United States Treaties and Other International Agreements

VOLUME 21

IN THREE PARTS

Part 2

1970

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

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

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REPUBLIC OF KOREA

Agricultural Commodities

Agreement signed at Seoul March 20, 1970; Entered into force March 20, 1970.

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

The Government of the United States of America and the Government of the Republic of Korea have agreed to the sales of the agricultural commodities specified below. This Agreement shall consist of the Preamble, Parts I and III, and the Local Currency Annex of the Agreement signed March 25, 1967, and the Convertible Local Currency Credit Annex of the Supplementary Agreement signed October 23, 1968, [1] together with the following Part II:

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table:

A. Convertible Local Currency Credit

Commodity	Supply Period	Approximate Maximum Quantity	Maximum Export Market Value (Millions)
Rice (brown basis)	United States Calendar Year 1970	270,000 metric tons	$40. 5
		SUB-TOTAL	$40. 5

B. Local Currency Terms

Wheat/Wheat flour	United States Calendar Year 1970	650,000 metric tons	$35. 4
Cotton	United States Calendar Year 1970	160,000 bales	$18. 4
		SUB-TOTAL	$53. 8
		TOTAL	$94. 3

[1] TIAS 6272, 6595; 18 UST 1228; 19 UST 7541.

ITEM II. Payment Terms:

A. Convertible Local Currency Credit

1. Initial Payment – None
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 the First Installment Payment – 10 years after the date of the last delivery of commodities in each calendar year
6. Initial Interest Rate – 2 percent
7. Continuing Interest Rate – 3 percent

B. Local Currency Terms

1. Initial Payment – None
2. Proportions of Local Currency Indicated for Specified Purposes:
   a. U.S. expenditures – 34 percent
   b. Section 104(e) loans to private enterprise – 6 percent
   c. Section 104(c) grant for common defense – 60 percent
3. Convertibility:
   a. Section 104(b)(1) purposes – $1,076,000.
   b. Section 104(b)(2) purposes – $150,000.

ITEM III. Usual Marketing Table:

Commodity	Import Period	Usual Marketing Requirement
Cotton	United States Calendar Year 1970	60,000 bales of which 55,000 bales shall be from the United States. Of the 60,000 bales at least 30,000 bales shall be imported by June 30; 45,000 bales by September 30; and 60,000 bales by December 31.
Wheat/Wheat flour	United States Calendar Year 1970	270,000 metric tons
Rice	United States Calendar Year 1970	None

ITEM IV. Export Limitations:

A. With respect to each commodity financed under this Agreement, the export limitation period for the same or like commodity shall be the supply periods indicated in Item I and each subsequent period during which the commodity financed under this Agreement that is the same or like such commodity, is being imported.

B. For the purposes of Part I, Article III A 3 of the Agreement, the commodities considered to be the same as, or like, the commodities

imported under this Agreement are: for wheat/wheat flour—food grains; for cotton—cotton, including cotton content of textiles or yarns; and for rice—rice in the form of paddy, or brown, or milled rice.

C. Permissible Exports – If Korea's textile exports during CY 1970 exceed the cotton content of 60,000 bales, the Government of the Republic of Korea agrees to import from the United States with its own resources raw cotton equivalent by weight to the cotton content of such excess textile exports.

ITEM V. Self-Help Measures:

The Government of the importing country is undertaking:

1. To review and further revise grain price policies to provide further incentives for farmers to increase production.

2. To make the necessary arrangements, including the provision of funds for subsidies and loans, to:

a. Encourage private production, marketing and distribution of limestone for use in agriculture;

b. Distribute at least 500,000 metric tons of limestone and make every reasonable effort to reach the target of 750,000 metric tons of limestone for use on Korean farms during the 12-month period following the signing of this Agreement.

3. To provide sufficient funds from budgetary and other sources to insure that:

a. Adequate credit is available to farmers to increase fertilizer application by at least 15 percent during the 12-month period;

b. A major program of medium and long-term farm credit to increase agricultural production is established.

4. To continue to expand and improve seed research and dissemination of new seed varieties, and seed marketing and processing facilities.

5. To strengthen domestic food marketing through improved grading, storage and transportation facilities and encouragement of maximum participation by private commercial enterprise.

6. To continue to develop a comprehensive land and water use policy based on economic feasibility analyses of alternative land development, irrigation and conservation projects, with the aim of achieving maximum economic returns and enhance the position of farmer controlled enterprises.

7. To develop and implement forward-looking farm mechanization policies which will consider both economic returns and social impact, and which will enhance the position of farmer controlled enterprises.

8. To adopt policies which encourage and strengthen member control of farmer organizations.

9. To broaden present crop protection programs and activities to include protection against rodents and to extend this protection to stored grains.

10. To conduct a thorough and comprehensive analysis of the agricultural sector.

11. To support the continued improvement of the National Family Planning Program by:

a. Allocating sufficient budget funds to the Bureau of Statistics for the improvement of vital statistics registration;

b. Improving the organizational logistics management of the Family Planning Program within the Ministry of Health and Social Affairs and provide budgetary support for such action;

c. Expanding the operational budget for family planning and increase construction of health centers and health subcenters;

d. Making every possible effort to assign all Government family planning personnel as a part of the regular civil service.

ITEM VI. Economic Development Purposes for Which Proceeds Accruing to the Importing Country are to be Used:

The proceeds accruing to the Government of the importing country under the Convertible Local Currency Credit portion of the Agreement will be used to capitalize agricultural and grain price stabilization accounts, except for the won equivalent of $15,000,000 of such generations capitalizing the National Agricultural Cooperatives Federation fertilizer account.

ITEM VII. Ocean Freight Financing:

The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in United States flag vessels, but notwithstanding the provisions of paragraph 1 of the Convertible Local Currency Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

ITEM VIII. Other Provisions:

In addition to any local currency authorized for sale under Section 104(j) of the Act, the Government of the exporting country may utilize local currency in the importing country to pay for travel which is part of a trip in which the traveler travels from, to, or through the importing country. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the exporting country or in connection with activities financed by the Government of the exporting country. It is further

understood that the travel for which local currency may be utilized shall not be limited to services provided by the transportation facilities of the importing country.

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

DONE at Seoul, Korea, in duplicate, this 20th day of March 1970.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

WILLIAM J. PORTER

William J. Porter
Ambassador of the United States of America

FOR THE GOVERNMENT OF THE REPUBLIC OF KOREA:

KIM, HAK-YUL

Kim Hak-Yul
Deputy Prime Minister and Minister, Economic Planning Board

TURKEY

Agricultural Commodities

Agreement signed at Ankara March 16, 1970;
Entered into force March 16, 1970.

SECOND SUPPLEMENTARY AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF TURKEY FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of Turkey, as a second supplement to the Agreement for Sales of Agricultural Commodities between the two Governments signed on February 6, 1969 [1] (hereafter referred to as the February Agreement), have agreed to the sales of commodities as specified below. This agreement shall consist of the Preamble, Parts I and III, and the Convertible Local Currency Credit (CLCC) Annex of the February Agreement and 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)
Wheat/wheat flour	1970	200, 000	$10. 3

ITEM II. Payment Terms:

Convertible Local Currency Credit

1. Initial Payment – 25 percent
2. Currency Use Payment – None
3. Number of Installment Payments – 31
4. Amount of Each Installment Payment – Approximately equal annual amounts

[1] TIAS 6645, 6751; 20 UST 438, 2813.

5. Due Date of First Installment Payment – Ten years after date of last delivery of commodity in each calendar year
6. Initial Interest Rate – 2 percent
7. Continuing Interest Rate – 3 percent

ITEM III. Usual Marketing Requirements: None

ITEM IV. Export Limitations:

A. With respect to the commodity financed under this agreement, the export limitation period for same or like commodities shall be U.S. FY 1970 and that part of any subsequent fiscal year during which relevant commodities financed under this agreement are being imported and utilized.

B. For the purpose of Part I, Article III A 3, of the agreement, commodities considered to be same as, or like, commodities imported under this agreement are: Wheat/wheat flour, including wheat and wheat products, rye, rice and corn.

ITEM V. Self-Help Measures:

The Government of Turkey reaffirms the self-help measures contained in the agreement of November 3, 1969, as amended December 19, 1969. [1]

ITEM VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be Used:

The proceeds accruing to the importing country from sales of commodities received under this agreement shall be devoted to achievement of the self-help measures set forth above and to other economic development objectives as mutually agreed upon.

ITEM VII. Other Provisions:

The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in United States flag vessels but, notwithstanding the provisions of paragraph 1 of the Convertible Local Currency Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

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

DONE at Ankara, in duplicate, this 16th day of March, 1970.

FOR THE GOVERNMENT OF TURKEY	FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA
M. EREZ	WILLIAM J. HANDLEY

[1] TIAS 6784, 6802; 20 UST 3052, 4096.

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Atomic Energy: Cooperation for Mutual Defense Purposes

Agreement amending the agreement of July 3, 1958, as amended. Signed at Washington October 16, 1969; Entered into force April 8, 1970.

AMENDMENT TO THE AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE UNITED KINGDOM OF
GREAT BRITAIN AND NORTHERN IRELAND
FOR COOPERATION ON THE USES OF ATOMIC ENERGY
FOR MUTUAL DEFENSE PURPOSES OF JULY 3, 1958

The Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland on its own behalf and on behalf of the United Kingdom Atomic Energy Authority;

Desiring to amend in certain respects the Agreement for Cooperation on the Uses of Atomic Energy for Mutual Defense Purposes, signed at Washington on the third day of July 1958, as amended, [1]

Have agreed as follows:

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[1] TIAS 4078, 4267, 6659; 9 UST 1028; 10 UST 1274; 20 UST 518.

ARTICLE 1

Article III bis of the Agreement for Cooperation shall be amended as follows:

The words "December 31, 1969" in paragraphs A and C thereof shall be deleted and the words "December 31, 1974" shall be substituted therefor.

ARTICLE 2

This Amendment, which shall be regarded as an integral part of the Agreement for Cooperation, shall enter into force on the date on which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of this Amendment. [1]

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

DONE at Washington this sixteenth day of October, 1969, in two original texts.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

[2]

Wilfrid E. Johnson [3]

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

John Freeman [4]

[1] Apr. 8, 1970.
[2] M. J. Hillenbrand.
[3] Wilfrid E. Johnson.
[4] John Freeman.

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VIET-NAM

Agricultural Commodities

Agreement signed at Saigon March 25, 1970;
Entered into force March 25, 1970.

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

The Government of the United States of America and the Government of the Republic of Vietnam as the eleventh supplement to the Agreement for Sales of Agricultural Commodities between the two Governments signed on March 13, 1967 [1] (hereinafter referred to as the March Agreement), have agreed to sales of commodities specified below. This supplementary agreement shall consist of the Preamble, Parts I and III, and the Local Currency Annex of the March Agreement, together with the following Part II.

PART II - Particular Provisions

ITEM I. Commodity Table:

Commodity	Supply Period (United States Calendar Year)	Approximate Maximum Quantity	Maximum Export Market Value (Millions)
Rice	1970	150,000 metric tons	$25.2

ITEM II. Payment Terms:

Local Currency Terms:

A. Proportions of Local Currency Indicated for Specific Purposes:

1. United States expenditures - 20 percent.
2. Section 104(c) - 80 percent on a grant basis to the Government of the importing country to be used as mutually agreed

[1] TIAS 6271; 18 UST 1219.

by the two Governments. If agreement is not reached on the use of this local currency within three years from the date of this agreement, the Government of the exporting country may make available for any purpose authorized by Section 104 of the Act [2] any of the local currency with respect to which such agreement is not reached.

B. Convertibility: Section 104(b)(1) - $504,000.

C. Exchange Rate: Under the current Vietnamese exchange system, the amount of piastres to be deposited against dollar disbursements by the Government of the United States of America shall be computed at the official rate of 80 piastres per United States dollar plus an economic consolidation surtax of 38 piastres per dollar, resulting in an effective rate of 118 piastres per dollar.

ITEM III. Usual Marketing Table: None

ITEM IV. Export Limitations:

A. With respect to each commodity financed under this agreement, the export limitation period for the same or a like commodity shall be the period including United States Calendar Year 1970 and extending through any subsequent United States Calendar Year, if any, during which such commodity financed under this agreement is being imported or utilized.

B. For the purposes of Part I, Article III A (3) of the agreement, the commodities considered to be the same as, or like, the commodities financed under this agreement are: for rice - food grains, including rice in the form of paddy, brown and/or milled.

ITEM V. Self-Help Measures:

In consideration of Section 109(a) of the Act, the Government of the Republic of Vietnam agrees to:

A. Improve the system for distributing imported rice to Central Vietnam by establishing:

1. A centralized port warehousing system under direct control of the Ministry of Economy;
2. A controlled system to account for and verify the condition of rice cargoes as they are discharged from vessels in port; and
3. A strict accounting system that will ensure prompt reimbursement of the Ministry of Economy for rice allocated to the provinces.

B. Improve off-loading procedures in Vietnam ports so as to reduce time currently devoted to unloading.

[2] 80 Stat. 1528; 7 U.S.C. § 1704.

C. Rationalize structure of rice prices in Central Vietnam so as to reduce artificial and inflated demand for rice in that region.

D. Implement purchase and storage program for Delta rice that will provide adequate deficit area stocks of approximately 100–150,000 metric tons.

E. Implement a program of rice price support or selective direct purchases or as necessary mortgage contracts in order to increase movement of rice from Delta to Saigon and other deficit areas.

F. Remove control procedures that hinder movement of rice from Delta to Saigon in free market channels.

G. Liberalize importation of licensing of small rice mills (three metric tons per day capacity), rice dryers, water pumps, tillers, and other farm inputs.

H. Continue steps to improve transportation system and port facilities so that rice can be shipped from Delta direct to ports in Central Vietnam.

ITEM VI. Other Provisions:

1. In addition to any local currency authorized for sale under Section 104(j) of the Act, the Government of the exporting country may utilize local currency in the importing country to pay for travel which is part of a trip in which the traveler travels from, to or through the importing country. It is understood that these funds are intended to cover only travel by persons who are travelling on official business for the Government of the exporting country or in connection with activities financed by the Government of the exporting country. It is further understood that the travel for which local currency may be utilized shall not be limited to services provided by the transportation facilities for the importing country.

2. The Government of the importing country undertakes to settle promptly all valid demurrage claims arising from the transportation of rice provided under this agreement.

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

DONE AT Saigon, in duplicate, this 25th day of March 1970.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

ELLSWORTH BUNKER

Ellsworth Bunker
American Ambassador

FOR THE GOVERNMENT OF THE REPUBLIC OF VIETNAM

N K TINH

Ngo Khac Tinh
Minister of Information
Acting Minister of Foreign Affairs

[SEAL]

TIAS 6862

DOMINICAN REPUBLIC

Agricultural Commodities

Agreement signed at Santo Domingo March 31, 1970; Entered into force March 31, 1970.

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

The Government of the United States of America and the Government of the Dominican Republic, in furtherance of the Alliance for Progress, and

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America (hereinafter referred to as the exporting country) and the Dominican 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 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

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

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, including the Dollar Credit Annex which is an integral part of this agreement.

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

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

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

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

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

F. The Government of the exporting country shall bear the ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodities sold under the agreement). The ocean freight differential is deemed to be the

amount, as determined by the Government of the exporting country, by which the cost of ocean transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be transported in United States flag vessels. The Government of the importing country shall have no responsibility to reimburse the Government of the exporting country or to deposit any local currency of the importing country for the ocean freight differential borne by the Government of the exporting country.

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

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

ARTICLE II

A. Initial Payment

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

B. Type of Financing

Sales of the commodities specified in Part II shall be financed in accordance with the type of financing indicated therein, and special provisions relating to the sale are also set forth in Part II and in the Dollar Credit Annex.

C. Deposit of Payments

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

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

2. Dollar payments shall be remitted to the Treasurer, Com-

modity Credit Corporation, United States Department of Agriculture, Washington, D.C. 20250, unless another method of payment is agreed upon by the two Governments.

ARTICLE III

A. World Trade

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

1. insure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country will equal at least the quantities of agricultural commodities as may be specified in the usual marketing table set forth in Part II during each import period specified in the table and during each subsequent comparable period in which commodities financed under this agreement are being delivered. The imports of commodities to satisfy these usual marketing requirements for each import period shall be in addition to purchases financed under this agreement.

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

3. take all possible measures to prevent the export of any commodity of either domestic or foreign origin which is the same as the commodities financed under this agreement during the export limitation period specified in the export limitation table in Part II (except as may be specified in Part II or where such export is otherwise specifically approved by the Government of the United States of America).

B. Private Trade

In carrying out this agreement, the two Governments shall seek to assure conditions of commerce permitting private traders to function effectively.

C. Agricultural Improvement Program

Part II describes the program, in furtherance of the goals set forth in the Charter of Punta del Este,[1] that the Government of the im-

[1] *Department of State Bulletin*, Sept. 11, 1961, p. 462.

porting 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 program.

D. Reporting

In addition to any other reports agreed upon by the two Governments, the Government of the importing country shall furnish at least quarterly for the supply period specified in Item I, Part II of this agreement and any subsequent comparable period during which commodities purchased under this agreement are being imported or utilized:

1. the following information in connection with each shipment of commodities received under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or, if shipped where shipped;
2. a statement by it showing the progress made toward fulfilling the usual marketing requirements;
3. a statement of the measures it has taken to implement the provisions of sections A 2 and 3 of this Article; and
4. statistical data on imports and exports by country of origin or destination of commodities which are the same as 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 of the amounts financed with respect to the commodities delivered during each calendar year. The Commodity Credit Corporation of the exporting country and the Government of the importing country may make such adjustments in the credit accounts as they mutually decide are appropriate.

F. Definitions

For the purpose of this agreement:

1. delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier,
2. import shall be deemed to have occurred when the commodity has entered the country, and passed through customs, if any, of the importing country, and
3. utilization shall be deemed to have occurred when the commodity is sold to the trade within the importing country

without restriction on its use within the country or otherwise distributed to the consumer within the country.

G. Applicable Exchange Rate

For the purposes of this agreement, the applicable exchange rate for determining the amount of any local currency to be paid to the Government of the exporting country shall be a rate which is not less favorable to the Government of the exporting country than the highest of exchange rates legally obtainable in the importing country and which is not less favorable to the Government of the exporting country than the highest of exchange rates obtainable by any other nation. With respect to local currency:

1. As long as a unitary exchange rate system is maintained by the Government of the importing country, the applicable exchange rate will be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency.

2. If a unitary rate system is not maintained, the applicable rate will be the rate (as mutually agreed by the two Governments) that fulfills the requirements of the first sentence of this section G.

H. Consultation

The two Governments shall, upon request of either of them, consult regarding any matter arising under this agreement, including the operation of arrangements carried out pursuant to this agreement.

I. Identification and Publicity

The Government of the importing country shall undertake such measures as may be mutually agreed prior to delivery for the identification of food commodities at points of distribution in the importing country, and for publicity as provided for in subsection 103 (1) of the Act.

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table

Commodity	Supply Period	Approximate Maximum Quantity	Maximum Export Market Value
	(United States Fiscal Year)	(Metric Tons)	(1,000)
Wheat	1970	83, 000	$5, 204
Soybean and/or cottonseed oil	1970	5, 000	1, 430
Tobacco, unmanufactured and/or tobacco products	1970	938	2, 378
		TOTAL	$9, 012

ITEM II. Payment Terms:

Dollar Credit

1. Initial Payment – 5 percent
2. Number of Installment Payments–19
3. Amount of Each Installment – approximately equal annual amounts
4. Due Date of First Installment Payment – 2 years after date of last delivery of commodities in each calendar year
5. Initial Interest Rate – 2 percent
6. Continuing Interest Rate – 3 percent

ITEM III. Usual Marketing Requirements: None

ITEM IV. Export Limitations:

A. The export limitation period shall begin with the effective date of this agreement and end on the final date on which said commodities financed under this agreement are being imported or utilized.

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

C. Permissible Exports

Commodity	Quantity (Metric Tons)	Period During Which Such Exports are Permitted (United States Fiscal Year)
Edible vegetable oils and oil bearing materials (oil equivalent terms)	4,500	1970

ITEM V. Self-Help Measures

To advance the comprehensive program in the agricultural sector which it has undertaken to increase production, marketing and distribution of commodities for domestic consumption, to raise farm income and to improve living conditions the Government of the Dominican Republic will continue:

1. To develop an improved price support mechanism (together with implementation of a system of grades, standards, and quality control) in the new Price Stabilization Institute to regulate the prices of the principal storable non-perishable farm commodities in order to assure the consumer adequate supplies and the farmer a sure market at fair prices, while seeking to avoid uneconomic production exceeding internal requirements. To this end, the Government of the Dominican Republic will support the prices of basic storable commodities as the construction of storage facilities and development of the Price Stabilization Institute allow.

2. To review and improve the organization of operations of the Agricultural Bank in line with the recommendations made by the high level committee appointed by the GODR which reviewed the Pico report.

3. To strengthen its systems of collections, computation and analysis of statistics so as to better measure the availability of agricultural inputs and progress in expanding the production of agricultural commodities.

ITEM VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be Used:

For purposes specified in Item V and for other economic development purposes as may be mutually agreed upon.

ITEM VII. Ocean Freight Financing

The Government of the exporting country shall bear the cost of the ocean freight differential for commodities it requires to be carried on U.S. flag vessels but, notwithstanding the provisions of paragraph 1 of the dollar credit annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

PART III - FINAL PROVISIONS

A. This agreement may be terminated by either Government by notice of termination to the other Government. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.

B. This agreement shall enter into force upon signature.

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

DONE at Santo Domingo, in duplicate, this thirty-first day of March 1970.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

FRANCIS E. MELOY, JR.

FOR THE GOVERNMENT OF THE DOMINICAN REPUBLIC

J. BALAGUER

DOLLAR CREDIT ANNEX TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE DOMINICAN REPUBLIC FOR SALES OF AGRICULTURAL COMMODITIES

The following provisions apply with respect to the sales of commodities financed on dollar credit terms:

1. In addition to bearing the cost of ocean freight differential as provided in Part I, Article I F, of this agreement, the Government of the exporting country will finance on credit terms the balance of the costs for ocean transportation of those commodities that are required to be carried in United States flag vessels. The amount for ocean transportation (estimated) included in any commodity table specifying credit terms does not include the ocean freight differential to be borne by the Government of the exporting country and is only an estimate of the amount that will be necessary to cover the ocean transportation costs to be financed on credit terms by the Government of the exporting country. If this estimate is not sufficient to cover these costs, additional financing on credit terms shall be provided by the Government of the exporting country to cover them.

2. 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:

a. 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, and

b. The ocean transportation costs financed by the Government of the exporting country in accordance with paragraph 1 of this annex (but not the ocean freight differential).

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

3. Interest on the unpaid balance of the principal due the Government of the exporting country for commodities delivered in each calendar year under this agreement shall begin on the date of last delivery of these commodities in such calendar year. Interest shall be paid not later than the due date of each installment payment of principal, except that if the date of the first installment is more than

a year after such date of last delivery, the first payment of interest shall be made not later than the anniversary date of such date of last delivery and thereafter payment of interest shall be made not later than the due date of each installment payment of principal. For the period from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

4. The Government of the importing country shall deposit the proceeds accruing to it from the sale of commodities financed under this agreement (upon the sale of the commodities within the importing country) in a special account in its name that will be used for the sole purpose of holding the proceeds covered by this paragraph. Withdrawals from this account shall be made for the economic development purposes specified in Part II of this agreement in accordance with procedures mutually satisfactory to the two Governments. The total amount deposited under this paragraph shall not be less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities including the related ocean transportation costs other than the ocean freight differential. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or nongovernmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish, in such form and at such times as may be requested by the Government of the exporting country, but not less frequently than on an annual basis, reports containing relevant information concerning the accumulation and use of these proceeds, including information concerning the programs for which these proceeds are used, and, when the proceeds are used for loans, the prevailing rate of interest for comparable loans in the importing country.

5. The computation of the initial payment under Part I, Article II, A of this agreement and all computations of principal and interest under numbered paragraphs 2 and 3 of this annex shall be made in United States dollars.

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

a. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be

converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations in the importing country, or

b. The 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.

ACUERDO ENTRE EL GOBIERO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE LA REPUBLICA DOMINICANA PARA LA VENTA DE PRODUCTOS AGRICOLAS

El Gobierno de los Estados Unidos de América y el Gobierno de la República Dominicana, en promoción de la Alianza para el Progreso, y

Reconociendo la conveniencia de ampliar el comercio de productos agrícolas entre los Estados Unidos de América (de aquí en adelante denominado el país exportador) y la República Dominicana (de aquí en adelante denominada el país importador) y otros país amigos en una forma que no desplace el mercadeo normal del país exportador para tales productos ni altere indebidamente los precios mundiales de productos agrícolas ni las normas usuales del intercambio comercial con países amigos;

Considerando la importancia que revisten para los países en vías de desarrollo los esfuerzos que realicen para fomentar su propio bienestar y autonomía económica, incluyendo esfuerzos para resolver sus problemas de producción de alimentos y de crecimiento demográfico;

Reconociendo la política del país exportador de emplear su productividad agrícola para luchar contra el hambre y la desnutrición en los países en vías de desarrollo, de estimular a dichos países a que mejoren su propia producción agrícola y de prestarles ayuda en su desarrollo económico;

Reconociendo la determinación del país importador ed mejorar su propia producción, almacenamiento y distribución de productos agrícolas alimenticios, inclusive reducir el desperidicio de productos alimenticios en todas las fases de su elaboración;

Deseando dejar sentadas las bases de entendimiento que regularán las ventas de productos agrícolas al país importador, de acuerdo con el título I de la Ley de Ayuda y Desarrollo del Comercio Agrícola, con sus enmiendas (de aquí en adelante denominada la Ley), y las medidas que ambos gobiernos tomarán, en forma individual y colectiva, para fomentar las políticas señaladas anteriormente;

Han acordado lo siguiente:

PARTE I - DISPOSICIONES GENERALES

ARTICULO I

A. El Gobierno del país exportador se compromete a financiar la venta de productos agrícolas a compradores autorizados por el Gobierno del país importador de conformidad con los términos y condiciones del presente Acuerdo, incluyéndose el Anexo Relativo al Crédito en Dólares que forma parte integral del presente Acuerdo.

B. El financiamiento de los productos agrícolas indicados en la Parte II del presente Acuerdo estará sujeto a:

1. la emisión por el Gobierno del país exportador de autorizaciones para compras y su aceptación por el Gobierno del país importador; y
2. la disponibilidad de los productos indicados en la fecha de exportación.

C. Las autorizaciones para compras deberán solicitarse dentro de un plazo de 90 días a partir de la fecha de entrada en vigor del presente Acuerdo y, respecto a cualquier producto o cantidades de productos adicionales que se disponga en cualquier acuerdo suplementario, dentro de un plazo de 90 días a partir de la fecha de entrada en vigor de tal acuerdo suplementario. Las autorizaciones para compras incluirán disposiciones relativas a la venta y entrega de tales productos así como a otros asuntos pertinentes.

D. Salvo cuando pueda ser autorizado por el Gobierno del país exportador, todas las entregas de productos vendidos de conformidad con el presente Acuerdo se llevarán a cabo dentro de los períodos de entrega que se indican en la tabla de productos de la Parte II.

E. El valor de la cantidad total de cada producto incluído en las autorizaciones de compra para un tipo específico de financiamiento autorizado conforme al presente Acuerdo, no podrá exceder del valor máximo en el mercado de exportación señalado para dicho producto y tipo de financiamiento en la Parte II. El Gobierno del país exportador podrá limitar el valor total de cada producto a incluirse en las autorizaciones de compra para un tipo específico de financiamiento según las bajas de precios u otros factores del mercadeo que así lo exijan, de tal manera que las cantidades de dicho producto vendidas conforme a un tipo específico de financiamiento no excedan en forma sustancial la respectiva cantidad máxima aproximada que se especifica en la Parte II.

F. El Gobierno del país exportador asumirá el costo del diferencial del transporte marítimo para los productos que el Gobierno del país exportador exija que sean transportados en barcos de bandera de los Estados Unidos (aproximadamente un cincuenta por ciento del tonelaje de los productos vendidos según el Acuerdo). El diferencia

del costo del transporte marítimo es la cantidad, según lo determine el Gobierno del país exportador, que sobrepasa el costo del transporte marítimo (que de otra forma sería el costo normal) debido al requisito de que los productos sean transportados en barcos de bandera de los Estados Unidos. El Gobierno del país importador no tendrá la obligación de reembolsar al Gobierno del país exportador o de hacer un depósito en moneda nacional del país importador para cubrir el costo diferencial del transporte marítimo sufragado por el Gobierno del país exportador.

G. Inmediatamente después de contratar espacio de carga en barcos de bandera de los Estados Unidos para los productos que se exige sean transportados en barcos de bandera de los Estados Unidos, y en ningún caso con posterioridad a la presentación de los barcos para ser cargados, el Gobierno del país importador o los compradores autorizados por éste abrirán una carta de crédito en dólares de los Estados Unidos por el valor calculado del flete marítimo de tales productos.

H. El financiamiento, la venta y la entrega de productos bajo el presente Acuerdo podrán darse por terminados por cualquiera de los dos Gobiernos si dicho Gobierno determinare que debido a que las condiciones han cambiado, es innecesario o inconveniente continuar tal financiamiento, venta o entrega.

ARTICULO II

A. Page Inicial

El Gobierno del país importador pagará, o hará pagar, el pago inicial que se especifique en la Parte II del presente Acuerdo. El importe de este pago ascenderá a la proporción del precio de compra (excluyendo cualquier costo de transporte marítimo que se haya incluído en este último) igual al porcentage especificado como pago inicial en la Parte II, y el pago se hará en dólares de los EE.UU. de conformidad con la autorización de compra respectiva.

B. Tipo de Financiamiento

Las ventas de los productos especificados en la Parte II se financiarán de acuerdo con el tipo de financiamiento indicado en la misma, y en dicha Parte II y en el Anexo Relativo al Crédito en Dólares también se han expuesto disposiciones especiales respecto a la venta.

C. Depósito de los Pagos

El Gobierno del país importador entregará, o hará entregar, pagos al Gobierno del país exportador en las monedas, cantidades y al tipo de cambio que se especifique en otra parte del presente Acuerdo, en la forma siguiente:

1. Los pagos en la moneda nacional del país importador (de aquí en adelante denominada moneda nacional), se depositarán a

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favor de los Estados Unidos de América en cuentas que devenguen interés en bancos seleccionados por el Gobierno de los Estados Unidos de América en el país importador.

2. Los pagos en dólares de los EE.UU. se remitirán al Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Washington, D.C. 20250, a menos que los dos Gobiernos convengan en otro método de pago.

ARTICULO III

A. Comercio Mundial

Los dos Gobiernos tomarán precauciones razonables para asegurar que las ventas de los productos agrícolas hechas conforme al presente Acuerdo no desplacen los mercados corrientes del país exportador para tales productos, ni alteren indebidamente los precios mundiales de productos agrícolas o los patrones normales del intercambio comercial con países que el Gobierno del país exportador considera como naciones amigas (denominadas en el presente Acuerdo como países amigos). Paia llevar a la práctica esta disposición, el Gobierno del país importador deberá:

1. asegurar que el total de las importaciones procedentes del país exportador y de otros países amigos al país importador, pagadas con los recursos de este último, sea por lo menos igual a las cantidades de productos agrícolas que se especificaren en la tabla de demandas normales del mercado de la Parte II durante cada período de importación señalado en la tabla y durante cada período posterior equivalente en el que se estén entregando los productos financiados bajo el presente Acuerdo. Las importaciones de productos para satisfacer dichas demandas normales del mercado para cada período de importación serán adicionales a las compras financiadas conforme al presente Acuerdo.

2. adopotar todas las medidas posibles a fin de evitar la reventa, el desvío en ruta o el reembarque a otros países o el uso para otros fines que no sean los domésticos, de los productos agrícolas comprados en virtud del presente Acuerdo (salvo cuando dicha reventa, desvío en ruta, reembarque o uso hayan sido específicamente aprobados por el Gobierno de los Estados Unidos de América); y

3. tomar todas las medidas posibles para evitar la exportación de cualquier producto, de origen nacional o extranjero que sea igual a los productos financiados de conformidad con el presente Acuerdo durante el período de limitación de exportaciones especificado en la tabla de limitaciones de exportaciones de la Parte II (salvo según se especificaren en la Parte II o cuando dicha exportación sea de otra forma específicamente aprobada por el Gobierno de los Estados Unidos de América).

B. Comercio Particular

En la ejecución del presente Acuerdo, los dos Gobiernos tratarán de asegurar condiciones de comercio que permitan a los comerciantes particulares desenvolverse en forma eficaz.

C. Programa de Mejoramiento Agrícola

En la Parte II se describe el programa, en fomento de las metas puestas en marcha en la Carta de Punta del Este, que el Gobierno del país importador está realizando para mejorar la producción, el almacenamiento y la distribución de productos agrícolas. El Gobierno del país importador presentará, en la forma y fecha que solicite el Gobierno del país exportador, un informe sobre el progreso que el Gobierno del país importador está alcanzando en la puesta en práctica de tales programas.

D. Informes

Además de cualesquier otros informes que se acuerden entre los dos Gobiernos, el Gobierno del país importador presentará, por lo menos trimestralmente durante el período de entrega especificado en el Punto I de la Parte II de este Acuerdo y cualquier período comparable subsiguiente durante el cual los productosco mprados conforme a este Acuerdo se importen o utilicen:

1. la información siguiente respecto a cada embarque de productos que se haya recibido conforme al Acuerdo: el nombre de cada barco; la fecha de llegada; el puerto de arribo; el producto recibido y su cantidad recibida; el estado en que se recibió; la fecha en que se terminó su descarga y el destino de la carga; p. ej., almacenada, distribuida localmente o, si fue enviada, a qué lugar;

2. una declaración que indique el progreso alcanzado para satisfacer las demandas normales del mercado;

3. una declaración que indique las medidas que ha tomado para aplicar las disposiciones de las secciones A 2 y 3 dcl presente artículo; y

4. datos estadísticos sobre importaciones y exportaciones por país de origen o de destino de los productos que sean iguales o parecidos a los importados conforme al presente Acuerdo.

E. Procedimientos para la Conciliación y Ajuste de las Cuentas

Los dos Gobiernos establecerán los procedimientos adecuados para facilitar la conciliación de sus respectivas cuentas de las cantidades financiadas respecto a los productos entregados durante cada año civil. La Commodity Credit Corporation del país exportador y el Gobierno del país importador podrán realizar los ajustes en las cuentas de crédito que mutuamente acuerden sean apropiados.

F. Definiciones

Para los fines del presente Acuerdo:

1. se considerará que la entrega ha tenido lugar en la fecha de carga indicada en el conocimiento de embarque que haya sido suscrito en nombre del transportador,
2. se considerará que la importación ha tenido lugar cuando el producto haya ingresado al país y haya pasado por la aduana, si la hubiere, del país importador, y
3. se considerará que el uso ha tenido lugar cuando el producto haya sido vendido al comercio dentro del país importador sin restricción en cuanto a su uso dentro del país o haya sido distribuido de otra forma al consumidor dentro del país.

G. Tipo de Cambio Aplicable

Para los fines del presente Acuerdo, el tipo de cambio que se aplicará para determinar la cantidad de moneda nacional pagadera al Gobierno del país exportador será un tipo de cambio que no sea menos favorable al Gobierno del país exportador que el tipo más alto que pueda obtenerse legalmente en el país importador y que no sea menos favorable al Gobierno del país exportador que el tipo más alto que pueda obtener cualquier otro país. En relación a la moneda nacional:

1. Siempre y cuando el Gobierno del país importador mantenga un sistema unitario de tipo de cambio, el tipo de cambio que se aplicará será el mismo que emplea la autoridad monetaria central del país importador, o su representante autorizado, para comprar divisas con moneda nacional.
2. Si el Gobierno del país importador no mantiene un sistema unitario de pito de cambio, el tipo de cambio que se aplicará será el que (según lo acuerden mutuamento ambos Gobiernos) cumpla con los requisitos de la primera frase de esta sección G.

H. Consultas

Los dos Gobiernos, a pedido de cualquiera de ellos, se consultarán acerca de cualquier asunto que surja del presente Acuerdo, inclusive la aplicación de arreglos que se lleven a cabo de conformidad con el mismo.

I. Identificación y Publicidad

El Gobierno del país importador tomará las medidas que mutuamente se hayan acordado antes de la entrega para indentificar el origen de los productos alimenticios en los lugares de distribución en el país importador y para darles la publicidad que dispone la Subsección 103 (1) de la Ley.

PARTE II - DISPOSICIONES ESPECIALES

PUNTO I. Tabla de Productos

Producto	Período de Entrega	Cantidad Máxima Aproximada	Valor Máximo en el Mercado de Exportación
	(Año Fiscal de los EE.UU.)	(Toneladas métricas)	(000's)
Trigo	1970	83,000	$5,204
Aceite de Soya y/o Aceite de Algodón	1970	5,000	1,430
Tabaco, no manufacturado y/o productos de Tabaco	1970	938	2,378
		TOTAL	$9,012

PUNTO II. Condiciones de Pago

Crédito en Dólares

1. Pago Inicial – 5 por ciento
2. Número de pagos a plazos – 19
3. Cantidad de cada pago a plazo – aproximadamente iguales cantidades anuales.
4. Fecha de vencimiento del primer pago a plazo – 2 años a partir de la fecha de la última entrega de productos en cada año calendario.
5. Tasa inicial de interés – 2 por ciento
6. Tasa continua de interés – 3 por ciento

PUNTO III. Requisitos para Compras Normales en Mercados Comerciales: Ninguno

PUNTO IV. Limitación de Exportaciones:

A. El período de limitación de exportaciones comenzará con la fecha efectiva de este acuerdo y terminará en la fecha final en la cual los productos mencionados financiados bajo este acuerdo estén siendo importados o utilizados.

B. Para los fines del inciso A 3 del Artículo III, Parte I del acuerdo, los productos que se consideran iguales a los productos importados bajo este acuerdo son: de trigo—trigo y harina de trigo; de aceite de soya y/o algodón—soya, aceite de soya y/o semillas de algodón y aceite de semillas de algodón.

C. Exportaciones Permitidas

Producto	Cantidad (Toneladas Métricas)	Período Permisible de tales Exportaciones (Año Fiscal de los EE.UU.)
Aceites vegetales comestibles y materiales que contengan aceite (en términos equivalentes a aceite)	4, 500	1970

PUNTO V. Medidas de Ayuda Propia:

Para acelerar el amplio programa que ha emprendido en el sector agrícola con el fín de aumentar la producción, venta y distribución de productos agrícolas para el consumo doméstico, así como aumentar los ingresos en la agricultura y mejorar las condiciones de vida, el Gobierno de la República Dominicana continuará:

1. El perfeccionamiento de un mecanismo mejorado para garantizar precios (junto con la implantación de un sistema de grados, normas y control de calidad) en el nuevo Instituto de Estabilización de Precios, para reglamentar los precios de los principales productos agrícolas no perecederos, con el fín de asegurar al consumidor abastecimientos adecuados y al agricultor un mercado seguro a precios equitativos, tratando de evitar una producción anti-económica que exceda los requerimientos internos. Con esos fines, el Gobierno de la República Dominicana mantendrá los precios de los productos básicos almacenables según lo permitan la construcción de las instalaciones de almacenaje y el desenvolvimiento del Instituto de Estabilización de Precios.

2. La revisión y el mejoramento de la organización de las operaciones del Banco Agrícola de conformidad con las recomendaciones de la Comisión de Alto Nivel nombrada por el Gobierno de la República Dominicana, que revisó el informe de Picó.

3. El fortalecimiento de los sistemas de recopilación, computación y análisis de las estadísticas para un mejor cálculo de la disponibilidad de insumos agrícolas y del progreso logrado en la expansión de la producción agrícola.

PUNTO VI. Propósitos de Desarrollo Económico en los cuales el Producto Acumulado de Ventas del País Importador habrá de utilizarse:

Para los fines señalados en el Punto V y para otros fines de desarrollo económico que queden mutuamente convenidos.

PUNTO VII. Financiamiento de Fletes Marítimos:

El Gobierno del país exportador cubrirá el costo de la diferencia en el flete marítimo sobre los productos que requieren ser transportados en buques de bandera estadounidense pero, no obstante las disposiciones del párrafo 1 del anexo de crédito en dólares, no podrá financiar el saldo del costo de transportación marítima de esos productos.

PARTE III-DISPOSICIONES FINALES

A. El presente Acuerdo podrá darse por terminado por uno de los Gobiernos por medio de una nota al efecto enviada al otro Gobierno. Tal terminación no disminuirá cualquier obligación financiera en la que el Gobierno del país importador haya incurrido antes de la fecha de la terminación.

B. El presente Acuerdo entrará en vigor al firmarse.

EN FE DE LO CUAL, los respectivos representantes, debidamente autorizados al efecto, han firmado el presente Acuerdo.

HECHO en Santo Domingo, en duplicado, el día treinta y uno de marzo de 1970.

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

FRANCIS E. MELOY, Jr.

POR EL GOBIERNO DE LA REPUBLICA DOMINICANA:

J. BALAGUER

ANEXO RELATIVO AL CREDITO EN DOLARES DE LOS EE.UU. AL ACUERDO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE LA REPUBLICA DOMINICANA PARA LA VENTAD E PRODUCTOS AGRICOLAS

Con respecto a la venta de productos financiados en términos de crédito en dólares de los EE.UU., se aplicarán las disposiciones siguientes:

1. Además de asumir el costo del diferencial del transporte marítimo como se dispone en el inciso F del Artículo I, Parte I del presente Acuerdo, el Gobierno del país exportador financiará, a crédito, el saldo de los fletes del transporte marítimo de los productos que se requiera transportar en barcos de bandera de los Estados Unidos. El importe del transporte marítimo (calculado) incluído en cualquier tablá de productos que especifique los términos de crédito no comprende el costo del diferencial de transporte marítimo que ha de asumir el Gobierno del país exportador y es solamente un cálculo de la cantidad que será necesaria para sufragar los costos de transporte marítimo que serán financiados, a crédito, por el Gobierno del país

exportador. Si la cantidad calculada no es suficiente para cubrir tales costos, el Gobierno del país exportador proporcionará financiamiento adicional, a crédito, para cubrirlos.

2. Con respectó a los productos entregados cada año civil conforme al presente Acuerdo, el capital que abarca el crédito (de aquí en adelante denominado el capital) consistirá en lo siguiente:

a. La cantidad en dólares desembolsada por el Gobierno del país exportador por concepto de los productos (sin incluirse los costos del transporte marítimo) menos cualquier porción del pago inicial pagadero al Gobierno del país exportador, y

b. Los costos del transporte marítimo financiados por el Gobierno del país exportador de conformidad con el párrafo I del presente Anexo (sin incluir el costo del diferencial del transporte marítimo).

Este capital se pagará de acuerdo con las condiciones de pago señaladas en la Parte II del presente Acuerdo. El primer pago a plazos se vencerá en la fecha que se indica en la Parte II del presente Acuerdo. Los pagos a plazos subsiguientes se vencerán a intervalos de un año a partir de dicha fecha. Cualquier pago del capital podrá abonarse antes de la fecha de su vencimiento.

3. El interés sobre el saldo pendiente del capital adeudado al Gobierno del país exportador por los productos entregados en cada año civil conforme al presente Acuerdo comenzará en la fecha de la última entrega de tales productos en dicho año civil. El interés se pargará no más tarde de la fecha de vencimiento de cada pago a plazos de capital, excepto que si la fecha del primer pago a plazos fuere más de un año posterior a tal fecha de la última entrega, el primer pago de intereses se hará no más tarde de un año despúes de tal fecha de la última entrega y, de ahí en adelante, el pago de los intereses se hará no más tarde de la fecha de vencimiento de cada pago a plazos del capital. Para el período desde la fecha en que el interés comience hasta la fecha de vencimiento del primer pago a plazos, el interés se computará a la tasa inicial de interés especificada en la Parte II del presente Acuerdo. De ahí en adelante, el interés se computará a la tasa continua de interés especificada en la Parte II del presente Acuerdo.

4. El Gobierno del país importador depositará los ingresos devengados por concepto de la venta de productos financiados bajo el presente Acuerdo (al venderse en el país importador) en una cuenta especial a su nombre que se empleará con el propósito de retener únicamente los ingresos a los que se alude en este párrafo. Los retiros de fondos de esta cuenta se harán para los fines de desarrollo económico especificados en la Parte II del presente Acuerdo, de conformidad con procedimientos mutuamente satisfactorios para los dos Gobiernos. La cantidad total depositada conforme a este párrafo no será menor al equivalente, en moneda nacional, del desembolso en dólares por el Gobierno del país exportador en relación con el

financiamiento de los productos, inclusive los costos de transporte marítimo de los mismos que no sea el costo diferencial del transporte marítimo. El tipo de cambio que se aplicará para computar este equivalente en moneda nacional será el mismo que emplea la autoridad central monetaria del país importador, o su agente autorizado, para vender divisas por moneda nacional en relación con la importación comercial de los mismos productos. Cualquiera parte de tales ingresos devengados que el Gobierno del país importador conceda en préstamos a organizaciones particulares o no gubernamentales se prestará a una tasa de interés aproximadamente igual a la que se cobra por préstamos de la misma naturaleza en el país importador. El Gobierno del país importador proporcionará en la forma y en las oportunidades en que lo solicitare el Gobierno del país exportador, pero con una frequencia no inferior a la anual, informes que contengan información pertinente relativa a la acumulación y al uso de estos ingresos, inclusive información relativa a los programas para los cuales se usan estos ingresos y, cuando los ingresos se usen para préstamos, la tasa de interés que para préstamos comparables prevalece en el país importador.

5. El cómputo del pago inicial de conformidad con el inciso A del Artículo II, Parte I de este Acuerdo y todos los cómputos de capital e intereses de conformidad con los párrafos números 2 y 3 de este anexo, se harán en dólares de los Estados Unidos.

6. Todos los pagos se harán en dólares de los Estados Unidos o, si el Gobierno del país exportador asi optare,

a. Los pagos se harán en moneda nacional al tipo de cambio aplicable que se especifica en el inciso G del Artículo III, Parte I de este Acuerdo, en vigor en la fecha de pago y, a opción del Gobierno del país exportador serán convertidos en dólares de los Estados Unidos al mismo tipo de cambio, o usados por el Gobierno del país exportador para el pago de sus obligaciones en el país importador, o

b. Los pagos se harán en monedas de fácil conversión de terceros países a un tipo de cambio mutuamente convenido y serán usados por el Gobierno del país exportador para el pago de sus obligaciones.

MULTILATERAL

General Agreement on Tariffs and Trade

Procès-Verbal of Rectification to the Protocol for the Accession of Ireland of June 30, 1967.
Signed at Geneva March 2, 1970.

ACCORD GÉNÉRAL
SUR LES TARIFS DOUANIERS
ET LE COMMERCE

GENERAL AGREEMENT
ON TARIFFS AND TRADE

TELEGRAMMES: GATT, GENÈVE
TÉLÉPHONE: 34 60 11 33 40 00 33 20 00 33 10 00

Villa le Bocage – Palais des Nations
CH-1211 GENÈVE

RÉFÉRENCE:

PROCES-VERBAL OF RECTIFICATION TO THE PROTOCOL FOR THE ACCESSION OF IRELAND

I, the undersigned, Olivier Long, Director-General to the CONTRACTING PARTIES to the General Agreement on Tariffs and Trade, [1] having examined the authentic text, in the English and French languages, of the Protocol for the Accession of Ireland, done at Geneva on 30 June 1967, [2] have found that the text of the said Protocol, in making reference to the General Agreement, contains an error which should be rectified.

PROCES-VERBAL DE RECTIFICATION DU PROTOCOLE D'ACCESSION DE L'IRLANDE

Je soussigné, Olivier Long, Directeur général des PARTIES CONTRACTANTES à l'Accord général sur les tarifs douaniers et le commerce, ayant examiné le texte authentique, en langues anglaise et française, du Protocole d'accession de l'Irlande, fait à Genève le 30 juin 1967, ai constaté que, dans une mention de l'Accord général, le texte dudit Protocole contient une erreur qui doit être rectifiée.

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[1] TIAS 1700; 61 Stat., pts. 5 and 6.
[2] TIAS 6429; 19 UST 4161.

Sub-paragraph (b) of paragraph 2 of the Protocol for the Accession of Ireland incorrectly refers to preferences in respect of Ireland permitted by paragraph 2(b) of Article I of the General Agreement. The correct reference should read: paragraph 2(a) of that Article.

Sub-paragraph (b) of paragraph 2 of the said Protocol should therefore be corrected to read:

"The date of 10 April 1947, referred to in paragraph 4 of Article I of the General Agreement in relation to preferences in respect of import duties or charges permitted by paragraph 2(a) of that Article, shall be replaced in respect of Ireland by the date of this Protocol."

Accordingly, acting as Depositary of the said Protocol, having notified the contracting parties of my intention and having received no objection, I have caused the reference to paragraph 2(b) of Article I to be corrected to read "paragraph 2(a)", and have caused this correction to be initialled in the margin of the authentic text of the Protocol.

In witness whereof I have signed the present Procès-Verbal of Rectification on 2 March 1970.

En effet, au paragraphe 2, alinéa b), du Protocole d'accession de l'Irlande, il est fait mention de façon erronée des préférences autorisées au titre de l'alinéa b) du paragraphe 2 de l'article premier de l'Accord général, alors qu'il devrait être fait mention des préférences autorisées au titre de l'alinéa a) du paragraphe 2 dudit article.

L'alinéa b) du paragraphe 2 du Protocole doit donc être corrigé de façon qu'il ait la teneur suivante:

"La date du 10 avril 1947 qui figure au paragraphe 4 de l'article premier de l'Accord général à propos des préférences autorisées au titre de l'alinéa a) du paragraphe 2 dudit article dans le cas de droits ou d'impositions à l'importation, sera remplacée, pour l'Irlande, par la date du présent Protocole."

En conséquence, agissant en qualité de dépositaire dudit Protocole, après avoir notifié mon intention aux parties contractantes et n'ayant eu communication d'aucune objection, j'ai fait corriger la mention de l'alinéa b) du paragraphe 2 de l'article premier de façon qu'elle se lise "alinéa a) du paragraphe 2" et j'ai fait parapher cette correction dans la marge du texte authentique du Protocole.

En foi de quoi, j'ai signé le présent Procès-verbal de rectification le 2 mars 1970.

LONG

O. LONG

Director-General
Geneva

Directeur général
Genève

DOMINICAN REPUBLIC

Trade: Meat Imports

Agreement effected by exchange of notes
Signed at Santo Domingo February 11 and March 9, 1970;
Entered into force March 9, 1970.

The American Ambassador to the Secretary of State for Foreign Relations of the Dominican Republic

EMBASSY OF THE
UNITED STATES OF AMERICA
Santo Domingo, February 11, 1970

No. 951

EXCELLENCY:

I have the honor to refer to discussions between representatives of our two Governments relating to the importation into the United States for consumption of fresh, chilled, or frozen cattle meat (item 106.10 of the tariff schedules of the United States) and fresh, chilled, or frozen meat of goats and sheep, except lambs (item 106.20 of the tariff schedules of the United States), during the calendar year 1970.

I am able to inform you that the governments of all countries which are major suppliers of such meats to the United States have agreed to participate in the 1970 restraint program discussed by our representatives. These agreements are being embodied in exchanges of notes between the Government of the United States of America and the governments of the respective countries.

I propose that the agreement between our two Governments should provide as follows:

1. On the basis of the foregoing, and subject to paragraph 4, the permissible total quantity of imports of such meats into the United States during the calendar year 1970 shall be 1,061.5 million pounds and the Government of the Dominican Republic and the Government of the United States of America shall respectively undertake responsibilities as set forth below for regulating exports to, and imports into, the United States.

2. The Government of the Dominican Republic shall limit the quantity of such meats originating in the Dominican Republic and

during the calendar year 1970 entered or withdrawn from warehouse for consumption in the United States to 11 million pounds or such higher figure as may result from adjustments pursuant to paragraph 4.

3. The Government of the United States of America may limit imports of such meats of Dominican Republic origin, whether by direct or indirect shipments, through issuance of regulations governing the entry or withdrawal from warehouse for consumption in the United States, provided that,

(a) Such regulations shall not be employed to govern the timing of entry or withdrawal from warehouse for consumption of such meat from the Dominican Republic;

(b) Such regulations shall be issued only after consultation with the Government of the Dominican Republic pursuant to paragraph 6, and only in circumstances where it is evident after such consultations that the quantity of such meat likely to be presented for entry or withdrawal from warehouse for consumption in the calendar year 1970 will exceed the quantity specified in paragraph 2, as it may be increased pursuant to paragraph 4.

4. The Government of the United States of America may increase the global quantity of imports of such meats into the United States or may allocate any shortfall in a share of the global quantity. Thereupon, if no shortfall is estimated for the Dominican Republic, such increase in global quantity or shortfall shall be allocated to the Dominican Republic in the proportion that 11 million pounds bears to the total initial shares from all countries which are estimated to have no shortfall for the calendar year 1970.

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

6. The Government of the Dominican Republic and the Government of the United States of America shall consult promptly upon the request of either government regarding any matter involving the application, interpretation or implementation of this agreement, and regarding increase in the global quantity and allocation of shortfall.

7. In the event that quotas on the imports of such meats should become necessary, the representative period used by the Government of the United States of America for calculation of the quota of the Dominican Republic shall not include the period between October 1, 1968 and December 31, 1970.

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

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

FRANCIS E. MELOY, JR.

His Excellency
FERNANDO AMIAMA TIÓ
Secretary of State for Foreign Relations

The Secretary of State for Foreign Relations of the Dominican Republic to the American Ambassador

SECRETARÍA DE ESTADO
DE RELACIONES EXTERIORES

4364 SANTO DOMINGO, *9 de Marzo, 1970*

SEÑOR EMBAJADOR:

Mediante la Nota No. 951 de fecha 11 de febrero próximo pasado, Vuestra Excelencia tuvo a bien comunicarme lo siguiente:

"Tengo el honor de referirme a las conversaciones entre representantes de nuestros dos Gobiernos relativas a la importación en los Estados Unidos, para consumo, de carne de res fresca, fría o congelada (artículo 106.10 de las listas de tarifas de los Estados Unidos) y carne fresca, fría o congelada de chivos y carneros, excepto de corderos (artículo 106.20 de las listas de tarifas de los Estados Unidos, durante el año calendario de 1970.

Estoy en condiciones de informarle que los gobiernos de todos los países que son suplidores importantes de dichas carnes a los Estados Unidos han aceptado participar en el programa de limitación de 1970 que ha sido ya tratado por nuestros representantes y están siendo incluidos en los intercambios de notas entre el Gobierno de los Estados Unidos de América y los gobiernos de los respectivos países.

Propongo que el acuerdo entre nuestros dos Gobiernos estipule lo siguiente:

1. Basado en lo antedicho y sujeto al Párrafo 4, la cantidad total permisible de importaciones de dichas carnes en los Estados Unidos durante el año calendario de 1970 será de 1,061.5 millones de libras, y los Gobiernos de la República Dominicana y de los Estados Unidos de América asumirán sus respectivas responsabilidades tal como se indica a continuación, para regular las exportaciones a, e importaciones en, los Estados Unidos.

2. El Gobierno de la República Dominicana limitará la cantidad de tales carnes, originarias de la República Dominicana y que durante el año calendario de 1970 ingresen o se retiren de los depósitos para su consumo en los Estados Unidos a once millones

de libras o a cifras más altas que puedan resultar de los ajustes hechos de conformidad con el Párrafo 4.

3. El Gobierno de los Estados Unidos de América puede limitar las importaciones de dichas carnes originarias de la República Dominicana, sea por embarques directos o indirectos, mediante la emisión de regulaciones que rijan el ingreso o retiro de los depósitos para consumo de los Estados Unidos, siempre que;

a) Tales regulaciones no sean empleadas para regir el tiempo de entrada o retiro de los depósitos para el consumo de tales carnes de la República Dominicana;

b) Tales regulaciones se emitirán solamente después de consultas con el Gobierno de la República Dominicana, de conformidad con el Párrafo 6, y sólo en circunstancias en que se evidencie, después de tales consultas, que la cantidad de dichas carnes, que puedan ser ofrecidas para ingresar o ser retiradas de los depósitos para consumo del año calendario de 1970, excedería a la cantidad específicada en el párrafo 2, si es que se ha producido un aumento de conformidad con el Párrafo 4.

4. El Gobierno de los Estados Unidos de América puede aumentar la cantidad global de importaciones de dichas carnes en los Estados Unidos o puede asignar cualquier falla en entrega haciendo una distribución de la cantidad global. Por consiguiente, si no se estima que habrá una disminución en las entregas de la República Dominicana, tal aumento de la cantidad global o de la falla se asignará a la República Dominicana en la proporción que los once millones de libras tengan con la cuota total inicial de todos los países que se consideren que no tienen fallas para el año calendario de 1970.

5. El Gobierno de los Estados Unidos de América informará separadamente acerca de las carnes rechazadas por ser inapropiadas para el consumo humano, y dichas carnes no se tomarán en cuenta como parte de la cantidad descrita en el parrafo 2.

6. El Gobierno de la República Dominicana y el de los Estados Unidos de América deliberarán prontamente acerca de las solicitudes de cada gobierno respecto a cualquier asunto que se refiera a la aplicación, interpretación o ejecución de este acuerdo, y con respecto a la cantidad global y asignación de las fallas de entrega.

7. En caso de que se haga necesario establecer cuotas de importaciones para dichas carnes, el período representativo utilizado por el Gobierno de los Estados Unidos de América para calcular la cuota correspondiente a la República Dominicana no incluirá el período comprendido entre el 1ro. de octubre de 1968 y el 31 de diciembre, 1970.

Tengo el honor de proponer que, si el Gobierno de la República Dominicana acepta lo anteriormente expuesto, esta nota, junto con la respuesta confirmatoria de Su Excelencia, constituya un acuerdo

entre nuestros dos Gobiernos, que entrará en vigor en la fecha de su respuesta."

Tengo a honra comunicar a Vuestra Excelencia que los términos de la Nota arriba mencionada encontraron la aprobación del Gobierno Dominicano.

Aprovecho esta oportunidad para renovar a Vuestra Excelencia los sentimientos de mi mas alta consideración.

FERNANDO AMIAMA T

Fernando Amiama Tio
Secretario de Estado
de Relaciones Exteriores

Su Excelencia
SEÑOR FRANCIS EDWARD MELOY,
Embajador de los
Estados Unidos de América
Ciudad.

Translation

DEPARTMENT OF STATE
FOR FOREIGN RELATIONS

4364 SANTO DOMINGO, *March 9, 1970*

MR. AMBASSADOR:

In note No. 951 dated February 11, 1970, Your Excellency was good enough to communicate to me the following:

[For the English language text, see p. 1092.]

I have the honor to inform Your Excellency that the terms of the above-mentioned note are acceptable to the Dominican Government.

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

FERNANDO AMIAMA T.

Fernando Amiama Tió
Secretary of State for Foreign Relations

His Excellency
FRANCIS EDWARD MELOY,
Ambassador of the
United States of America,
Santo Domingo.

AUSTRALIA

Tracking Stations

Agreement effected by exchange of notes
Dated at Canberra March 25, 1970;
Entered into force March 25, 1970;
Effective February 26, 1970.

The American Embassy to the Department of External Affairs of Australia

Note No. 34

The Embassy of the United States of America presents its compliments to the Department of External Affairs and has the honor to refer to the Agreement between the Government of the United States of America and the Government of the Commonwealth of Australia effected by an Exchange of Notes dated February 26, 1960, as amended,[1] concerning space vehicle tracking and communications facilities. In accordance with that Agreement, a cooperative program facilitating space flight operations for the advancement and application of mutual scientific knowledge of man's spatial environment for the benefit of man and the development of advanced space vehicles, was evolved with resulting mutual benefits. In view of the mutual benefits to be derived from this cooperative program, the Government of the United States proposes that it be continued in accordance with the following principles and procedures:

1. The program shall continue to be conducted by cooperating agencies of each Government. On the part of the United States Government, the cooperating agency will be the National Aeronautics and Space Administration. On the part of the Australian Government, the cooperating agency will be the Department of Supply.

2. (1) The following facilities are presently located in Australia for the program and shall continue to be operated and maintained under existing arrangements until amended or changed by the two cooperating agencies:

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[1] TIAS 4435, 5291, 5447, 5763, 5934; 11 UST 223; 14 UST 169, 1493; 16 UST 79, 1998.

50-780 O - 71 - 4--pt. 2--21

(a) Deep Space Station, Island Lagoon, Woomera, South Australia.
(b) Deep Space Station, Tidbinbilla, Australian Capital Territory.
(c) Carnarvon Tracking and Data Acquisition Station, Carnarvon, Western Australia.
(d) Honeysuckle Creek Tracking Station, Honeysuckle Creek, Australian Capital Territory.
(e) Space Tracking and Data Acquisition Network Station, Orroral Valley, Australian Capital Territory.
(f) Applications Technology Satellite Station, Cooby Creek, Queensland.
(g) Smithsonian Astrophysical Observatory Station, Island Lagoon, Woomera, South Australia.

