河性魚種に係る科学的な情報及び見解についての研究、分析及び交換に関する締約国間の協力のための場を設けること。その情報及び見解には、当該魚種に影響を及ぼすすべての関連要因、知識の欠陥を補うための科学的調査の推進並びに統計及び記録の編集及び頒布に関する情報及び見解を含む。

料は、いずれの国語によつても委員会に提出することができる。

11 各締約国は、自国の国別委員部の経費を決定し、かつ、支払う。委員会の共同の経費は、委員会が勧告しかつ締約国が承認する形式及び割合において締約国が負担する分担金により、委員会が支払う。

12 共同の経費の年次予算は、委員会が勧告し、かつ、締約国に承認のため提出する。

13 委員会は、その共同の経費のための資金の支出の権限を有する。委員会は、その任務を遂行するために、必要な職員を雇用し、及び必要な便益を取得することができる。

第三条

部から選定する。議長、副議長及び事務局長の任期は、一年とする。その後の各年においては、国別委員部からの議長、副議長及び事務局長の選定は、各締約国がそれらの地位に順番に代表されるように行う。

7 委員会の本部の所在地は、委員会が決定する。

8 各締約国は、共通の関心事である北太平洋漁業問題に精通した者から成る諮問委員会を自国の国別委員部のために設置することができる。各諮問委員会は、委員会が秘密会とする旨を決定した会議を除くほか、委員会のすべての会議に出席するように招請される。

9 委員会は、公聴会を開くことができる。また、各国別委員部は、自国で公聴会を開くことができる。

10 委員会の公用語は、英語及び日本語とする。提案及び資

1 締約国は、北太平洋漁業国際委員会（以下「委員会」という。）を維持する。

2 委員会は、三の国別委員部で構成し、各国別委員部は、それぞれの締約国の政府が任命する四人以下の委員で構成する。

3 各国別委員部は、一個の投票権を有する。委員会のすべての提案、勧告その他の決定は、三の国別委員部の全会一致の投票によつてのみ行う。

4 委員会は、その会議の運営に関する規則を決定し、及び、必要があるときは、これを改正することができる。

5 委員会は、少なくとも毎年一回会合し、また、国別委員部の多数が要請するその他の時期に会合する。

6 委員会は、議長、副議長及び事務局長を異なる国別委員

この条約の適用上、この水域は、接続する諸海を含むものとする。

2 この条約のいかなる規定も、領水の範囲又は沿岸国の漁業管轄権に関する締約国の主張又は立場に不利な影響を与える（主張又は立場を害する）ものとみなしてはならない。

3 この条約の適用上、「漁船」とは、魚類を漁獲すること若しくは条約区域において積載した魚類を加工し若しくは輸送することに従事する船舶又はこのような活動のための装備を有する船舶若しくはこれらの船舶に対して通常の補助を行う船舶をいう。

第二条

条約を改正することを希望して、
次のとおり協定した。

第一条

条約の規定を次のとおり改正する。

アメリカ合衆国、カナダ及び日本国の政府は、次のとおり協定した。

第一条

1 この条約が適用される区域（以下「条約区域」という。）は、北太平洋の全水域（領水を除く。）とする。

北太平洋の公海漁業に関する国際条約を改正する議定書

アメリカ合衆国、カナダ及び日本国の政府は、

千九百五十二年五月九日に東京で署名された北太平洋の公海漁業に関する国際条約並びにその附属書及び附属議定書（以下「条約」という。）を考慮し、

条約が北太平洋及びこれに接続する諸海の漁業資源に関する科学的研究を推進し及び調整することに役立つてきたこと並びにこれらの漁業資源の保存を助成してきたことをひとしく認め、

各締約国が条約区域において新たな漁業管轄権を設定したことを考慮し、

条約のある種の規定が当該漁業管轄権と両立しないことを認め、

AGREED MINUTES

The representatives of the Government of the United States of America, the Government of Canada and the Government of Japan have agreed to record the following in connection with the International Convention for the High Seas Fisheries of the North Pacific Ocean, as amended by the Protocol Amending the International Convention for the High Seas Fisheries of the North Pacific Ocean signed this day:

1. It is understood that the Government of Japan intends to send throughout the period of the commercial salmon fishery in the Northern Bering Sea a scientific research vessel of the Government of Japan to conduct research with respect to the continent of origin of anadromous species migrating in the waters of the Northern Bering Sea.

2. It is understood that the Government of Japan is prepared to allow, upon the request of the Government of the United States of America and/or the Government of Canada, no more than three scientists of the Government of the United States of America and/or the Government of Canada to board the above-mentioned scientific research vessel.

3. It is understood that the Government of the United States of America and the Government of Canada undertake to bear expenses incurred in such boarding of their respective scientists.

4. It is understood that the Government of Japan is prepared to facilitate temporary visits by

the above-mentioned scientists to Japanese mothership and/or catcher-boats engaged in salmon fishery operations for collecting scientific information with respect to the catches of anadromous species. It is also understood that for the above-mentioned scientists visiting motherships and/or catcher-boats from the above-mentioned scientific research vessel the following restrictions will apply:

(a) The total number of visits made by these scientists shall not exceed eight days for the waters north of 56° North Latitude, between 175° East Longitude and 180° Longitude, and ten days for the waters north of 56° North Latitude, between 180° Longitude and 175° West Longitude.

(b) Such visits shall be timed in such a manner as to minimize adverse effects on the research activities of the above-mentioned scientific research vessel.

Tokyo, April 25, 1978

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Michael J. Mansfield

FOR THE GOVERNMENT OF CANADA:

Bruce Rankin

FOR THE GOVERNMENT OF JAPAN:

Sunao Sonoda

MEMORANDUM OF UNDERSTANDING

The Delegations of the Governments of the United States of America, Canada and Japan have agreed to record the following in connection with the International Convention for the High Seas Fisheries of the North Pacific Ocean, as amended by the Protocol Amending the International Convention for the High Seas Fisheries of the North Pacific Ocean signed this day, in order to further research studies on anadromous Salmonidae in the Convention area:

1. The Government of Japan will provide the following statistics to the International North Pacific Fisheries Commission:

A. For the landbased driftnet fishery, statistics by 2° x 5° INPFC statistical area and ten-day period by species in numbers and tonnage, with corresponding effort in tans fished, by mesh size, within six months of annual termination of the fishery.

B. For the mothership gillnet fishery, catch statistics on a ten-day basis by 1° x 1° statistical area by species in numbers and tonnage with corresponding effort in tans fished, and with summary information on mesh sizes used, within six months of annual termination of the fishery.

C. Age composition and maturity data on salmon sampled in the areas of the landbased driftnet and mothership fisheries in the detail determined necessary for scientific studies pertinent to continent of origin determinations.

2. The Governments of the United States of America, Canada and Japan intend to provide to the International North Pacific Fisheries Commission:

A. Scale and/or fish samples requested by the Commission for special scientific studies.

B. Statistics on the all salmon fisheries of the North Pacific Ocean and adjacent seas for continued publication in the Annual Statistical Yearbook.

C. Catch, tagging, oceanographic and associated biological data collected by research vessels of the three Contracting Parties in at least the same detail and timeliness as in recent years.

Tokyo, April 25, 1978

FOR THE DELEGATION OF
THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

Michael J. Mansfield

FOR THE DELEGATION OF
THE GOVERNMENT OF CANADA:

Bruce Lanken

FOR THE DELEGATION OF
THE GOVERNMENT OF JAPAN:

T. Nakajima [1]

[1] T. Nakajima.

MEMORANDUM OF UNDERSTANDING

The Delegations of the Government of the United States of America and the Government of Japan have agreed to record the following in connection with Article X of and Paragraph 1. (c) of the Annex to the International Convention for the High Seas Fisheries of the North Pacific Ocean, as amended by the Protocol Amending the International Convention for the High Seas Fisheries of the North Pacific Ocean signed this day (hereinafter referred to as "the Convention").

1. The Government of Japan will provide the following statistical data to the Government of the United States of America within six months of annual termination of the fishery:

A. For the land-based driftnet salmon fishery in the waters east of 160 degrees East Longitude, number of Dall porpoise (Phocoenoides dalli), taken by 2° x 5° INPFC statistical area and 10-day period.

B. For the mothership gillnet salmon fishery, number and species of marine mammals, particularly Dall porpoise, taken by 1° x 1° statistical area and 10-day period.

2. The Government of Japan will provide:

A. By January 1, 1979, available past incidental catch data for all classes of research vessels, to the extent possible by 2° x 5° INPFC statistical area and 10-day period with corresponding effort in tans fished and metric tons of salmon harvested.

B. Within six months of annual termination of the Japanese salmon fishery, incidental catch data for all classes of research vessels by 2° x 5° INPFC statistical area and 10-day period with corresponding effort in tans fished and metric tons of salmon harvested.

3. Scientists of the Government of the United States of America and the Government of Japan will independently or jointly study data on incidental catch of Dall porpoise per tan of gillnet and incidental catch per ton of salmon harvested, with a view to determining suitability of such data as indices of Dall porpoise abundance, and biological data and samples of Dall porpoises collected by the Japanese salmon fishery and research vessels to develop the information on life history, stock differentiation, status and trends.

4. Scientists of the Government of the United States of America and the Government of Japan will consult with regard to the research programs of Japanese salmon research vessels including sighting surveys on Dall porpoises, with a view to developing the most effective program to determine the status and trends of their populations. They will also consult on methods to reduce or eliminate their incidental catch in the Japanese mothership gillnet salmon fishery pursuant to the provisions of Paragraph 1. (c) of the Annex to the Convention. The first such consultation will be held prior to the 1978 Japanese salmon fishing season.

5. Scientists of the Government of the United States of America and the Government of Japan will conduct for the period ending June 9, 1981, annual sighting surveys on Dall porpoises on Japanese salmon research vessels operating in the Convention area with a view to obtaining adequate sighting data to provide estimates of abundance. The sighting data collected will include, inter alia, time of observation, location, number seen, distance and direction from vessel, sea state, wind direction and strength, and visibility.

6. The Government of Japan intends to allow for the period ending June 9, 1981, up to two scientists of the Government of the United States of America on board each of no less than three salmon research vessels of the Government of Japan for the studies on Dall porpoise. Scientists of the Government of the United States of America may be accepted on board additional Japanese salmon research vessels. The Government of the United States of America will bear expenses incurred in such boarding of scientists.

7. Scientists of the Government of the United States of America will analyze the Dall porpoise sightings data collected by its Pelagic Fur Seal Investigations and, as possible, by other sources to develop information on stock differentiation, distribution and abundance in the eastern North Pacific Ocean.

8. To obtain adequate specimen material for biological studies:

The Government of Japan will ensure for the period ending June 9, 1981, that nationals and fishing vessels of Japan conducting salmon fishery operations within the United States fishery conservation zone make every effort to return to the motherships, where feasible, all Dall porpoises captured incidentally by gillnets of the Japanese salmon fishery for collection of biological data and samples. In this connection, the Government of Japan will require that accurate records be kept of the number of Dall porpoises captured but not returned to the mothership and the circumstances preventing their return. The Government of Japan will ensure for the above-mentioned period that the scientists of the Government of the United States of America accepted pursuant to the provisions of Paragraph 1. (c) of the Annex to the Convention on board each mothership operating within the United States fishery conservation zone be allowed to collect appropriate marine mammal data. It is understood that the total number of scientists of the Government of the United States of America on board each mothership will, in any case, be no more than two.

B. The Government of Japan intends to take appropriate measures for the period ending June 9, 1981, to collect biological data and samples from Dall porpoises captured incidentally by the Japanese mothership gillnet salmon fishery in the areas specified in Paragraph 1. (a) and (b) of the Annex to the Convention, with a view to obtaining a representative sample of Dall porpoises captured incidentally in these areas.

9. A. Scientists of the Government of the United States of America will examine the acoustic characteristics of gillnets and of the Dall porpoise in an effort to determine appropriate gear modifications that contribute to reducing incidental mortality.

B. Scientists of the Government of Japan will review past research data to determine if variations in gear resulted in reduced incidental catch rates.

C. Scientists of the Government of Japan will conduct field trials of proposed gear modifications to determine their usefulness in reducing incidental catches when a program is mutually agreed upon

between scientists of the Government of the United States of America and the Government of Japan.

10. The Government of Japan intends to ensure that cooperative Dall porpoise research be conducted with use of an appropriate Japanese vessel not later than the 1979 salmon fishing season, unless it is agreed that such research can be accomplished in another manner.

Tokyo, April 25, 1978

FOR THE DELEGATION OF THE UNITED STATES OF AMERICA:

FOR THE DELEGATION OF JAPAN:

UNITED ARAB EMIRATES

Technical Assistance in Customs Improvement

Agreement amending and extending the agreement of January 18 and April 26, 1976.
Signed at Washington and Abu Dhabi March 16 and April 19, 1978;
Entered into force April 19, 1978.

DEPARTMENT OF THE TREASURY
U.S. CUSTOMS SERVICE
WASHINGTON

REFER TO

MARCH 16, 1978

His Excellency
HAMAD IBRAHIM AL-SABAH
Director General of Customs
United Arab Emirates
Customs Department
P.O. Box No. 255
Abu Dhabi

YOUR EXCELLENCY:

It is my pleasure to inform you that on behalf of the United States Customs Service, I agree to extend for an additional two years, "the Technical Assistance Agreement between the Government of the United Arab Emirates Customs Department, Ministry of Finance and the U.S. Customs Service" that was signed by you on January 18, 1976, in Abu Dhabi and by former Commissioner of Customs, Vernon D. Acree, in Washington, D.C., on April 26, 1976. [1]

I understand that the original budget of $187,665 (for the initial 24 month period, (Enclosure A), will be increased by $187,665 to finance the two year extension of services as set forth in the original budget. At a later date we will submit a revised budget as mutually agreed to

---

[1] TIAS 8690; 28 UST 6815.

cover the cost of training U.A.E. Customs Personnel in the United States and Abu Dhabi.

I look forward to our continuing participation in the Customs Advisory Project in Abu Dhabi and anticipate that under your intelligent and innovative direction, the United Arab Emirates Customs Department will continue to develop an outstanding customs organization.

In closing, by signing this letter, I agree to extend for an additional two years or until February 10, 1980, the Technical Assistance Agreement between the Government of the United Arab Emirates "Customs Department, Ministry of Finance" and the U.S. Customs Service.

To effect the exchange of letters proposed by you, I suggest that by signing a duplicate of this letter and forwarding it to me, you will have indicated your agreement to its content.

Sincerely Yours,

R. E. CHASEN

Commissioner of Customs

Enclosure

Date: APRIL 19, 1978

Agreed: HAMAD IBRAHIM AL-SABAH
Hamad Ibrahim Al-Sabah
Director General of Customs
United Arab Emirates
Customs Department

دولة الإمارات العربية المتحدة

BUDGET PLAN FOR CUSTOMS IMPROVEMENT PROJECT
WITH ABU DHABI CUSTOMS DEPARTMENT

Period Covered 24 Months

DESCRIPTION	*AMOUNT*	*REMARKS*
Salary	$85, 300	Salary costs for 24 man months services of Senior Advisor and 18 man months services of TDY specialists (includes TDY by Curt Hoffman)
Personnel Benefits (10%)	$8, 530	U.S. Government contribution to items such as retirement, health insurance, life insurance, etc.
Post Differential	$10, 500	
Travel	$15, 400	Travel costs include costs for Senior Advisor and dependents, TDY Advisors and headquarters inspection travel
Per Diem	$3, 500	Per diem costs for 90 day TDY assignments or longer. This is minimum figure provided by U.S. Government regulations and assuming provision by the Abu Dhabi Customs Department of full room and board at the Al Ain Palace Hotel
Shipment/Storage Effects	$11, 300	Based on provision of fully furnished house
Post Allowances	$37, 640	Includes education and cost of living allowances
Overhead (9%)	$15, 495	
TOTAL	$187, 665	

MULTILATERAL

NATO Explosion Resistant Multi Influence Sweep System (ERMISS)

Memorandum of understanding opened for signature April 5, 1978; Entered into force with respect to the United States of America August 24, 1978.

MEMORANDUM OF UNDERSTANDING FOR INTERNATIONAL COLLABORATION ON THE NATO EXPLOSION RESISTANT MULTI INFLUENCE SWEEP SYSTEM (ERMISS)

MEMORANDUM OF UNDERSTANDING BETWEEN

THE MINISTER OF DEFENCE OF THE FRENCH REPUBLIC

THE MINISTER OF DEFENCE OF THE FEDERAL REPUBLIC OF GERMANY

THE MINISTER OF DEFENCE OF THE KINGDOM OF THE NETHERLANDS

THE SECRETARY OF STATE FOR DEFENCE OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

THE SECRETARY OF DEFENSE OF THE UNITED STATES OF AMERICA

FOR
INTERNATIONAL COLLABORATION ON THE ERMISS PROGRAMME

TABLE OF CONTENTS

		Page	[*Pages herein*]
SECTION I	Introduction	3	1173
SECTION II	Objectives	4	1173
SECTION III	Scope of Memorandum of Understanding	5	1174
SECTION IV	Scope and Schedule of Work	6	1174
SECTION V	Management	9	1175
SECTION VI	Work Sharing	11	1177
SECTION VII	Finance and Commitments or Obligations	12	1177
SECTION VIII	Reports to NATO	17	1180
SECTION IX	Exchange of Technical Information and User Rights	18	1180
SECTION X	Access to Establishments	24	1183
SECTION XI	Provision of Additional Material	25	1184
SECTION XII	Security	26	1184
SECTION XIII	General Disclosure of Information	28	1185
SECTION XIV	Sales and Levy	29	1186
SECTION XV	Participation of Additional Nations	30	1186
SECTION XVI	Disposal of Special Tooling and Special Test Equipment	31	1186
SECTION XVII	Contract Provisions	32	1187
SECTION XVIII	Taxes, Duties, and Other Charges	36	1188
SECTION XIX	Inspection	37	1189
SECTION XX	Termination of Participation	38	1189
SECTION XXI	Language	41	1191
SECTION XXII	Effective Date of the Memorandum of Understanding	42	1191

SECTION I

Introduction

Whereas the following States:

The French Republic—represented by the Minister of Defence
The Federal Republic of Germany—represented by the Minister of Defence
The Kingdom of the Netherlands—represented by the Minister of Defence
The United Kingdom of Great Britain and Northern Ireland—represented by the Secretary of State for Defence
The United States of America—represented by the Secretary of Defense

parties to the North Atlantic Treaty, hereinafter referred to as "the Participating Parties":

—have a common interest in defence;
—recognise the benefits to be obtained from standardisation of military equipments in NATO;
—foresee a need for an Explosion Resistant Multi Influence Sweep System hereinafter referred to as ERMISS for use by their armed forces;
—have noted that their representatives have, within the forum of the Project Group 14 (PG/14) of the NATO Naval Armaments Group (NNAG) jointly prepared a NATC Operational Objective for such a system (reference: AC/141(PG/14)D/4);
—have noted the results of a Pre-Feasibility Study initiated by the PG/14 and carried out by the United States and Germany, which indicated that the development of such a system should be within the scope of currently available technology;
—now see a need for the execution of common research and development work leading to procurement of an ERMISS;

accordingly they have reached the following understandings:

SECTION II

Objectives

The objectives of the Participating Parties are to:

1. define ERMISS by Common Research and Development word;
2. develop, test and prepare for production of the ERMISS;
3. produce ERMISS;
4. avoid duplication of development by establishing a co-operative logistic support and controlling, co-ordinating and monitoring all aspects of the co-operative efforts of the Participating Parties involved in the planning, development and production of the ERMISS;

5. promote standardization and logistic interchangeability by establishing programmes for co-operative logistic support and post-production changes to configuration;
6. utilise within these objectives most effectively the military, industrial, scientific and technical resources of the Participating Parties in terms of both men and material, in the interest of mutual defence.

SECTION III

Scope of Memorandum of Understanding (MOU)

1. The Participating Parties intend to proceed to the subsequent Phases, subject to satisfactory completion of Phases I and II of the programme and subject to further Memoranda of Understanding covering such subsequent Phases, as described in Section IV.4. It is recognised that, if it is decided to proceed to subsequent Phases, it will be highly desirable to do so with a minimum of delay. However, no Participating Parties are in any way committed by this MOU to proceed beyond Phase II.
2. Any disagreement regarding the interpretation or application of this MOU will be resolved by consultation between the Participating Parties concerned, and will not be referred to an International Tribunal or third party for settlement.

SECTION IV

Scope and Schedule of Work

1. It is at present planned to divide the ERMISS programme into five broad Phases:

   Phase I: Common Research work
   Phase II: Common Development work
   Phase III: Twofold Development work
   Phase IV: Prototype and full production
   (a) Prototype
   (b) Full production
   Phase V: Logistic and technical support

2. The work covered by this MOU will consist of Phases I and II of the planned programme. It is envisaged that Phases I and II will last 36 months and be completed by the spring of 1980, to meet the requirements of the NATO Operational Objective AC/141(PG/14) D/4. The documents and reports to be provided to the Participating Parties on the completion of Phase II are listed in Annex I, [1] Para 8.

3. Subject to the successful completion of Phases I and II of the programme and a decision by the Participating Parties to proceed, it is expected that the future programme will consist of the following Phases requiring further Memoranda of Understanding.

[1] Not printed.

4. Outline of Future Programme of Work

The remaining phases of the ERMISS programme are:

Phase III: Twofold Development Work

This Phase is planned to start in the spring of 1980 and to be completed in the spring of 1981. The work will cover both a 550 tons and a 2500 tons ERMISS, leading to clarification of areas of technical uncertainty and definition of the technical content of the future Phases of the programme. During this Phase all shipboard equipment and systems will be defined and maximum standardization will be sought. Shipboard equipment and systems will be selected to reflect an economically balanced distribution among the industries of the Participating Parties. It will also include the provision of a fully costed programme for the efficient conduct of the future Phases of work. Although two separate configurations of craft are envisaged, much of the work of this Phase will be common.

Phase IV: Prototype and Full Production

This phase will be divided into two separate Phases:

(a) Prototype

This Phase is expected to start in the spring of 1981 and be completed in 1982. The work to be carried out will cover the further development and the construction of the ERMISS up to and including adequate demonstration by trials that the ERMISS will meet the requirements of the Participating Parties.

(b) Full production

This Phase will consist of the full production of the ERMISS, including spares and associated equipments.

Phase V: Logistic and Technical Support

This Phase is planned to start after the completion of Phase III and includes post design services and in-service support. In order to keep the costs of storing supplies and spare parts, repair and maintenance of shipboard equipments and systems as low as possible, a logistic organisation will be established to centralise storage/supply and repair and maintenance facilities, distributed among different Participating Parties. Participating Parties will therefore set up a logistic agreement concerning maintenance, supply of spare parts, technical support and the updating of data packages.

SECTION V

Management

1. PG/14 will be composed of members from each of the Participating Parties and will act as a Steering Committee until Phases I and II

are completed. Each Participating Party is entitled to one vote in PG/14. Experts may be called upon as required.

2. PG/14 will be responsible for the implementation of the cooperative programme within the terms of this MOU. Each member of PG/14 will be responsible for the necessary co-ordination with the appropriate authorities of his own country.
3. PG/14 will meet at least every six months and will hold additional meetings as requested by any member. Meetings will be held at locations among the countries as agreed by the members.
4. The Chairman of PG/14 will be selected every year by and from among the members, recognising the desirability and considering the practicability that each member serve in this capacity.
5. Decisions of PG/14 on the following subjects will be made by unanimous vote:

   (a) approval of total cost estimates;
   (b) approval of major schedule changes;
   (c) approval of initial configurations of the ERMISS;
   (d) approval of any configuration changes;
   (e) approval of further technical Annexes to this MOU as appropriate;
   (f) approval of the actual distribution of the work as proposed by the Programme Manager;
   (g) approval of the composition and size of the clerical/support staff of the ERMISS Programme Office (ERMISS PO).

   Where timely decisions cannot be reached, the matter will be referred by each member without delay to his higher Government authority.
6. Except as may be specified otherwise elsewhere in this MOU all other decisions of PG/14 will be made by the majority vote of the Participating Parties. The Chairman of PG/14 will have one additional vote solely for the purpose of resolving any tied vote of the members. Decisions of PG/14 will be required in writing, serially numbered and distributed as required.
7. PG/14 will have authority to issue such instructions, consistent with this MOU, as may be necessary, to secure the timely and cost effective progress of Phases I and II of ERMISS.
8. An ERMISS PO will be established by PG/14. The ERMISS PO will be located in Germany and will be headed by a Programme Manager who will be designated by the Minister of Defence of the Federal Republic of Germany. The organisation, mode of operation, duties and responsibilities of the Programme Office will be established and published in a document issued by PG/14. The staff of the ERMISS PO will include professional/technical and clerical/support personnel. The size and composition of the staff will be recommended by the Programme Manager (Reference Section V. 5.(g)). The professional/technical staff of the ERMISS PO will include not less than one representative of each Participating

Party on an as required basis. Participating Parties may furnish additional professional/technical personnel as they may deem necessary.

9. The Programme Manager will be responsible to PG/14 for the management of the activities of the Programme Office, consistent with the directions of PG/14 and with this MOU.

SECTION VI

Work Sharing

It is recognised that on the effective date of this MOU, a significant part of the work under Phase I will have been accomplished. As regards the remaining work to be performed under Phases I and II, such work, to the maximum extent consistent with satisfactory technical progress, will be shared equally among the Participating Parties. The Programme Manager will propose to PG/14 a plan for such work sharing that reflects the equal financial distribution of the initial estimated costs of such work.

SECTION VII

Finance and Commitments or Obligations

Costs of Common Research and Common Development (Phases I and II)

1. On the basis of Deutsche Mark exchange rates and the price levels of January 3rd, 1977, the cost of the work covered by Phases I and II is estimated to be

   1,653,000.00 DM

   (one million six hundred fifty-three thousand Deutsche Mark).

   A breakdown of this cost estimate is shown on the charts identified as Figures 1 and 3 of Annex I. The Participating Parties will share equally the costs of the performance of Phases I and II, provided that no Participating Party will be required to share any element of cost for:

   (a) costs of advertising, except advertising paid from profits, and except for advertising required for recruitment of personnel and procurement of scarce items required for performance of the contract or the disposal of scrap or surplus materials acquired for performance of the contract, and

   (b) costs of independent research and development, and bids and proposals,

   which costs are unallowable or prohibited under the laws of that Participating Party.

2. Arrangements regarding cost sharing of Phases III, IV and V will be established separately in future Memoranda of understanding applicable to such Phases.

3. For the purpose of this sharing arrangement, the cost of Phases I and II includes:
   (a) the amounts obligated or committed by the ERMISS PO under legally binding contractual agreements or other legally binding arrangements for the performance of work in pursuance of the research and development efforts covered by Phases I and II;
   (b) the 413,000.00 Deutsche Mark expended by the Federal Republic of Germany for the performance of work covered by Phase I prior to the effective date of this MOU;
   (c) the costs of providing general office services for the ERMISS PO, including the costs of the approved ERMISS PO clerical and support personnel.

4. The cost of Phases I and II does not include:
   (a) the costs (pay and allowances, including travel expenses) of the ERMISS PO professional and technical personnel, which costs will be borne by the respective Participating Parties providing such personnel to the ERMISS PO;
   (b) the costs, including material and personnel costs, of any test or evaluation which is additional to the tests and evaluations in the test plan approved by PG/14, performed by or for a Pariticipating Party, which costs will be borne by the Participating Party which itself performed or which requested the performance of such additional tests and evaluations.

5. Yearly Payments

   The figures in subparagraphs (a) to (c) below are based on the assumption that five nations will participate in the programme:
   (a) Within 30 days of the request of the Programme Manager each Participating Party will deposit the initial amount of 100,000.00 Deutsche Mark into separate named interest bearing trust accounts administered by the Programme Manager on their behalf.
   (b) On 1 April 1978, by request of the Programme Manager each Participating Party will deposit the additional amount of 150,000.00 Deutsche Mark into its trust account.
   (c) On 1 April 1979, by request of the Programme Manager each Participating Party will deposit the additional amount of 80,600.00 Deutsche Mark into its trust account.
   (d) In recognition of the prior expenditure by the Federal Republic of Germany of 413,000.00 Deutsche Mark, in the performance of work under Phase I, the Federal Republic of Germany will not be required to make the initial and subsequent annual deposits. A final accounting will be made at the end of Phase II to determine any amount still due to or from any of the Participating Parties in order to equalise the costs.

6. On or before 1 September of each year, the Programme Manager will submit to the PG/14 a cost estimate for the following calendar year, in such detail as the PG/14 may require, including any recommendations concerning the impact, if any, of such estimate on the estimated costs of performance in any subsequent calendar years.
7. Payments of the costs of Phases I and II will be made from time to time, as necessary, in accordance with sound business practice. The trust accounts of each of the Participating Parties will be charged with an equal share of each payment. All payments from the trust accounts will be certified by the Programme Manager as being for payment of work properly performed in accordance with and for the purpose of this MOU.
8. If at any time during any calendar year the Programme Manager has reason to believe that the costs to be incurred by the ERMISS PO during that calendar year will exceed the estimated cost for that calendar year approved by PG/14, he will promptly notify PG/14, setting forth his estimate of the total costs to be incurred for that calendar year, together with supporting detailed information. PG/14 will meet as promptly as may be practicable and feasible to consider the matter. PG/14 will either (a) establish a new approved estimate of cost for that calendar year and specify the equal additional amount to be contributed by each Participating Party, or (b) provide the Programme Manager guidance and direction concerning further performance of the work during that calendar year. If PG/14 specifies an additional amount to be contributed by the Participating Parties, each Participating Party promptly will pay into its Trust Account the amount of such additional contribution.
9. If at any time the Programme Manager has reason to believe that the total estimated cost of Phases I and II, established in this MOU, as it may have been amended by PG/14 from time to time, will be exceeded, he will promptly notify PG/14, setting forth his estimate of the total estimated cost of Phases I and II, together with supporting detailed information. PG/14 will meet as promptly as may be practicable and feasible to consider the matter, and by unanimous vote will agree upon the action to be taken to resolve the matter.
10. The ERMISS PO will maintain full and complete records of all work performed, obligations and commitments incurred, and monies received and expended. in accordance with standard accounting practices of the Federal Republic of Germany. All such records maintained by the ERMISS PO will be available for audit annually by authorised representatives of each Participating Party. An annual audit report will be prepared by the Federal Republic of Germany and will be sent to each Participating Party.
11. Upon the completion of Phase II, all outstanding accounts of the ERMISS PO will be settled as promptly as is feasible and practi-

cable in the circumstances. If the balance remaining in the Trust Account exceeds the amount required to pay in full a Participating Party's applicable share of the total final cost of Phases I and II, such excess amount will promptly be refunded to that Participating Party, if so requested.

SECTION VIII

Reports to NATO

The ERMISS Programme Manager will provide a detailed report on request of PG/14. The Chairman of PG/14 will give twice annually a report on the progress of the ERMISS Programme to the NNAG who will further report to the Conference of National Armaments Directors (CNAD).

SECTION IX

Exchange of Technical Information and User Rights

1. For the exchange and use of Technical Information the following definitions will be used:

(a) "Technical information" means recorded information, regardless of form or characteristic, of a scientific or technical nature and may be, for example, experimental and test data, specifications, designs, processes, techniques, inventions whether patentable or not, technical writings, sound recordings, pictorial reproductions, drawings and other graphic representations, magnetic tape, computer memory printouts, or data retained in computer memory, and any other relevant technical data, in whatever form presented and whether or not copyrighted.

(b) "Defence purposes" refers to manufacture and use in any part of the work by or for the armed forces of a Participating Party, including the furnishing of assistance by it on a grant basis to Non-Participating Parties and international organisations for their mutual defence purposes.

(c) "Patents" include utility patents, design patents, registered designs and other similar protection.

(d) "First actually reduced to practice" refers to the demonstration of the operability of an invention for its intended purpose in some physical form.

(e) "Defence sales" refers to sales by a Participating Party or its contractors to Non-Participating Parties for their mutual defence purposes.

(f) "Foreground information" is that technical information generated in the course of or under this co-operative programme and includes any invention or discovery, whether or not patentable, conceived or first actually reduced to practice in the course of or under this programme.

(g) "Background information" is that technical information necessary to or useful in the programme generated (1) in Government

establishments or (2) by contractors employed to work on the programme to the extent that such information pertains to the specific tasks undertaken by such establishments and contractors under the programme, but not generated under the programme.

2. Foreground Information – Disclosure

(a) If foreground information is generated in Government-operated or Government-controlled facilities under the co-operative programme, the Participating Parties will secure through the ERMISS PO the prompt availability of this information to the other Participating Parties. If foreground information is to be generated by contractors the Government of the Federal Republic of Germany will secure, by inserting suitable provisions in its contracts, the prompt availability of such information to all Participating Parties.

(b) As part of the disclosures referred to in paragraph 2(a) above, the Participating Parties will be furnished with copies of patent applications filed in respect of inventions conceived or first actually reduced to practice in the course of the work performed under the programme.

(c) Use of the technical information, including information contained in such patent applications provided under this paragraph, will be subject to the provisions of paragraph 3.

3. Foreground Information – Use

(a) Each Participating Party, in respect of the foreground information provided to the Participating Parties under paragraph 2 above, will grant or cause to be granted to each of the other Participating Parties:

(1) for defence purposes, the right to use and authorise others to use royalty-free all foreground information, and to obtain royalty-free, non-exclusive irrevocable licenses under patents for inventions;

(2) for defence sales the right to obtain for itself or its contractors on fair and reasonable terms a license to use all foreground information and patents for inventions. A Participating Party placing contracts will use its best endeavours to secure the availability of the foregoing right for the Participating Parties on the same terms for all;

(3) for purposes other than for defence purposes and defence sales this Memorandum grants no rights to use foreground information or patents for inventions.

(b) Nothing in the foregoing paragraph 3(a) will confer any rights under a patent for an invention both conceived and first actually reduced to practice prior to the commencement of work under the programme.

4. Background Information – Disclosure

(a) At the request of PG/14, each Participating Party will:

(1) secure for the other Participating Parties all background information which the ERMISS PO, with the approval of PG/14, concludes is necessary for Phases I and II of the programme to the extent that such information can be made available without incurring liability to third Parties;

(2) provide a status report on the background information requested under paragraph (1) above, informing PG/14, to the extent it is able to do so, which background information will become available for defence purposes on a royalty-free basis, which information will become available on fair and reasonable terms, and which information will not become available under any terms.

(b) Use of the information provided under this paragraph will be subject to the provisions of the paragraph 5 below.

5. Background Information – Use

Each Participating Party, in respect of the background information provided under paragraph 4(a)(1) above, will secure the availability to the other Participating Parties:

(a) for defence purposes the right to use and to authorise others to use royalty-free all background information provided to the Participating Parties which is not subject to limitations on rights of use;

(b) for defence purposes and for defence sales the right to obtain for itself and its contractor on fair and reasonable terms a license to use that background information which is subject to limitations on the rights of diclosure and use, together with any necessary patents owned or controlled by the suppliers of the information.

6. Filing of Patent Applications

The Participating Party whose employees or whose contractor's employees have made an invention in the performance of work under the programme will, in other countries, file, cause to be filed, or provide the other Participating Parties the opportunity on behalf of said Participating Party to file patent applications covering any such inventions conceived or first actually reduced to practice during the performance of the work under the programme.

7. Protection of the Owner's Rights

(a) Control of use and of further disclosures – Technical information, whether classified or unclassified, received by one

Participating Party from another Participating Party under the provisions of this MOU will not be disclosed by the recipient Party to any other Party without the consent of PG/14. None of the Participating Parties will use or disclose information which is subject to limited rights of use or disclosure except within the scope of the rights accorded to it under this MOU or elsewhere. Information so limited in disclosure or use will be so marked at the time it is supplied. Such limitations and markings will be passed on to the contractor and to any other Parties to whom such information is subsequently transferred.

(b) Compensation – Claims for compensation arising from any failure on the part of the Participating Parties to observe conditions on which information is made available to them under this programme and claims based upon the failure of a contractor to observe the said conditions will, upon the request of one of the Participating Parties, be the subject of discussions between the Participating Parties with the object of ensuring, subject to applicable laws and treaties, proper compensation to the injured owner of the information. Nothing herein is intended to conflict with NATO agreements currently in force on the communication of technical information for defence purposes.

8. Proprietary Rights

Each Participating Party will, at the request of another, use all reasonable efforts to secure for the others a right to produce for defence purposes and defence sales on fair and reasonable terms any proprietary items incorporated in or used in the research and development of ERMISS or any other item developed in the course of the work performed under the co-operative programme.

9. Technical Assistance

To enable the results of work performed under the programme to be effectively applied for defence purposes and defence sales each of the Participating Parties will use its best efforts to ensure that for a period of five years after completion of Phases I and II there will be available to each of the other Participating Parties and their contractors, on fair and reasonable terms, such technical assistance (loan of engineers, training etc.) as the other Participating Parties desire.

SECTION X

Access to Establishments

1. Each Participating Party will, within reason and upon request, provide access to government establishments, agencies and laboratories, and the ERMISS PO will endeavour to assure access to contractors' industrial facilities in which the work under the pro-

gramme is being performed, for the purposes of studying such work, to personnel authorised by one of the other Participating Parties who (a) are either its own employees or employees of the contractors participating in the co-operative programme, and (b) have the appropriate NATO security clearance. These visits will be carried out in such a manner as not to delay the work.

2. Requests for visits by personnel of one country to an establishment of another country will be co-ordinated through the Programme Manager. After approval in principle, a formal visit request forwarding the requisite certificate of security clearance for the personnel making the visit will be transmitted to the national security authority of the host country to arrive 30 days in advance of the proposed visit if possible. Professional and technical personnel assigned to the Programme Office are exempt from the 30 day notification requirement. The Programme Manager will maintain a file of current security clearance documents for personnel assigned to the Programme Office in order to facilitate timely approval of required visits by such personnel.
3. All such visiting personnel will comply with all security regulations. Any technical information subject to limitations in use, trade secrets and proprietary technical data disclosed to visitors will be treated as if supplied to the Participating Party sponsoring the visiting personnel.

SECTION XI

Provision of Additional Material

Each of the Participating Parties may obtain for its own defence purposes as defined in Section IX, in addition to what is provided for elsewhere in this MOU reasonable supplies of material, test equipment, assemblies, component parts, reports, drawings, specifications, photographs and other similar items pertaining specifically to the programme. The cost, including the cost of any such items supplied by another Participating Party, will be borne by the requesting Party and will not be considered as a part of the cost of the ERMISS Programme.

SECTION XII

Security

1. All classified material and information exchanged, held or used in connection with this programme will be stored, handled, transmitted and safeguarded in a manner no less stringent than that provided for NATO classified material as set forth in the NATO document C–M(55)15(Final), dated 31st July, 1972, including all supplements and amendments thereto. The following security rules will apply:

   (a) The ERMISS PO will draw up the necessary implementing regulations and all security responsibility within the PG/14 and ERMISS PO will be exercised by the Programme Manager.

There will be no automatic release of such classified information to Non-Participating Parties or to the NATO International Staff. Release of such classified information will require approval of PG/14.

(b) Each Participating Party will maintain the security classifications assigned to such classified information or material by the releasing Participating Party and will afford to such information or material the same degree of security protection provided by the releasing Participating Party.

(c) A recipient Participating Party will not disclose classified information or material, owned or controlled by others, and obtained under the provisions of this MOU to a NON-Participating Party without the consent of the originating or controlling Participating Party.

(d) The Participating Party in whose territory work is carried out will determine the security classification to be applied to material and information originating within that country. If any such item contains or discloses identifiable classified information contributed by any of the Participating Parties, the security classification of that item will not be lower than the security classification assigned to such identifiable information by the originating Participating Party.

(e) At any facility wherein classified information furnished by another Participating Party is to be used, the receiving Participating Party will assign a person of sufficient authority to exercise effectively the reponsibility for safeguarding at such facility the classified information pertaining to this programme. After consultation with the appropriate security agencies, this officer or official will be responsible for limiting access to classified material involved in the programme to those persons who have been properly cleared and are under a need-to-know obligation. No Participating Party will provide without the prior consent of the originating Participating Party, classified information furnished by the originating Participating Party, to any facility whose financial, administrative, policy or management control is directed by persons or entities who are nationals of any Non-Participating Party.

SECTION XIII

General Disclosure of Information

No information generated as a result of the work undertaken under the terms of this MOU will be disclosed without the express consent of all Participating Parties. Specific provisions concerning disclosure of technical and classified information and material are contained in Section IX and Section XII.

SECTION XIV

Sales and Levy

1. Sales

All activities concerning sales to other than Participating Parties and their contractors of materials or any classified or unclassified information, not otherwise available or in the public domain, resulting from work performed by or under any contract placed by a Participating Party in furtherance of the programme will be submitted to PG/14 for approval and will also be subject to the provisions of Section IX, Section XII and any privately owned rights.

2. Levy (Extra Charge)

(a) After the programme is carried through to completion of Phases I and II, each of the Participating Parties will arrange for the imposition of a levy (extra charge) on its defence sales (as defined in Section IX) by way of recovery of the total development costs under the programme. The rate of such levy (extra charge) will be mutually determined by the Participating Parties prior to the completion of Phases I and II, However, the rate will be sufficient to preclude providing a financial advantage to any Non-Participating Parties who elect to procure ERMISS. Recoveries under this paragraph will be divided equally among the Participating Parties and will continue until terminated by agreed decisions of the Participating Parties.

(b) None of the Participating Parties, by way of recovery of costs incurred by each under this programme, will impose any levy (extra charge) on sales made to, or require any share of royalties payable under licenses granted to, other Participating Parties for use in this programme or for their own defence purposes.

SECTION XV

Participation of Additional NATO Nations

Should an additional NATO nation or NATO nations desire to participate in the programme, the Participating Parties will unanimously approve reasonable terms and conditions for admission of such nation or nations to participate in the programme. All decisions taken during the programme prior to entry of a new Member Nation will have to be accepted by that nation.

SECTION XVI

Disposal of Special Tooling and Special Test Equipment

The availability, use and/or the final disposition of special tooling and test equipment produced or procured during Phases I and II will be determined by separate arrangement between Participating Parties.

SECTION XVII

Contract Provisions

1. Contracts should be placed, whenever possible, with firms of the Participating Parties:

2. (a) Contracts will be negotiated by the ERMISS PO and will be signed and administered by the Government of the Federal Republic of Germany acting through the Minister of Defence, on behalf of the Participating Parties.
   (b) In carrying out this undertaking the Government of the Federal Republic of Germany will use its established Governmental contracting procedures, to the extent practicable, and consistent with any procedural requirement provisions of this MOU.
   (c) Administrative services associated with the placement and administration of contracts, as required by the ERMISS PO, will be provided by each of the Participating Parties concerned free of charge to the ERMISS PO.

3. The Government of the Federal Republic of Germany will include in its contracts provisions which will be no less favourable than those which the Federal Republic of Germany would expect to enjoy for similar work on its own behalf, and also will insert into all contracts (and require contractors to insert in all sub-contracts) under the programme suitable provisions:

   (a) to obtain all the information, rights and assurances required by this MOU;
   (b) to require that the Minister of Defence of the Federal Republic of Germany be notified immediately if the contractors or sub-contractors are subject to any license or other agreement which will operate to restrict freedom to disclose information under Section IX or to permit its use; and to use all reasonable efforts, if requested, to secure the relaxation of such restrictions; and
   (c) to require the contractors not to enter into any new agreement or arrangement which will result in restrictions such as are described in (b) above.