In addition, a 210-foot-diameter antenna shall be established at the Tidbinbilla Deep Space Station.

(2) The foregoing list of facilities may be amended from time to time by agreement of the two Governments.

(3) The provisions of this Agreement shall hereafter apply to the facilities provided or to be provided under the program and to such other activities under the program as may be agreed by the two Governments.

3. In connection with each facility provided or to be provided under the program, the cooperating agencies are authorized to conclude further arrangements consistent with the provisions of this Agreement regarding the duration of the use of the facility, the responsibility for and financing of the construction, installation and equipping of the facility, and other details relating to the establishment or operation of the facility. Common support facilities to stations, including communications networks, may be established as the cooperating agencies consider necessary.

4. Each cooperating agency shall provide to the other, from the data acquired through the operation of each facility, such reduced scientific data as the other agency may request for scientific studies it may wish to carry out. The results of all such studies shall be available to both agencies.

5. Each facility established may, unless otherwise arranged between the cooperating agencies, be used for independent scientific activities sponsored by the Australian Government, it being understood that such activities would be conducted so as not to conflict with the schedules of operations and that any additional operating costs resulting from such independent activities would be borne by the Australian Government or by the organization concerned.

6. The United States Government shall retain title to equipment, materials, supplies and other movable property provided by it or acquired in Australia by it or on its behalf at its own expense, for the

purposes of the activities under this Agreement. The United States Government may remove such property from Australia at its own expense and free from export duties or similar charges, upon the termination of this Agreement or upon reasonable notice to the Australian Government. However, such property shall not be disposed of within Australia except under conditions acceptable to both Governments.

7. (1) The Australian Government shall, in accordance with its laws, regulations and procedures, facilitate the admission into and exit from Australia of persons not normally resident in Australia employed or engaged as staff, consultants or contractors by the United States Government or the cooperating agency in connection with the activities provided for in this Agreement.

(2) The effects for personal and household use of such persons entering Australia for the purposes of the activities under this Agreement shall be permitted free entry in accordance with Australian customs law in effect at the date the goods are imported.

8. (1) United States personnel sent to Australia by the United States cooperating agency for the purposes of activities under this agreement shall be free from Australian income tax in respect of:

(a) the remuneration for services rendered in Australia for the purposes of the activities; and
(b) income derived from sources outside Australia while engaged in Australia for the purposes of the activities.

(2) Such personnel shall also be free from Australian death and gift duties which, because of their presence in Australia for the purposes of activities under this Agreement, may otherwise become payable in respect of property situated outside Australia as a result of the happening of an event while such personnel are in Australia.

(3) For the purposes of the provisions relating to taxation, "United States personnel" means civilian citizens of the United States of America not ordinarily resident in Australia and who are employees of the United States Government or the cooperating agency. All other persons engaged or employed for the purposes of the activities under this Agreement shall be subject to applicable Australian taxation laws.

9. (1) The Australian Government shall take the necessary steps to facilitate the admission into Australia of all equipment, materials, supplies and other property provided by or on behalf of the United States Government in connection with activities under this Agreement. No duties, taxes or like charges shall

be levied on such property which is certified by the United States Government to be imported for use in such activities and which it is certified at the time of entry is or is intended to be the property of the United States Government.

(2) Exemption from sales tax shall be allowed by the Australian Government in respect of equipment, materials, supplies and other property purchased in Australia which are certified as being for use in connection with the activities under this Agreement and which are not for resale, provided that such property shall become the property of the United States Government prior to use in Australia.

(3) The United States Government shall be entitled to receive from the Australian Government the amount of any duties, taxes or other charges (not being charges for services requested and rendered), which may have been imposed or levied in respect of equipment, materials, supplies or other property which have been incorporated in or wholly consumed on the site in the establishment, maintenance or operation of the facilities established in connection with activities under this Agreement or which, having been brought from the United States expressly for use in such connection, have been exclusively so used and have been exported from Australia.

10. The United States Government agrees to utilize to the maximum extent practicable Australian resources in activities under this Agreement.

11. Activities under this Agreement shall be carried out by Australian personnel, except to the extent otherwise arranged between the cooperating agencies.

12. (1) The communications services of the Australian Government and its instrumentalities shall be used, to the maximum extent practicable, for the purposes of the activities under this Agreement, in accordance with arrangements to be made between the cooperating agencies.

(2) The operation of radio transmitting and receiving equipment at the stations shall comply with the requirements of the relevant Australian authorities, in accordance with arrangements to be made between the cooperating agencies.

(3) The Australian Government shall take all reasonable steps to protect the radio receiving facilities of the stations from harmful radio frequency interference from sources outside the stations.

13. The program of cooperation set forth in this Agreement shall, subject to the availability of funds, remain in force until February 26, 1980, and may be further extended by agreement of the two Governments.

14. Upon the entry into force of the Agreement as provided below it shall supercede the Agreement dated February 26, 1960, referred to above and the following amendments to it:

(i) Exchange of Notes dated January 9 and February 11, 1963;
(ii) Exchange of Notes dated October 22, 1963;
(iii) Exchange of Notes dated February 10, 1965; and
(iv) Exchange of Notes dated December 7, 1965.

The Embassy has the honor to suggest that, if the Australian Government concurs in the proposals outlined above, the present Note and the Department's confirmatory reply shall together constitute and evidence an Agreement between the two Governments on the matter which shall be deemed to have entered into force on February 26, 1970.

H. G. A.

EMBASSY OF THE UNITED STATES OF AMERICA,
Canberra, A.C.T., March 25, 1970.

The Department of External Affairs of Australia to the American Embassy

The Department of External Affairs presents its compliments to the Embassy of the United States of America and has the honour to acknowledge receipt of the Embassy's Note No. 34 of 25th March 1970, reading as follows:

"The Embassy of the United States of America presents its compliments to the Department of External Affairs and has the honor to refer to the Agreement between the Government of the United States of America and the Government of the Commonwealth of Australia effected by an Exchange of Notes dated February 26, 1960, as amended, concerning space vehicle tracking and communications facilities. In accordance with that Agreement, a cooperative program facilitating space flight operations for the advancement and application of mutual scientific knowledge of man's spatial environment for the benefit of man and the development of advanced space vehicles, was evolved with resulting mutual benefits. In view of the mutual benefits to be derived from this cooperative program, the Government of the United States proposes that it be continued in accordance with the following principles and procedures:

1. The program shall continue to be conducted by cooperating agencies of each Government. On the part of the United States Government, the cooperating agency will be the National Aero-

nautics and Space Administration. On the part of the Australian Government, the cooperating agency will be the Department of Supply.

2. (1) The following facilities are presently located in Australia for the program and shall continue to be operated and maintained under existing arrangements until amended or changed by the two cooperating agencies:

(a) Deep Space Station, Island Lagoon, Woomera, South Australia.
(b) Deep Space Station, Tidbinbilla, Australian Capital Territory.
(c) Carnarvon Tracking and Data Acquisition Station, Carnarvon, Western Australia.
(d) Honeysuckle Creek Tracking Station, Honeysuckle Creek, Australian Capital Territory.
(e) Space Tracking and Data Acquisition Network Station, Orroral Valley, Australian Capital Territory.
(f) Applications Technology Satellite Station, Cooby Creek, Queensland.
(g) Smithsonian Astrophysical Observatory Station, Island Lagoon, Woomera, South Australia.

In addition, a 210-foot-diameter antenna shall be established at the Tidbinbilla Deep Space Station.

(2) The foregoing list of facilities may be amended from time to time by agreement of the two Governments.

(3) The provisions of this Agreement shall hereafter apply to the facilities provided or to be provided under the program and to such other activities under the program as may be agreed by the two Governments.

3. In connection with each facility provided or to be provided under the program, the cooperating agencies are authorized to conclude further arrangements consistent with the provisions of this Agreement regarding the duration of the use of the facility, the responsibility for and financing of the construction, installation and equipping of the facility, and other details relating to the establishment or operation of the facility. Common support facilities to stations, including communications networks may be established as the cooperating agencies consider necessary.

4. Each cooperating agency shall provide to the other, from the data acquired through the operation of each facility, such reduced scientific data as the other agency may request for scientific studies it may wish to carry out. The results of all such studies shall be available to both agencies.

5. Each facility established may, unless otherwise arranged between the cooperating agencies, be used for independent scientific

activities sponsored by the Australian Government, it being understood that such activities would be conducted so as not to conflict with the schedules of operations and that any additional operating costs resulting from such independent activities would be borne by the Australian Government or by the organization concerned.

6. The United States Government shall retain title to equipment, materials, supplies and other movable property provided by it or acquired in Australia by it or on its behalf at its own expense, for the purposes of the activities under this Agreement. The United States Government may remove such property from Australia at its own expense and free from export duties or similar charges, upon the termination of this Agreement or upon reasonable notice to the Australian Government. However, such property shall not be disposed of within Australia except under conditions acceptable to both Governments.

7. (1) The Australian Government shall, in accordance with its laws, regulations and procedures, facilitate the admission into and exit from Australia of persons not normally resident in Australia employed or engaged as staff, consultants or contractors by the United States Government or the cooperating agency in connection with the activities provided for in this Agreement.

(2) The effects for personal and household use of such persons entering Australia for the purposes of the activities under this Agreement shall be permitted free entry in accordance with Australian customs law in effect at the date the goods are imported.

8. (1) United States personnel sent to Australia by the United States cooperating agency for the purposes of activities under this Agreement shall be free from Australian income tax in respect of:

(a) the remuneration for services rendered in Australia for the purposes of the activities; and
(b) income derived from sources outside Australia while engaged in Australia for the purposes of the activities.

(2) Such personnel shall also be free from Australian death and gift duties which, because of their presence in Australia for the purposes of activities under this Agreement, may otherwise become payable in respect of property situated outside Australia as a result of the happening of an event while such personnel are in Australia.

(3) For the purposes of the provisions relating to taxation, "United States personnel" means civilian citizens of the United States of America not ordinarily resident in Australia and who are employees of the United States Government or the cooperat-

ing agency. All other persons engaged or employed for the purposes of the activities under this Agreement shall be subject to applicable Australian taxation laws.

9. (1) The Australian Government shall take the necessary steps to facilitate the admission into Australia of all equipment, materials, supplies and other property provided by or on behalf of the United States Government in connection with activities under this Agreement. No duties, taxes or like charges shall be levied on such property which is certified by the United States Government to be imported for use in such activities and which it is certified at the time of entry is or is intended to be the property of the United States Government.

(2) Exemption from sales tax shall be allowed by the Australian Government in respect of equipment, materials, supplies and other property purchased in Australia which are certified as being for use in connection with the activities under this Agreement and which are not for resale, provided that such property shall become the property of the United States Government prior to use in Australia.

(3) The United States Government shall be entitled to receive from the Australian Government the amount of any duties, taxes or other charges (not being charges for services requested and rendered), which may have been imposed or levied in respect of equipment, materials, supplies or other property which have been incorporated in or wholly consumed on the site in the establishment, maintenance or operation of the facilities established in connection with activities under this Agreement or which, having been brought from the United States expressly for use in such connection, have been exclusively so used and have been exported from Australia.

10. The United States Government agrees to utilize to the maximum extent practicable Australian resources in activities under this Agreement.

11. Activities under this Agreement shall be carried out by Australian personnel, except to the extent otherwise arranged between the cooperating agencies.

12. (1) The communications services of the Australian Government and its instrumentalities shall be used, to the maximum extent practicable, for the purposes of the activities under this Agreement, in accordance with arrangements to be made between the cooperating agencies.

(2) The operation of radio transmitting and receiving equipment at the stations shall comply with the requirements of the relevant Australian authorities, in accordance with arrangements to be made between the cooperating agencies.

(3) The Australian Government shall take all reasonable steps to protect the radio receiving facilities of the stations from harmful radio frequency interference from sources outside the stations.

13. The program of cooperation set forth in this Agreement shall, subject to the availability of funds, remain in force until February 26, 1980, and may be further extended by agreement of the two Governments.

14. Upon the entry into force of the Agreement as provided below it shall supercede the Agreement dated February 26, 1960, referred to above and the following amendments to it:

(i) Exchange of Notes dated January 9 and February 11, 1963;
(ii) Exchange of Notes dated October 22, 1963;
(iii) Exchange of Notes dated February 10, 1965; and
(iv) Exchange of Notes dated December 7, 1965.

The Embassy has the honor to suggest that, if the Australian Government concurs in the proposals outlined above, the present Note and the Department's confirmatory reply shall together constitute and evidence an Agreement between the two Governments on the matter which shall be deemed to have entered into force on February 26, 1970."

The Department of External Affairs has the honour to confirm that the Government of the Commonwealth of Australia concurs in the proposals outlined in the Embassy's Note and agrees that the Embassy's Note and the present reply shall together constitute and evidence an Agreement between the Government of the Commonwealth of Australia and the Government of the United States of America on the matter which shall be deemed to have entered into force on 26th February, 1970.

CANBERRA, A.C.T.
25th March, 1970.

ECUADOR

Agricultural Commodities

Agreement signed at Quito June 30, 1969;
Entered into force June 30, 1969.
And amending agreements:
Effected by exchange of notes
Signed at Quito September 29 and October 1, 1969;
Entered into force October 1, 1969.
And exchange of notes
Signed at Quito March 4 and April 6, 1970;
Entered into force April 6, 1970.

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

The Government of the United States of America and the Government of the Republic of Ecuador,

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 Ecuador (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:

CHAPTER I - GENERAL PROVISIONS

ARTICLE 1

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this Agreement, including the applicable Annex which is an integral part of this Agreement.

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

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

El Gobierno de los Estados Unidos de América y el Gobierno de la República del Ecuador,

Reconociendo la conveniencia de ampliar el comercio de productos agrícolas entre los Estados Unidos de América (denominado de aquí en adelante el país exportador) y la República del Ecuador (denominada de aquí en adelante el país importador), así como con otros países amigos, de manera que no desplace la comercialización usual del país exportador en estos productos ni altere indebidamente los precios mundiales de los productos agrícolas o las normas usuales del intercambio comercial con países amigos;

Considerando la importancia que para los países en desarrollo revisten sus esfuerzos por ayudarse a sí mismos, a fin de alcanzar un mayor grado de autosuficiencia, incluyendo los esfuerzos encaminados a solucionar sus problemas de producción de alimentos y crecimiento de población;

Reconociendo la política del país exportador de utilizar su productividad agrícola para combatir el hambre y la desnutrición en los países en desarrollo, estimular a estos países a mejorar su propia producción agrícola, y prestarles asistencia en su desarrollo económico;

Reconociendo la determinación del país importador de mejorar su propia producción, almacenaje y distribución de los productos agrícolas alimenticios, incluyendo la reducción de desperdicios en todas las etapas de este proceso;

Deseando establecer las bases de entendimiento que regirán las ventas de los productos agrícolas al país importador, de conformidad con lo dispuesto en el Título I de la Ley de Asistencia y Desarrollo del Comercio Agrícola, con sus enmiendas (denominada de aquí en adelante la Ley), y las medidas que los dos Gobiernos adoptarán individual y colectivamente para fomentar las políticas antes mencionadas;

Han convenido lo siguiente:

CAPITULO I - DISPOSICIONES GENERALES

ARTÍCULO 1

A. El Gobierno del país exportador se compromete a financiar la venta de productos agrícolas a compradores autorizados por el Gobierno del país importador, de conformidad con los términos y condiciones del presente Convenio, incluyendo el Anexo pertinente que forma parte integral de este Convenio.

B. The financing of the agricultural commodities listed in Chapter 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 related 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 Chapter 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 Chapter 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 Chapter II.

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

B. La financiación de los productos agrícolas indicados en el Capítulo II de este Convenio estará sujeta a:

1. La emisión por el Gobierno del país exportador de autorizaciones de compra y su aceptación por el Gobierno del país importador; y
2. La disponibilidad de los productos especificados en el momento de la exportación.

C. La solicitud para autorizaciones de compra se hará dentro de los 90 días después de la fecha de vigencia de este Convenio y, con respecto a cualesquiera productos adicionales o cantidades de productos que se dispongan en cualquier convenio suplementario, dentro de los 90 días a partir de la fecha de vigencia de tal convenio suplementario. Las autorizaciones de compra incluirán disposiciones relativas a la venta y entrega de tales productos, así como a otros asuntos pertinentes.

D. Salvo que el Gobierno del país exportador lo autorice, todas las entregas de productos vendidos de conformidad con este Convenio se efectuarán dentro de los períodos de suministro determinados en el Cuadro de Productos del Capítulo II.

E. El valor de la cantidad total de cada producto cubierto por las autorizaciones de compra para un tipo determinado de financiación autorizado por este Convenio, no excederá del valor máximo del mercado de exportación especificado para dicho producto y tipo de financiación en el Capítulo II. El Gobierno del país exportador puede limitar el valor total de cada producto a incluirse en las autorizaciones de compra para un tipo específico de financiación, según las bajas de precios u otros factores del mercado así lo requieran, en forma tal que las cantidades de dicho producto vendidas conforme a un determinado tipo de financiación no excedan substancialmente de la cantidad máxima aproximada aplicable especificada en el Capítulo II.

F. El Gobierno del país exportador asumirá el costo del diferencial de transporte marítimo para los productos que el Gobierno del país exportador exija que sean transportados en barcos de bandera de los Estados Unidos (aproximadamente el 50 por ciento del peso de los productos vendidos en virtud del Convenio). El diferencial de costo del transporte marítimo es la cantidad, según lo determine el Gobierno del país exportador, por la cual el costo del transporte marítimo es superior (a lo que éste sería en otro caso) debido al requisito de que los productos sean transportados en barcos de bandera de los Estados Unidos. El Gobierno del país importador no tendrá ninguna responsabilidad de reembolsar al Gobierno del país exportador o de depositar ninguna moneda local del país importador para cubrir el costo del diferencial de transporte marítimo sufragado por el Gobierno del país exportador.

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, purchase, 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, purchase, sale, or delivery is unnecessary or undesirable.

ARTICLE 2

A. Initial Payment

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

B. Type of Financing

Sales of the commodities specified in Chapter II shall be financed in accordance with the type of financing indicated therein, and special provisions relating to the sale are also set forth in Chapter II and in the applicable Annex.

C. Deposit of Payments

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

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

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

G. Tan pronto como se haya contratado espacio de carga en barcos de bandera de los Estados Unidos para el transporte de los productos que deban ser llevados en barcos de dicha bandera y, a más tardar, hasta la presentación de los barcos para cargar, el Gobierno del país importador o los compradores autorizados por el mismo, abrirán una carta de crédito en dólares de los Estados Unidos, por el costo estimado del transporte marítimo de tales productos.

H. Cualquiera de los dos Gobiernos puede dar por terminados la financiación, compra, venta y entrega de los productos comprendidos en este Convenio, si considera que, como consecuencia del cambio de condiciones, es innecesario o inconveniente continuar tal financiación, compra, venta o entrega.

ARTÍCULO 2

A. Pago Inicial

El Gobierno del país importador pagará o hará pagar el pago inicial que se especifique en el Capítulo II de este Convenio. El importe de este pago será la proporción del precio de compra (excluyendo cualquier costo de transporte marítimo que pueda haberse incluído en el mismo) igual al porcentaje especificado como pago inicial en el Capítulo II, y el pago se hará en dólares de los Estados Unidos, de conformidad con la autorización de compra correspondiente.

B. Tipo de Financiación

Las ventas de los productos especificados en el Capítulo II se financiarán de acuerdo con el tipo de financiación allí indicado, y en dicho Capítulo y en el anexo pertinente se establecen también disposiciones especiales relacionadas con la venta.

C. Depósito de los Pagos

El Gobierno del país importador efectuará o dispondrá que se efectúen los pagos al Gobierno del país exportador en las monedas, cantidades y tipos de cambio determinados en otro capítulo de este Convenio, en la forma siguiente:

1. Los pagos en la moneda local del país importador (de aquí en adelante denominada moneda local) se depositarán en la cuenta del Gobierno de los Estados Unidos de América en cuentas que devenguen interés en bancos elegidos por el Gobierno de los Estados Unidos de América en el país importador.

2. Los pagos en dólares se remitirán al Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Washington, D.C. 20250, a menos que los dos Gobiernos convengan otro método de pago.

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ARTICLE 3

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

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

3. Take all possible measures to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities financed under this Agreement during the export limitation period specified in the export limitation table in Chapter II (except as may be specified in Chapter II or where such export is otherwise specifically approved by the Government of the United States of America).

B. Private Trade

In carrying out this Agreement, the two Governments shall seek to assure conditions of commerce permitting private traders to function effectively.

C. Self-help

Chapter II describes the program the Government of the importing country is undertaking to improve its production, storage, and distri-

ARTÍCULO 3

A. Comercio Mundial

Los dos Gobiernos tomarán las máximas precauciones para asegurar que las ventas de productos agrícolas conforme a este Convenio no desplacen las transacciones usuales del país exportador en estos productos ni alteren indebidamente los precios mundiales de productos agrícolas o las normas habituales de intercambio comercial con los países que el Gobierno del país exportador considera como naciones amigas (denominadas en este Convenio como países amigos). Para poner en práctica esta disposición el Gobierno del país importador deberá.

1. Asegurar que el total de las importaciones procedentes del país exportador y de otros países amigos al país importador y pagadas con los recursos del país importador sea por lo menos igual a las cantidades de productos agrícolas que se determinan en el cuadro de comercialización usual indicado en el Capítulo II, durante cada período de importación determinado en el cuadro y durante cada período comparable subsiguiente, en el que se estén entregando productos financiados conforme a este Convenio. Las importaciones de productos para satisfacer dichas demandas normales del mercado para cada período de importación serán adicionales a las compras financiadas conforme a este Convenio.

2. Adoptar todas las medidas posibles para impedir la reventa, la desviación en tránsito o el transbordo a otros países o el uso para otros fines que no sean los internos, de los productos agrícolas adquiridos de conformidad con este Convenio (salvo cuando tal reventa, desviación en tránsito, transbordo o uso hayan sido específicamente aprobados por el Gobierno de los Estados Unidos de América); y

3. Adoptar todas las medidas posibles para impedir la exportación de cualquier producto, ya sea de origen nacional o extranjero, que sea igual o similar a los productos financiados en virtud de este Convenio durante el período de limitación de exportación especificado en el cuadro de limitación de exportaciones del Capítulo II (salvo lo que se especifique en el Capítulo II o cuando dicha exportación haya sido específicamente aprobada por el Gobierno de los Estados Unidos de América).

B. Comercio Particular

Al llevar a la práctica este Convenio, los dos Gobiernos procurarán asegurar condiciones de comercio que permitan a los comerciantes particulares llevar a cabo sus actividades eficazmente.

C. Autoayuda

El Capítulo II describe el programa que el Gobierno del país importador está emprendiendo para mejorar su producción, almace-

bution 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 Article 4, Chapter II of this Agreement and any subsequent comparable period during which commodities purchased under this Agreement are being imported or utilized:

1. The following information in connection with each shipment of commodities received under the Agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or, if shipped where shipped;

2. A statement by it showing the progress made toward fulfilling the usual marketing requirements;

3. A statement of the measures it has taken to implement the provisions of paragraph A, numbers 2 and 3 of this Article; and

4. Statistical data on imports and exports by country of origin or destination of commodities which are the same as 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 of the amounts financed with respect to the commodities delivered during each calendar year. The Commodity Credit Corporation of the exporting country and the Government of the importing country may make such adjustments in the credit accounts as they mutually decide are appropriate.

F. Definitions

For the purpose of this Agreement:

1. Delivery shall be deemed to have occurred as of the onboard date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier;

2. Import shall be deemed to have occurred when the commodity has entered the country, and passed through customs, if any, of the importing country, and

namiento y distribución de los productos agrícolas. El Gobierno del país importador proporcionará, en la forma y en la fecha que el Gobierno del país exportador le solicite, un informe del progreso que el Gobierno del país importador está realizando para llevar a cabo dichas medidas de autoayuda.

D. Informes

Además de cualesquiera otros informes convenidos entre los dos Gobiernos, el Gobierno del país importador suministrará, por lo menos trimestralmente, durante el período de abastecimiento especificado en el Artículo 4 del Capítulo II de este Convenio y en cualquier período subsiguiente comparable, durante el cual se estén importando o utilizando los productos adquiridos conforme a este Convenio:

1. La información siguiente respecto a cada embarque de productos recibidos en virtud del Convenio: el nombre de cada barco; la fecha de llegada; el puerto de arribo; el producto recibido y su cantidad; el estado en que se recibió; la fecha en que se terminó la descarga; y el destino de la carga, es decir, almacenado, distribuído localmente o, si fué embarcado, a qué lugar se despachó;

2. Una declaración que indique el progreso alcanzado para satisfacer las demandas normales del mercado;

3. Una declaración relativa a las medidas que se han adoptado para poner en práctica las disposiciones contempladas en la sección A, incisos 2 y 3 de este Artículo; y

4. Datos estadísticos sobre las importaciones y exportaciones realizadas por país de origen o de destino, de los productos que son iguales o similares a los importados conforme al Convenio.

E. Procedimientos para Conciliación y Ajuste de Cuentas

Cada uno de los dos Gobiernos establecerá procedimientos apropiados para facilitar el ajuste de sus respectivas cuentas de las cantidades financiadas con respecto a los productos entregados durante cada año civil. La Commodity Credit Corporation del país exportador y el Gobierno del país importador podrán realizar en las cuentas de crédito los ajustes que convengan mutuamente que son apropiados.

F. Definiciones

A los efectos de este Convenio:

1. Se considerará que la entrega ha tenido lugar en la fecha de carga indicada en el conocimiento de embarque marítimo que ha sido firmado o aprobado con iniciales en nombre del transportador;

2. Se considerará que la importación se ha efectuado cuando el producto haya ingresado al país y haya pasado por la aduana, si hubiere, del país importador; y

3. Utilization shall be deemed to have occurred when the commodity is sold to the trade within the importing country without restriction on its use within the country or otherwise distributed to the consumer within the country.

G. Applicable Exchange Rate

For the purposes of this Agreement, the applicable exchange rate for determining the amount of any local currency to be paid to the Government of the exporting country shall be a rate which is not less favorable to the Government of the exporting country than the highest of exchange rates legally obtainable in the importing country and which is not less favorable to the Government of the exporting country than the highest of exchange rates obtainable by any other nation. With respect to local currency:

1. As long as a unitary exchange rate system is maintained by the Government of the importing country, the applicable exchange rate will be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency.

2. If a unitary rate system is not maintained, the applicable rate will be the rate (as mutually agreed by the two Governments) that fulfills the requirements of the first paragraph of this section G.

H. Consultation

The two Governments shall, upon request of either of them, consult regarding any matter arising under this Agreement, including the operation of arrangements carried out pursuant to this Agreement.

I. Identification and Publicity

The Government of the importing country shall undertake such measures as may be mutually agreed prior to delivery for the identification of food commodities at points of distribution in the importing country, and for publicity as provided for in subsection 103(1) of United States Public Law 480. [1]

[1] 80 Stat. 1528; 7 U.S.C. § 1703(*l*).

3. Se considerará que la utilización se ha efectuado, cuando el producto haya sido vendido al comercio dentro del país importador, sin restricciones en cuanto a su uso dentro del país, o haya sido distribuído de otra manera al consumidor dentro del país.

G. Tipo de Cambio Aplicable

Para los fines de este Convenio, el tipo de cambio aplicable para determinar la cantidad de cualquier moneda local a ser pagada al Gobierno del país exportador, será un tipo que no sea menos favorable al Gobierno del país exportador que los más altos tipos de cambio legalmente obtenibles en el país importador y que no sea menos favorable al Gobierno del país exportador que los más altos tipos de cambio obtenibles por cualquier otra nación. Respecto a la moneda local:

1. Mientras el Gobierno del país importador mantenga un sistema de tipo de cambio unitario, el tipo de cambio aplicable será el tipo al cual la autoridad monetaria central del país importador o su agente autorizado venda divisas por moneda local.

2. Si no se mantiene un tipo de cambio unitario, el tipo aplicable será aquél (según convengan mutuamente los dos Gobiernos) que cumpla con los requisitos del primer párrafo de esta sección G.

H. Consultas

Los dos Gobiernos, a petición de cualquiera de ellos, se consultarán respecto a cualquier asunto que surja del presente Convenio, incluyendo la aplicación de los arreglos que se lleven a cabo de conformidad con el mismo.

I. Identificación y Publicidad

El Gobierno del país importador adoptará las medidas que se hayan convenido mutuamente antes de la entrega, para la identificación de los productos alimenticios en los lugares de distribución en el país importador, como para la publicidad, tal como se dispone en la Subsección 103 (1) de la Ley Pública 480 de los Estados Unidos de América.

CHAPTER II - PARTICULAR PROVISIONS

ARTICLE 4

Commodity Table

Commodity	Supply Period (United States Fiscal Year)	Approximate Max. Quantity (Metric Tons)	Max. Export Market Value (Thousands)
Unmanufactured tobacco/ tobacco products	1970	335	$662
Soybean and/or cottonseed oil	1970	4, 000	1, 059
Wheat/wheat flour	1969	15, 000	953
Tallow, inedible	1970	2, 500	415
Ocean transportation (estimated)			250
		TOTAL	$3, 339

ARTICLE 5

Payment Terms

Dollar Credit.

A. Initial Payment - 5 percent.

[The phrase which followed at this point has been deleted in accordance with the exchange of notes of September 29 and October 1, 1969; see p. 28.]

B. Currency Use Payment - 5 percent of the dollar amount of the financing by the Government of the exporting country under this Agreement is payable upon demand by the Government of the exporting country, in amounts as it may determine and in accordance with paragraph 6 of the Dollar Credit Annex applicable to this Agreement. No requests for payment will be made by the Government of the exporting country prior to the first disbursement by the CCC under this Agreement and final payment will be requested no later than 30 days after the end of the period during which deliveries are made under the Agreement.

[The phrase which followed at this point has been deleted in accordance with the exchange of notes of September 29 and October 1, 1969; see p. 28.]

C. Number of Installment Payments - 19 annual installments.

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

E. Due Date of First Installment Payment - Two years from date of last delivery in each calendar year.

F. Initial Interest Rate - 2 percent.

G. Continuing Interest Rate - 3 percent.

CAPITULO II - DISPOSICIONES PARTICULARES

ARTÍCULO 4

Cuadro de Productos

Producto	Período de Suministro (Año fiscal de EE. UU.)	Cantidad Máxima Aproximada (Toneladas Métricas)	Valor Máxima en el Mercado de Exportación (en miles)
Tabaco no elaborado/productos de tabaco	1970	335	$662
Aceite de soya y/o aceite de semilla de algodón	1970	4,000	1,059
Trigo/harina de trigo	1969	15,000	953
Sebo no comestible	1970	2,500	415
Transporte marítimo (estimado)			250
		TOTAL	$3,339

ARTÍCULO 5

Términos de Pago

Crédito en Dólares.

A. Pagos inicial – 5 por ciento

B. Pagos en Moneda para Uso Local – 5 por ciento del monto en dólares de la financiación hecha por el Gobierno del país exportador de conformidad con este Convenio se pagará, a pedido del Gobierno del país exportador, en las-cantidades que éste determine y de acuerdo con lo dispuesto en el párrafo 6 del Anexo a este Convenio sobre Crédito en Dólares. Ningún pedido de pago podrá hacerse por el Gobierno del país exportador antes del primer desembolso por la CCC de acuerdo con este Convenio; y el pago final se solicitará dentro de los 30 días subsiguientes a la terminación del período durante el cual las entregas se efectúan de conformidad con este Convenio.

C. Número de cuotas – 19 cuotas anuales.

D. Monto de cada cuota – importes anuales aproximadamente iguales.

E. Fecha de vencimiento del pago de la primera cuota – dos años después de la fecha de la última entrega en cada año civil.

F. Tipo de interés inicial – 2 por ciento.

G. Tipo de interés de continuación – 3 por ciento.

ARTICLE 6

Usual Marketing Table

Commodity	Import Period (United States Fiscal Year)	Usual Marketing Requirements
Unmanufactured tobacco/ tobacco products	1970	865 metric tons (from the United States of America)
Soybean and/or cottonseed oil	1970	8,000 metric tons (of which at least 4,500 must be from the United States of America)
Wheat/wheat flour	1969	55,000 metric tons
Tallow, inedible	1970	18,500 metric tons (of which at least 13,500 must be from the United States of America)

ARTICLE 7

Export Limitations

A. With respect to each commodity financed under this Agreement, the export limitation period for the same or like commodity shall be the period beginning on the date of the signature of this Agreement and ending on the final date on which the relevant commodity financed under this Agreement is being imported and utilized.

B. For the purpose of Chapter I, Article 3, paragraph A, number 3 of the Agreement, the commodities considered to be the same as, or like, the commodities imported under this Agreement are as follows: for wheat/wheat flour—foodgrains, including wheat, wheat flour, corn, rice and barley; for soybeans and/or oil—edible vegetable oilseeds and oils; for inedible tallow—edible and inedible tallow.

ARTICLE 8

Self-Help Measures

The Government of the importing country agrees to:

A. Initiate a program to support increased per capita food production by providing adequate producer incentives through such measures as making equitable commodity pricing adjustments, taking measures to make fertilizer and other essential agricultural inputs available at reasonable prices, and completing unfinished irrigation projects in critical areas.

ARTÍCULO 6

Cuadro de Comercialización Usual

Producto	Período de importación (Año fiscal de EE. UU.)	Demanda normal del mercado
Tabaco no elaborado/ productos de tabaco	1970	865 toneladas métricas (de los Estados Unidos de América)
Aceite de soya y/o de semilla de algodón	1970	8.000 toneladas métricas (de las cuales por lo menos 4.500 serán importadas de los Estados Unidos de América)
Trigo/harina de trigo	1969	55.000 toneladas métricas
Sebo no comestible	1970	18.500 toneladas métricas (de las cuales por lo menos 13.500 serán importadas de los Estados Unidos de América)

ARTÍCULO 7

Limitaciones a la Exportación

A. Con respecto a cada producto financiado bajo este Convenio, el plazo de limitación para la exportación de dicho producto o de uno similar será el período que comienza con la fecha en que se firme este Convenio y que termina en la fecha en que dicho producto financiado bajo este Convenio sea importado y utilizado.

B. Para los efectos de lo dispuesto en el Capítulo I, Artículo 3, párrafo A, inciso 3 del Convenio, los productos que se consideran como iguales o semejantes a los importados bajo este Convenio son los siguientes: para trigo/harina de trigo—granos alimenticios, incluyendo trigo, harina de trigo, maíz, arroz y cebada; para soya y/o aceite—semillas comestibles oleaginosas y sus aceites; para sebo no comestible—sebo comestible y no comestible.

ARTÍCULO 8

Medidas de Autoayuda

El Gobierno del país importador se compromete a:

A. Iniciar un programa que apoye el incremento de la producción alimenticia per capita y proporcione estímulos adecuados al productor, mediante disposiciones tales como reajustes equitativas de precios de los productos; la adopción de medidas para que los fertilizantes y otros insumos esenciales a la agricultura estén disponibles a precios razonables, así como terminar los proyectos incompletos de regadío en las zonas críticas.

OREGON SUPREME COURT LIBRARY

B. Strengthen agricultural credit institutions and provide needed agricultural credit for operators of small and medium size farms.

C. Continue to support improvement of the marketing and distribution system for agricultural products, including provision of adequate storage, transportation and port facilities.

D. Continue to encourage private sector investment in agro-industries.

E. Improve the Extension Service of the Ministry of Agriculture through provision of adequate fiscal support, training of staff, and strengthening working relationships with the semi-autonomous research organization, INIAP, to assure dissemination of research results to farmers.

F. Expand the facilities of INIAP to include rice research and work on other crops directed toward greater diversification of agriculture.

G. Strengthen systems of collection and analysis of statistics; formulate appropriate agricultural policy measures, including any necessary diversification plans to enable Ecuador to meet its coffee production goal and to contribute effectively toward bringing world coffee supplies into alignment with demand; and prepare for and participate in the FAO 1970 World Census of Agriculture.

Article 9

Economic Development Purposes for Which Proceeds Referred to in Number 4 of the Dollar Credit Annex are to be Used

All local currencies generated through the sale of commodities under this Agreement are to be used in support of the self-help measures set forth in Article 8 above. Priority consideration will be given to agricultural credit, extension, research, construction of irrigation facilities and preparation for the World Agricultural Census. These generated funds may be used only on a proportionate fund matching basis as mutually agreed upon by the two countries.

Article 10

Other Provisions

A. The currency use payment under Article 5, paragraph B of this Agreement shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year payment, plus (b) the combined payments of principal and interest starting with the first installment payment, until the value of currency use payments has been offset.

B. Fortalecer las instituciones de crédito agrícola y otorgar los créditos agrícolas que necesiten los poseedores de fundos pequeños y de mediano tamaño.

C. Seguir apoyando el mejoramiento del sistema de comercialización y distribución de los productos agrícolas, incluyendo medidas para el adecuado almacenamiento, transporte y facilidades portuarias.

D. Seguir alentando las inversiones del sector privado en las industrias agropecuarias.

E. Mejorar el Servicio de Extensión del Ministerio de Agricultura mediante una adecuada ayuda fiscal, capacitación del personal y fortalecimiento de las relaciones de trabajo con la organización de investigación semi-autónoma, INIAP, a fin de asegurar la divulgación de los resultados de las investigaciones a los agricultores.

F. Ampliar el alcance de INIAP, para incluir investigaciones sobre el arroz y trabajos sobre otros cultivos dirigidos hacia una mayor diversificación de la agricultura.

G. Acentuar el empleo de los sistemas de acopio de datos y análisis de estadísticas; formular medidas apropiadas de política agrícola, incluyendo planes necesarios de diversificación, encaminados a capacitar al Ecuador para satisfacer sus metas de producción cafetalera, contribuyendo así eficazmente a poner los abastecimientos mundiales de café en equilibrio con la demanda; y prepararse y participar en el Censo Mundial de Agricultura de 1970 de la FAO.

Artículo 9

Propósitos de Desarrollo Económico para los cuales se utilizarán los Ingresos Contemplados en el Incisco 4 del Anexo de Crédito en Dólares

Toda la moneda local que resulte de la venta de los productos bajo este Convenio debe utilizarse para poner en práctica las medidas de autoayuda establecidas en el anterior Artículo 8. Se dará consideración de prioridad al crédito agrícola, a la extensión, a la investigación, a la construcción de obras de regadío y a la preparación para el Censo Agrícola Mundial. Estos fondos resultantes pueden usarse solamente a base de fondos pareados proporcionales, según convengan de mutuo acuerdo los dos países.

Artículo 10

Otras Disposiciones

A. El pago en moneda para uso local contemplado en el Artículo 5, inciso B de este Convenio, se acreditará para (a) el pago de los intereses de cada año vencidos durante el período anterior a la fecha en que debe efectuarse el primer abono, comenzando con el pago del primer año, más (b) los pagos combinados de capital e intereses, comenzando con el primer abono, hasta que el valor de los pagos en moneda local hayan sido compensados.

B. Notwithstanding number 4 of the Annex, the Government of the importing country may withhold from deposit in the special account referred to in said number or may withdraw from amounts deposited therein so much of the proceeds accruing to it from the sale of commodities financed under this Agreement as is equal to the amount of the currency use payments made by the Government of the importing country.

C. The Government of the importing country shall bear the costs of port charges at discharge port. Accordingly, the balance of ocean transportation costs to be financed on credit terms pursuant to number 1 of the Dollar Credit Annex shall be reduced by 10 percent of the ocean transportation costs on packaged commodities carried as liner parcels where the freight rate includes cost of stevedoring at discharge port and by 2 percent on all other shipments.

CHAPTER III - FINAL PROVISIONS

ARTICLE 11

This Agreement may be terminated by either Government by notice of termination to the other Government. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.

ARTICLE 12

This Agreement shall enter into force upon signature.

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

DONE at Quito, Ecuador, in duplicate in the English and Spanish languages with equal validity, this 30th day of June 1969.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

E O SESSIONS

Edson O. Sessions
Ambassador of the
United States of America

B. No obstante lo dispuesto en el inciso 4 del Anexo, el Gobierno del país importador puede abstenerse de depositar en la cuenta especial contemplada en dicho inciso o puede retirar del importe depositado en esa cuenta una cantidad de los ingresos acumulados por la venta de los productos financiados bajo este Convenio igual a la suma del monto de pagos en moneda para uso local realizados por el Gobierno del país importador.

C. El Gobierno del país importador paragá los gastos portuarios en el puerto de descarga. Por consiguiente, el balance del costo de transporte marítimo que debe financiarse a crédito, de conformidad con lo previsto en el inciso 1 del Anexo de Crédito en Dólares, será reducido en un 10 por ciento del costo de transporte marítimo respecto a los productos embalados transportados como bultos marítimos, cuando la tarifa del flete incluye los gastos de estiba en el puerto de descarga, y en un 2 por ciento en todos los otros embarques.

CAPITULO III - DISPOSICIONES FINALES

Artículo 11

Este Convenio puede darse por terminado por cualquiera de los Gobiernos mediante una notificación de terminación al otro Gobierno. Esta terminación no reducirá ninguna de las obligaciones financieras contraídas por el Gobierno del país importador a la fecha de su terminación.

Artículo 12

Este Convenio entrará en vigor al firmarse.

En fe de lo cual, los respectivos representantes, debidamente autorizados para el efecto, han suscrito el presente Convenio.

Dado en Quito, Ecuador, en duplicado, en los idiomas español e inglés, siendo ambos textos de igual validez, este 30 día de Junio 1969.

POR EL GOBIERNO DE LA REPUBLICA DEL ECUADOR

B. Ottati M.

Econ. Benito Ottati M.
Ministro de Finanzas

DOLLAR CREDIT ANNEX TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF ECUADOR FOR SALES OF AGRICULTURAL COMMODITIES

The following provisions apply with respect to the sales of commodities financed on dollar credit terms:

1. In addition to bearing the cost of ocean freight differential as provided in Chapter I, Article 1, paragraph F, of this Agreement, the Government of the exporting country will finance on credit terms the balance of the costs for ocean transportation of those commodities that are required to be carried in United States flag vessels. The amount for ocean transportation (estimated) included in any commodity table specifiying credit terms does not include the ocean freight differential to be borne by the Government of the exporting country and is only an estimate of the amount that will be necessary to cover the ocean transporation costs to be financed on credit terms by the Government of the exporting country. If this estimate is not sufficient to cover these costs, additional financing on credit terms shall be provided by the Government of the exporting country to cover them.

2. 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:

a. 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, and

b. The ocean transportation costs financed by the Government of the exporting country in accordance with number 1 of this Annex (but not the ocean freight differential).

This principal shall be paid in accordance with the payment schedule in Chapter II of this agreement. The first installment payment shall be due and payable on the date specified in Chapter II of this Agreement. Subsequent installment payments shall be due and payable at intervals of one year thereafter. Any payment of principal may be made prior to its due date.

3. Interest on the unpaid balance of the principal due the Government of the exporting country for commodities delivered in each calendar year under this Agreement shall begin on the date of last delivery of these commodities in such calendar year. Interest shall be paid not later than the due date of each installment payment of principal, except that if the date of the first installment is more than a year after such date of last delivery, the first payment of interest shall be made not later than the anniversary date of such date of last

ANEXO DE CREDITO EN DOLARES AL CONVENIO CELEBRADO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE LA REPUBLICA DEL ECUADOR, PARA LA VENTA DE PRODUCTOS AGRICOLAS

Las siguientes disposiciones se aplican respecto a las ventas de productos financiadas en créditos de dólares:

1. Además de sufragar el costo del diferencial de flete marítimo, como se dispone en el Capítulo I, Artículo 1, inciso F de este Convenio, el Gobierno del país exportador financiará a crédito el saldo de los costos de transporte marítimo de esos productos que se requieran transportar en barcos de bandera de los Estados Unidos. El importe del transporte marítimo (calculado) incluído en cualquier cuadro de productos que especifique condiciones de crédito no incluye el costo del diferencial de flete marítimo que ha de pagar el Gobierno del país exportador y es sólamente un cálculo de la cantidad necesaria para sufragar los costos del transporte marítimo a ser financiados a crédito por el Gobierno del país exportador. Si este cálculo no es suficiente para cubrir tales costos, el Gobierno del país exportador proporcionará financiación adicional a crédito para cubrirlos.

2. Respecto a los productos entregados en cada año civil de conformidad con este Convenio, el capital del crédito (denominado en adelante capital), consistirá de:

a. La cantidad en dólares desembolsada por el Gobierno del país exportador para los productos (sin incluir ningún costo de transporte marítimo), menos toda porción del pago inicial pagadera al Gobierno del país exportador; y

b. Los costos del transporte marítimo financiados por el Gobierno del país exportador, de conformidad con lo dispuesto en el inciso 1 de este Anexo (pero sin incluir el costo del diferencial de flete marítimo).

Este capital se pagará de acuerdo con las condiciones de pago señaladas en el Capítulo II de este Convenio. La primera cuota se vencerá y será pagadera en la fecha que se indica en el Capítulo II de este Convenio. Las cuotas subsiguientes se vencerán y serán pagaderas con intervalos de un año después de la primera. Cualquier pago del capital podrá efectuarse antes de la fecha de su vencimiento.

3. El interés sobre el saldo no pagado del capital adendado al Gobierno del país exportador por los productos entregados en cada año civil, conforme al presente Convenio, comenzará a correr en la fecha de la última entrega de tales productos en dicho año civil. El interés se pagará a más tardar en la fecha de vencimiento de cada cuota de capital, excepto que si la fecha de la primera cuota fuere más de un año posterior a la fecha de la última entrega, en primer pago de interés deberá hacerse a más tardar en la fecha del aniversario

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delivery and thereafter payment of interest shall be made not later than the due date of each installment payment of principal. For the period from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Chapter II of this Agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in the same Chapter II of this Agreement.

4. The Government of the importing country shall deposit the proceeds accruing to it from the sale of commodities financed under this Agreement (upon the sale of the commodities within the importing country) in a special account in its name that will be used for the sole purpose of holding the proceeds covered by this paragraph. Withdrawals from this account shall be made for the economic development purposes specified in Chapter II of this Agreement in accordance with procedures mutually satisfactory to the two Governments. The total amount deposited under this paragraph shall not be less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities including the related ocean transportation costs other than the ocean freight differential.

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 such form and at such times as may be requested by the Government of the exporting country, but not less frequently than on an annual basis, reports containing relevant information concerning the accumulation and use of these proceeds, including information concerning the program for which these proceeds are used, and, when the proceeds are used for loans, the prevailing rate of interest for comparable loans in the importing country.

5. The computation of the initial payment under Chapter I, Article 2, paragraph A of this Agreement and all computations of principal and interest under numbered paragraphs 2 and 3 of this Annex shall be made in United States dollars.

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

a. The payments shall be made in local currency at the applicable exchange rate specified in Chapter I, Article 3, paragraph 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 Govern-

de la última entrega y, de aní en adelante, el pago de los intereses se hará a más tardar en la fecha de vencimiento de cada cuota de capital. Por el período desde la fech en que el interés comienza hasta la fecha de vencimiento del primer pago, el interés se computará al tipo inicial estipulado en el Capítulo II de este Convenio. De ahí adelante, el interés se computará al tipo de continuación determinado en el mismo Capítulo II.

4. El Gobierno del país importador depositará los ingresos devengados de la venta de los productos financiados bajo este Convenio (después de la venta de los mismos dentro del país importador) en una cuenta especial a su nombre que será utilizada con el único propósito de guardar los ingresos que contempla esta párrafo. Los retiros de esta cuenta se harán para los propósitos de desarrollo económico especificados en el Capítulo II de este Convenio, de acuerdo con procedimientos mutuamente satisfactorios para los dos Gobiernos. La suma total depositada en virtud de este párrafo no será inferior al equivalente en moneda local del desembolso en dólares efectuado por el Gobierno del país exportador, en relación con la financiación de los productos, incluyendo los respectivos costos del transporte marítimo que no sea el costo del diferencial de transporte marítimo.

El tipo de cambio que se aplicará para calcular este equivalente en moneda local será el tipo al cual la autoridad central monetaria o su agente autorizado, vende divisas por moneda local en relación con la importación comercial de los mismos productos. Cualquier suma de estos ingresos devengados que se conceda en préstamos por el Gobierno del país importador a organizaciones privadas o no gubernamentales, se prestará a tasas de interés aproximadamente equivalentes a las cobradas para préstamos similares en el país importador. El Gobierno del país importador proporcionará, en la forma y en las oportunidades en que el Gobierno del país exportador lo solicite, pero con una frecuencia no inferior a la anual, informes que contengan información pertinente relativa a la acumulación y utilización de estos ingresos, incluyendo información relativa a los programas para los cuales se usan estos ingresos y, cuando se utilicen para préstamos, el tipo de interés vigente en el país importador para préstamos similares.

5. El cómputo del pago inicial en virtud de Capítulo I, Artículo 2, inciso A de este Convenio, y todos los cómputos de capital e interés previstos en los incisos 2 y 3 de este Anexo, se harán en dólares de los Estados Unidos.

6. Todos los pagos se harán en dólares de los Estados Unidos o, si el Gobierno del país exportador así optare:

a. Los pagos se harán en moneda local, al tipo de cambio aplicable que se especifica en el Artículo e, párrafo G del Capítulo I de este Convenio, en vigor en la fecha del pago; y, a opción del Gobierno del país exportador, serán convertidos en dólares de los Estados Unidos al mismo tipo de cambio, o utilizados por el Gobierno del

ment of the exporting country for payment of its obligations in the importing country, or

b. 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.

país exportador para el pago de sus obligaciones en el país importador; o

b. Los pagos se harán en monedas fácilmente convertibles de terceros países a un tipo de cambio mutuamente convenido, y serán usados por el Gobierno del país exportador para el pago de sus obligaciones.

The American Ambassador to the Acting Minister of Finance of Ecuador

EMBASSY OF THE
UNITED STATES OF AMERICA
Quito, September 29, 1969

Note No. 103

EXCELLENCY:

I have the honor to refer to the Agricultural Commodity Agreement between our two Governments signed on June 30, 1969, and propose that:

A. The supply period for wheat will be extended to June 30 1970. This extension also signifies recognition by the Government of the Republic of Ecuador of its obligation to make commercial imports of wheat from free world sources (i.e. the usual marketing requirement) during the United States Fiscal Year (hereafter referred to as FY) 1970 at the same level as during FY 1969 (55,000 Metric Tons). In the event that the total FY 1969 wheat usual marketing requirement is not imported, any shortfall would also have to be imported during the period of this extension.

B. The date for the calculation of interest and for determining the beginning of the principal payment for wheat delivered between January 1, 1969, and June 30, 1969, shall be the date of the last delivery prior to July 1, 1969, rather than the date of the last delivery in the Calendar Year as specified in the Dollar Credit Annex. The corresponding date for which delivery under the proposed extension during FY 1970 will be that specified in the Dollar Credit Annex.

C. In Article 5A, Chapter II all words following the word "percent" be deleted; and

D. In Article 5B, Chapter II, the entire last sentence be deleted.

All other terms and conditions of the June 30, 1969 Agreement remain the same.

If the above proposals are acceptable to the Government of the Republic of Ecuador, I have the honor to propose that this note and Your Excellency's reply of concurrence shall together constitute an Agreement between our two Governments to enter into force upon the date of your note in reply.

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

EDSON O. SESSIONS

His Excellency
RAFAEL SILVA ESTRADA
Acting Minister of Finance
Quito.

TIAS 6867

The Acting Minister of Finance of Ecuador to the American Ambassador

REPUBLICA DEL ECUADOR
MINISTERIO DE FINANZAS

Nº 5067

QUITO, *a 1 Oct. 1969*

SEÑOR EMBAJADOR:

Tengo el honor de avisar recibo a Vuestra Excelencia de su atenta nota número 103, de 29 de septiembre del año en curso, que se refiere al Convenio de 1969 sobre Excedentes Agrícolas suscrito entre los Gobiernos del Ecuador y de los Estados Unidos de América, comunicación que se encuentra concebida en los siguientes términos:

EMBAJADA DE LOS
ESTADOS UNIDOS DE AMÉRICA
Quito, Septiembre 29, de 1969

Nota Nº 103

EXCELENCIA:

Tengo a honra referirme al Convenio sobre Productos Agrícolas celebrado entre nuestros dos Gobiernos y suscrito en Junio 30, 1969, y propongo:

A. Que el período de suministro de trigo sea prorrogado hasta Junio 30, 1970. Esta ampliación también significa el reconocimiento, por parte del Gobierno de la República del Ecuador, de su obligación de hacer importaciones comerciales de trigo de fuentes del mundo libre (o sea el requisito usual de mercadeo) durante el Año Fiscal de los Estados Unidos (al que se denomina en adelante FY) 1970, al mismo nivel que durante el FY 1969 (55.000 Toneladas Métricas). En caso de que no sea importe el requisito usual de mercadeo total del FY 1969, cualquier faltante tendría también que importarse durante el período de la prórroga.

B. La fecha para el cálculo de intereses y para determinar el comienzo del pago de capital para el trigo entregado entre Enero 1, 1969 y Junio 30, 1969, será la fecha de la última entrega antes de Julio 1, 1969, y no la fecha de la última entrega en el Año de Calendario, según se especifica en el Anexo de Crédito en Dólares. La fecha correspondiente para la entrega según la prórroga propuesta durante el FY 1970 será la que se especifica en el Anexo de Crédito en Dólares.

C. En el Artículo 5A, Capítulo II, se suprimen todas las palabras que siguen a la palabra "por ciento"; y

D. En el Artículo 5B, Capítulo II, se suprime toda la última frase.

Todas las otras condiciones del Convenio de Junio 30, 1969, permanecen sin modificación.

Si las propuestas que anteceden son aceptables para el Gobierno del Ecuador, tengo a honra proponer que esta nota y la respuesta de usted dando su conformidad, constituyan juntas un Convenio

entre nuestros dos Gobiernos que entre en vigencia en la fecha de la nota de respuesta de usted.

Sírvase aceptar las reiteradas seguridades de mi más alta consideración.

EDSON O. SESSIONS, *Embajador.*

Señor DON RAFAEL SILVA ESTRADA,
Ministro Interino de Finanzas.
Quito.

Me place manifestar a Vuestra Excelencia que mi Gobierno confirma el entendimiento del Gobierno de los Estados Unidos de América, expresado en la nota antes transcrita. En consecuencia, la Nota de Vuestra Excelencia y ésta, de respuesta, constituyen Acuerdo Formal entre los dos Gobiernos, a partir de la presente fecha.

Aprovecho esta ocasión para renovar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

Atentamente, Dios, Patria y Libertad,

[SEAL] R SILVA ESTRADA

Econ. Rafael Silva Estrada,
Ministro Interino de Finanzas

A su Excelencia Señor EDSON O. SESSIONS
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América,
Ciudad.

Translation

REPUBLIC OF ECUADOR
MINISTRY OF FINANCE

No. 5067 QUITO, *October 1, 1969*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 103 of September 29, 1969, which refers to the Agricultural Commodity Agreement of 1969 concluded between the Government of Ecuador and the Government of the United States of America, which note reads as follows:

[For the English language text, see p. 1134.]

I am happy to inform Your Excellency that my Government confirms the understanding of the Government of the United States of

America set forth in the note transcribed above. Consequently, Your Excellency's note and this note in reply shall constitute a formal agreement between the two Governments, to enter into force on this date.

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

[SEAL]

R. SILVA ESTRADA
Rafael Silva Estrada
Acting Minister of Finance

His Excellency
EDSON O. SESSIONS,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Quito.

The American Chargé d'Affaires ad interim to the Minister of Finance of Ecuador

EMBASSY OF THE
UNITED STATES OF AMERICA
Quito, March 4, 1970

No. 20

EXCELLENCY:

I have the honor to refer to the agricultural commodities agreement between our two Governments signed on June 30, 1969, and propose that Chapter I, Article 3, A, 3 be amended by deleting the words "or like."

I further propose that Chapter II, Article 7, B be amended to read as follows:

> "B. For the purpose of Chapter I, Article 3, paragraph A, number 3 of the Agreement, the commodities considered to be the same as the commodities imported under this Agreement are as follows: for wheat/wheat flour—wheat and wheat products; for soybeans and/or oil—edible vegetable oilseeds and oils; for inedible tallow—edible and inedible tallow."

If the foregoing is acceptable to your Government, I have the honor to propose that this note and your reply concurring therein shall constitute an agreement between our two Governments, to be effective on the date of your note in reply.

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

SAMUEL D. EATON

Samuel D. Eaton
Chargé d'Affaires, a. i.

His Excellency
LUÍS GÓMEZ IZQUIERDO
Minister of Finance
Quito.

The Minister of Finance of Ecuador to the American Chargé d'Affaires ad interim

República del Ecuador
MINISTERIO DE FINANZAS

Oficio Nº 1396

QUITO, *a 6 Abr. 1970*

SEÑOR EMBAJADOR:

Tengo el honor de avisar recibo a Vuestra Excelencia de su atenta nota número 20, de 4 de marzo de 1970, que se refiere al Convenio de 1969 sobre Excedentes Agrícolas entre los Gobiernos del Ecuador y de los Estados Unidos de América, comunicación que se halla concebida en los siguientes términos:

Nota 20

TRADUCIÓN NO OFICIAL

EMBAJADA DE LOS
ESTADOS UNIDOS DE AMÉRICA
Quito, 4 de marzo de 1970

EXCELENCIA:

Tengo a honra referirme al convenio sobre productos agrícolas suscrito entre nuestros dos Gobiernos el 30 de junio de 1969, y propongo que se modifique el Capítulo I, Artículo 3, A, 3 suprimiendo las palabras "o como".

Propongo, además que el Capítulo II, Artículo 7, B se modifique de manera que diga así:

"B. Para el objeto del Capítulo I, Artículo 3, párrafo A, número 3 del Convenio, los productos que se considera que son los mismos que los productos importados en virtud de este Convenio, son los siguientes: para trigo/harina de trigo—trigo y productos de trigo; para granos de soya y/o aceite—semillas oleaginosas vegetales comestibles y aceites; para sebo no comestible—sebo comestible y no comestible".

Si lo que antecede es aceptable para su Gobierno, tengo a honra proponer que esta nota y su respuesta dándome su conformidad a la

misma, constituyan un convenio celebrado entre nuestros dos Gobiernos, con vigencia a partir de la fecha de su nota de respuesta.

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

SAMUEL D. EATON
Encargado de Negocios, a.i.

A su Excelencia
LUIS GOMEZ IZQUIERDO
Ministro de Finanzas
Quito"

Me place manifestar a Vuestra Excelencia, que mi Gobierno confirma el entendimiento del Gobierno de los Estados Unidos de América expresado en la nota antes transcrita. En consecuencia, la nota de Vuestra Excelencia y ésta, de respuesta, constituyen acuerdo formal entre los dos Gobiernos, a partir de la presente fecha.

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

Atentamente, Dios, Patria y Libertad,

L GÓMEZ I
Luis Gómez Izquierdo
Ministro de Finanzas

A su Excelencia SEÑOR SAMUEL D. EATON
Encargado de Negocios, a.i.
de los Estados Unidos de América
Ciudad.

Translation

REPUBLIC OF ECUADOR
MINISTRY OF FINANCE

Official communication No. 1396 QUITO, *April 6, 1970*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 20 of March 4, 1970, which refers to the Agricultural Commodities Agreement of 1969 between the Government of Ecuador and the Government of the United States of America and which reads as follows:

[For the English language text, see p. 1137.]

I am happy to inform Your Excellency that my Government confirms the understanding of the Government of the United States of America set forth in the note transcribed above. Consequently,

Your Excellency's note and this note in reply shall constitute a formal agreement between the two Governments beginning on this date.

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

L. GÓMEZ I.

Luis Gómez Izquierdo
Minister of Finance

Mr. SAMUEL D EATON,
Chargé d'Affaires ad interim
of the United States of America,
Quito.

URUGUAY

Agricultural Commodities

Agreements amending the agreement of January 19, 1968, as amended.
Effected by exchange of notes
Dated at Montevideo March 4 and 18, 1970;
Entered into force March 18, 1970.
And exchange of notes
Dated at Montevideo April 7 and 17, 1970;
Entered into force April 17, 1970.

The American Embassy to the Ministry of Foreign Affairs of Uruguay

No. 100

The Embassy of the United States of America has the honor to refer to the PL 480[1] Title One Sales Agreement dated January 19, 1968, as amended June 27, 1968,[2] and to propose that it be further amended as follows:

In Part I, Article III A 3, to delete the words "or like".

In Part II, Item I, Commodity Table, to delete the words "and/or grain sorghums".

In Part II, Item IV B, to delete the entire Paragraph B and substitute the following:

> "B. For purposes of Part I, Article III A 3 of the Agreement, commodities considered to be the same as commodities financed under this Agreement are: for wheat/wheat flour—wheat/wheat flour; for corn—corn; and for nonfat dry milk—nonfat dry milk and products thereof."

All other items of the Agreement remain unchanged.