4. In addition to the foregoing, all contracts will include the following specific provisions:

   (a) Officials not to Benefit

   No member of or delegate to the legislative branch of the Participating Parties in the ERMISS programme or resident commissioner will be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision will not be construed to extend to this contract if made with a corporation for its general benefit.

(b) Covenant against Contingent Fees

The Contractor certifies that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty any of the Participating Parties in the ERMISS programme will have the right to require the annulment of this contract without liability or to require the deduction from the contract price or consideration, or to require the recovery otherwise of the full amount of such commission, percentage, brokerage or contingent fee.

5. Gratuities

(a) Any Participating Party, by written notice to the ERMISS PO, may require the termination of any contract if it is found that any gratuities (such as entertainment or gifts) were offered or given by the contractor or any agent or representative of the contractor, to any officer, official, or employee of any of the Participating Parties with a view toward securing a contract or securing favourable treatment with respect to the awarding or amending or the making of any determinations with respect to the performance of such contract.

(b) In the event the contract is terminated as provided in subparagraph (a) hereof, the Participating Party requiring such termination will be entitled to such remedies and damages as may be required or permitted by the laws and regulations of that Participating Party against nationals of that Participating Party who are involved in the offering, giving or receiving of such gratuity.

6. If the Government of the Federal Republic of Germany is unable to secure from any of its proposed contractors or sub-contractors any of the rights to be secured or sought for the benefit of other Participating Parties in accordance with this MOU, the ERMISS PO will advise and consult with PG/14 prior to placing the proposed contract or sub-contract. In that event PG/14 may suggest that an alternative source be sought by the ERMISS PO, or approve alternative rights to be obtained, or approve making the proposed contract without securing the rights in question.

7. An adequate number of copies of all contracts placed and modifications thereto will be obtained by the ERMISS PO, and a copy of each will be distributed to each of the Paritcipating Parties.

SECTION XVIII

Taxes, Duties, and Other Charges

1. To the extent not otherwise available under agreements between the Participating Parties concerned, relief from taxes or similar

charges or quantitative restrictions on imports or exports will be granted to the extent permitted by the legislation of the respective Parties valid at the time of the importation or exportation.

2. The Participating Parties concerned will use their best efforts to ensure that any taxes, duties or similar charges from which relief is available, as aforesaid, do not enter into the price of information or materials produced in furtherance of the accomplishment of Phases I and II of this programme.
3. The provisions of this MOU will not preclude the application of prohibitions or restrictions imposed under national laws and regulations on grounds of public morality or order, public security, public hygiene or health, or for veterinary or phytopathological considerations, or relating to the protection of patents, trademarks, and copyrights.

SECTION XIX

Inspection

(NATO Quality Control Procedures)

1. PG/14 will approve the inspection criteria proposed by the Programme Manager for this programme. At the request of PG/14 each of the Participating Parties will provide adequate inspection services in accordance with STANAG 4107 to ensure that any equipment manufactured under the MOU will meet the criteria for acceptability approved by PG/14. Where specific quality control requirements are not imposed by PG/14, the ERMISS PO will establish the applicable quality control procedures.
2. Representatives of other Participating Parties may observe any such inspection.
3. Charges made for additional inspection services and inspection reports beyond the scope of the criteria laid down by PG/14 will be borne by the Party requesting such inspection.

SECTION XX

Termination of Participation

1. Unilateral Termination of Participation Phases I and II

In the event a Participating Party wishes to withdraw from the programme after signing the MOU, that Participating Party will provide the Chairman of PG/14 written notice of its intention so to withdraw. Such notice will specify the effective date of the proposed withdrawal and will be delivered not later than 90 days prior to such effective date. A copy of such notice will be delivered to each of the other Participating Parties. Thereafter the following provisions will apply:

(a) The Chairman of PG/14 will convene a meeting of the Participating Parties within 30 days of receipt of the withdrawal notice for the purpose of discussing and fully evaluating the consequences of such proposed termination.

(b) If, after such consultation, the remaining Participating Parties decide to continue, the withdrawing Party will continue its participation until the effective date of withdrawal specified in the written notice, or until such earlier effective date as the Participating Parties may agree upon unanimously.

(c) The withdrawing Party will pay its share of the approved estimated cost of the whole of Phases I and II of the programme applying on the effective date of withdrawal.

(d) The withdrawing Party will submit to PG/14 final reports on the work being performed by that Party as of the effective date of withdrawal. PG/14 will also give reports to the withdrawing Party on all work performed as of the date determined in para 3(c) of this section.

2. Multilateral Termination

If all the Participating Parties decide to terminate on a multilateral basis, the total cost incurred to the agreed effective date of termination will be equally shared.

3. Rights and Licenses in Respect of Technical Information

(a) The rights and licenses in respect of technical information received from a terminating Party by the continuing Parties pursuant to the terms of the MOU will remain effective and may be utilised by the continuing Parties subsequent to the termination in accordance with such terms.

(b) The rights and licenses in respect of technical information received by a terminating Party from other Participating Parties pursuant to the terms of this MOU will remain effective and may be utilised by the terminating Party subsequent to the termination in accordance with such terms.

(c) The Party withdrawing from the programme will cease to have any further rights to technical information generated or acquired after a date determined by unanimous vote of the non-withdrawing Participating Parties.

4. Continuation of Work After Termination

In the event of a unilateral termination, if the remaining Participating Party or Parties wish to continue the work being performed in the country of a terminating Party, then such terminating Party will use its good offices, subject to its own laws, policies and defence requirements, to ensure that such work is satisfactorily performed. That Party or those Parties who continue the work will assume full liability for the cost incurred in continuing such work, including fair and reasonable management costs associated with use of such good offices.

5. Security Measures

The arrangement regarding security measures and protection by the Participating Parties of privately-owned rights of inventions

and technical information will continue irrespective of any withdrawal from or termination of the programme.

SECTION XXI

Language

1. The official language for the MOU is English. A French language translation will be provided.
2. Contracts will be drawn in the language of the country whose law is applicable to them.

SECTION XXII

Effective Date of the Memorandum of Understanding

The MOU will be effective upon signature by at least four Parties. Annex I, Figures 1, 2 and 3 [1] and any subsequent technical Annexes agreed to by PG/14 will form an integral part of this MOU.

THE MINISTER OF DEFENCE OF THE FRENCH REPUBLIC

L'Ingénieur Général de l'Armement Touffait
Directeur Technique des Constructions Navales

TOUFFAIT

Date 24-4-1978

THE MINISTER OF DEFENSE OF THE FEDERAL REPUBLIC OF GERMANY

Im Auftrag

REAR ADMIRAL PONERT

Date 5 APRIL 1978

THE MINISTER OF DEFENCE OF THE KINGDOM OF THE NETHERLANDS

WILLEM SCHOLTEN

Date 25-4-78

FOR THE SECRETARY OF STATE FOR DEFENCE OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

E CARLING

Date 25-4-78

FOR THE SECRETARY OF DEFENSE OF THE UNITED STATES OF AMERICA

WILLIAM J PERRY

Date 24 AUG 1978

[1] Not printed.

UNITED NATIONS

Statistical Services for Bangladesh

Agreement signed at New York and Washington March 14 and May 2, 1978;
Entered into force May 2, 1978.

UNITED NATIONS DEVELOPMENT PROGRAMME

PROGRAMME DES NATIONS UNIES POUR LE DEVELOPPEMENT

OFFICE FOR PROJECTS EXECUTION

ONE UNITED NATIONS PLAZA
NEW YORK, N.Y. 10017

TELEPHONE: 754-8867

CABLE ADDRESS UNDEVPROG • NEW YORK

REFERENCE. BGD/76/008

10 March 1978

Dear Sirs,

Subject: Addendum to Memorandum of Agreement
BGD/76/008 - Strengthening of Statistical Services
(Phase II)

As an Addendum to the Memorandum of Agreement dated 27 January 1978, Paragraphs 17 (3), 18 and 19 on Pages 5 and 6 of the Memorandum are deleted and thus omitted from the Agreement. The remaining contents of the Memorandum of Agreement remain the same.

Yours sincerely,

John B. Cella
Senior Director
Office for Projects Execution

Accepted by:

U.S. Government Department of Commerce, Bureau of the Census

By: [1]

Title: Director

Date: MAY 2 1978

UNDP Office for Projects Execution

14/3/78

U.S. Department of Commerce
Bureau of the Census
Washington, D.C. 20233

[1] Manuel D. Plotkin.

UNITED NATIONS DEVELOPMENT PROGRAMME

PROGRAMME DES NATIONS UNIES POUR LE DEVELOPPEMENT

OFFICE FOR PROJECTS EXECUTION

ONE UNITED NATIONS PLAZA
NEW YORK, N.Y. 10017

TELEPHONE: 754-6007 CABLE ADDRESS UNDEVPRO • NEW YORK

REFERENCE: BGD/76/008 27 January 1978

Dear Sirs,

Subject: BGD/76/008 - Strengthening of Statistical Services (Phase II)

The Office for Projects Execution (UNDP), wishing to retain the services ot the U.S. Government Department of Commerce, Bureau of the Census (BuCen) in order to execute the above project, proposes for your acceptance the following Memorandum of Agreement:

1. The Bureau of the Census will provide 112 man-months of advisory and consultant services, in the total amount of $907,850.00 (Appendix I), and for 108 man-months of placement and monitoring for a fellowships training programme at the Bureau's International Statistical Programmes Center, in the total amount of $ 61,470.00 (Appendix II), with the objective of increasing the efficiency of the Bangladesh Bureau of Statistics (Government) through the integration of its administrative and organizational structure and upgrading of counterpart staff. Administration charges and fees for these services are $289,080 (Appendix III). The total amount of the contract is $1,258,400.00.

2. The Agreement will be carried out according to the aims and objectives of the Project Document and specifically as described under Subcontract, Section B of this Document.

3. In addition, certain other sections of the Project Document are to be followed:

a) A detailed Work Plan for the implementation of the project will be prepared by the Co-ordinator of the international staff assigned to the project, in consultation with the Director-General of the Bureau of Statistics. This will be done at the start of the project and brought forward periodically.

b) The activities necessary to produce the indicated outputs and achieve the project's immediate objective will be carried out jointly by the national and international staff assigned to it. The respective roles of the national and international staff will be determined by

U.S. Department of Commerce
Bureau of the Census
Washington, D.C. 20233

their leaders, by mutual discussion and agreement, at the beginning of the project, and set out in a framework for effective participation by national and international staff in the project. The framework, which will be attached to the Project Document as an Annex, will be reviewed from time to time.

c) The success of this project will depend on the international advisers being able to act in an advisory capacity to appropriate staff of the various sections to which they will be assigned. It will be the obligation of the Bureau of Statistics to assure that each adviser he assigned a counterpart officer with whom he is to work on a full time basis. These Government officers shall be at the level of Director/Section Chief of the relevant sections of the Bureau.

4. The advisers will exercise all reasonable care, diligence and skill in the performance of their work in accordance with the request for assistance and the directions of the Office for Projects Execution and in close cooperation with its authorized representative or representatives who will likewise exercise all reasonable diligence for this purpose.

5. Privileges and Immunities

The U.N. will obtain for BuCen exemption from or reimbursement for the cost of any taxes, duties, fees or levies which may be imposed in the country on salaries or wages earned by BuCen's foreign personnel in the execution of the Project and on any equipment, materials, and supplies which BuCen may bring into the country in connexion with this Project or which after having been brought into the country may be subsequently withdrawn therefrom. It is agreed that the U.N. shall not be liable beyond the amount of said taxes, duties, fees and levies for any failure or delay in obtaining exemption or reimbursement for BuCen or its foreign personnel.

The U.N.D.P. agrees to use its best efforts to obtain for BuCen and its personnel (except Government nationals employed locally), to the extent granted by the Government to U.N. staff members, such facilities and immunities as the Government has agreed to grant in performing services for the United Nations Development Programme within the country.

6. Waiver of Privileges and Immunities

Any provision, whether in an Agreement, Project Document, or any other instrument, to which the recipient Government is a party, by which the recipient Government confers benefits upon BuCen and its personnel in the form of facilities, privileges, immunities, or exemptions by reason of its performance of services for the U.N. on this Project, may be waived by the U.N. where, in its opinion, the immunity would impede the course of justice and can be waived without prejudice to the successful completion of the Project or to the interests of the U.N.D.P. or the U.N.

7. Availabiltity of Documents

All maps, drawings, photographs, invoices, plans, reports, recommendations, estimates, documents and all other data compiled or received by BuCen which the assisted government expressly designates as being available for public dissemination shall be copied and delivered to the U.N.D.P.'s authorized officials on completion of work under this Agreement.

8. BuCen's Responsibility for Employees

BuCen shall be responsible for the professional and technical competence of its employees and will select work under this Agreement, reliable individuals who will perform effectively in the implementation of the Agreement.

9. Assignment of Personnel

BuCen shall identify to U.N.D.P. any personnel proposed as replacements for or as additions to the professional staff positions specified in the Schedule and shall consult with U.N.D.P.'s Office for Projects Execution prior to making any replacements or additions.

10. Removal of Personnel

Upon written request by U.N.D.P., BuCen shall withdraw from the field any personnel under this Agreement and shall replace such personnel by others in accordance with the procedures set forth in paragraph 9. above. All costs and additional expenses resulting from the replacement in this matter of any of BuCen's personnel shall be at U.N.D.P.'s expense. Such withdrawal shall not be considered as termination in part or in whole of this Agreement.

11. Assignment

BuCen shall not assign, transfer, pledge or make other disposition of this Agreement or any part thereof or of any of BuCen's rights, claims or obligations under this Agreement except with the prior written consent of the U.N.D.P.

12. U.N. Privileges and Immunities

Nothing in or relating to this Agreement shall be deemed a waiver of any of the privileges and immunities of the U.N.D.P.

13. Officials not to Benefit

BuCen warrants that no official of the United Nations or the Government has been or shall be admitted by BuCen to any direct or indirect benefit arising from this Agreement or the award thereof.

14. Language, Weights and Measures

Except as may be otherwise specified in the Agreement, the English language shall be used by BuCen in all written communications to the U.N.D.P. with respect to the services to be rendered and with respect to all documents procured or prepared by BuCen pertaining to the work. The project surveys shall be based on the metric system of weights and measures, and estimates of quantities involved shall be made and recorded in metric units except as otherwise specified in the Agreement.

15. Force Majeure

Force majeure as used herein shall mean acts of God, laws or regulations, industrial disturbances, acts of the public enemy, civil disturbances, explosions and any other similar cause of equivalent force not caused by nor within the control of either party and which neither party is able to overcome. As soon as possible after the occurrence of any cause constituting force majeure BuCen shall give notice and full particulars in writing to the U.N.D.P. of such force majeure if BuCen is hereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Agreement. In this event the following provisions shall apply:

a) The obligations and responsibilities of BuCen under this Agreement shall be suspended to the extent of its inability to perform them and for as long as such inability continues. During such suspension and in respect of work suspended, BuCen shall be entitled to reimbursement by the U.N.D.P. against appropriate vouchers of its costs including, but not limited to, BuCen's expenses for personnel rendered idle by such suspension.

b) BuCen shall within fifteen (15) days of the occurrence of the force majeure submit a statement to the U.N.D.P. of estimated expenditures for the duration of the period of suspension.

c) The term of this Agreement shall be extended for a period equal to the period of suspension taking, however, into account any special conditions which may cause the time for completion of the work to be different from the period of suspension. BuCen shall exert its best efforts for a reasonable time to be ready to resume work after a suspension.

d) If BuCen is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Agreement, the U.N.D.P. shall have the right to terminate this Agreement on the same terms and conditions as are provided for in Paragraph 16 concerning

"Termination", except that the period of notice may be seven (7) days instead of thirty (30) days.

e) For the purpose of the proceeding sub-section, the U.N.D.P. will consider BuCen permanently unable to perform in case of any period of suspension in excess of thirty (30) days. Any such period of thirty (30) days or less shall be deemed temporary inability to perform.

16. Termination

U.N.D.P. may terminate this Agreement in whole or in part at any time upon thirty (30) days notice of termination to BuCen. In the event of such termination, unless caused by BuCen's material and substantial breach of Agreement, U.N.D.P. shall be liable to BuCen for payment of costs incurred to the date of termination and for commitments which BuCen is unable to cancel including, but not limited to, the costs of repatriation of BuCen's personnel, for necessary terminal expenses of BuCen and for the costs of such urgent work as is essential and as BuCen is asked by U.N.D.P. to complete. BuCen shall keep expenses to a minimum and shall not undertake any forward commitment from the date of receipt of any notice of termination. In respect of any obligation outstanding at the time of the termination of the Agreement, the applicable provisions of this Agreement shall continue to apply until the said obligation is fulfilled.

17. Workmen's Compensation and other Insurance

1) BuCen shall provide and thereafter maintain appropriate workmen's compensation and liability insurance, with respect to and prior to the departure for overseas employment under this Agreement of all employees who are hired outside the country of the Government and who are not citizens of the said country.

2) BuCen shall provide and thereafter maintain insurance in an appropriate amount against public liability for death, bodily injury or damage to property arising from the operation in the country in which the work is to be performed of motor vehicles, boats or airplanes owned or leased by BuCen. BuCen warrants that similar insurance shall be provided and maintained in respect of all vehicles or boats owned or leased by foreign personnel of BuCen and used by them in the country in which the work is to be performed.

3) BuCen shall comply with the labour laws of the Government providing for benefits covering injury or death in the course of employment.

4) BuCen shall arrange that all insurance policies other than that for workmen's compensation, referred to in the preceding paragraphs of this Article, shall include the U.N., and where appropriate, the sub-contractor concerned, together with BuCen as the insured.

18. Indemnification

BuCen shall indemnify, hold and save harmless and defend at its own expense the U.N., its officers, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including costs and expenses arising out of acts of omissions of BuCen or its employees or sub-contractors in the performance of this Agreement. This clause shall extend to claims or liability in the nature of workmen's compensation claims or liability or those arising out of the use of patented inventions or devices.

19. Disputes - Arbitration

Any dispute arising out of the interpretation or application of the terms of this Agreement shall, unless it is settled by direct negotiations, be referred to arbitration in accordance with the rules then obtaining of the International Chamber of Commerce. The U.N. and BuCen agree to be bound by any arbitration award rendered in accordance with this section as the final adjudication of any dispute.

20. Conflict of Interest

No employee of BuCen assigned to perform work under this Agreement shall engage, directly or indirectly, either in his own name or through the agency of another person, in any business, profession, or occupation in the country of the Government; nor shall he make loans or investments to or in any business, profession, or occupation in said country.

21. Source of Instruction

BuCen shall neither seek nor accept instructions from any authority external to the U.N. in connexion with the performance of services under this Agreement. BuCen shall refrain from any action which may adversely affect the U.N. and shall fulfill its commitments with fullest regard for the interests of the U.N.

22. Title of Equipment

Title of any equipment and supplies which may be furnished by the U.N.D.P. shall rest with the U.N.D.P. and any such equipment shall be returned to the U.N.D.P. at the conclusion of this Agreement or when no longer needed by BuCen. Such equipment, when returned to the U.N.D.P. shall be in the same

condition as when delivered to BuCen, subject to normal wear and tear.

23. Rights to Material Produced under Agreement

Title, copyrights, and patent rights to any and all materials produced under this Agreement shall be vested in U.N.D.P. provided, however, that nothing contained in this Agreement shall prohibit BuCen from using, publishing, or reproducing such copyrightable materials on a non-exclusive basis. It is recognized that employees of BuCen will occupy positions of trust to the Government and will prepare and have access to material which will have a privileged status in the eyes of the Government. U.N.D.P. and BuCen recognize that the handling of any such privileged materials will be governed by mutual understanding reached by BuCen's employees and the Government.

24. Use of Name, Emblem of Official Seal of the United Nations

Unless authorized in writing by the U.N.D.P. BuCen shall not advertise or otherwise make public the fact that he is performing, or has performed, services for the U.N., or use the name, emblem or official seal of the United Nations or any abbreviation of the name of the United Nations for advertising purposes or for any other purposes.

25. Publication

Notwithstanding the provisions of paragraph 24, BuCen is authorized to make public the fact that he is performing, or has performed, services for the U.N.D.P. and is free to acknowledge the support of the U.N.D.P. in publications which may result from this project.

26. Reports

BuCen will submit to the Office for Projects Execution an inception report six months after the commencement of project activity, thereafter, six month reports detailing the substantive progress of the project and a final report, to be submitted three months before the expiry of the Agreement.

a) Six-Month Progress Report

The six-month Progress Report is an in-depth account of progress to date. This report is the basis for the so-called tripartite monitoring reviews and evaluation, which takes place once or twice a year in which the project is evaluated by the three parties, the Government in the recipient country, the U.N.D.P. Resident Representative and the U.N.D.P. Office for Projects Execution. The review constitutes an institutional framework for a joint endeavour to verify the status and efficiency and effectiveness, or problems impeding them, and to agree on consequential action that can be taken. BuCen may be invited to participate in the tripartite reviews, which are normally held at the location of the project.

b) Final Report

BuCen is required to submit in draft Final Report three months before the expiry of the Agreement. U.N.D.P. comments to this draft will be forwarded within 30 days of receipt of this draft and BuCen will be required to take these comments into account before submitting the Final Report at the latest thirty (30) days after the expiry date of the Agreement.

The purpose of the Final Report is to record in a concise and definite manner:

a) The principal findings and results achieved by the project, and

b) Recommendations arising from the findings and results.

The content of the report is to be analytical and not historical. The project's work is to be assessed rather than described in detail, and the recommendations are to be presented in terms of their application to the country's requirements for this project. Background material (historical, introductory) should be kept to a minimum.

27. Prior to implementation of the effort required by this Agreement, BuCen will prepare a work plan and barchart which will specify the phases, tasks and time schedules of the work to be performed, and the names of advisers and consultants to be assigned to each phase and task. In addition, the content and scheduling of fellowships in the project will be determined jointly between BuCen and UNDP/OPE. The work plan and barchart will be approved by OPE, as well as any future modifications, with the exception that the selection of advisers and consultantts will be made by BuCen with the agreement of OPE and the Government.

28. Upon signature of the Agreement a payment for mobilization expenses of $325,000 will be made to BuCen; thereafter BuCen will bill the U.N.D.P. at the end of each month for actual costs incurred in that month until the total payment of $1,258,400 is made. Payments wil be adjusted to the total actual costs at the conclusion of the project and any remaining funds will be refunded to the U.N.D.P.

29. If it appears that the amount of $1,258,400 is inadequate to complete the work as outlined in the work plan, the U.N.D.P. will be advised within sufficient time in order that a mutual agreement can be reached between the U.N.D.P. and BuCen on adjustments in the work plan.

30. BuCen shall not do any work, provide material or perform any services in the advisory component of the project which may result in any charges to the U.N.D.P. over and above the said $1,258,400 without prior written

authorization of the Senior Director, Office for Projects Execution.

31. The terms of this Agreement will take effect on the date of acceptance and will be valid until completion of work by BuCen in accordance with the responsibilities stipulated in this Agreement.

If the above terms meet with your approval, please signify your acceptance by returning one copy duly signed.

Yours sincerely,

John B. Cella
Senior Director
Office for Projects Execution

Accepted by:

U.S. Government Department of Commerce
Bureau of the Census

By: _____

Title: Director

Date: MAY 2 1978

UNDP Office for Project Execution

John B. Cella

Senior Director

APPENDIX I

ADVISORY AND CONSULTANT SERVICES

Advisers:	1978		1979		1980		Total	
	m/m	Amount	m/m	Amount	m/m	Amount	m/m	Amount
Data Processing Adviser	12	44,058	12	45,282	9	33,191	33	122,531
Sample Survey Advisor	12	47,730	12	48,446	9	35,979	33	132,155
General Statistics Adv.	12	47,730	12	48,446	-	-	24	96,176
	36	139,518	36	142,174	18	69,170	90	350,862
Consultants:								
National Accounts	4	14,280	-	-	-	-	4	14,280
Cartographer	6	21,113	-	-	-	-	6	21,113
Foreign Trade	2	7,036	-	-	-	-	2	7,036
Industrial Statistics	2	7,036	-	-	-	-	2	7,036
Other	3	10,452	5	19,186	-	-	8	29,638
	17	59,917	5	19,186	-	-	22	79,103
Sub-Total	53	199,435	41	161,360	18	69,170	112	429,965

Other Expenses:	
Overseas Allowance and Benefits	194,275
Travel	104,760
Transportation Personal Effects	49,000
Housing Allowance	60,500
Education Allowance	67,650
Supplies	1,700
Sub-Total	477,885
TOTAL	$907,850

APPENDIX II

FELLOWS TRAINING PROGRAMME

The following fellowships will be implemented by the U.S. Bureau of the Census at the International Statistical Programmes Centre:

		1978		1979		TOTAL	
		m/m	Amount	m/m	Amount	m/m	Amount
1	Sample Survey	12	6,830	-	-	12	6,830
2		4	2,330	8	4,500	12	6,830
3		12	6,830	-	-	12	6,830
4		4	2,330	8	4,500	12	6,830
5		12	6,830	-	-	12	6,830
6		4	2,330	8	4,500	12	6,830
7		4	2,330	8	4,500	12	6,830
8		12	6,830	-	-	12	6,830
9		4	2,330	8	4,500	12	6,830
	TOTAL	68	38,970	40	22,500	108	61,470

APPENDIX III

Administration of Programme Charges and Fees:

Division General Expense	189,385
Bureau of the Census	87,643
U.S. Commerce Overhead	5,477
U.S. Government Overhead	6,575
TOTAL	$289,080

SAUDI ARABIA

Technical Cooperation in Audit Administration and Training

Agreement signed at Riyadh May 16, 1978;
Entered into force May 25, 1978.

PROJECT AGREEMENT

between the

Government of the Kingdom of Saudi Arabia

and the

Government of the United States of America

for

Technical Cooperation in

Audit Administration and Training

Article I. Scope

This Project Agreement to be implemented by the Department of the Treasury (Treasury) of the United States of America and the Ministry of Finance and National Economy (MFNE) and the General Control Board (Board) of the Kingdom of Saudi Arabia sets forth arrangements to provide assistance to the Board in management, training and manpower development.

Article II. Authorization

The project will be carried out under the auspices of the United States-Saudi Arabian Joint Commission on Economic Cooperation and in accordance with the provisions of the Technical Cooperation Agreement between the Governments of the United States and Saudi Arabia, signed on February 13, 1975,[1] which is hereby incorporated by reference and becomes a part of this Agreement.

[1] TIAS 8072; 26 UST 880.

Article III. Services

A. The services to be performed under this Agreement are as follows:

(1) Provide a four man team composed of the team leader, an auditor, and two management consultants/analysts for two years to advise and assist the Board in upgrading the organization and performance of its staff in monitoring the development activities of the Saudi Arabian Government. Particular emphasis will be placed on:

a. Audit Management and Administration

b. Policy making, Organization and Staffing

c. Planning

d. Personnel and Training

e. Data Management

Additional consultants in these or related fields may be used as appropriate. A detailed description of the work to be performed in these areas is contained in Annex 1, the January 1978 Assessment Study of the Board which is attached hereto and becomes part of the Agreement.[1]

(2) Prepare and provide for training programs for selected Board personnel.

(3) Arrange and coordinate longer term graduate degree study in the U.S. for Board personnel.

(4) Arrange consultations for Board personnel in the U.S.

A detailed description of each advisor's work program is contained in Annex 2, "Working Experts Required by the Board".

B. The selection of individuals under this Agreement will be based solely on consideration of professional capability, experience and other merit factors.

[1] Not printed.

Article IV. Local Support

A. The Board, either directly or through the MFNE or other agencies will support this project by:

(1) Designating counterpart personnel from the Board to work with the Team on a day-to-day basis.

(2) Assuring the Team access to MFNE computer facilities and all relevant statistical data and information available to the Board and the MFNE.

(3) Providing the Team with adequate offices, furnishings, and facilities in Riyadh and in other parts of the Kingdom as necessary to perform their duties.

(4) Providing a translator in addition to secretarial and on-the-job logistical support, where possible.

(5) Designating Board personnel to receive training, and working with the Team to evaluate and revise Training programs.

(6) Providing other job-related support services as needed to enable the Team to perform its duties effectively.

B. Treasury may use funds advanced for this project by the Government of Saudi Arabia in the Dollar Trust Account to provide such supplies and services mentioned in this article to the extent they are not provided by the Government of Saudi Arabia.

Article V. Coordination

A. Treasury shall designate an appropriate official to be responsible for coordination between Treasury and the Board under

this Agreement. The Board shall designate an appropriate official to be responsible for coordination between the Board and Treasury under this Agreement.

B. Overall coordination of this technical cooperation project with other Joint Economic Commission activities within the United States Government, and provision of certain administrative facilities and support for this project, will be the responsibility of Treasury. The Office of the Joint Economic Commission in Riyadh will serve as the point of contact for communications between the Board, MFNE and Treasury concerning this project, and will be primarily responsible for monitoring the implementation of this Agreement in Saudi Arabia.

Article VI. Force Majeure

If any party to this Project Agreement is rendered unable because of Force Majeure to perform its responsibilities under this Agreement, these responsibilities shall be suspended during the period of continuance of such inability. The term "Force Majeure" means acts of God, acts of the public enemy, war, civil disturbances, and other similar events not caused by nor within the control of the parties. During the period of suspension of performance caused by Force Majeure, Treasury may continue to pay normal costs of maintaining project personnel in Saudi Arabia from funds advanced to the United States by the Government of Saudi Arabia. In the event of suspension of a party's duties because of Force Majeure, the parties shall consult and endeavor jointly to resolve any attendant difficulties.

Article VII. Estimated Budget

Formal budgets will be submitted by Treasury to MFNE each year. The total cost for the first two years of this project is estimated to be $2,171,000. This estimate covers the following expenses:

	Year 1	Year 2	Total
Personnel compensation and benefits	231,000	247,000	478,000
Travel and Transportation	64,000	67,000	131,000
Housing and Related Expenses	197,000	204,000	401,000
Other	200,000	207,000	407,000
TDY Specialists (6 @ 2 mos. each)	84,000	------	84,000
Training *	300,000	300,000	600,000
Local Staff	35,000	35,000	70,000
TOTAL DLRS.	1,111,000	1,060,000	2,171,000

*Training figure covers the estimated cost for short term and long term training as may be appropriate. [Footnote in the original.]

Article VIII. Dollar Trust Fund

The Government of Saudi Arabia agrees to deposit in the Dollar Trust Account in the United States Treasury established by the Technical Cooperation Agreement the sum of $1,111,000 to cover the estimated costs for the first year's activities referenced in Article VII above.

Article IX. Effective Date

A. This Agreement shall enter into force upon the deposit by the Government of Saudi Arabia of the sum described in Article VII above,[1] and shall remain in effect until terminated by the parties hereto in

[1] May 25, 1978.

accordance with paragraph (C) below or the termination of the Technical Cooperation Agreement of February 13, 1975, whichever shall occur first.

B. This Agreement may be amended, supplemented or extended by the mutual written consent of all parties.

C. This Agreement may be terminated at any time at the discretion of either Government, upon sixty (60) days written notice.

D. All questions related to this Agreement arising during its term shall be settled by the parties hereto by mutual agreement.

UNITED STATES OF AMERICA

Department of the Treasury

[1]

Date: MAY 16 1978

KINGDOM OF SAUDI ARABIA

Ministry of Finance and National Economy

[2]

Date: May 16, 1978

GENERAL CONTROL BOARD

[3]

Date: May 16, 1978

[1] John Hummon.
[2] Mansoor Al-Turki
[3] Faqih.

E. developing procedures for contract performance and full scope audit; and

F. in the development of procedures and methods for audit training and education.

3. Management Consultants/Analysts (2)

Management advisors are required to:

A. assist in establishing an Office of Policy and Planning;

B. develop planning procedures;

C. develop an internal management system;

D. develop a budget oriented management by objective system;

E. develop new internal Board policies and procedures;

F. assist in reorganizing the Board around functional audits;

G. assist in the development of education and training matrices for Saudi personnel;

H. assist in the development of requirements for data management and equipment that might be used; and

I. assist in the establishing and assist in the work of a technically oriented Board staff to analyze requirements of the Board and computer applications for government accounting systems.

ANNEX 2

WORKING EXPERTS REQUIRED BY THE BOARD

****

1. Principal Audit Advisor

A senior advisor to the President of the Board in all audit affairs. This advisor, experienced in U.S. General Accounting Office and U.S. Federal Government agency audit procedures, administration and organization, will be needed to:

A. assist in overall planning and programming of Board activities, including training;

B. coordinate the activities of experts and consultants;

C. provide general supervision of expert staff and evaluation of performance; and

D. maintain liaison between senior staff and experts.

2. Auditor

A working audit expert is needed to provide the additional technical skills required to improve the scope and method of Board audits.

The technical audit expert is required to assist:

A. in the development of internal Board audit policies and procedures;

B. the setting of government wide audit standards;

C. the setting of government wide accounting standards;

D. the setting of standards for computer based accounting and auditing;

4. Short Term Advisors

During the life of this project it is expected that the services of experts will be required to assist the Advisory Team in Riyadh on a short term basis in specialized areas. The timing and need for these services will be determined through the implementation of this Agreement.

ISRAEL

Atomic Energy: Technical Information Exchange and Nuclear Safety

Arrangement signed at Bethesda and Tel Aviv May 9 and 19, 1978; Entered into force May 19, 1978.

ARRANGEMENT BETWEEN THE UNITED STATES NUCLEAR REGULATORY COMMISSION (U.S.N.R.C.) AND THE ISRAEL ATOMIC ENERGY COMMISSION (I.A.E.C.) FOR THE EXCHANGE OF TECHNICAL INFORMATION AND COOPERATION IN NUCLEAR SAFETY MATTERS

The United States Nuclear Regulatory Commission (hereinafter called the U.S.N.R.C.) and the Israel Atomic Energy Commission (hereinafter called the I.A.E.C.), considering the desirability of a continuing exchange of information pertaining to regulatory matters, and collaboration in standards of the type required or recommended by these organizations for the regulation of safety and environmental impact of nuclear facilities, conclude the following Arrangement of cooperation.

I. SCOPE OF THE ARRANGEMENT

I.1 Technical Information Exchange

The U.S.N.R.C. and the I.A.E.C. agree to exchange the following types of technical information related to the regulation of safety and environmental impact of designated nuclear energy facilities:

a. Topical reports concerned with technica safety and environmental effects written by or for one of these parties as a basis for, or in support of, regulatory decisions and policies.

b. Significant licensing actions and safety and environmental decisions affecting these facilities.

c. Site licensing principles and problems, with specific emphasis on principles and guidelines for site safety evaluations regarding

(1) the proximity of capable faulting,
(2) the proximity of a potential earthquake focus, and
(3) the site response to a nearby earthquake;

and principles and guidelines for using probabilities in safety evaluations of

(4) seismic and tectonic events,
(5) tsunamis and like phenomena, and
(6) meteorological and hydrological phenomena.

d. Detailed descriptive documents on the U.S.N.R.C. regulatory process of certain U.S. facilities designated by the I.A.E.C. as being similar to certain facilities being built or planned in Israel and reciprocal documents on these Israeli facilities.

e. Information in the field of reactor safety research which the parties have the right to disclose, either in the possession of one of the parties or available to it, including light water reactor safety information from the technical areas described in Addenda "A" and "B", attached hereto and made a part hereof. Each party will transmit to the other urgent information concerning research results that require early attention in the interest of public safety, along with an indication of significant implications.

f. Reports on operating experience, such as reports on incidents, accidents and shutdowns, and compilations of historical reliability data on components and systems.

g. Regulatory procedures for safety, safeguards, and environmental impact evaluation of these nuclear facilities.

h. Each party will make special efforts to give early advice to the other of important events, such as serious operating incidents and government-directed reactor shutdowns, that are of immediate interest to the other.

I.2 Collaboration in Development of Regulatory Standards

The U.S.N.R.C. and the I.A.E.C. further agree to cooperate in the development of regulatory standards for these nuclear facilities.

a. Each party will inform the other of specific subjects on which regulatory standards development work is underway.

b. Copies of regulatory standards required to be used, or proposed for use, by the regulatory organizations of the respective countries will be made available by each party on a timely basis.

I.3 Cooperation in Safety Research and Development

The execution of joint programs and projects of safety research and development, or those programs and projects under which activities are divided between the two parties, including the

use of test facilities and/or computer programs owned by either party, will be agreed upon on a case-by-case basis. Temporary assignments of personnel by one party in the other party's agency will also be considered on a case-by-case basis.

I.4 Training and Assignments

The U.S.N.R.C. will assist the I.A.E.C. in providing certain training and experience for I.A.E.C. safety personnel. Costs of salary, allowances and travel of I.A.E.C. participants will be paid by I.A.E.C. Participation will be permitted within the limitation of available resources. The following are typical of the categories of such training and experience that will be provided:

a. I.A.E.C. inspector accompaniment of U.S.N.R.C. inspectors on reactor and reactor construction inspection visits in the U.S., including extended briefings at U.S.N.R.C. regional inspection offices (anticipated 1-2 persons per year, each visit 1-3 weeks in length).

b. Participation by I.A.E.C. employees in U.S.N.R.C. staff training courses.

c. Assignment of I.A.E.C. employees for 1-2 year periods within the U.S.N.R.C. staff, to work on U.S.N.R.C. staff duties and gain experience (1-2 assignees at a time).

I.5 Additional Safety Advice

To the extent that the documents and other information provided by U.S.N.R.C. as described in SCOPE OF THE ARRANGEMENT, above, are not adequate to meet I.A.E.C. needs for technical advice, the parties will consult on the best means for fulfilling such needs. U.S.N.R.C. will attempt, within the limitations of appropriated resources and legislative authority, to assist I.A.E.C. in meeting the needs. For example, within these limitations, U.S.N.R.C. will attempt to meet requests that come through the IAEA for technical assistance missions to Israel by U.S.N.R.C. safety experts.

II. ADMINISTRATION

II.1 The exchange of information under this Arrangement will be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance on a case-by-case basis. A meeting will be held annually, or at such other times at mutually agreed, to review the exchange activity, to

recommend revisions, and to discuss topics within the scope of the exchange. The time, place, and agenda for such meetings shall be agreed upon in advance. Visits which take place under the Arrangement, including their schedules, shall have the prior approval of the administrators.

II.2 An administrator will be designated by each party to coordinate its participation in the overall exchange. The administrators shall be the recipients of all documents transmitted under the exchange, including copies of all letters unless otherwise agreed. Within the terms of the exchange, the administrators shall be the main contact points for developing the scope of the exchange, including agreement on the designation of the nuclear energy facilities subject to the exchange, and on specific documents and standards to be exchanged. One or more technical coordinators may be appointed as direct contacts for specific disciplinary areas. These detailed arrangements are intended to assure, among other things, that the maximum possible exchange providing access to available information from both sides is achieved and maintained.

II.3 The administrators shall determine the number of copies to be provided of the documents exchanged. Each document will be accompanied by an abstract in English, less than 250 words, describing its scope and content.

II.4 This Arrangement shall have a term of five years; it may be extended further by mutual written agreement, and terminated by either party upon ninety-day notice.

II.5 The application or use of any information exchanged or transferred between the parties under this Arrangement shall be the responsibility of the receiving party, and the transmitting party does not warrant the suitability of such information for any particular use or application.

II.6 Recognizing that some information of the type covered in this Arrangement is not available within the agencies which are parties to this Arrangement, but is available from other agencies of the governments of the parties, each party will assist the other to the maximum extent possible by organizing visits and directing inquiries concerning such information to appropriate agencies of the government concerned. The foregoing shall not constitute a commitment of other agencies to furnish such information or to receive such visitors.

II.7 Nothing contained in this Arrangement shall require either party to take any action which would be inconsistent with its existing laws, regulations, and agreements. Should any conflict arise between the terms of this Arrangement and those

laws, regulations, and agreements, the parties agree to consult before any action is taken.

11.8 Information exchanged under this Arrangement shall be subject to the patent provisions in Addendum C of this document.

III. EXCHANGE AND USE OF INFORMATION

III.1 General

The parties support the widest possible dissemination of information provided or exchanged under this Arrangement, subject both to the need to protect proprietary or other confidential or privileged information as may be exchanged hereunder, and to the provisions of Addendum C.

III.2 Definitions (As used in this Arrangement)

a. The term "information" means nuclear energy-related regulatory, safety, safeguards, scientific or technical data, results, and any other knowledge intended to be provided or exchanged under this Arrangement.

b. The term "proprietary information" means information which contains trade secrets or commercial or financial information which is privileged or confidential.

c. The term "other confidential or privileged information" means information, other than "proprietary information," which is protected from public disclosure under the laws and regulations of the country providing the information and which has been transmitted and received in confidence.

III.3 Marking Procedures for Documentary Proprietary Information

A party receiving documentary proprietary information pursuant to this Arrangement shall respect the privileged nature thereof, provided such proprietary information is clearly marked with the following (or substantially similar) restrictive legend:

> "This document contains proprietary information furnished in confidence under an Arrangement dated _____ between the United States Nuclear Regulatory Commission and the Israel Atomic Energy Commission and shall not be disseminated outside these organizations, their consultants, contractors and licensees, and concerned departments and agencies of the Government of the United States and the Government of Israel without the prior approval of (name of submitting party). This notice shall be marked on any reproduction hereof, in whole or in part. These limitations shall automatically terminate when this information is disclosed by the owner without restriction."

III.4 Dissemination of Documentary Proprietary Information

a. Proprietary information received under this Arrangement may be freely disseminated by the receiving party without prior consent to persons within or employed by the receiving party, and to concerned Government departments and Government agencies in the country of the receiving party.

b. In addition, proprietary information may be disseminated without prior consent

(1) to prime or subcontractors or consultants of the receiving party located within the geographical limits of that party's nation, for use only within the scope of their contracts with the receiving party in work relating to the subject matter of the proprietary information;

(2) to organizations permitted or licensed by the receiving party to construct or operate nuclear production or utilization facilities, or to use nuclear materials and radiation sources, provided that such proprietary information is used only within the terms of the permit or license; and

(3) to the contractors of such licensed organizations for use only in work within the scope of the permit or license.

Provided that any dissemination of proprietary information under (1), (2), and (3) above, shall be on an as-needed, case-by-case basis and pursuant to an agreement of confidentiality.

c. With the prior written consent of the party providing proprietary information under this Arrangement, the receiving party may disseminate such proprietary information more widely than otherwise permitted in the foregoing subsections a and b. The parties shall cooperate in developing procedures for requesting and obtaining approval for such wider dissemination, and each party will grant such approval to the extent permitted by its existing national policies, regulations, laws, and agreements.

III.5 Marking Procedures for Other Confidential or Privileged Information of a Documentary Nature

A party receiving under this Arrangement other confidential or privileged information shall respect its confidential nature, provided such information is clearly marked so as to indicate its confidential or privileged nature and is accompanied by a statement indicating

a. that the information is protected from public disclosure by the Government of the transmitting party; and

b. that the information is submitted under the condition that it be maintained in confidence.

III.6 Dissemination of Other Confidential or Privileged Information of a Documentary Nature

Other confidential or privileged information may be disseminated in the same manner as that set forth in paragraph III.4, Dissemination of Documentary Proprietary Information.