The Embassy of the United States of America has the honor to propose that this note and the reply concurring thereto by the Ministry of Foreign Relations of the Oriental Republic of Uruguay shall constitute an agreement between our two Governments effective as of the date of the reply by the Ministry of Foreign Relations.

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[1] 80 Stat. 1526; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 6445, 6564; 19 UST 4534, 6048.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Relations of the Oriental Republic of Uruguay the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA
Montevideo, March 4, 1970

The Ministry of Foreign Affairs of Uruguay to the American Embassy

MINISTERIO DE RELACIONES EXTERIORES

DEPTO. R. ECONOMICAS INTERNACIONALES

E. 7.-468/70 AE/ae

MONTEVIDEO, *18 de marzo de 1970.*

El Ministerio de Relaciones Exteriores presenta sus más atentos saludos a la Embajada de los Estados Unidos de América y tiene el honor de referirse al Acuerdo de Titulo Uno de Ventas de la Ley Pública 489 (PL 480), fechado el día 19 de enero de 1968, enmendado el 27 de junio de 1968.

Al respecto, el Ministerio de Relaciones Exteriores tiene el honor de comunicar a la Embajada de los Estados Unidos de América que el Ministerio de Ganadería y Agricultura presta su conformidad a la enmienda en trámite para dicho Acuerdo.

En consecuencia, las modificaciones a introducir serían las siguientes: en la Parte I, Artículo III A 3 deben suprimirse las palabras "o parecido."

En la parte II, Item I, Cuadro de Productos, deben suprimirse las palabras "y/o sorgos graníferos".

En la parte II, Item IV B deberá suprimirse por entero el párrafo B y sustituirse por el siguiente: "B. Para los fines de la parte I del Artículo III A 3 del Acuerdo, los artículos considerados como los mismos financiados bajo este Acuerdo son: para trigo y harina de trigo—trigo y harina de trigo; para maíz—maíz; y para leche en polvo descremada—leche en polvo descremada y subproductos."

Todos los otros términos incluídos en el Acuerdo quedarán incambiados.

El Ministerio de Relaciones Exteriores aprovecha la oportunidad para reiterar a la Embajada de los Estados Unidos de América las seguridades de su más alta consideración.

A LA EMBAJADA DE LOS
ESTADOS UNIDOS DE AMÉRICA
Montevideo

Translation

MINISTRY OF FOREIGN AFFAIRS

INTERNATIONAL ECONOMIC AFFAIRS DIVISION

E.7-468/70 AE/ac

MONTEVIDEO, *March 18, 1970*

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to refer to the Agreement concluded under Title I on Sales of Public Law 489 (PL 480), dated January 19, 1968, as amended on June 27, 1968.

In that connection, the Ministry of Foreign Affairs has the honor to inform the Embassy of the United States of America that the Ministry of Animal Husbandry and Agriculture concurs in the proposed amendment to the said Agreement.

Therefore, the changes to be made would be as follows: in Part I, Article III A (3), the words "or like" should be deleted.

In Part II, Item I, Commodity Table, the words "and/or grain sorghums" should be deleted.

In Part II, Item IV B, the entire paragraph B should be deleted and replaced by the following paragraph: "B. For the purposes of Part I, Article III A (3) of the Agreement, the commodities considered to be the same as those financed under this Agreement are: for wheat and wheat flour—wheat and wheat flour; for corn—corn; and for nonfat dry milk—nonfat dry milk and products thereof."

All other terms used in the Agreement will remain unchanged.

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

[SEAL] [Initialed]

The American Embassy to the Ministry of Foreign Affairs of Uruguay

No. 147

The Embassy of the United States of America has the honor to refer to the Agreement for Sales of Agricultural Commodities signed by representatives of our two governments on January 19, 1968, as amended. The Embassy has the honor to propose that:

1. Paragraph 4 of the Dollar Credit Annex to the Agreement be designated paragraph 4(A) and the first sentence changed to read as follows:

"Except as modified by paragraph 4(B) below, the Government of the importing country shall deposit the proceeds accruing to it from the sale of commodities financed under this agreement (at such time and in such amounts as shall be mutually agreed, provided that the entire amount is deposited no later than June 30, 1970) in a special account in its name that will be used for the sole purpose of holding the proceeds covered by this paragraph."

2. The following new paragraph 4(B) be added:

"4(B). With reference to sales of corn imported under this agreement and which is still the property of the Government of the Oriental Republic of Uruguay as of the date of this note, the total amount to be deposited in the Special Account shall be the proceeds generated by such corn sales instead of the local currency equivalent of the dollar disbursement for the corn by the exporting country. These corn sale proceeds shall be deposited in the Special Account within twelve (12) months of such sales."

3. All other items and conditions of the Agreement remain unchanged.

If the foregoing amendment is acceptable to the Government of the Oriental Republic of Uruguay, the Embassy has the honor to propose that this note and the reply by the Ministry of Foreign Relations concurring thereto shall constitute agreement between our two governments effective as of the date of the note in reply by the Ministry of Foreign Relations.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA,
Montevideo April 7, 1970.

The Ministry of Foreign Affairs of Uruguay to the American Embassy

MINISTERIO DE RELACIONES EXTERIORES

MONTEVIDEO, *17 de abril de 1970.*

El Ministerio de Relaciones Exteriores tiene el honor de dirigirse a la Embajada de los Estados Unidos de América con referencia a su nota N°147 del 7 de abril de 1970, en relación con el Acuerdo para la Venta de Productos Agrícolas firmado por los representantes de ambos Gobiernos el 19 de enero de 1968 y sus correspondientes modificaciones.

En dicha nota, la Embajada de los Estados Unidos de América propone al Ministerio de Relaciones Exteriores los siguientes cambios adicionales al Convenio mencionado:

1. Que el párrafo 4 del anexo al Acuerdo, referente al Crédito en dólares, sea designado Párrafo 4 (A) y la primera frase del mismo sea redactada en los siguientes términos: "Sujeto a las modificaciones previstas en el párrafo 4 (B) que sigue, el Gobierno del país importador depositará el producido de la venta de los productos financiados al amparo de este Acuerdo (en montos y dentro de un plazo fijados de mútuo acuerdo, a condición que el monto total sea depositado antes del 30 de junio de 1970) en una Cuenta Especial, a su nombre, que será utilizada solamente para depositar el producido cubierto por este párrafo."
2. Que sea agregado al Acuerdo un nuevo párrafo 4 (B), redactado en los siguientes términos: "4 (B). Con respecto a las ventas de maíz importado al amparo del presente Acuerdo y que continúe siendo de propiedad del Gobierno de la República Oriental del Uruguay a la fecha de esta nota, el monto total a ser depositado en la Cuenta Especial será el importe recaudado por concepto de las ventas de dicho maíz, en lugar del equivalente en moneda uruguaya del desembolso en dólares incurrido por el país exportador. Las recaudaciones por ventas de maíz serán depositadas en la Cuenta Especial antes referida dentro de los doce (12) meses de efectuadas dichas ventas".

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3. Los demás términos y condiciones del Acuerdo permanecen incambiados.

El Ministerio de Relaciones Exteriores manifiesta su conformidad con las enmiendas que anteceden, y acepta que la presente nota, junto con la nota anteriormente referida y del mismo tenor de la Embajada de los Estados Unidos de América, constituyan un Acuerdo entre los dos Gobiernos, efectivo a partir de la fecha de esta comunicación.

El Ministerio de Relaciones Exteriores se vale de esta oportunidad para reiterar a la Embajada de los Estados Unidos de América las seguridades de su más alta consideración.

[SEAL]

A LA EMBAJADA DE LOS
ESTADOS UNIDOS DE AMÉRICA
Montevideo

Translation

MINISTRY OF FOREIGN AFFAIRS

MONTEVIDEO, *April 17, 1970*

The Ministry of Foreign Affairs has the honor to address the Embassy of the United States of America with reference to its note No. 147 of April 7, 1970, concerning the Agreement for Sales of Agricultural Commodities signed by representatives of our two Governments on January 19, 1968, as amended.

In that note, the Embassy of the United States of America proposes to the Ministry of Foreign Affairs the following additional amendments to the aforesaid Agreement:

1. That Paragraph 4 of the Dollar Credit Annex to the Agreement be designated Paragraph 4 (A) and the first sentence changed to read as follows: "Except as modified by paragraph 4 (B) below, the Government of the importing country shall deposit the proceeds accruing to it from the sale of commodities financed under this Agreement (within such time limit and in such amounts as shall be mutually agreed, provided that the entire amount is deposited before June 30, 1970) in a special account in its name that

will be used for the sole purpose of holding the proceeds covered by this paragraph."

2. That the following new paragraph 4 (B) be added. "4 (B) With reference to sales of corn imported under this Agreement and which is still the property of the Republic of Uruguay as of the date of this note, the total amount to be deposited in the Special Account shall be the proceeds of such corn sales instead of the local currency equivalent of the dollar disbursement by the exporting country These corn sale proceeds shall be deposited in the Special Account within twelve (12) months of such sales."

3. The other terms and conditions of the Agreement remain unchanged.

The Ministry of Foreign Affairs accepts the foregoing amendments and agrees that this note, together with the above-mentioned note of the Embassy of the United States of America of the same tenor, shall constitute an agreement between our two Governments effective on the date of this communication.

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

[SEAL] [Initialed]

THE EMBASSY OF THE
UNITED STATES OF AMERICA,
Montevideo.

VIET-NAM

Investment Guaranties

Agreement modifying the agreement of November 5, 1957, as amended.
Effected by exchange of notes
Dated at Saigon December 16, 1969, and February 12, 1970;
Entered into force February 12, 1970.

The American Embassy to the Ministry of Foreign Affairs of Viet-Nam

No. 368

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and has the honor to refer to the agreement effected by the exchange of notes of November 5, 1957, [1] between our two Governments relating to investment guaranties which may be issued by the Government of the United States of America for investments in activities in Vietnam, as supplemented by the exchange of notes of August 8, 1963.

In connection with application of the undertakings contained in the above-mentioned Agreement to investment guaranties hereafter issued by the Government of the United States of America, the Embassy has the honor to propose that Subparagraph (c) and the final sentence of Subparagraph (d) of Paragraph 3 of the above-mentioned Agreement be considered as having no application or effect.

Upon receipt of a note from the Ministry indicating that the foregoing is acceptable to the Government of the Republic of Vietnam, the Government of the United States of America will consider that this note and the Ministry's reply thereto constitute an Agreement between our two Governments on this subject, the agreement to enter into force on the date of the note in reply The Embassy of the United States takes this opportunity to extend to the Ministry of Foreign Affairs renewed assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA
Saigon, December 16, 1969

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[1] TIAS 3932, 5419; 8 UST 1869, 14 UST 1210.

The Ministry of Foreign Affairs of Viet-Nam to the American Embassy

REPUBLIC OF VIETNAM
MINISTRY OF FOREIGN AFFAIRS

No. 10/EF/HT SAIGON, *February 12, 1970*

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to acknowledge the receipt of its Note No 368 dated December 16, 1969 which reads as follows:

"The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and has the honor to refer to the agreement effected by the exchange of notes of November 5, 1957, between our two Governments relating to investment guaranties which may be issued by the Government of the United States of America for investments in activities in Viet-Nam, as supplemented by the exchange of notes of August 8, 1963.

In connection with application of the undertakings contained in the above-mentioned Agreement to investment guaranties hereafter issued by the Government of the United States of America, the Embassy has the honor to propose that Subparagraph (c) and the final sentence of Subparagraph (d) of Paragraph 3 of the above-mentioned Agreement be considered as having no application or effect.

Upon receipt of a note from the Ministry indicating that the foregoing is acceptable to the Government of the Republic of Viet-Nam, the Government of the United States of America will consider that this note and the Ministry's reply thereto constitute an Agreement between our two Governments on this subject, the agreement to enter into force on the date of the note in reply. The Embassy of the United States takes this opportunity to extend to the Ministry of Foreign Affairs renewed assurances of its highest consideration."

The Ministry of Foreign Affairs has the honor to confirm to the Embassy its concurrence in the contents of the Embassy's Note.

The Ministry of Foreign Affairs takes this opportunity to extend to the Embassy the renewed assurances of its highest consideration.

EMBASSY OF THE
UNITED STATES OF AMERICA
Saigon

MALTA

Maritime Matters: Deployment of U.S.S. *Shenandoah*

Agreement effected by exchange of notes
Signed at Valletta April 13 and 23, 1970;
Entered into force April 23, 1970.

The American Ambassador to the Secretary for the Ministry of Commonwealth and Foreign Affairs of Malta

P-56 APRIL 13, 1970

SIR,

I have the honor to refer to the previous deployment in Malta of the United States Sixth Fleet repair ships USS *Cadnus*, USS *Shenandoah*, USS *Cascade*, USS *Yellowstone*, USS *Everglades* and USS *Grand Canyon*, [1] the last from August 14 to October 17, 1969. I have the honor to inform you that my government now proposes to station the USS *Shenandoah* in Malta during the period June 5 through August 24, 1970. I have the honor further to propose that this deployment be regulated by the same arrangements as were applied to the stationing of the previous repair ships as follows:

The following arrangements will regulate for the purpose of the said deployment, the entry of United States Naval vessels in Malta and the status of members of the United States Force and of other persons connected therewith:

a) United States Naval vessels may enter the Grand Harbor to serve as repair vessels or to make repairs during the period of approximately June 5 to August 24, 1970, and the Maltese authorities will make the necessary arrangements to that end;

b) Members of the United States Force (hereinafter referred to as the "Force") and their dependents and the contractors of that Force will be allowed freedom of entry to, and egress from, Malta for the purposes of the said deployment and freedom of movement in Malta. Members and their dependents and contractors of the Force will be exempt from passport and visa requirements and immigration and emigration inspection on entering or leaving Malta and from registration

[1] TIAS 5956, 6740; 17 UST 51; 20 UST 2743.

and control as aliens, but will not by reason of their entry into Malta under this paragraph be regarded as requiring any rights to permanent residence in Malta;

c) Members and their dependents and contractors of the Force will be in possession of identity documents issued by the authorities of the United States (specimens of which will be supplied to the authorities of Malta on request) or a passport showing their status for the purposes of this paragraph, which will be produced when production is requested by a Maltese authority to make the request;

d) No member or dependent of a member, or contractor of the Force will take any employment or exercise a trade or profession or carry on business in Malta, other than an employment, trade, profession or business for which such member or contractor is engaged or is detailed to perform for the purposes of the said deployment;

e) The authorities of Malta will accept as valid, and without a driving test or fee, driving licenses or service driving permits issued by the authorities of the United States to members of the Force for the purpose of driving vehicles of the Force on duty;

f) The provisions of the Visiting Forces Act, 1966, will have effect with respect to the Force and to members thereof;

g) The authorities of the United States will pay just and reasonable compensation in settlement of civil claims (other than contractual claims) arising out of acts of omission of members of the Force done in the performance of official duty or out of any other act, omission or occurrence for which the Force is legally responsible. All such claims will be expeditiously processed and settled by the authorities of the United States as enabled by the applicable provisions of the United States law;

h) Subject to procedures to be agreed between the authorities of Malta and the authorities of the United States the Force may import into Malta, without license or other restriction and free of duty, equipment, provisions, supplies and other goods required by the Force or required for consumption on board any vessel of the Force or for the personal use of the members of the Force; and items imported under this paragraph may freely be exported free of duty;

i) Members and their dependents and contractors of the Force may, in accordance with existing regulations, import temporarily free of duty their private motor vehicle; they may also drive vehicles without a Maltese license in the circumstances in which tourists and other visitors to Malta are permitted to do so;

j) Members and their dependents and contractors of the Force will respect the laws of Malta and the customs and traditions of the people of Malta and abstain from any activity inconsistent with the spirit of these arrangements. The authorities of the United States will take the necessary measures to that end.

If the foregoing is acceptable to the Government of Malta, I have the honor to propose that this letter and your letter in reply confirming acceptance will constitute a correct record of the understanding reached between our respective Governments regarding this matter.

In view of the lengthy and complex advance planning necessary, we would appreciate the earliest reply possible to this request.

Accept, Sir, the assurances of my highest consideration.

JOHN C. PRITZLAFF Jr.

Mr. JOSEPH M. ROSSIGNAUD,
Secretary for the Ministry of
Commonwealth and Foreign Affairs,
The Old Chancellery,
Palace Square,
Valletta.

The Secretary for the Ministry of Commonwealth and Foreign Affairs of Malta to the American Ambassador

MINISTRY OF COMMONWEALTH
AND FOREIGN AFFAIRS
The Old Chancellery,
Palace Square,
Valletta, MALTA.

CFA 1486/66

23 APRIL, 1970.

SIR,

I have the honour to acknowledge the receipt of your letter P–56 of 13th April, 1970, which reads as follows:

"I have the honor to refer to the previous deployment in Malta of the United States Sixth Fleet repair ships USS *Cadmus*, USS *Shenandoah*, USS *Cascade*, USS *Yellowstone*, USS *Everglades* and USS *Grand Canyon*, the last from August 14 to October 17, 1969. I have the honor to inform you that my government now proposes to station the USS *Shenandoah* in Malta during the period June 5 through August 24, 1970. I have the honor further to propose that this deployment be regulated by the same arrangements as were applied to the stationing of the previous repair ships as follows:

The following arrangements will regulate for the purpose of the said deployment, the entry of United States Naval vessels in

Malta and the status of members of the United States Force and of other persons connected therewith:

a) United States Naval vessels may enter the Grand Harbor to serve as repair vessels or to make repairs during the period of approximately June 5 to August 24, 1970, and the Maltese authorities will make the necessary arrangements to that end;

b) Members of the United States Force (hereinafter referred to as the "Force") and their dependents and the contractors of that Force will be allowed freedom of entry to, and egress from, Malta for the purposes of the said deployment and freedom of movement in Malta. Members and their dependents and contractors of the Force will be exempt from passport and visa requirements and immigration and emigration inspection on entering or leaving Malta and from registration and control as aliens, but will not by reason of their entry into Malta under this paragraph be regarded as acquiring any rights to permanent residence in Malta;

c) Members and their dependents and contractors of the Force will be in possession of identity documents issued by the authorities of the United States (specimens of which will be supplied to the authorities of Malta on request) or a passport showing their status for the purposes of this paragraph, which will be produced when production is requested by a Maltese authority to make the request;

d) No member or dependent of a member, or contractor of the Force will take any employment or exercise a trade or profession or carry on business in Malta, other than an employment, trade, profession or business for which such member or contractor is engaged or is detailed to perform for the purposes of the said deployment;

e) The authorities of Malta will accept as valid, and without a driving test or fee, driving licenses or service driving permits issued by the authorities of the United States to members of the Force for the purpose of driving vehicles of the Force on duty;

f) The provisions of the Visiting Forces Act, 1966, will have effect with respect to the Force and to members thereof;

g) The authorities of the United States will pay just and reasonable compensation in settlement of civil claims (other than contractual claims) arising out of acts of omission of members of the Force done in the performance of official duty or out of any other act, omission or occurrence for which the Force is legally responsible. All such claims will be expeditiously processed and settled by the authorities of the United States as enabled by the applicable provisions of the United States law;

h) Subject to procedures to be agreed between the authorities of Malta and the authorities of the United States the Force may import into Malta, without license or other restriction and free of duty, equipment, provisions, supplies and other goods required by the Force or required for consumption on board any vessel of the Force or for the personal use of the members of the Force; and items imported under this paragraph may freely be exported free of duty;

i) Members and their dependents and contractors of the Force may, in accordance with existing regulations, import temporarily free of duty their private motor vehicle; they may also drive vehicles without a Maltese license in the circumstances in which tourists and other visitors to Malta are permitted to do so;

j) Members and their dependents and contractors of the Force will respect the laws of Malta and the customs and traditions of the people of Malta and abstain from any activity inconsistent with the spirit of these arrangements. The authorities of the United States will take the necessary measures to that end.

If the foregoing is acceptable to the Government of Malta, I have the honor to propose that this letter and your letter in reply confirming acceptance will constitute a correct record of the understanding reached between our respective Governments regarding this matter.

In view of the lengthy and complex advance planning necessary, we would appreciate the earliest reply possible to this request.

Accept, Sir, the assurances of my highest consideration.

I have the honour to inform you that the foregoing is acceptable to the Government of Malta and that your letter as quoted above and this letter in reply will constitute a correct record of the understanding reached between our respective Governments regarding this matter.

Accept, Sir, the assurance of my highest consideration.

J M Rossignaud

J. M. Rossignaud

His Excellency,
Mr John C. Pritzlaff Jnr.,
Ambassador of the
United States of America,
Malta.

ISRAEL

Agricultural Commodities

Agreement signed at Washington May 7, 1970;
Entered into force May 7, 1970.

FOURTH SUPPLEMENTARY AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF ISRAEL FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of Israel, as the fourth supplement to the Agreement for Sales of Agricultural Commodities between the two Governments signed on August 4, 1967 [1] (hereafter referred to as the August Agreement), have agreed to the sales of commodities specified below The fourth supplementary agreement shall consist of the Preamble, Parts I and III, and the Dollar Credit Annex of the August Agreement and the following Part II

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table:

Commodity	Supply Period (United States Calendar Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Feedgrains	1970	500, 000	$ 25. 2
Wheat	1970	250, 000	13. 6
Edible Vegetable Oil	1970	15, 000	4. 0
Tobacco	1970	200	0. 4
		TOTAL	$ 43. 2

[1] TIAS 6314, 18 UST 1684.

ITEM II. Payment Terms:

Dollar Credit

1. Initial Payment – 5 percent.
2. Installment Payments – 19.
3. Amount of each Installment Payment – Approximately equal annual amounts.
4. Due Date of First Installment Payment – Two years after the date of last delivery of commodities in each calendar year.
5. Initial Interest Rate – 2 percent.
6. Continuing Interest Rate – 3 percent.

ITEM III. Usual Marketing Table:

Commodity	Import Period (United States Calendar Year)	Usual Marketing Requirement (Metric Tons)
Feedgrains	1970	260, 000
Wheat	1970	130, 000
Edible Vegetable Oil or Oil Seeds (Oil Equivalent Basis)	1970	22, 000 (of which at least 17,000 MT shall be imported from the United States)
Tobacco	1970	1, 750

ITEM IV. Export Limitations:

A. With respect to each commodity financed under this agreement, the export limitation period for the same or like commodity shall be the United States Calendar Year 1970 or any subsequent calendar year during which said commodities financed under this agreement are being imported and utilized.

B. For the purposes of Part I, Article III A 3, of the agreement, the commodities considered to be the same as, or like, the commodities imported under this agreement are: for feedgrains—feedgrains, including mixed feeds (with grain base), rye, corn, grain sorghums, barley, oats and products thereof, except seeds, animal products and industrial products; for wheat—wheat/wheat flour, bran, bulgur and/or rolled wheat; and for edible vegetable oils—edible vegetable oils and oilseeds, including peanut, soybean, olive, sunflower, and cottonseed oils and products thereof.

C. During the United States Calendar Year 1970 the following permissible export arrangements are in effect:

1. Israel may export 25,000 metric tons of edible vegetable oils (including oil equivalent of edible oil bearing seeds) to countries friendly to the United States of America, provided that for each

ton of edible vegetable oils exported, including oil equivalent of edible oil bearing seeds, the Government of Israel will purchase commercially from the United States of America an equivalent amount of edible vegetable oil or edible oil bearing seeds calculated on an oil extraction rate of 17.5 percent in addition to the usual marketings.

2. Israel may export soybean oil meal, sunflower seeds and peanuts (not for crushing), edible olives, olive oil, desiccated coconut meat and industrial oils and oilseeds without offsetting purchase requirements.

3. Israel may export margarine and/or shortening provided the Government of Israel purchases commercially from the United States of America an amount of edible vegetable oil or oil bearing seeds equivalent to the edible oil content of the margarine and/or shortening exported. This purchase will be in addition to the usual marketing requirement. The extraction rate of edible oil bearing seeds to be used in calculation of the equivalent amount of edible oil contained in the margarine and/or shortening will be 17.5 percent.

4. Israel may export barley malt and up to $150,000 worth of corn starch.

ITEM V. Self-Help Measures:

As part of a continuing policy of strong efforts to encourage agricultural self-help, the Government of Israel is undertaking to:

1. Further increase food production through intensive use of existing croplands;

2. Improve the facilities for the storage and distribution of food commodities; and

3. Continue emphasis on adaptive research to develop new high yielding crop varieties.

ITEM VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be Used:

For purposes specified in Item V and for other economic development purposes as may be mutually agreed upon.

ITEM VII. Other Provisions:

Ocean Freight - The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in United States flag vessels but, notwithstanding the provisions of paragraph 1 of the Dollar Credit Annex, it shall not

finance the balance of the cost of ocean transportation of such commodities.

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

DONE at Washington in duplicate, this seventh day of May, 1970.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

JOSEPH JOHN SISCO

FOR THE GOVERNMENT OF ISRAEL:

Y. RABIN

UNION OF SOVIET SOCIALIST REPUBLICS

Embassy Sites

Agreement extending certain deadlines specified in the agreement of May 16, 1969.
Effected by exchange of notes
Dated at Moscow April 13 and 23, 1970;
Entered into force April 23, 1970;
Effective February 10, 1970.

The American Embassy to the Ministry of Foreign Affairs of the Union of Soviet Socialist Republics

No. 310

The Embassy of the United States of America refers to the previous exchange of notes [1] between the Embassy and the Ministry of Foreign Affairs of the Union of Soviet Socialist Republics providing for the further extension for 90 days of the 120-day deadlines specified in Article IV and Paragraph 1 of Article VIII of the AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS ON THE RECIPROCAL ALLOCATION FOR USE FREE OF CHARGE OF PLOTS OF LAND IN MOSCOW AND WASHINGTON, signed in Moscow on May 16, 1969. [2] These notes consist of Embassy note No. 1453 of November 19, 1969 and Ministry note No. 62/USA of November 26, 1969. [1]

In view of the expiry of these 90-day extensions, the Embassy again proposes to the Ministry that the 120-day deadlines specified in the Agreement of May 16, 1969, be extended for an additional period of 180 days.

If this suggestion is acceptable to the Ministry, the Embassy further proposes that the present note of the Embassy and the note of reply of the Ministry constitute an agreement between the Parties on this

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[1] TIAS 6796; 20 UST 4067.
[2] TIAS 6693; 20 UST 790.

subject, this agreement coming into force on the date of the expiry of the 90-day extensions of the above-mentioned 120-day deadlines.

BHK

EMBASSY OF THE UNITED STATES OF AMERICA,
Moscow, April 13, 1970.

The Ministry of Foreign Affairs of the Union of Soviet Socialist Republics to the American Embassy

МИНИСТЕРСТВО
ИНОСТРАННЫХ ДЕЛ СССР

N° 16/осша Москва, 23 апреля 1970 года

Министерство Иностранных Дел Союза Советских Социалистических Республик, ссылаясь на ноту Посольства Соединенных Штатов Америки N° 310 от 13 апреля 1970 года, а также на предыдущий обмен нотами между Посольством Соединенных Штатов и Министерством Иностранных Дел СССР, в которых предусматривалось дальнейшее продление на 60 и затем на 90 дней 120-дневных сроков, определенных Статьей IУ и Параграфом 1 Статьи УШ Соглащения от 16 мая 1969 года между Правительством Союза Советских Социалистических Республик и Правительством Соединенных Штатов Америки о взаимном предоставлении в бесплатное пользование земельных участков в Москве и Вашингтоне, выражает согласие с предложением Посольства о продлении дополнительно на 180 дней 120-дневных сроков, определенных Соглашением от 16 мая 1969 года.

Министерство также согласно с тем, чтобы данный обмен нотами зафиксировал соглашение между Сторонами по этому вопросу, которое вступает в силу со дня истечения 90-дневного продления вышеупомянутых 120-дневных сроков.

ПОСОЛЬСТВУ
СОЕДИНЕННЫХ ШТАТОВ АМЕРИКИ [SEAL]
г. Москва

Translation

No. 16/usa Moscow, *April 23, 1970*

The Ministry of Foreign Affairs of the Union of Soviet Socialist Republics, referring to note No. 310 of the Embassy of the United

States of America dated April 13, 1970, and also to the previous exchanges of notes between the United States Embassy and the Ministry of Foreign Affairs of the USSR, providing for the further extension for 60 and then for 90 days of the 120-day deadlines specified in Article IV and Paragraph 1 of Article VIII of the Agreement of May 16, 1969 between the Government of the Union of Soviet Socialist Republics and the Government of the United States of America on the Reciprocal Allocation for Use Free of Charge of Plots of Land in Moscow and Washington, expresses agreement with the Embassy's proposal to extend for an additional period of 180 days the 120-day deadlines specified in the Agreement of May 16, 1969.

The Ministry also agrees that the said exchange of notes constituted an agreement between the Parties on this subject, which comes into force on the date of the expiry of the 90-day extension of the above-mentioned 120-day deadlines.

EMBASSY OF THE
UNITED STATES OF AMERICA [SEAL]
Moscow

50-780 O - 71 - 8--pt. 2--21

URUGUAY

Agricultural Commodities

Agreement signed at Montevideo April 17, 1970; Entered into force April 17, 1970.

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

The Government of the United States of America and the Government of the Oriental Republic of Uruguay have agreed to sales of agricultural commodities specified below. This agreement shall consist of the Preamble, and Parts I and III of the January 19, 1968 agreement, [1] together with the following Part II and Convertible Local Currency Credit Annex:

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table:

Commodity	Supply Period	Approximate Maximum Quantity	Maximum Export Market Value
	July 1, 1969–August 31, 1970	(Metric Tons)	($ Thousands)
Potatoes, fresh/dehydrated	1970	8, 500	$ 525
Tobacco, and/or tobacco products	1970	720	$1, 500
		TOTAL	$2, 025

ITEM II. Payment Terms:

Convertible Local Currency Credit

1. Initial Payment – None.
2. Currency Use Payment – None.
3. Number of Installment Payments – 31
4. Balance payable – approximately equal annual installments.
5. Due Date of First Installment Payment – ten years after date of last delivery of commodities in each calendar year.
6. Initial interest rate – 2 percent.
7. Continuing interest rate – 3 percent.

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[1] TIAS 6445; 19 UST 4534.

ITEM III. Usual Marketing Table:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirement (Metric Tons)
Potatoes, fresh/dehydrated	1970	19,000
Tobacco, and/or tobacco products	1970	3,800 MT (of which at least 400 MT to be purchased from the United States)

ITEM IV. Export Limitations:

A. The export limitation period shall begin with the effective date of this agreement and end on the final date on which commodities financed under the agreement are being imported and utilized.

B. Commodities considered to be the same as the commodities financed under this agreement are: potatoes, fresh/dehydrated.

ITEM V. Self-Help Measures:

Within the framework of the Uruguayan "National Economic and Social Development Plan" the government of the importing country agrees: (a) to increase tax revenues through the establishment of a program of improved tax policy; (b) to take measures to collect known delinquent sales and income tax liabilities to bring them to a more current status by June 30, 1970; (c) to reduce personal income tax exemptions; (d) to give increased attention to funding the updating of the National cadaster which is essential to the development of an appropriate tax on rural lands.

ITEM VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be Used:

For purposes specified in Item V and for such other economic development projects as may be mutually agreed upon.

ITEM VII. Ocean Freight Financing:

The government of the exporting country shall bear the cost of freight differential for commodities it requires to be carried in United States flag vessels but, notwithstanding the provisions of paragraph 1 of the Convertible Local Currency Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

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

DONE at Montevideo in duplicate, this 17th day of April, 1970.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

C W ADAIR JR.

FOR THE GOVERNMENT OF THE ORIENTAL REPUBLIC OF URUGUAY

CONVERTIBLE LOCAL CURRENCY CREDIT ANNEX TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE ORIENTAL REPUBLIC OF URUGUAY FOR SALES OF AGRICULTURAL COMMODITIES

The following provisions apply with respect to the sales of commodities financed on convertible local currency credit terms:

1. In addition to bearing the cost of ocean freight differential as provided in Part I, Article I F, of this agreement, the Government of the exporting country will finance on credit terms the balance of the costs for ocean transportation of those commodities that are required to be carried in United States flag vessels. The amount for ocean transportation (estimated) included in any commodity table specifying credit terms does not include the ocean freight differential to be borne by the Government of the exporting country and is only an estimate of the amount that will be necessary to cover the ocean transportation costs to be financed on credit terms by the Government of the exporting country. If this estimate is not sufficient to cover these costs, additional financing on credit terms shall be provided by the Government of the exporting country to cover them.

2. With respect to commodities delivered in each calendar year, the principal of the credit (hereinafter referred to as principal) will consist of:

a) 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, and

b) The ocean transportation costs financed by the Government of the exporting country in accordance with paragraph 1 of this annex (but not the ocean freight differential).

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

3. Interest on the unpaid balance of the principal due the Government of the exporting country for commodities delivered in each calendar year under this agreement shall begin on the date of 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 such 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. For the period from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

4. The Government of the importing country shall deposit the proceeds accruing to it from the sale of commodities financed under this agreement (upon the sale of the commodities within the importing country) in a special account in its name that will be used for the sole purpose of holding the proceeds covered by this paragraph. Withdrawals from this account shall be made for the economic development purposes specified in Part II of this agreement in accordance with procedures mutually satisfactory to the two Governments. The total amount deposited under this paragraph shall not be less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities including the related ocean transportation costs other than the ocean freight differential. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or nongovernmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish, in such form and at such times as may be requested by the Government of the exporting country, but not less frequently than on an annual basis, reports containing relevant information concerning the accumulation and use of these proceeds, including information concerning the programs for which these proceeds are used, and, when the proceeds are used for loans, the prevailing rate of interest for comparable loans in the importing country.

5. The computation of the initial payment under Part I, Article II, A of this agreement and all computations of principal and interest under numbered paragraphs 2 and 3 of this annex shall be made in United States dollars.

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

a) The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to

United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations in the importing country, or

b) The 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.

APRIL 17, 1970

JAPAN

Ryukyu Islands: Abolition of Advisory Committee to the High Commissioner

Agreement effected by exchange of notes
Signed at Tokyo May 1, 1970;
Entered into force May 1, 1970.

The American Ambassador to the Minister for Foreign Affairs of Japan

No. 254 TOKYO, *May 1, 1970*

EXCELLENCY:

I have the honor to refer to paragraph 4 of the Exchange of Notes of March 3, 1970, [1] and to confirm on behalf of my Government the following understandings reached between the two Governments concerning the abolition of the Advisory Committee to the High Commissioner of the Ryukyu Islands.

1. The Advisory Committee to the High Commissioner of the Ryukyu Islands established under the Exchange of Notes of January 19, 1968, [2] is hereby abolished.

2. The records and documents of the Advisory Committee shall be transferred to the Preparatory Commission established under the Exchange of Notes of March 3, 1970.

I would appreciate it if Your Excellency would confirm on behalf of your Government that the foregoing is also the understanding of your Government and that the present note and Your Excellency's reply constitute an agreement between our two Governments.

I wish to inform you in this regard that the Government of the Ryukyu Islands has no objection to the foregoing understanding.

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

ARMIN H. MEYER

Armin H. Meyer
Ambassador

His Excellency
KICHI AICHI,
Minister for Foreign Affairs,
Tokyo.

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[1] TIAS 6838; *ante*, p. 473.
[2] TIAS 6442; 19 UST 4505.

日本国外務大臣

愛知揆一

アメリカ合衆国特命全権大使

アーミン・H・マイヤー閣下

本使は、閣下が前記の了解が貴国政府の了解でもあること並びにこの書簡及び閣下の返簡が両政府間の合意を構成することを貴国政府に代わつて確認されれば幸いであります。

これに関し、本使は、琉球政府が前記の了解に異存のないことを閣下に通報します。

本大臣は、前記の了解が日本国政府の了解でもあること並びに閣下の書簡及びこの返簡が両政府間の合意を構成することを日本国政府に代わつて確認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。

昭和四十五年五月一日

The Minister for Foreign Affairs of Japan to the American Ambassador[1]

書簡をもつて啓上いたします。本大臣は、日本語による訳文が次のとおりである本日付けの閣下の書簡を受領したことを確認する光栄を有します。

本使は、千九百七十年三月三日付けの交換公文の4に言及し、かつ、琉球諸島高等弁務官に対する諮問委員会の廃止に関して両政府間で到達した次の了解を合衆国政府に代わつて確認する光栄を有します。

1 千九百六十八年一月十九日付けの交換公文に基づいて設置された琉球諸島高等弁務官に対する諮問委員会は、ここに廃止する。

2 諮問委員会の記録及び文書は、千九百七十年三月三日付けの交換公文に基づいて設置された準備委員会に引き渡される。

[1] For the English language translation, see p. 1171.

Translation

MAY 1, 1970

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's note of today's date, which reads in the Japanese translation thereof as follows:

[For the English language text, see p. 1167.]

I have the honor to confirm on behalf of my Government that the foregoing is also the understanding of my Government and that Your Excellency's note and the present note in reply constitute an agreement between our two Governments.

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

KIICHI AICHI

Minister for Foreign Affairs of Japan

His Excellency
ARMIN H. MEYER,
Ambassador Extraordinary and Plenipotentiary of the United States of America

MAURITIUS

Investment Guaranties

Agreement effected by exchange of notes
Signed at Port Louis May 11, 1970;
Entered into force May 11, 1970

The American Chargé d'Affaires ad interim to the Acting Minister of External Affairs of Mauritius

EMBASSY OF THE
UNITED STATES OF AMERICA
PORT LOUIS, *May 11, 1970*

EXCELLENCY:

I have the honor to refer to conversations which have recently taken place between representatives of our two governments relating to investments in Mauritius which further the development of the economic resources and productive capacities of Mauritius and to guaranties of such investments by the Government of the United States of America. I also have the honor to confirm the following understandings reached as a result of those conversations:

1. When nationals of the Government of the United States of America [the Guaranteeing Government] propose to invest with the assistance of guaranties issued pursuant to this Agreement in a project or activity within the territorial jurisdiction of the Government of Mauritius [the Host Government], the two Governments shall, upon the request of either, consult respecting the nature of the project or activity and its contribution to economic and social development in Mauritius.

2. The procedures set forth in this Agreement shall apply only with respect to guaranteed investments in projects or activities approved by the Host Government.

3. If the Guaranteeing Government makes payment to any investor under a guaranty issued pursuant to the present Agreement, the Host Government shall, subject to the provisions of the following

paragraph, recognize the transfer to the Guaranteeing Government of any currency, credits, assets, or investment on account of which payment under such guaranty is made as well as the succession of the Guaranteeing Government to any right, title, claim, privilege, or cause of action existing, or which may arise, in connection therewith.

4. To the extent that the laws of the Host Government partially or wholly invalidate the acquisition of any interests in any property within its national territory by the Guaranteeing Government, the Host Government shall permit such investor and the Guaranteeing Government to make appropriate arrangements pursuant to which such interests are transferred to an entity permitted to own such interests under the laws of the Host Government. The Guaranteeing Government shall assert no greater rights than those of the transferring investor under the laws of the Host Government with respect to any interests transferred or succeeded to as contemplated in paragraph 3. The Guaranteeing Government does, however, reserve its rights to assert a claim in its sovereign capacity in the eventuality of a denial of justice or other question of state responsibility as defined in international law.

5. Amounts in the lawful currency of the Host Government and credits thereof acquired by the Guaranteeing Government under such guaranties shall be accorded treatment neither less nor more favorable than that accorded to funds of nationals of the Guaranteeing Government deriving from investment activities like those in which the investor has been engaged, and such amounts and credits shall be freely available to the Guaranteeing Government to meet its expenditures in the national territory of the Host Government.

6. (a) Differences between the two Governments concerning the interpretation of the provisions of this Agreement shall be settled, insofar as possible, through negotiations between the two Governments. If such a difference cannot be resolved within a period of three months following the request for such negotiations, it shall be submitted, at the request of either Government, to an ad hoc arbitral tribunal for settlement in accordance with the applicable principles and rules of public international law. The arbitral tribunal shall be established as follows: Each Government shall appoint one arbitrator; these two arbitrators shall designate a President by common agreement who shall be a citizen of a third State and be appointed by the two Governments. The arbitrators shall be appointed within two months and the President within three months of the date of receipt of either Government's request for arbitration. If the foregoing time limits are not met, either Government may, in the absence of any other agreement, request the President of the International Court of Justice to make the necessary appointment or appointments, and both Governments agree to accept such appointment or appointments. The arbitral tribunal shall decide by majority vote. Its decision shall be

binding. Each of the Governments shall pay the expense of its member and its representation in the proceedings before the arbitral tribunal; the expenses of the President and the other costs shall be paid in equal parts by the two Governments. The arbitral tribunal may adopt other regulations concerning the costs. In all other matters, the arbitral tribunal shall regulate its own procedures.

(b) Any claim, arising out of investments guaranteed in accordance with this Agreement, against either of the two Governments, which, in the opinion of the other, presents a question of public international law shall, at the request of the Government presenting the claim, be submitted to negotiations. If at the end of three months following the request for negotiations the two Governments have not resolved the claim by mutual agreement, the claim, including the question of whether it presents a question of public international law, shall be submitted for settlement to an arbitral tribunal selected in accordance with paragraph (a) above. The arbitral tribunal shall base its decision exclusively on the applicable principles and rules of public international law. Only the respective Governments may request the arbitral procedure and participate in it.

7. This Agreement shall continue in force until six months from the date of receipt of a note by which one Government informs the other of an intent no longer to be a party to the Agreement. In such event, the provisions of the Agreement with respect to guaranties issued while the Agreement was in force shall remain in force for the duration of those guaranties, in no case longer than twenty years; after the denunciation of the agreement.

8. This Agreement shall enter into force on the date of the note by which the Host Government communicates to the Guaranteeing Government that the Agreement has been approved in conformity with the Host Government's constitutional procedures.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Mauritius, the Government of the United States of America will consider that this note and your reply thereto constitute an Agreement between our two Governments on this subject, the Agreement to enter into force in accordance with paragraph 8 above.

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

JULIAN P. FROMER

Julian P. Fromer
Charge d'Affaires a.i.

His Excellency
J. ALEX RIMA
Acting Minister of External Affairs
Port Louis

TIAS 6875

The Acting Minister of External Affairs of Mauritius to the American Chargé d'Affaires ad interim

MINISTER OF EXTERNAL AFFAIRS, TOURISM AND EMIGRATION
MAURITIUS

PORT LOUIS
11th May, 1970

No. 1081/5

MR CHARGÉ D'AFFAIRES,

I have the honour to acknowledge receipt of your letter dated the 11th May, 1970, which reads as follows:

"I have the honour to refer to conversations which have recently taken place between representatives of our two governments relating to investments in Mauritius which further the development of the economic resources and productive capacities of Mauritius and to guaranties of such investments by the Government of the United States of America. I also have the honour to confirm the following understandings reached as a result of those conversations:

1. When nationals of the Government of the United States of America (the Guaranteeing Government) propose to invest with the assistance of guaranties issued pursuant to this Agreement in a project or activity within the territorial jurisdiction of the Government of Mauritius (the Host Government), the two Governments shall, upon the request of either, consult respecting the nature of the project or activity and its contribution to economic and social development in Mauritius.

2. The procedures set forth in this Agreement shall apply only with respect to guaranteed investments in projects or activities approved by the Host Government.

3. If the Guaranteeing Government makes payment to any investor under a guaranty issued pursuant to the present Agreement, the Host Government shall, subject to the provisions of the following paragraph, recognise the transfer to the Guaranteeing Government of any currency, credits, assets, or investment on account of which payment under such guaranty is made as well as the succession of the Guaranteeing Government to any right, title, claim, privilege, or cause of action existing, or which may arise, in connection therewith.

4. To the extent that the laws of the Host Government partially or wholly invalidate the acquisition of any interests in any property within its national territory by the Guaranteeing Government, the Host Government shall permit such investor and the Guaranteeing Government to make appropriate arrangements pursuant to which such interests are transferred to an entity permitted to own such interests under the laws of the Host Government. The Guaranteeing Government shall assert no greater rights than those of the transferring investor under the laws of the Host Government with respect

to any interests transferred or succeeded to as contemplated in paragraph 3. The Guaranteeing Government does, however, reserve its rights to assert a claim in its sovereign capacity in the eventuality of a denial of justice or other question of state responsibility as defined in international law.

5. Amounts in the lawful currency of the Host Government and credits thereof acquired by the Guaranteeing Government under such guaranties shall be accorded treatment neither less nor more favourable than that accorded to funds of nationals of the Guaranteeing Government deriving from investment activities like those in which the investor has been engaged, and such amounts and credits shall be freely available to the Guaranteeing Government to meet its expenditures in the national territory of the Host Government.

6. (a) Differences between the two Governments concerning the interpretation of the provisions of this Agreement shall be settled, insofar as possible, through negotiations between the two Governments. If such a difference cannot be resolved within a period of three months following the request for such negotiations, it shall be submitted, at the request of either Government, to an ad hoc arbitral tribunal for settlement in accordance with the applicable principles and rules of public international law. The arbitral tribunal shall be established as follows: Each Government shall appoint one arbitrator; these two arbitrators shall designate a President by common agreement who shall be a citizen of a third State and be appointed by the two Governments. The arbitrators shall be appointed within two months and the President within three months of the date of receipt of either Government's request for arbitration. If the foregoing time limits are not met, either Government may, in the absence of any other agreement, request the President of the International Court of Justice to make the necessary appointment or appointments, and both Governments agree to accept such appointment or appointments. The arbitral tribunal shall decide by majority vote. Its decision shall be binding. Each of the Governments shall pay the expense of its member and its representation in the proceedings before the arbitral tribunal; the expenses of the President and the other costs shall be paid in equal parts by the two Governments. The arbitral tribunal may adopt other regulations concerning the costs. In all other matters, the arbitral tribunal shall regulate its own procedures.

(b) Any claim, arising out of investments guaranteed in accordance with this Agreement, against either of the two Governments, which, in the opinion of the other, presents a question of public international law shall, at the request of the Government presenting the claim, be submitted to negotiations. If at the end of three months following the request for negotiations the two Governments have not resolved the claim by mutual agreement, the claim, including the question of whether it presents a question of public international law, shall be submitted for settlement to an arbitral tribunal selected

in accordance with paragraph (a) above. The arbitral tribunal shall base its decision exclusively on the applicable principles and rules of public international law. Only the respective Governments may request the arbitral procedure and participate in it.

7. This Agreement shall continue in force until six months from the date of receipt of a note by which one Government informs the other of an intent no longer to be a party to the Agreement. In such event, the provisions of the Agreement with respect to guaranties issued while the Agreement was in force shall remain in force for the duration of those guaranties, in no case longer than twenty years, after the denunciation of the agreement.

8. This Agreement shall enter into force on the date of the note by which the Host Government communicates to the Guaranteeing Government that the Agreement has been approved in conformity with the Host Government's constitutional procedures.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Mauritius, the Government of the United States of America will consider that this note and your reply thereto constitute an Agreement between our two Governments on this subject, the Agreement to enter into force in accordance with paragraph 8 above."

2. I have the honour to inform you that the Government of Mauritius confirms the understandings as set out in your letter and will regard that letter and this reply as constituting an Agreement between the Governments of Mauritius and the United States of America, the agreement to enter into force on the date of this reply.

3. Accept, Mr Chargé d'Affaires, the assurance of my highest consideration.

ALEX RIMA

Alex Rima
Acting Minister of External Affairs

J. P. FROMER, Esq.,
Chargé d'Affaires a.i.,
Embassy of the United States of America,
Port Louis.

TIAS 6875

50-780 O - 71 - 9--pt. 2--21

VIET-NAM

Agricultural Commodities

Agreement amending the agreement of December 23, 1969, as amended.
Effected by exchange of notes
Signed at Saigon May 15, 1970;
Entered into force May 15, 1970.

The American Chargé d'Affaires ad interim to the Minister of Information and Acting Minister of Foreign Affairs of Viet-Nam

No. 133 SAIGON, *May 15, 1970*

EXCELLENCY:

I have the honor to refer to the Supplementary Agricultural Commodities Agreement between our two Governments of December 23, 1969, as amended February 17, 1970, [1] and to propose a further amendment as follows:

A. In the Commodity Table in Part II, Item I, under appropriate columns, increase the Maximum Export Market Value for Wheat/Wheat Flour to $5.3 million and the Quantity to 82,000 metric tons; increase the Maximum Export Market Value for Tobacco to $4.4 million and the Quantity to 2,000 metric tons; and increase the Total to $19.5 million.

B. In Item II, Paragraph 3. Convertibility: change $352,000 to read $390,000.

If the foregoing is acceptable to your Government, I have the honor to propose that this note and your reply concurring therein constitute an agreement between our two Governments to enter into force on the date of your note in reply.

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

SAMUEL D. BERGER

Samuel D. Berger
Charge d'Affairs ad interim

His Excellency
NGO KHAC TINH
Minister of Information
Acting Minister of Foreign Affairs
Republic of Vietnam
Saigon, Vietnam

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[1] TIAS 6817, 6833; *ante*, pp. 64, 451.

The Minister of Information and Acting Minister of Foreign Affairs of Viet-Nam to the American Chargé d'Affaires ad interim

REPUBLIC OF VIETNAM
MINISTRY OF FOREIGN AFFAIRS

No. 3.259/EF/HT SAIGON, *May 15, 1970*

EXCELLENCY,

I have the honor to acknowledge the receipt of Your Excellency's Note No 133 dated May 15, 1970 which reads as follows:

"I have the honor to refer to the Supplementary Agricultural Commodities Agreement between our two Governments of December 23, 1969, as amended February 17, 1970, and to propose a further amendment as follows:

A. In the Commodity Table in Part II, Item I, under appropriate columns, increase the Maximum Export Market Value for Wheat/Wheat Flour to $5.3 million and the Quantity to 82,000 metric tons; increase the Maximum Export Market Value for Tobacco to $4.4 million and the Quantity to 2,000 metric tons; and increase the Total to $19.5 million.

B. In Item TT, Paragraph 3. Convertibility: change $352,000 to read $390,000.

If the foregoing is acceptable to your Government, I have the honor to propose that this note and your reply concurring therein constitute an agreement between our two Governments to enter into force on the date of your note in reply."

I have the honor to confirm to Your Excellency my concurrence in the contents of Your Note.

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

[SEAL] N K TINH
Ngo-Khac-Tinh
Minister of Information
Acting Minister of Foreign Affairs

His Excellency
MR. SAMUEL D. BERGER
Chargé d'Affaires ad interim
Embassy of the United States of America
SAIGON

MOROCCO

Air Transport Services

Agreement signed at Rabat February 9, 1970;
Entered into force February 9, 1970.
With exchange of notes.

AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE KINGDOM OF MOROCCO

The Government of the United States of America and the Government of the Kingdom of Morocco,

Desiring to conclude an Agreement for the purpose of promoting air transportation between their respective territories,

Have agreed as follows:

ARTICLE 1

For the purposes of the present Agreement:

A. "Agreement" shall mean this Agreement and the annexed Route Schedule, and any amendments thereto.

B. "Aeronautical authorities" shall mean, in the case of the United States of America, the Civil Aeronautics Board or any person or agency authorized to perform the functions exercised at the present time by the Civil Aeronautics Board; and in the case of the Kingdom of Morocco, the Directorate of Air or any body authorized to perform the functions exercised at present by the Directorate of Air.

C. "Designated airline" shall mean an airline that one Contracting Party has notified the other Contracting Party to be an airline which will operate a specific route or routes listed in the Route Schedule annexed to this Agreement. Such notification shall be communicated in writing, through diplomatic channels.

D. "Territory", in relation to a State, shall mean the land areas under the sovereignty, suzerainty, protection, jurisdiction or trusteeship of that State, and territorial waters adjacent thereto.

E. "Air service" shall mean any scheduled air service performed by aircraft for the public transport of passengers, mail or cargo, separately or in combination.

F. "International air service" shall mean an air service which passes through the air space over the territory of more than one State.

G. "Stop for non-traffic purposes" shall mean a landing for any purpose other than taking on or discharging passengers, cargo or mail.

ARTICLE 2

Each Contracting Party grants to the other Contracting Party rights necessary for the conduct of air services by the designated airlines as follows: the rights of transit, of stops for non-traffic purposes, and of commercial entry and departure for international traffic in passengers, cargo, and mail, separately or in combination, at the points in its territory named on each of the routes specified in the appropriate paragraph of the Route Schedule annexed to this Agreement.

ARTICLE 3

Air service on a specified route may be inaugurated by an airline or airlines of one Contracting Party at any time after that Contracting Party has designated such airline or airlines for that route and the other Contracting Party has granted the appropriate operating permission. Such other Contracting Party shall, subject to Article 4, grant this permission with a minimum of procedural delay provided that the designated airline or airlines may be required to qualify before the competent aeronautical authorities of that Contracting Party, under the laws and regulations normally applied by those authorities, before being permitted to engage in the operations contemplated in this Agreement.

ARTICLE 4

A. Each Contracting Party reserves the right to withhold, suspend, or revoke the operating permission referred to in Article 3 of this Agreement with respect to an airline designated by the other Contracting Party, or to impose conditions on such permission, in the event that:

(1) such airline fails to qualify under the laws and regulations normally applied by the aeronautical authorities of that Contracting Party;

(2) such airline fails to comply with the laws and regulations referred to in Article 5 of this Agreement;

(3) that Contracting Party is not satisfied that substantial ownership and effective control of such airline are vested in nationals of the other Contracting Party.

B. Unless immediate action is essential to prevent infringement of the laws and regulations referred to in Article 5 of this Agreement, the right to suspend or revoke such permission shall be exercised only after consultation with the other Contracting Party.

ARTICLE 5

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

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

ARTICLE 6

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party, and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services provided for in this

Agreement, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention on International Civil Aviation.[1] Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by another State.

ARTICLE 7

In order to prevent discriminatory practices and to assure equality of treatment, the Contracting Parties agree that:

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

B. Each shall exempt the designated airline or airlines of the other Contracting Party to the fullest extent possible under its national law from import restrictions, customs duties, excise taxes, inspection fees, and other national duties and charges on fuel, lubricants, consumable technical supplies, spare parts including engines, regular equipment, ground equipment, stores, and other items intended for use solely in connection with the operation or servicing of aircraft of the airlines of such other Contracting Party in international air service. The exemptions provided under this paragraph shall apply to items:

(1) introduced into the territory of one Contracting Party by the airlines of the other Contracting Party or its nationals;

[1] TIAS 1591, 3756; 61 Stat. 1180; 8 UST 179.

(2) retained on aircraft of the airlines of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party; or

(3) taken on board aircraft of the airlines of one Contracting Party in the territory of the other and intended for use in international air service;

whether or not such items are used or consumed wholly within the territory of the Contracting Party granting the exemption.

C. The exemptions provided under this Article shall also be available in situations where the designated airline or airlines of one Contracting Party have entered into arrangements with another airline or airlines for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraph B, provided such other airline or airlines similarly enjoy such exemptions from such other Contracting Party.

ARTICLE 8

There shall be a fair and equal opportunity for the airlines of each Contracting Party to operate on any route covered by this Agreement.

ARTICLE 9

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

ARTICLE 10

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

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

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

(2) to the requirements of through airline operations; and,

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

C. The Airline or airlines of both Contracting Parties shall, in keeping with the provisions of Paragraphs A and B of this article, have the freedom to determine the capacity, frequency, scheduling, and type of aircraft to be employed in connection with services over any of the routes specified in the route schedule. In the event that one of the Contracting Parties believes that the operations conducted by an airline of the other Contracting Party have been inconsistent with the standards and principles set forth in this Article, it may request consultations pursuant to Article 13 of this Agreement for the purpose of reviewing the operations in question to determine whether they are in conformity with said standards and principles.

ARTICLE 11

A. All rates to be charged by an airline of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all

relevant factors, such as costs of operation, reasonable profit, and the rates charged by any other airlines, as well as the characteristics of each service. Such rates shall be subject to the approval of the aeronautical authorities of the Contracting Parties, who shall act in accordance with their obligations under this Agreement, within the limits of their legal competence.

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

C. It is recognized by both Contracting Parties that during any period for which either Contracting Party has approved the traffic conference procedures of the International Air Transport Association, or other association of international air carriers, any rate agreements concluded through these procedures and involving an airline or airlines of that Contracting Party will be subject to the approval of the aeronautical authorities of that Contracting Party.

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

E. If a Contracting Party upon review of an existing rate charged for carriage to or from its territory by an airline or airlines of the other Contracting Party is dissatisfied with that rate, it shall so notify the other Contracting Party and the Contracting Parties shall endeavor to reach agreement on the appropriate rate.

F. In the event that an agreement is reached pursuant to the provisions of paragraph D or E, each Contracting Party will exercise its best efforts to put such rate into effect.

G. If:

(1) under the circumstances set forth in paragraph D no agreement can be reached prior to the date that such rate would otherwise become effective, or

(2) under the circumstances set forth in paragraph E no agreement can be reached prior to the expiration of sixty (60) days from the date of notification,

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

H. When in any case under paragraphs D and E of this Article the aeronautical authorities of the two Contracting Parties cannot agree within a reasonable time upon the appropriate rate after consultation initiated by the complaint of one Contracting Party concerning the proposed rate or an existing rate of the airline or airlines of the other Contracting Party, upon the request of either, the terms of Article 14 of this Agreement shall apply. In rendering its decision or award, the arbitral tribunal shall be guided by the principles laid down in this Article.

ARTICLE 12[1]

A. Each designated airline has the right to engage in the sale of air transportation in the territory of the other Contracting Party directly and, in its discretion, through its agents. Such airline shall have the right to sell such transportation, and any person shall be free to purchase such transportation in the currency of that territory or in freely convertible currencies of other countries.

B. Any rate specified in terms of the national currency of one of the Contracting Parties shall be established in an amount which reflects the effective exchange rate (including all exchange fees or other charges) at which the airlines of both Parties can convert and remit the revenues from their transport operations into the national currency of the other Contracting Party.

C. Each designated airline has the right to convert and remit to its country local revenues in excess of sums locally disbursed. Conversion and remittance shall be permitted promptly and without restrictions at the rate of exchange in effect for the sale of transportation at the time such revenues are presented for conversion and remittance, and shall be exempted from taxation to the fullest extent permitted by national law. If a Contracting Party requires the submission of applications for conversion and remittance, the airlines of the other Contracting Party shall be permitted to file such applications, as often as weekly, free of burdensome or discriminatory documentary requirements.

ARTICLE 13

Consultation between the competent authorities of both Contracting Parties may be requested at any time by either Contracting Party for the purpose of discussing the interpretation, application, or amendment of the Agreement or the Annexed Route Schedule. Such consultation shall begin within a period of sixty (60) days from the date of the receipt of the request by the Department of State of the United States of America

[1] See p. 1193.

or the Ministry of Foreign Affairs of the Kingdom of Morocco as the case may be. Should agreement be reached on amendment of the Agreement or its Route Schedule, such amendment will come into effect upon confirmation by an exchange of diplomatic notes.

ARTICLE 14

A. Any dispute with respect to matters covered by this Agreement not satisfactorily adjusted through consultation shall, upon request of either Contracting Party, be submitted to arbitration in accordance with the procedures set forth herein.

B. Arbitration shall be by a tribunal of three arbitrators constituted as follows:

(1) One arbitrator shall be named by each Contracting Party within 60 days of the date of delivery by either Contracting Party to the other of a request for arbitration. Within 30 days after such period of 60 days, the two arbitrators so designated shall by agreement designate a third arbitrator, who shall not be a national of either Contracting Party.

(2) If the third arbitrator is not agreed upon in accordance with paragraph (1), either Contracting Party may request the President of the Council of the International Civil Aviation Organization to designate the necessary arbitrator.

C. Each Contracting Party shall use its best efforts consistent with its national law to put into effect any decision or award of the arbitral tribunal.

D. Each Contracting Party shall pay the fees and expenses of the arbitrator it has nominated. The fees and expenses of the third arbitrator and of the arbitral tribunal shall be shared equally by the Contracting Parties.

ARTICLE 15

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

ARTICLE 16

Either of the Contracting Parties may at any time notify the other of its intention to terminate the present Agreement. Such a notice shall be sent simultaneously to the International Civil Aviation Organization. This Agreement shall terminate one year after the date on which the notice of termination is received by the other Contracting Party, unless withdrawn before the end of this period by agreement between the Contracting Parties. Should the other party not acknowledge receipt, the notification will be considered as having been received fourteen days subsequent to the date of its receipt by the International Civil Aviation Organization.

ARTICLE 17

This agreement will come into force on the day it is signed.

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

Done in duplicate at Rabat in the English and French languages, both texts being equally authentic, this 9th day of February, 1970.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

[1]

FOR THE GOVERNMENT OF THE KINGDOM OF MOROCCO

[2]

Annex: Route Schedule

[1] William P. Rogers.
[2] Abdelhadi Boutaleb.

ROUTE SCHEDULE

A. An airline or airlines designated by the Government of the United States of America shall be entitled to operate air services on the routes specified, in both directions, and to make scheduled landings in the territory of the Kingdom of Morocco at the points specified in this paragraph:

From the United States via intermediate points in the Azores and Portugal to Rabat/Casablanca and beyond to points in Africa south of 20° north latitude* and beyond.

B. An airline or airlines designated by the Government of the Kingdom of Morocco shall be entitled to operate air services on each of the routes specified, in both directions, and to make scheduled landings in the territory of the United States of America at the points specified in this paragraph:

From Morocco via intermediate points in Spain and Portugal and points in the Atlantic Ocean (including the Azores and the Canary Islands) to New York/Washington and beyond to Montreal.

C. Points on any of the specified routes may, at the option of the designated airline, be omitted on any or all flights.

* At such time as any United States designated airline should propose to operate services beyond Rabat/Casablanca to Dakar, the Government of Morocco may wish to reserve for the carrier of Morocco the carriage over this sector of passengers whose origin and destination are Rabat/Casablanca and Dakar. [Footnote in the original.]

[EXCHANGE OF NOTES]

Abdelhadi BOUTALEB
Minister of Foreign Affairs
of the Kingdom of Morocco
RABAT

Excellency,

With reference to article 12 of the air transport agreement between the Government of the Kingdom of Morocco and the United States Governement, signed today, I have the honor to confirm the agreement reached between our two delegations regarding the sale of air transport tickets by the designated air carriers.

Each designated air carrier shall have the right to sell air transport tickets in the territory of the other contracting party and, if it wishes, through the intermediary of its agencies. The said air carrier shall have the right to sell such tickets and any person may purchase such tickets by paying for them either in the currency of the territory in question or in the freely convertible currencies of other countries if the internal regulations of that territory so require.

It shall be undestood that such regulations shall not apply with respect to payment in local currency of travel provided for in the various agricultural commodity agreements between the Government of the Kingdom of Morocco and the United States Government.

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

Monsieur William P. ROGERS
Secretary of State of the United States of America.

TIAS 6877

50-780 O - 71 - 10--pt. 2--21

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 62 Rabat, February 9, 1970

Excellency:

I have the honor to refer to Your Excellency's note of today's date regarding the Air Transport Agreement signed today between our two Governments reading as follows:

"With reference to Article 12 of the Air Transport Agreement between the Government of the Kingdom of Morocco and the United States Government, signed today, I have the honor to confirm the agreement reached between our two delegations regarding the sale of air transport tickets by the designated air carriers.

"Each designated air carrier shall have the right to sell air transport tickets in the territory of the other contracting party and, if it wishes, through the intermediary of its agencies. The said air carrier shall have the right to sell such tickets and any person may purchase such tickets by paying for them either in the currency of the territory in question or in the freely convertible currencies of other countries if the internal regulations of that territory so require.

"It shall be understood that such regulations shall not apply with respect to payment in local currency of travel provided for in the various Agricultural Commodity Agreements between the Government of the Kingdom of Morocco and the United States Government."

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

WILLIAM P. ROGERS
Secretary of State of the
United States of America

His Excellency
Abdelhadi Boutaleb,
Minister of Foreign Affairs,
Rabat.

TIAS 6877

ACCORD ENTRE LE GOUVERNEMENT DES ETATS UNIS D'AMERIQUE ET LE GOUVERNEMENT DU ROYAUME DU MOROC RELATIF AUX TRANSPORTS AÉRIENS

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement du Royaume du Maroc,

Désirant conclure un accord dans le but d'encourager les communications aériennes entre leurs territoires respectifs,

Sont convenus de ce qui suit :

ARTICLE PREMIER

Pour l'application du présent Accord :

A. le mot " Accord " s'entendra du présent Accord et du tableau de routes ci-annexé, ainsi que de tous amendements y afférents.

B. L'expression " autorités aéronautiques " s'entendra, en ce qui concerne les Etats-Unis d'Amérique , du " Civil Aeronautics Board" et de toute personne ou de tout organisme , qui serait habilité à assumer les fonctions actuellement exercées par le " Civil Aeronautics Board"nt en ce qui concerne le Royaume du Maroc , de la Direction de l'Air ou de tout organsime qui serait habilité à assumer les fonctions actuellement exercées par ladite Direction de l'Air.

C. L'expression " entreprise de transport aérien désignée " s'entendra d'une entreprise de transport aérien pour laquelle l'une des parties contractante aura avisé l'autre partie contractante qu'elle est l'entreprise de transport aérien destinée à exploiter la route ou les routes énumérées au tableau annexé au présent Accord. Cette notification sera faite par écrit et communiquée par les voies diplomatiques.

D. Le mot" territoire" , eu égard à un Etat, s'entendra des régions terrestres sur lesquelles ledit Etat exerce sa souveraineté , sa suzeraineté , son protectorat, sa juridiction ou une tutelle, ainsi que des eaux territoriales y adjacentes

E. L'expression" service aérien" s'entendra de tout service aérien régulier assuré par des aéronefs affectés au transport public de passagers, de courrier et de marchandises, séparément ou à titre de transport mixte.

F. L'expression " service aérien international" s'entendra d'un service aérien qui survole le territoire de plusieurs Etats.

G. L'expression "' escale pour raisons non commerciales" s'entendra d'une escale ne comportant ni embarquement ni débarquement de passagers, de marchandises ou de courrier.

ARTICLE 2

Chaque partie contractante accorde à l'autre partie contractante les droits ci-après nécessaires à l'exploitation des services aériens par les entreprises de transport aérien désignées : le droit de transit , le droit d'escale pour raisons non commerciales et le droit de débarquer et d'embarquer en trafic commercial international des passagers, des marchandises et du courrier, séparément ou à titre de transport mixte , aux points de son territoire énumérés sur chacune des routes décrites au paragraphe approprié du tableau annexé au présent Accord.

ARTICLE 3

Le service aérien sur une route spécifiée pourra être inauguré par une ou plusieurs entreprises de transport aérien d'une partie contractante dès que ladite partie contractante aura désigné une ou plusieurs entreprises de transport aérien pour exploiter cette route et que l'autre partie contractante aura délivré l'autorisation d'exploitation requise. Ladite autre partie sera tenue, sous réserve des dispositions de l'article 4, de donner cette autorisation dans des délais de procédure minimums, à condition que l'entreprise ou les entreprises de transport aérien désignées puissent être requises par les autorités aéronautiques compétentes de la partie contractante ci-dessus mentionnée de satisfaire aux conditions prescrites, aux termes des lois et réglements normalement appliqués par ces mêmes autorités, avant qu'il ne leur soit permis d'assurer les services prévus au présent Accord.

ARTICLE 4

A. Chaque partie contractante se réserve le droit de refuser l'autorisation d'exploitation prévue à l'article 3 du présent Accord à une entreprise de transport aérien désignée par l'autre partie contractante, ou de suspendre ou de révoquer une telle autorisation, ou d'imposer des conditions relativement à ladite autorisation au cas où :

1) ladite entreprise de transport aérien ne satisferait pas aux conditions stipulées par les lois et réglements normalement appliqués par les autorités aéronautiques de ladite partie contractante ;

2) ladite entreprise de transport aérien ne se conformerait pas aux lois et réglements mentionnés à l'article 5 du présent Accord;

3) ladite partie contractante n'aurait pas la preuve qu'une partie importante de la propriété et le contrôle effectif de cette entreprise de transport aérien sont entre les mains de nationaux de l'autre partie contractante.

B. A moins que des mesures immédiates ne soient essentielles afin de prévenir toute violation des lois et réglements mentionnés à l'article 5 du présent Accord, le droit de suspension ou de révocation de ladite autorisation ne devra être exercé qu'après avoir consulté l'autre partie contractante.

ARTICLE 5

A. Les lois et réglements d'une partie contractante relatifs à l'entrée sur son territoire et à la sortie de son territoire des aéronefs employés à la navigation internationale, ou relatifs à l'exploitation et à la navigation desdits aéronefs durant leur présence dans les limites de son territoire, s'appliqueront aux aéronefs de l'entreprise ou des entreprises de transport aérien désignées par l'autre partie contractante, lesquels devront s'y conformer à l'arrivée, au départ et durant leur présence dans les limites du territoire de la partie contractante mentionnée en premier lieu.

B. Les lois et réglements d'une partie contractante relatifs à l'admission sur son territoire et à la sortie de son territoire de passagers, d'équipages, de marchandises ou de courrier transportés par aéronefs, tels que les lois et réglements régissant l'entrée, les formalités de congé, l'immigration, les passeports, les douanes et la quarantaine, seront observés en ce qui concerne lesdits passagers, équipages et marchandises ou ledit courrier de l'autre partie contractante, soit par eux-mêmes, soit par un tiers pour leur compte, à l'arrivée, au départ et pendant leur séjour dans les limites du territoire de la partie contractante mentionnée en premier lieu.

ARTICLE 6

Les certificats de navigabilité, les brevets d'aptitude et les licences délivrés ou validés par l'une des parties contractantes et non périmés seront reconnus valables par l'autre partie contractante, aux fins d'exploitations des routes et des services spécifiésau présent Accord, pourvu toutefois que les conditions requises pour la délivrance ou la validation de ces brevets ou licences soient équivalentes ou supérieures aux conditions minima qui pourraient être établies en vertu de la Convention relative à l'Aviation Civile Internationale. Chaque partie contractante se réserve cependant le droit de ne pas reconnaître valables pour la circulation au-dessus de son propre territoire les brevets d'aptitude et les licences délivrés à ses propres ressortissants par un autre Etat.

ARTICLE 7

Afin d'éviter les pratiques discriminatoires et d'assurer l'égalité de traitement, les parties contractantes conviennent de ce qui suit :

A. Chacune des parties contractantes pourra imposer ou permettre que soient imposés des droits justes et raisonnables pour l'utilisation des aéroports publics et autres installations sous son contrôle. Chacune des parties contractantes convient, cependant, que ces droits ne seront pas plus élevés que ceux qui seraient payés pour l'utilisation d'aéroports et d'installations de ce genre par ses aéronefs nationaux employés à des services internatinnaux semblables.

B. Dans toute la mesure du possible aux termes de ses lois nationales, chaque partie contractante exemptera l'entreprise ou les entreprises de transport aérien désignées de l'autre partie contractante des restrictions d'importation, des droits de douane, des impôts indirects, frais d'inspection et autres taxes ou droits nationaux en ce qui concerne les carburants, les lubrifiants, les approvisionnements techniques consomptibles, les pièces de rechange, y compris les moteurs, l'équipement normal, l'équipement au sol, les provisions de bord et autres articles destinés uniquement à être utilisés aux fins d'exploitation, d'entretien ou de réparation des aéronefs des entreprises de transport aérien de ladite autre partie contractante affectés au service aérien international. Les exemptions accordées en vertu du présent paragraphe seront applicables aux articles :

1) qui seront introduits sur le territoire d'une partie contractante par les entreprises de transport aérien désignées ou les ressortissants de l'autre partie contractante ;

2) qui demeureront à bord des aéronefs des entreprises de transport aérien d'une partie contractante à leur arrivée sur le territoire de l'autre partie contractante ou à leur départ de celui-ci; ou

3) qui seront chargés à bord des aéronefs des entreprises de transport aérien désignées d'une partie contractante sur le territoire de l'autre et seront destinés à être utilisés aux fins du service aérien international;

que ces articles soient ou non consommés ou utilisés intégralement dans les limites du territoire de la partie contractante ayant accordé l'exemption.

C. Les exemptions accordées en vertu du présent article seront également applicables dans les cas où l'entreprise ou les entreprises de transport aérien désignées d'une partie contractante ont conclu des arrangements avec une autre entreprise ou des entreprises de transport aérien en vue du prêt ou du transfert, sur le territoire de l'autre partie contractante, des articles spécifiés au paragraphe B du présent article, sous réserve que ladite entreprise ou lesdites entreprises de transport aérien bénéficient également de telles exemptions de la part de ladite autre partie contractante.

ARTICLE 8

Il sera accordé aux entreprises de transport aérien de chaque partie contractante, sur une base juste et équitable, la possibilité d'exploiter toute ligne mentionnée au présent Accord.

ARTICLE 9

Dans l'exploitation par les entreprises de transport aérien de l'une quelconque des deux parties contractantes des services aériens mentionnés au présent Accord, les intérêts des entreprises de transport aérien de l'autre partie contractante seront pris en considération, afin que ne soient pas indûment affectés les services que ces dernières assureraient sur tout ou partie des mêmes parcours.

ARTICLE 10

A. Les services aériens mis à la disposition du public par les entreprises de transport aérien en vertu du présent Accord devront correspondre étroitement aux besoins dudit public en matière de transport aérien.

B. Les services assurés aux termes du présent Accord par une entreprise de transport aérien désignée auront pour objet essentiel d'offrir une capacité correspondant à la demande de trafic entre le pays auquel ressortit l'entreprise de transport aérien et les pays desservis en dernier lieu. Le droit d'embarquer ou de débarquer sur ces parcours, à un point ou aux points situés sur les itinéraires spécifiés au présent Accord, du trafic international à destination ou en provenance de pays tiers sera exercé conformément aux principes généraux de développement ordonné affirmés par les deux parties contractantes et dans des conditions telles que la capacité soit adaptée :

1) à la demande de trafic entre le pays d'origine et les pays de destination du trafic;

2) aux exigences de l'exploitation des services long-courrier; et

3) à la demande de trafic dans la région traversée, compte tenu des services locaux et régionaux.

C. L'entreprise ou les entreprises de transport aérien des parties contractantes, auront, conformément aux dispositions des paragraphes A et B du présent article, la latitude de déterminer la capacité, la fréquence du service, l'horaire des vols ou le type d'aéronef employé dans le cadre des services assurés sur l'une quelconque des routes spécifiées dans le tableau des routes. Au cas où l'une des parties contractantes estimerait que les activités relatives à l'exploitation d'une entreprise de transport aérien de l'autre partie contractante ne sont pas conformes aux normes et principes énoncés au présent article, elle pourra en vertu de l'article 13 du présent Accord, demander à entrer en consultation avec la partie contractante en cause en vue d'examiner les activités en question et de déterminer si celles-ci sont ou non conformes auxdites normes et auxdits principes.

ARTICLE 11

A. Les tarifs à appliquer par les entreprises de transport aérien de l'une quelconque des parties contractantes pour les parcours vers le territoire de l'autre partie contractante ou en provenance de ce territoire devront être établis à des taux raisonnables, compte tenu de tous les éléments d'appréciation et en particulier des frais d'exploitation, de la réalisation d'un bénéfice normal, des tarifs pratiqués par les autres entreprises, ainsi que des caractéristiques présentées par chaque service. Les tarifs dont il est question dans le présent article devront être soumis à l'approbation des autorités aéronautiques de chacune des parties contractantes, lesquelles agiront selon les obligations résultant du présent Accord, dans les limites de leurs pouvoirs légaux.

B. Tout tarif proposé par une entreprise de transport aérien de l'une des parties contractantes pour le trafic à destination ou en provenance du territoire de l'autre partie contractante devra, le cas échéant, être soumis aux autorités aéronautiques de cette autre partie contractante trente (30) jours au moins avant la date prévue pour sa mise en application, à moins que la partie contractante à laquelle doit être soumis ledit tarif n'autorise un préavis plus court. Les autorités aéronautiques de chaque partie contractante s'emploieront de leur mieux pour s'assurer que les tarifs appliqués et perçus sont conformes aux tarifs soumis à l'approbation de l'autre partie contractante et qu'aucune entreprise ne consent directement ou indirectement, de rabais quel qu'il soit, même sous forme de commissions excessives accordées aux agences.

C. Les deux parties contractantes reconnaissent que pendant toute période pour laquelle l'une ou l'autre des parties contractantes a approuvé la procédure des conférences de trafic aérien de l'Association Internationale des Transports Aériens ou d'autres associations d'entreprises de transports aériens internationaux tout accord sur les tarifs conclu selon cette procédure et intéressant l'entreprise ou les entreprises de transport aérien de ladite partie contractante seront soumis à l'approbation des autorités aéronautiques de cette partie contractante.

D. Si l'une des parties contractantes, après réception de la notification prévue au paragraphe B ci-dessus, n'approuve pas le tarif proposé, elle en avisera l'autre partie contractante quinze (15) jours au moins avant la date prévue pour la mise en application dudit tarif et les parties contractantes s'efforceront d'aboutir à un accord sur un tarif convenable.

E. Si l'une des parties contractantes, après avoir examiné le tarif existant pour des transports vers son territoire ou en provenance de ce territoire par une entreprise de l'autre partie contractante, n'approuve pas ce tarif, elle en avisera l'autre partie contractante et les deux parties contractantes s'efforceront d'aboutir à un accord sur un tarif convenable.

F. Lorsqu'un accord est conclu conformément aux dispositions du paragraphe D ou du paragraphe E, chacune des parties contractantes s'efforcera de mettre en application le tarif convenu.

G. 1) Si dans les conditions prévues au paragraphe D un accord ne peut être obtenu avant la date fixée pour la mise en application dudit tarif, ou

2) Si dans les conditions prévues au paragraphe E un accord ne peut être obtenu avant l'expiration d'un délai de soixante (60) jours à partir de la date de notification,

la partie contractante qui s'oppose au tarif pourra prendre telle mesure qu'elle estimera nécessaire en vue d'empêcher l'inauguration ou le maintien du service en question au taux faisant l'objet de la réclamation, à la condition toutefois que la partie contractante qui s'oppose au tarif n'exige pas un tarif supérieur au tarif le plus bas appliqué par sa propre entreprise ou ses propres entreprises de transport aérien pour un service comparable entre les mêmes points.

H. Si, dans l'un des cas prévus aux paragraphes D et E du présent article, les autorités aéronautiques des deux parties contractantes ne parviennent pas à se mettre d'accord dans un délai raisonnable sur un tarif convenable, à l'issue des consultations engagées à la suite de la réclamation de l'une des parties contractantes portant sur le tarif envisagé ou sur un tarif en vigueur de l'entreprise ou des entreprises de transport

aérien de l'autre partie contractante, les dispositions de l'article 14 du présent Accord seront applicables à la demande de l'une quelconque des parties contractantes. En rendant sa décision ou sa sentence, le tribunal arbitral devra s'inspirer des principes énoncés au présent article.

ARTICLE 12

A. Chaque entreprise de transport aérien désignée a le droit de procéder à la vente de billets de transports aériens sur le territoire de l'autre partie contractante directement et, à son gré, par l'intermédiaire de ses agences. Ladite entreprise aura le droit de vendre de tels billets, et toute personne aura la latitude d'acheter de tels billets, en monnaie du territoire en question ou en devises librement convertibles d'autres pays.

B. Tout tarif indiqué en unités de la monnaie nationale de l'une des parties contractantes sera établi en un montant qui exprime le taux de change réel (en tenant compte des droits et autres frais) sur la base duquel les entreprises de transport aérien des deux parties contractantes pourront convertir et verser, dans la monnaie nationale de l'autre partie contractante, les fonds provenant de leurs opérations de transport.

C. Chaque entreprise de transport aérien désignée a le droit de convertir et de verser au pays dont elle relève des fonds de provenance locale en excédent des sommes déboursées localement. La conversion et le versement seront autorisés sans délai et sans restrictions au taux de change en vigueur pour la vente de billets de transports aériens au moment où ces fonds sont présentés pour conversion et versement, et seront exempts d'impôts dans toute la mesure permise par la loi nationale. Si une partie contractante exige la présentation de demandes en vue d'effectuer cette conversion et ce versement, les entreprises de transport aérien de l'autre partie contractante seront autorisées à soumettre de telles demandes, aussi souvent qu'une fois par semaine, exemptes de toutes conditions onéreuses ou discriminatoires de nature documentaire.

ARTICLE 13

L'une quelconque des parties contractantes peut à tout moment demander que des consultations aient lieu entre les autorités compétentes des deux parties contractantes au sujet de l'interprétation de l'application et de l'amendement du présent Accord ou du tableau de routes en annexe. De telles consultations devront commencer dans un délai de soixante (60) jours à compter de la date de réception de la demande par le Ministère des Affaires Etrangères du Royaume du Maroc ou par le Département d'Etat des Etats-Unis d'Amérique, selon le cas. Au cas où les parties décideraient d'apporter un amendement à l'accord ou à son tableau de routes, ledit amendement entrera en vigueur dès qu'il aura été confirmé par un échange de notes diplomatiques.

ARTICLE 14

A. Tout différend relatif aux questions couvertes par le présent Accord qui ne serait pas réglé de façon satisfaisante par la voie des consultations devra, à la demande de l'une quelconque des parties contractantes, être soumis à l'arbitrage conformément à la procédure prévue dans le présent Accord.

B. L'arbitrage incombera à un tribunal composé de trois arbitres et constitué comme suit :

1) Un arbitre sera désigné par chaque partie contractante dans un délai de soixante (60) jours à compter de la date à laquelle l'une des parties contractantes aura reçu de l'autre partie une demande d'arbitrage. Dans les trente(30) jours qui suivront ledit délai de soixante (60) jours, les deux arbitres ainsi désignés, désigneront d'un commun accord un troisième arbitre qui ne devra pas être un ressortissant de l'une ou de l'autre des parties contractantes.

2) Si le troisième arbitre n'est pas agréé conformément aux dispositions du paragraphe (1) l'une quelconque des parties contractantes pourra demander au Président du Conseil de l'Organisation de l'Aviation Civile Internationale de désigner l'arbitre nécessaire.

C. Chaque partie contractante s'emploiera de son mieux, d'une façon compatible avec ses lois nationales, pour assurer l'exécution de toute décision ou sentence du tribunal arbitral.

D. Chaque partie contractante devra s'acquitter des honoraires et des dépenses de l'arbitre qu'elle a nommé. Les parties contractantes contribueront à part égale aux honoraires et aux dépenses du troisième arbitre et du tribunal d'arbitrage.

ARTICLE 15

Le présent Accord et tous les amendements apportés à celui-ci seront enregistrés à l'Organisation de l'Aviation Civile Internationale.

ARTICLE 16

L'une quelconque des parties contractantes pourra à tout moment notifier à l'autre son désir de mettre fin au présent Accord. Une telle notification devra être adressée simultanément à l'Organisation de l'Aviation Civile Internationale. Le présent Accord prendra fin un an après la date de réception de la notification par l'autre partie contractante, à moins que ladite notification ne soit retirée d'un commun accord entre les parties contractantes avant l'expiration de cette période. Au cas où la partie contractante qui recevrait une telle notification n'en accuserait pas réception, la notification sera considérée comme ayant été reçue quatorze(14) jours après la date de sa réception par l'Organisation de l'Aviation Civile Internationale.

ARTICLE 17

Le présent accord entrera en vigueur le jour de sa signature.

En foi de quoi, les soussignés, y ayant été dûment autorisés par leurs Gouvernements respectifs, ont signé le présent Accord.

Fait en double exemplaire, à RABAT, le 9 Février 1970 dans les langues française et anglaise, les deux textes faisant également foi.

POUR LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE,

POUR LE GOUVERNEMENT DU ROYAUME DU MAROC,

TABLEAU DE ROUTES

A. L'entreprise ou les entreprises de transport aérien désignées par le Gouvernement des Etats-Unis d'Amérique auront le droit d'exploiter des services aériens sur les routes spécifiées, dans les deux sens, et d'effectuer des escales régulières dans le territoire du Royaume du Maroc aux points spécifiés dans le présent paragraphe :

Des Etats-Unis, via des points intermédiaires aux Açores et au Portugal à Rabat/Casablanca et au delà vers des points en Afrique situés au Sud du 20ème degré de latitude nord * et au-delà.

B. L'entreprise ou les entreprises de transport aérien désignées par le Gouvernement du Royaume du Maroc auront le droit d'exploiter des services aériens sur chacune des routes spécifiées, dans les deux sens , et d'effectuer des escales régulières dans le territoire des Etats-Unis aux points spécifiés dans le présent paragraphe :

Du Maroc, via des points intermédiaires en Espagne et au Portugal et des points situés dans l'Océan Atlantique (y compris les Açores et les Iles Canaries), à New York/Washington et au-delà jusqu'à Montréal.

C. Les points situés sur l'une quelconque des routes spécifiées pourront au gré de l'entreprise de transport aérien désignée, ne pas être desservis par l'un quelconque des services ou par la totalité desdits services.

* Au cas où l'une quelconque des entreprises de transport aérien désignées des Etats-Unis envisagerait d'exploiter des services aériens au-delà de Rabat/Casablanca jusqu'à Dakar, le Gouvernement du Maroc pourrait désirer réserver aux entreprises aériennes du Maroc le transport sur ce tronçon des passagers dont l'origine et la destination sont Rabat/Casablanca et Dakar.

[EXCHANGE OF NOTES]

Abdelhadi BOUTALEB
Ministre des Affaires Etrangères
du Royaume du Maroc
RABAT

Excellence,

Me référant à l'article 12 de l'accord relatif aux transports aériens entre le Gouvernement du Royaume du Maroc et le Gouvernement des Etats-Unis signé aujourd'hui, j'ai l'honneur de vous confirmer l'accord intervenu entre nos deux délégations en ce qui concerne la vente des billets de transport aérien par les entreprises désignées.

Chaque entreprise de transport aérien désignée a le droit de procéder à la vente de billets de transports aériens sur le territoire de l'autre Partie Constractante directement et, à son gré, par l'intermédiaire de ses agences. Ladite entreprise aura le droit de vendre de tels billets et toute personne aura la latitude d'acheter de tels billets, en procédant à leur réglement soit en monnaie du territoire en question soit en devises librement convertibles d'autres pays si la réglementation interne de ce territoire l'exige.

Il est entendu que cette réglementation ne sera pas applicable au paiement en monnaie locale des voyages prévus aux divers accords sur les produits agricoles conclus entre le Gouvernement du Royaume du Maroc et celui des Etats-Unis.

Veuillez agréer, Excellence, l'expression de ma haute considération.

Monsieur William P. ROGERS
Secrétaire d'Etat des Etats-Unis d'Amérique.

Rabat, le 9 février 1970.

No. 62

Excellence,

J'ai l'honneur de me référer à votre note en date de ce jour concernant l'Accord sur les Services de Transport Aérien signé aujourd'hui entre nos deux Gouvernements, note dont la teneur est la suivante :

"Me référant à l'article 12 de l'accord relatif aux transports aériens entre le Gouvernement du Royaume du Maroc et le Gouvernement des Etats-Unis, signé aujourd'hui, j'ai l'honneur de vous confirmer l'accord intervenu entre nos deux délégations en ce qui concerne la vente des billets de transport aérien par les entreprises désignées.

"Chaque entreprise de transport aérien désignée a le droit de procéder à la vente de billets de transports aériens sur le territoire de l'autre partie contractante directement et, à son gré, par l'intermédiare de ses Agences. La dite entreprise aura le droit de vendre de tels billets, et toute personne aura la latitude d'acheter de tels billets, en procédant à leur règlement soit en monnaie du territoire en question soit en devises librement convertibles d'autres pays si la réglementation interne de ce territoire l'exige.

"Il est entendu que cette réglementation ne sera pas applicable au paiement en monnaie locale des voyages prévus aux divers Accords sur les Produits Agricoles conclus entre le Gouvernement du Royaume du Maroc et celui des Etats-Unis."

Veuillez agréer, Excellence, les assurances renouvelées de ma très haute considération.

WILLIAM P. ROGERS
Secrétaire d'Etat des
Etats-Unis d'Amérique

Son Excellence

Monsieur Abdelhadi Boutaleb

Ministre des Affaires Etrangères

Rabat.

TIAS 6877

UNION OF SOVIET SOCIALIST REPUBLICS

Cultural Relations: Exchanges in the Scientific, Technical, Educational, Cultural and Other Fields in 1970–1971

Agreement signed at Washington February 10, 1970;
Entered into force February 10, 1970;
Effective January 1, 1970.
With annexes.

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE UNION OF SOVIET SOCIALIST REPUBLICS ON EXCHANGES IN THE SCIENTIFIC, TECHNICAL, EDUCATIONAL, CULTURAL AND OTHER FIELDS IN 1970 - 1971

The Government of the United States of America and the Government of the Union of Soviet Socialist Republics;

Believing that exchanges will contribute to the broadening of mutual understanding between the American and Soviet peoples and to the development of relations between the two countries;

Have agreed to the following program of exchanges for 1970 and 1971.

SECTION I

General

1. The exchanges and visits provided for herein shall be subject to the Constitution and applicable laws and regulations of the respective countries.

2. The Parties, desirous of having the exchanges and visits between them take place under favorable conditions and without delay, agree that:

a. The programs and itineraries, lengths of stay, dates of arrival, financial and transportation arrangements and other details of the exchanges and visits provided for in this Agreement, except as otherwise herein stated, shall be agreed upon on a mutually acceptable basis, as a rule not less than thirty days in advance, through diplomatic channels or between appropriate organizations requested by the Parties to carry out these exchanges;

b. Applications for visas for visitors under this Agreement shall be submitted, as a rule, not less than twenty days before the estimated time of departure;

c. Each of the Parties shall have the right to include in delegations interpreters or members of its Embassy who shall be considered as within the agreed total membership of such delegations;

d. Unless otherwise provided for in this Agreement, and except where other specific arrangements

have been agreed upon, visitors under this Agreement shall arrange to pay their own expenses, including international travel, internal travel and costs of maintenance in the receiving country. When it is requested, the receiving side will consider possibilities for covering internal transporation and lodging.

3. The exchanges and visits enumerated in this Agreement shall not preclude other visits and exchanges which may be arranged by the two countries or undertaken by their organizations or individual citizens, it being understood that arrangements for additional visits and exchanges, as appropriate, will be facilitated by prior agreement through diplomatic channels or between appropriate organizations.

SECTION II

Science

1. The Parties will take all appropriate measures to encourage and achieve the fulfillment of:

a. The Agreement between the National Academy of Sciences of the United States of America and the Academy of Sciences of the Union of Soviet Socialist Republics, a copy of which is appended to this Agreement as Annex No. I; [1]

b. The Agreement between the American Council of Learned Societies and the Academy of Sciences of the Union of Soviet Socialist Republics, a copy of which is appended to this Agreement as Annex No. II; [2]

[1] *Post*, p. 1248.
[2] *Post*, p. 1260.

c. The Memorandum on Cooperation in the Peaceful Uses of Atomic Energy between the United States Atomic Energy Commission and the State Committee on the Utilization of Atomic Energy of the Union of Soviet Socialist Republics, a copy of which is appended to this Agreement as Annex No. III.[1]

2. The Parties agree that additional visits or exchanges may be agreed upon through diplomatic channels, between the above-mentioned organizations or between other appropriate organizations whose participation in these additional visits and exchanges is approved by the Parties. These visits or exchanges, whether for the purpose of participating in scientific meetings, exchanging experiences, conducting studies or delivering lectures, shall take place as far as possible on a reciprocal basis.

SECTION III

Scientific and Technical Problems

The Parties agree to provide for exchanges of delegations of four to six persons, which number may be increased by agreement, for visits of three to four weeks, for the purpose of familiarization and exchange of experience in the following fields:

A. Man and His Environment

1. Oceanography: cooperation and joint participation in implementing scientific oceanographic projects, including the exchange of research results and the exchange of scientists and specialists in oceanographic expeditions as well as research centers. The fields

[1] *Post*, p. 1270.

of study will include the following: familiarization with studies in the field of man's activity under water and use of underwater laboratories for the study and utilization of the mineral and biological resources of oceans and seas, geological-physical and biological exploration of the world ocean, joint research into the problem of ocean-atmosphere interaction, technical means, methods and trends in ocean and sea research;

2. Urban Transportation and Environmental Impact of Urban Transportation: planning, development and construction of urban and suburban transportation systems, intra- and inter-city high speed transit, construction and principles of locating basic types of transport structures. Environmental aspects of urban transportation systems;

3. Air Pollution: study of methods for prevention and control of air pollution from industrial processes, scientific research on the effects of pollutants on humans, animals, vegetation and materials;

4. Management Systems: development and operation of management systems in industry; study of organization of production and the management of industrial enterprises and associated organizations for planning and administration; utilization of computers in management;

5. Social Security: study of planning in the field of social security;

6. Agricultural Economics: broad study of economic and statistical aspects of agricultural production and farm management, with emphasis on current

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methods for compilation of statistical data and for planning of input and output, at the individual farm, regional and national levels;

7. Treatment of Water in Industry: treatment of industrial waste water by chemical, biological and other methods to prevent the pollution of water sources and treatment of water for industrial use, including familiarization with the methods, equipment and instruments used.

B. Technology, Industry, Transport and Construction

1. High Voltage Power Transmission: inspection of high voltage (330 kv and higher) transmission lines and terminal stations either under construction or in service; visits to scientific research centers working on problems of high voltage power transmission; familiarization with the use of computers for controlling complex power systems;

2. Bridge and Tunnel Construction: planning and construction of bridges and tunnels of various types, scientific research work in the field of bridge and tunnel construction;

3. Transport: study of experience and developments in container transport of freight and the high-speed rail transport of passengers;

4. Production of Earth-Moving Equipment: scientific research, planning, design, production and use of heavy construction equipment to include earth-moving equipment, trench-digging power shovels, and equipment for the construction of irrigation canals;

5. Patent Management and Patent Licensing: mechanized and automated systems for the control and processing of patent documentation. Study of the practical steps, procedures and formalities necessary to exploit the patent grant, including identification of channels of communication available to bring together prospective licensees with the foreign patent holder;

6. Aeronautical Engineering: airframe and aircraft engine construction. Visits to commercial aircraft design and production facilities and discussion of current topics of mutual interest to American and Soviet specialists;

7. Geology: geophysical means of prospecting for minerals and mineral fuels. Use of remote methods for geological and mineral investigations;

8. Atmospheric Modeling, Numerical Prediction and Weather Data Processing: study of modern weather forecasting methods;

9. Chemical Abstracting: one- or two-week visits by American and Soviet working groups to investigate the possibility of establishing cooperation on chemical information systems;

10. Antarctic Research: working-level discussions on long-range planning and management of antarctic research including development of stations, utilization of short- and long-range aircraft, surface transportation and specialist participation in expeditions. (Five specialists each for three to six weeks.);

11. Metrology: study of problems of organization and methodology of work in the fields of metrology, standards of measurement, and control of the quality of production. Visits to metrological centers for familiarization with the latest accomplishments and refinements in the specific fields of science and of metrological services in industry with the aim of possibly establishing scientific cooperation, in particular carrying out joint work in the fields of physical standards and fundamental constants;

12. Fisheries Management and Fish Culture: reservoir, lake, riverine, and estuarine fisheries management. Study of the ecology, physiology, genetics, and diseases of fish in these environments. The intensive culture of food fishes;

13. Building Construction: construction of reinforced concrete and pre-stressed concrete buildings. Organization and planning of construction work.

SECTION IV

Agriculture

The Parties agree to provide for exchanges of agricultural scientists and specialists in the following fields:

For the United States:

1. Study and exchange of information on research in soil-machine relations. Familiarization with

current research practice and results. Visits to research centers and field sites. (One specialist for three months);

2. Study of the Soviet experience in grain growing in the major Virgin Lands regions--especially in the former Tselinnyy Kray, i.e., northern Kazakhstan and western Siberia. Emphasis to be on cultural practices, grain handling facilities, and programs for future grain production in these regions. (Six specialists for one month);

3. Study of the origins of plant species beneficial to man, including the collection of plant and shrub samples in Siberia and other parts of the Soviet Union. (One specialist for three months);

4. Study of the ecology and management of water fowl and other game animals. Wildlife research methods and facilities. (Four specialists for one month).

For the Soviet Union:

1. Study of methods of producing wilt resistant, rapidly maturing and high yield strains of cotton. (Four specialists and one interpreter for one month);

2. Study of experience in commercial poultry production and construction of poultry houses. (Three specialists and one interpreter for one month);

3. Study of experience in the field of selection and mechanized harvesting of tomatoes. (Three specialists and one interpreter for one month);

4. Study of new methods of water and wind erosion control. (Four specialists and one interpreter for one month).

The Parties agree to provide for the exchange of a minimum of three additional groups of specialists from each side. Subjects of study of these specialists will be agreed upon at a later date.

SECTION V

Public Health and Medical Sciences

1. The Parties will facilitate continued cooperation between biomedical research organizations and other agreed-upon research organizations of the United States and the Soviet Union engaged in the study of the problems of cancer, cardiovascular diseases, rheumatic diseases, infectious and virus diseases, the problems of organ transplantation, and other important problems of medicine.

2. The Parties will facilitate the conduct of two joint scientific symposia, providing two to four specialists from the sending side for a period of up to fourteen days for each symposium.

In the United States (in 1971):

Prophylaxis and Treatment of Coronary Disease and Myocardial Infarction

In the U.S.S.R. (in 1970):

Neuronal Mechanisms of Adaptive Behavior

The dates and duration of the above symposia will be agreed subsequently. Each side will inform the other side of its participants at least thirty days in advance of the symposia.

3. The Parties agree to provide for the exchange of three delegations, each to consist of three to six persons, for visits of three to four weeks. These visits may include short seminars to be conducted at scientific institutions. The United States will receive a Soviet delegation for the study of the preparation and administration of vaccines, fermented preparations for prophylaxis, and treatment of leucoses. The U.S.S.R. will receive a delegation from the United States for the study of health services research.

The subjects of study of the other two delegations to be exchanged will be agreed upon between the U.S. Public Health Service and the U.S.S.R. Ministry of Public Health at a later date.

4. The Parties agree to provide for the exchange of specialists, not to exceed 20 persons, for the purpose of studying the work of medical scientific research institutes and establishments of the United States and the Soviet Union, exchanging experience and conducting joint research studies. The length of individual exchanges shall not exceed one year, unless otherwise agreed to by the Parties, while the total volume of exchanges shall amount to no more than 80 man-months from each side over a period of two years.

5. The Parties will facilitate the further development of exchanges of information in the field of health and biomedical research, as well as the exchange of information between the National Library of Medicine and other United States libraries and

Soviet libraries.

6. The Parties will facilitate the publication of studies of United States researchers in Soviet medical journals and of studies of Soviet researchers in United States medical journals on the most important problems in medical science.

7. Details of specific exchanges under this Section including necessary administrative and financial arrangements shall be agreed upon directly between the U.S. Public Health Service and the U.S.S.R. Ministry of Public Health.

SECTION VI

Education

1. The Parties agree to provide for the exchange annually from each side of:

a. Up to 40 graduate students, postgraduates, young researchers and instructors for study and postgraduate work in the natural sciences, technical sciences, and humanities, including social sciences, with periods of stay up to one academic year, including five-week courses before the beginning of the academic year to improve the participants' competence in the Russian or English language.

b. 20 language teachers to participate in summer courses of ten weeks to improve their competence in the Russian or English language.

c. Up to 20 professors and instructors of universities and other institutions of higher learning

to conduct scholarly research and to deliver lectures for periods of up to seven months, the total volume of these exchanges not to exceed 50 man-months for each side.

2. The Parties agree to facilitate exchanges of professors and instructors for the purpose of giving lecture courses in the natural sciences, technical sciences, and humanities, including social sciences.

3. The Parties agree to provide for conditions necessary to fulfill agreed programs, including use of scholarly and scientific materials, and, where appropriate and possible, work in laboratories, archives and institutions outside the system of higher educational establishments.

4. The Parties agree that the exchanges specified above will be implemented in accordance with the provisions of the Annex to this Section.

5. The Soviet side will send three specialists for the study of the methodology of teaching foreign languages and English for foreigners, for a period of up to five months.

6. The Parties agree to provide for the exchange of delegations, consisting of five specialists in elementary and secondary education, for a period of up to three weeks, on subjects to be agreed upon.

7. The Parties agree to encourage the exchange by appropriate organizations of educational and teaching materials, including textbooks, syllabi and curricula, materials on methodology, children's

literature, slides, samples of teaching instruments, and visual aids.

SECTION VII

Performing Arts

1. The Parties will encourage and support, on a reciprocal basis, appearances of theatrical, musical, choral and choreographic groups, orchestras and individual performers.

2. The Parties agree to facilitate the tours of five major performing arts groups from each side to be exchanged correspondingly during 1970 and 1971.

3. Commercial contracts acceptable to the Parties will be concluded between appropriate organizations or impresarios of the United States and concert organizations of the Soviet Union well in advance and, whenever possible, at least nine months before the beginning of the tours. The receiving Party will seek to satisfy the wishes of the sending Party concerning the timing and duration of the tours as well as the number of cities to be visited.

4. The Parties agree to facilitate the tours of up to twenty individual performers from each side during 1970 and 1971. Suggestions for tours of individual performers may be made by appropriate organizations or impresarios of the United States and concert organizations of the Soviet Union.

5. In the event of additional mutually acceptable exchanges and tours in performing arts, the provisions

of Paragraph 3 or Paragraph 4 will apply.

SECTION VIII

Cinematography

1. The Parties agree to encourage practical measures to increase the sale and purchase of motion pictures of their respective film industries, on the basis of equal opportunity and mutually acceptable financial terms, as well as to provide for the widest possible distribution of these films. To this end, representatives of the motion picture industry of the United States approved by the Department of State will negotiate directly with Sovexportfilm for the sale and purchase of films mutually acceptable to the Parties during the period of this Agreement.

2. The Parties agree to encourage appropriate organizations to hold, on the basis of reciprocity, film premieres in each country from among the films purchased. Appropriate delegations to these premieres may be exchanged.

3. The Parties agree to encourage the exchange and to provide for the distribution of documentary films in the fields of science, culture, technology, education, and other fields, in accordance with lists to be agreed upon between the Parties.

4. The Parties will continue to study the possibilities of arranging for the joint production of entertainment, popular science, and educational shorts and feature-length films. The content of the films, as

well as the companies or film studios involved in their production, will be agreed upon by the Parties.

5. The Parties agree to facilitate the exchange of delegations of creative and technical specialists.

6. The Parties, when requested by individuals or organizations of their respective countries, agree to discuss other film proposals, and to facilitate, as may be agreed, the exchange of scientific, cultural, technical and educational films produced by film organizations or in the custody of film museums and other film institutions in each country.

SECTION IX

Publications, Exhibits, Radio and Television

The Parties agree:

Publications

1. To render practical assistance for the successful distribution of the magazines Amerika in the Soviet Union and Soviet Life in the United States on the basis of reciprocity and to consult as necessary in order to find ways to increase the distribution of these magazines. The Parties agree to distribute free of charge unsold copies of the magazines among visitors to mutually-arranged exhibits on the condition that the issues of the magazines will contain materials devoted to the subject of the exhibit.

2. To encourage the exchange of books, magazines, newspapers and other publications devoted to

scientific, technical, cultural, and general educational subjects between the libraries, universities and other organizations of each country, and also through commercial channels.

3. To encourage exchanges and visits of journalists, editors and publishers, as well as their participation in appropriate professional meetings and conferences.

Exhibits

4. To exchange one circulating exhibit from each side during the period covered by this Agreement.

The subject of the United States exhibit in the Soviet Union will be:

Research and Development in the U.S.A.

The subject of the Soviet exhibit in the United States will be:

Folk Art of the USSR Republics

5. To show each exhibit in six cities for a period of up to four weeks in each city. The Parties will discuss in a preliminary fashion the nature and general content of each exhibit and will acquaint each other about the exhibits before their official opening, in particular through the mutual exchange of catalogues, prospectuses and other information pertinent to the exhibits. Other conditions for conducting the exhibits (dates, premises, number of personnel, financial terms, etc.) shall be subject to agreement by the Parties. Arrangements for conducting the exhibits will be concluded by November 20, 1970.

6. To render assistance for the exchange of exhibits between the museums of the two countries.

7. To arrange through diplomatic channels other exhibits and participation in national exhibits which may take place in either country.

Radio and Television

8. To promote exchanges in the field of radio and television.

9. To promote exchanges of delegations and individuals engaged in radio and television matters.

SECTION X

Government, Social, Civic, Cultural and Professional Exchanges

1. The Parties will render every assistance to members of the Congress of the United States and deputies of the Supreme Soviet of the U.S.S.R., as well as to officials of the national governments of both countries, visiting the Soviet Union and the United States respectively, concerning which the Parties will agree in advance through diplomatic channels.

2. The Parties will encourage exchanges of representatives of municipal, local and state governments of the United States and the Soviet Union to study various functions of government at these levels.

3. The Parties agree to encourage joint undertakings and exchanges between appropriate organizations active in civic and social life, including youth and

women's organizations, recognizing that the decision to implement such joint undertakings and exchanges remains a concern of the organizations themselves.

4. The Parties agree to provide for reciprocal exchanges and visits of writers, composers, musicologists, playwrights, theater directors, artists, architects, art historians, museum specialists, specialists in various fields of law, and those in other cultural and professional fields, to familiarize themselves with their respective fields and to participate in meetings and symposia. The Parties agree both to inform each other of proposed visitors and to arrange programs for them well in advance of their arrival.

5. The Parties note that commemorative activities may take place in their countries in connection with jubilee celebrations recognized by major international bodies.

SECTION XI

Sports

1. The Parties agree to encourage reciprocal exchanges of athletes and athletic teams as well as visits of specialists in the fields of physical education and sports.

2. These exchanges and visits will be agreed upon between the appropriate United States and Soviet sports organizations.

SECTION XII

Tourism

The Parties agree to encourage arrangements for tourist travel between the two countries and measures to satisfy the requests of tourists, as individuals or in groups, to acquaint themselves with the life, work and culture of the people of each country.

SECTION XIII

Procedure for a Meeting of the Parties

The Parties agree to hold, within one year after the signing of this Agreement, a meeting of their representatives to discuss the implementation of exchanges and the development of the program for 1971.

SECTION XIV

Entry into Force

This Agreement shall enter into force on signature with effect from January 1, 1970.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement, and thereto have affixed their seals.

DONE at Washington in duplicate, in the English and Russian languages, both equally authentic, this tenth day of February, one thousand nine hundred seventy.

[SEAL] [1]

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS:

[SEAL] [2]

[1] Martin J. Hillenbrand.
[2] Nikolay M. Lunkov.

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ANNEX TO SECTION VI: EDUCATION

Exchanges of Graduate Students, Postgraduates, Young Researchers and Instructors

(Paragraph 1-a)

1. The International Research and Exchanges Board (IREX) and the Ministry of Higher and Specialized Secondary Education of the USSR (Ministry) will exchange lists of nominees, their programs for the forthcoming academic year, and the necessary information about each nominee not later than March 1 for the next academic year. The programs of study and scientific work must reflect the academic background and the research plan and objectives of the participants. The receiving side will supply placement information at the earliest possible time. Representatives of IREX and the Ministry will meet in the Soviet Union no later than May 10, 1970 and in the United States no later than May 10, 1971 for a final exchange of information concerning placement of the participants for the forthcoming academic year and to discuss details connected with the exchange.

2. Participants accepted to start their work at the beginning of the academic year will arrive by August 14 for the American participants and by August 5 for the Soviet participants at the universities in each country which will provide the language course. Those accepted for the second semester will arrive during the period February 1-10. If a participant

cannot arrive in the receiving country on the agreed date, the sending side will inform the receiving side of this fact as far in advance as possible. The new date on which the participant will arrive will be settled by agreement.

3. Applications for extensions of agreed periods of stay presented during the participant's period of study will be considered by the receiving side only in exceptional cases.

4. The receiving side will bear the following expenses: tuition and fees for training in universities and other institutions of higher learning, payment for suitable living quarters, and a monthly stipend agreed between IREX and the Ministry. As a rule, the stipend will be paid in full directly to the participants. In case of a participant's illness or accident, the receiving side will bear medical costs, including hospital expenses, as agreed between the two sides. The sending side will bear all costs for the travel of its participants.

5. IREX and the Ministry agree to provide for living quarters for the spouses of participants during the academic year, or for one visit to the receiving country of up to 30 days. The receiving side will bear no costs for the travel or maintenance of spouses.

Exchanges of Language Teachers
(Paragraph 1-b)

6. IREX and the Ministry will agree on the dates for the courses and will exchange lists of participants,

drafts of the programs for the courses, and commentaries on them by May 10. Participants in these exchanges may be accompanied by one or two language specialists (leaders). The receiving side will provide to the participants, including the leaders, at no cost, tuition, living quarters (dormitories), stipends and medical services agreed upon between IREX and the Ministry. As a rule, the stipend will be paid in full directly to the participants. The receiving side will bear the costs for the internal travel of participants, including travel on excursions to two of its cities, with a total duration of up to one week, to be considered within the agreed duration of the exchange. The sending side will bear all costs for the international travel of its participants.

Exchanges of Professors and Instructors
(Paragraph 1-c)

7. IREX and the Ministry will exchange lists of scholars, the necessary information concerning each of them, and their programs of research, for those proposed by the sending side for the first semester, by March 15 of each year; for those proposed for the second semester, by October 15 of each year. The receiving side will inform the sending side of the decision on the scholars by universities and other institutions of higher learning within two months after the above-mentioned documents are received.

8. The receiving side will provide the participants with free living quarters, medical services and a monthly stipend as agreed between IREX and the Ministry. The sending side will bear all travel expenses for its participants. Participants may be accompanied by their spouses with minor children, but in the latter case the receiving side will bear no costs for their travel or maintenance.

Exchanges of Lecturers
(Paragraph 2)

9. Exchanges will be based upon the request of institutions of higher learning of both sides, and will take place on terms to be agreed upon between the two Parties.

Visits by Representatives

10. Each side may send, at its own expense, its representatives to the receiving country to familiarize themselves with the conditions of study and sojourn of its participants in these exchanges.

Diploma Equivalency

11. The sides have discussed the question of diploma equivalency and will consider referring it to appropriate bodies for further investigation.

СОГЛАШЕНИЕ

между Соединенными Штатами Америки и Союзом Советских Социалистических Республик об обменах в области науки, техники, образования, культуры и в других областях на 1970-1971 гг.

Правительство Соединенных Штатов Америки и Правительство Союза Советских Социалистических Республик,

полагая, что обмены будут способствовать расширению взаимопонимания между американским и советским народами и развитию отношений между обеими странами,

согласились о следующей Программе обменов на 1970 и 1971 гг.

РАЗДЕЛ I

Общая часть

1. Предусмотренные настоящим Соглашением обмены и визиты должны осуществляться в соответствии с Конституцией и соответствующими законами и правилами, действующими в каждой стране.

2. Стороны, желая осуществления обменов и визитов в благоприятных условиях и без задержек, соглашаются, что:

а) программы, маршруты, сроки пребывания, время прибытия, вопросы финансирования и транспортировки и другие детали обменов и визитов, предусмотренных настоящим Соглашением, если это иным образом не определено положениями этого Соглашения, согласовываются на взаимоприемлемой основе, как правило, не позднее, чем за 30 дней, по дипломатическим каналам или между соответствующими организациями, привлекаемыми Сторонами к осуществлению этих обменов;

б) обращения за визами для лиц, приезжающих в соответствии с настоящим Соглашением, подаются, как правило, не менее, чем за 20 дней до предполагаемой даты отъезда;

в) каждая Сторона имеет право включать в состав делегаций переводчиков или представителей своего посольства, которые входят в общую обусловленную численность делегаций;

г) если это иным образом не определено положениями настоящего Соглашения и за исключением тех случаев, когда достигнута иная конкретная договоренность, приезжающие в соответствии с настоящим Соглашением лица, оплачивают свои расходы, включая международный проезд, внутренний проезд и стоимость пребывания в принимающей стране. В случае обращения принимающая Сторона рассмотрит возможность оплаты внутреннего проезда и стоимости гостиницы.

3. Обмены и визиты, перечисленные в настоящем Соглашении, не исключают других визитов и обменов, которые могут быть организованы обеими странами или предприняты их организациями и отдельными гражданами. При этом предполагается, что организации дополнительных визитов и обменов, когда это целесообразно, будет способствовать предварительная договоренность по дипломатическим каналам или между соответствующими организациями.

РАЗДЕЛ П

Наука

I. Стороны примут все необходимые меры в целях поощрения и осуществления:

а) Соглашения, заключенного между Национальной академией наук Соединенных Штатов Америки и Академией наук Союза Советских Социалистических Республик, копия которого прилагается к настоящему Соглашению в качестве Приложения № I;

б) Соглашения, заключенного между Американским советом познавательных обществ и Академией наук Союза Советских Социалистических Республик, копия которого прилагается к настоящему Согла-

шению в качестве Приложения № II;

в) Меморандума о сотрудничестве в области использования атомной энергии в мирных целях между Комиссией по атомной энергии Соединенных Штатов Америки и Государственным комитетом по использованию атомной энергии Союза Советских Социалистических Республик, копия которого прилагается к настоящему Соглашению в качестве Приложения № III.

2. Стороны соглашаются, что дополнительные визиты или обмены могут быть согласованы по дипломатическим каналам между указанными выше организациями или между другими соответствующими организациями, участие которых в этих дополнительных визитах и обменах одобряется Сторонами. Такие визиты или обмены с целью участия в научных совещаниях, обмена опытом, проведения научных работ или чтения лекций будут происходить, по возможности, на основе взаимности.

РАЗДЕЛ III

Научно-технические проблемы

Стороны соглашаются обеспечить обмен делегациями в составе 4-6 человек каждая, причем это количество может быть увеличено по взаимному согласию, на срок 3-4 недели для ознакомления и обмена опытом в следующих областях:

А. Человек и окружающая среда

I. Океанография: сотрудничество и совместное участие в осуществлении научных океанографических проектов, включая обмен результатами исследований и обмен учеными и специалистами как в океанографических экспедициях, так и в исследовательских центрах.

Области изучения будут включать в себя: ознакомление с работами в области деятельности человека под водой и применение подводных лабораторий для изучения и использования минеральных и биологических ресурсов океанов и морей, геологогеофизических и биологических исследований Мирового океана, совместные иссле-

дования по проблеме взаимодействий океана и атмосферы, технические средства, методы и направленность исследований океанов и морей.

2. Городской транспорт и его воздействие на окружающую среду: планирование, развитие и строительство систем городского и пригородного транспорта, высокоскоростные междугородние и внутригородские перевозки, строительство и принципы размещения основных типов транспортных сооружений. Аспекты взаимосвязи транспортных систем и окружающей среды.

3. Загрязнение воздуха: изучение методов борьбы и контроля с загрязнением воздуха при промышленных процессах, научно-исследовательские работы по изучению действия загрязнителей на человека, животных, растительность и материалы.

4. Системы управления: разработка и эксплуатация систем управления в промышленности; изучение организации производства и управления промышленными предприятиями, а также смежными им учреждениями, занимающимися вопросами планирования и администрирования; применение вычислительных машин для управления.

5. Социальное обеспечение: изучение планирования в области социального обеспечения.

6. Экономика сельского хозяйства: широкое изучение экономических и статистических аспектов сельскохозяйственного производства и управления фермами с акцентом на современные методы сбора статистических данных и планирование затрат и выпуска продукции на отдельных фермах, в районном и национальном масштабах.

7. Обработка воды в промышленности: очистка промышленных сточных вод химическими, биологическими и другими методами для предотвращения загрязнения водных источников и подготовка воды для промышленного использования, включая ознакомление с применяемыми методами, оборудованием и приборами.

Б. Техника, промышленность, транспорт и строительство

I. Передача электроэнергии высокого напряжения: посещение линий высокого напряжения (330 киловольт и выше) и концевых подстанций, находящихся в стадии строительства или действующих, научно-исследовательских центров, занимающихся вопросами передачи

электроэнергии высокого напряжения; ознакомление с применением электронной вычислительной техники для управления сложными энергосистемами.

2. Мостостроение и тоннелестроение: проектирование и строительство мостов и тоннелей различных типов, научно-исследовательские работы в области мостостроения и тоннелестроения.

3. Транспорт: изучение опыта и развития контейнерных перевозок грузов и высокоскоростного железнодорожного пассажирского движения.

4. Производство землеройных машин: научно-исследовательские и проектно-конструкторские работы, производство и использование тяжелого строительного оборудования, включая оборудование для перемещения грунта и для сооружения траншей и ирригационных каналов.

5. Патентоведение и лицензирование патентов: механизированные и автоматизированные системы управления и обработка патентной документации. Изучение практических мер, процедуры и формальностей, необходимых для использования выданного патента, включая определение имеющихся каналов связи, для установления контактов между перспективными обладателями лицензии и иностранным владельцем патента.

6. Авиационная промышленность: производство самолетов и авиационных двигателей. Посещение гражданских конструкторских и производственных учреждений и обсуждение текущих тем, представляющих обоюдный интерес для американских и советских специалистов.

7. Геология: геофизические способы разведки полезных ископаемых. Применение дистанционных методов для геологической разведки и поиска полезных ископаемых.

8. Моделирование атмосферы, численное предсказание и обработка информации о погоде: изучение современных методов прогнозов погоды.

9. Реферирование в области химии: обмен визитами на I-2 недели американских и советских рабочих групп для изучения возможности установления сотрудничества по системам информации в области химии.

10. Антарктические исследования: обмен рабочими группами или специалистами для обсуждения долгосрочного планирования и организации антарктических исследований, включая вопросы создания станций, использования авиации дальнего и ближнего действия, наземного транспорта и обмена специалистами в экспедициях (5 специалистов на 3-6 недель каждый).

11. Метрология: изучение вопросов организации и методологии работ в области метрологии, стандартизации системы мер и контроля качества продукции; посещение метрологических центров для ознакомления с последними достижениями и уточнение специфических областей науки и метрологической службы в промышленности с целью возможного установления научного сотрудничества, в частности, проведения совместных работ в области стандартных образцов и основных физических констант.

12. Организация рыбного хозяйства и рыбоводства: организация рыбного хозяйства в резервуарах, озерах, реках, эстуариях. Изучение экологии, физиологии, генетики и заболевания рыб в этих условиях. Интенсивное разведение рыб для использования в качестве продуктов питания.

13. Строительство зданий: возведение зданий из железобетона и предварительно напряженного бетона. Организация и планирование строительных работ.

РАЗДЕЛ IУ

Сельское хозяйство

Стороны соглашаются обеспечить обмен учеными и специалистами в области сельского хозяйства по следующей тематике:

С Американской Стороны:

1. Ознакомление с научными исследованиями и обмен информацией по вопросу воздействия машинной обработки на почву. Ознакомление с последними достижениями науки и практическими результатами. Посещение научно-исследовательских центров и ознакомление с работами в полевых условиях (один специалист на три месяца).

2. Изучение советского опыта выращивания зерна в основных районах целинных земель, особо в бывшем Целинном крае, т.е. - Северном Казахстане и Западной Сибири. Особое внимание уделяется культуре выращивания, оборудованию, применяемому в зерновом хозяйстве и программам производства зерна в этих районах в будущем (6 специалистов на один месяц).

3. Изучение происхождения видов растений, полезных для человека, включая сбор образцов растений и кустарников в Сибири и других частях Советского Союза (один специалист на три месяца).

4. Изучение экологии и организации охраны дичи и других диких животных. Методика научных исследований и оборудование, применяемые в этой области (четыре специалиста на один месяц).

С Советской Стороны:

I. Изучение методов выведения вилтоустойчивых скороспелых и высокопродуктивных сортов хлопчатника (4 специалиста и переводчик на один месяц).

2. Изучение опыта промышленного птицеводства и строительства помещений для птиц (3 специалиста и переводчик на один месяц).

3. Изучение опыта селекции и механизированной уборки томатов (3 специалиста и переводчик на один месяц).

4. Изучение новых методов борьбы с водной и ветровой эрозией почв (4 специалиста и переводчик на один месяц).

Стороны соглашаются обеспечить дополнительный обмен минимум тремя группами специалистов от каждой стороны. Тематика обмена специалистами будет согласована позднее.

РАЗДЕЛ У

Здравоохранение и медицинская наука

I. Стороны будут способствовать продолжающемуся сотрудничеству между медико-биологическими и другими взаимосогласованными исследовательскими организациями США и СССР, занимающимися изучением проблем рака, сердечно-сосудистых, ревматических, инфекционных и вирусных заболеваний, проблем пересадки органов и других важных проблем медицины.

2. Стороны будут содействовать проведению двух совместных научных симпозиумов с участием от двух до четырех специалистов от направляющей Стороны, продолжительностью пребывания до четырнадцати дней на каждом симпозиуме.

В Соединенных Штатах (1971 г.):

Профилактика и лечение коронарной болезни и инфаркта миокарда.

В Советском Союзе (1970 г.):

Невронные механизмы адаптации.

Конкретные даты и продолжительность указанных симпозиумов будут согласованы дополнительно. Каждая Сторона сообщит о своих участниках другой Стороне по крайней мере за тридцать дней до начала симпозиумов.

3. Стороны соглашаются обеспечить обмен тремя делегациями в составе от трех до шести человек каждая, с продолжительностью пребывания от трех до четырех недель. Эти визиты могут включать проведение коротких семинаров в научных институтах. Соединенные Штаты примут советскую делегацию по теме "Изготовление и применение вакцин и ферментных препаратов для профилактики и лечения лейкозов". Советский Союз примет американскую делегацию по теме "Исследования в области службы здравоохранения".

Тематика для обмена двумя другими делегациями будет согласована дополнительно между Службой здравоохранения США и Министерством здравоохранения СССР.

4. Стороны соглашаются обеспечить обмен специалистами, всего до 20 человек, с целью изучения работы медицинских научно-исследовательских институтов и учреждений США и СССР, обмена опытом и проведения совместных исследований. Продолжительность отдельных обменов не будет превышать одного года, если Сторонами не будет достигнута иная договоренность, а общий объем обменов составит не более 80 человеко-месяцев с каждой стороны в течение двух лет.