III.7 Non-Documentary Proprietary or Other Confidential or Privileged Information

Non-documentary proprietary or other confidential or privileged information obtained under this Arrangement shall be treated by the parties according to the principles specified in this Arrangement for documentary information; provided, however, that the party communicating such proprietary or other confidential or privileged information provides the same information as in paragraph III.5, above.

III.8 Conclusion

If, for any reason, one of the parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the nondissemination provisions of this Arrangement, it shall immediately inform the other party. The parties shall thereafter consult to define an appropriate course of action.

III.9 Other

Nothing contained in this Arrangement shall preclude a party from using or disseminating information received without restriction by a party from sources outside of this Arrangement.

Signed in Bethesda, Maryland on the 9th day of May 1978.

Signed: [1]

On behalf of
the United States Nuclear
Regulatory Commission

Signed in Tel Aviv, Israel on the 19th day of May 1978.

Signed: J. Alter. [2]

On behalf of
the Israel Atomic Energy
Commission

[1] Lee V. Gossick.
[2] J. Alter.

Addendum "A"

U.S.N.R.C. - I.A.E.C. Reactor Safety Research

Exchange Areas in Which the U.S.N.R.C. Is Performing LWR Safety Research

1. Primary Coolant System Rupture Studies
2. Heavy Section Steel Technology Program
3. LOFT Program
4. Power Burst Facility - Subassembly Testing Program
5. Separate Effects Testing - Loss of Coolant Accident Studies
6. Loss of Coolant Accident Analyses - Analytical Model Development
7. Design Criteria for Piping, Pumps, and Valves
8. Alternate ECCS Studies
9. Core Meltdown Studies
10. Fission Product Release and Transport Studies
11. Probabilistic Studies
12. Zirconium Damage
13. All computer codes applicable to the above at whatever stage of development they may be*
14. Data from all experiments applicable to the above*

*Data and computer codes will be "as is" at the time of request. U.S.N.R.C. or contractor manpower will generally not be available for interpretation of uncompleted work. [Footnote in the original.]

Addendum "B"

I.A.E.C. - U.S.N.R.C. Safety Research Areas
in Which the I.A.E.C. Is Performing Research

1. Interpretation of Historic and Instrumental Earthquake Data for Seismic Risk Evaluations in the Vicinity of Israel.

2. Seismic Patterns in the South-Eastern Mediterranean.

3. Theoretical Near-Field Ground Motions and Deformations.

Addendum "C"

Patent Addendum for U.S.N.R.C. - I.A.E.C. Arrangement

1. Definitions

When used in this Addendum, unless the context otherwise indicates

i. The term "personnel" means: (a) the employees of the party to this Arrangement and (b) the employees of a contractor of a party to this Arrangement.

ii. The term "inventing party" means the party of this Arrangement whose personnel have made or conceived an invention or discovery during the course of or under the activities covered by the terms of this Arrangement.

2. Reporting and Allocation of Rights

i. Except as otherwise provided in paragraph ii hereinafter, if an invention or discovery is made or conceived by the personnel of the inventing party during the course of or under the activities covered by the terms of this Arrangement, or if such invention was made or conceived as a direct result of

information acquired by such personnel from the other party, then the inventing party:

(a) agrees to promptly disclose such invention or discovery to the other party;

(b) agrees to transfer and assign to the other party, all right, title, and interest in and to such invention or discovery in the country of the other party subject to the reservation of a nonexclusive, irrevocable, royalty-free license to make, use and sell such invention or discovery in such other country; and

(c) may retain the entire right, title, and interest in and to such invention or discovery in the country of the inventing party and in third countries but shall grant to to the other party, upon request of the other party, a nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in such country of the inventing party and in such third countries.

ii. In the event an invention or discovery is made or conceived by the personnel of the inventing party during the course of or under the activities covered by the terms of this Arrangement

and such invention was made or conceived while such personnel were assigned to the other party, the inventing party:

(a) agrees to promptly disclose such invention or discovery to the other party;

(b) may retain the entire right, title, and interest in and to such invention or discovery in the country of the inventing party;

(c) shall grant to the other party, upon request of the other party, nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in the country of the inventing party; and

(d) agrees to transfer and assign to the other party all right, title, and interest in and to such invention or discovery in the country of the other party and in third countries subject to the reservation of a nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in such other country and in such third countries.

iii. As employed in this Arrangement, a license o a party to make, use, and sell an invention or discovery shall include the right to have others make, use, and sell such invention or discovery on behalf of such licensed party.

3. Claims for Compensation

Each party agrees to waive, and does hereby waive, any and all claims against the other party for compensation, royalty or award as regards any invention, discovery, patent application or patent made or conceived in the course of or under this Arrangement, and agrees to release, and does hereby release, the other party with respect to any and all such claims, including any claims under the provisions of the United States Atomic Energy Act of 1954, as amended.[1]

[1] 68 Stat. 919; 42 U.S.C. § 2011 *et seq.*

MEXICO

Narcotic Drugs: Illicit Crop Detection System

Agreement effected by exchange of letters
Signed at México May 22, 1978;
Entered into force May 22, 1978.
And amending agreements
Effected by exchange of letters
Signed at México September 26, 1978;
Entered into force September 26, 1978.
And exchange of letters
Signed at México January 12, 1979;
Entered into force January 12, 1979.

The American Ambassador to the Mexican Attorney General

EMBASSY OF THE
UNITED STATES OF AMERICA

Mexico, D. F.

May 22, 1978

His Excellency
Licenciado Oscar Flores
Attorney General of the Republic
Mexico 1, D. F.

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States of America, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, to reduce such traffic.

The Government of the United States agrees to provide, subject to the availability of adequate funds, equipment, services, training and/or funding on an advance or reimbursable basis, all as mutually agreed upon, for the development and delivery to the Government of Mexico of an advanced illicit crop detection system which shall consist of:

(1) An electro-optical multispectral scanner system designed to locate illicit crops from an altitude of approximately 40,000 feet;

(2) An aircraft capable of carrying the scanner to its design altitude and meeting other mission requirements;

(3) All data processing equipment and software needed to process the data recorded by the scanner system.

The United States Government further agrees to loan to the Government of Mexico, for two periods of approximately five months each between the date of this agreement and the delivery of an operational advanced illicit crop detection system, an electro-optical scanner system owned

by the United States Government and capable of locating illicit crops from an altitude of approximately 25,000 feet. The United States Government also agrees, subject to the availability of adequate funds, to modify an aircraft previously provided to the Government of Mexico to carry this scanner system, and to provide such data processing equipment, software and technical services as shall be needed to process the data recorded by this scanner system. The data processing system provided in accordance with this paragraph shall become the property of the Government of Mexico.

The total cost to the United States Government for purposes outlined in this Agreement is Three Million Two Hundred Thousand Dollars (U.S. $3,200,000) of which Three Million Dollars (U.S. $3,000,000) has already been obligated for the services to be performed by the National Aeronautics and Space Administration (NASA) of the United States.

The Government of Mexico, in order to further the purposes of this Agreement, agrees:

(1) To provide sufficient qualified personnel to operate and maintain the equipment to be provided;

(2) To provide suitable space and necessary services for both data processing systems to be provided;

(3) To facilitate the modification of an aircraft previously provided and to utilize the aircraft for remote sensing purposes during the periods that an electro-optical scanner system is available on loan;

(4) To permit an adequate number of United States Government technicians, as mutually agreed upon, access to the equipment provided under this Agreement and permit them to work with the employees of the Mexican Government assigned to this project to facilitate joint development, testing and evaluation of the results; and

(5) To provide to the United States Government copies of data tapes generated by the advanced illicit crop detection system after it becomes operational in order to facilitate further research and development of this technology.

It is understood that the provisions of all previous Agreements between the Government of the United States and the Government of Mexico in relation to the narcotics control effort of the Government of Mexico remain in full force and effect, and applicable to this Agreement unless otherwise expressly modified herein.

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

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

Patrick J. Lucey
Ambassador

The Mexican Attorney General to the American Ambassador

FORMA CG.1.A

PROCURADURIA GENERAL
DE LA
REPUBLICA

México, D.F. a 22 de Mayo de 1978.

Excelentísimo Señor
Patrick J. Lucey.
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América.
C i u d a d .-

Estimado Señor Embajador:

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

"Confirmando recientes conversaciones entre funcionarios de nuestros dos Gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico y la producción ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos de América, representado por la Embajada de los Estados Unidos, está dispuesto a concertar con el Gobierno de México, representado por la Procuraduría General de la República, arreglos cooperativos adicionales para reducir dicho tráfico.

El Gobierno de los Estados Unidos conviene en proporcionar, sujeto a la disponibilidad de fondos adecuados, equipo, servicios, entrenamiento y/o financiamiento en forma por adelantado o reembolsable, todo según mutuamente acordado, para el desarrollo y entrega al Gobierno de México de un sistema avanzado de detección de cultivos ilícitos, que incluirá lo siguiente:

(1) Un sistema rastreador electro-óptico multies-

pectral, diseñado para localizar cultivos ilícitos desde una altura aproximada de 40,000 pies,

(2) Un avión con suficiente capacidad para llevar el sistema rastreador a su altura de diseño y cumplir con otras necesidades de la misión; y

(3) Todo el equipo de procesamiento de datos y la programación necesaria para procesar los datos registrados por el sistema rastreador.

El Gobierno de los Estados Unidos conviene además en prestar al Gobierno de México, por dos períodos de aproximadamente cinco meses cada uno, entre la fecha del presente Acuerdo y la entrega de un sistema operacional avanzado para detección de cultivos ilícitos, un sistema rastreador electro-óptico propiedad del Gobierno de los Estados Unidos con capacidad suficiente para localizar cultivos ilícitos desde una altura aproximada de 25,000 pies. El Gobierno de los Estados Unidos conviene tambien sujeto a la disponibilidad de fondos adecuados, en modificar un avión previamente proporcionado al Gobierno de México, para el transporte de este sistema rastreador y proporcionar el equipo de procesamiento de datos, la programación y los servicios técnicos que sean necesarios para procesar los datos registrados por este sistema rastreador. El sistema de procesamiento de datos proporcionado de acuerdo con este párrafo pasará a ser propiedad del Gobierno de México.

El costo total para el Gobierno de los Estados Unidos para los propósitos descritos en este Acuerdo es Tres Millo-

nes Doscientos Mil Dólares (U.S. $3,200,000), del cual Tres Millones Dólares (U.S. $3,000,000) ya han sido comprometidos para los servicios que serán efectuados por la Administración Nacional Aeronáutica y Espacial (NASA) de los Estados Unidos.

El Gobierno de México, con el fin de cumplir con los propósitos del presente Acuerdo, conviene:

(1) En proporcionar personal calificado suficiente para operar y asegurar el mantenimiento del equipo que se proporcionará;

(2) Proveer espacio apropiado y servicios necesarios para los dos sistemas de procesamiento de datos que serán proporcionados.

(3) En facilitar la modificación de un avión previamente proporcionado y utilizar dicho avión para fines del sensor remoto durante los períodos en que el sistema rastreador electro-óptico se encuentre en disponibilidad.

(4) En permitir que un número adecuado de técnicos del Gobierno de los Estados Unidos, según mutuamente acordado tengan acceso al equipo proporcionado según los términos del presente Acuerdo, y permitirles trabajar con los empleados del Gobierno de México asignados a este proyecto para facilitar el desarrollo en conjunto, la prueba y evaluación de los resultados; y

(5) En proporcionar al Gobierno de los Estados Unidos copias de las cintas de datos generadas por el sistema avanzado de detección de los cultivos ilícitos, después de que este operacional, a fin de facilitar mayores investigaciones y desarrollo de esta tecnología.

Se tiene por entendido que las disposiciones de todos los Acuerdos previos entre el Gobierno de México y el Gobierno de los Estados Unidos, en relación con los esfuerzos del Gobierno de México para el control de estupefacientes, permanecen en pleno vigor y efecto, y serán aplicables a este Acuerdo a menos que se modifiquen expresamente en el presente.

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

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

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

TOM

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

SUFRAGIO EFECTIVO. NO REELECCION
EL PROCURADOR GENERAL DE LA REPUBLICA

LIC. OSCAR FLORES.

TRANSLATION

UNITED MEXICAN STATES
Office of the Attorney General
of the Republic

Mexico, D.F., May 22, 1978

His Excellency
Patrick J. Lucey
Ambassador Extraordinary
and Plenipotentiary of the
United States of America
Mexico, D.F.

Dear Mr. Ambassador:

I am happy to reply to your letter of this date, the text of which, translated into Spanish, reads as follows:

[For the English language text, see pp. 1238-1240.]

I wish to inform you that the Government of Mexico accepts the terms of the transcribed letter.

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

Oscar Flores

Oscar Flores
Attorney General

[AMENDING AGREEMENTS]

The American Ambassador to the Mexican Attorney General

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

September 26, 1978

His Excellency
Licenciado Oscar Flores
Attorney General of the Republic
Mexico 1, D.F.

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States is prepared to increase by $2,200,000 the funding provided under the agreement affected by the exchange of letters between the Embassy and your office dated May 22, 1978. This amendment will raise the funding level to $5,400,000 and will facilitate the timely procurement of the high performance jet aircraft to serve as the platform for the advanced electro-optical sensing system.

The Government of the United States therefore agrees to delete from the fourth paragraph the phrase, "Three Million Two Hundred Thousand Dollars (US$3,200,000)", and substitute therefor the phrase, "Five Million Four Hundred Thousand Dollars (US$5,400,000) of which Five Million Two Hundred Thousand Dollars ..."

It is understood that the provisions of all previous Agreements between the Government of the United States and the Government of Mexico in relation to the narcotics control effort of the Government of Mexico remain in full force and effect, and applicable to this Agreement unless otherwise expressly modified herein.

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

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

Patrick J. Lucey
Ambassador

The Mexican Attorney General to the American Ambassador

PROCURADURIA GENERAL
DE LA
REPUBLICA

México, D. F., 26 de septiembre de 1978.

Excelentísimo Señor
Patrick J. Lucey.
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América.
C i u d a d

Estimado Señor Embajador:

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

"Confirmando recientes conversaciones entre funcionarios de nuestros dos Gobiernos, relativos a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos está dispuesto a aumentar en Dos Millones Doscientos Mil Dólares (US$2,200,000) el fondo proporcionado bajo el Acuerdo efectuado por el intercambio de cartas entre la Embajada y su oficina con fecha 22 de mayo de 1978. Esta enmienda incrementará el monto del fondo a Cinco Millones Cuatro Cientos Mil Dólares (US$5,400,000) y facilitará la adquisición oportuna del avión a chorro de alto rendimiento para la plataforma del sistema avanzado del sensor electro-optica.

El Gobierno de los Estados Unidos, por lo tanto, está de acuerdo en suprimir del cuarto párrafo la frase "Tres Millones Dos Cientos Mil Dólares (US$3,200,000)", y substituir por ésta la frase, "Cinco Millones Cuatro Cientos Mil Dólares (US$5,400,000) del cual Cinco Millones Doscientos Mil Dólares (US$5,200,000)..."

Se tiene por entendido que las disposiciones de todos los Acuerdos previos entre el Gobierno de México y el Gobierno de los Estados Unidos, en relación con los esfuerzos del Gobierno de México para el control de estupefacientes, permanecen en pleno vigor y efecto, y serán aplicables a este Acuerdo, a menos que se modifiquen expresamente en el presente.

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

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

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

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

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

LIC. OSCAR FLORES.

OF'vtr.

TRANSLATION

United Mexican States
Office of the Attorney General
of the Republic

Mexico, D.F., September 26, 1978

His Excellency
Patrick J. Lucey
Ambassador Extraordinary and
Plenipotentiary of the United States of America
Mexico, D.F.

Dear Mr. Ambassador:

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

[For the English language text, see p. 1247.]

I wish to inform you that the Government of Mexico accepts the terms of the letter transcribed above.

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

Oscar Flores

Oscar Flores
Attorney General of the
Republic

The American Ambassador to the Mexican Attorney General

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

January 12, 1979

His Excellency
Lic. Oscar Flores
Attorney General of the Republic
San Juan de Letrán No. 9
Mexico 1, D.F.

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States is prepared to increase by U.S. $1,600,000 the funding provided under the agreement effected by our exchange of letters dated May 22, 1978, as previously amended by our exchange of letters dated September 26, 1978.

The Government of the United States therefore agrees to delete the phrase "Five Million Four Hundred Thousand Dollars (U.S. $5,400,000) of which Five Million Two Hundred Thousand Dollars (U.S. $5,200,000)" from the fourth paragraph of our letter dated May 22, 1978, as previously amended, and substitute therefor the phrase "Seven Million Dollars (U.S. $7,000,000) of which Six Million Eight Hundred Thousand Dollars (U.S. $6,800,000)".

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

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

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

Sincerely,

Patrick J. Lucey
Ambassador

The Mexican Attorney General to the American Ambassador

PROCURADURIA GENERAL
DE LA
REPUBLICA

México, D.F., a 12 de enero de 1979.

SR. PATRICK J. LUCEY,
EMBAJADOR DE LOS ESTADOS
UNIDOS DE AMERICA,
P R E S E N T E.

Excelentísimo señor Embajador:

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

"Confirmando recientes conversaciones entre funcionarios de nuestros dos Gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos está dispuesto a aumentar en U.S. $1,600,000 el fondo proporcionado bajo el Acuerdo efectuado por el intercambio de cartas con fecha 22 de mayo de 1978, como previamente enmendada por intercambio de cartas con fecha 26 de septiembre de 1978.

El Gobierno de los Estados Unidos, por lo tanto, está de acuerdo en suprimir la frase "Cinco Millones Cuatrocientos Mil Dólares (U.S. $5,400,000) del cual Cinco Millones Doscientos Mil Dólares (U.S. $5,200,000)" del cuarto párrafo de nuestra carta de fecha 22 de mayo de 1978, como previamente enmendada, y substituir la frase "Siete Millones de Dólares (U.S. $7,000,000) del cual Seis Millones Ochocientos Mil Dólares (U.S. $6,800,000)".

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

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

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

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

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

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

LIC. OSCAR FLORES.

TRANSLATION

UNITED MEXICAN STATES
Office of the Attorney General

Mexico, D.F., January 12, 1979

His Excellency
Patrick J. Lucey
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Mexico, D.F.

Mr. Ambassador:

I am pleased to reply to your communication of today's date which, translated into Spanish, reads as follows:

[For the English language text, see p. 1251.]

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

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

Oscar Flores

Oscar Flores
Attorney General

MEXICO

Narcotic Drugs: Additional Cooperative Arrangements to Curb Illegal Traffic

Agreement effected by exchange of letters
Signed at México May 23, 1978;
Entered into force May 23, 1978.
And amending agreements
Effected by exchange of letters
Signed at México July 11 and 13, 1978;
Entered into force July 13, 1978.
And exchange of letters
Signed at México January 11, 1979;
Entered into force January 11, 1979.

The American Ambassador to the Mexican Attorney General

EMBASSY OF THE
UNITED STATES OF AMERICA

Mexico, D. F.

May 23, 1978

His Excellency
Licenciado Oscar Flores
Attorney General of the Republic
Mexico 1, D. F.

Dear Mr. Attorney General.

In confirmation of recent conversations between officials of our two Governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, to reduce such traffic.

The Government of the United States agrees to provide equipment, technical services, including a telecommunications advisor for one year, and training, as mutually agreed upon by representatives of our two Governments, to further develop the telecommunications capability of the Government of Mexico for support of the narcotics control effort. The cost to the United States Government under this Agreement shall not exceed One Million Five Hundred Thousand Dollars (U.S. $1,500,000).

The Government of Mexico agrees to provide qualified personnel as required to maximize the effectiveness of its communications facilities and the utilization of the equipment furnished by the Government of the United States through this Agreement.

It is understood that the provisions of all previous Agreements between the Government of the United States and the Government of Mexico in relation to the narcotics control effort of the Government of Mexico remain in full force and effect, and applicable to this Agreement unless otherwise expressly modified herein.

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

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

Patrick J. Lucey
Ambassador

The Mexican Attorney General to the American Ambassador

PROCURADURIA GENERAL
DE LA
REPUBLICA

México, D.F. a 23 de Mayo de 1978.

Excelentísimo Señor
Patrick J. Lucey.
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América.
C i u d a d

Estimado Señor Embajador

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

"Confirmando recientes conversaciones entre funcionarios de nuestros dos Gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico y la producción ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos de América representado por la Embajada de los Estados Unidos, está dispuesto a concertar con el Gobierno de México, representado por la Procuraduría General de la República, arreglos cooperativos adicionales para reducir dicho tráfico.

El Gobierno de los Estados Unidos está de acuerdo en proporcionar equipo, servicios técnicos, incluyendo un asesor en telecomunicaciones por un año, y entrenamiento, según mutuamente acordado por los representantes de nuestros dos Gobiernos, para el mejoramiento de la capacidad en telecomunicaciones del Gobierno de México en apoyo a sus esfuerzos en el control de estupefacientes. El costo para el Gobierno de los Estados Unidos

bajo este Acuerdo no excederá Un Millón, Quinientos Mil Dólares (US. $1,500,000).

El Gobierno de México está de acuerdo en proporcionar personal calificado como sea requerido para llevar hasta el máximo la efectividad de sus facilidades de comunicación y la utilización del equipo proporcionado por el Gobierno de los Estados Unidos mediante este Acuerdo.

Se tiene por entendido que las disposiciones de todos los Acuerdos previos entre el Gobierno de México y el Gobierno de los Estados Unidos, en relación con los esfuerzos del Gobierno de México para el control de estupefacientes, permanecen en pleno vigor y efecto, y serán aplicables a este Acuerdo, a menos que se modifiquen expresamente en el presente.

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

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

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

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

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

LIC. OSCAR FLORES.

TRANSLATION

UNITED MEXICAN STATES
Office of the Attorney General
of the Republic

Mexico, D.F., May 23, 1978

His Excellency
Patrick J. Lucey
Ambassador Extraordinary
and Plenipotentiary of the
United States of America
Mexico, D.F.

Dear Mr. Ambassador:

I am happy to reply to your letter of this date, the text of which, translated into Spanish, reads as follows:

[For the English language text, see pp. 1256-1257]

I wish to inform you that the Government of Mexico accepts the terms of the transcribed letter.

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

Oscar Flores

Oscar Flores
Attorney General

[AMENDING AGREEMENTS]

The American Ambassador to the Mexican Attorney General

EMBASSY OF THE
UNITED STATES OF AMERICA

July 11, 1978

His Excellency
Lic. Oscar Flores
Attorney General of the Republic
San Juan de Letrán No. 9
Mexico 1, D.F

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States is prepared to increase by US$350,000 the support provided under the agreement effected by our exchange of letters dated May 23, 1978

The Government of the United States therefore agrees to delete the phrase, "One Million Five Hundred Thousand Dollars (US$ 1,500,000)" in the second paragraph of my letter dated May 23, 1978, and substitute therefor the phrase, "One Million Eight Hundred Fifty Thousand Dollars (US$ 1,850,000)"

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

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

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

Sincerely,

Patrick J. Lucey
Ambassador

The Mexican Attorney General to the American Ambassador

PROCURADURIA GENERAL
DE LA
REPUBLICA

México, D. F., 13 de julio de 1978.

Excelentísimo Señor
Patrick J. Lucey.
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América.
C i u d a d

Estimado Señor Embajador:

Me es grato dar respuesta a su atenta comunicación del día 11 del actual, cuyo texto traducido al español es el siguiente:

"Confirmando recientes conversaciones entre funcionarios de nuestros dos Gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal en estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos está dispuesto a aumentar en U.S. $350,000 el apoyo proporcionado bajo el Acuerdo efectuado por el intercambio de cartas con fecha 23 de mayo de 1978.

El Gobierno de los Estados Unidos, por lo tanto, está de acuerdo en suprimir la frase, "Un Millón, Quinientos Mil Dólares (US$ 1,500,000)", en el segundo párrafo de mi carta de fecha 23 de mayo de 1978 y substituir la frase, "Un Millón Ochocientos Cincuenta Mil Dólares (US$ 1,850,000).

Se tiene por entendido que las disposiciones de todos los acuerdos previos entre el Gobierno de los Estados Unidos y el Gobierno de México, en relación con los esfuerzos de los dos Gobiernos para el control de estupefa-

cientes, excepto como expresamente se modifica aquí, permanecen en pleno vigor y efecto y serán aplicables en este - - Acuerdo.

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

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

Deseo expresar a usted que el Gobier-- no de México está de acuerdo en los términos de la nota - - transcrita.

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

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

LIC. OSCAR FLORES.

OF'vtr.

TRANSLATION

United Mexican States
Office of the Attorney General
of the Republic

Mexico, D.F., July 13, 1978

His Excellency
Patrick J. Lucey
Ambassador Extraordinary and
Plenipotentiary of the United
States of America
Mexico, D.F.

Dear Mr. Ambassador:

I take pleasure in replying to your letter of July 11, 1978, the text of which, translated into Spanish, reads as follows:

[For the English language text, see p. 1262.]

I want to inform you that the Government of Mexico accepts the terms of the foregoing letter.

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

Oscar Flores

Oscar Flores
Attorney General of Republic

The American Ambassador to the Mexican Attorney General

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

January 11, 1979

His Excellency
Lic. Oscar Flores
Attorney General of the Republic
San Juan de Letrán No. 9
Mexico 1, D.F.

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States is prepared to increase by U.S. $250,000 the funding provided under the agreement effected by our exchange of letters dated May 23, 1978, as previously amended by our exchange of letters dated July 11 and 13, 1978.

The Government of the United States therefore agrees to delete the phrase "One Million Eight Hundred Fifty Thousand Dollars (U.S. $1,850,000" in the second paragraph of our letter dated May 23, 1978, as previously amended, and substitute therefor the phrase "Two Million One Hundred Thousand Dollars (U.S. $2,100,000)".

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

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

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

Sincerely,

Patrick J. Lucey
Ambassador

TIAS 9249

The Mexican Attorney General to the American Ambassador

PROCURADURIA GENERAL
DE LA
REPUBLICA

México, D.F., a 11 de enero de 1979.

Excelentísimo Señor
Patrick J. Lucey,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América.
C i u d a d .

Estimado Señor Embajador:

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

"Confirmando recientes conversaciones entre funcionarios de nuestros dos Gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos está dispuesto a aumentar en U.S. $ 250,000 el fondo proporcionado bajo el Acuerdo efectuado por el intercambio de cartas con fecha 23 de mayo de 1978, como previamente enmendada por intercambio de cartas con fechas 11 y 13 de julio de 1978.

El Gobierno de los Estados Unidos, por lo tanto, está de acuerdo en suprimir la frase "Un Millón Ochocientos Cincuenta Mil Dólares (U.S. $ 1,850,000)" en el segundo párrafo de nuestra carta de fecha 23 de mayo de 1978, como previamente enmendada, y substituir la frase "Dos Millones Cien Mil Dólares (U.S. $ 2,100,000)".

Se tiene por entendido que las disposiciones de todos los acuerdos previos entre el Gobierno de los Estados Unidos y el Gobierno de México, en relación con los

esfuerzos de los dos Gobiernos para el control de estupefacientes, excepto como expresamente se modifica aquí, permanecen en pleno vigor y efecto y serán aplicables en este Acuerdo.

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

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

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

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

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

LIC. OSCAR FLORES.

TRANSLATION

UNITED MEXICAN STATES
Office of the Attorney General

Mexico, D.F., January 11, 1979

His Excellency
Patrick J. Lucey
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Mexico, D.F.

Mr. Ambassador:

I am pleased to reply to your communication of today's date which, translated into Spanish, reads as follows:

[For the English language text, see p. 1266.]

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

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

Oscar Flores

Oscar Flores
Attorney General

MEXICO

Narcotic Drugs: Additional Cooperative Arrangements to Curb Illegal Production and Traffic

Agreement effected by exchange of letters
Signed at México May 15, 1978;
Entered into force May 15, 1978.
And amending agreements
Effected by exchange of letters
Signed at México January 5, 1979;
Entered into force January 5, 1979.
End exchange of letters
Signed at México February 7, 1979;
Entered into force February 7, 1979.

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

EMBASSY OF THE
UNITED STATES OF AMERICA

Mexico, D.F.

May 15, 1978

His Excellency
Licenciado Oscar Flores
Attorney General of the Republic
Mexico 1, D. F.

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two Governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, to reduce such traffic.

The United States Government agrees to provide funds not to exceed Seven Hundred Thousand Dollars (U.S.$700,000) on an advance or reimbursable basis for the purchase of miscellaneous supplies, equipment and other services, as mutually agreed upon, in direct support of programs against the illegal production and traffic in narcotics.

The Government of Mexico agrees to provide documentation which both Governments mutually agree is appropriate and acceptable, to verify the above-mentioned expenses when it makes a request for reimbursement or gives an accounting for funds which were transferred as an advance.

It is understood that the provisions of all previous Agreements between the Government of the United States and the Government of Mexico in relation to the narcotics control effort of the Government of Mexico remain in full force and effect, and applicable to this Agreement unless otherwise expressly modified herein.

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

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

Herbert B. Thompson
Chargé d'Affaires a.i.

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

PROCURADURIA GENERAL
DE LA REPUBLICA

México, D.F a 15 de Mayo de 1978.

SR. HERBERT B. THOMPSON
ENCARGADO DE NEGOCIOS
AD INTERIM.
P R E S E N T E

Excelentísimo señor.

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

"Confirmando recientes conversaciones entre funcionarios de nuestros dos Gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico y la producción ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos de América, representado por la Embajada de los Estados Unidos, está dispuesto a concertar con el Gobierno de México, representado por la Procuraduría General de la República, arreglos cooperativos adicionales para reducir dicho tráfico.

El Gobierno de los Estados Unidos está de acuerdo en proporcionar fondos que no excederán Setecientos Mil Dólares (U.S. $700,000) en forma de adelanto o sobre base de reembolso para la adquisición de abastecimientos misceláneos, equipos, y otros servicios, mutuamente acordados, en apoyo directo del programa contra la producción y tráfico ilegal de estupefacientes.

El Gobierno de México está de acuerdo en proporcionar la documentación mutuamente acordada entre ambos Gobiernos que es apropiada y aceptable, para verificar los gastos previamente mencionados, cuando se efectúe una solicitud de reembolso o se entregue una rendición de cuentas por los fondos transferidos por adelantado.

Se tiene por entendido que las disposiciones de todos los Acuerdos previos entre el Gobierno de México y el Gobierno de los Estados Unidos, en relación con los esfuerzos del Gobierno de México para el control de estupefacientes, permanecen en pleno vigor y efecto, y serán aplicables a este Acuerdo, a menos que se modifiquen expresamente en el presente.

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

Aprovecho la oportunidad para reiterar a Usted, las seguridades de mi más alta consideración y estima personal".

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

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

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

LIC OSCAR FLORES

TRANSLATION

UNITED MEXICAN STATES
Office of the Attorney General
of the Republic

Mexico, D.F., May 15, 1978

Mr. Herbert B. Thompson
Chargé d'Affaires ad interim
Mexico, D.F.

Sir:

I am happy to reply to your letter of this date, the text of which, translated into Spanish, reads as follows:

[For the English language text, see pp. 1271-1272.]

I wish to inform you that the Government of Mexico accepts the terms of the transcribed letter.

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

Oscar Flores

Oscar Flores
Attorney General

[AMENDING AGREEMENTS]

The American Ambassador to the Mexican Attorney General

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

January 5, 1979

His Excellency
Lic Oscar Flores
Attorney General of the Republic
San Juan de Letrán No. 9
Mexico 1, D.F

Dear Mr. Attorney General.

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States is prepared to increase by U.S. $500,000 the funding provided under the agreement effected by our exchange of letters dated May 15, 1978

The Government of the United States therefore agrees to delete the phrase "Seven Hundred Thousand Dollars (U.S $700,000)" in the second paragraph of our letter dated May 15, 1978, and substitute therefor the phrase "One Million Two Hundred Thousand Dollars (U.S. $1,200,000)"

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

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

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

Sincerely,

Patrick J. Lucey
Ambassador

TIAS 9250

The Mexican Attorney General to the American Ambassador

PROCURADURIA GENERAL
DE LA
REPUBLICA

México, D.F., enero 5 de 1979.

Excelentísimo Señor
Patrick J. Lucey,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América,
C i u d a d

Estimado Señor Embajador:

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

"Confirmando recientes conversaciones entre funcionarios de nuestros dos Gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos está dispuesto a aumentar en U.S. $500,000 el fondo proporcionado bajo el Acuerdo efectuado por el intercambio de cartas con fecha 15 de mayo de 1978.

El Gobierno de los Estados Unidos, por lo tanto, está de acuerdo en suprimir la frase "Setecientos Mil Dólares (U.S. $700,000)" en el segundo párrafo de nuestra carta de fecha 15 de mayo de 1978, y substituir la frase "Un Millón Doscientos Mil Dólares (U.S. $1,200,000)".

Se tiene por entendido que las disposiciones de todos los acuerdos previos entre el Gobierno de los Estados Unidos y el Gobierno de México, en relación con los

esfuerzos de los dos Gobiernos para el control de estupefacientes, excepto como expresamente se modifica aquí, permanecen en pleno vigor y efecto y serán aplicables en este Acuerdo.

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

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

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

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

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

LIC. OSCAR FLORES.

TRANSLATION

United Mexican States
Office of the Attorney General

Mexico, D.F., January 5, 1979

His Excellency
Patrick J. Lucey
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Mexico, D.F.

Mr. Ambassador:

I am pleased to reply to your communication of today's date which, translated into Spanish, reads as follows:

[For the English language text, see p. 1276.]

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

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

Oscar Flores

Oscar Flores
Attorney General

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

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

February 7, 1979

His Excellency
Lic. Oscar Flores
Attorney General of the Republic
San Juan de Letrán No. 9
Mexico, D.F.

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States is prepared to increase by US$1,200,000 the funding provided under the agreement effected by our exchange of letters dated May 15, 1978, as previously amended by an exchange of letters dated January 5, 1979.

The Government of the United States therefore agrees to delete the phrase, "One Million Two Hundred Thousand Dollars (US$1,200,000)" in the second paragraph of our letter dated May 15, 1978, as previously amended, and substitute therefor the phrase, "Two Million Four Hundred Thousand Dollars (US$2,400,000)".

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

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

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

Sincerely,

John A. Ferch
Chargé d'Affaires ad interim

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

PROCURADURIA GENERAL
DE LA
REPUBLICA

México, D.F., a 7 de febrero de 1979.

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

Excelentísimo señor:

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

"Confirmando recientes conversaciones entre funcionarios de nuestros dos Gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos está dispuesto a aumentar en US$1,200,000 el fondo proporcionado bajo el Acuerdo efectuado por el intercambio de cartas con fecha 15 de mayo de 1978, como previamente enmendada por intercambio de cartas con fecha 5 de enero de 1979.

El Gobierno de los Estados Unidos, por lo tanto, está de acuerdo en suprimir la frase, "Un Millón Doscientos Mil Dólares (US$1,200,000)", en el segundo párrafo de nuestra carta de fecha 15 de mayo de 1978, como previamente enmendada, y substituir la frase, "Dos Millones Cuatrocientos Mil Dólares (US$2,400,000)".

Se tiene por entendido que las disposiciones de todos los acuerdos previos entre el Gobierno de los Estados Unidos, y el Gobierno de México, en relación con los esfuerzos de los dos Gobiernos para el control de estupefacientes, excepto como expresamente se modifica aquí, perma-

necen en pleno vigor y efecto y serán aplicables en este Acuerdo.

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

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

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

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

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

LIC. OSCAR FLORES.

TRANSLATION

UNITED MEXICAN STATES

Office of the Attorney General
of the Republic

Mexico, D. C., February 7, 1979

Mr John A. Ferch
Chargé d'Affaires ad Interim.
Mexico, D.F

Sir:

I am pleased to reply to your letter of today's date which, translated into Spanish reads as follows:

[For the English language text, see p. 1280.]

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

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

Oscar Flores

Oscar Flores
Attorney General of the Republic

MEXICO

Narcotic Drugs: Additional Cooperative Arrangements to Curb Illegal Traffic

Agreements amending the agreement of June 2, 1977, as amended.
Effected by exchange of letters
Signed at México July 20 and 26, 1978;
Entered into force July 26, 1978.
And exchange of letters
Signed at México August 24, 1978;
Entered into force August 24, 1978.
And exchange of letters
Signed at México January 15, 1979;
Entered into force January 15, 1979.

The American Ambassador to the Mexican Attorney General

EMBASSY OF THE
UNITED STATES OF AMERICA

July 20, 1978

His Excellency
Lic. Oscar Flores
Attorney General of the Republic
San Juan de Letrán No. 9
Mexico 1, D.F.

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States is prepared to extend the services of a contract administration adviser under the agreement effected by the exchange of letters dated June 2, 1977,[1] between the Embassy and your office.

The Government of the United States therefore agrees to delete the phrase, "twelve months", in the fourth paragraph of the Embassy's letter dated June 2, 1977, and substitute therefor the phrase, "twenty-four months".

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

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

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

Sincerely,

Patrick J. Lucey
Ambassador

[1] TIAS 8952; 29 UST 2483.

The Mexican Attorney General to the American Ambassador

PROCURADURIA GENERAL
DE LA
REPUBLICA

México, D. F., a 26 de julio de 1978.

SR. PATRICK J. LUCEY,
EMBAJADOR DE LOS ESTADOS UNIDOS DE
NORTEAMERICA.
P R E S E N T E .

Excelentísimo Señor Embajador:

Me es grato dar respuesta a su atenta comunicación del 20 de los corrientes, cuyo texto traducido al español es el siguiente:

"Confirmando recientes conversaciones entre funcionarios de nuestros dos Gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal en estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos está dispuesto a extender los servicios de un asesor en la administración de contratos bajo el Acuerdo efectuado por el intercambio de cartas con fecha 2 de junio de 1977, entre la Embajada y su oficina.

El Gobierno de los Estados Unidos, por lo tanto, está de acuerdo en suprimir la frase, "12 meses", en el cuarto Párrafo de la carta de la Embajada con fecha 2 de junio de 1977, y substituir la frase, "24 meses".

Se tiene por entendido que las disposiciones de todos los acuerdos previos entre el Gobierno de los Estados Uni-

dos y el Gobierno de México, en relación con los esfuerzos de los dos Gobiernos para el control de estupefacientes, excepto como expresamente se modifica aquí, permanecen en pleno vigor y efecto y serán aplicables en este Acuerdo.

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

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

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

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

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

LIC. OSCAR FLORES.

TRANSLATION

United Mexican States
Office of the Attorney General
of the Republic

Mexico, D.F., July 26, 1978

Mr. Patrick J. Lucey
Ambassador of the United
States of America
Mexico, D.F.

Mr. Ambassador:

I am pleased to reply to your letter of July 20, 1978, the text of which, translated into Spanish, reads as follows:

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

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

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

Oscar Flores

Oscar Flores
Attorney General of the Republic

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

EMBASSY OF THE
UNITED STATES OF AMERICA

August 24, 1978

His Excellency
Licenciado Oscar Flores
Attorney General of the Republic
Mexico 1, D.F.

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States is prepared to increase by $3,700,000 the funding provided under the agreement effected by the exchange of letters between the Embassy and your office dated June 2, 1977, as previously amended by an exchange of letters dated September 28, 1977, and as further amended by an exchange of letters dated July 20 and 26, 1978.

The Government of the United States therefore agrees to delete the phrase "Seven Million Six Hundred Eighty-One Thousand Two Hundred Thirty-Five Dollars (US$7,681,235) and substitute therefor the phrase "Eleven Million One Hundred Forty-Six Thousand Two Hundred Thirty-Five Dollars (US$11,146,235)".

The Government of the United States further agrees to add the following new paragraph between the second and third paragraphs of the Embassy's letter of June 2, 1977, as amended:

"The Government of the United States will also provide an additional Two Hundred Thirty-Five Thousand Dollars (US$235,000) for the repair of helicopters by the Bell Helicopter Company."

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

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

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

Vernon D. McAninch
Chargé d'Affaires a.i.

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

PROCURADURIA GENERAL DE LA REPUBLICA

México, D. F., 24 de agosto de 1978.

SR. VERNON D. McANINCH,
ENCARGADO DE NEGOCIOS
AD INTERIM.
P R E S E N T E .

Excelentísimo señor:

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

"Confirmando recientes conversaciones entre funcionarios de nuestros dos Gobiernos, relativos a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos está dispuesto a aumentar en Tres Millones Setecientos Mil Dólares (US$3,700,000) el fondo proporcionado bajo el Acuerdo efectuado por el intercambio de cartas entre la Embajada y su Oficina con fecha 2 de junio de 1977, como previamente enmendada por intercambio de cartas con fecha 28 de septiembre de 1977, y como enmendada consiguientemente, por el intercambio de cartas con fechas 20 y 26 de julio de 1978.

El Gobierno de los Estados Unidos, por lo tanto, está de acuerdo en suprimir la frase "Siete Millones Seiscientos Ochenta y Un Mil Doscientos Treinta y Cinco Dólares (US$7,681,235) y substituir la frase "Once Millones Ciento Cuarenta y Seis Mil Doscientos Treinta y Cinco Dólares (US$11,146,235).

El Gobierno de los Estados Unidos, además de eso, está de acuerdo en agregar el párrafo siguiente entre el segundo y tercer párrafo de la carta de la Embajada con fecha 2 de junio de 1977, con sus enmiendas:

"El Gobierno de los Estados Unidos también proporcionará un monto adicional de Doscientos Treinta y Cinco Mil Dólares (US$235,000) para la reparación de helicópteros por Bell Helicopter Company."

Se tiene por entendido que las disposiciones de todos los Acuerdos previos entre el Gobierno de México y el Gobierno de los Estados Unidos, en relación con los esfuerzos del Gobierno de México para el control de estupefacientes, permanecen en pleno vigor y efecto, y serán aplicables a este Acuerdo, a menos que se modifiquen expresamente en el presente.

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

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

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

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

SUFRAGIO EFECTIVO. NO REELECCION.
EL PROCURADOR GENERAL DE LA REPUBLICA.
T.G.N.
LIC. OSCAR FLORES.

TRANSLATION

United Mexican States
Office of the Attorney General
of the Republic

Mexico, D.F. August 24, 1978

Mr. Vernon D. McAninch
Chargé d'Affaires ad interim
Mexico D.F.

Sir:

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

[For the English language translation, see pp. 1289-1290.]

I want to inform you that the Government of Mexico accepts the terms of the letter transcribed above.

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

Oscar Flores

Oscar Flores
The Attorney General of the Republic

The American Ambassador to the Mexican Attorney General

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

January 15, 1979

His Excellency
Lic. Oscar Flores
Attorney General of the Republic
San Juan de Letrán No. 9
México 1, D.F.

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States is prepared to increase by US$3,000,000 the funding provided under the agreement effected by our exchange of letters dated June 2, 1977, as previously amended by an exchange of letters dated September 28, 1977, and as further amended by exchanges of letters dated July 20 and 26, 1978, and August 24, 1978.

The Government of the United States therefore agrees to delete the phrase "Eleven Million One Hundred Forty-Six Thousand Two Hundred Thirty-Five Dollars (US$11,146,235)" in the second paragraph of our letter dated June 2, 1977, as previously amended, and substitute therefor the phrase, "Fourteen Million One Hundred Forty-Six Thousand Two Hundred Thirty-Five Dollars (US$14,146,235)".