5. Стороны будут способствовать дальнейшему развитию обменов информацией в области здравоохранения и медико-биологических исследований, а также обмену информацией между Национальной ме-

дицинской библиотекой и другими библиотеками США и библиотеками Советского Союза.

6. Стороны будут содействовать публикации научных работ американских исследователей в медицинских журналах СССР и советских исследователей в медицинских журналах США по наиболее важным проблемам медицинской науки.

7. Детали конкретных обменов по этому Разделу, включая необходимые административные и финансовые условия, будут согласовываться непосредственно между Службой здравоохранения США и Министерством здравоохранения СССР.

РАЗДЕЛ УI

Образование

I. Стороны соглашаются обеспечить обмен ежегодно с каждой стороны:

а) до 40 выпускников институтов, аспирантов, молодых научных работников и преподавателей для обучения и научной работы в области естественных наук, технических наук и гуманитарных наук, включая общественные науки, при сроках пребывания до полного учебного года, включая 5-недельные курсы до начала учебного года для совершенствования участниками обмена своих знаний русского или английского языка;

б) 20 преподавателями языка, для занятий на летних IO-недельных курсах с целью совершенствования знаний соответственно русского или английского языка;

в) до 20 профессоров и преподавателей университетов и других высших учебных заведений для проведения научной работы и чтения лекций, сроком до 7 месяцев; общий объем обменов составит до 50 человеко-месяцев с каждой стороны.

2. Стороны соглашаются содействовать обменам профессорами и преподавателями для чтения лекций по естественным, техническим и гуманитарным дисциплинам, включая общественные дисциплины.

3. Стороны соглашаются обеспечить условия, необходимые для выполнения согласованных программ, включая пользование учебными и научными материалами, и в тех случаях, когда это целесообразно и возможно, работу в лабораториях, архивах и учреждениях, не входящих в систему высших учебных заведений.

4. Стороны соглашаются, что обмены, указанные выше, будут осуществляться в соответствии с положениями Приложения к настоящему Разделу.

5. Советская Сторона направит трех специалистов для изучения методики преподавания иностранных языков и английского языка иностранцам, сроком до 5 месяцев.

6. Стороны соглашаются обеспечить обмен делегациями работников средней общеобразовательной школы по согласованной тематике, в составе 5 чел., сроком до 3 недель.

7. Стороны соглашаются поощрять обмен между соответствующими организациями учебными и педагогическими материалами, в том числе учебниками, учебными программами и планами, методическими материалами, детской литературой, диапозитивами, образцами учебных приборов, наглядными пособиями.

РАЗДЕЛ УП

Исполнительское искусство

I. Стороны будут поощрять и поддерживать на основе взаимности осуществление гастролей театральных, музыкальных, хоровых и хореографических коллективов, оркестров и отдельных исполнителей.

2. Стороны соглашаются способствовать поездкам 5 исполнительских коллективов с каждой стороны, которыми они соответственно обменяются в I970-I97I гг.

3. Коммерческие контракты, приемлемые для Сторон, будут заключаться между соответствующими организациями или импресарио Соединенных Штатов и концертными организациями Советского Союза достаточно заблаговременно, и в тех случаях, когда это возможно, не позднее, чем за девять месяцев до начала каждой поездки. При-

нимающая Сторона будет стремиться удовлетворить пожелания направляющей Стороны в отношении сроков и продолжительности гастролей, а также числа городов, в которых они будут проводиться.

4. Стороны соглашаются содействовать гастролям до двадцати отдельных исполнителей с каждой стороны в течение 1970-1971 гг. Предложения о гастролях отдельных исполнителей могут быть внесены соответствующими организациями или импресарио Соединенных Штатов и концертными организациями Советского Союза.

5. В случае дополнительных взаимоприемлемых обменов и поездок в области исполнительского искусства будут применяться положения пункта 3 или пункта 4.

РАЗДЕЛ УШ

Кинематография

1. Стороны соглашаются поощрять практические меры в целях увеличения продажи и покупки кинофильмов кинопромышленности обеих стран на основе равных возможностей и взаимоприемлемых финансовых условий, а также в целях обеспечения по возможности максимально широкого проката этих фильмов. С этой целью представители кинопромышленности Соединенных Штатов, одобренные Государственным департаментом, будут вести прямые переговоры с "Совэкспортфильмом" о продаже и покупке взаимоприемлемых для Сторон фильмов в период действия настоящего Соглашения.

2. Стороны соглашаются поощрять соответствующие организации проводить на основе взаимности кинопремьеры в каждой стране из числа купленных фильмов. Может состояться обмен соответствующими делегациями для участия в этих премьерах.

3. Стороны соглашаются поощрять обмен и обеспечивать прокат документальных фильмов в области науки, культуры, техники, образования и в других областях в соответствии со списками, подлежащими согласованию между Сторонами.

4. Стороны будут продолжать изучение возможностей для создания совместных художественных, научно-популярных и учебных короткометражных и полнометражных фильмов. Содержание фильмов, а также фирмы или киностудии, принимающие участие в их производстве, будут согласованы между Сторонами.

5. Стороны соглашаются содействовать обмену делегациями творческих работников и технических специалистов.

6. Стороны по просьбе отдельных лиц или организаций своей страны соглашаются рассматривать другие предложения о фильмах и содействовать, когда имеется взаимное согласие, обмену научными, культурными, техническими и образовательными фильмами, созданными киноорганизациями или хранящимися в киномузеях и других киноучреждениях каждой страны.

РАЗДЕЛ IX

Издания, выставки, радиовещание и телевидение

Стороны соглашаются:

Издания

I. Оказывать практическое содействие успешному распространению журналов "Америка" в Советском Союзе и "Советская жизнь" в Соединенных Штатах на основе взаимности и, по мере необходимости, консультироваться в целях нахождения путей увеличения распространения указанных журналов. Стороны соглашаются распространять бесплатно непроданные номера журналов среди посетителей на взаимопроводимых выставках при условии, что номера журналов будут содержать материалы, посвященные темам выставок.

2. Поощрять обмен книгами, журналами, газетами и другими изданиями по научным, техническим, культурным и общеобразовательным вопросам между библиотеками, университетами и другими организациями каждой страны, а также по коммерческим каналам.

3. Поощрять обмены и визиты журналистов, редакторов и издателей, а также их участие в соответствующих профессиональных встречах и конференциях.

Выставки

4. Обменяться одной передвижной выставкой с каждой Стороны в течение срока действия настоящего Соглашения.

Темой американской выставки в Советском Союзе будет: "Научно-исследовательские работы в США".

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Темой советской выставки в Соединенных Штатах будет: "Народное творчество республик СССР".

5. Провести каждую выставку в шести городах до 4 недель в каждом городе. Стороны будут предварительно обсуждать характер и общее содержание каждой выставки и проводить взаимное ознакомление с указанными выставками до их официального открытия, в частности, путем взаимного обмена каталогами, проспектами и другой информацией, относящейся к выставкам. Согласованию Сторон подлежат также и другие условия проведения выставок (сроки, размеры помещения, количество сопровождающих, финансовые условия и т.д.). Договоренность по условиям проведения выставки будет достигнута не позднее 20 ноября 1970 года.

6. Оказывать содействие в осуществлении обменов экспонатами между музеями обеих Сторон.

7. Согласовывать по дипломатическим каналам другие выставки и участие в национальных выставках, которые могут состояться в каждой стране.

Радиовещание и телевидение

8. Содействовать осуществлению обменов в области радиовещания и телевидения.

9. Содействовать осуществлению обменов делегациями и отдельными лицами, занимающимися вопросами радиовещания и телевидения.

РАЗДЕЛ X

Государственные, общественные, гражданские, культурные и профессиональные обмены

1. Стороны будут оказывать всяческое содействие Членам Конгресса США и Депутатам Верховного Совета СССР, а также официальным лицам правительств обеих стран, посещающим соответственно Советский Союз и Соединенные Штаты, о чем Стороны будут договариваться заранее по дипломатическим каналам.

2. Стороны будут поощрять обмены представителями городских, местных и региональных органов власти Соединенных Штатов и Советского Союза для ознакомления с различными функциями управления на этих уровнях.

3. Стороны соглашаются поощрять организацию совместных мероприятий и обменов между соответствующими организациями, занимающимися гражданской и общественной деятельностью, включая молодежные и женские организации, признавая, что решение осуществлять такие совместные мероприятия и обмены является делом самих организаций.

4. Стороны соглашаются содействовать взаимным обменам и визитам писателей, композиторов, музыковедов, драматургов, режиссеров театров, художников, архитекторов, искусствоведов, работников музеев, специалистов в различных областях права и других лиц, занятых культурной и профессиональной деятельностью, для ознакомления с интересующими их в этих областях вопросами и для участия во встречах и симпозиумах. Стороны соглашаются информировать друг друга о предлагаемых кандидатах для поездок, а также разрабатывать для них программы достаточно заблаговременно до их прибытия.

5. Стороны отмечают, что в обеих странах могут иметь место памятные мероприятия в связи с празднованием юбилейных дат, признанных основными международными организациями.

РАЗДЕЛ XI

Спорт

I. Стороны соглашаются поощрять взаимный обмен спортсменами и спортивными командами, а также визиты специалистов в области физического воспитания и спорта.

2. Эти обмены и визиты будут согласовываться между соответствующими американскими и советскими спортивными организациями.

РАЗДЕЛ XП

Туризм

Стороны соглашаются поощрять организацию туристских поездок между странами и меры для удовлетворения запросов туристов, приезжающих индивидуально или группами, по ознакомлению с жизнью, трудом и культурой каждой страны.

РАЗДЕЛ XIII

Процедура встречи Сторон

Стороны соглашаются в течение года после подписания настоящего Соглашения провести встречу своих представителей для обсуждения хода осуществления обменов и развития программы на 1971 год.

РАЗДЕЛ XIУ

Вступление в силу

Настоящее Соглашение вступает в силу с момента его подписания и считается действительным с I января 1970 года.

В удостоверение вышеуказанного нижеподписавшиеся, должным образом уполномоченные, подписали настоящее Соглашение и приложили к нему свои печати.

Совершено в Вашингтоне 10 дня февраля месяца тысяча девятьсот семидесятого года в двух экземплярах на английском и русском языках, причем оба текста имеют одинаковую силу.

За Правительство
Соединенных Штатов Америки

[SEAL]

За Правительство
Союза Советских Социалистических Республик

[SEAL]

Приложение к Разделу УI

ОБМЕНЫ В ОБЛАСТИ ОБРАЗОВАНИЯ

Обмены выпускниками институтов, аспирантами, молодыми научными работниками и преподавателями (пункт I.а)

I. Совет по международным исследованиям и обменам (Совет) и Министерство высшего и среднего специального образования СССР (Министерство) обменяются списками участников обмена, их программами и необходимой информацией о каждом из них на предстоящий учебный год не позднее I марта. Программы обучения и стажировки должны отражать научный опыт, цели и план научной работы участников. Принимающая Сторона будет информировать другую Сторону о согласии на прием участников в возможно короткие сроки. Представители Совета и Министерства встретятся не позднее IO мая 1970 г. в СССР и IO мая 1971 г. в США для взаимной информации о приеме участников на предстоящий учебный год и для обсуждения деталей, связанных с обменом.

2. Участники, которым предстоит начать свою работу с начала учебного года, должны прибыть к 5 августа (советские участники) и к I4 августа (американские участники) в соответствующие университеты каждой страны, которые организуют курсы языковой подготовки. Участники обмена, принятые на второй семестр, должны прибыть в период с I по IO февраля. Если участник не сможет прибыть в принимающую страну в установленный срок, направляющая Сторона как можно раньше известит об этом принимающую Сторону. Новая дата его прибытия будет установлена по договоренности.

3. Просьбы о продлении срока пребывания участника, поданные в период обучения, будут рассматриваться принимающей Стороной лишь в исключительных случаях.

4. Принимающая Сторона будет нести следующие расходы: плата и взносы за обучение в университетах и других высших учебных заведениях, плата за соответствующее жилье и ежемесячная выплата стипендий по согласованию между Советом и Министерством.

Стипендия будет, как правило, выплачиваться на руки полностью. При заболевании участника обмена или несчастном случае с ним принимающая Сторона будет нести расходы по медицинскому обслуживанию, включая расходы по лечению в больнице по согласованию между двумя Сторонами. Направляющая Сторона будет нести все расходы по проезду своих участников.

5. Совет и Министерство соглашаются обеспечить жилье для супругов участников обмена в течение учебного года или осуществление ими одного посещения принимающей страны, сроком до 30 дней. Принимающая Сторона не будет нести никаких расходов по проезду или пребыванию супругов участников обменов.

Обмен преподавателями иностранного языка (пункт I.б)

6. Совет и Министерство согласуют сроки проведения курсов и обменяются списками участников, проектами программ курсов и комментариями к ним к 10 мая. Участники этих обменов могут сопровождаться одним или двумя специалистами языка (руководителями). Принимающая Сторона обеспечит участников, включая руководителей, бесплатным обучением, бесплатным жильем (общежитием), стипендией и медицинским обслуживанием по согласованию между Советом и Министерством. Стипендия будет, как правило, выплачиваться на руки полностью. Принимающая Сторона несет расходы по проезду слушателей курсов внутри страны, включая оплату проезда на экскурсию в два своих города продолжительностью до одной недели, в счет обусловленного общего срока обмена. Направляющая Сторона будет нести все расходы по международному проезду своих участников.

Обмен профессорами и преподавателями (пункт I.в)

7. Совет и Министерство обменяются списками ученых, необходимой информацией о каждом из них и программами их научной работы, предлагаемых направляющей Стороной на первый семестр - к 15 марта, на второй семестр - к 15 октября каждого года. Принимающая Сторона сообщит направляющей Стороне решение университе-

тов и других высших учебных заведений относительно приема указанных ученых в течение двух месяцев после получения вышеупомянутых документов.

8. Принимающая Сторона обеспечит участников бесплатным жильем, медицинским обслуживанием и ежемесячной стипендией по согласованию между Советом и Министерством. Направляющая Сторона будет нести все расходы по проезду своих участников. Участников могут сопровождать их супруги с малолетними детьми, в последнем случае принимающая Сторона не будет нести никаких расходов по их проезду и содержанию.

Обмен лекторами (пункт 2)

9. Обмен осуществляется по заявке высших учебных заведений обеих Сторон и на согласованных между Сторонами условиях.

Поездки представителей Сторон

10. Каждая Сторона может направлять за свой счет своих представителей в принимающую страну для ознакомления с условиями обучения и пребывания своих участников этих обменов.

Эквивалентность дипломов

11. Стороны обсудили вопрос об эквивалентности дипломов и рассмотрят возможность передачи его компетентным организациям для дальнейшего изучения.

ANNEX I

AGREEMENT ON EXCHANGE OF SCIENTISTS BETWEEN
THE NATIONAL ACADEMY OF SCIENCES OF THE USA AND
THE ACADEMY OF SCIENCES OF THE USSR
IN 1970 AND 1971

In accordance with the Agreement between the United States of America and the Union of Soviet Socialist Republics on Exchanges in the Scientific, Technical, Educational, Cultural, and Other Fields in 1970-1971, dated February 10, 1970 (Section II, Paragraph 1a), the National Academy of Sciences of the USA on the one hand and the Academy of Sciences of the USSR on the other hand, taking into account the importance of exchanges of scientists, have agreed as follows:

1. The National Academy of Sciences of the USA and the Academy of Sciences of the USSR in 1970 and 1971 will exchange 10 prominent scientists, at least half of whom shall be members of the respective Academies, for a period of up to one month each, for delivering lectures, conducting seminars, and familiarization with scientific research on various problems of science.

2. The National Academy of Sciences of the USA and the Academy of Sciences of the USSR will exchange in 1970 and 1971:

(a) scientists for a period up to one month each for familiarization with scientific research, totaling 10 scientists for each side;

(b) scientists for a period from 3 to 10 months each for the conduct of scientific research and for advanced study in scientific research institutions of the other side. The actual number of scientists will be determined by the sending Academy but the total not to exceed 30 persons, and total volume for these visits will not exceed 160 man-months.

3. The selection of the scientists described in Paragraphs 1 and 2 rests with the sending Academy. However, under Paragraph 1, the receiving Academy may suggest the names of scientists it would welcome. All visits will be undertaken subject to acceptance by the receiving Academy.

4. Scientists shall be nominated for visits under Paragraphs 1 and 2(a) at least three months prior to the proposed date of commencement of the visit. For the purpose of nomination, the sending Academy will send to the receiving Academy a data sheet for each scientist, which will include the following information: name of the scientist; education; professional employment; scientific specialization; bibliography; institutes and names of scientists in the receiving country which the scientist wants to visit; knowledge of foreign languages; titles of lectures as appropriate; and approximate date of arrival in the receiving country.

The receiving Academy shall reply to such notification within two months after its receipt. If the visit is acceptable, the receiving Academy will name the scientific institutions included in the scientist's program and confirm the proposed date of arrival or suggest an alternate date for beginning the program.

Upon arrival in the receiving country, each scientist will receive a written program for his entire visit.

5. Visits by scientists under Paragraph 2(b) shall be arranged in the following manner. At least four months in advance, the sending Academy will provide the receiving Academy with a data sheet for each nominee. The data sheet will include the information enumerated in Paragraph 4, above, omitting titles of lectures unless the scientist is prepared to deliver lectures. The data sheet will also indicate the proposed duration and dates of the visit and the nominee's choices for placement for research, together with the names of scientists in the receiving country with whom he would wish to work.

No later than three months after receipt of a nomination that Academy will respond regarding its ability to receive the nominee. For each visit that

is acceptable, the response will confirm the approximate date of arrival or suggest alternate dates, will confirm the institution where the scientist will work or offer alternate placement, and will confirm opportunities for any field trips included in the research program.

6. After receiving the consent of the receiving Academy to accept a given scientist, the sending Academy shall inform the receiving Academy of the exact date of his arrival approximately five days in advance, cabling in the language of the receiving Academy. If his arrival is greatly delayed beyond the date initially agreed upon, the receiving Academy should be so notified.

7. The exchanges which are provided for in Paragraphs 1 and 2 of the present Agreement may be expanded, reduced, or changed by agreement between the Academies.

8. In addition to the visits otherwise provided for in this Agreement, each Academy and institutions associated with it may invite individual scientists of the other country for special visits. Each Academy will make every effort to facilitate the fulfillment of such visits. The financial arrangements for such visits shall be determined separately in each case.

9. The National Academy of Sciences of the USA and the Academy of Sciences of the USSR will provide for inviting individual scientists of the other country to take part in national scientific conferences and will assist these scientists, insofar as possible, to visit scientific research institutions in their fields of interest when such visits are provided in the programs of the said scientific conferences.

10. The National Academy of Sciences of the USA and the Academy of Sciences of the USSR agree on the desirability of conducting in the USA and the USSR jointly sponsored symposia on important scientific problems.

In order to prepare such symposia there shall be created an organizational committee of representatives of both Academies in each case. The working staff shall be created by the Academy of the country in which the symposium will take place.

Each Academy shall have the right to publish the proceedings of the symposium in its own language.

11. The two Academies agreed on the desirability of conducting joint scientific research work engaging both Soviet and American scientists. The subject matter of such research and attendant arrangements will be agreed upon by both Academies in each separate instance.

12. The two Academies, confirming their readiness to explore possibilities for the continued development of scientific exchanges, agree that small delegations of the Academies, composed of Members of the National Academy of Sciences of the USA and Academicians and Corresponding Members of the Academy of Sciences of the USSR, shall meet once a year, alternately in the USSR and in the USA, to review the interacademy exchange program broadly at the policy level. The expense of each delegation will be borne by its own Academy.

Administrative Arrangements

13. All scientists making visits under the provisions of Paragraphs 1 and 2 of this Agreement shall be provided by the sending Academy with transportation to and from the main destination, which is generally Moscow or Washington, D. C.

The receiving side shall bear the expenses for transportation within the country if they are directly connected with the purpose of the visit, as provided for in Paragraphs 1 and 2 of this Agreement.

14. The receiving Academy shall provide living quarters (exclusive of meals) and medical aid to the scientists of the other country who have arrived in accordance with Paragraphs 1 and 2 of this Agreement, and also shall provide a stated allowance as separately agreed upon by the two sides.

Salaries (grants) shall be paid to the scientists by the sending side.

15. Each Academy, on a reciprocal basis, shall provide free of charge to the scientists of the other country who have arrived in accordance with Paragraph 2 of this Agreement, the opportunity to conduct scientific research in scientific institutions, libraries, and archives.

Expenses for procuring materials, apparatus, literature, photocopies, and microfilm which are essential to the fulfillment by the visiting scientist of his agreed research project shall be borne by the receiving side.

16. All expenses connected with the visits of scientists for participation in scientific congresses, conferences, meetings, and other events provided in Paragraph 9 of the present Agreement shall be borne, as a rule, by the sending Academy, if there is no agreement to the contrary.

17. All expenses for sending scientists to jointly sponsored symposia, provided for in Paragraph 10 of the present Agreement, shall be borne by the sending Academy. Expenses connected with organizing and conducting such symposia shall be borne by the receiving Academy.

18. Each Academy will facilitate the timely issuance of visas to the exchange scientists of the other country in order to assure their arrival in the host country on the dates previously agreed upon by the two Academies.

19. This Agreement will enter into force upon signature by both sides.

DONE at Washington in duplicate, in the English and Russian languages, both equally authentic, this 10th day of February, one thousand nine hundred seventy.

FOR THE NATIONAL ACADEMY OF SCIENCES OF THE USA:

Philip Handler

Philip Handler, President

FOR THE ACADEMY OF SCIENCES OF THE USSR:

M Keldysh

M. V. Keldysh, President

PROTOCOL NO. 1

of Negotiations Between the National Academy of Sciences of the USA and the Academy of Sciences of the USSR Regarding Financial Arrangements Pertaining to Exchanges in Accordance with Paragraph 14 of the Agreement on Exchange of Scientists Between the Two Academies in 1970-71.

1. The two sides have agreed that, in order to provide favorable conditions for the work of scientists participating in the exchanges, the receiving side shall pay to scientists arriving in accordance with Paragraph 1 of the Agreement a daily allowance for personal expenses of $10 in the USA and 9 rubles in the USSR, and under Paragraph 2, $5 in the USA and 4.5 rubles in the USSR.

2. This Protocol comes into effect simultaneously with the Agreement.

DONE at Washington in duplicate, in the English and Russian Languages, both equally authentic, on this 10th day of February, one thousand nine hundred seventy.

For the National Academy of Sciences of the USA

Philip Handler
President

For the Academy of Sciences of the USSR

M. V. Keldysh
President

Приложение № I

СОГЛАШЕНИЕ

об обмене учеными между Национальной Академией наук США и Академией наук СССР в 1970-1971 гг.

В соответствии с Соглашением между Соединенными Штатами Америки и Союзом Советских Социалистических Республик об обменах в области науки, техники, образования, культуры и в других областях в 1970-1971 годах от 10.II.1970 г. (Раздел II, § I.а) Национальная академия наук США, с одной стороны, и Академия наук СССР, с другой стороны, оценивая должным образом значение обменов учеными, договорились о нижеследующем:

I. Национальная академия наук США и Академия наук СССР в 1970 и 1971 годах обменяются десятью видными учеными, из которых по крайней мере половина является членами соответствующих Академий, сроком до одного месяца каждый, для чтения лекций, проведения семинаров и ознакомления с научно-исследовательскими работами по различным проблемам науки.

2. Национальная академия наук США и Академия наук СССР в 1970 и 1971 годах обменяются:

а) учеными сроком до одного месяца каждый для ознакомления с научными учреждениями по 10 человек с каждой стороны;

б) учеными сроком от 3 до 10 месяцев каждый для проведения научных исследований и специализации в научно-исследовательских учреждениях другой стороны. Фактическое число ученых будет определяться направляющей Академией. Но общее число ученых не превысит 30 человек. Общий объем обменов не будет превосходить 160 человеко-месяцев для каждой Стороны.

3. Выбор ученых, указанных в §§ I и 2 производится направляющей Академией. Однако принимающая Академия в соответствии с § I может предлагать фамилии кандидатов, которых она хотела бы видеть у себя. Обеспечение всех поездок в зависимости от их приемлемости, будет производиться принимающей Академией.

4. Кандидатуры ученых для поездок в рамках № I и § 2 (а) будут представляться по крайней мере за три месяца до предлагаемой даты начала визита. При назначении кандидатов для поездки направляющая Академия представляет принимающей Академии анкету на каждого ученого, в которой указываются: фамилия ученого, образование, место работы, научная специализация, библиографические данные, институты и имена ученых в принимающей стране, которые ученый желает посетить, знание иностранных языков, темы соответствующих лекций и приблизительная дата прибытия в принимающую страну.

Принимающая Академия дает ответ на это представление в течение двух месяцев по его получении. В случае приемлемости поездки, принимающая Академия сообщит наименование институтов, включенных в программу ученого и подтвердит предложенную дату прибытия, или предложит другую дату начала программы.

По прибытии в принимающую страну каждый ученый получит программу всей его поездки в письменной форме.

5. Поездки ученых в рамках § 2 (б) будут осуществляться следующим образом. Направляющая Академия представляет принимающей Академии анкету на каждую кандидатуру ученого по крайней мере за четыре месяца. В анкете указываются те же сведения, что и по § 4, за исключением тем лекций, если ученый не намерен с ними выступать. В каждой анкете будет также отмечаться предлагаемая продолжительность и сроки визита и желание ученого, где он предполагает проводить работу, а также фамилии ученых в принимающей стране, с которыми он желал бы работать.

Не позднее, чем через три месяца после получения представлений, Академия дает ответ в соответствии с ее возможностями принять рекомендованного ученого. В отношении каждой приемлемой

поездки в ответе должна подтверждаться приблизительная дата прибытия или указываться альтернативные даты, подтверждаться Институт для проведения работы ученым или предлагаться альтернативное место размещения, а также подтверждаться возможности любых поездок по стране, включенных в программу исследовательской работы.

6. По получении согласия от принимающей Академии принять данного ученого направляющая Академия примерно за 5 дней информирует принимающую Академию о точной дате его прибытия телеграммой на языке ее страны. Если его прибытие существенно задерживается по сравнению с предварительно согласованной датой, принимающая Академия должна быть об этом информирована.

7. Обмены, предусмотренные в §§ I и 2 данного Соглашения, могут быть расширены, сокращены или изменены по договоренности между Академиями.

8. В дополнение к поездкам, предусмотренным настоящим Соглашением, каждая Академия и связанные с ней институты, могут приглашать отдельных ученых другой страны для специальных визитов. Каждая Академия приложит все усилия к тому, чтобы содействовать осуществлению таких визитов. Финансовые вопросы, связанные с указанными визитами, решаются в каждом случае отдельно.

9. Национальная академия наук США и Академия наук СССР будут обеспечивать приглашение отдельных ученых другой страны участвовать в национальных научных конференциях и способствовать этим ученым, насколько это возможно, в посещении научно-исследовательских институтов по их специальности, когда такие посещения предусмотрены программами указанных научных конференций.

IO. Национальная академия наук США и Академия наук СССР договорились о желательности проведения в США и СССР совместно созываемых симпозиумов по актуальным научным проблемам.

Для подготовки таких симпозиумов в каждом случае создается оргкомитет из представителей обеих Академий. Рабочий аппарат создается Академией той страны, в которой намечено проведение симпозиума.

Каждая Академия имеет право издавать труды симпозиума на своем языке.

II. Обе Академии договорились о желательности проведения совместных научно-исследовательских работ, в которых будут заняты как американские, так и советские ученые.

Тематика и условия проведения таких работ будут согласовываться обеими Академиями в каждом отдельном случае.

I2. Обе Академии, подтверждая свою готовность изучать возможности дальнейшего развития научных обменов, договорились о том, что небольшие делегации Академий, состоящие из членов Национальной академии наук США и академиков и членов-корреспондентов Академии наук СССР, будут встречаться раз в год поочередно в США и СССР для обсуждения в широком плане направлений обменов между Академиями. Расходы по поездке каждой делегации будет нести направляющая Академия.

Административные вопросы

I3. Транспортные расходы всех ученых, командируемых в соответствии с §§ I и 2 настоящего Соглашения, будет нести направляющая Академия до пункта главного назначения и обратно, которыми, как правило, будут являться Вашингтон и Москва.

Принимающая Сторона несет расходы по поездкам внутри страны, если они непосредственно связаны с целью визита, предусмотренного в §§ I и 2 настоящего Соглашения.

I4. Принимающая Академия обеспечивает оплату жилья (питание не включается) и медицинской помощи ученым другой страны, прибывшим в соответствии с §§ I и 2 настоящего Соглашения, а также выдает определенную сумму денег в соответствии с отдельной договоренностью между двумя Сторонами.

Заработная плата (стипендия) ученым выплачивается направляющей Стороной.

I5. Каждая Академия на основе взаимности безвозмездно представляет ученым другой страны, прибывшим в соответствии с § 2 настоящего Соглашения, возможность проводить научно-исследовательскую работу в научных учреждениях, библиотеках и архивах.

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Расходы по предоставлению материалов, приборов, литературы, фотокопий и микрофильмов, которые необходимы для выполнения командированным ученым согласованной программы работы, несет принимающая Сторона.

16. Все расходы, связанные с командировками ученых для участия в научных съездах, конференциях, совещаниях и других мероприятиях, предусмотренных § 9 настоящего Соглашения, несет, как правило, направляющая Академия, если не будет иной договоренности.

17. Все расходы, связанные с командировками ученых на совместно организованные симпозиумы, предусмотренные § 10 настоящего Соглашения, несет направляющая Академия. Расходы, связанные с подготовкой и проведением таких симпозиумов, несет принимающая Академия.

18. Каждая Академия будет содействовать своевременному получению виз участниками обмена другой страны для того, чтобы обеспечить их приезд в принимающую страну во время, ранее согласованное между двумя Академиями.

19. Данное Соглашение вступит в силу с момента его подписания обеими Сторонами.

Совершено в Вашингтоне в двух экземплярах на английском и русском языках, каждый из которых в равной степени аутентичен, сего 10 дня февраля месяца тысяча девятьсот семидесятого года.

За Национальную Академию наук США
Филип Хэндлер
Президент

За Академию наук СССР
М.В.Келдыш
Президент

ПРОТОКОЛ № I

переговоров между Национальной академией наук США и Академией наук СССР о финансовых условиях обменов в соответствии с § I4 Соглашения об обмене учеными между Академиями в I970-I97I гг.

I. Обе Стороны договорились, что в целях создания ученым, участвующим в обмене, благоприятных условий для работы, принимающая Сторона будет выплачивать ежедневно дополнительно на личные расходы ученым, приезжающим по § I Соглашения, I0 долларов в США и 9 рублей в СССР, а по § 2 - 5 долларов в США и 4,5 рубля в СССР.

2. Настоящий Протокол вступает в силу одновременно с Соглашением.

Совершен в Вашингтоне в двух экземплярах на английском и русском языках, каждый из которых в равной степени аутентичен, сего I0 дня февраля месяца тысяча девятьсот семидесятого года.

За Национальную академию наук США

Филип Хэндлер
Президент

За Академию наук СССР

М.В.Келдыш
Президент

ANNEX NO. II

AGREEMENT ON EXCHANGE OF SCHOLARS BETWEEN
THE AMERICAN COUNCIL OF LEARNED SOCIETIES
AND THE ACADEMY OF SCIENCES OF THE U.S.S.R.
FOR 1970 AND 1971

In accordance with the Agreement between the United States of America and the Union of Soviet Socialist Republics on Exchanges in the Scientific, Technical, Educational, Cultural and Other Fields in 1970-1971, dated February 10, 1970 (Section II, 1-b), the American Council of Learned Societies on the one hand, and the Academy of Sciences of the U.S.S.R. on the other hand, attaching due significance to the exchange of scholars, have agreed as follows:

1. The American Council of Learned Societies and the Academy of Sciences of the U.S.S.R. will exchange twelve (12) scholars for periods of three to ten (3-10) months each in 1970 and 1971 for the purpose of becoming acquainted with scholarly research in the fields of the humanities and social sciences, as well as for conducting research work in the scholarly institutions of the other side, for a total period of not exceeding fifty-five (55) man-months.

The sending side shall recommend the candidacies of the scholars and the subjects of their work and the receiving side shall provide the working place and the necessary conditions for carrying on their research in appropriate scholarly institutions.

2. Visits by scholars under Paragraph 1 shall be arranged in the following manner. At least four months in advance, the Council or the Academy will provide to the other party a data sheet for each nominee for a visit. The data sheet will include the following information: name of scholar; education; professional employment; scholarly specialization; bibliography; institutions and scholars in the receiving country which the scholar wants to visit; knowledge of foreign languages; title of lectures as appropriate; and approximate

date of arrival in the receiving country. Each data sheet will also indicate the proposed duration and dates of the visit and the nominee's choice for placement for research together with the names of scholars in the receiving country with whom he would wish to work.

No later than three months after receipt of the nomination the Council or the Academy will respond regarding its ability to receive the nominee. For each visit that is acceptable, the response will confirm the approximate date of arrival or suggest alternate dates, will confirm the institution where the scholar will work or offer alternate placement, and will confirm opportunities for any field trips included in the research project.

3. The sending side shall inform the receiving side of the date and means of arrival of the scholar being exchanged under Paragraph 1 above not less than five (5) days in advance.

4. In addition to the visits otherwise provided for in this Agreement, the Council and the Academy and institutions associated with them may invite individual scholars of the other country for special visits. The Council and the Academy will make every effort to facilitate the fulfillment of such visits. The financial arrangements for such visits shall be determined separately in each case.

5. The exchange of scholars provided for in this Agreement does not exclude supplementary expansion, abridgement, or alteration of the exchanges by agreement between the American Council of Learned Societies and the Academy of Sciences of the U.S.S.R.

6. The American Council of Learned Societies and the Academy of Sciences of the U.S.S.R. agree on the desirability of conducting, in the United States and in the Soviet Union, joint symposia on significant scholarly problems in specialized fields in the humanities and the social sciences.

An organizing committee consisting of representatives of both sides shall be created for preparing such symposia. A working staff shall be established

by the Council or the Academy of the country in which the symposium is to be held.

Expenses incurred in sending scholars to joint symposia shall be defrayed by the sending side. All expenses connected with preparing and conducting joint symposia shall be defrayed by the receiving side.

The Council and the Academy shall each have the right to publish the proceedings of the symposia in its own language.

7. The American Council of Learned Societies and the Academy of Sciences of the U.S.S.R. agree mutually to facilitate the establishment of relations with scholarly institutions and organizations, archives and libraries of the other side, whose work is connected with them, as well as to develop exchanges of scholarly publications.

8. The sending side shall bear the expenses of the travel of its scholars to and from the principal destination.

The receiving side shall bear the expenses of travel within the country, if it is directly connected with the object of stay as provided for by Paragraph 1 of this Agreement.

9. The receiving side shall pay the expenses of lodging and medical aid to the other side's scholars who have arrived in accordance with Paragraph 1 of this Agreement, and also shall pay a certain sum of money for personal expenses as separately agreed upon by the two sides.

The salaries (stipends) of scholars shall be paid by the sending side.

10. The American Council of Learned Societies and the Academy of Sciences of the U.S.S.R. shall give, free of charge, to the scholars of the other side who have arrive in accordance with this Agreement, the opportunity to carry on research in scholarly institutions, libraries, and archives.

11. The receiving side shall facilitate the acquisition by the visiting scholars of materials, literature, photocopies, microfilms, and so on, within the limits of the work program agreed on, and shall bear the expense of acquisitions.

12. Each side will facilitate the timely issuance of visas to exchange scholars from the other country in order to assure their arrival in the host country on the dates previously agreed upon by the two sides, and also facilitate issuance of visas for the entire time of the research visit agreed on by both sides.

13. The provisions of this Agreement may be partially altered by the mutual consent of the American Council of Learned Societies and the Academy of Sciences of the U.S.S.R.

14. This Agreement will enter into force upon signature.

DONE at Washington in duplicate, in the English and Russian languages, both equally authentic, this 10th day of February, one thousand nine hundred seventy.

FOR THE AMERICAN COUNCIL
OF LEARNED SOCIETIES

Frederick Burkhardt

Frederick Burkhardt
President

FOR THE ACADEMY OF SCIENCES
OF THE U.S.S.R.

M. Keldysh

M. V. Keldysh
President

PROTOCOL NO. 1

of the negotiations between the American Council of Learned Societies and the Academy of Sciences of the U.S.S.R. regarding financial arrangements pertaining to exchanges in accordance with Paragraph 9 of the Agreement on Exchanges of Scholars between the Council and the Academy in 1970-1971

1. The two Parties have agreed that, for the purpose of creating favorable conditions for the work of the scholars participating in the exchange, the receiving side will pay the scholars arriving under paragraph 1 of the Agreement an additional amount for personal expenses of 5 dollars a day in the U.S.A. and 4.5 rubles a day in the U.S.S.R.

2. This Protocol shall enter into force at the same time as the Agreement.

DONE at Washington, in duplicate, in the English and Russian languages, both equally authentic, this 10th day of February, one thousand nine hundred seventy.

For the American Council of Learned Societies

Frederick Burkhardt
President

For the Academy of Sciences of the U.S.S.R.

M. V. Keldysh
President

Приложение № 2

СОГЛАШЕНИЕ

об обмене учеными между Американским советом познавательных обществ и Академией наук СССР в 1970 и 1971 годах

В соответствии с Соглашением между Соединенными Штатами Америки и Союзом Советских Социалистических Республик об обменах в области науки, техники, образования, культуры и в других областях в 1970-1971 годах от 10.II.1970 г. (Раздел II, § I.б)

Американский совет познавательных обществ, с одной стороны, и Академия наук СССР, с другой стороны, оценивая должным образом значение обменов учеными, договорились о нижеследующем:

1. Американский совет познавательных обществ и Академия наук СССР обменяются в 1970 и 1971 гг. по двенадцати ученых на срок от трех до десяти месяцев каждый для ознакомления с научными исследованиями в области гуманитарных и общественных наук, а также для проведения научно-исследовательских работ в научных учреждениях другой Стороны общим объемом до 55 человеко-месяцев.

Направляющая Сторона рекомендует кандидатуры научных работников и темы их работы, принимающая Сторона обеспечивает рабочее место и необходимые условия для проведения научных работ в соответствующих научных учреждениях.

2. Поездки ученых в рамках § I будут осуществляться следующим образом. Совет или Академия наук представляет другой Стороне анкету на каждую кандидатуру ученого по каждой поездке по крайней мере за четыре месяца. В анкете указываются следующие сведения: фамилия ученого, образование, место работы, научная специализация, библиографические данные, институты и имена ученых в принимающей стране, которые ученый желает посетить, знание иностранных языков, темы соответствующих лекций и приблизительная дата прибытия в принимающую страну. Кроме того, в каждой

анкете должны указываться предполагаемые продолжительность и сроки визита и желание ученого, где он предполагает проводить работу, а также фамилии ученых в принимающей стране, с которыми он желал бы работать.

Не позднее, чем через три месяца после получения представлений, Совет или Академия наук дадут ответ в соответствии с их возможностями принять рекомендованного ученого. В отношении каждой приемлемой поездки в ответе должны подтверждаться приблизительная дата прибытия или указываться альтернативные даты, подтверждаться основной институт для проведения работы ученых, или предлагаться альтернативное место размещения, а также подтверждаться возможности любых поездок по стране, включенных в проект исследовательской работы.

3. Направляющая Сторона информирует принимающую Сторону о дате и способе прибытия ученого, участвующего в обмене в соответствии с § I настоящего Соглашения не менее чем за пять (5) дней.

4. В дополнение к поездкам, предусмотренным настоящим Соглашением, Совет и Академия наук и связанные с ними институты могут приглашать отдельных ученых другой страны для специальных визитов. Совет и Академия наук приложат все усилия для того, чтобы содействовать осуществлению таких визитов. Финансовые вопросы, связанные с указанными визитами, решаются в каждом случае отдельно.

5. Обмен учеными, предусмотренный настоящим Соглашением, не исключает дополнительного увеличения, сокращения или изменения обменов по договоренности между Американским советом познавательных обществ и Академией наук СССР.

6. Американский совет познавательных обществ и Академия наук СССР соглашаются о желательности проведения в Соединенных Штатах и в Советском Союзе совместных симпозиумов по актуальным научным проблемам в специальных областях гуманитарных и общественных наук.

Для подготовки таких симпозиумов создается организационный комитет, состоящий из представителей обеих Сторон. Рабочий аппа-

рат будет создаваться Советом или Академией в зависимости от того, в какой стране намечено проведение симпозиума.

Расходы, связанные с командировкой ученых на совместные симпозиумы, будет нести направляющая Сторона. Все расходы, связанные с подготовкой и проведением совместных симпозиумов, будет нести принимающая Сторона.

Совет и Академия имеют право издавать труды симпозиума на своем языке.

7. Американский совет познавательных обществ и Академия наук СССР соглашаются взаимно оказывать содействие в установлении связей с научными учреждениями и организациями, архивами и библиотеками другой Стороны, работа которых связана с ними, а также развивать обмен научными изданиями.

8. Направляющая Сторона несет расходы по проезду своих ученых до основного места назначения и обратно.

Принимающая Сторона несет расходы по поездкам внутри страны, если они непосредственно связаны с целью пребывания, предусмотренной § I настоящего Соглашения.

9. Принимающая Сторона оплачивает ученым другой Стороны, прибывшим в соответствии с § I настоящего Соглашения, расходы по жилью и медицинской помощи, а также выдает определенную сумму денег на личные расходы в соответствии с отдельной договоренностью между двумя Сторонами.

Заработная плата (стипендия) ученым выплачивается направляющей Стороной.

IO. Американский Совет познавательных обществ и Академия наук СССР безвозмездно предоставляют возможность ученым другой Стороны, прибывшим в соответствии с настоящим Соглашением, проводить научно-исследовательскую работу в научных учреждениях, библиотеках и архивах.

II. Принимающая Сторона будет содействовать приобретению материалов, литературы, фотокопий, микрофильмов и т.п. для командированных ученых в пределах согласованной программы работ и нести связанные с этим расходы.

12. Каждая Сторона будет содействовать своевременной выдаче виз участникам обмена, являющимся представителями другой страны для того, чтобы обеспечить их приезд в принимающую страну во время, ранее согласованное между двумя Сторонами, а также содействовать выдаче виз на весь согласованный между Сторонами срок научной командировки.

13. Положения настоящего Соглашения могут быть частично изменены по договоренности между Американским советом познавательных обществ и Академией наук СССР.

14. Настоящее Соглашение вступает в силу с момента его подписания.

Совершено в Вашингтоне в двух экземплярах на английском и русском языках, каждый из которых в равной степени аутентичен, сего 10 дня февраля месяца тысяча девятьсот семидесятого года.

За Американских совет
познавательных обществ

Frederick Burkhardt

Фредерик Буркхард
Президент

За Академию наук СССР

М. Келдыш

М.В.Келдыш
Президент

ПРОТОКОЛ № I

переговоров между Американским советом познавательных обществ и Академией наук СССР о финансовых условиях обмена в соответствии с § 9 Соглашения об обмене учеными между Советом и Академией в 1970-1971 гг.

I. Обе Стороны договорились, что в целях создания ученым, участвующим в обмене, благоприятных условий для работы, принимающая Сторона будет выплачивать ежедневно дополнительно на личные расходы ученым, приезжающим по § I Соглашения, соответственно 5 долларов в США и 4,5 рубля в СССР.

2. Настоящий Протокол вступает в силу одновременно с Соглашением.

Совершен в Вашингтоне в двух экземплярах на английском и русском языках, каждый из которых в равной степени аутентичен, сего 10 дня февраля месяца тысяча девятьсот семидесятого года.

За Американский совет познавательных обществ

Фредерик Буркхард
Президент

За Академию наук СССР

М.В.Келдыш
Президент

ANNEX NO. III

MEMORANDUM

on cooperation in the peaceful uses of atomic energy between the U.S. Atomic Energy Commission and the USSR State Committee for the Utilization of Atomic Energy pursuant to the Agreement between the United States of America and the Union of Soviet Socialist Republics on exchanges in the scientific, technical, educational, cultural, and other fields in 1970-1971.

The U.S. Atomic Energy Commission and the USSR State Committee for the Utilization of Atomic Energy;

Bearing in mind the cooperation implemented to date in the field of peaceful uses of atomic energy;

Recalling Section II (1)(c.) of the Agreement between the USA and the USSR on exchanges in the scientific, technical, educational, cultural, and other fields in 1970-1971, signed at Washington on February 10, 1970;

Have agreed upon the following arrangements and procedures for carrying out reciprocal exchanges in the course of 1970-1971;

I. Exchange of Delegations

For the purpose of studying scientific and technical achievements in the peaceful uses of atomic energy in the USA and the USSR, the Parties agree to conduct exchanges of delegations to visit scientific establishments in the USA and the USSR on an agreed and reciprocal basis in the following fields:

1. Design and utilization of charged-particle accelerators, and also the fabrication of equipment for experimental work in accelerators.

2. Controlled thermonuclear reactions and plasma physics.

3. Nuclear reactors and atomic power stations.

4. Radiation chemistry.

5. Industrial process radiation.

6. Radiation processed foods.

The delegation exchanges indicated above, as well as additional exchanges of delegations which may be agreed upon in these and other fields of peaceful uses of atomic energy, shall be carried out in accordance with the following procedures:

a. The specific dates and durations of visits, composition of delegations, list of facilities to be visited, as well as the scope of each exchange, shall be agreed upon between the Parties. Each delegation may consist of up to ten (10) persons and the length of each visit will be from 10 to 20 days.

b. The sending Party will provide the names and positions of its delegation members as well as the scope of its scientific and technical interests not later than thirty days before the delegation's arrival.

c. This Memorandum should not be construed to cover principles and conditions governing the participation of scientists and specialists of both countries in conferences (symposia) organized in the USA and the USSR.

II. Exchange of Specialist Visits

For the purpose of more intensive study of achievements in areas of specialized interest, the Parties agree to conduct exchanges of visits by small groups of specialists (not more than three persons) on an agreed and reciprocal basis in fields listed in Section I of this Memorandum.

Each Party may propose specific reciprocal exchanges for periods up to two weeks; in each case such a proposal shall be made at least three months prior to the contemplated date of the visit. Each proposal shall identify the subject of the exchange, the names and places of work of the members of the group, the proposed date of arrival, and the installations of the proposing Party where visiting scientists from the other Party could be received in return. The receiving Party shall reply within six weeks of receipt of a proposal. If the receiving Party accepts the proposal, it shall confirm the proposed date of arrival or suggest an alternate date. The receiving Party shall also name the installations to be visited in the receiving country, the members and places of

work of the return group, and the date for the return visit. The proposing Party will confirm acceptance of this reply within three weeks so that visas may be applied for 20 days in advance of the departure of the scientists concerned.

III. Exchange of Research Specialists

The Parties agree to exchange 2-3 research specialists for terms of not over one year in each of the following fields:

1. Controlled thermonuclear reactions and plasma physics.
2. Particle and nuclear physics.

The dates and durations of visits under this section shall be determined by agreement of the Parties.

IV. Visits by Invitation

The Parties agree to the exchange of specialists in the field of high energy physics under arrangements whereby a director of one of the below-named institutions conducting research in this field in one country may invite scientists from the other country to visit his institution without requiring a formal exchange of letters between the Parties and without the need to identify specific reciprocity in advance. However, the Parties agree that over the next several years comparable opportunities will be provided in order to balance the visits made by scientists of each country.

In this exchange the following United States institutions will participate: the Argonne National Laboratory, Brookhaven National Laboratory, Lawrence Radiation Laboratory (Berkeley), Stanford Linear Accelerator Center, Princeton-Pennsylvania Accelerator, the Cambridge Electron Accelerator, and the National Accelerator Laboratory.

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In this exchange the following Soviet institutions will participate: the Institute of Theoretical and Experimental Physics (Moscow), the Institute of High Energy Physics (Serpukhov), the Physico-Technical Institute of the Ukrainian Academy of Sciences (Kharkov), the Yerevan Institute of Physics of the USSR State Committee for the Utilization of Atomic Energy (Yerevan), and the Institute for Nuclear Physics of the Siberian Section of the USSR Accademy of Sciences (Novosibirsk).

Each Party, by specific designation, may enlarge the list of its institutions participating in this program.

The dates and durations of visits shall be determined by the terms of the invitations.

V. Exchange of Information

The Parties agree to exchange scientific information on a reciprocal basis by means of sending unclassified documents (technical reports, books, monographs, preprints, doctoral dissertations and dissertations for the degree of candidate of science) on current work in the fields designated in Section I of this Memorandum, of the Memorandum of May 21, 1963, or of the Memorandum of July 29, 1968. Each Party will provide the other with ten (10) new documents (two copies each) each month and may, by agreement, increase the number of documents to be exchanged.

Each Party agrees to provide additional unclassified documents in the fields indicated in the paragraph above, upon the request of the other Party. Each Party may request up to five documents per month. Should a requested document be out of print, a microfilm or facsimile copy will be provided.

In order that the International Atomic Energy Agency and its members may fully benefit from this cooperation, the reports and other documents which the Parties to this agreement will exchange will also be transmitted to the Agency.

VI. Joint Projects

The Parties agree to conduct joint projects in high energy physics at installations of the Parties under terms and conditions -- including sites, programs, terms of scientific and technical research, and responsibilities and relations of the Parties -- which shall be defined in a special protocol between the U.S. Atomic Energy Commission and the USSR State Committee for the Utilization of Atomic Energy.

VII. General

The U.S. Atomic Energy Commission and the USSR State Committee on the Utilization of Atomic Energy may, from time to time, come to agreement on additional proposals.

Representatives of one Party will visit the other country approximately one year after the signing of this Memorandum to meet with respresentatives of the other Party in order to review the progress of exchanges during the first year and to arrange the program of exchanges for the second year of the Memorandum.

VIII. Administrative

In exchanges pursuant to this Memorandum, the sending Party will pay the subsistence, lodging, transportation and other expenses of its participants. The receiving Party

will arrange lodging and transportation. The receiving Party will provide free local transportation, necessary interpreters, and emergency medical assistance for visitors under Sections I and II. The receiving Party may, by specific agreement, provide free lodging for visitors under Sections III and IV. The terms and conditions of activities under Section VI will be governed by the agreement of the Parties in each case.

This Memorandum shall enter into force on the date of its signature and shall continue in force for the years 1970-1971.

DONE at Washington in duplicate, in the English and Russian languages, both equally authentic, this 10th day of February one thousand nine hundred seventy.

FOR THE U.S. ATOMIC ENERGY COMMISSION:

Glenn T. Seaborg [1]

FOR THE USSR STATE COMMITTEE ON THE UTILIZATION OF ATOMIC ENERGY:

А. Петросянц [2]

[1] Glenn T. Seaborg.
[2] A. M. Petrosyants.

Приложение № 3

МЕМОРАНДУМ

о сотрудничестве в области мирного использования атомной энергии между Комиссией по атомной энергии США и Государственным комитетом по использованию атомной энергии СССР к Соглашению между Соединенными Штатами Америки и Союзом Советских Социалистических Республик об обменах в области науки, техники, образования, культуры и в других областях на 1970-1971 гг.

Комиссия по атомной энергии США и Государственный комитет по использованию атомной энергии СССР,

Имея в виду осуществлявшееся до сих пор сотрудничество в области использования атомной энергии в мирных целях;

Основываясь на Разделе II /I/ /в/ Соглашения между США и СССР об обменах в области науки, техники, образования, культуры и в других областях на 1970-1971 гг., подписанного в Вашингтоне 10 февраля 1970 года;

Пришли к соглашению о следующих мероприятиях и процедуре осуществления взаимных обменов в течение 1970-1971 годов:

I. Обмен делегациями

В целях ознакомления с научными и техническими достижениями в области мирного использования атомной энергии в США и СССР Стороны соглашаются проводить обмены делегациями для посещения научных учреждений в США и СССР на согласованной и взаимной основе в следующих областях:

1. Проектирование и использование ускорителей заряженных частиц, а также изготовление оборудования для экспериментальных работ на ускорителях.

2. Управляемые термоядерные реакции и физика плазмы.

3. Ядерные реакторы и атомные электростанции.

4. Радиационная химия.

5. Промышленные радиационные процессы.

6. Облучение пищевых продуктов.

Вышеуказанные обмены делегациями, так же как и дополнительные обмены делегациями, которые могут быть согласованы в этих и других областях мирного использования атомной энергии, будут проводиться в соответствии со следующими положениями:

а) Конкретные даты и продолжительность визитов, состав делегаций, список посещаемых организаций, а также область каждого обмена будут согласовываться между Сторонами. Каждая делегация может включать до десяти (10) человек и продолжительность каждого визита будет составлять от 10 до 20 дней;

б) Посылающая делегацию Сторона сообщает фамилии и занимаемые должности членов своей делегации, а также круг ее научных и технических интересов не менее, чем за тридцать дней до прибытия делегации;

в) Настоящий Меморандум не должен истолковываться так, что он предусматривает принципы и условия, регулирующие участие ученых и специалистов обеих стран в конференциях (симпозиумах), организуемых в США и СССР.

II. Обмен визитами специалистов

В целях более глубокого ознакомления с достижениями в областях, представляющих особый интерес, Стороны соглашаются проводить обмены визитами небольших групп специалистов (не более трех человек) на согласованной и взаимной основе в областях, перечисленных в Разделе I настоящего Меморандума.

Каждая Сторона может предложить конкретные взаимные обмены продолжительностью до двух недель; в каждом случае такое предложение должно делаться по крайней мере за три месяца до предполагаемой даты визита. В каждом предложении необходимо указать предмет обмена, фамилии и места работы членов группы, предлагаемую дату прибытия и объекты, на которых вносящая предложение Сторона, может принять в качестве ответного визита ученых другой Стороны. Принимающая Сторона должна дать ответ не позднее, чем через шесть недель после получения предложения.

Если принимающая Сторона принимает предложение, то она подтверждает предлагаемую дату приезда или предлагает другую дату. Принимающая Сторона также указывает объекты для посещения в принимающей стране, фамилии и места работы членов ответной группы и дату ответного визита. Предлагающая Сторона подтвердит свое согласие с этим ответом в течение трех недель с тем, чтобы можно было заблаговременно за 20 дней до отъезда соответствующих ученых подать заявки на визы.

Ш. Обмен специалистами в области исследований

Стороны соглашаются осуществить обмен 2-3 специалистами-исследователями сроком не более одного года в каждой из следующих областей:

I. Управляемые термоядерные реакции и физика плазмы.

2. Физика элементарных частиц и ядерная физика.

Даты и продолжительность визитов, предусмотренных этим разделом, будут устанавливаться по договоренности между Сторонами.

IУ. Визиты по приглашениям

Стороны соглашаются осуществлять обмен специалистами в области физики высоких энергий на условиях, когда директор одной из нижеследующих организаций одной страны, проводящих исследования в этой области, может пригласить ученых из другой страны посетить его организацию без необходимости официального обмена письмами между Сторонами и без необходимости предварительного указания ответного визита. Однако Стороны соглашаются, что в течение ближайших нескольких лет будут предоставлены равноценные возможности для визитов, чтобы сбалансировать визиты, сделанные учеными каждой страны.

В этом обмене будут участвовать следующие организации Соединенных Штатов - Аргоннская национальная лаборатория, Брукхейвенская национальная лаборатория, Радиационная лаборатория им. Лоуренса (Беркли), Центр Стенфордского линейного ускорителя, Ускоритель Принстон-Пенсильвания, Кембриджский электронный ускоритель и Национальная ускорительная лаборатория.

В этом обмене будут участвовать следующие советские организации - Институт теоретической и экспериментальной физики (г. Москва), Институт физики высоких энергий (г.Серпухов); Физико-технический институт Академии наук Украинской ССР (г.Харьков), Ереванский физический институт Государственного комитета по использованию атомной энергии СССР (г.Ереван) и Институт ядерной физики Сибирского отделения Академии наук СССР (г.Новосибирск).

Каждая Сторона путем отдельного уведомления может расширить список своих организаций, участвующих в этой программе.

Даты и продолжительность визитов будут определяться условиями приглашений.

У. Обмен информацией

Стороны соглашаются обмениваться научной информацией на взаимной основе путем направления несекретных материалов (технических отчетов и докладов, книг, монографий, препринтов и докторских диссертаций и диссертаций на степень кандидата наук) по текущим работам в областях, указанных в Разделе I. настоящего Меморандума, Меморандума от 2I мая I963 г. или Меморандума от 29 июля I968 г. Каждая Сторона передает другой Стороне ежемесячно десять (I0) новых документов (каждый в 2-х экземплярах)и может по соглашению увеличить количество документов, подлежащих обмену.

Каждая Сторона соглашается передать дополнительные несекретные документы, относящиеся к областям, указанным в предыдущем параграфе, по просьбе другой Стороны. Каждая Сторона может просить до 5 документов в месяц. В случае отсутствия печатных экземпляров этого документа, будет передаваться микрофильм или факсимиле.

Для того, чтобы Международное агентство по атомной энергии и его члены могли в полной мере извлечь пользу из настоящего сотрудничества, Агентству будут передаваться отчеты, доклады и другие документы, которыми будут обмениваться договаривающиеся Стороны.

УI. Проведение совместных работ

Стороны соглашаются проводить совместные работы в области физики высоких энергий на установках Сторон на условиях,-включающих места, программу и условия научно-технических исследований, обязанности и взаимоотношения Сторон,-которые будут определены в специальном Протоколе, заключенном между Комиссией по атомной энергии США и Государственным комитетом по использованию атомной энергии СССР.

УП. Общие положения

Между Комиссией по атомной энергии США и Государственным комитетом по использованию атомной энергии СССР время от времени могут согласовываться дополнительные предложения.

Представители одной Стороны приедут в другую страну приблизительно через год после подписания настоящего Меморандума для встречи с представителями другой Стороны, чтобы рассмотреть осуществление обменов в течение первого года и для согласования программы обменов на второй год действия Меморандума.

УШ. Административные положения

При осуществлении обменов в соответствии с настоящим Меморандумом посылающая Сторона оплачивает суточные, квартирные, транспортные и другие расходы своих участников. Принимающая Сторона обеспечит организацию размещения в гостиницах и поездок. Принимающая Сторона предоставляет бесплатно местный транспорт, необходимых переводчиков, крайне необходимую медицинскую помощь для членов делегаций, прибывающих в соответствии с Разделами I и П. Принимающая Сторона может по особой договоренности предоставлять бесплатное жилье для лиц, прибывающих в соответствии с Разделами Ш и IУ. Сроки и условия сотрудничества в соответствии с разделом УI будут определяться путем соглашения Сторон в каждом отдельном случае.

x x
x

Настоящий Меморандум вступает в силу со дня его подписания и будет иметь силу в течение 1970-1971 гг.

Совершено в Вашингтоне десятого дня февраля месяца тысяча девятьсот семидесятого года в двух подлинных экземплярах, каждый на английском и русском языках, оба текста аутентичны и имеют одинаковую силу.

За Комиссию по атомной энергии США

За Государственный комитет по использованию атомной энергии СССР

TIAS 6878

CANADA

Reciprocal Fishing Privileges

Agreement signed at Ottawa April 24, 1970;
Entered into force April 24, 1970.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF CANADA ON RECIPROCAL FISHING PRIVILEGES IN CERTAIN AREAS OFF THEIR COASTS

The Government of the United States of America and the Government of Canada,

CONSIDERING that both Governments have established exclusive fishery zones,

RECOGNIZING that fishermen of the two countries have traditionally fished for the same species in certain areas now encompassed within the exclusive fishery zones,

DEEMING it desirable to establish the terms and conditions under which nationals and vessels of each of the two countries may conduct, on a reciprocal basis, commercial fishing operations within certain areas off their coasts, and

HAVING in mind the mutuality of interest on the part of the two countries in the conservation and rational exploitation of certain living marine resources off their coasts,

Have agreed as follows:

1. For the purposes of this agreement,

   a. the reciprocal fishing area of the United States of America shall be the fishing zone established in 1966 south of 63° north latitude;

   b. the reciprocal fishing area of Canada shall be as follows:

      (i) in those "Areas" listed in Order-in-Council P.C. 1967–2025 and Order-in-Council P.C. 1969–1109, issued by the Government of Canada on November 8, 1967, and June 11, 1969, respectively, those waters extending 9 miles seaward of the territorial sea of Canada as it existed in 1966;

(ii) in those areas not listed in the Orders-in-Council cited above, those waters south of 63° north latitude which are contiguous to and extend from three to twelve miles from the coast of Canada, with the exception of bays where they cease to exceed 24 miles in breadth.

Nothing in this agreement shall affect waters other than those referred to in this paragraph.

2. Nationals and vessels of each country may continue to fish within the reciprocal fishing area of the other country, except that there shall be no such fishing for the following:

a. any species of clam, scallop, crab, shrimp, lobster or herring;

b. any salmon other than salmon taken by trolling off the Pacific coast northward from a line projected due west from the Cape Disappointment Light (46°18′ N) and southward from a line projected due west from the Cape Scott Light (50°46.9′N).

Subject to its domestic legislation, each Government will continue to permit transfers of herring between nationals and vessels of the two countries within the reciprocal fishing areas west and north of a line drawn between Cape Sable, Nova Scotia, and Race Point, Massachusetts. The Governments agree that the principal purpose of this provision is to enable the continuation of transfers of herring intended for purposes other than reduction and, further, that they will meet within one year to assess the status of the herring stocks of the Bay of Fundy and the Gulf of Maine to determine whether restrictions on fishing or fish use are necessary.

3. Nationals and vessels of either country will not initiate fisheries within the reciprocal fishing area of the other country for species which are fully utilized by fishermen of the latter country. If fishermen of either country wish to initiate a fishery within any part of the reciprocal fishing area of the other country for species not fully utilized, their Government will first consult with the other Government and reach an understanding concerning conditions for such a fishery.

4. Regulations established by one country pertaining to the taking or possession of fish within its reciprocal fishing area shall apply equally to the nationals and vessels of both countries operating within such area. Such regulations shall be enforced by the Government which issued them. Should either Government consider it necessary to alter such fishery regulations, that Government shall notify the other Government of such proposed changes 60 days in advance of their application. Should such changes in fishery regulations require major changes in fishing gear an adequate period of time, up to one year, will be afforded the nationals and vessels of the other country to adapt to such changes prior to their application.

5. The two Governments recognize the importance of maintaining the fishery resources in their reciprocal fishing areas at appropriate levels. Both Governments agree to continue and expand cooperation in both national and joint research programs on species of common interest off their coasts. The appropriate agencies of the two Governments will arrange for exchanges and periodic joint reviews of scientific information.

6. Nothing in this agreement shall prejudice the claims or views of either of the parties concerning internal waters, territorial waters, or jurisdiction over fisheries or the resources of the continental shelf; further, nothing in this agreement shall affect either bilateral or multilateral agreements to which either Government is a party.

7. This agreement shall remain in force for a period of two years. Representatives of the two Governments will meet annually or as mutually deemed necessary, but in any event prior to the expiration of the period of validity of this agreement, to review its operation and decide on future arrangements.

The two Governments further agree, in connection with the provisions of paragraph 2(b) of this agreement, to consult within one year regarding all matters of mutual concern related to the fisheries for Pacific salmon.

ACCORD ENTRE LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE ET LE GOUVERNEMENT DU CANADA RELATIVEMENT AUX PRIVILEGES RECIPROQUES DE PECHE DANS CERTAINES REGIONS SISES AU LARGE DE LEURS COTES

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement du Canada,

CONSIDERANT que les deux Gouvernements ont établi des zones exclusives de pêche,

RECONNAISSANT que les pêcheurs des deux pays ont traditionnellement pêché les mêmes espèces dans certains secteurs qui font maintenant partie des zones exclusives de pêche,

ESTIMANT qu'il est souhaitable d'arrêter les conditions auxquelles les ressortissants et les navires de l'un ou l'autre pays peuvent se livrer, sur une base de réciprocité, à des activités de pêche commerciale dans certaines régions sises au large de leurs côtes, et

TENANT compte de l'intérêt que porte chacun des deux pays à la conservation et à l'exploitation rationnelle de certaines ressources marines biologiques au large des côtes de l'un et de l'autre,

Sont convenus de ce qui suit:

1. Pour les fins du présent accord,

a. la région de pêche des Etats-Unis d'Amérique soumise au régime de réciprocité sera la zone de pêche établie en 1966 au sud du 63e degré de latitude nord;

b. la région de pêche du Canada soumise au régime de réciprocité sera la suivante:

(i) dans les "Régions" énumérées dans le décret du conseil C.P. 1967–2025 et le décret du conseil C.P. 1969–1109 rendus par le Gouvernement du Canada les 8 novembre 1967 et 11 juin 1969, les eaux qui s'étendent jusqu'à neuf milles au large de la mer territoriale du Canada telle qu'elle existait en 1966;

(ii) dans les régions non énumérées dans les décrets du conseil susmentionnés, les eaux sises au sud du 63e degré de latitude nord qui longent le littoral du Canada et s'étendent sur une distance de trois à douze milles de ce littoral, à l'exception des eaux des baies là où leur largeur n'excède pas 24 milles.

Rien dans le présent accord ne vise les eaux autres que celles dont il est question dans le présent alinéa.

2. Les ressortissants et les navires de l'un ou l'autre des deux pays peuvent continuer de faire la pêche dans la région de pêche de l'autre pays soumise au régime de réciprocité, mais il leur est interdit de de pêcher

a. quelque espèce que ce soit de clams, de pétoncles, de crabes, de crevettes, de homards ou de harengs;

b. du saumon autre que le saumon pris à la ligne traînante au large de la côte du Pacifique au nord d'une ligne tirée en direction ouest à partir du phare du cap Disappointment (46° 18′ N) et au sud d'une ligne tirée en direction ouest à partir du phare du cap Scott (50° 46.9′ N).

Sous réserve de ses lois nationales, chacun des deux Gouvernements continuera de permettre le transbordement de harengs entre ressortissants et navires des deux pays dans les régions de pêche soumises au régime de réciprocité à l'ouest et au nord d'une ligne tracée entre le cap de Sable (Nouvelle-Ecosse) et Race Point (Massachusetts). Les Gouvernements sont convenus que l'objet principal de cette disposition est de permettre la continuation des transbordements de harengs destinés à d'autres fins que la réduction et, en outre, qu'ils se recontreront d'ici un an pour évaluer l'état des stocks de harengs de la baie de Fundy et du golfe du Maine et juger s'il est nécessaire d'imposer des restrictions à la pêche ou à l'utilisation du poisson.

3. Les ressortissants et les navires de l'un ou l'autre pays n'établiront aucune nouvelle pêche dans la région de pêche soumise au régime de réciprocité de l'autre pays relativement à des espèces que les pêcheurs de ce dernier utilisent à fond. Si des pêcheurs de l'un ou l'autre pays désirent établir une pêche dans une partie quelconque de la région de pêche soumise au régime de réciprocité de l'autre pays relativement à des espèces non utilisées à fond, leur Gouvernement doit d'abord entrer en consultation avec l'autre Gouvernement et en venir à une entente quant aux conditions qui doivent régir une telle pêche.

4. Les règlements édictés par un pays et régissant la prise ou la possession de poisson dans sa propre région de pêche soumise au régime de réciprocité s'appliqueront avec une égale rigueur aux ressortissants et navires des deux pays engagés dans de telles activités dans cette région. Le Gouvernement qui aura édicté ces règlements en assurera l'application. Si l'un ou l'autre Gouvernement estime nécessaire de modifier ces règlements sur les pêches, il devra donner avis à l'autre Gouvernement de ses projets de modification 60 jours avant leur mise en application.

Si les changements aux règlements sur les pêches nécessitent des modifications d'importance à l'attirail de pêche, on accordera un délai sufisant, jusqu'à un an, aux nationaux et aux navires de l'autre pays pour qu'ils puissent adapter leurs méthodes aux nouvelles exigences avant leur mise en vigueur.

5. Les deux Gouvernements reconnaissent l'importance de conserver à des niveaux appropriés les ressources des pêches de leurs propres régions de pêche soumises au régime de réciprocité. Les deux Gouvernements sont convenus de continuer et d'accroître leur collaboration dans le cadre des programmes tant nationaux que conjoints de recherche au large de leurs côtes sur les espèces de poisson qui ont pour eux un intérêt commun. Les organismes compétents des deux Gouvernements prendront des dispositions en vue d'échanges et de révisions périodiques communes des données scientifiques.

6. Rien dans le présent accord ne doit porter préjudice aux prétentions ou points de vue de l'une ou de l'autre partie concernant les eaux intérieures, les eaux territoriales ou la juridiction en matière de pêches ou de ressources du plateau continental; rien non plus dans le présent accord ne doit porter atteinte aux accords bilatéraux ou multilatéraux auxquels l'un ou l'autre Gouvernement est partie.

7. Le présent accord demeurera en vigueur pendant deux ans. Les fondés de pouvoir des deux Gouvernements se rencontreront chaque année ou selon qu'ils le jugeront mutuellement nécessaire, mais de toute façon avant l'expiration de la période de validité du présent accord, afin d'en réviser le fonctionnement et d'arrêter des arrangements futurs.

Les deux Gouvernements sont en outre convenus, relativement aux dispositions de l'alinéa 2(b) du présent Accord, d'entrer en consultation d'ici un an au sujet de toutes les questions d'intérêt commun relatives à la pêche au saumon du Pacifique.

IN WITNESS WHEREOF the respective representatives have signed this Agreement.

DONE in two copies, in the English and French languages, each language version being equally authentic, at Ottawa this twenty-fourth day of April, 1970.

EN FOI DE QUOI les fondés de pouvoir respectifs ont signé le présent Accord.

FAIT en double exemplaire, en français et en anglais, chacune des deux version faisant également foi, à Ottawa ce 24[1eme] jour d'avril 1970.

DONALD L. MCKERNAN

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:
POUR LE GOUVERNEMENT DES
ETATS-UNIS D'AMÉRIQUE:

[SEAL]

A W H NEEDLER

FOR THE GOVERNMENT OF CANADA:
POUR LE GOUVERNEMENT DU CANADA:

HONDURAS

Trade: Meat Imports

Agreement effected by exchange of notes
Signed at Tegucigalpa April 30, 1970;
Entered into force April 30, 1970.

The American Ambassador to the Minister of Foreign Affairs of Honduras

TEGUCIGALPA, HONDURAS
April 30, 1970.

No. 056

EXCELLENCY:

I have the honor to refer to discussions between representatives of our two governments relating to the importation into the United States for consumption of fresh, chilled, or frozen cattle meat (item 106.10 of the Tariff Schedules of the United States) and fresh, chilled, or frozen meat of goats and sheep, except lambs (item 106.20 of the Tariff Schedules of the United States) during the calendar year 1970.

I am able to inform you that the governments of all countries which are major suppliers of such meats to the United States have agreed to participate in the 1970 restraint program discussed by our representatives. These agreements are being embodied in exchanges of notes between the Government of the United States of America and the governments of the respective countries.

I propose that the agreement between our two governments should provide as follows:

1. On the basis of the foregoing, and subject to paragraph 4, the permissible total quantity of imports of such meats into the United States during the calendar year 1970 shall be 1,061.5 million pounds and the Government of Honduras and the Government of the United States of America shall respectively undertake responsibilities as set forth below for regulating exports to, and imports into, the United States.

2. Honduran exports of the aforesaid meat will be such that during the year 1970 imports of such meat into the United States, including meat originating in Honduras which is withdrawn from warehouse during 1970 for consumption in the United States, will

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amount to up to 14.7 million pounds or such higher figure as may result from adjustments pursuant to paragraph 4. Such regulation shall not prevent any excess meat of Honduran origin from being deposited in United States warehouses under the system known as "in bond" as long as adequate storage facilities are not available in Honduras.

3. The Government of the United States of America may limit imports of such meats of Honduran origin, whether by direct or indirect shipments, through issuance of regulations governing the entry into the United States, including withdrawal from warehouse for consumption in the United States, provided that,

a. such regulations shall not be employed to govern the timing of entry into the United States, including withdrawal from warehouse for consumption of such meat from Honduras;

b. such regulations shall be issued only after consultation with the Government of Honduras pursuant to paragraph 6, and only in circumstances where it is evident after such consultations that the quantity of such meat likely to be presented for entry into the United States, including withdrawal from warehouse for consumption in the calendar year 1970 will exceed the quantity specified in paragraph 2, as it may be increased pursuant to paragraph 4. The provisions of the last sentence of paragraph 2 will apply to the deposit of meat of Honduran origin in warehouse under the system "in bond".

4. The Government of the United States of America may increase the global quantity of imports of such meats into the United States or may allocate any shortfall in a share of the global quantity. Thereupon, if no shortfall is estimated for Honduras, such increase in global quantity or shortfall shall be allocated to Honduras in the proportion that 14.7 million pounds bears to the total initial shares from all countries which are estimated to have no shortfall for the calendar year 1970.

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

6. The Government of Honduras and the Government of the United States of America shall consult promptly upon the request of either government regarding any matter involving the application, interpretation or implementation of this agreement, and regarding increase in the global quantity and allocation of shortfall.

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

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

HEWSON A. RYAN

His Excellency

Dr. TIBURCIO CARÍAS CASTILLO
Minister of Foreign Affairs
Tegucigalpa, D.C.

The Minister of Foreign Affairs of Honduras to the American Ambassador

SECRETARIA DE RELACIONES EXTERIORES
DE LA
REPUBLICA DE HONDURAS

SECCION DIPLOMATICA

No.-770 TEGUCIGALPA, D.C., *abril 30 de 1970.*

SEÑOR EMBAJADOR:

Tengo el honor de referirme a las conversaciones que los representantes del Ministerio de Economía y Hacienda, en nombre del Gobierno de Honduras, y de la Embajada a su cargo, en nombre del Gobierno de los Estados Unidos, han sostenido en relación al sistema operativo que normará las exportaciones para los Estados Unidos, de carne fresca, refrigerada o congelada, de ganado vacuno (Rubro 106.10 del Arancel de los Estados Unidos) y carne fresca, refrigerada o congelada de ganado ovino caprino salvo corderos (Rubro 106.20 del Arancel de los Estados Unidos) para el consumo en ese país durante el año civil de 1970; así como a su Nota No. 56 de fecha 30 de abril del año en curso.

Me permito informarle que el Ministerio de Economía y Hacienda está de acuerdo con las regulaciones discutidas y finalmente aprobadas por los representantes y que se incluyen en el siguiente acuerdo:

1.– El Gobierno de los Estados Unidos de América y el Gobierno de Honduras asumirán respectivamente las obligaciones que se indican en esta nota para reglamentar las exportaciones e importaciones de carne fresca, refrigerada o congelada, de ganado vacuno (Rubro 106.10 del Arancel de los Estados Unidos de América) y carne fresca, refrigerada o congelada de ganado ovino y caprino, salvo de cordero (Rubro 106.20 del Arancel de los Estados Unidos de América) de Honduras hacia los Estados Unidos de América durante el año civil de 1970.

2.– Honduras exportará a los Estados Unidos durante el año 1970 hasta la cantidad de 14.7 millones de libras de carne de origen hon-

dureño, o la cantidad mayor que resulte de los ajustes realizados en virtud del párrafo 4. En esta cantidad se incluirá tanto la carne que ingrese a los Estados Unidos para su almacenamiento como la carne que retire de los almacenes para su consumo, en los Estados Unidos. Esta disposición no impedirá que el exceso de carne de origen hondureño se deposite en almacenes de los Estados Unidos bajo la forma conocida "in bond", mientras en Honduras no se tengan las facilidades de almacenamiento adecuado.

3.– El Gobierno de los Estados Unidos de América podrá limitar la importacíon de las carnes de origen hondureño comprendidas en el párrafo número 2, ya sea que se haga por vía directa o indirecta, por medio de una reglamentación para su entrada y almacenamiento o retiro del almacén para su consumo inmediato en los Estados Unidos siempre que:

A) Tal reglamentación no se emplee para determinar las fechas de entrada o salida del almacén de la carne procedente de Honduras para el consumo.

B) Tal reglamentación se promulgará solamente después de que se hayan celebrado consultas con el Gobierno de Honduras conforme al párrafo 6, y solamente bajo circunstancias en las que se vea obvio, después de celebrarse tales consultas, que la cantidad de tales carnes que probablemente se presentará para su ingreso y su almacenamiento o desalmacenamiento para el consumo en el año civil de 1970, excederá la cantidad que se especifica en el párrafo 2 o la cantidad mayor que resulte después de hacer los aumentos virtud del párrafo 4. Las condiciones establecidas en la última oración del párrafo 2 se aplicarán al depósito de la carne de origen hondureño en almacen bajo el sistema "in bond".

4.– El Gobierno de los Estados Unidos de América podrá aumentar la cantidad global de importaciones de tales carnes a los Estados Unidos o podrá adjudicar cualquier déficit en una parte de la cantidad global. Seguidamente, si Honduras ha cubierto la cantidad exportable de 14.7 millones de libras establecidas en el párrafo 2 ó si los cálculos o las proyecciones de la exportación de carne procedente de Honduras para el año 1970 revelan que no ocurrirá déficit en la cantidad establecida en el párrafo 2, tal aumento en la cantidad global o déficit será adjudicado a Honduras en la proporción que 14.7 millones de libras tiene con el total de participaciones iniciales de todos los países que se calcula no tendrán déficit en el año civil de 1970.

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

6.– El Gobierno de Honduras y el Gobierno de los Estados

Unidos de América celebrarán consultas lo antes posible después de que uno de los dos gobiernos las solicite, en relación con cualquier asunto sobre la aplicación, interpretación o puesta en práctica del presente acuerdo, y sobre aumentos de la cantidad global y adjudicación del déficit.

Mi gobierno considera necesario hacer del conocimiento del Gobierno de los Estados Unidos que el acuerdo anterior de ninguna manera significa que Honduras acepta como cuota básica de participación en el mercado norteamericano de carne de ganado vacuno la contenida en el acuerdo. Nuestro gobierno ha manifestado reiteradamente ante el Gobierno de Vuestra Excelencia que la cuota básica que se asignó a Honduras no está de acuerdo a la capacidad real productora de carne exportable que nuestro país tiene y que ampliamente demostró durante el año 1969 en que la exportación hacia los Estados Unidos alcanzaron la cifra 24.8 millones de libras y se permite solicitar atentamente al Gobierno de los Estados Unidos se estudie el caso particular de Honduras a fin de podernos otorgar un trato justo y realista.

Nuestro Gobierno desea hacer del conocimiento del Gobierno de los Estados Unidos, que el acuerdo a que se ha llegado sobre las normas operativas para la importación de carne a dicho país no limita el derecho de Honduras a presentar y estudiar en el seno de la Comisión Especial de Negociación y Consulta del CIES el caso de la exportación de ganado vacuno hacia los Estados Unidos.

Asimismo, nuestro Gobierno cree conveniente informar al Gobierno de los Estados Unidos que considera que el sistema de asignación de déficit, y del período histórico de exportación escogido para aplicar eventualmente el sistema de cuotas afectan negativamente la posición ya desfavorable de nuestro país en cuanto al monto de la cuota básica, pues no toman en cuenta las exportaciones reales efectuadas durante 1969.

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

TIBURCIO CARIAS

[SEAL]

Tiburcio Carias Castillo
Ministro de Relaciones Exteriores

Excelentísimo Señor
HEWSON A. RYAN,
Embajador Extraordinario y
Plenipotenciario de los
Estados Unidos de América,
CIUDAD.

Translation

DEPARTMENT OF FOREIGN AFFAIRS
OF THE
REPUBLIC OF HONDURAS

DIPLOMATIC SECTION

No. 770 TEGUCIGALPA, D.C., *April 30, 1970*

MR. AMBASSADOR:

I have the honor to refer to the conversations held by representatives of the Ministry of Economy and Finance, in the name of the Government of Honduras, and of your Embassy, in the name of the Government of the United States, in relation to the system that will govern exports to the United States of fresh, chilled, or frozen cattle meat (Item 106.10 of the Tariff Schedules of the United States) and fresh, chilled, or frozen meat of goats and sheep, except lambs (Item 106.20 of the Tariff Schedules of the United States) for consumption in your country during the calendar year 1970, and I refer also to your note No. 56 dated April 30, 1970.

I take the liberty of informing you that the Ministry of Economy and Finance agrees to the regulations discussed and finally approved by the representatives, as set forth in the following agreement:

1. The Government of the United States of America and the Government of Honduras shall respectively assume the obligation set forth in this note for regulating exports and imports of fresh, chilled, or frozen cattle meat (Item 106.10 of the Tariff Schedules of the United States) and fresh, chilled, or frozen meat of goats and sheep, except lambs (Item 106.20 of the Tariff Schedules of the United States), from Honduras to the United States of America during the calendar year 1970.

2. During the year 1970 Honduras will export to the United States up to the quantity of 14.7 million pounds of meat of Honduran origin or such higher quantity as may result from adjustments made pursuant to Paragraph 4. This quantity shall include both meat that enters the United States for warehousing and meat withdrawn from warehouse for consumption in the United States. This provision shall not prevent surplus meat of Honduran origin from being deposited in warehouses in the United States under the system known as "in bond," as long as there are no adequate warehouse facilities in Honduras.

3. The Government of the United States of America may limit the imports of meat of Honduran origin referred to in Paragraph 2, either directly or indirectly, by means of regulations governing their entry and warehousing or withdrawal from warehouse for immediate consumption in the United States, provided that:

a. Such regulations are not employed to determine the dates of entry or withdrawal from warehouse of meat of Honduran origin for consumption; and

b. Such regulations are issued only after consultations have been held with the Government of Honduras pursuant to Paragraph 6, and only in circumstances where it is evident, after such consultations have been held, that the quantity of such meat that will probably be presented for entry and warehousing or withdrawal from warehouse for consumption in the calendar year 1970 will exceed the quantity specified in Paragraph 2 or the larger quantity that may result after making the increases pursuant to Paragraph 4. The conditions determined in the last sentence of Paragraph 2 shall apply to the deposit of meat of Honduran origin in warehouse under the "in bond" system.

4. The Government of the United States of America may increase the global quantity of imports of such meats to the United States or may allocate any shortfall in a share of the global quantity. Thereupon, if Honduras has covered the exportable quantity of 14.7 million pounds stipulated in Paragraph 2, or if the estimates or projections of meat exports from Honduras for the year 1970 show that there will be no shortfall in the quantity established in Paragraph 2, such increase in the global quantity or shortfall shall be allocated to Honduras in the proportion that 14.7 million pounds bears to the total initial shares of all the countries which are estimated to have no shortfall in the calendar year 1970.

5. The Government of the United States shall separately report meats rejected as unfit for human consumption. Such meats shall not be regarded as part of the quantity indicated in Paragraph 2.

6. The Government of Honduras and the Government of the United States of America shall consult as promptly as possible upon the request of one of the two Governments regarding any matter involving the application, interpretation, or implementation of this Agreement, and regarding increases in the global quantity and allocation of shortfall.

My Government deems it necessary to make known to the Government of the United States that the above Agreement in no way signifies that Honduras accepts the figure contained in the Agreement as its basic quota of participation in the United States market for cattle meat. Our Government has repeatedly stated to Your Excellency's Government that the basic quota allocated to Honduras is not in accord with our country's real capacity to produce exportable meat, a capacity which it amply demonstrated during the year 1969, when its exports to the United States reached 24.8 million pounds, and my Government respectfully requests the Government of the United States to study the particular case of Honduras, with a view to giving us fair and realistic treatment.

Our Government wishes to make known to the Government of the United States that the Agreement reached on the rules to govern imports of meat into the United States does not limit the right of Honduras to put before and study in the Special Committee on Negotiation and Consultation of the Inter-American Economic and Social Council the case of exports of cattle to the United States.

Our Government also believes it desirable to inform the Government of the United States that it considers that the system of allocating shortfalls and the period of past exports selected for the application of the quota system negatively affect our country's already unfavorable position with respect to the amount of the basic quota, since they do not take into account the real exports of 1969.

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

TIBURCIO CARIAS

Tiburcio Carias Castillo
Minister of Foreign Affairs

His Excellency
HEWSON A. RYAN,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Tegucigalpa, Honduras

ARGENTINA

Defense: Cooperative Technical and Scientific Projects

Agreement effected by exchange of notes
Signed at Buenos Aires May 5, 1970;
Entered into force May 5, 1970.

The American Ambassador to the Minister of Foreign Affairs and Worship of Argentina

No. 79 BUENOS AIRES, *May 5, 1970*

EXCELLENCY:

I have the honor to refer to recent discussions between representatives of our two governments regarding the desirability of cooperation between the Armed Services of our two countries in the accomplishment of projects of a technical or scientific nature. I have the further honor on behalf of the Government of the United States of America to propose that the following general principles be applicable to the accomplishment of such projects.

1. The Government of the United States of America and the Government of the Argentine Republic agree to allow their respective Armed Services to cooperate in the accomplishment of projects of a technical or scientific nature which are of mutual benefit to both countries. Each specific project will be approved by both governments which may, in appropriate cases, exchange diplomatic notes covering the project. Each government will designate the appropriate Armed Services to cooperate in the implementation of the project. The Armed Services may, in appropriate cases, enter into implementing arrangements concerning the details of the approved operation.

2. To the extent the two governments may agree, the Armed Services of both governments will actively participate in each project to the greatest extent practicable, consistent with the laws, policies, and the availability of technical personnel of each government.

3. Data developed by the cooperative projects will be shared on an equal basis by both governments to the fullest extent practicable.

4. Each government undertakes to maintain the security classification assigned to such data by the originating government and shall afford such data substantially the same degree of security protection

afforded to it by the originating government. Neither government shall disclose classified data developed by the cooperative projects to third countries without the consent of the other government.

If the foregoing is acceptable to the Government of the Argentine Republic, I have the honor to suggest that this note, together with your reply to that effect, shall constitute an agreement between our two governments, which shall enter into force on the date of Your Excellency's reply and shall continue in force until one year from the date on which either government gives the other written notification of its intention to terminate it.

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

JOHN DAVIS LODGE

His Excellency,
JUAN B. MARTÍN,
Minister of Foreign Affairs and Worship,
Buenos Aires.

The Minister of Foreign Affairs and Worship of Argentina to the American Ambassador

MINISTERIO DE RELACIONES
EXTERIORES Y CULTO

BUENOS AIRES, *5 de mayo de 1970.*

SEÑOR EMBAJADOR:

Tengo el honor de dirigirme a Vuestra Excelencia para acusar recibo de su nota N° 79 del día de la fecha, cuyo texto en traducción dice:

"Excelencia: Tengo el honor de hacer referencia a las recientes conversaciones entre los representantes de nuestros dos gobiernos respecto a la conveniencia de la cooperación entre las Fuerzas Armadas de nuestros países, en el cumplimiento de proyectos de naturaleza técnica o científica. Tengo además el honor de proponer en nombre del Gobierno de los Estados Unidos de América que se apliquen los siguientes principios generales para posibilitar la realización de dichos proyectos.

"1) El Gobierno de los Estados Unidos de América y el Gobierno de la República Argentina convienen en permitir que sus respectivas Fuerzas Armadas cooperen en la realización de proyectos de naturaleza técnica o científica que sean de mutuo beneficio para ambos países. Cada proyecto específico será aprobado por ambos gobiernos, los que podrán, cuando lo consideren conveniente, intercambiar

notas diplomáticas sobre el proyecto. Cada gobierno designará la Fuerza pertinente para cooperar en la ejecución del proyecto. Las Fuerzas Armadas podrán, en los casos apropiados, convenir los arreglos necesarios concernientes a los detalles de la operación aprobada.

"2) Dentro del alcance que ambos Gobiernos convengan, las Fuerzas Armadas respectivas participarán activamente en cada proyecto en la mayor medida posible, compatible con las leyes, políticas y disponibilidad de personal técnico de cada Gobierno.

"3) Los datos obtenidos por los proyectos de cooperación serán compartidos sobre la base de igualdad por ambos Gobiernos, hasta el mayor alcance que sea practicable.

"4) A cada Gobierno le corresponde mantener la clasificación de seguridad asignada a tales datos por el Gobierno que los origina y tratará que dichos datos mantengan substancialmente el mismo grado de protección y seguridad que les haya asignado el Gobierno de origen. Ninguno de los Gobiernos deberá revelar a terceros países, sin el consentimiento del otro gobierno, datos clasificados que hayan sido desarrollados por los proyectos de cooperación.

"Si lo que antecede resulta aceptable para el Gobierno de la República Argentina tengo el honor de sugerir que esta nota, junto con la respuesta de Vuestra Excelencia sobre el particular, constituyan un acuerdo entre nuestros gobiernos, que entrará en vigencia en la fecha de la respuesta de Vuestra Excelencia y continuará en vigor hasta un año después de la fecha en que cualquiera de los gobiernos envie al otro una notificación por escrito sobre su intención de terminarlo".

"Quiera aceptar, Excelencia las seguridades de mi más alta y distinguida consideración. Fdo. JOHN DAVIS LODGE."

Al manifestar el acuerdo del Gobierno Argentino sobre los términos de la nota precedentemente transcripta, me es grato saludar a Vuestra Excelencia con mi más distinguida consideración.

JUAN B. MARTÍN

A Su Excelencia
el señor Embajador de los
Estados Unidos de América,
D. JOHN DAVIS LODGE.
Buenos Aires

Translation

MINISTRY OF FOREIGN AFFAIRS AND WORSHIP

BUENOS AIRES, *May 5, 1970*

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's note No. 79 dated today, the text of which reads in translation as follows:

[For the English language text, see p. 1297.]

On expressing the agreement of the Argentine Government to the terms of the note transcribed above, I am happy to assure Your Excellency of my most distinguished consideration.

JUAN B. MARTÍN

His Excellency
JOHN DAVIS LODGE,
Ambassador of the United States of America,
Buenos Aires.

PAKISTAN

Trade in Cotton Textiles

Agreement effected by exchange of notes
Signed at Washington May 6, 1970;
Entered into force May 6, 1970.
With related notes.

The Secretary of State to the Ambassador of Pakistan

DEPARTMENT OF STATE
WASHINGTON
May 6, 1970

EXCELLENCY:

I have the honor to refer to recent discussions held in Washington between representatives of our two Governments concerning exports of cotton textiles from Pakistan to the United States. As a result of these discussions, I propose the following agreement relating to such exports:

1. The term of this agreement shall be from July 1, 1970 through June 30, 1974. During the term of this agreement, annual exports of cotton textiles from Pakistan to the United States shall be limited to aggregate, group, and specific limits at the levels specified in the following paragraphs.
2. For the first agreement year, constituting the 12-month period beginning July 1, 1970, the aggregate limit shall be 85 million square yards equivalent.
3. Within the aggregate limit, the following group limits (in square yard equivalents) shall apply for the first agreement year:

Group I (Categories 1–27)	75 million
Group II (Categories 28–64)	10 million

4. Within the aggregate limit and the applicable group limits, the following specific limits shall apply for the first agreement year.

Group I	(In Syds Equivalent)
Sheeting, carded or combed (Categories 9 and 10)	36, 000, 000

Group I		(In Syds Equipment)
Poplin and broadcloth, carded or combed (Categories 15 and 16)		3, 000, 000
Print cloth (Categories 18, 19 and parts of 26)*		16, 000, 000
Twill and sateen, carded or combed (Categories 22 and 23)		4, 000, 000
Barkcloth (Parts of Category 26)*		6, 000, 000
Duck (Parts of Category 26)		8, 500, 000
Other**		1, 500, 000
Group II	**Units**	**(In Syds Equivalent)**
Shop towels (Part of Category 31)	4, 816, 000 pieces	1, 676, 000
T-shirts (Categories 41 and 42)	410, 976 dozen	2, 973, 000
Other**		5, 351, 000

5. Within the aggregate limit, the limit for Group I may be exceeded by not more than 10 percent and the limit for Group II may be exceeded by not more than 5 percent. Within the applicable group limit, as it may be adjusted under this provision, specific limits may be exceeded by not more than 5 percent.

6. In succeeding 12-month periods for which any limitation is in force under this agreement, the level of exports permitted under such limitation shall be increased by 5 percent of the corresponding level for the preceding 12-month period, the latter level not to include any adjustments under paragraphs 5 or 14.

7. In the event of undue concentration in exports from Pakistan to the United States of cotton textiles in any category not given a specific limit, the Government of the United States of America may request consultation with the Government of Pakistan to determine an appropriate course of action. Until a mutually satisfactory solution is reached, exports in the category in question from Pakistan to the United States starting with the 12-month period beginning on the date of the request for consultation shall be limited. The limit shall be 105 percent of the exports of such products from Pakistan to the United States during the most recent 12-month period preceding the request for consultation and for which statistics are available to our two Governments.

*Print cloth and Bark cloth are further described in Annex A.

**These "other" categories are not subject to specific limits. Hence, within the aggregate and the applicable group limits, as they may be adjusted under paragraph 5, the square yard equivalent of shortfalls in exports in categories with specific limits may be used in these "other" categories subject to the provisions of paragraph 7.

8. The Government of Pakistan shall use its best efforts to space exports from Pakistan to the United States within each category evenly throughout the agreement year, taking into consideration normal seasonal factors.

9. The two Governments recognize that the successful implementation of this agreement depends in large part upon mutual cooperation on statistical questions. The Government of the United States of America shall promptly supply the Government of Pakistan with data on monthly imports of cotton textiles from Pakistan. The Government of Pakistan shall promptly supply the Government of the United States of America with data on monthly exports of cotton textiles to the United States. Each Government agrees to supply promptly any other available relevant statistical data requested by the other Government.

10. In the implementation of this agreement, the system of categories and the rates of conversion into square yard equivalents listed in Annex B hereto shall apply. In any situation where the determination of an article to be a cotton textile would be affected by whether the criterion provided for in Article 9 of the Long-Term Arrangement*** is used or the criterion provided for in paragraph 2 of Annex E of the Long-Term Arrangement is used, the chief value criterion used by the Government of the United States of America in accordance with paragraph 2 of Annex E shall apply.

11. The Government of the United States of America and the Government of Pakistan agree to consult on any question arising in the implementation of the agreement.

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

13. If the Government of Pakistan considers that as a result of limitations specified in this agreement, or its term, Pakistan is being placed in an inequitable position vis-a-vis a third country, the Government of Pakistan may request consultation with the Government of the United States of America with the view to taking appropriate remedial action such as a reasonable modification of this agreement.

14. (a) For any agreement year immediately following a year of a shortfall under this agreement or the agreement

***Long-Term Arrangement Regarding International Trade in Cotton Textiles, done in Geneva on February 9, 1962, extended by Protocol through September 30, 1970. [TIAS 5240, 6289; 13 UST 2672; 18 UST 1337.] References to the Long-Term Arrangement include the Long-Term Arrangement as it may be further extended.

effected by an exchange of notes dated July 3, 1967 (i.e., a year in which cotton textile exports from Pakistan to the United States were below the aggregate limit and any group and specific limits applicable to the category concerned) the Government of Pakistan may permit exports to exceed these limits by carryover in the following amounts and manner:

(i) The carryover shall not exceed the amount of the shortfall in either the aggregate limit or any applicable group or specific limit and shall not exceed either 5 percent of the aggregate limit or 5 percent of the applicable group limit in the year of the shortfall, and

(ii) In the case of shortfalls in the categories subject to specific limits the carryover shall not exceed 5 percent of the specific limit in the year of the shortfall, and shall be used in the same category in which the shortfall occurred, and

(iii) In the case of shortfalls not attributable to categories subject to specific limits, the carryover shall be used in the same group in which the shortfall occurred, shall not be used to exceed any applicable specific limit except in accordance with the provisions of paragraph 5, and shall not be used to exceed the limits in paragraph 7 of the agreement.

(b) The limits referred to in subparagraph (a) of this paragraph are without any adjustments under this paragraph or paragraph 5.

(c) The carryover shall be in addition to the exports permitted in paragraph 5.

15. During the term of this agreement, the Government of the United States of America will not request restraint on the export of cotton textiles from Pakistan to the United States under the procedures of Article 3 of the Long-Term Arrangement. The applicability of the Long-Term Arrangement to trade in cotton textiles between Pakistan and the United States shall otherwise be unaffected by this agreement.

16. The Government of the United States of America may assist the Government of Pakistan in implementing the limitation provisions of this agreement by controlling the imports of cotton textiles covered by the agreement until agreement is reached that Pakistan will control these exports in accordance with the limitations of the agreement.

17 The two Governments agree to consult at a mutually acceptable time during each agreement year to review this

agreement and whenever there is any question arising in the implementation of this agreement.

18. Either Government may terminate this agreement effective at the end of an agreement year by written notice to the other Government to be given at least 90 days prior to the end of such agreement year. Either Government may at any time propose revisions in the terms of this agreement.

If this proposal is acceptable to the Government of Pakistan, this note and your Excellency's note of confirmation on behalf of the Government of Pakistan shall constitute an agreement between our Governments.

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

For the Secretary of State:

PHILIP H. TREZISE

Enclosures:
Annex A
Annex B

His Excellency
AGHA HILALY,
Ambassador of Pakistan.

ANNEX A

I. Printcloth

Printcloth is a term applied to a plain woven fabric made of singles uncombed yarns. The fabric is not napped, not fancy and not figured. The difference in the yarns per inch of the warp and of the filling does not usually exceed 15. The average yarn number ranges between 27 and 44 per inch.

Printcloth falls under Category 18 "Printcloth, shirting type, 80 x 80 type, carded;" Category 19 "Printcloth, shirting type, other than 80 x 80 type, carded;" and under the T.S.U.S.A. numbers of Category 26 "Woven fabric, not elsewhere specified, other, carded" listed below:

T.S.U.S.A. Numbers

320. xx 34	Printcloth other than printcloth type shirting, not combed, wholly of cotton, not fancy or figured, not bleached or colored.
321. xx 34	Printcloth other than printcloth type shirting, not combed, wholly of cotton, not fancy or figured, not bleached but not colored.

322. xx 34 Printcloth other than printcloth type shirting, not combed, wholly of cotton, not fancy or figured, colored, whether or not bleached.

326. xx 34 Printcloth other than printcloth type shirting, not combed, chief value, but not wholly of cotton, containing silk or man-made fibers or both, not fancy or figured, not bleached or colored.

327. xx 34 Printcloth other than printcloth type shirting, not combed, chief value, but not wholly of cotton, containing silk or man-made fibers, or both, but fancy or figured, bleached but not colored.

328. xx 34 Printcloth other than printcloth type shirting, not combed, chief value, but not wholly of cotton, containing silk or man-made fibers, or both, not fancy or figured, colored, whether or not bleached.

II. Barkcloth

Barkcloth is a term applied to a fabric most commonly used in the drapery and upholstery fields. The fabric is often made with heavy filling yarns and fine warp yarns with 2 or 3 times as many warp threads as filling threads per inch, or with heavy warp filling yarns with a fairly even number of warp and filling threads per inch. The weave is of an irregular design with long warp and filling floats resulting in a rough or barklike fabric surface. Barkcloth is most commonly woven with 6 harnesses but should it be advantageous to do so, could easily be produced with 8 or more harnesses.

Barkcloth-type fabrics are those fabrics classified as "Woven fabrics, not elsewhere specified, other, carded" and which fall under the numbers of the Tariff Schedules of the United States (T.S.U.S.A.) listed below. For administrative purposes, barkcloth-type fabrics shall be considered as including all fabrics falling under these numbers. Complete definitions applicable to these numbers are found in Schedule 3 of the T.S.U.S.A. All yarn counts, represented by the fourth and fifth digits ("xx") of the following numbers and specifically described in Schedule 3 of the T.S.U.S.A., are included in the restraint action.

T.S.U.S.A. Numbers:	320.	xx88	320.	xx92
	321.	xx88	321.	xx92
	322.	xx88	322.	xx92
	323.	xx88	323.	xx92
	324.	xx88	324.	xx92
	325.	xx88	325.	xx92
	326.	xx88	326.	xx92
	327.	xx88	327.	xx92
	328.	xx88	328.	xx92
	329.	xx88	329.	xx92
	330.	xx88	330.	xx92
	331.	xx88	331.	xx92

Should the Government of Pakistan have further questions concerning the fabrics covered herein, the United States Government would be pleased to consult on this problem.

ANNEX B

Category Number	Description	Unit	Conversion Factor to Syds.
1	Cotton Yarn, carded, singles	lbs.	4. 6
2	Cotton Yarn, carded, plied	lbs.	4. 6
3	Cotton Yarn, combed, singles	lbs.	4. 6
4	Cotton Yarn, combed, plied	lbs.	4. 6
5	Gingham, carded	Syds.	Not required
6	Gingham, combed	Syds.	Not required
7	Velveteen	Syds.	Not required
8	Corduroy	Syds.	Not required
9	Sheeting, carded	Syds.	Not required
10	Sheeting, combed	Syds.	Not required
11	Lawns, carded	Syds.	Not required
12	Lawns, combed	Syds.	Not required
13	Voile, carded	Syds.	Not required
14	Voile, combed	Syds.	Not required
15	Poplin and Broadcloth, carded	Syds.	Not required
16	Poplin and Broadcloth, combed	Syds.	Not required
17	Typewriter ribbon cloth	Syds.	Not required
18	Print cloth, shirting type, 80 x 80 type, carded	Syds.	Not required
19	Print cloth, shirting type, other than 80 x 80 type, carded	Syds.	Not required
20	Shirting, Jacquard or dobby, carded	Syds.	Not required
21	Shirting, Jacquard or dobby, combed	Syds.	Not required
22	Twill and sateen, carded	Syds.	Not required
23	Twill and sateen, combed	Syds.	Not required
24	Woven fabric, n.e.s., yarn dyed, carded	Syds.	Not required
25	Woven fabric, n.e.s., yarn dyed, combed	Syds.	Not required
26	Woven fabric, n.e.s., other, carded	Syds.	Not required
27	Woven fabric, n.e.s., other, combed	Syds.	Not required
28	Pillowcases, not ornamented, carded	Numbers	1. 084
29	Pillowcases, not ornamented, combed	Numbers	1. 084
30	Towels, dish	Numbers	. 348
31	Towels, other	Numbers	. 348
32	Handkerchiefs, whether or not in the piece	Dozen	1. 66
33	Table damask and manufactures	lbs.	3. 17
34	Sheets, carded	Numbers	6. 2
35	Sheets, combed	Numbers	6. 2
36	Bedspreads and quilts	Numbers	6. 9
37	Braided and woven elastic	lbs.	4. 6
38	Fishing nets and fish netting	lbs.	4. 6
39	Gloves and mittens	Dozen	3. 527
40	Hose and half hose	Doz. prs.	4. 6
41	T-shirts, all white, knit, men's and boys'	Dozen	7. 234
42	T-shirts, other knit	Dozen	7. 234
43	Shirts, knit, other than T-shirts and sweatshirts	Dozen	7. 234

Category Number	Description	Unit	Conversion Factor to Syds.
44	Sweaters and cardigans	Dozen	36. 8
45	Shirts, dress, not knit, men's and boys'	Dozen	22. 186
46	Shirts, sport, not knit, men's and boys'	Dozen	24. 457
47	Shirts, work, not knit, men's and boys'	Dozen	22. 186
48	Raincoats, ¾ length or longer, not knit	Dozen	50. 0
49	Coats, other, not knit	Dozen	32. 5
50	Trousers, slacks, and shorts (outer), not knit, men's and boys'	Dozen	17. 797
51	Trousers, slacks and shorts (outer), not knit, women's, girls' and infants'	Dozen	17. 797
52	Blouses, not knit		14. 53
53	Dresses (including uniforms) not knit	Dozen	45. 3
54	Playsuits, sunsuits, washsuits, creepers, rompers, etc., not knit, n.e.s.	Dozen	25. 0
55	Dressing gowns, including bathrobes and beachrobes, lounging gowns, housecoats, and dusters, not knit	Dozen	51. 0
56	Undershirts, knit, men's and boys'		9. 2
57	Briefs and undershorts, men's and boys'	Dozen	11. 25
58	Drawers, shorts and briefs, knit, n.e.s.	Dozen	5. 0
59	All other underwear, not knit	Dozen	16. 0
60	Pajamas and other nightwear	Dozen	51. 95
61	Brassieres and other body supporting garments	Dozen	4. 75
62	Wearing apparel, knit, n.e.s.	Lbs	4. 6
63	Wearing apparel, not knit, n.e.s.	Lbs.	4. 6
64	All other cotton textiles	Lbs.	4. 6

The Ambassador of Pakistan to the Secretary of State

EMBASSY OF PAKISTAN
2315 MASSACHUSETTS AVENUE, N.W.
WASHINGTON, D.C. 20008

No. 12 (5)-ED/70

MAY 6, 1970.

DEAR MR. SECRETARY,

I have the honour to acknowledge the receipt of your note of 6th May relating to exports of cotton textiles from Pakistan to the United States.

I confirm that the Government of Pakistan agrees to the proposal set forth in your note and that your Excellency's note and this reply constitute an agreement between our Governments.

Accept, Mr. Secretary, the renewed assurances of my highest consideration.

AGHA HILALY

Agha Hilaly
Ambassador.

The Honourable
WILLIAM P. ROGERS,
Secretary,
U.S. Department of State,
Washington, D.C.

[RELATED NOTES]

MAY 6, 1970

DEAR MR. AMBASSADOR:

Upon the exchange of notes constituting a new four-year bilateral agreement between the Governments of the United States and Pakistan concerning exports of cotton textiles from Pakistan to the United States the following measures will be taken by the Government of the United States, subject to other applicable laws and regulations governing the entry of goods into the United States.

All cotton textiles exported to the United States from Pakistan prior to March 1, 1970, in excess of any limit applicable under the agreement of July 3, 1967 will be permitted to be entered without being counted against such limit.

All cotton textiles exported to the United States during the period March 1, 1970 through April 30, 1970 will be permitted to be entered and will be charged first against the unused amounts in the applicable limits for the agreement year July 1, 1969 through June 30, 1970, and, if these have been exhausted, against the applicable limits for the new agreement year beginning July 1, 1970.

I would appreciate your confirmation that this arrangement is acceptable to your government.

Sincerely yours,

PHILIP H. TREZISE

Philip H. Trezise
Assistant Secretary

His Excellency
AGHA HILALY
Ambassador of Pakistan

EMBASSY OF PAKISTAN
2315 MASSACHUSETTS AVENUE, N.W.
WASHINGTON, D.C. 20008

No. 12 (5)-ED/70.

MAY 6, 1970.

DEAR MR. ASSISTANT SECRETARY,

I have the honour to refer to your letter of May 6, 1970 concerning arrangements to be made with regard to certain exports of cotton textiles.

I confirm that the arrangements you propose in your letter are acceptable to my Government.

AGHA HILALY

Agha Hilaly
Ambassador

The Honourable
PHILIP H. TREZISE,
Assistant Secretary,
U.S. Department of State,
Washington D.C.

CANADA

Ionospheric Research by Satellites

Agreement amending the agreement of May 6, 1964.
Effected by exchange of notes
Signed at Ottawa May 11, 1970;
Entered into force May 11, 1970.

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

DEPARTMENT OF EXTERNAL AFFAIRS

MINISTÈRE DES AFFAIRES EXTÉRIEURES

CANADA

No. ECT-586

OTTAWA, *May 11, 1970*

EXCELLENCY,

I have the honour to refer to the exchange of Notes of May 6, 1964, [1] between the Government of Canada and the Government of the United States of America constituting an Agreement on International Satellites for Ionispheric Studies (ISIS) and to the Memorandum of Understanding of December 23, 1963, attached to the United States Note.

Pursuant to a reorganization within the Canadian Government, responsibility for the ISIS program in Canada, together with control over the research facility immediately concerned, has passed from the Defence Research Board to the Department of Communications. In order to take into account this transfer of responsibility within the Canadian Government, it is proposed that the words "Canadian Department of Communications" be substituted for the words "Canadian Defence Research Board" in the last sentence of paragraph 2 of the Note from the American Ambassador dated May 6, 1964. It is further proposed that the Memorandum of Understanding be amended as follows:

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[1] TIAS 5575; 15 UST 429.

a) the title of the Memorandum be changed to "Memorandum of Understanding between the Canadian Department of Communications and the United States National Aeronautics and Space Administration";

b) the words "Defence Research Board" and the abbreviation "DRB" be replaced respectively by "Department of Communications" and "DOC" wherever they appear in the text of the Memorandum; and

c) in paragraph 3(c), the words "Chief Scientist DRB" be replaced by "Assistant Deputy Minister (Research), Department of Communications".

I have the honour to propose that, if the foregoing amendments meet with the approval of your Government, this Note, which is authentic in English and French, and your reply to that effect, shall constitute an agreement between our two governments amending the agreement of May 6, 1964, referred to above, and that this amending agreement shall enter into force on the date of your reply.

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

MITCHELL SHARP
Secretary of State for External Affairs

His Excellency the Honourable
ADOLPH W. SCHMIDT,
Ambassador of the United States of America,
Ottawa.

French Text of the Canadian Note

DEPARTMENT OF EXTERNAL AFFAIRS — MINISTÈRE DES AFFAIRES EXTÉRIEURES

CANADA

N° ECT-586

OTTAWA, *le 11 mai 1970*

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur de me référer à l'Echange de Notes du 6 mai 1964 entre le Gouvernement du Canada et le Gouvernement des Etats-Unis d'Amérique, lequel constituait un accord relatif aux satellites internationaux pour l'étude de l'Ionosphère (ISIS) et au Mémoire d'entente du 23 décembre 1963, joint à la Note des Etats-Unis.

A la suite d'une réorganisation au sein du Gouvernement canadien, la responsabilité du programme ISIS au Canada, ainsi que le contrôle des installations de recherche qui y sont directement rattachées, a été transférée du Conseil de recherches pour la défense au ministère des Communications. Afin de tenir compte de ce transfert de responsabilités à l'intérieur du Gouvernement canadien, il est proposé que l'expression "Ministère des Communications du Canada" soit substituée à l'expression "Conseil de recherches pour la défense du Canada" dans la dernière phrase du paragraphe 2 de la note de l'Ambassadeur américain en date du 6 mai 1964. Il est aussi proposé que le Mémoire d'entente soit modifié ainsi qu'il suit:

a) le titre du Mémoire devienne "Mémoire d'entente et la United States National Aeronautics and Space Administration";

b) les mots "Conseil de recherches pour la défense" et l'abréviation "CRD" soient remplacés respectivement par "Ministère des Communications" et "MC" partout où ils figurent dans le texte du Mémoire; et

c) au paragraphe 3 *c*), les mots "Directeur scientifique du CRD" soient remplacés par les suivants: "Sousministre adjoint (pour la recherche) du ministère des Communications".

Si votre Gouvernement agrée les modifications énoncées ci-dessus, j'ai l'honneur de proposer que la présente Note, dont les versions anglaise et française font également foi, et votre réponse constituent entre nos deux Gouvernements un accord modifiant celui du 6 mai 1964, dont il est fait mention plus haut, et que cet Accord modificatif entre en vigueur à la date de votre réponse.

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

MITCHELL SHARP
Le Secrétaire d'Etat aux Affaires Extérieures

Son Excellence Monsieur ADOLPH W. SCHMIDT,
Ambassadeur des Etats-Unis d'Amérique,
Ottawa (Ontario)

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

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 85

Ottawa, May 11, 1970.

EXCELLENCY:

I have the honor to refer to Your Excellency's note of May 11, 1970, concerning amendments to the Agreement on International Satellites for Ionospheric Studies.

I am glad to confirm that the Government of the United States of America concurs in the proposals set forth in Your Excellency's note, the English and French versions of which are of equal authenticity.

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

ADOLPH W. SCHMIDT

The Honorable
MITCHELL SHARP,
Secretary of State
for External Affairs,
Ottawa.

PHILIPPINES

Agricultural Commodities

Agreement amending the agreement of March 24, 1970.
Effected by exchange of notes
Signed at Manila May 21 and 28, 1970;
Entered into force May 28, 1970.

The American Ambassador to the Secretary of Foreign Affairs of the Philippines

No. 315 MANILA, *May 21, 1970.*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments of March 24, 1970, [1] and to inform Your Excellency that in response to the Government of the Philippines' request, my Government proposes to extend the due date for the $3 million Currency Use Payment by amending Part II, Item II. 1. of the March 24, 1970 Agreement as follows: change the date "June 1, 1970" to read "June 15, 1970".

If the foregoing is acceptable to your Government, I propose that this Note and your reply thereto constitute an agreement between our two Governments effective on the date of your Note in reply.

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

HENRY A. BYROADE

His Excellency
CARLOS P. ROMULO,
Secretary of Foreign Affairs,
Manila.

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[1] TIAS 6858; *ante*, p. 1046.

The Acting Secretary of Foreign Affairs of the Philippines to the American Ambassador

MANILA, *28 May 1970*

EXCELLENCY

I have the honor to refer to your Excellency's note of May 21, 1970, which reads as follows

> "I have the honor to refer to the Agricultural Commodities Agreement between our two Governments of March 24, 1970, and to inform Your Excellency that in response to the Government of the Philippines' request, my Government proposes to extend the due date for the $3 million Currency Use Payment by amending Part II, Item II.1 of the March 24, 1970 Agreement as follows. change the date "June 1, 1970" to read "June 15, 1970."
>
> If the foregoing is acceptable to your Government, I propose that this note and your reply thereto constitute an agreement between our two Governments effective on the date of your note in reply
>
> Accept, Excellency, the renewed assurances of my highest consideration."

I have the honor to inform Your Excellency that the proposal set forth in the above-quoted note is acceptable to my Government, and that your Excellency's note and this reply constitute an agreement between our two Governments which shall be effective as of the date of this note.

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

JOSE D. INGLES

Jose D. Ingles
Acting Secretary of Foreign Affairs

His Excellency
HENRY A. BYROADE
Ambassador of the United States of America
Manila

PERU

Reciprocal Liberalization of Visa Regulations

Agreement effected by exchange of notes
Signed at Lima March 18 and April 23, 1970;
Entered into force April 23, 1970.

The Minister of Foreign Relations of Peru to the American Ambassador

NUMERO: (MIG) 6-3/10 LIMA, *18 de Marzo de 1970*

SEÑOR EMBAJADOR,

Tengo a honra referirme a la nota de esa Embajada N° 959, fechada el 26 de agosto de 1968, referente a la adopción de nuevas disposiciones por el Gobierno de los Estados Unidos de América, en vista de la aplicación de la cédula tipo "B" a los ciudadanos norteamericanos.

Después de haber considerado las circunstancias de hecho que han caracterizado el desarrollo de este asunto, el Gobierno del Perú se complace en informar a Vuestra Excelencia que no ha variado el espíritu de amistad y facilitación del intercambio de turistas entre nuestro dos países, que animaba el cambio de notas que tuvo lugar entre esta Cancillería y esa Embajada, el 8 de abril de 1956, el 26 de setiembre de 1956, el 9 de octubre de 1956, y el 4 y 7 de enero de 1957.

Es así que se ha dispuesto que tan pronto se reciba la respuesta de Vuestra Excelencia a esta nota, será sustituída la cédula tipo "B" por la cédula tipo "C" gratuita, dentro de los términos de los párrafos 4° y 5° de la nota de esta Cancillería N° (C) 6–3/3, de 7 de enero de 1957, que se refieren a los ciudadanos norteamericanos.

Es esta forma, los ciudadanos peruanos gozarán, a su vez, de las facilidades acordadas en los párrafos 2° y 3° de la nota de esa Embajada N° 99, de 9 de octubre de 1956.

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

E. MERCADO J.

Al Excmo. Señor TAYLOR GARRISON BELCHER
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América.
Ciudad.

Translation

No. (MIG) 6-3/10

LIMA, *March 18, 1970*

MR. AMBASSADOR:

I have the honor to refer to your Embassy's note No. 959 dated August 26, 1968, [1] concerning the adoption of new provisions by the Government of the United States of America in view of the application of the cedula type "B" to American citizens.

After having considered the *de facto* circumstances involved in the development of this matter, the Government of Peru is happy to inform Your Excellency that it will continue to maintain the spirit of friendship and cooperation in respect to the exchange of tourists between our two countries that inspired the exchange of notes between this Foreign Office and your Embassy on April 8, [2] 1956, September 26, 1956, October 9, 1956, and January 4, and 7, 1957. [3]

Consequently, it has been provided that upon receipt of Your Excellency's reply to this note, the cedula type "B" will be replaced by the gratis cedula type "C," pursuant to the fourth and fifth paragraphs of note No. (C) 6–3/3 of this Foreign Office dated January 7, 1957, referring to American citizens.

In the same way, Peruvian citizens will enjoy the facilities accorded in the second and third paragraphs of your Embassy's note No. 99 of October 9, 1956.

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

E. MERCADO J.

His Excellency
TAYLOR GARRISON BELCHER,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Lima.

[1] Not printed.
[2] Should read "April 6,".
[3] TIAS 3800; 8 UST 468.

The American Ambassador to the Minister of Foreign Relations of Peru

EMBASSY OF THE
UNITED STATES OF AMERICA
No. 145 *Lima, April 23, 1970*

EXCELLENCY:

I have the honor to reply to your Excellency's Note No. (MIG) 6–3/10 dated March 18, 1970.

It is the Embassy's understanding from this referenced note that, upon receipt of this reply, the cedula type "B" will be replaced by the gratis cedula type "C" for American citizens. It is also the Embassy's understanding, from recent discussions, that Peruvian consulates throughout the world will be instructed to authorize issuance of gratis temporary non-immigrant visas to American citizens, who request such a service, valid for an unlimited number of entries and for a period of four years from date of issue, and that holders of such visas will be exempted from payment of any fee for tourist cards or other travel documents. In this same spirit of traditional friendship and cooperation to further tourism, the Government of the United States will authorize consular officers to issue gratis non-immigrant visas to bearers of Peruvian passports who are qualified to receive visas, valid for four years and for an unlimited number of entries for the purpose of tourism or business.

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

TAYLOR G. BELCHER

Taylor G. Belcher

His Excellency
GENERAL EDGARDO MERCADO JARRIN,
Minister of Foreign Relations,
Lima

IRAN

Military Mission to Iran

Agreement extending the agreement of October 6, 1947, as amended and extended.
Effected by exchange of notes
Dated at Tehran October 1 and 13, 1969;
Entered into force October 13, 1969.

The Ministry of Foreign Affairs of Iran to the American Embassy

اداره چهارم سیاسی
شماره ۱۸۴۷۸/۲/۴
تاریخ ۱۳۴۸/۷/۹
پیوست -

وزارت امورخارجه

یادداشت

وزارت امورخارجه شاهنشاهی بااظهارتعارفات خود به سفارت ایالات متحده امریکا احتراماً اشعارمیدارد که مدت خدمت هیاءت مستشاران نظامی امریکائی درارتش شاهنشاهی ایران در تاریخ ۲۹ اسفندماه ۱۳۴۸ خاتمه مییابد وچون بموجب ماده ۳ — موافقتنامه منعقده چنانچه دولت شاهنشاهی ایران مایل به ادامهٔ خدمت هیاءت مستشاران مذکورباشد بایستی مراتب راقبلاً باطلاع دولت ایالات متحد امریکابرساند بدینوسیله تمایل دولت شاهنشاهی ایران مبنی برتمدید موافقتنامهٔ هیاءت فوق الذکربرای مدت یکسال دیگرازاول فروردین ماه ۱۳۴۹ باطلاع آنسفارت رسانیده میشود .

باعث کمال تشکرخواهد بود موافقت دولت ایالات متحدامریکارا باتمدید مدت خدمت مستشاران موردبحث برای یکسال ازتاریخ اول فروردین ماه ۱۳۴۹ بوزارت امورخارجه شاهنشاهی اعلام فرمایند .

موقع رابرای تجدید احترامات فائقه مغتنم میشمرد .

[SEAL]

سفارت ایالات متحد امریکا — تهران

Translation

Office: Fourth Political
Number: 4/M/18478
Date: 9/7/1348 [October 1, 1969]

Ministry of Foreign Affairs

NOTE

The Imperial Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to state that the period of service of the American Military Advisory Mission with the Imperial Army of Iran terminates on Esfand 29, 1348 [March 20, 1970]. Since, according to Article 3 of the Agreement [1] concluded, if the Imperial Government of Iran desires to continue the service of the said Advisory Mission it is required to notify the Government of the United States of America of the fact in advance, the Embassy is hereby informed of the desire of the Imperial Government of Iran to extend the Agreement of the aforesaid mission for a period of another year beginning Farvardin 1, 1349 [March 21, 1970].

It would be greatly appreciated if the Government of the United States of America would inform the Imperial Ministry of Foreign Affairs of its concurrence in the extension of the period of service of the said advisors for one year beginning Farvadin 1, 1349 [March 21, 1970].

The Ministry avails itself of the occasion to renew the assurances of its highest consideration.

[SEAL]

EMBASSY OF THE UNITED STATES OF AMERICA,
Tehran.

The American Embassy to the Ministry of Foreign Affairs of Iran

No. 897

The Embassy of the United States of America presents its compliments to the Imperial Ministry of Foreign Affairs and has the honor

[1] TIAS 1666, 1924, 2068, 6594; 61 Stat. 3306; 63 Stat. 2430; 1 UST 415; 19 UST 7511.

to refer to the Ministry's Note No. 18478 of October 1, 1969, expressing the desire of the Imperial Iranian Government to extend the Agreement of October 6, 1947, [1] concerning the United States Military Mission in Iran for the period of one year beginning March 21, 1970.

The Embassy hereby informs the Ministry that the United States Government concurs in the extension of the agreement for the period of one year beginning March 21, 1970.

The Embassy avails itself of this opportunity to renew to the Imperial Ministry of Foreign Affairs the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA,
Tehran, October 13, 1969.

[1] See footnote, p. 1322.

VIET-NAM

Agricultural Commodities

Agreement amending the agreement of March 25, 1970.
Effected by exchange of notes
Signed at Saigon June 1, 1970;
Entered into force June 1, 1970.

The American Ambassador to the Minister of Foreign Affairs of Viet-Nam

EMBASSY OF THE
UNITED STATES OF AMERICA
Saigon, June 1, 1970

No. 147

EXCELLENCY:

I have the honor to refer to the Supplementary Agricultural Commodities Agreement signed by representatives of our two Governments on March 25, 1970 [1] and to propose the following changes in Part II:

A. In Item I, Commodity Table, change $25.2 to $26.2.

B. Item II, Payment Terms (Subparagraph B, Convertibility), change $504,000 to $524,000.

All other terms and conditions of the March 25, 1970 Agreement remain the same.