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

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

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

Sincerely,

Patrick J. Lucey
Ambassador

The Mexican Attorney General to the American Ambassador

PROCURADURIA GENERAL
DE LA
REPUBLICA

México, D.F., enero 15 de 1979.

SR. PATRICK J. LUCEY,
EMBAJADOR DE LOS ESTADOS
UNIDOS DE AMERICA,
P R E S E N T E.

Excelentísimo señor Embajador:

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

"Confirmando recientes conversaciones entre funcionarios de nuestros dos Gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos está dispuesto a aumentar en U.S. $3,000,000.00 el fondo proporcionado bajo el Acuerdo efectuado por el intercambio de cartas con fecha 2 de junio de 1977, como previamente enmendada por intercambio de cartas con fecha 28 de septiembre de 1977, y como enmendada consiguientemente por los intercambios de cartas con fechas 20 y 26 de julio de 1978, y con fecha 24 de agosto de 1978.

El Gobierno de los Estados Unidos, por lo tanto, está de acuerdo en suprimir la frase "Once Millones Ciento Cuarenta y Seis Mil Doscientos Treinta y Cinco Dólares (U.S. $11,146,235.00)" en el segundo párrafo de nuestra carta de fecha 2 de junio de 1977, como previamente enmendada, y substituir la frase "Catorce Millones Ciento Cuarenta y Seis Mil Doscientos Treinta y Cinco Dólares (U.S. $14,146,235)".

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

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

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

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

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

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

LIC. OSCAR FLORES.

TRANSLATION

United Mexican States

Office of the Attorney
General of the Republic

Mexico, D.F., January 15, 1979

Mr. Patrick J. Lucey,
Ambassador of the United
States of America,
Mexico City.

Mr. Ambassador:

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

[For the English language translation, see p. 1294.]

I wish to state to you that the Government of Mexico concurs with the terms of the transcribed note.

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

Oscar Flores

Oscar Flores

Attorney General of the Republic

MEXICO

Narcotic Drugs: Additional Cooperative Arrangements to Curb Illegal Traffic

Agreement effected by exchange of letters
Signed at México May 16, 1978;
Entered into force May 16, 1978.
And amending agreement
Effected by exchange of letters
Signed at México January 8, 1979;
Entered into force January 8, 1979.

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

EMBASSY OF THE
UNITED STATES OF AMERICA

Mexico, D. F.

May 16, 1978

His Excellency
Licenciado Oscar Flores
Attorney General of the Republic
Mexico 1, D. F.

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two Governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, to reduce such traffic.

The United States Government will provide additional funds, in an amount not to exceed Three Hundred Thousand Dollars (U.S.$ 300,000), on an advance or reimbursable basis in an amount equal to the cost of supplements to salaries in order to augment the present wage scale restrictions of the Office of the Attorney General for Mexican support personnel, as mutually agreed upon, exclusively dedicated to the program to curb illegal production and trafficking in narcotics.

The Government of Mexico agrees to provide supporting documents, as mutually agreed upon, to support all disbursements using these funds.

It is understood that the provisions of all previous agreements between the Government of the United States and the Government of Mexico in relation to the narcotics control effort of the Government of Mexico remain in full force and effect, and applicable to this Agreement unless otherwise expressly modified herein.

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

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

Herbert B. Thompson
Chargé d'Affaires a.i.

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

PROCURADURIA GENERAL
DE LA REPUBLICA

México, D.F a 16 de Mayo de 1978.

SR. HERBERT B. THOMPSON
ENCARGADO DE NEGOCIOS
AD INTERIM
P R E S E N T E

Excelentísimo señor.

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

" Confirmando recientes conversaciones entre funcionarios de nuestros dos Gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico y la producción ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos de América, representado por la Embajada de los Estados Unidos, está dispuesto a concertar con el Gobierno de México, representado por la Procuraduría General de la República, arreglos cooperativos adicionales para reducir dicho tráfico.

El Gobierno de los Estados Unidos está de acuerdo en proporcionar fondos adicionales en una cantidad que no excederá Trecientos Mil Dólares (U.S $300,000), en forma por adelantado y/o sobre una base de reembolso en un monto igual al costo de remuneración complementaria a salarios para el aumento de las restricciones actuales en materia de escalas salariales de la Procuraduría General para el personal Mexicano de apoyo, tal y como sea acordado mutuamente, que se dedica exclusivamente al programa para frenar la producción y el tráfico ilegal de estupefacientes.

El Gobierno de México está de acuerdo en proveer documentos respaldando los desembolsos de los fondos mencionados, como sea mutuamente acordado.

Se tiene por entendido que las disposiciones de todos los Acuerdos previos entre el Gobierno de México y el Gobierno de los Estados Unidos, en relación con los esfuerzos del Gobierno de México para el control de estupefacientes, permanecen en pleno vigor y efecto, y serán aplicables a este Acuerdo, a menos que se modifiquen expresamente en el presente.

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

Aprovecho la oportunidad para reiterar a Usted, las seguridades de mi más alta consideración y estima personal."

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

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

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

LIC. OSCAR FLORES.

TRANSLATION

UNITED MEXICAN STATES
Office of the Attorney General
of the Republic

Mexico, D.F., May 16, 1978

Mr. Herbert B. Thompson
Chargé d'Affaires ad interim
Mexico, D.F.

Sir:

I am happy to reply to your letter of this date, the text of which, translated into Spanish, reads as follows:

[For the English language text, see pp. 1300-1301.]

I wish to inform you that the Government of Mexico accepts the terms of the transcribed letter.

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

Oscar Flores

Oscar Flores
Attorney General

[AMENDING AGREEMENT]

The American Ambassador to the Mexican Attorney General

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

January 8, 1979

His Excellency
Lic. Oscar Flores
Attorney General of the Republic
San Juan de Letrán No. 9
Mexico 1, D.F.

Dear Mr. Attorney General.

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States is prepared to increase by U.S. $700,000 the funding provided under the agreement effected by our exchange of letters dated May 16, 1978.

The Government of the United States therefore agrees to delete the phrase "Three Hundred Thousand Dollars (U.S. $300,000)" in the second paragraph of our letter dated May 16, 1978, and substitute therefor the phrase "One Million Dollars (U.S. $1,000,000)".

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

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

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

Sincerely,

Patrick J. Lucey
Ambassador

The Mexican Attorney General to the American Ambassador

PROCURADURIA GENERAL
DE LA
REPUBLICA

México, D.F., a 8 de enero de 1979.

Excelentísimo Señor
Patrick J. Lucey,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América.
C i u d a d

Estimado Señor Embajador:

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

"Confirmando recientes conversaciones entre funcionarios de nuestros dos Gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos está dispuesto a aumentar en U.S. $700,000 el fondo proporcionado bajo el Acuerdo efectuado por el intercambio de cartas con fecha 16 de mayo de 1978.

El Gobierno de los Estados Unidos, por lo tanto, está de acuerdo en suprimir la frase "Trescientos Mil Dólares (U.S. $300,000)" en el segundo párrafo de nuestra carta de fecha 16 de mayo de 1978, y substituir la frase "Un Millón de Dólares (U.S. $1,000,000)"

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

do.

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

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

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

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

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

LIC. OSCAR FLORES.

TRANSLATION

United Mexican States
Office of the Attorney General

Mexico, D.F., January 8, 1979

His Excellency
Patrick J. Lucey
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Mexico, D.F.

Mr. Ambassador:

I am pleased to reply to your communication of today's date which, translated into Spanish, reads as follows:

[For the English language text, see p. 1305.]

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

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

Oscar Flores

Oscar Flores
Attorney General

MEXICO

Narcotic Drugs: Computerization of Information

Agreement effected by exchange of letters
Signed at México August 25, 1978;
Entered into force August 25, 1978.
And amending agreement
Effected by exchange of letters
Signed at México January 10, 1979;
Entered into force January 10, 1979.

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

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

August 25, 1978

His Excellency
Lic. Oscar Flores
Attorney General of the Republic
San Juan de Letran No. 9
Mexico 1, D.F.

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States of America, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, to reduce such traffic.

The Government of the United States agrees to provide additional technical services and funding on an advance or reimburseable basis, as mutually agreed upon, for the computerization of information in direct support of programs against the illegal production of and traffic in narcotics. The cost to the United States Government under this agreement shall not exceed Two Hundred Thousand Dollars (US$200,000).

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

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

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

Vernon D. McAninch
Chargé d'Affaires ad interim

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

PROCURADURIA GENERAL DE LA REPUBLICA

México, D. F , a 25 de Agosto de 1978.

SR. VERNON D. McANINCH,
ENCARGADO DE NEGOCIOS
AD INTERIM.
P R E S E N T E

Excelentísimo señor.

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

"Confirmando recientes conversaciones entre funcionarios de nuestros dos Gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico y la producción ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos de América, representado por la Embajada de los Estados Unidos, está dispuesto a concertar con el Gobierno de México, representado por la Procuraduría General de la República, arreglos cooperativos adicionales para reducir dicho tráfico.

El Gobierno de los Estados Unidos está de acuerdo en proporcionar servicios técnicos adicionales y financiamiento por adelantado o reembolsable, según mutuamente acordado, para el procesamiento de datos por computadora en apoyo directo de los programas contra la producción y tráfico ilícito de estupefacientes. El costo al Gobierno de los Estados Unidos bajo este Acuerdo no excederá de Doscientos Mil Dólares (US $200,000).

Se tiene por entendido que las disposiciones de todos los acuerdos previos entre el Gobierno de México y el Gobierno de los Estados Unidos, en relación con los esfuerzos del

Gobierno de México para el control de estupefacientes, permanecen en pleno vigor y efecto, y serán aplicables a este acuerdo, a menos que se modifiquen expresamente en el presente.

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

Aprovecho la oportunidad para reiterar a usted, — las seguridades de mi más alta consideración y estima personal"

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

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

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

LIC. OSCAR FLORES.

TRANSLATION

United Mexican States
Office of the Attorney General
of the Republic

Mexico, D.F August 25, 1978

Mr. Vernon D. McAninch
Chargé d'Affaires ad interim
Mexico D.F

Sir:

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

[For the English language text, see pp. 1310-1311.]

I want to inform you that the Government of Mexico accepts the terms of the letter transcribed above.

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

Oscar Flores

Oscar Flores
Attorney General of the Republic

[AMENDING AGREEMENT]

The American Ambassador to the Mexican Attorney General

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

January 10, 1979

His Excellency
Lic. Oscar Flores
Attorney General of the Republic
San Juan de Letrán No. 9
Mexico 1, D.F.

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States is prepared to increase by U.S. $200,000 the funding provided under the agreement effected by our exchange of letters dated August 25, 1978.

The Government of the United States therefore agrees to delete the phrase "Two Hundred Thousand Dollars (U.S. $200,000)" in the second paragraph of our letter dated August 25, 1978, and substitute therefor the phrase "Four Hundred Thousand Dollars (U.S. $400,000)".

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

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

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

Sincerely,

Patrick J. Lucey
Ambassador

The Mexican Attorney General to the American Ambassador

PROCURADURIA GENERAL
DE LA
REPUBLICA

México, D.F., a 10 de enero de 1979.

Excelentísimo Señor
Patrick J. Lucey,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América.
C i u d a d

Estimado Señor Embajador:

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

"Confirmando recientes conversaciones -- entre funcionarios de nuestros dos Gobiernos, relativas a la - cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos está dispuesto a aumentar - en U.S. $200,000 el fondo proporcionado bajo el Acuerdo efectuado por el intercambio de cartas con fecha 25 de agosto de 1978.

El Gobierno de los Estados Unidos, por lo tanto, está de acuerdo en suprimir la frase "Doscientos Mil - Dólares (U.S. $200,000)" en el segundo párrafo de nuestra - carta de fecha 25 de agosto de 1978, y substituir la frase - - "Cuatrocientos Mil Dólares (U.S. $400,000)".

Se tiene por entendido que las disposiciones de todos los acuerdos previos entre el Gobierno de los Estados Unidos y el Gobierno de México, en relación con los esfuerzos de los dos Gobiernos para el control de estupefacientes, excepto como expresamente se modifica aquí, permanecen

en pleno vigor y efecto y serán aplicables en este Acuerdo.

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

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

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

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

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

LIC. OSCAR FLORES.

TRANSLATION

UNITED MEXICAN STATES
Office of the Attorney General

Mexico, D.F., January 10, 1979

His Excellency
Patrick J. Lucey
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Mexico, D.F.

Mr. Ambassador:

I am pleased to reply to your communication of today's date which, translated into Spanish, reads as follows:

[For the English language text, see p. 1315.]

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

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

Oscar Flores

Oscar Flores
Attorney General

MEXICO

Narcotic Drugs: Provision of Aircraft

Agreement effected by exchange of letters
Signed at México August 23, 1978;
Entered into force August 23, 1978.

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

EMBASSY OF THE
UNITED STATES OF AMERICA

August 23, 1978

His Excellency
Licenciado Oscar Flores
Attorney General of the Republic
Mexico 1, D.F.

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two Governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, to reduce such traffic.

The Government of the United States agrees to provide eight (8) light helicopters, one (1) cargo aircraft, and funding on an advance or reimbursable basis for the lease of one (1) short-takeoff-and landing (STOL) cargo/passenger aircraft as mutually agreed, together with spare parts and training, at a cost not to exceed Four Million Six Hundred Twenty-Thousand Dollars (US$4,620,000).

The Government of Mexico agrees: To provide and develop means to retain sufficient qualified personnel, as mutually agreed upon, to maximize the availability and utilization of these and other aircraft previously provided by the Government of the United States; to examine the inventory of aircraft devoted to the narcotics program in order to determine which aircraft might be removed from the inventory in the interests of operational efficiency; and to establish a flight training program for pilots of aircraft used in the narcotics program.

It is understood that the provisions of all previous Agreements between the Government of the United States and the Government of Mexico in relation to the narcotics control effort of the Government of Mexico remain in full force and effect, and applicable to this agreement unless otherwise expressly modified herein.

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

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

Vernon D. McAninch
Chargé d'Affaires a.i.

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

PROCURADURIA GENERAL
DE LA
REPUBLICA

México, D. F., 23 de agosto de 1978.

SR. VERNON D. McANINCH,
ENCARGADO DE NEGOCIOS
AD INTERIM.
P R E S E N T E

Excelentísimo señor.

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

"Confirmando recientes conversaciones entre funcionarios de nuestros dos Gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico y la producción ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos de América, representado por la Embajada de los Estados Unidos, está dispuesto a concertar con el Gobierno de México, representado por la Procuraduría General de la República, arreglos cooperativos adicionales para reducir dicho tráfico.

El Gobierno de los Estados Unidos está de acuerdo en proporcionar ocho (8) helicópteros livianos, un (1) avión de carga, y financiamiento en forma por adelantado o reembolsable, para la renta de un (1) avión de carga/pasajeros, tipo STOL, todo según mutuamente acordado, y que incluye refacciones y entrenamiento, a un costo que no excederá de Cuatro Millones Seiscientos Veinte Mil Dólares (US$4,620,000).

El Gobierno de México está de acuerdo en proporcionar y establecer los medios para retener suficiente

personal capacitado, todo según mutuamente acordado, para lograr la máxima disponibilidad y utilización de estos y otros aviones previamente proporcionados por el Gobierno de los Estados Unidos; examinar el inventario de máquinas de vuelo dedicadas al programa contra estupefacientes para determinar cuales máquinas podrán ser suprimidas del inventario para mejorar la eficiencia operacional; y establecer un programa de entrenamiento de vuelo para los pilotos de máquinas utilizadas en el programa contra estupefacientes.

Se tiene por entendido que las disposiciones de todos los Acuerdos previos entre el Gobierno de México y el Gobierno de los Estados Unidos, en relación con los esfuerzos del Gobierno de México para el control de estupefacientes, permanecen en pleno vigor y efecto, y serán aplicables a este Acuerdo, a menos que se modifiquen expresamente en el presente.

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

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

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

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

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

LIC. OSCAR FLORES.

TRANSLATION

United Mexican States
Office of the Attorney General
of the Republic

Mexico, D.F. August 23, 1978

Mr. Vernon D. McAninch
Chargé d'Affaires ad interim
Mexico, D.F

Sir:

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

[For the English language text, see pp. 1320-1321.]

I want to inform you that the Government of Mexico accepts the terms of the letter transcribed above.

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

Oscar Flores

Oscar Flores
The Attorney General of the Republic

R C ESPINO
GENERAL AFP
CHAIRMAN RP MILITARY PANEL
DATE 11 Dec 1978

L J MANOR
LIEUTENANT GENERAL USAF
CHAIRMAN US MILITARY PANEL
DATE 11 Dec 1978

LEGEND

- EXISTING BLDGS. OR STRUCTURES TO BE RETAINED
- EXISTING ASPHALT ROADS & PAVED AREAS
- EXISTING CONCRETE PAVEMENTS
- CONTOUR
- EXISTING CULVERT
- EXISTING CRANE TRACKS
- SHORE LINE
- CUT OR FILL SLOPE
- RIVER
- MARSH
- SECURITY FENCE
- 42 DEPTHS ARE IN FEET BASED ON MLLW DATUM
- BRIDGE

60-350 O - 80 (In pocket) No. 2

17
18
19
20
21
22
I
J
K
L
M
N
O
P
LAGOON
C.S.I.R. BASIN
LONG PIER
BOAT YARD (NSC)
POV PARKING LOT
NSD MARSHALLING YARD
INNER BASIN
ESQD
AFDM-6
REFERENCE POINT
ESQD
SUBIC BAY NAVAL BASE (INDUSTRIAL AREA)
LEGEND
PHILIPPINE MILITARY BASE BOUNDARY
UNITED STATES FACILITY BOUNDARY
PROPOSED PIER SITE
NOTE: LINES ARE SYMBOLIC AND SURVEYS WILL BE REQUIRED TO DELINEATE PRECISE BOUNDARIES.
N
4 AMD D UPDATED MARCH 1978
3 AMD C UPDATED MARCH 1977
2 AMD B UPDATED MARCH 1976
1 AMD A UPDATED MARCH 1975
B
A
C
E
D
G
F
KEY PLAN
U. S. NAVAL BASE
GENERAL DEVELOPMENT MAP
EXISTING
PRE M-DAY
7,900,561
A

CLARK RESERVATION LAND DELIMITATION MAP
RED LINE U.S. FACILITY BOUNDARY
YELLOW LINE PHIL BASE BOUNDARY
GREEN LINE RPF BOUNDARY
PURPLE LINE CROW VALLEY RANGE BOUNDARY
PUBLIC LAND
ISABELO RAMOS
II 3754
FPIS SITE
DIAG Y CASOY
UHF TRANSMITTER SITE
O'DONNELL EXCEPTED PART
AREA = 17,556,760 SQ.M
REGIONAL RADIO TRANSMITTER SITE
U.S.N. TRANSMITTER SITE
32 OLD CONC MON. 25 X 15 ON TOP 50 X 50 AT BOTTOM CENTERED BY 12 GAUGE SHELL MARKED U.S.M.
LOT
AREA = 70,066,000 Sq.M.
O'Donnell River
WEAPONS RANGES
PEDRO LIONGSON
II 3753 AND LOT A
LOT 2
A=17,483,000
CLARK AIR BASE

CLARK AIR BASE
CROW VALLEY
LOT 5
AREA = 532,749,470 SQ. M.
LOT 3
AREA = 19,697,300 SQ.M
PUBLIC LAND
Malaga River
Marimio River
Sapang Cangayan River
Sacobia River
FIRING RANGE
JUNGLE SURVIVAL TRAINING
Mt Pinatubo
Mt Mcdonald
Mt Cutuna
Pasig River
FELIPE LAGMAN
Psu-115
IGNACIO
Psu-109
FAUSTO
Psu 106
BRUNO
Psu 112
SABINA AMBROSI
Psu-114
LOT 870-B-4
Bsd 10285
LOT 871-B
Bsd. 10189
LOT 731
ANGELES CADASTRE
LOT 869
ANGELES CADASTRE
CAMILA DE LIZA
LOT 730-B- Psd. 8932
LOT 895
CELESTINO HENSON
LOT 2, F-52214
JOSE P. HENSON
PORTION of LOT 727-G
Psd. 5278
JOSE P. HENSON
PORTION OF LOT 727-F
LOT 902
JOSE P. HENSON
LOT 889-C, Bsd 4711

CLARK PROPER LAND DELIMITATION MAP

RED LINE — U.S. FACILITY BOUNDARY

YELLOW LINE — PHIL BASE BOUNDARY

GREEN LINE — BRF BOUNDARY

U.S. FACILITY BOUNDARY FOLLOWS THE EXISTING CLARK PROPER FENCE EXCEPT FOR THAT SEGMENT OF THE FENCE EAST OF THE RUNWAY AND SOUTH OF THE CEMETERY. (LINES ARE NOT DEFINITIVE AND A JOINT SURVEY WILL BE REQUIRED TO ESTABLISH ACTUAL BOUNDARIES.)

12 July 1978

R. C. ESPINO
General, AFP
Chairman RP
Military Panel

WILLIAM R. McCLENDON
Rear Admiral, USN
Chairman US
Military Panel

TRAILER COURT
INSET "5A"

PRACTICE DROP ZONE

REQUIRED NO INHABITED BUILDING ZONE (EXPLOSIVES BUFFER ZONE)

REQUIRED NO INHABITED BUILDING ZONE (EXPLOSIVES BUFFER ZONE)

REQUIRED CLEAR ZONE

REQUIRED NO INHABITED BUILDING ZONE

EXPLOSIVE BUFFER ZONE

INSET "1A"

AREA BETWEEN SOLID RED LINE AND DOTTED RED LINE IS A NO BUILDING ZONE

EXISTING UTILITIES/SERVICE LINES AND MICROWAVE SIGHTING LINES TO REMAIN CLEAR AND UNIMPEDED.