If the foregoing is acceptable to your Government, I have the honor to propose that this note and your reply concurring thereto constitute an agreement between our two Governments, to be effective as of June 1, 1970.

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

ELLSWORTH BUNKER

Ellsworth Bunker
American Ambassador

His Excellency
TRAN VAN LAM
Minister of Foreign Affairs
Republic of Vietnam
Saigon, Vietnam

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[1] TIAS 6862; *ante* p. 1066.

The Minister of Foreign Affairs of Viet-Nam to the American Ambassador

REPUBLIC OF VIETNAM
MINISTRY OF FOREIGN AFFAIRS

No 3.600/EF/HT

SAIGON, *June 1, 1970*

EXCELLENCY,

I have the honor to acknowledge the receipt of Your Excellency's Note No 147 dated June 1, 1970 which reads as follows:

"I have the honor to refer to the Supplementary Agricultural Commodities Agreement signed by representatives of our two Governments on March 25, 1970 and to propose the following changes in Part II:

A. In Item I, Commodity Table, change $25.2 to $26.2.

B. Item II, Payment Terms (Subparagraph B, Convertibility), change $504,000 to $524,000.

All other terms and conditions of the March 25, 1970 Agreement remain the same.

If the foregoing is acceptable to your Government, I have the honor to propose that this note and your reply concurring thereto constitute an agreement between our two Governments, to be effective as of June 1, 1970."

I have the honor to confirm to Your Excellency my concurrence in the contents of Your Note.

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

[SEAL]

TRAN VAN LAM

Tran-Van-Lam
Minister of Foreign Affairs

His Excellency
Mr. ELLSWORTH BUNKER
Ambassador Extraordinary
and Plenipotentiary
of the United States of America
Saigon

FEDERAL REPUBLIC OF GERMANY

Air Service: Lease of Equipment; Return of Certain Items

Agreement extending the agreement of August 2, 1955, as extended.
Effected by exchange of notes
Dated at Bonn November 12, 1969, and January 30, 1970;
Entered into force January 30, 1970;
Effective August 2, 1969.

The German Ministry of Foreign Affairs to the American Embassy

AUSWÄRTIGES AMT
III A 4 - 83.78

Verbalnote

Das Auswärtige Amt beehrt sich, der Botschaft der Vereinigten Staaten von Amerika unter Bezugnahme auf seine Verbalnote vom 24. Oktober 1967 – III A 4 – 83.78 – vorzuschlagen, die Gültigkeitsdauer des Leihabkommens vom 2. August 1955, durch das die Vereinigten Staaten von Amerika der Bundesrepublik Deutschland bestimmte Ausrüstungen für den Luftverkehr überlassen hatten, nach Maßgabe der nachfolgenden Bestimmungen rückwirkend ab 2. August 1969 um ein Jahr zu verlängern:

a) Innerhalb dieser Leihperiode werden die in der als Anlage beigefügten Aufstellung J unter Pos. 1 – 9 genannten Geräte an die amerikanischen Behörden zurückgegeben werden. Die Geräte unter Pos. 7 – 9 sind bereits stillgelegt, die Geräte unter Pos. 1 – 6 werden in Kürze außer Betrieb genommen.

b) Wegen des Gerätes unter Pos. 10 der als Anlage beigefügten Aufstellung J wird die Bundesanstalt für Flugsicherung mit der United States Mission Berlin – Aeronautic Unit – Verhandlungen über eine kostenlose Übernahme führen.

Diese Verbalnote und die zustimmende Antwortnote der Vereinigten Staaten von Amerika gelten für das Bundesministerium für Verkehr der Bundesrepublik Deutschland als Vereinbarung über die weitere Verlängerung des Abkommens vom 2. August 1955 um einen weiteren Zeitabschnitt vom 2. August 1969 bis zum 1. August 1970.

Das Auswärtige Amt benutzt diesen Anlaß, die Botschaft der Vereinigten Staaten von Amerika erneut seiner ausgezeichneten Hochachtung zu versichern.

BONN, *den 12. November 1969*

[SEAL]

AN DIE
BOTSCHAFT DER
VEREINIGTEN STAATEN VON AMERIKA

FEDERAL AGENCY FOR AIR TRAFFIC SERVICES
HEADQUARTERS

III 4 c - Az. 0441

FRANKFURT/MAIN, *Oct. 20, 1969*
KN

SCHEDULE J

Listing US Air Navigation Equipment Required for an Additional Lease Period by the Federal Agency for Air Traffic Services

(August 1, 1969–July 31, 1970)

Current No.	CAD No.	Item	Serial No.	German Nomenclature	Present Location	Competent Customs Agency
1	111 004	Transmitter BC 400	264	Sender	FS-Leitstelle Frankfurt/M. Aussenstelle Idstein	Frankfurt/M.
2	411 006	Transmitter BC 400	117	Sender	FS-Leitstelle Frankfurt/M. Aussenstelle Idstein	Frankfurt/M.
3	411 007	Transmittef BC 446	230	Sender	FS-Leitstelle Frankfurt/M. Aussenstelle Idstein	Frankfurt/M.
4	411 008	Transmitter BC 446	280	Sender	FS-Leitstelle Frankfurt/M. Aussenstelle Idstein	Frankfurt/M.
5	411 416	Transformer TF A	733-2044	Transformator	FS-Leitstelle Frankfurt/M. Aussenstelle Idstein	Frankfurt/M.
6	411 440	Antenna Assembly for Range		Antenne für Range	FS-Leitstelle Frankfurt/M. Aussenstelle Idstein	Frankfurt/M.
7	511 002	Transmitter BC 446	185	Sender	FS-Stelle Stuttgart Aussenstelle Tango	Frankfurt/M.
8	511 003	Transmitter BC 446	241	Sender	FS-Stelle Stuttgart Aussenstelle Tango	Frankfurt/M.
9	511 360	Antenna Assy for BC 446		Antenne	FS-Stelle Stuttgart Aussenstelle Tango	Frankfurt/M.
10	511 271	Antenna Tower Steel, 90 Ft		Antennenturm	FS-Leitstelle Müuchen Funkfeuer Poing	Frankfurt/M.

Translation

MINISTRY OF FOREIGN AFFAIRS
III A 4 - 83.78

NOTE VERBALE

The Ministry of Foreign Affairs has the honor to propose to the Embassy of the United States of America, with reference to its Note Verbale of October 24, 1967 – III A 4 – 83.78, [1] that the terms of the Lease Agreement of August 2, 1955, [1] under which the United States of America leased certain air navigation to the Federal Republic of Germany, be extended for one year, retroactive to August 2, 1969, subject to the following provisions:

a) The equipment specified under items 1 through 9 in List J attached hereto as an Annex shall be returned to the United States authorities during this lease period. The equipment under items 7 through 9 has already been withdrawn from service and the equipment under items 1 through 6 will be taken out of operation shortly.

b) With respect to the equipment under item 10 of List J attached hereto as an Annex, the Federal Agency for Air Traffic Services will enter into negotiations with the United States Mission Berlin – Aeronautic Unit – with a view to the transfer of such equipment free of charge.

This Note Verbale and the concurring reply of the United States of America will be considered by the Ministry of Transport of the Federal Republic of Germany as constituting an agreement providing for further extension of the Agreement of August 2, 1955, to cover an additional period from August 2, 1969 to August 1, 1970.

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurance of its distinguished consideration.

BONN, *November 12, 1969*

[SEAL]

THE EMBASSY OF THE
UNITED STATES OF AMERICA

[1] TIAS 3464, 4062, 4490, 4854, 5406, 5905, 6373; 6 UST 6111; 9 UST 958; 11 UST 1476; 12 UST 1350; 14 UST 1069; 16 UST 1760; 18 UST 2845.

The American Embassy to the German Ministry of Foreign Affairs

No. 28

The Embassy of the United States of America presents its compliments to the Auswärtiges Amt and has the honor with reference to the Note Verbale III A 4 – 83.78 of November 12, 1969, to state the following:

The United States Government is prepared to extend the terms of the lease agreement signed at Bonn on August 2, 1955, under which the United States leased certain air navigation equipment to the Federal Republic of Germany, for an additional period of one year with respect to the items of property listed in Schedule J, which forms Annex A of this Note.

It is understood and agreed that during the period of extension, equipment listed under positions 1 through 9 of Annex A to this Note will be returned to United States authorities. The proposed transfer of the equipment listed under position 10 of Annex A to this Note will be the subject of a separate communication.

This Note and the reply of the Federal Republic of Germany concurring therein will be considered by the United States as constituting an agreement providing for further extension of the terms of the Agreement of August 2, 1955, to cover an additional period from August 2, 1969, through August 1, 1970.

Enclosure: [1]
Annex A

EMBASSY OF THE UNITED STATES OF AMERICA
Bonn, January 30, 1970

[1] Not printed. For the identical text, see p. 1328.

JAPAN

Mutual Defense Assistance: Cash Contribution by Japan

Arrangement relating to the agreement of March 8, 1954.
Effected by exchange of notes
Signed at Tokyo May 29, 1970;
Entered into force May 29, 1970.

アメリカ合衆国特命全権大使
アーミン・H・マイヤー閣下

日本国外務大臣
愛知揆一

政府が提供すべき金銭負担の額を、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、三千四百五十九万五千円（三四、五九五、〇〇〇円）をこえないものとすることを提案する光栄を有します。

貴国政府が前記の提案を受諾されるときは、この書簡及び受諾を表明される閣下の返簡は、日本国の昭和四十五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に関する両政府の間の取極を構成するものと認めることといたします。

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。

千九百七十年五月二十九日

The Minister for Foreign Affairs of Japan to the American Ambassador [1]

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の規定は、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。

また、同協定附属書G3の規定は、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、さらに、昭和四十五年四月一日から昭和四十六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

[1] For the English language translation, see p. 1334.

The American Ambassador to the Minister for Foreign Affairs of Japan

No. 318 TOKYO, *May 29, 1970*

EXCELLENCY:

I have the honor to refer to Your Excellency's Note of May 29, 1970 which reads as follows:

"I have the honour 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 this 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 such Agreement.

Paragraph 3 of Annex G of the said 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 further the honour to propose that, in consideration of the contributions in kind to be made available by the Government of Japan during the Japanese fiscal year from April 1, 1970 to March 31, 1971, the amount of the cash contribution to be made available by the Government of Japan for such fiscal year shall not exceed thirty-four million and five hundred ninety five thousand yen (¥34,595,000).

If the foregoing proposal is acceptable to your Government, this Note and your reply of acceptance shall be considered as constituting an arrangement between our two Governments on the amount of cash contribution to be made available by the Government of Japan for the Japanese fiscal year 1970.

I have further the honor to inform Your Excellency that the above proposal of the Government of Japan is acceptable to the Government of the United States of America and that Your Excellency's Note and this reply are considered as an arrangement between our two Governments on the amount of the cash contribution to be made available by the Government of Japan for the Japanese fiscal year 1970.

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

ARMIN H. MEYER

His Excellency,
KIICHI AICHI,
Minister for Foreign Affairs,
Tokyo.

[1] TIAS 2957; 5 UST 661.

POLAND

Fisheries in the Western Region of the Middle Atlantic Ocean

Agreement signed at Washington June 13, 1970; Entered into force June 13, 1970. With exchange of letters.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE POLISH PEOPLE'S REPUBLIC
REGARDING FISHERIES IN THE WESTERN REGION OF
THE MIDDLE ATLANTIC OCEAN

The Government of the United States of America and the Government of the Polish People's Republic, continuing to recognize the necessity of conducting fisheries on a rational basis with due regard for the status of stocks of fish and in accordance with the results of scientific research, and taking into account the need for widening and coordinating scientific research in the field of fisheries and for the mutual exchange of the results of such research,

Have agreed on the following provisions as an extension and amendment of the Agreement signed on June 12, 1969[1] at Warsaw:

[1] TIAS 6704; 20 UST 884.

Article 1

1. The Government of the United States of America and the Government of the Polish People's Republic consider it desirable to expand research pertaining to the species of fish of interest to both parties. Such research will be conducted according to national programs as well as mutually agreed research programs.

2. The competent agencies of both Governments shall ensure the following:

a. An exchange of scientific and statistical data, publications and the results of fishery research concerning the area covered by this Agreement;

b. To the extent possible, meetings of scientists of both countries as well as the participation of the scientists of one country in fishery research conducted by the vessels of the other country.

3. Each Government shall take the appropriate steps to assure cooperation among appropriate institutions in the field of fishery research.

Article 2

1. Each Government will take appropriate measures for the purpose of maintaining the fish stocks. For this reason, each Government shall ensure that its citizens and vessels will:

a. Refrain from fishing during the period from January 1 through April 15 in the area bounded by straight lines connecting the following coordinates:

North Latitude	West Longitude
40°05'	71°40'
39°50'	71°40'
37°50'	74°00'
37°50'	74°25'
39°40'	72°40'

b. Refrain from conducting specialized fisheries in all instances for scup, flounders, red hake, silver hake, menhaden, black sea bass, and river herring in the waters situated west and south of Sub-area 5 of the Area of the International Convention for the Northwest Atlantic Fisheries, signed in Washington on February 8, 1949, [1] and north of the parallel of 34° North Latitude;

c. Limit, in the area specified in sub-paragraph b. of this paragraph, their incidental catch of scup, flounders, red hake, silver hake, menhaden, black sea bass and river herring to a maximum total of one thousand three hundred metric tons per annum, provided that no more than one-third of such incidental catch shall be of any one of the species mentioned above. Incidental catch is that catch taken unintentionally when conducting specialized fisheries for other species.

2. The provisions of this Article shall not apply to vessels under 110 feet in length and to vessels fishing for crustacea or molluscs.

Article 3

Both Governments will take appropriate measures to assure that their citizens and vessels will, in the waters covered by this Agreement, conduct their fishing with due regard for the conservation of the stocks of fish.

[1] TIAS 2089; 1 UST 488.

Article 4

Polish fishing vessels may conduct loading operations in the waters of the nine-mile fishery zone contiguous to the territorial sea of the United States of America in the areas bounded by straight lines connecting the following coordinates:

a. during the period from November 15 to May 15

North Latitude	West Longitude
40°40'55"	72°40'00"
40°42'02"	72°36'16"
40°35'34"	72°36'16"
40°34'31"	72°40'00"

b. during the period from September 15 to May 15

North Latitude	West Longitude
39°09'00"	74°32'00"
39°11'30"	74°30'00"
39°08'00"	74°24'00"
39°05'30"	74°26'00"

c. during the period from September 15 to May 15

North Latitude	West Longitude
37°26'30"	75°32'00"
37°29'30"	75°30'30"
37°27'30"	75°23'30"
37°24'30"	75°25'00"

Polish fishing vessels may conduct such loading operations with other Polish vessels and vessels of other states with which the United States maintains diplomatic relations, provided that the latter vessels are under charter or contract to a Polish fishing company for such loading operations.

Article 5

1. Each Government will facilitate and provide for appropriate entry into ports for fishing vessels, fishery support vessels, and research vessels of the other country. This shall include the procedure for presenting crew lists for the above-mentioned vessels and to the providing of fresh water, fuel, provisions and repairs.

2. At the request of either Government, specific measures and conditions may be agreed in furtherance of this Article, which shall constitute an integral part of this Agreement.

Article 6

Both Governments consider it useful to arrange for visits of fisheries representatives of the two countries to each other's fishing vessels operating in the area covered by this Agreement. Such visits may be arranged as mutually agreed in each particular case by the Regional Director of the United States Bureau of Commercial Fisheries in Gloucester, Massachusetts and the chiefs of the fishing fleets of the Deep Sea Fisheries Enterprise and Fishery Services "DALMOR" in Gdynia, "ODRA" in Swinoujscie, or "GRYF" in Szczecin, within the range of their competence.

Article 7

Nothing in this Agreement shall be interpreted as prejudicing the views of either Government with regard to the principle of freedom of fishing on the high seas.

Article 8

1. The present Agreement shall enter into force on the date of signature.

2. The present Agreement shall remain in force through September 30, 1971.

3. Representatives of the two Governments will meet at a mutually convenient time prior to the expiration of the period of validity of this Agreement to review the effectiveness of this Agreement and to decide on future arrangements.

IN WITNESS WHEREOF the undersigned, being duly authorized for this purpose, have signed this Agreement and affixed seals thereto.

DONE in Washington, June 13, 1970, in duplicate, in English and Polish, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Donald L. McKernan [1]

FOR THE GOVERNMENT OF THE POLISH PEOPLE'S REPUBLIC:

[2]

[1] Donald L. McKernan.

[2] Romuald Pietraszek.

P O R O Z U M I E N I E

między Rządem Stanów Zjednoczonych Ameryki a Rządem Polskiej Rzeczypospolitej Ludowej w sprawie rybołówstwa w zachodniej części Środkowego Oceanu Atlantyckiego.

Rząd Stanów Zjednoczonych Ameryki i Rząd Polskiej Rzeczypospolitej Ludowej, uznając nadal za celowe uprawianie rybołówstwa na racjonalnych podstawach z uwzględnieniem stanu zasobów ryb i zgodnie z rezultatami badań naukowych oraz biorąc pod uwagę potrzebę rozszerzenia i koordynowania badań naukowych w dziedzinie rybołówstwa jak również wzajemnej wymiany wyników tych badań,

zgodziły się na następujące postanowienia, jako przedłużenie i uzupełnienie Porozumienia, podpisanego w Warszawie w dniu 12 czerwca 1969 roku.

Artykuł 1

1. Rząd Stanów Zjednoczonych Ameryki i Rząd Polskiej Rzeczypospolitej Ludowej uznają za pożądane rozszerzenie badań naukowych, dotyczących gatunków ryb stanowiących przedmiot zainteresowania Umawiających się Stron. Badania te będą prowadzone zgodnie z własnymi programami każdej ze Stron jak również w oparciu o wspólnie uzgadniane programy badań.

2. Właściwe instytucje Umawiających się Stron zapewnią:

a/ wymianę danych naukowych i statystycznych oraz publikacji i wyników badań rybackich, dotyczących obszarów objętych niniejszym Porozumieniem;

b/ w miarę możliwości spotkania naukowców obu krajów oraz

udział naukowców jednego kraju w badaniach rybackich prowadzonych przez statki drugiego kraju.

3. Każda z Umawiających się Stron podejmie odpowiednie kroki zmierzające do zapewnienia współpracy między właściwymi instytucjami w zakresie badań rybackich.

Artykuł 2

1. Każda z Umawiających się Stron podejmie właściwe środki dla ochrony zasobów rybnych. W tym celu każda ze Stron zapewni, że jej obywatele i statki:

a/ nie będą uprawiały rybołówstwa w okresie od 1 stycznia do 15 kwietnia włącznie, na obszarach ograniczonych liniami prostymi łączącymi następujące współrzędne geograficzne:

szerokości północnej	długości zachodniej
40° 05′	71° 40′
39° 50′	71° 40′
37° 50′	74° 00′
37° 50′	74° 25′
39° 40′	72° 40′

b/ nie będą uprawiały wszelkiego rodzaju wyspecjalizowanych połowów dorady, płastugi, morszczuka, czerwonego miętusa, menhadena, Centropristis Striatus oraz śledzia rzecznego /river herring/ - w wodach położonych na zachód i południe od piątego podobszaru Międzynarodowej Konwencji o rybołówstwie na Północno-Zachodnim Atlantyku, sporządzonej w Waszyngtonie w dniu 8 lutego 1949 roku, oraz na północ od 54° szerokości północnej;

c/ nie będą zwiększać na obszarze określonym w punkcie b/ przy-

łowu dorady, płastugi, morszczuka, czerwonego miętusa, menhadena, Centropristis Striatus oraz śledzia rzecznego /river herring/ - ponad ilość tysiąca trzystu ton metrycznych rocznie, przy czym nie więcej niż jedna trzecia tego przyłowu może składać się z wyżej wymienionych gatunków. Przez przyłów rozumiemy tu niezamierzony połów uzyskany w trakcie prowadzenia wyspecjalizowanego rybołówstwa mającego na celu łowienie innych gatunków ryb.

2. Postanowienia niniejszego artykułu nie dotyczą statków o długości mniejszej niż 110 stóp oraz statków poławiających skorupiaki i mięczaki.

Artykuł 3

Obie Umawiające się Strony podejmą odpowiednie środki w celu zapewnienia, aby połowy dokonywane przez ich obywateli i statki na wodach objętych niniejszym Porozumieniem były prowadzone z należytym uwzględnieniem potrzeby ochrony zasobów rybnych.

Artykuł 4

Polskie statki rybackie mogą dokonywać przeładunków na wodach dziewięciomilowej strefy rybołówstwa morskiego przyległej do morza terytorialnego Stanów Zjednoczonych Ameryki, na obszarach ograniczonych prostymi liniami łączącymi następujące współrzędne geograficzne:

a/ w okresie od 15 listopada do 15 maja

szerokości północnej	długości zachodniej
40° 40′ 55″	72° 40′ 00″
40° 42′ 02″	72° 36′ 16″
40° 35′ 34″	72° 36′ 16″
40° 34′ 31″	72° 40′ 00″

b/ w okresie od 15 września do 15 maja

szerokości północnej	długości zachodniej
39° 09′ 00″	74° 32′ 00″
39° 11′ 30″	74° 30′ 00″
39° 08′ 00″	74° 24′ 00″
39° 05′ 30″	74° 26′ 00″

c/ w okresie od 15 września do 15 maja

szerokości północnej	długości zachodniej
37° 26′ 30″	75° 32′ 00″
37° 29′ 30″	75° 30′ 30″
37° 27′ 30″	75° 23′ 30″
37° 24′ 30″	75° 25′ 00″

Polskie statki rybackie mogą dokonywać wspomnianych wyżej przeładunków z innymi statkami polskimi oraz ze statkami innych państw, z którymi Stany Zjednoczone Ameryki utrzymują stosunki dyplomatyczne, z tym, że statki te są zaczarterowane lub zakontraktowane przez polskie przedsiębiorstwo rybackie w celu dokonania takich przeładunków.

Artykuł 5

1. Każda z Umawiających się Stron ułatwi i zapewni odpowiednie zawijanie do jej portów statków rybackich używanych do połowów, pomocniczych statków rybackich i statków badawczych drugiego kraju. Ułatwienia te będą obejmowały tryb zgłaszania list załóg wspomnianych wyżej statków oraz zaopatrzenie ich w wodę, paliwo, prowiant, jak również remonty tych statków.

2. Na prośbę jednej z Umawiających się Stron mogą być uzgodnione szczegółowe środki i warunki dla zapewnienia realizacji postanowień niniejszego artykułu, przy czym uzgodnienia te stanowić będą integralną część niniejszego Porozumienia.

Artykuł 6

Obie Umawiające się Strony uznają za pożyteczne organizowanie wizyt przedstawicieli rybołówstwa obu krajów na ich statkach rybackich, działających na obszarach wód objętych niniejszym Porozumieniem. Wizyty takie mogą być organizowane pod warunkiem osiągnięcia w każdym przypadku porozumienia, ze strony amerykańskiej przez okręgowego dyrektora Urzędu Rybołówstwa Stanów Zjednoczonych w Gloucester, Massachusetts, a ze strony polskiej przez kierowników flot rybackich, należących do przedsiębiorstw połowów dalekomorskich i usług rybackich "Dalmor" w Gdyni, "Odra" w Swinoujściu lub "Gryf" w Szczecinie - w zakresie ich właściwości.

Artykuł 7

Żadne z postanowień niniejszego Porozumienia nie może być uważane za naruszenie poglądów którejkolwiek z Umawiających się Stron na zasadę wolności rybołówstwa na pełnym morzu.

Artykuł 8

1. Niniejsze Porozumienie wchodzi w życie z dniem podpisania.

2. Niniejsze Porozumienie zostaje zawarte na okres do 30 września 1971 roku.

3. Przedstawiciele obu Umawiających się Stron spotkają się przed upływem ważności niniejszego Porozumienia, w terminie dogodnym dla obu Stron, dla zbadania jego skuteczności i ustalenia postępowania na przyszłość.

Na dowód czego Pełnomocnicy obu Umawiających się Stron podpisali niniejsze Porozumienie oraz opatrzyli je pieczęciami.

Sporządzono w Waszyngtonie dnia 13 czerwca 1970 roku, w dwóch egzemplarzach, każdy w językach angielskim i polskim, przy czym obydwa teksty mają jednakową moc.

Z upoważnienie
Rządu
Stanów Zjednoczonych Ameryki

Donald L. McKernan

[SEAL]

Z upoważnienia
Rządu
Polskiej Rzeczypospolitej Ludowej

[SEAL]

[Exchange of Letters]

DEPARTMENT OF STATE
WASHINGTON, D.C. 20520

JUNE 13, 1970

DEAR MR. MINISTER:

In connection with the signing today of an Agreement Between the Government of the United States of America and the Government of the Polish People's Republic Regarding Fisheries in the Western Region of the Middle Atlantic Ocean, I have the pleasure to confirm the following understandings in furtherance of the aforesaid Agreement:

1. The provisions of Article 5 of the Agreement shall apply to entry of Polish fishing vessels or fishery support vessels into each of the United States Middle Atlantic Ports of Baltimore, New York, Norfolk, and Philadelphia provided that only one such vessel may be in each port at any one time unless two such vessels enter and moor together. The provisions of Article 5 shall also apply to the entry of at least two such vessels each month into the Port of Boston, provided that only one such vessel may be in this port at any one time unless two such vessels enter and moor together. In addition, and without regard to the foregoing, special provisions shall be made in furtherance of Article 5 of the Agreement regarding the entry of Polish research vessels which are engaged in a mutually agreed research program in accordance with the terms of Article 1 of the Agreement.

2. The Government of the United States will accept applications for entry into ports pursuant to Article 5 of the Agreement either at the American Embassy in Warsaw or at the Department of State in Washington at least seven days prior to entry. Application may be made in Washington either by the Polish Embassy or by a commercial shipping agent designated by the appropriate Polish authorities.

3. The Government of the United States at its Embassy in Warsaw will accept crew lists prior to departure of vessels from Polish ports, in application for visas valid for a period of six months and for multiple entries into United States ports pursuant to the provisions of Article 5 of the Agreement. A crew list submitted at least 21 days prior to the first entry of a vessel into a port of the United States pursuant to the provisions of Article 5 of the Agreement will be accepted in conjunction with one or more requests for shore leave during the period of validity of the visas. Submission of an amended (supplemental) crew list subsequent to departure of a vessel from Polish ports will also be subject to the provisions of this paragraph, provided that visas

issued thereunder shall only be valid for six months from the date of issuance of the original crew list visa.

4. Subject to the provisions of the Agreement and this letter, it is understood that the entry of Polish vessels into United States ports is subject to the applicable laws and regulations of the United States.

5. Each of the above understandings may be modified by mutual consent at any time.

In addition to the above understandings, I have the pleasure to confirm the following further understandings:

6. In cases where a Polish seaman is evacuated from his vessel to the United States for the purpose of emergency medical treatment, the Polish authorities will ensure that the seaman departs from the United States within seven days after his release from the hospital. During the period that the seaman is in the United States, he shall remain under the supervision of a local agent for the Polish fishing company.

7. Both delegations agreed that the establishment of a voluntary enforcement system for the area of the Agreement modeled on the Scheme of Joint International Enforcement adopted by ICNAF at its Twentieth Annual Meeting in 1970 is useful and desirable. The details of the proposed enforcement scheme will be set forth in an exchange of notes in the near future.

8. Certain other fisheries conservation problems were discussed by the two delegations and a general understanding was reached by the two parties.

This letter and your reply will supersede my letter of June 12, 1969[1] to Minister Perkowicz and his reply of the same day.

I would be pleased to receive your confirmation of the above understandings.

Please accept, Mr. Minister, the assurances of my highest consideration.

DONALD L. MCKERNAN

Donald L. McKernan
Chairman, Delegation of the United States of America

His Excellency
ROMUALD PIETRASZEK,
Chairman of the Delegation of the Government of the Polish People's Republic

[1] TIAS 6704; 20 UST 893.

WASZYNGTON, *dnia 13 czerwca 1970 roku*

SZANOWNY PANIE AMBASADORZE,

Mam zaszczyt potwierdzić odbiór Pańskiego listu z dnia dzisiejszego o następującej treści:

"W związku z podpisaniem w dniu dzisiejszym Porozumienia między Rządem Stanów Zjednoczonych Ameryki a Rządem Polskiej Rzeczypospolitel Ludowej w sprawie rybołówstawa w zachodniej części Środkowego Oceanu Atlantyckiegomam zaszczyt potwierdzić następujące uzgodnienia, dokonane dla realizacji tego Porozumienia:

1. Postanowienia artykułu 5 Porozumienia mają zastosowanie do zawinięć polskich statków rybackich lub polskich pomocniczych statków rybackich do każdego z następujących portów Stanów Zjednoczonych, położonych na wybrzeżu Środkowego Atlantyku, a mianowicie do Baltimore, Nowego Jorku, Norfolku i Filadelfii, z zastrzeżeniem, że w każdym z tych portów nie może znajdować się w danym momencie więcej niż jeden z tych statków, chyba, że dwa statki zawiną równocześnie i zacumują razem.

Postanowienia artykułu 5 będą miały zastosowanie również do zawinięć przynajmniej dwóch takich statków miesięcznie do portu Boston, pod warunkiem, że tylko jeden statek może znajdować się w tym porcie w danym momencie, chyba, że dwa statki zawiną równocześnie i zacumują razem.

Dodatkowo i niezależnie od powyższych postanowień zostaną dokonane specjalne ustalenia dla realizacji artykułu 5 Porozumienia, dotyczące zawinięć polskich statków badawczych, biorących udział w programie badawczym uzgodnionym wspólnie, zgodnie z postanowieniami artykułu 1 Porozumienia.

2. Rząd Stanów Zjednoczonych Ameryki zaakceptuje wnioski o zawinięcia do portów, zgodnie z artykułem 5 Porozumienia, zgłaszane w Ambasadzie Stanów Zjednoczonych w Warszawie lub w Departamencie Stanu w Waszyngtonie, przynajmniej na siedem dni przed datą zawinięcia statku. Wnioski takie mogą być składane w Waszyngtonie przez Ambasadę Polskiej Rzeczypospolitej Ludowej lub przez agenta żeglugowego, wyznaczonego przez właściwe władze polskie.

3. Rząd Stanów Zjednoczonych będzie przyjmował za pośrednictwem swej Ambasady w Warszawie listy załóg, składane przed opuszczeniem przez statek polskiego portu, jako wnioski o wielokrotne wizy ważne na okres sześciu miesięcy, do portów Stanów Zjednoczonych, zgodnie z postanowieniami artykułu 5 Porozumienia.

Lista załogi przedłożona przynajmniej na 21 dni przed pierwszym zawinięciem statku do portu Stanów Zjednoczonych Ameryki, zgodnie z postanowieniami artykułu 5 Porozumienia, będzie zaakceptowana łącznie z wnioskiem lub wnioskami o zejście na ląd w okresie ważności wiz.

Przedłożenie poprawionej /dodatkowej/ listy załogi, które nastąpi po opuszczeniu portu polskiego przez statek, będzie również podlegać

postanowieniom niniejszego ustępu z zastrzeżeniem, że wizy wydane zgodnie z tą procedurą będą ważne tylko w ciągu sześciu miesięcy od daty wystawienia wizy, wydanej na podstawie pierwszej listy załogi.

4. Z zastrzeżeniem postanowień Porozumienia oraz niniejszego listu, Umawiające się Strony uważają, że zawijanie polskich statków do portów Stanów Zjednoczonych będzie odbywało się z uwzględnieniem odpowiednich ustaw i zarządzeń Stanów Zjednoczonych.

5. Powyższe uzgodnienia mogą być zmienione w każdym czasie za wzajemnę zgodą.

Dodatkowo do powyższych uzgodnień, mam przyjemność potwierdzić następujące dalsze uzgodnienia:

6. W przypadku, w którym polski marynarz będzie wyokrętowany ze swego statku do Stanów Zjednoczonych w celu uzyskania pilnej pomocy lekarskiej, polski władze zapewnią, że marynarz ten opuści Stany Zjednoczone w ciągu siedmiu dni od zwolnienia go ze szpitala. W czasie, w którym marynarz ten będzie przebywał na terytorium Stanów Zjednoczonych, pozostanie on tam pod nadzorem miejscowego agenta polskiego przedsiębiorstwa rybackiego.

7. Obie delegacje zgadzają się, że pożyteczne i celowe byłoby ustanowienie dla obszaru objętego Porozumieniem, dobrowolnego systemu inspekcji opartego na programie wspólnej inspekcji międzynarodowej, przyjętym na dwudziestej dorocznej sesji ICNAF w 1970 roku.

Szczegóły proponowanego systemu inspekcji zostaną ustalone w niedługim czasie w drodze wymiany not.

8. Obie delegacje przedyskutówały pewne inne problemy związane z ochroną ryb, osiągając ogólne porozumienie w tych sprawach.

Niniejszy list i odpowiedź Pana zastąpią mój list do Ministra Perkowicza z dnia 12 czerwca 1969 roku oraz jego odpowiedź z tego samego dnia.

Uprzejmie proszę o potwierdzenie powyższych uzgodnień.

Proszę przyjąć, Panie Ministrze, wyrazy mego głębokiego szacunku."

Niniejszym mam zaszczyt potwierdzić odbiór powyższego listu i zawarte w nim uzgodnienia.

Proszę przyjąć, Panie Ambasadorze, zapewnienia o mym głębokim szacunku.

Romuald Pietraszek
Przewodniczący Delegacji
Rządu
Polskiej Rzeczypospolitel Ludowej

Jego Ekscelencja DONALD L. MCKERNAN
Przewodniczący Delegacji
Rządu Stanów Zjednoczonych Ameryki

Translation

WARSAW, *June 13, 1970*

DEAR MR. AMBASSADOR:

I have the honor to confirm the receipt of your letter of this date of the following content:

[For the English language text, see p. 1347.]

I herewith have the honor to confirm the receipt of the above letter and the contents contained therein.

Please accept, Mr. Ambassador, the assurances of my highest consideration.

ROMUALD PIETRASZEK

Romuald Pietraszek
Head of Delegation of the
Polish People's Republic

His Excellency
DONALD L. MCKERNAN,
Head of Delegation of the Government
of the United States of America.

GHANA

Agricultural Commodities

Agreement signed at Accra June 22, 1970; Entered into force June 22, 1970.

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

The Government of the United States of America and the Government of Ghana have agreed to the sale of agricultural commodities below. This agreement shall consist of the Preamble, Parts I and III, the Convertible Local Currency Credit Annex of the January 3, 1968 [1] agreement and the Local Currency Annex of the March 3, 1967 [2] agreement, together with the following Part II:

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table:

Commodity	Supply Period (United States Fiscal Year)	Approximate Maximum Quantity	Maximum Export Market Value (1,000)
A. Convertible Local Currency Credit			
Nonfat dry milk	1970	132 metric tons	$27. 6
Nonfat dry milk	1971	490 metric tons	102. 6
Wheat/wheat flour	1970	14, 000 metric tons	860. 3
Wheat/wheat flour	1971	38, 400 metric tons	2, 359. 7
Cotton, upland	1971	40, 000 bales	4, 680. 0
Tallow, inedible	1971	7, 200 metric tons	1, 296. 0
Soybean/cottonseed oil	1971	1, 750 metric tons	466. 0
		SUBTOTAL	$9, 792. 2

[1] TIAS 6453; 19 UST 4645.
[2] TIAS 6245; 18 UST 369.

Commodity	Supply Period (United States Fiscal Year)	Approximate Maximum Quantity	Maximum Export Market Value (1,000)
B. Local Currency			
Nonfat dry milk	1970	56 metric tons	$11. 7
Nonfat dry milk	1971	122 metric tons	27. 4
Wheat/wheat flour	1970	6, 000 metric tons	368. 7
Wheat/wheat flour	1971	9, 600 metric tons	589. 9
Cotton, upland	1971	10, 000 bales	1, 170. 0
Tallow, inedible	1971	1, 800 metric tons	324. 0
		SUBTOTAL	$2, 491. 7
		TOTAL	$12, 283. 9

ITEM II. Payment Terms:

A. Convertible Local Currency Credit Terms

1. Initial Payment – FY 70, 4.9 percent; FY 71, 4.3 percent
2. Number of Installment Payments – 31
3. Amount of Each Installment Payment – Approximately equal annual amounts
4. Due Date of First Installment Payment – 10 years after date of last delivery of commodities in any calendar year
5. Initial Interest Rate – 2 percent
6. Continuing Interest Rate – 3 percent

B. Local Currency Terms

1. Initial Payment – FY 70, 4.9 percent; FY 71, 4.3 percent
2. Proportions of Local Currency Indicated for Specified Purposes

a. U.S. expenditures	20 percent
b. Section 104(e)	10 percent
c. Section 104(f) loans and/or 104(h) grants	70 percent

3. Convertibility

a. Section 104(b)(1) Fiscal Year 1970 – $7,600; Fiscal Year 1971 – $42,300
b. Section 104(b)(2) Fiscal Year 1970 – $7,600; Fiscal Year 1971 – $42,300

ITEM III. Usual Marketing Table

Commodity	Import Period (United States Fiscal Year)	Usual Marketing Requirement
Wheat/wheat flour	January 1–June 30, 1970	21, 000 metric tons
Wheat/wheat flour	1971	42, 000 metric tons
Tallow, inedible	1971	12, 000 metric tons (of which at least 8,700 shall be from the U.S.)
Nonfat dry milk	January 1–June 30, 1970	225 metric tons
Nonfat dry milk	1971	450 metric tons
Cotton, upland	1971	3, 000 bales from U.S.
Edible vegetable oils	1971	2, 800 metric tons

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ITEM IV. Export Limitations:

A. The export limitation period shall begin with the effective date of the agreement and end on the final date on which said commodities financed under this agreement are being imported or utilized.

B. For the purposes of Part I, Article III A 3, of the agreement, the commodities considered to be the same as, or like, the commodities imported under this agreement are: for nonfat dry milk – nonfat dry milk and/or canned milk; for soybean oil/cottonseed oil – soybean oil/cottonseed oil and palm oil; for upland cotton – upland cotton and products thereof; for wheat/wheat flour – wheat/wheat flour and products thereof; for tallow inedible – tallow, inedible and tallow, edible.

C. Permissible Exports

Commodity	Quantity	Period During Which Such Exports Are Permitted
Sheanut butter	2,500 metric tons	Fiscal Year 1971
Sheanut oil	50 metric tons	Fiscal Year 1971

ITEM V. Self-Help Measures

The Government of the importing country agrees to:

1. Establish policies and programs which will make rice production more profitable, especially for small farmers. A program designed to achieve self-sufficiency by the end of the next four year development plan should be implemented which would include (a) increasing the supply of improved rice seed, (b) improving drying, hulling and storage techniques so that domestic rice will satisfy urban consumer demand, (c) evaluating the influence of rice imports and marketing of domestically produced rice.
2. Continue implementation of the National Feeder Road Program and improve on the present rehabilitation and maintenance program for the related secondary and primary systems.
3. Continue its efforts to improve the formulation and administration of the Development Budget, for the purpose of insuring an orderly flow of resources to priority development activities.

ITEM VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be Used:

For purposes specified in Item V and for other economic development purposes as may be mutually agreed upon.

ITEM VII. Other Provisions

A. Ocean Freight Financing

The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in U.S. flag vessels. But notwithstanding the provisions of paragraph 1 of the dollar credit annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

B. Official Travel

In addition to any local currency authorized for sale under Section 104(j) of the Act, [1] the Government of the exporting country may utilize any local currency in the importing country to pay for travel which is part of a trip in which the traveller travels from, to or through the importing country. These funds (but not the sales under Section 104(j)) are intended to cover travel by persons who are travelling on official business for the Government of the exporting country or in connection with activities financed by the Government of the exporting country. The travel for which local currency may be utilized shall not be limited to service provided by the transportation facilities of the importing country.

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

DONE at Accra, Ghana, in duplicate, this twenty-second day of June, 1970.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA	FOR THE GOVERNMENT OF GHANA
THOMAS W. MCELHINEY	J. H. MENSAH
Thomas W. McElhiney	J. H. Mensah

[1] 80 Stat. 1531; 7 U.S.C. § 1704(j).

FEDERAL REPUBLIC OF GERMANY

Education: Financing of Exchange Programs

Agreement supplementing the agreement of November 20, 1962, as amended.
Effected by exchange of notes
Dated at Bonn and Bonn-Bad Godesberg March 11 and June 5, 1970;
Entered into force June 5, 1970.

The Ministry of Foreign Affairs of the Federal Republic of Germany to the American Embassy

AUSWÄRTIGES AMT

IV 5-83-73/1-0

VERBALNOTE

Das Auswärtige Amt beehrt sich, auf die das Fulbright-Abkommen vom 20. November 1962 betreffende Verbalnote der Botschaft der Vereinigten Staaten von Amerika Nr. 232 vom 10. Dezember 1969, deren Eingang hiermit nachträglich bestätigt wird, und auf die Unterredungen, die in der Zwischenzeit zwischen den Vertretern der beiden Regierungen über die Finanzierung des Fulbright-Programms im Haushaltsjahr 1970 stattgefunden haben, Bezug zu nehmen.

Des Auswärtige Amt schlägt vor, das Abkommen zwischen der Regierung der Bundesrepublik Deutschland und der Regierung der Vereinigten Staaten von Amerika über die Durchführung von Austauschvorhaben zum Zwecke der Aus- und Weiterbildung vom 20. November 1962, dessen Finanzierung in Artikel 8 und dem am 7. Januar 1969 in Kraft getretenen Zusatz zu Artikel 8 bis zum 31. März 1970 geregelt war, wie folgt zu ergänzen:

"Die Regierung der Vereinigten Staaten von Amerika ist bereit für die Finanzierung des Abkommens im Programmjahr 1970/71 176.000,-$ in deutscher Währung beizutragen. Die Regierung der Bundesrepublik Deutschland ist ihrerseits bereit, sich für dasselbe Jahr mit einem Zuschuß von DM 1.776.000,-an der Finanzierung des Programms zu beteiligen. Die Bereitstellung der Mittel erfolgt unter der Voraussetzung, daß die Kommission ihre eigenen Geld-

reserven, wie bereits am 19. Januar 1970 beschlossen, dazu benutzt, die Beiträge der beiden Regierungen um den Bertrag zu erhöhen, der für die Durchführung des im Haushaltsvoranschlag der Kommission vorgesehenen Gesamtprogramms außerdem erforderlich ist. Für die Zahlung der Regierungsbeiträge gelten die bisherigen Fälligkeitstermine 1. April und 30. Juni."

Das Auswärtige Amt wäre für eine Bestätigung dieses Zusatztextes dankbar und erlaubt sich vorzuschlagen, diese Note und die Antwortnote der Botschaft der Vereinigten Staaten von Amerika hierauf als zweites Zusatzabkommen der beiden Regierungen zum Abkommen über die Durchführung von Austauschvorhaben zum Zwecke der Aus- und Weiterbildung vom 20. November 1962 anzusehen, das mit dem Datum der dortigen Antwortnote in Kraft treten soll.

Das Auswärtige Amt benutzt diesen Anlaß, die Botschaft der Vereinigten Staaten von Amerika erneut seiner ausgezeichneten Hochachtung zu versichern.

BONN, *den 11. März 1970*

[SEAL]

AN DIE
BOTSCHAFT DER
VEREINIGTEN STAATEN VON AMERIKA
Bonn–Bad Godesberg

Translation

MINISTRY OF FOREIGN AFFAIRS

IV 5-83-73/1-0

Note Verbale

The Ministry of Foreign Affairs has the honor to refer to Note Verbale No. 232 of the Embassy of the United States of America, dated December 10, 1969, [1] receipt of which is herewith belatedly acknowledged, regarding the Fulbright Agreement of November 20, 1962, [2] and to the conversations concerning the funding of the

[1] Not printed.
[2] TIAS 5518, 6684; 15 UST 78; 20 UST 731.

Fulbright Program during Fiscal Year 1970, which have taken place in the meantime between the representatives of the two Governments.

The Ministry of Foreign Affairs proposes to supplement the Agreement between the Government of the Federal Republic of Germany and the Government of the United States of America for conducting Certain Educational Exchange Programs, dated November 20, 1962, the funding of which was provided for with respect to the period ending March 31, 1970 by Article 8 and the Amendment to Article 8 which entered into force on January 7, 1969, [2] as follows:

"The Government of the United States of America is prepared to contribute $176,000.00 in Deutsche Marks for the funding of the Agreement for the program year 1970–71. The Government of the Federal Republic of Germany on its part is prepared to participate in the funding of the Program with a contribution of DM 1,776,000.00. The funds shall be made available on the premise that the Commission, as already decided on January 19, 1970, will use its own reserve funds to augment the contributions of our two Governments by the amount which is additionally required to implement the overall program envisaged by the Commission in its draft budget. The previous due dates of April 1 and June 30 for payment of the government contributions shall remain in effect."

The Ministry of Foreign Affairs would appreciate confirmation of this supplementary text and would propose that this Note and the Note of the Embassy of the United States of America in reply be considered as a Second Agreement between our two Governments Supplementing the Agreement for Conducting Certain Educational Exchange Programs, dated November 20, 1962, which is to enter into force on the date of your reply.

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurance of its distinguished consideration.

BONN. *March 11, 1970*

[SEAL]

THE EMBASSY OF THE
UNITED STATES OF AMERICA
Bonn – Bad Godesberg

The American Ambassador to the Minister for Foreign Affairs of the Federal Republic of Germany

No. 117

The Ambassador of the United States of America presents his compliments to his Excellency, the Minister for Foreign Affairs of the Federal Republic of Germany, and has the honor to confirm receipt of the Ministry's Note of March 11, 1970, regarding the "Agreement Between the Governments of the United States of America and the Federal Republic of Germany for Conducting Certain Educational Exchange Programs," dated November 20, 1962.

The Embassy of the United States of America herewith accepts the proposed wording for a further supplement to Article 8, as provided in the Ministry's Note of March 11, 1970, and regards it as having entered into force as of this date.

EMBASSY OF THE UNITED STATES OF AMERICA,
Bonn-Bad Godesberg, June 5, 1970.

VIET-NAM

Agricultural Commodities

Agreement amending the agreement of December 23, 1969, as amended.
Effected by exchange of notes
Signed at Saigon June 19, 1970;
Entered into force June 19, 1970.

The American Ambassador to the Minister of Information, Acting Minister of Foreign Affairs of Viet-Nam

EMBASSY OF THE
UNITED STATES OF AMERICA
June 19, 1970

No. 166

EXCELLENCY:

I have the honor to refer to the Supplementary Agricultural Commodities Agreement between our two Governments of December 23, 1969, as amended February 17, and May 15, 1970, [1] and to propose a further amendment as follows:

A. In Part II, Item I, delete the commodity table in its entirety and substitute the following new commodity table:

Commodity	Supply Period (U.S. Fiscal Years)	Approximate Maximum Quantity	Maximum Export Market Value (Millions)
Nonfat Dry Milk	1970 and 1971	3, 600 M/T	$1. 0
Cotton	1970 and 1971	50, 000 Bales	6. 7
Tobacco	1970 and 1971	3, 000 M/T	6. 6
Wheat/Wheat Flour	1970 and 1971	119, 000 M/T	7. 6
Corn	1970 and 1971	60, 000 M/T	4. 1
Tallow	1970 and 1971	1, 000 M/T	. 2
		TOTAL	$26. 2

[1] TIAS 6817, 6833, 6876; *ante*, p. 64, 451, 1178.

B. In Item II, Paragraph 3, Convertibility: Change $390,000 to read $524,000.

C. In Item IV, Export Limitations, Paragraph B: Delete the phrase "and for nonfat dry milk, dairy products;" and substitute "for nonfat dry milk, dairy products; and for tallow, edible and inedible tallow."

All other terms and conditions of the Tenth Supplementary Agreement remain the same.

If the foregoing is acceptable to your Government, I have the honor to propose that this Note and your reply concurring therein constitute an agreement between our two Governments to enter into force on the date of your Note in reply.

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

ELLSWORTH BUNKER

Ellsworth Bunker
American Ambassador

His Excellency
NGO KHAC TINH
Minister of Information
Acting Minister of Foreign Affairs
Republic of Vietnam
Saigon, Vietnam

The Minister of Information, Acting Minister of Foreign Affairs of Viet-Nam to the American Ambassador

REPUBLIC OF VIETNAM
MINISTRY OF FOREIGN AFFAIRS

No 4169/EF/HT

SAIGON, *June 19, 1970*

EXCELLENCY,

I have the honor to acknowledge the receipt of Your Excellency's Note No 166 dated June 19, 1970 which reads as follows:

"I have the honor to refer to the Supplementary Agricultural Commodities Agreement between our two Governments of December 23, 1969, as amended February 17, and May 15, 1970, and to propose a further amendment as follows:

A. In Part II, Item I, delete the commodity table in its entirety and substitute the following new commodity table:

Commodity	Supply Period (U.S. Fiscal Years)	Approximate Maximum Quantity	Maximum Export Market Value (Millions)
Nonfat Dry Milk	1970 and 1971	3, 600 M/T	$1. 0
Cotton	1970 and 1971	50, 000 Bales	6. 7
Tobacco	1970 and 1971	3, 000 M/T	6. 6
Wheat/Wheat Flour	1970 and 1971	119, 000 M/T	7. 6
Corn	1970 and 1971	60, 000 M/T	4. 1
Tallow	1970 and 1971	1, 000 M/T	. 2
		TOTAL	$26. 2

B. In Item II, Paragraph 3, Convertibility: Change $390,000 to read $524,000.

C. In Item IV, Export Limitations, Paragraph B: Delete the phrase "and for nonfat dry milk, dairy products." and substitute "for nonfat dry milk, dairy products; and for tallow, edible and inedible tallow."

All other terms and conditions of the Tenth Supplementary Agreement remain the same.

If the foregoing is acceptable to your Government, I have the honor to propose that this Note and your reply concurring therein constitute an agreement between our two Governments to enter into force on the date of your Note in reply."

I have the honor to confirm to Your Excellency my concurrence in the contents of Your Note.

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

[SEAL]

N K TINH

Ngô-Khắc-Tinh
Minister of Information
Acting Minister of Foreign Affairs

His Excellency
Mr. ELLSWORTH BUNKER
Ambassador Extraordinary
and Plenipotentiary
of the United States of America
Saigon

ICELAND

Air Transport Services

Modus vivendi effected by exchange of notes
Signed at Washington June 24, 1970;
Entered into force June 24, 1970.

The Secretary of State to the Ambassador of Iceland

DEPARTMENT OF STATE
WASHINGTON
June 24, 1970

EXCELLENCY:

I have the honor to refer to the consultations which recently took place in Washington under the Air Transport Services Agreement between the United States and Iceland of 1945.[1] As a result of these consultations, the two delegations recommended a *modus vivendi* with respect to the operations of the designated Icelandic airline, in lieu of amendments of the Agreement desired by the United States to bring it into conformity with its standard air transport agreements.

The provisions of the *modus vivendi* are as follows:

1. During 1970 and 1971, the Icelandic airline may offer up to, and will not operate more than, 370,000 seats per year on scheduled services in the United States–Europe market. Scheduled services for the purpose of this understanding include extra sections. In subsequent years, the number of seats so offered may be increased by an amount not to exceed three-quarters of the average annual rate of growth in United States–Europe scheduled revenue passengers during the preceding five years. If the Icelandic airline's annual share of total United States–Europe scheduled revenue passengers reaches 2.5 percent, capacity may be increased thereafter by an amount equal to the average annual rate of growth as determined above in order to maintain that share of the market. An incremental increase not used in one year may be carried over to a subsequent year or years. For these purposes, IATA traffic statistics will be used.

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[1] EAS 463; 59 Stat. 1464.

2. The Icelandic airline will defer any scheduled passenger service to Chicago until at least 1973.

3. The Icelandic airline will not engage in all-cargo scheduled services in the United States–Europe market without prior consultations between the two Governments, which will not be held before 1973.

4. The Government of Iceland will review the schedules of the Icelandic airline, before they are placed in effect, to assure conformity with the foregoing understandings.

5. In light of these understandings, the Government of the United States will defer its request for amendment of the United States–Iceland Air Transport Services Agreement to include provisions relating to capacity and rates as well as consideration of any unilateral steps relating to matters which are the subject of the above understandings.

The understandings contained in this *modus vivendi* are acceptable to my Government. If they are acceptable to your Government, I have the honor to propose that this Note and your reply thereto constitute an agreement between the two Governments which will enter into force from the date of your reply.

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

For the Secretary of State:

PHILIP H. TREZISE

His Excellency
MAGNUS V. MAGNUSSON,
Ambassador of Iceland.

The Ambassador of Iceland to the Secretary of State

EMBASSY OF ICELAND
WASHINGTON 8, D.C.

JUNE 24, 1970.

SIR:

I have the honor to acknowledge receipt of your Note of today's date, which reads as follows:

"I have the honor to refer to the consultations which recently took place in Washington under the Air Transport Services Agreement between the United States and Iceland of 1945. As a result of these consultations, the two delegations recommended a *modus vivendi* with respect to the operations of the designated Icelandic airline, in lieu of amendments of the Agreement desired by the United States to bring it into conformity with its standard air transport agreements.

The provisions of the *modus vivendi* are as follows.

1. During 1970 and 1971, the Icelandic airline may offer up to, and will not operate more than, 370,000 seats per year on scheduled services in the U.S.–Europe market. Scheduled services for the purpose of this understanding include extra sections. In subsequent years, the number of seats so offered may be increased by an amount not to exceed three-quarters of the average annual rate of growth in U.S.–Europe scheduled revenue passengers during the preceding five years. If the Icelandic airline's annual share of total U.S.–Europe scheduled revenue passengers reaches 2.5 percent, capacity may be increased thereafter by an amount equal to the average annual rate of growth as determined above in order to maintain that share of the market. An incremental increase not used in one year may be carried over to a subsequent year or years. For these purposes, IATA traffic statistics will be used.

2. The Icelandic airline will defer any scheduled passenger service to Chicago until at least 1973.

3. The Icelandic airline will not engage in all-cargo scheduled services in the U.S.–Europe market without prior consultations between the two Governments, which will not be held before 1973.

4. The Government of Iceland will review the schedules of the Icelandic airline, before they are placed in effect, to assure conformity with the foregoing understandings.

5. In light of these understandings, the Government of the United States will defer its request for amendment of the U.S.–Iceland Air Transport Services Agreement to include provisions relating to capacity and rates as well as consideration of any unilateral steps relating to matters which are the subject of the above understandings.

The understandings contained in this *modus vivendi* are acceptable to my Government. If they are acceptable to your Government, I have the honor to propose that this Note and your reply thereto constitute an agreement between the two Governments which will enter into force from the date of your reply"

In reply, I have the honor to confirm to you that the provisions set forth in the said Note are acceptable to the Government of Iceland and that they agree with your proposal that your Note and this reply constitute an agreement between our two Governments on this subject, the agreement to enter into force on the date of this Note.

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

MAGNÚS V MAGNÚSSON

Magnús V Magnússon

The Honorable
WILLIAM P ROGERS
Secretary of State
Washington, D.C

TIAS 6894

TURKEY

Trade in Cotton Textiles

Agreement amending the agreement of July 17, 1964, as extended.
Effected by exchange of notes
Signed at Washington June 26, 1970;
Entered into force June 26, 1970.

The Secretary of State to the Ambassador of Turkey

DEPARTMENT OF STATE
WASHINGTON

JUNE 26, 1970

EXCELLENCY

I have the honor to refer to the cotton textile agreement between our two Governments effected by an exchange of notes dated July 17, 1964, and extended in an exchange of notes on June 30, 1967, [1] and to recent discussions in Washington between representatives of our two Governments concerning exports of cotton textiles from Turkey to the United States.

As a result of these discussions I propose that the agreement be amended by changing "1970" in paragraph 7 to "1973."

If this proposal is acceptable to the Government of the Republic of Turkey, this note and your Excellency's note of acceptance on behalf of the Government of the Republic of Turkey shall constitute an amendment to the agreement between our Governments.

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

For the Secretary of State

PHILIP H. TREZISE

His Excellency
MELIH ESENBEL
Ambassador of the Republic of Turkey

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[1] TIAS 5619, 6276, 15 UST 1445, 18 UST 1257.

The Ambassador of Turkey to the Secretary of State

EMBASSY OF THE REPUBLIC OF TURKEY

JUNE 26, 1970

MR. SECRETARY,

I have the honor to acknowledge the receipt of your note of today's date concerning the agreement relating to exports of cotton textiles from Turkey to the United States which reads as follows

"EXCELLENCY

I have the honor to refer to the cotton textile agreement between our two Governments effected by an exchange of notes dated July 17, 1964, and extended in an exchange of notes on June 30, 1967, and to recent discussions in Washington between representatives of our two Governments concerning exports of cotton textiles from Turkey to the United States.

As a result of these discussions I propose that the agreement be amended by changing "1970" in paragraph 7 to "1973."

If this proposal is acceptable to the Government of the Republic of Turkey, this note and your Excellency's note of acceptance on behalf of the Government of the Republic of Turkey shall constitute an amendment to the agreement between our Governments.

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

For the Secretary of State

PHILIP H. TREZISE

His Excellency
MELIH ESENBEL
Ambassador of the Republic of Turkey"

I have the honor to confirm the agreement of the Government of the Republic of Turkey to the foregoing.

Please accept, Mr Secretary, the assurances of my highest consideration.

MELIH ESENBEL

Melih Esenbel
Ambassador of the Republic of Turkey

The Honorable
WILLIAM P ROGERS
Secretary of State
of the United States of America

FINLAND

Atomic Energy: Cooperation for Civil Uses

Agreement signed at Washington April 8, 1970; Entered into force July 7, 1970.

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

Whereas the Government of the United States of America and the Government of the Republic of Finland desire to cooperate in the peaceful and humanitarian uses of atomic energy, including the design, construction, and operation of power-producing reactors and research reactors, and the exchange of information relating to the development of other peaceful uses of atomic energy; and

Whereas the Government of the United States of America and the Government of the Republic of Finland are desirous of entering into this Agreement to attain the above objectives, and

Whereas the Government of the United States of America and the Government of the Republic of Finland have ratified the Treaty on the Non-Proliferation of Nuclear Weapons signed on July 1, 1968; [1]

The Parties agree as follows.

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[1] TIAS 6839, *ante*, p. 483.

ARTICLE I

For the purposes of this Agreement:

(1) "Parties" means the Government of the United States of America, including the Commission on behalf of the Government of the United States of America, and the Government of the Republic of Finland, including the Ministry of Commerce and Industry or other authorized governmental agency on behalf of the Government of the Republic of Finland. "Party" means one of the above "Parties"

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

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

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

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

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

(7) "Reactor" means an apparatus, other than an atomic weapon, in which a self-supporting fission chain reaction is

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maintained by utilizing uranium, plutonium, or thorium, or any combination of uranium, plutonium, or thorium.

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

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

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

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

ARTICLE II

A. Subject to the provisions of this Agreement, the availability of personnel and material, the applicable laws, regulations, and license requirements in force in their respective countries, and their respective policies concerning

the application of international safeguards, the Parties shall cooperate with each other in the achievement of the uses of atomic energy for peaceful purposes

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

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

ARTICLE III

Subject to the provisions of Article II, the Parties agree to exchange unclassified information with respect to the application of atomic energy to peaceful uses and the problems of health and safety connected therewith. The exchange of information provided for in this Article may be accomplished through various means, including reports, conferences, and visits to facilities, and shall include information in the following fields

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

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

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

ARTICLE IV

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

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

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

ARTICLE V

The application or use of any information (including design drawings and specifications), and any material, equipment and devices, exchanged or transferred between the Parties under this

Agreement shall be the responsibility of the Party receiving it, and the other Party does not warrant the accuracy or completeness of such information and does not warrant the suitability of such information, material, equipment and devices for any particular use or application.

ARTICLE VI

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

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

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

ARTICLE VII

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

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

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

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

C. The Commission may also transfer to the Government of the Republic of Finland or to authorized persons under its jurisdiction, under such terms and conditions with respect to each transfer as may be agreed, special nuclear material for the performance in the Republic of Finland of conversion or fabrication services, or both, and for subsequent transfer to another nation or group of nations in accordance with the provisions of Article X, paragraph A(3) It is understood that, in the event of transfer of title to uranium enriched in the isotope U-235 by the Commission, it shall have the option of limiting the arrangements to undertakings such as those described in paragraph A(1) of this Article.

ARTICLE VIII

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

(1) Contracts specifying quantities, enrichments, delivery schedules, and other terms and conditions of

supply or service will be concluded on a timely basis between the Commission and the Government of the Republic of Finland or persons authorized by it.

(2) Prices for uranium enriched in the isotope U-235 sold or charges for enrichment services performed will be those in effect for users in the United States of America at the time of delivery The advance notice required for delivery will be that in effect for users in the United States of America at the time of giving such notice. The Commission may agree to supply uranium enriched in the isotope U-235 or perform enrichment services upon shorter notice, subject to assessment of such surcharge to the usual base price or charge as the Commission may consider reasonable to cover abnormal costs incurred by the Commission by reason of such shorter notice.