U.S. FACILITY EXTENDS ADDITIONAL 50 YARDS BEYOND EXISTING DAU COMMUNICATIONS SITE FENCE.

NO STRUCTURE TALLER THAN 80 FEET ALONG THIS LINE. NO OVERHEAD POWER LINES BETWEEN THIS LINE AND THE RRF. NO RADIO TRANSMITTERS THAT WOULD INTERFERE WITH HF RECEPTION BETWEEN THIS LINE AND THE RRF.

NO BUILDINGS BETWEEN THIS LINE AND THE RRF AND NO STRUCTURE TALLER THAN 50 FEET ALONG THIS LINE.

RRF WILL BE ADDRESSED BY SEPARATE NOTE.

UNHAMPERED U.S. ACCESS TO/FROM MACARTHUR HIGHWAY VIA MITCHELL HIGHWAY ASSURED.

LEGEND

STRUCTURES, ROADS & PARKINGS

- EXISTING PERMANENT
- EXISTING SEMI-PERMANENT
- EXISTING TEMPORARY
- EXISTING ROAD & PARKING
- UNPAVED ROAD
- EXISTING RAILROAD
- EXISTING FENCE
- APPROACH-DEPARTURE ZONE & RUNWAY CLEARANCES
- EXIST. ANTENNA, ACRFT. ARREST. SYSTEM OR AS INDICATED

THE BASE PROPER WERE ACQUIRED FROM
IN 1948 BY THE CORPS OF ENGINEERS U.S. ARMY
DISTRICT)
PERFORMED BY THE 6200 TH AIR BASE WING
NEER IN CONNECTION WITH THE PREPARATION OF
ES PLANS
HIC DATA WERE ACQUIRED FROM
EDITION (AMS-1), 1944 BY ARMY MAP SERVICE
WASHINGTON D.C.
ALAPG, PHILIPPINE ISLANDS
JULIANA, PHILIPPINE ISLANDS
20 FEET

DATE 5/12/79
BASE CIVIL ENGINEER

NORTH
MAG NORTH
MAG DEC 0°- 25'W

1000 0 1000 2000 3000
SCALE IN FEET

AIRFIELD ELEVATION 478 FEET

REV	DATE	DESCRIPTION	INITIAL
8	1 JAN 78	ANNUAL REVISION	MCM
7	1 JAN 77	ANNUAL REVISION	J P
6	1 JAN 76	ANNUAL REVISION	J P
5	1 JAN 75	ANNUAL REVISION	ADD
4	1 JAN 74	ANNUAL REVISION	ADD

PLAN REVISIONS

DEPARTMENT OF THE AIR FORCE

DIRECTORATE OF ENGINEERING & SERVICES DCS/PRE-WASHINGTON, D.C.

PACIFIC AIR FORCES

COMPREHENSIVE PLAN
BASE PLAN
CLARK AIR BASE
ANGELES CITY, PHILIPPINES

SCALE 1 INCH = 925 FT. | DATE: 1 APRIL 70

MASTER PLANNING DIRECTIVE 68-3

AIRWAYS ENGINEERING CORPORATION
WASHINGTON, D. C.

TAB NO C-2

SHEET 1 OF 1

R. C. ESPINO
General, AFP
Chairman RP
Military Panel

WILLIAM R. McCLENDON
Rear Admiral, USN
Chairman US
Military Panel

60-350 O - 80 (In poc

SAN NARCISO
1
2
3
4
5
6
7
8
9
10
A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
N 225 000
N 220 000
N 215 000
N 210 000
N 205 000
E 10 000
E 15 000
SOUTH CHINA SEA
NATIONAL ROAD
ROAD AREA
30 METERS WIDE
ROAD AREA
30 METERS WIDE
10
20
20
20
20

U. S. NAVAL COMMUNICATIONS STATION, PHILIPPINES
LEGEND

[redacted] PHILIPPINE MILITARY BASE BOUNDARY

[redacted] UNITED STATES FACILITY BOUNDARY

[redacted] PROPOSED DBC QTRS SITE

NOTES: LINES ARE SYMBOLIC AND SURVEYS WILL BE REQUIRED TO DELINEATE PRECISE BOUNDARIES.

THE WESTERN BOUNDARY OF AREAS 2 AND 3 IS MEAN LOW WATER LINE.

R C ESPINO
GENERAL AFP
CHAIRMAN RP MILITARY PANEL
DATE 11 Dec 1978

L J MANOR
LIEUTENANT GENERAL USAF
CHAIRMAN US MILITARY PANEL
DATE 11 Dec 1978

LEGEND:

(1) DIRECTION FINDER AREA

(2) RECEIVER AREA

(3) SUPPORT AREA

— - — RESERVATION BOUNDARY

GRAPHIC SCALE

1000' 0 1000' 2000' 3000'
SCALE 1" = 1000 FEET

SAN ANTONIO

NO	AMD OR COR	DESCRIPTION OF AMENDMENT OR CORRECTION	DATE	APPROVAL
2	COR B	UPDATED MARCH 1975		5/5/75
1	COR A	UPDATED MARCH 1969		8-15-69

ADRIAN WILSON ASSOCIATES
ARCHITECTS ENGINEERS
MANILA PHILIPPINES

DEPARTMENT OF THE NAVY NAVAL FACILITIES ENGINEERING COMMAND

DES. DR. BBI
SUPV. ARCH. CH. ENGR. JRA
AE DWG. NO.
SUBMITTED BY PROJECT MANAGER — DATE 10 NOV 1967
CONCUR COMMANDER — DATE 11/15/67
SUBMITTED COMPACDIV — DATE 9/20/68
APPROVED BY COMMANDER NFEC

U.S. NAVAL COMMUNICATIONS STATION

SAN MIGUEL ZAMBALES, REPUBLIC OF THE PHILIPPINES

LAND USE MAP

EXISTING AND PLANNED PRE M-DAY

SCALE 1" = 1000 FEET
SHEET 1 OF 5
NFEC DRAWING NO. 1179042
SITE

SUBIC BAY NAVAL BASE
LEGEND

PHILIPPINE MILITARY BASE BOUNDARY

UNITED STATES FACILITY BOUNDARY

POL PIPELINE TO CLARK A.B.

PROPOSED PIER SITE OF P.N.

NOTE: LINES ARE SYMBOLIC AND SURVEYS WILL BE REQUIRED TO DELINEATE PRECISE BOUNDARIES

R C ESPIRO
GENERAL AFP
CHAIRMAN RP MILITARY PANEL
DATE .....

L J MAHOR
LIEUTENANT GENERAL USAF
CHAIRMAN US MILITARY PANEL
DATE 11 Dec 1975.....

SCALE 1:25 000
GRAPHIC SCALES
MAQUINAYA BEACH
HALF MOON BEACH
OLONGAPO
KALAKLAN PT.
KALAKLAN BRIDGE
PUBLIC WORKS CENTER
NAVAL STATION
NAVAL BASE
NAVAL SUPPLY DEPOT
ALAVA WHARF
SHIP REPAIR FACILITIES
INNER BASIN
CUBI PT.
LEYTE WHARF
NAGCABAN PT.
BOTON WHARF
NAVAL AIR STATION
PAMOCAN PT.
TRIBOA BAY
PALIIN PT.
NABASAN AMMO WHARF
NAVAL MAGAZINE
GROUP 1
GROUP 2
GROUP 4
GROUP 5
GROUP 6
MORONG ROAD
PRIVATE LOTS
DAPUA PT.
US NAVAL RESERVATION BOUNDARY
NAVAL RESERVATION BOUNDARY
PHILIPPINE NATIONAL HWY NO. 7
KALAYAAN HOUSING AREA
NAVY EXCHANGE
NAVAL SUPPLY DEPOT
CSTR BASIN
SUBIC POWER PLANT
MARINE TERMINAL
RIVERA POINT
BINICTICAN FILTRATION PLANT
MT. MARITAN
BINICTICAN ELEM. SCHOOL
BINICTICAN HOUSING AREA
POL STORAGE
PERMANENT POL STORAGE
NAVAL HOSPITAL AREA
MOUNT SANTA RITA MICRO-WAVE RELAY FACILITY
Santa Rita River
Maba Tuan River
Makunaya River
Jadad River
Binictican River
Mt. Omon River
Boton River
Spec River
Ilanin River
Binaong River

R C ESPINO
GENERAL AFP
CHAIRMAN RP MILITARY PANEL
DATE 11 Dec 1978

L J MANOR
LIEUTENANT GENERAL USAF
CHAIRMAN US MILITARY PANEL
DATE 11 Dec 1978

60-350 O - 80 (In pocket) No. 7

JOHN HAY AIR STATION
RED LINE DEPICTED AREA
YELLOW LINE BASE BOUNDARY
GREEN LINE VOA BOUNDARY
BLUE LINE AMBASSADOR'S RESIDENCE BOUNDARY
(LINES ARE NOT DEFINITIVE AND A JOINT SURVEY WILL BE REQUIRED TO ESTABLISH ACTUAL BOUNDARIES.)
KENNON ROAD
TO DEMONSTRATION MINES
LOAKAN AIRSTRIP
RUNWAY
VOICE OF AMERICA
JADE RECEIVER STATION
TO BALATOC
HYDROELECTRIC POWER PLANT
RUED RIVER
KENNON ROAD

DATE 23 Dec 1978

R. E. LEPINO
General, AFP
Chairman, RP Military Panel

DATE 23 Dec 1978

LEROY J. MANOR
Lieutenant General, USAF
Chairman, U.S. Military Panel

NORTH

MAG NORTH

MAG. DEC. 0° 52' E

DATE

BASE CIVIL ENGINEER

REV	DATE	DESCRIPTION	INITIAL

PLAN REVISIONS

DEPARTMENT OF THE AIR FORCE

DIRECTORATE OF CIVIL ENGINEERING DCS/P&R WASHINGTON, D.C.

PACIFIC AIR FORCES

JOHN HAY AIR BASE

BAGUIO, MT PROVINCE PHILIPPINES

LUZON 1:50,000

EDITION 2 - AMS (AFFE)

SAN ANTONIO

ZAMBALES AMPHIBIOUS TRAINING AREA

LEGEND

PHILIPPINE MILITARY BASE BOUNDARY

TRAINING AREA

NOTE: LINES ARE SYMBOLIC AND SURVEYS WILL BE REQUIRED TO DELINEATE PRECISE BOUNDARIES

R C ESPINO
GENERAL AFP
CHAIRMAN RP MILITARY PANEL
DATE 11 Dec 78

L J MAMOR
LIEUTENANT GENERAL USAF
CHAIRMAN US MILITARY PANEL
DATE 11 Dec 1978

SEA
SOUTH
CALAGUAGUIN BAY
TALISAIN BAY
Tabones Island
NAZASA BAY
PORT SILANGUIN
Silanguin Island
Los Frailes Islands
Silanguin
Sampaloc Point
Biniptican
Sharks Point
Susete Point
Macmany
Cabiraogan
CAWAG RIVER
Cawag
Basilio
Mt Basilio
Mt Silanguin
Deer Creek
Leon Creek
Silanguin River
ZAMBALES
AMPHIBIOUS
TRAINING
AREA

SUBIC WATERSHED
LEGEND
PHILIPPINE MILITARY BASE BOUNDARY
UNITED STATES FACILITY BOUNDARY
POL PIPELINE TO CLARK A.B.
PROPOSED PIER SITE
DEPICTED WATERSHED AREA
NOTE: LINES ARE SYMBOLIC AND SURVEYS WILL BE REQUIRED TO DELINEATE PRECISE BOUNDARIES
SUBIC
CAYUAN PT.
CALAPACUAN PT.
PEQUENA I
MANGA BEACH
MAQUINAYA BEACH
MANSBASO POINT
MAYANGA I
AGUSUHIN PT.
CUBI PT.
PAMOCAN I
TRIBOA
APALIIN PT.
MACMANY PT.
CHANBE I
NABASAN P
ILANIN BAY
CHIQUITA I
CAMAYAN PT.
SUESTE PT.
BINANGA
PORT BINANGA
US NAVAL RESERVATION BOUNDARY
R C ESPINO
GENERAL AFP
CHAIRMAN RP MILITARY PANEL
DATE 11 Dec 1978
L J MANOR
LIEUTENANT GENERAL USAF
CHAIRMAN US MILITARY PANEL
DATE 11 Dec 1978

SCALE 1:25 000
GRAPHIC SCALES
Santa Rita River
PHILIPPINE NATIONAL HWY NO 7
KALAYAAN HOUSING AREA
NAVAL RESERVATION BOUNDARY
HALF MOON BEACH
OLONGAPO
PUBLIC WORKS CENTER
NAVAL STATION
NAVAL BASE
NAVAL SUPPLY DEPOT
ALAVA WHARF
SHIP REPAIR FACILITIES
RIVERA POINT
CSIR BASIN
NAVAL SUPPLY DEPOT
NAVY EXCHANGE
SUBIC POWER PLANT
MARINE TERMINAL
BINICTICAN FILTRATION PLANT
MOUNT SANTA RITA MICRO-WAVE RELAY FACILITY
INNER BASIN
MT. MARITAN
BINICTICAN ELEM. SCHOOL
BINICTICAN HOUSING AREA
LEYTE WHARF
NAGCABAN PT.
BOTON WHARF
NAVAL AIR STATION
POL STORAGE
PERMANENT POL STORAGE
NAVAL HOSPITAL AREA
DAPUA PT.
US NAVAL RESERVATION BOUNDARY
PROVINCE OF BATAAN

WALLACE AIR STATION LAND DELIMIATION MAP

PHILIPPINE BASE BOUNDARY
UNITED STATES FACILITY BOUNDARY
VOICE OF AMERICA
(VOA WILL BE ADDRESSED BY SEPARATE NOTE)
LINES ARE SYMBOLIC AND SURVEYS WILL BE REQUIRED TO DELINEATE PRECISE BOUNDARIES.

14 JULY 1978

R. C. ESPINO
General, AFP
Chairman RP
Military Panel

WILLIAM R. McCLENDON
Rear Admiral, USN
Chairman US
Military Panel

LEGEND:

STRUCTURES

- EXISTING PERMANENT
- EXISTING SEMI-PERMANENT
- EXISTING TEMPORARY
- C.S. EXISTING CONCRETE SLAB

LINEAR STRUCTURES

- EXISTING ANTENNA OR OTHER AS INDICATED

ROADS & PARKING

- EXISTING PAVED ROAD & PARKING
- EXISTING UNPAVED

BOUNDARIES

- EXISTING FENCE
- EXISTING BOUNDARY LINE

NATURAL FEATURES

- 50 INDEX CONTOUR
- INTERMEDIATE CONTOUR
- SHORELINE
- DEPRESSION CONTOURS
- MOUNDS

NOTES:

(1) TOPOGRAPHIC DATA FOR THIS PLAN W
(A) SURVEY PERFORMED BY THE 6200TI I.E. PERSONNEL FROM JULY-SEPTEM
(B) TOPOGRAPHIC MAP PREPARED BY BA SAN FERNANDO LA UNION, DATED 2
(C) MAP OF CAMP WALLACE MILITARY R BY BASE "M" ENGINEER OFFICE IN 1

(2) CONTOUR INTERVALS

(3) SOURCES OF REAL ESTATE DATA ARE
(A) REAL ESTATE SECTION, DIRECTOR DI
(B) THE SHELL CO. OF P.I. LTD "INSTAL NO 14121 DATED 9 OCTOBER 1951
(C) STANDARD VACUUM OIL CO PI DIV "F DRAWING NO 3003 IA DATED 20 DE
(D) CALTEX (PHIL) INC "PROPOSED SITE DRAWING NO P.I. 532 DATED 19 JULY

LAN WERE ACQUIRED FROM
6200TH AIR BASE WING
SEPTEMBER 1954
BY BASE "M" ENGINEER OFFICE
ATED 28 JANUARY 1947
TARY RESERVATION PREPARED
E IN 1946
5 FEET
ARE AS FOLLOWS
OF INSTALLATIONS, 13TH AF HQ
INSTALLATION LAYOUT" DRAWING
1951
DIV "PORO TERMINAL PIPING LAYOUT"
20 DECEMBER 1951
SITE CALTEX OCEAN TERMINAL"
9 JULY 1949

(4) CAMP WALLACE, (WALLACE AIR STATION) WAS ACQUIRED AS A MILITARY RESERVATION BY AN EXECUTIVE ORDER OF THE PRESIDENT OF THE UNITED STATES DATED 1 SEPTEMBER 1903 AND GENERAL ORDER NO 34 WAR DEPARTMENT, 13 OCTOBER 1903

AFTER THE LAST WAR, FORTY (40) PRIVATE LOTS CONSISTING OF 62 ACRES WITHIN THE MILITARY RESERVATION WERE ACQUIRED THROUGH THE PHILIPPINE GOVERNMENT

NORTH
MAGNETIC NORTH

MAG. DEC. 0 - 25'W

200 0 200 400 600
SCALE IN FEET

DATE

BASE CIVIL ENGINEER

REV	DATE	DESCRIPTION	INITIAL
2	[illegible]	[illegible]	[illegible]
	1 DEC 74	MADE UP-TO-DATE	A.D.D

PLAN REVISIONS

DEPARTMENT OF THE AIR FORCE

DIRECTORATE OF CIVIL ENGINEERING DCS P&R WASHINGTON D. C.

PACIFIC AIR FORCES

COMPREHENSIVE PLAN

BASE PLAN

WALLACE AIR STATION

SAN FERNANDO LA UNION, PHILIPPINES

SCALE: 1 INCH = 200 FT | DATE: 30 JAN 73

AIR FORCE REGULATION 96-4

MASTER PLANNING SECTION 4051st DEPD-M
CLARK AIR BASE, ANGELES CITY, R.P.

TAB NO C-1

SHEET 1 OF 1

NOTE

Limits of next larger scale chart are shown in purple. Users should consult chart catalog which may contain later information

91289

PHILIPPINES

WEST COAST OF LUZON

SUBIC BAY

From United States Surveys to 1974
Shoreline and topography from U.S. Navy aerial photography in 1953
Corrected from Notices to Mariners through NM 50, 1977

SOUNDINGS IN FATHOMS
(Under Bases in Fathoms and Feet)
Reduced to Mean Lower Low Water

HEIGHTS IN FEET ABOVE MEAN SEA LEVEL
Contour Interval 100 feet
(Supplementary contours 50 feet)

For Symbols and Abbreviations, see Chart No. 1

TRANSVERSE MERCATOR PROJECTION
LUZON DATUM
SCALE 1:25,000

WORLD GEODETIC SYSTEM DATUM ADJUSTMENT
To place this chart WGS-72 Datum, shift all parallels 3.34 seconds north and all meridians 4.90 seconds west.

K C ESPINO
GENERAL AFP
CHAIRMAN RP MILITARY PANEL
DATE 11 DEC 1978

L J MANOR
LIEUTENANT GENERAL USAF
CHAIRMAN US MILITARY PANEL
DATE 11 DEC 1978

NO DATA AVAILABLE

Port Silanguin

Mt Silanguin

Sampaloc Pt

Agusuhin Pt

Agusuhin River

Mt Cayong

Cabitangan

Cogtong River

Marikaban

Macmac

Macmac Pt

Sueste Pt

Twenty four-foo

91286

A B C D H

1st Ed., Aug. 1902

5 KILOMETERS

YARDS (IN THOUSANDS)

SUBIC BAY WATERS
LEGEND
DEPICTED RESERVED WATERS
PHILIPPINE MILITARY BASE BOUNDARY
UNITED STATES FACILITY BOUNDARY
DESIGNATED ANCHORAGES RESERVED FOR MILITARY USE
CHANNELS
POL PIPELINE TO CLARK A.B.
PROPOSED PIER SITE
NOTE: LINES ARE SYMBOLIC AND SURVEYS WILL BE REQUIRED TO DELINEATE PRECISE BOUNDARIES
SUBIC
PEQUEÑA I.
OLONGAPO
U.S. NAVAL STATION
NAVAL AIR STATION
PORT OLONGAPO
TRIBOD BAY
GRANDE I.
Camayan Pt
PORT BINANGA
VAR 0°13'W (1975)
ANNUAL CHANGE 2'W
14° 50'
53'
52'
51'
49'
48'
47'
46'
45'
44'
14'
15'
16'
17'
120°18'

LUZON 1:50,000

EDITION 2 - AMS (AFFE)

SAN ANTONIO

SHEET 3064 IV
SERIES S711

TABONES TRAINING COMPLEX

LEGEND

TRAINING AREAS

IMPACT AREA

BUFFER AREA

NOTE: LINES ARE SYMBOLIC AND SURVEYS WILL BE REQUIRED TO DELINEATE PRECISE BOUNDARIES

R C ESPINO
GENERAL AFP
CHAIRMAN RP MILITARY PANEL
DATE 23 Dec 1978

L J MANOR
LIEUTENANT GENERAL USAF
CHAIRMAN US MILITARY PANEL
DATE 23 Dec 1978

LEON CREEK
WILD HORSE CREEK
S.W. ZAMBALES
BUFFER AREA
NAZASA BAY
PORT SILANGUIN
TALISAIN BAY
SUBIC BAY
ILANIN BAY
SOUTH
CALAGUAGUIN
CANAO RIVER
Mt Basilio
Mt Redonda
Mt Silanguin
Silanguin Island
Los Frailes Islands
Taboc Island
Grande Island
Chiquita Island
Calapandayan
Calapacuan Point
Mt Panaingan
Pequeña Island
Mayanga Island
Mariveles Point
Aguasuhin Point
Sharks Point
Sueste Point
Sampaloc Point
Biniptican Point
Macmony Point
Binanga Point
Ilanin Point
Cawag
Cagsuan Point
Coral
Coral reef
rocky
mud
sand