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

enriched in the isotope U-235 for which contracts have been so requested.

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

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

E. Within the limitations contained in Article IX, the quantity of uranium enriched in the isotope U-235 transferred under Article VI, paragraph B or Article VII and under the

jurisdiction of the Government of the Republic of Finland for the fueling of reactors or reactor experiments shall not at any time be in excess of the quantity necessary for the loading of such reactors or reactor experiments, plus such additional quantity as, in the opinion of the Parties, is necessary for the efficient and continuous operation of such reactors or reactor experiments

F When any special nuclear material received from the United States of America requires reprocessing or any irradiated fuel elements containing fuel material received from the United States of America are to be removed from a reactor and are to be altered in form or content, such reprocessing or alteration may be performed in Finnish facilities upon a joint determination of the Parties that safeguards pursuant to this Agreement may be effectively applied, or in such other facilities as may be mutually agreed.

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

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

I. Some atomic energy materials which the Commission may be requested to provide in accordance with this Agreement are harmful to persons and property unless handled and used carefully

After delivery of such materials, the Government of the Republic of Finland shall bear all responsibility, insofar as the Government of the United States of America is concerned, for the safe handling and use of such materials With respect to any source material or special nuclear material or reactor materials which the Commission may lease pursuant to this Agreement to the Government of the Republic of Finland or to any person under its jurisdiction, the Government of the Republic of Finland shall indemnify and save harmless the Government of the United States of America against any and all liability (including third party liability) for any cause whatsoever arising out of the production or fabrication, the ownership, the lease, and the possession and use of such source material or special nuclear material or reactor materials after delivery by the Commission to the Government of the Republic of Finland or to any person under its jurisdiction.

ARTICLE IX

The adjusted net quantity of U-235 in enriched uranium transferred from the United States of America to the Republic of Finland under Articles IV, VI and VII during the period of this Agreement for Cooperation shall not exceed in the aggregate twenty-five thousand two hundred (25,200) kilograms. The following method of computation shall be used in calculating transfers, within the ceiling quantity of twenty-five thousand two hundred (25,200) kilograms of U-235, made under the said Articles

From:

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

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

Subtract.

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

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

ARTICLE X

A. The Government of the Republic of Finland guarantees that:

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

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

(3) No material, including equipment and devices, transferred to the Government of the Republic of Finland or to authorized persons under its jurisdiction pursuant to this Agreement will be transferred to unauthorized

persons or beyond the jurisdiction of the Government of the Republic of Finland except as the Commission may agree to such a transfer to another nation or group of nations, and then only if, in the opinion of the Commission, the transfer of the material is within the scope of an Agreement for Cooperation between the Government of the United States of America and the other nation or group of nations.

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

(1) No material, including equipment and devices, transferred to the Government of the United States of America or authorized persons under its jurisdiction by purchase or otherwise pursuant to this Agreement, and no special nuclear material produced through the use of such material, including equipment and devices, or an equivalent amount of material of the same type as such transferred or produced material substituted therefor, will be used for atomic weapons, or for research on or development of atomic weapons, or for any other military purpose.

(2) No material, including equipment and devices, transferred to the Government of the United States of America or authorized persons under its jurisdiction pursuant to this Agreement, and no special nuclear material produced through the use of such material, equipment or devices, will be transferred to unauthorized persons or beyond the jurisdiction of the Government of the United States of America, except as the Government of the Republic of Finland may agree to such a transfer to another nation or group of nations.

ARTICLE XI

A. The Government of the United States of America and the Government of the Republic of Finland, recognizing the desirability of making use of the facilities and services of the International Atomic Energy Agency, agree that the Agency will be promptly requested to assume responsibility for applying safeguards to materials and facilities subject to safeguards under this Agreement. It is contemplated that the necessary arrangements will be effected without modification of this Agreement through an agreement to be negotiated among the Parties and the Agency which may include provisions for suspension of the safeguards rights accorded to the Government of the United States of America by Article XII of this Agreement, during the time and to the extent that the Agency's safeguards apply to such materials and facilities.

B. If the Government of the Republic of Finland, before such time as the provisions of paragraph A above have been implemented, has at its request, in the spirit of the Treaty on the Non-Proliferation of Nuclear Weapons, entered into an agreement in accordance with Article III, paragraph A 5 of the Statute of the International Atomic Energy Agency [1] whereby the Agency's safeguard system for the time being in force is applied or is to be applied to the Republic of Finland's activities in the field of atomic energy, the Government of the United States of America undertakes to consult as to the extent that the provisions of such agreement between the Government of the Republic of Finland and the Agency may be accepted as satisfying the objectives of paragraph A of this Article.

C. In the event the Parties do not reach a mutually satisfactory agreement on the terms of an arrangement as envisaged

[1] TIAS 3873, 8 UST 1095.

by paragraphs A or B of this Article, either Party may, by notification, terminate this Agreement. Before either Party takes steps to terminate this Agreement, the Parties will carefully consider the economic effects of any such termination. Neither Party will invoke its termination right until the other Party has been given sufficient advance notice to permit arrangements by the Government of the Republic of Finland, if it is the other Party, for an alternative source of power and to permit adjustment by the Government of the United States of America, if it is the other Party, of production schedules In the event of termination by either Party, the Government of the Republic of Finland shall, at the request of the Government of the United States of America, return to the Government of the United States of America all special nuclear material received pursuant to this Agreement and still in its possession or in the possession of persons under its jurisdiction. The Government of the United States of America will compensate the Government of the Republic of Finland or the persons under its jurisdiction for their interest in such material so returned at the Commission's schedule of prices then in effect in the United States of America.

ARTICLE XII

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

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

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

(a) reactor, and

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

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

(2) With respect to any source material or special nuclear material made available to the Government of the Republic of Finland or to any person under its jurisdiction under this Agreement by the Government of the United States of America or any person under its jurisdiction and any source material or special nuclear material utilized in, recovered from, or produced as a result of the use of any of the following materials, equipment or devices so made available:

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

(b) reactors, and

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

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

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

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

(4) To designate, after consultation with the Government of the Republic of Finland, personnel who, accompanied, if either Party so requests, by personnel designated by the Government of the Republic of Finland, shall have access in the Republic of Finland to all places and data necessary to

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account for the source material and special nuclear material which are subject to paragraph B(2) of this Article to determine whether there is compliance with this Agreement and to make such independent measurements as may be deemed necessary;

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

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

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

ARTICLE XIII

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

[1] July 7, 1970.

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

DONE at Washington, in duplicate, in the English and Finnish languages, both equally authentic, this eighth day of April, 1970.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA.

[1]

[2]

FOR THE GOVERNMENT OF THE REPUBLIC OF FINLAND:

[3]

[1] Martin J. Hillenbrand
[2] Glenn T. Seaborg
[3] Olavi Munkki

APPENDIX

FINLAND'S ENRICHED URANIUM POWER REACTOR PROGRAM

	(1)	(2)	(3)	(4)
	REACTORS	SCHEDULED START OF CONSTRUCTION	CRITICALITY DATE	TOTAL KGS. U-235 REQUIRED
A.	750 MWe	1972	1978	13,000
B.	750 MWe	1974	1980	12,000
			TOTAL:	25,000

AMERIKAN YHDYSVALTAIN HALLITUKSEN
JA SUOMEN TASAVALLAN HALLITUKSEN VÄLINEN
YHTEISTYÖSOPIMUS
ATOMIENERGIAN SIVIILIKÄYTÖSTÄ

Ottaen huomioon, että Amerikan Yhdysvaltain hallitus ja Suomen Tasavallan hallitus haluavat olla yhteistyössä atomienergian rauhanomaisen ja humanitäärisen käytön alalla mukaan luettuna teho- ja tutkimusreaktorien suunnittelu, rakentaminen ja käyttö sekä atomienergian muun rauhanomaisen käytön kehittämistä koskevien tietojen vaihto; ja

Ottaen huomioon, että Amerikan Yhdysvaltain hallitus ja Suomen Tasavallan hallitus haluavat solmia tämän sopimuksen edellä mainittujen päämäärien saavuttamiseksi; ja

Ottaen huomioon, että Amerikan Yhdysvaltain hallitus ja Suomen Tasavallan hallitus ovat ratifioineet 1 päivänä heinäkuuta 1968 allekirjoitetun ydinaseiden leviämisen estämistä koskevan sopimuksen;

Osapuolet sopivat seuraavaa:

Tässä sopimuksessa:

(1) "osapuolet" tarkoittaa Amerikan Yhdysvaltain hallitusta, mukaan luettuna Amerikan Yhdysvaltain hallituksen puolesta toimiva Komissio ja Suomen Tasavallan hallitusta, mukaan luettuna Kauppa- ja teollisuusministeriö tai muu Suomen Tasavallan hallituksen puolesta toimiva valtuutettu valtion toimielin. "Osapuoli" tarkoittaa jotakin edellä mainituista "osapuolista";

(2) "Komissio" tarkoittaa Yhdysvaltain atomienergiakomissiota;

(3) "atomiase" tarkoittaa laitetta, joka käyttää hyväkseen atomienergiaa, lukuun ottamatta laitteen kuljettamiseen tai liikuttamiseen käytettyjä välineitä (milloin tällainen väline on irroitettavissa oleva ja erillinen osa laitteesta), ja joka on pääasiallisesti tarkoitettu käytettäväksi aseena, aseprototyyppinä tai aseen koelaitteena taikka aseen, aseprototyypin tai aseen kokeilulaitteen kehittämiseen;

(4) "sivutuotemateriaali" tarkoittaa radioaktiivista materiaalia (lukuun ottamatta erityistä ydinmateriaalia), joka on saatu erityistä ydinmateriaalia tuottavasta tai hyväksi käyttävästä prosessista tai joka on tehty radioaktiiviseksi tällaisesta prosessista aiheutuvan säteilyn avulla;

(5) "laitteet ja laitteistot" ja "laitteet tai laitteistot" tarkoittaa instrumenttia, kojeistoa tai laitosta, ja käsittää atomiasetta lukuun ottamatta jokaisen laitoksen, jossa voidaan käyttää hyväksi tai tuottaa erityistä ydinmateriaalia ja tällaisen laitoksen pääosia;

(6) "henkilö" tarkoittaa luonnollista tai oikeushenkilöä, avointa yhtiötä, muuta yhtiötä, yhdistystä, säätiötä, kuolinpesää, julkista tai yksityistä laitosta, yhtymää, valtion elintä tai valtion yhtiötä, lukuun ottamatta tämän sopimuksen osapuolia.

(7) "reaktori" tarkoittaa sellaista laitetta, ei kuitenkaan atomiasetta, jossa itsensä ylläpitävää hajoamisketjureaktiota pidetään toiminnassa käyttämällä hyväksi uraania, plutoniumia tai toriumia tahi uraanin, plutoniumin tai toriumin yhdistelmää,

(8) "rajoitusten alaiset tiedot" tarkoittaa kaikkia tietoja, jotka koskevat (1) atomiaseiden suunnittelua, valmistusta tai hyväksikäyttöä, (2) erityisen ydinmateriaalin valmistusta tai (3) erityisen ydinmateriaalin käyttöä energian tuotannossa, ei kuitenkaan tietoja, jotka asianomainen viranomainen on poistanut salassa pidettävien tai rajoitusten alaisten tietojen piiristä;

(9) "valvonta" tarkoittaa valvontajärjestelmää, joka on omiaan varmistamaan, että atomienergian rauhanomaiseen käyttöön tarkoitettuja materiaaleja, laitteita ja laitteistoja ei käytetä sotilaallisten tarkoitusperien edistämiseen;

(10) "lähtöaine" tarkoittaa (1) uraania, toriumia tai Komission tai Suomen Tasavallan hallituksen lähtöaineeksi määräämää muuta materiaalia tai (2) malmeja, jotka sisältävät yhtä tai useampaa edellä mainituista materiaaleista Komission tai Suomen Tasavallan hallituksen aika ajoin ehkä määräämiä pitoisuuksina;

(11) "erityinen ydinmateriaali" tarkoittaa (1) plutoniumia, isotoopilla 233 tai 235 rikastettua uraania ja Komission tai Suomen Tasavallan hallituksen erityiseksi ydinmateriaaliksi määräämää muuta materiaalia tai (2) jollakin edellä mainituista materiaaleista keinotekoisesti rikastettua materiaalia.

II ARTIKLA

A. Ottaen huomioon tämän sopimuksen määräykset, henkilökunnan ja materiaalin saantimahdollisuudet sekä kummassakin maassa voimassa olevat

asianomaiset lait, muut säädökset ja erikoislupavaatimukset sekä lisäksi kummankin osapuolen osaltaan kansainvälisen valvonnan soveltamisesta omaksumat periaatteet, osapuolet ovat keskenään yhteistyössä atomienergian rauhanomaista tarkoitusta palvelevan käytön aikaan saamiseksi.

B. Tämän sopimuksen perusteella ei anneta rajoitusten alaisia tietoja, eikä materiaalia tai laitteita ja laitteistoja saa siirtää eikä palveluja suorittaa tämän sopimuksen perusteella, mikäli materiaalin tai laitteiden ja laitteistojen siirtoon tai palvelujen suorittamiseen liittyy rajoitusten alaisten tietojen ilmaisemista.

C. Tässä sopimuksessa ei edellytetä sellaisten tietojen vaihtoa, joita osapuolilla ei ole lupa antaa.

III ARTIKLA

Osapuolet vaihtavat II artiklassa määrätyin edellytyksin atomienergian soveltamista rauhanomaiseen käyttöön ja siihen liittyviä terveys- ja turvallisuuskysymyksiä koskevia tietoja, jotka eivät ole luottamuksellisia. Tässä artiklassa tarkoitettujen tietojen vaihtoa voidaan toteuttaa eri tavoin, kuten raporttien, konferenssien ja laitosvierailujen muodossa, ja siihen sisältyy tietoja seuraavilta aloilta:

(1) tutkimus-, materiaalinkoestus-, kokeilu-, demonstraatioteho- ja tehoreaktoreiden kehittäminen, suunnittelu, rakentaminen, käyttäminen ja käyttö sekä reaktorikokeet;

(2) radioaktiivisten isotooppien ja lähtöaineiden, erityisen ydinmateriaalin ja sivutuotemateriaalin käyttö fysikaalisessa ja biologisessa tutkimustyössä, lääketieteessä, maanviljelyksessä ja teollisuudessa; sekä

(3) terveys- ja turvallisuuskysymykset, jotka liittyvät edellisiin kohtiin.

IV ARTIKLA

A. Osapuolia hyödyttävää III artiklan mukaisesti sovittuun tietojen vaihtoon liittyvää materiaalia, mukaan luettuna lähtöaine, raskas vesi, sivutuotemateriaali, muut radioisotoopit, stabiilit isotoopit ja muuhun tarkoitukseen kuin reaktoreiden polttoainetäydennyksiin ja reaktorikokeisiin käytettävä erityinen ydinmateriaali, voidaan II artiklassa määrätyillä edellytyksillä siirtää osapuolten kesken määrättyihin käyttötarkoituksiin erikseen sovittavin määrin, ehdoin ja edellytyksin, milloin mainitunlaisia materiaaleja ei ole kaupallisesti saatavissa.

B. Osapuolten alan erikoistuneet tutkimuslaitokset ja reaktorimateriaalin koelaitokset voidaan erikseen sovittavin ehdoin ja edellytyksin sekä II artiklassa määrätyillä edellytyksillä saattaa molemminpuoliseen käyttöön, ottaen tällöin kuitenkin huomioon kohtuullisesti saatavissa olevien tilojen, laitosten ja henkilökunnan asettamat rajoitukset, milloin tällaisia laitoksia ei ole kaupallisin perustein käytettävissä.

C. Osapuoli voi erikseen sovittavin ehdoin ja edellytyksin siirtää toiselle osapuolelle laitteita ja laitteistoja III artiklan mukaisesti sovittua tietojen vaihtoa vastaaviin tarkoituksiin, ottaen lisäksi huomioon II artiklassa määrätyt edellytykset. Tällaiset siirrot katsotaan kulloinkin ilmenevästä tavaran niukkuudesta ja muista olosuhteista mahdollisesti aiheutuvien rajoitusten alaisiksi.

V ARTIKLA

Osapuolten välillä tämän sopimuksen perusteella annettujen tietojen (mukaan luettuna rakennepiirustukset ja erittelyt) taikka vaihdettujen tai siirrettyjen materiaalin, laitteiden ja laitteistojen soveltamisesta tai käytöstä vastaa vastaan ottava osapuoli, eikä toinen osapuoli takaa tällaisten tietojen täsmällisyyttä tai täydellisyyttä eikä tällaisten tietojen, materiaalin, laitteiden ja laitteistojen soveltuvuutta mihinkään erityiseen käyttöön tai sovellutukseen.

VI ARTIKLA

A. Atomienergian rauhanomaista käyttöä varten voidaan jommankumman osapuolen tai sen lainkäyttövallan alaisten valtuutettujen henkilöiden ja toisen osapuolen lainkäyttövallan alaisten valtuutettujen henkilöiden välillä tehdä tarvittavia järjestelyjä laitteiden ja laitteistojen sekä muiden materiaalien kuin erityisen ydinmateriaalin siirtämiseksi sekä niitä koskevien palvelujen suorittamiseksi.

B. Atomienergian rauhanomaista käyttöä varten voidaan jommankumman osapuolen tai sen lainkäyttövallan alaisten valtuutettujen henkilöiden ja toisen osapuolen lainkäyttövallan alaisten valtuutettujen henkilöiden välillä tehdä tarvittavia järjestelyjä erityisen ydinmateriaalin siirtämiseksi ja sanottua ainetta koskevien palvelujen suorittamiseksi IV ja VII artiklassa määrättyihin käyttötarkoituksiin, ottaen tällöin huomioon VIII artiklan määräykset soveltuvin osin sekä IX artiklan määräykset.

C. Osapuolet katsovat, että tämän artiklan A ja B kohdassa mainitut toimenpiteet riippuvat II artiklan määräyksistä ja osapuolten noudattamasta sopimuskäytännöstä niiden liiketoimien osalta, joissa tämän artiklan A ja B kohdassa tarkoitetut valtuutetut henkilöt ovat osallisina.

VII ARTIKLA

A. Komissio toimittaa tämän sopimuksen voimassaoloaikana ja kuten jäljempänä tarkemmin määrätään Suomen Tasavallan hallitukselle tai VI artiklan mukaisesti sen lainkäyttövallan alaisille valtuutetuille henkilöille ehdoilla ja edellytyksillä, joista voidaan sopia, Suomen Tasavallan tarvitsemaa isotoopilla U-235 rikastettua uraania käytettäväksi polttoaineena tämän sopimuksen liitteessä esitetyssä tehoreaktoriohjelmassa, jota liitettä voidaan tarpeen vaatiessa muuttaa IX artiklan määrälliset rajoitukset huomioon ottaen molempien osapuolien suostumuksella tekemättä muutoksia tähän sopimukseen.

(1) Komissio toimittaa sanotunlaista isotoopilla U-235 rikastettua uraania huolehtimalla yhtäläisesti kuin yhdysvaltalaisille luvanhaltijoille Suomen Tasavallan hallituksen tai sen lainkäyttövallan alaisten valtuutettujen henkilöiden lukuun isotoopilla U-235 rikastetun uraanin tuottamisesta tai rikastamisesta tahi molemmista mainituista toimenpiteistä. (Mikäli hyvissä ajoin ilmoitetaan, ettei Suomen Tasavallan hallitukselle tai sen lainkäyttövallan alaisille valtuutetuille henkilöille ole kohtuudella saatavissa tarvittavaa luonnonuraania jotakin erityistä edellä mainittujen palvelujärjestelyjen mukaista rikastetun uraanin toimitusta varten, Komissio on valmis järjestämään tarvittavan luonnonuraanin erikseen sovittavin ehdoin ja edellytyksin.)

(2) Komissio voi Suomen Tasavallan hallituksen tai sen lainkäyttövallan alaisten valtuutettujen henkilöiden pyynnöstä, edellä A (1) kohdassa mainittujen määräysten estämättä harkintansa mukaan myydä isotoopilla U-235 rikastettua uraania ehdoin ja edellytyksin, joista voidaan sopia.

B. Komissio siirtää, milloin niin sovitaan, Suomen Tasavallan hallitukselle tai sen lainkäyttövallan alaisille valtuutetuille henkilöille isotoopilla U-235 rikastettua uraania käytettäväksi polttoaineena määrätyissä tutkimussovellutuksissa, mukaan luettuna tutkimus-, materiaalien koestus- ja kokeilureaktorit sekä reaktorikokeet. Jokaista siirtoa koskevista ehdoista ja edellytyksistä on sovittava etukäteen ottaen lisäksi huomioon, että tapauksissa, joissa isotoopilla U-235 rikastetun uraanin omistusoikeus siirtyy, Komissiolla on oikeus rajoittaa järjestelyt tämän artiklan A (1) kohdan mukaisiin toimenpiteisiin.

C. Komissio voi myös siirtää Suomen Tasavallan hallitukselle tai sen lainkäyttövallan alaisille valtuutetuille henkilöille, kunkin siirron osalta ehdoin ja edellytyksin, joista voidaan sopia, erityistä ydinmateriaalia Suomen Tasavallassa tapahtuvien muuntamista tai valmistusta tahi molempia tarkoittavien palvelujen suorittamiseksi sekä siirrettäväksi edelleen toiseen valtioon tai valtioryhmittymään X artiklan A (3) kohdan määräysten mukaisesti. Milloin Komission isotoopilla U-235 rikastaman uraanin omistusoikeus siirtyy, Komissiolla on oikeus rajoittaa järjestelyt tämän artiklan A (1) kohdan mukaisiin toimenpiteisiin.

VIII ARTIKLA

A. Komission isotoopilla U-235 rikastetun uraanin VI artiklan B kohdassa ja VII artiklassa tarkoitettujen siirtojen osalta katsotaan:

(1) että Komission ja Suomen Tasavallan hallituksen tai sen valtuuttamien henkilöiden välillä tehdään sopivina ajankohtina sopimuksia, joissa sovitaan yksityiskohtaisemmin määristä, rikastuksista, toimitus-

aikatauluista sekä muista toimitusten tai palvelujen ehdoista ja edellytyksistä;

(2) että myydyn isotoopilla U-235 rikastetun uraanin hinnat tai suoritettujen rikastuspalvelujen maksut ovat samat kuin käyttäjille Amerikan Yhdysvalloissa toimituksen ajankohtana. Toimitusta varten tarvittava ennakkoilmoitusaika on sama kuin käyttäjille Amerikan Yhdysvalloissa ilmoituksen tekemisajankohtana. Komissio voi suostua isotoopilla U-235 rikastetun uraanin toimittamiseen tai rikastamispalvelujen suorittamiseen lyhyemmällä ilmoitusajalla, jolloin peritään mahdollinen Komission kohtuulliseksi katsoma lisämaksu, tavallisen perushinnan tai -maksun lisäksi, Komissiolle lyhyemmästä ilmoitusajasta aiheutuvien poikkeuksellisten kustannusten kattamiseksi.

B. Mikäli isotoopilla U-235 rikastetun uraanin kokonaismäärä, jonka Komissio on sopinut toimittavansa tämän sopimuksen tai muiden yhteistyösopimusten mukaisesti, nousee Komissiolla tällaisiin tarkoituksiin käytettävissä olevan isotoopilla U-235 rikastetun uraanin enimmäismäärään ja ellei sopimuksia ole tehty IX artiklassa mainittuun sovitettuun nettomäärään saakka, Komissio voi asianmukaisesti siitä ilmoittaen vaatia Suomen Tasavallan hallitusta tai sen valtuuttamia henkilöitä solmimaan sopimuksia sellaisesta isotoopilla U-235 rikastetun uraanin kokonais- tai osittaismäärästä, joka ei silloin ole sopimuksen alaista. Mikäli sopimuksia ei solmita Komission tämän kohdan perusteella esittämästä vaatimuksesta, Komission katsotaan vapautuvan kaikista velvoitteistaan sellaisen isotoopilla U-235 rikastetun uraanin osalta, josta sopimuksia on edellä esitetyllä tavalla vaadittu.

C. Tämän sopimuksen perusteella toimitettu rikastettu uraani voi sisältää isotooppia U-235 enintään kaksikymmentä prosenttia (20 %). Osa

tämän sopimuksen mukaan toimitetusta isotoopilla U-235 rikastetusta uraanista voidaan asettaa käytettäväksi yli 20 % isotooppia U-235 sisältävänä materiaalina, milloin osapuolet katsovat tällaisen teknisesti tai taloudellisesti perustelluksi.

D. Jollei toisin sovita, katsotaan tarpeelliseksi liitteessä mainittuun määrättyyn reaktorisuunnitelmaan tämän sopimuksen perusteella varatun, isotoopilla U-235 rikastetun uraanin koko määrän saannin varmistamiseksi, että suunnitelman toteuttaminen aloitetaan liitteessä esitetyn aikataulun mukaisesti ja että Suomen Tasavallan hallitus tai sen valtuuttamat henkilöt solmivat varattua määrää koskevan sopimuksen riittävän ajoissa, jotta Komissio voi toimittaa ensimmäiseen polttoainelataukseen tarvittavan materiaalin. Mikäli Suomen Tasavallan hallitus tai sen valtuuttamat henkilöt haluavat sopia vähemmästä kuin jotakin määrättyä suunnitelmaa varten varatusta isotoopilla U-235 rikastetun uraanin kokonaismäärästä tahi purkaa toimitussopimuksen, ylitse jäävä siihen suunnitelmaan varattu määrä lakkaa olemasta käytettävissä, jolloin myös IX artiklassa mainittua U-235:n suurinta sovittua nettomäärää vähennetään vastaavasti, ellei toisin ole sovittu.

E. Huomioon ottaen IX artiklassa olevat rajoitukset isotoopilla U-235 rikastetun uraanin määrä, joka on siirretty VI artiklan B kohdan tai VII artiklan mukaisesti ja joka on Suomen Tasavallan hallituksen lainkäyttövallan alaisena käytettävissä reaktoreiden tai reaktorikokeilujen polttoaineena, ei saa minään hetkenä ylittää mainittujen reaktoreiden tai reaktorikokeilujen latauksen tarvittavaa määrää ja sellaista lisämäärää, joka osapuolten käsityksen mukaan on tarpeellinen tällaisten reaktoreiden tai reaktorikokeilujen tehokkaalle ja jatkuvalle toiminnalle.

F Milloin Amerikan Yhdysvalloista saatu erityinen ydinmateriaali on jälleenkäsittelyn tarpeessa tai milloin Amerikan Yhdysvalloista vastaanotettua polttoainemateriaalia sisältäviä säteilytettyjä polttoaine-elementtejä on poistettava reaktorista ja niiden muotoa tai sisältöä on muutettava, voidaan mainittu jälleenkäsittely tai muuttaminen suorittaa suomalaisissa laitoksissa, mikäli osapuolet yhteisesti toteavat, että tämän sopimuksen mukaista valvontaa voidaan tehokkaasti soveltaa, taikka muissa laitoksissa, joista yhteisesti voidaan sopia.

G. Komission tämän sopimuksen mukaisesti vuokraaman polttoaineen kaikissa osissa säteilytysprosessin tuloksena tuotettu erityinen ydinmateriaali kuuluu vuokranottajalle, ja tämän artiklan F kohdassa edellytetyn jälleenkäsittelyn jälkeen sanotun materiaalin omistusoikeus kuuluu vuokranottajalle, elleivät Komissio ja vuokranottaja toisin sovi.

H. Mitään tämän sopimuksen mukaisesti Suomen Tasavallan hallitukselle tai sen lainkäyttövallan alaisille valtuutetuille henkilöille siirrettyä materiaalia käyttämällä tuotettua erityistä ydinmateriaalia ei siirretä mihinkään muuhun valtioon tai valtioryhmittymään, paitsi milloin Komissio voi suostua sanotunlaiseen siirtoon.

I. Eräät atomienergiamateriaalit, joita Komissiota voidaan pyytää toimittamaan tämän sopimuksen mukaisesti, ovat vahingollisia henkilöille ja omaisuudelle, ellei niitä käsitellä ja käytetä huolellisesti. Tällaisten materiaalien toimittamisen jälkeen Suomen Tasavallan hallitus kantaa täyden vastuun Yhdysvaltain hallitusta koskevilta osin sellaisten materiaalien turvallisesta käsittelystä ja käytöstä. Kaiken lähtöaineen, erityisen ydinmateriaalin tai kaikkien reaktorimateriaalien osalta, jotka Komissio mahdollisesti vuokraa

tämän sopimuksen mukaisesti Suomen Tasavallan hallitukselle tai sen lainkäyttövallan alaisille henkilöille, Suomen Tasavallan hallitus turvaa ja vapauttaa Amerikan Yhdysvaltain hallituksen kaikesta vahingonvastuusta ja korvausvelvollisuudesta (mukaan luettuna vastuu kolmatta henkilöä kohtaan) kaikissa tapauksissa, jotka aiheutuvat tällaisen lähtöaineen tai erityisen ydinmateriaalin tai tällaisten reaktorimateriaalien tuottamisesta tai valmistamisesta, omistamisesta, vuokraamisesta ja hallinnasta sekä käytöstä, sen jälkeen, kun Komissio on toimittanut tällaisen materiaalin Suomen Tasavallan hallitukselle tai sen lainkäyttövallan alaiselle henkilölle.

IX ARTIKLA

Rikastetussa uraanissa olevan U-235:n sovitettu nettomäärä, joka on siirretty Amerikan Yhdysvalloista Suomen Tasavaltaan IV, VI ja VII artiklan perusteella tämän yhteistyösopimuksen voimassaoloaikana, ei saa ylittää kokonaismäärältään kahtakymmentäviittätuhattakahtasataa (25 200) kiloa. Seuraavaa laskutapaa käytetään laskettaessa sanottujen artikloiden perusteella suoritettuja siirtoja kaksikymmentäviisituhattakaksisataa (25 200) kiloa käsittävän U-235:n enimmäismäärän rajoissa:

(1) mainittujen artikloiden perusteella siirrettyyn rikastettuun uraaniin sisältyvästä U-235:n määrästä, vähennettynä

(2) U-235:n määrällä, joka sisältyy yhtä suureen määrään isotooppipitoisuudeltaan luonnonmukaista uraania, vähennetään:

(3) U-235:n kokonaismäärä, joka sisältyy Yhdysvalloista peräisin olevaan vielä käyttökelpoiseen joko Amerikan Yhdysvaltoihin palautettuun tai johonkin muuhun valtioon tai valtioryhmittymään Amerikan Yhdysvaltain hallituksen tämän sopimuksen mukaisella suostumuksella siirrettyyn uraaniin, vähennettynä

(4) U-235:n määrällä, joka sisältyy yhtä suureen määrään isotooppipitoisuudeltaan luonnonmukaista uraania.

X ARTIKLA

A. Suomen Tasavallan hallitus vakuuttaa,

(1) että XII artiklassa edellytettyä valvontaa noudatetaan;

(2) että mitään Suomen Tasavallan hallitukselle tai sen lainkäyttövallan alaisille valtuutetuille henkilöille ostamalla tai muulla tavoin tämän sopimuksen perusteella siirrettyä materiaalia, mukaan luettuna laitteet ja laitteistot, samoin kuin mitään erityistä ydinmateriaalia, joka on tuotettu käyttämällä tällaista materiaalia, laitteita tai laitteistoja, ei käytetä atomiaseisiin, atomiaseiden tutkimiseen tai kehittämiseen taikka mihinkään muuhun sotilaalliseen tarkoitukseen;

(3) että mitään Suomen Tasavallan hallitukselle tai sen lainkäyttövallan alaisille valtuutetuille henkilöille tämän sopimuksen perusteella siirrettyä materiaalia, mukaan luettuna laitteet ja laitteistot, ei siirretä valtuuttamattomille henkilöille tai Suomen Tasavallan lainkäyttövallan ulkopuolelle, paitsi milloin Komissio voi suostua sellaiseen siirtoon toiseen valtioon tai valtioryhmittymään ja silloinkin vain, mikäli materiaalin siirto Komission käsityksen mukaan kuuluu Amerikan Yhdysvaltain hallituksen ja toisen valtion tai valtioryhmittymän välisen yhteistyösopimuksen piiriin.

B. Amerikan Yhdysvaltain hallitus vakuuttaa,

(1) että mitään Amerikan Yhdysvaltain hallitukselle tai sen lainkäyttövallan alaisille valtuutetuille henkilöille ostamalla tai muulla

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tavoin tämän sopimuksen perusteella siirrettyä materiaalia, mukaan luettuna laitteet ja laitteistot, samoin kuin mitään erityistä ydinmateriaalia, joka on tuotettu käyttämällä tällaista materiaalia, mukaan luettuna laitteet ja laitteistot tahi sanotunlaisen siirretyn tai tuotetun materiaalin sijaan asetettua samantyyppisen materiaalin vastaavaa määrää, ei käytetä atomiaseisiin, atomiaseiden tutkimiseen tai kehittämiseen taikka mihinkään muuhun sotilaalliseen tarkoitukseen;

(2) että mitään Amerikan Yhdysvaltain hallitukselle tai sen lainkäyttövallan alaisille valtuutetuille henkilöille tämän sopimuksen perusteella siirrettyä materiaalia, mukaan luettuna laitteet ja laitteistot, samoin kuin erityistä ydinmateriaalia, joka on tuotettu käyttämällä tällaista materiaalia, laitteita tai laitteistoja, ei siirretä valtuuttamattomille henkilöille tai Amerikan Yhdysvaltain hallituksen lainkäyttövallan ulkopuolelle, paitsi milloin Suomen Tasavallan hallitus voi suostua tällaiseen siirtoon toiseen valtioon tai valtioryhmittymään.

XI ARTIKLA

A. Suomen Tasavallan hallitus ja Amerikan Yhdysvaltain hallitus, pitäen Kansainvälisen atomienergiajärjestön laitoksien ja palveluksien hyväksikäyttöä toivottavana, sopivat täten, että Järjestöä pyydetään viipymättä ottamaan vastatakseen valvonnan soveltamisesta tämän sopimuksen perusteella valvottaviin materiaaleihin ja laitoksiin. Tarpeelliset järjestelyt on tarkoitus toteuttaa tätä sopimusta muuttamatta osapuolten ja Järjestön kesken solmittavalla sopimuksella, joka voi sisältää määräyksiä Amerikan Yhdysvaltain hallitukselle tämän sopimuksen XII artiklan nojalla myönnettyjen valvontaoikeuksien keskeyttämisestä sinä aikana ja siltä osin kuin Järjestön valvontaa sovelletaan sanottuihin materiaaleihin ja laitoksiin.

B. Mikäli Suomen Tasavallan hallitus on ennen tämän artiklan A kohdan määräysten toteuttamista omasta pyynnöstään ydinaseiden leviämisen estämistä koskevan sopimuksen hengessä tehnyt Kansainvälisen atomienergiajärjestön perussäännön III artiklan A 5 kohdan mukaisen sopimuksen, jonka perusteella Järjestön tällöin voimassa olevaa valvontajärjestelmää sovelletaan tai on sovellettava Suomen Tasavallan toimintoihin atomienergian alalla, Amerikan Yhdysvaltain hallitus sitoutuu neuvottelemaan siitä, kuinka laajalti tällaisen Suomen Tasavallan hallituksen ja Järjestön välisen sopimuksen määräykset voidaan hyväksyä tämän artiklan A kohdan tarkoitusperät täyttäväksi.

C. Mikäli osapuolet eivät pääse molemminpuolisesti tyydyttävään sopimukseen tämän artiklan A tai B kohdan mukaisen järjestelyn ehdoista, kumpikin osapuoli voi ilmoituksella purkaa tämän sopimuksen. Ennen kuin jompikumpi osapuoli ryhtyy toimenpiteisiin tämän sopimuksen purkamiseksi, osapuolet harkitsevat tarkoin purkamisen taloudellisia vaikutuksia. Kumpikaan osapuoli ei vetoa purkamisoikeuteensa, ennen kuin se on antanut toiselle osapuolelle asianmukaisen ennakkoilmoituksen, jotta varattaisiin Suomen Tasavallan hallitukselle, mikäli se on toinen osapuoli, mahdollisuus vaihtoehtoisen voimanlähteen järjestämiseen ja jotta varattaisiin Amerikan Yhdysvaltain hallitukselle, mikäli se on toinen osapuoli, mahdollisuus tuotantosuunnitelmien järjestelemiseen. Siinä tapauksessa, että jompikumpi osapuoli purkaa sopimuksen, Suomen Tasavallan hallituksen tulee Amerikan Yhdysvaltain hallituksen pyynnöstä palauttaa Amerikan Yhdysvaltain hallitukselle kaikki tämän sopimuksen perusteella vastaanotettu erityinen ydinmateriaali,

joka on vielä sen tai sen lainkäyttövallan alaisten henkilöiden hallinnassa. Amerikan Yhdysvaltain hallitus korvaa Suomen Tasavallan hallitukselle tai sen lainkäyttövallan alaisille henkilöille palautetun materiaalin arvon Amerikan Yhdysvalloissa tällöin voimassa olevan Komission hintataulukon mukaisesti.

XII ARTIKLA

A. Amerikan Yhdysvaltain hallitus ja Suomen Tasavallan hallitus korostavat niiden yhteisen edun mukaista olevan varmistaa, että tämän sopimuksen perusteella Suomen Tasavallan hallituksen tai sen lainkäyttövallan alaisen henkilön käytettäväksi asetettua materiaalia, laitteita tai laitteistoja käytetään yksinomaan siviilitarkoituksiin.

B. Siltä osin kuin tässä sopimuksessa edellytettyjä valvontaoikeuksia ei XI artiklassa määrätyllä tavalla keskeytetä Kansainvälisen atomienergiajärjestön valvonnan soveltamisen johdosta, Amerikan Yhdysvaltain hallituksella on, tämän sopimuksen kaikista muista määräyksistä riippumatta, seuraavat oikeudet:

(1) varmistautuakseen suunnittelun ja käyttämisen siviilitarkoituksesta ja siitä, että valvontaa voidaan soveltaa tehokkaasti, oikeus tarkastaa rakennesuunnittelultaan kaikki

(a) reaktorit ja

(b) muut laitteet ja laitteistot, joiden rakennesuunnittelun Komissio katsoo valvonnan tehokkaan soveltamisen kannalta oleelliseksi, jotka reaktorit, laitteet tai laitteistot Amerikan Yhdysvaltain hallitus tai sen lainkäyttövallan alainen henkilö asettaa tämän sopimuksen perusteella Suomen Tasavallan hallituksen tai sen lainkäyttövallan alaisen henkilön käytettäviksi taikka joissa

käytetään, valmistetaan tai käsitellään jotakin seuraavista tämän sopimuksen perusteella käytettäviksi asetetuista materiaaleista: lähtöaine, erityinen ydinmateriaali, hidastinmateriaali tai muu Komission määräämä materiaali;

(2) Amerikan Yhdysvaltain hallituksen tai sen lainkäyttövallan alaisen henkilön tämän sopimuksen perusteella Suomen Tasavallan hallituksen tai sen lainkäyttövallan alaisen henkilön käytettäväksi asettaman lähtöaineen tai erityisen ydinmateriaalin osalta sekä kaiken lähtöaineen tai erityisen ydinmateriaalin osalta, jota on käytetty, saatu tai tuotettu käyttämällä jotakin seuraavista tämän sopimuksen perusteella käytettäviksi asetetuista materiaaleista, laitteista tai laitteistoista:

(a) lähtöaine, erityinen ydinmateriaali, hidastinmateriaali tai muu Komission määräämä materiaali,

(b) reaktorit ja

(c) muut laitteet tai laitteistot, joiden osalta Komissio on käytettäväksi asettamisen ehdoksi määrännyt, että tämän B (2) kohdan määräyksiä sovelletaan,

(i) oikeus vaatia käyttökirjanpidon pitämistä ja esittämistä sekä vaatia ja saada raportteja tällaisten materiaalien selvitettävyyden varmistamisen helpottamiseksi ja

(ii) oikeus vaatia, että kaikki tällaiset Suomen Tasavallan hallituksen tai sen lainkäyttövallan alaisen henkilön hallussa olevat materiaalit ovat kaiken tässä artiklassa edellytetyn valvonnan ja X artiklassa mainittujen vakuutuksien alaisia;

(3) oikeus hyväksyä laitokset, joita käytetään tämän artiklan

B (2) kohdassa mainitun erityisen ydinmateriaalin varastoimiseen, jota materiaalia ei tarvita Suomen Tasavallassa toteutettaviin atomienergia-ohjelmiin ja jota materiaalia ei siirretä Suomen Tasavallan hallituksen lainkäyttövallan ulkopuolelle, tai käytetä muulla tavoin molempien osapuolten hyväksyttävissä olevan järjestelyn mukaisesti;

(4) oikeus Suomen Tasavallan hallituksen kanssa käytyjen neuvottelujen jälkeen nimetä henkilöt, joilla on oikeus päästä yhdessä, mikäli jompikumpi osapuoli niin vaatii, Suomen Tasavallan hallituksen nimeämien henkilöiden kanssa Suomen Tasavallassa kaikkiin niihin paikkoihin ja saada kaikki ne tiedot, jotka ovat tarpeen tämän artiklan B (2) kohdan alaisen lähtöaineen ja erityisen ydinmateriaalin selvittämisessä tämän sopimuksen noudattamisen toteamiseksi sekä suorittaa mahdollisesti tarpeellisiksi katsottavat erilliset mittaukset;

(5) oikeus keskeyttää tai purkaa tämä sopimus ja vaatia tämän artiklan B (2) kohdassa tarkoitettujen materiaalien, laitteiden ja laitteistojen palauttamista siinä tapauksessa, että tämän artiklan määräyksiä taikka X artiklassa mainittuja vakuutuksia ei ole noudatettu, tai Suomen Tasavallan hallitus on laiminlyönyt tämän artiklan määräysten täyttämisen kohtuullisessa ajassa;

(6) oikeus neuvotella Suomen Tasavallan hallituksen kanssa terveys- ja turvallisuuskysymyksistä.

C. Suomen Tasavallan hallitus sitoutuu helpottamaan tässä artiklassa edellytetyn valvonnan soveltamista.

XIII ARTIKLA

Tämä sopimus tulee voimaan sinä päivänä, jolloin kumpikin hallitus on ottanut vastaan toiselta hallitukselta kirjallisen tiedonannon siitä, että se on täyttänyt kaikki lakimääräiset ja valtiosäännön mukaiset vaatimukset sopimuksen voimaantulon osalta, ja sopimus on voimassa kolmenkymmenen (30) vuoden ajan.

TÄMÄN VAKUUDEKSI alle merkityt asianmukaisesti valtuutetut henkilöt ovat allekirjoittaneet tämän sopimuksen.

TEHTY Washingtonissa 8 päivänä huhtikuuta 1970, kahtena englanninja suomenkielisenä kappaleena, molempien tekstien ollessa yhtä todistusvoimaiset.

AMERIKAN YHDYSVALTAIN HALLITUKSEN PUOLESTA:

SUOMEN TASAVALLAN HALLITUKSEN PUOLESTA:

LIITE

SUOMEN RIKASTETTUA URAANIA KÄYTTÄVIÄ TEHOREAKTOREITA KOSKEVA OHJELMA

(1) REAKTORIT	(2) SUUNNITELTU RAKENNUSTÖIDEN ALKAMISAJANKOHTA	(3) KRIITILLISYYDEN SAAVUTTAMISAJANKOHTA	(4) TARVITTAVA U-235:n KOKONAISMÄÄRÄ (KG)
A. 750 MWe	1972	1978	13,000
B. 750 MWe	1974	1980	12,000
		YHTEENSÄ.	25,000

AUSTRALIA

Space Research Program

Agreement effected by exchange of notes
Dated at Canberra May 22, 1970;
Entered into force May 22, 1970.

The American Embassy to the Department of External Affairs of Australia

Note No. 106

The Embassy of the United States of America presents its compliments to the Department of External Affairs and has the honor to refer to the Agreement concluded between the Governments of the United States of America and the Commonwealth of Australia on March 25, 1970 [1] concerning a continued program of cooperation to facilitate space flight operations contributing to the advancement of mutual scientific knowledge of man's spatial environment and its effects. In accordance with the spirit of cooperation inherent in that Agreement, further discussions have been held between representatives of the two countries looking towards use of the Australian Woomera range for the launching of U.S. sounding rockets for scientific investigations.

In accordance with those discussions, it is proposed that the two governments cooperate in a program involving the launching from Woomera during 1970 of up to three Aerobee rockets for scientific investigations. It is proposed that the specific number, character and schedule of scientific experiments to be performed as part of the program, the allocation of technical and operational responsibility with respect to the launching, the arrangements for financing the program, and the provision of facilities and services for rocket launching, tracking and telemetering of information from the rocket, be agreed upon by the National Aeronautics and Space Administration, the cooperating agency of the Government of the United States of America, and by the Department of Supply, the cooperating agency of the Government of the Commonwealth of Australia. It is further proposed that

[1] TIAS 6866, *ante*, p. 1097.

the provisions of Articles three through twelve of the Agreement of March 25, 1970 between the two governments shall apply *mutatis mutandis* with respect to this joint program.

The Embassy proposes that if the foregoing is acceptable to the Government of the Commonwealth of Australia, this Note and the Department's reply to that effect shall together constitute and evidence an agreement between the two governments which shall enter into force on the date of the Department's reply and shall remain in force for three years. The Embassy further proposes that this Agreement shall supersede and terminate the Agreement for an Ultra Violet Survey of the Southern Skies effected by an Exchange of Notes between Australia and the United States of America on May 22, 1961. [1]

The Embassy avails itself of this opportunity to renew to the Department of External Affairs the assurances of its highest consideration.

J V M

EMBASSY OF THE UNITED STATES OF AMERICA,
Canberra, A.C.T., May 22, 1970

The Department of External Affairs of Australia to the American Embassy

The Department of External Affairs presents its compliments to the Embassy of the United States of America and has the honour to acknowledge receipt of the Embassy's Note No. 106 of 22nd May 1970, reading as follows:

> "The Embassy of the United States of America presents its compliments to the Department of External Affairs and has the honor to refer to the Agreement concluded between the Governments of the United States of America and the Commonwealth of Australia on March 25, 1970 concerning a continued program of cooperation to facilitate space flight operations contributing to the advancement of mutual scientific knowledge of man's spatial environment and its effects. In accordance with the spirit of cooperation inherent in that Agreement, further discussions have been held between representatives of the two countries looking towards use of the Australian Woomera range for the launching of U.S. sounding rockets for scientific investigations.
>
> In accordance with those discussions, it is proposed that the two governments cooperate in a program involving the launching from Woomera during 1970 of up to three Aerobee rockets for

[1] TIAS 4749; 12 UST 526.

scientific investigations. It is proposed that the specific number, character and schedule of scientific experiments to be performed as part of the program, the allocation of technical and operational responsibility with respect to the launching, the arrangements for financing the program, and the provision of facilities and services for rocket launching, tracking and telemetering of information from the rocket, be agreed upon by the National Aeronautics and Space Administration, the cooperating agency of the Government of the United States of America, and by the Department of Supply, the cooperating agency of the Government of the Commonwealth of Australia. It is further proposed that the provisions of Articles three through twelve of the Agreement of March 25, 1970 between the two governments shall apply *mutatis mutandis* with respect to this joint program.

The Embassy proposes that if the foregoing is acceptable to the Government of the Commonwealth of Australia, this Note and the Department's reply to that effect shall together constitute and evidence an agreement between the two governments which shall enter into force on the date of the Department's reply and shall remain in force for three years. The Embassy further proposes that this Agreement shall supersede and terminate the Agreement for an Ultra Violet Survey of the Southern Skies effected by an Exchange of Notes between Australia and the United States of America on May 22, 1961."

The Department of External Affairs has the honour to confirm that the Government of the Commonwealth of Australia concurs in the proposals outlined in the Embassy's Note and agrees that the Embassy's Note and the present reply shall together constitute and evidence an Agreement between the Government of the Commonwealth of Australia and the Government of the United States of America on the matter which shall enter into force on the date of the Department's reply.

CANBERRA, A.C.T.
22nd May, 1970.

SWAZILAND

Development Assistance

Agreement signed at Mbabane June 3, 1970; Entered into force June 3, 1970.

GENERAL AGREEMENT SPECIAL DEVELOPMENT ASSISTANCE

I. Objective

The purpose of this Agreement is to provide a framework for assistance by the United States of America for small development activities in the Kingdom of Swaziland for which primary responsibility is reposed in the Government or People of the Kingdom of Swaziland. Such assistance shall be furnished as agreed upon by the Embassy of the United States of America ("Embassy") and the Government of the Kingdom of Swaziland, pursuant to the Foreign Assistance Act of 1961, as amended.[1] Such assistance will be directed toward those activities in which self-help by the Government or People of the Kingdom of Swaziland is an important element.

II. Methods of Implementation

A. Pursuant to this Agreement the Embassy will consider requests for assistance for small development activities proposed by the Government of the Kingdom of Swaziland or requests for such activities which have been proposed by local governments or private organizations within Swaziland and concurred in by the Government of the Kingdom of Swaziland.

B. After determination to proceed with any proposed activity, the Embassy will prepare a brief description of the activity and the responsibilities to be undertaken by the Embassy and by the Government of the Kingdom of Swaziland or the local government or private organization sponsoring the activity. After the Government of the Kingdom of Swaziland or the local government or private organization sponsoring the activity has agreed to such a description, obligation of United States' funds for the activity will be by Embassy purchase

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

order or other contractual document for the goods and services financed by the United States of America.

III. Special Provisions

A. The Government of the Kingdom of Swaziland will make such arrangements as may be necessary so that funds introduced into Swaziland by the Embassy or any public or private agency for purposes of carrying out obligations of the United States Government hereunder shall be convertible into currency of Swaziland at the highest rate which, at the time the conversion is made, is not unlawful in Swaziland.

B. The Embassy shall expend funds and carry on operations pursuant to this Agreement only in accordance with the applicable laws and regulations of the United States Government and of Swaziland.

C. If the Embassy or any public or private organization furnishing commodities through United States Government financing for operations hereunder in Swaziland is, under the laws, regulations, or administrative procedures of Swaziland or any other country, liable for customs duties or import taxes on commodities imported into Swaziland for the purpose of carrying out an activity under this Agreement, the Government of the Kingdom of Swaziland will pay such duties and taxes unless exemption is otherwise provided by any applicable international agreement.

D. The two parties shall have the right at any time to observe operations carried out under this Agreement. Either party during the term of an activity under this Agreement and until three years after the completion of the activity, shall further have the right (1) to examine any property procured through financing by that party under this Agreement, wherever such property is located, and (2) to inspect and audit any records and accounts with respect to funds provided by, or any properties and contract services procured through financing by, that party under this Agreement, wherever such records may be located and maintained. Each party, in arranging for any disposition of any property procured through financing by the other party under this Agreement, shall assure that the rights of examination, inspection, and audit described in the preceding sentence are reserved to the party which did the financing.

E. Upon completion of each activity, a Completion Report shall be promptly drawn up by the Embassy, signed by appropriate representatives of the Embassy and the Government of the Kingdom of Swaziland, or the local government or private organization receiving the United States assistance, and submitted to the Embassy and the Government of the Kingdom of Swaziland. The Completion Report shall include a summary of the actual contributions by both the United States of America and the Government of the Kingdom of Swaziland, or other local or private entity, to such activity, and shall provide a record of what was done, the objectives achieved, and related basic

data. The Embassy and the Government of the Kingdom of Swaziland, or the appropriate local or private entity, shall each furnish the other with such information as may be needed to determine the nature and scope of operations under this Agreement and to evaluate the effectiveness of such operations.

F. Any property furnished to the Government of the Kingdom of Swaziland through financing pursuant to this Agreement shall, unless otherwise agreed by the United States Government, be devoted to the project until completion of the project, and thereafter shall be used so as to further the objectives sought in carrying out the project. The Government of the Kingdom of Swaziland, unless otherwise agreed by the United States Government, shall offer to return to the United States Government or to reimburse the United States Government for, any property which it obtains through financing by the United States Government pursuant to this Agreement which is not used in accordance with the preceding sentence.

G. This Agreement shall enter into force when signed. All or any part of the assistance provided herein may be terminated by either government if that government determines that by changed conditions such assistance is unnecessary or undesirable. The termination of such assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered. It is expressly understood that the obligations under paragraph F relating to the use of property shall remain in force after such termination.

DONE in Mbabane, Swaziland, the 3rd of June, 1970.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

ROBERT W. CHASE

Robert W. Chase
Chargé d'Affaires, a.i.

FOR THE GOVERNMENT OF THE KINGDOM OF SWAZILAND:

M J DLAMINI

Makhosini J. Dlamini
Prime Minister and Minister Responsible for Foreign Affairs

BELGIUM

Mutual Defense Assistance

Agreement amending annex B to the agreement of January 27, 1950.
Effected by exchange of notes
Signed at Brussels May 19 and June 18, 1970;
Entered into force June 18, 1970.

The American Ambassador to the Minister of Foreign Affairs of Belgium

AMERICAN EMBASSY
No. 67 *Brussels, May 19, 1970*

EXCELLENCY:

I have the honor to refer to this Embassy's Note No. 35 of March 12, 1970, and to the Note dated May 11, 1970, from the Ministry of Foreign Affairs regarding a revision of Annex B to the Mutual Defense Assistance Agreement[1] between the United States of America and Belgium to provide for funds for administrative expenses in connection with the Mutual Defense Assistance Program during the year ending June 30, 1970. It was agreed by this exchange of notes that Annex B would be amended to cover the period July 1, 1969 to June 30, 1970 and the text changed to reflect the actual administrative expenses foreseen in connection with carrying out the Mutual Defense Assistance Agreement. It is accordingly proposed that the text of Annex B be amended to read as follows:

> "In implementation of paragraph 1 of Article V of the Mutual Defense Assistance Agreement the Government of Belgium in conjunction with the Government of Luxembourg, will deposit Belgian and Luxembourg francs at such times as requested in an account designated by the United States Embassy at Brussels and the United States Embassy at Luxembourg, not to exceed in total 16,250,000 Belgian and Luxembourg francs, for their use on behalf of the Government of the United States for administrative expenditures within Belgium and Luxembourg in connection with carrying out that Agreement for the period July 1, 1969 – June 30, 1970."

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[1] TIAS 2010, 6729; 1 UST 1; 20 UST 2693.

Upon receipt of a note from Your Excellency indicating that the foregoing text is acceptable to the Belgian Government, the Government of the United States of America will consider that this note and the reply thereto constitute an agreement between the two Governments on this subject which shall enter into force on the date of Your Excellency's note.

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

JOHN S. D. EISENHOWER

His Excellency
PIERRE HARMEL
Minister of Foreign Affairs
Brussels

The Minister of Foreign Affairs of Belgium to the American Ambassador

MINISTÈRE DES AFFAIRES ETRANGÈRES
ET DU
COMMERCE EXTÉRIEUR
Le Ministre des
Affaires Etrangeres

BRUXELLES, *le 18-6-1970*

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur d'accuser la réception de la lettre de Votre Excellence du 19 mai 1970, n° 67, ayant pour objet la modification pour l'exercice fiscal 1969–1970 de l'annexe B de l'Accord pour la défense mutuelle entre la Belgique et les Etats-Unis d'Amérique.

Je tiens à marquer à Votre Excellence l'accord du Gouvernement belge sur le texte suivant:

> "En exécution du paragraphe 1 de l'article V de l'Accord d'aide pour la défense mutuelle, le Gouvernement belge, conjointement avec le Gouvernement luxembourgeois, déposera, lorsqu'il en sera prié, à un compte désigné par l'Ambassade des Etats-Unis à Bruxelles et l'Ambassade des Etats-Unis à Luxembourg, à l'usage de ces dernières, au nom du Gouvernement des Etats-Unis, des francs belges et luxembourgeois, dont le total ne dépassera pas 16.250.000 frances belges et luxembourgeois, en vue du règlement des dépenses administratives en Belgique et au Luxembourg résultant de l'exécution de cet Accord pour la période du 1er juillet 1969 au 30 juin 1970."

Je marque également mon accord pour considérer que la note de Votre Excellence en date du 19 mai 1970 et la présente réponse, constituent un accord entre les deux Gouvernements à ce sujet, qui entrera en vigueur à la date de ce jour.

Je saisis cette occasion, Monsieur l'Ambassadeur, de renouveler à Votre Excellence l'assurance de ma très haute considération.

P HARMEL

P. Harmel

A Son Excellence
MONSIEUR J. EISENHOWER
Ambassadeur des Etats-Unis d'Amérique
à Bruxelles

Translation

MINISTRY OF FOREIGN AFFAIRS
AND
FOREIGN TRADE
THE MINISTER OF FOREIGN AFFAIRS

BRUSSELS, *June 18, 1970*

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's note No. 67, of May 19, 1970, proposing an amendment, for the 1969–1970 fiscal year, of Annex B to the Mutual Defense Assistance Agreement between Belgium and the United States of America.

I wish to inform Your Excellency of the acceptance by the Belgian Government of the following text:

[For the English language text, see p. 1415.]

I also wish to inform you that I agree to consider Your Excellency's note of May 19, 1970 and this reply as constituting an agreement between the two Governments on this subject, which shall enter into force on today's date.

I avail myself of this occasion, Mr. Ambassador, to renew to Your Excellency the assurance of my very high consideration.

P HARMEL

P. Harmel

His Excellency
J. EISENHOWER,
Ambassador of the United States of America,
Brussels.

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MULTILATERAL

Convention on Privileges and Immunities of the United Nations

Adopted by the General Assembly of the United Nations February 13, 1946;
Ratification advised by the Senate of the United States of America, subject to reservations, March 19, 1970;
Ratified by the President of the United States of America, subject to said reservations, April 15, 1970;
Accession of the United States of America deposited with the Secretary-General of the United Nations April 29, 1970;
Proclaimed by the President of the United States of America July 9, 1970;
Entered into force with respect to the United States of America April 29, 1970.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Convention on the Privileges and Immunities of the United Nations was adopted by the General Assembly of the United Nations on February 13, 1946, the text of which is as follows

Convention on the Privileges and Immunities of the United Nations

Adopted by the General Assembly of the United Nations

on 13 February 1946

Convention sur les privilèges et immunités des Nations Unies

Approuvée par l'Assemblée générale des Nations Unies

le 13 février 1946

TIAS 6900

Convention on the Privileges and Immunities of the United Nations

ADOPTED BY THE GENERAL ASSEMBLY OF THE UNITED NATIONS ON 13 FEBRUARY 1946

WHEREAS Article 104 of the Charter of the United Nations [1] provides that the Organization shall enjoy in the territory of each of its Members such legal capacity as may be necessary for the exercise of its functions and the fulfilment of its purposes and

WHEREAS Article 105 of the Charter of the United Nations provides that the Organization shall enjoy in the territory of each of its Members such privileges and immunities as are necessary for the fulfilment of its purposes and that representatives of the Members of the United Nations and officials of the Organization shall similarly enjoy such privileges and immunities as are necessary for the independent exercise of their functions in connection with the Organization.

CONSEQUENTLY the General Assembly by a Resolution adopted on the 13 February 1946, approved the following Convention and proposed it for accession by each Member of the United Nations.

ARTICLE I

JURIDICAL PERSONALITY

SECTION 1. The United Nations shall possess juridical personality.

It shall have the capacity

(a) to contract;

(b) to acquire and dispose of immovable and movable property;

(c) to institute legal proceedings.

[1] TS 993, 59 Stat. 1053.

Convention sur les privilèges et immunités des Nations Unies

APPROUVÉE PAR L'ASSEMBLÉE GÉNÉRALE DES NATIONS UNIES LE 13 FÉVRIER 1946

CONSIDERANT que l'Article 104 de la Charte des Nations Unies stipule que l'Organisation jouit, sur le territoire de chacun de ses Membres, de la capacité juridique qui lui est nécessaire pour exercer ses fonctions et atteindre ses buts,

CONSIDERANT que l'Article 105 de la Charte des Nations Unies stipule que l'Organisation jouit, sur le territoire de chacun de ses Membres, des privilèges et immunités qui lui sont nécessaires pour atteindre ses buts, et que les représentants des Membres des Nations Unies et les fonctionnaires de l'Organisation jouissent également des privilèges et immunités qui leur sont nécessaires pour exercer en toute indépendance leurs fonctions en rapport avec l'Organisation,

EN CONSEQUENCE, par une résolution adoptée le 13 février 1946, l'Assemblée générale a approuvé la convention suivante et l'a proposée à l'adhésion de chacun des Membres des Nations Unies.

ARTICLE PREMIER

PERSONNALITE JURIDIQUE

SECTION 1. L'Organisation des Nations Unies possède la personnalité juridique. Elle a la capacité:

a) de contracter;

b) d'acquérir et de vendre des biens immobiliers et mobiliers;

c) d'ester en justice.

ARTICLE II

PROPERTY, FUNDS AND ASSETS

SECTION 2. The United Nations, its property and assets wherever located and by whomsoever held, shall enjoy immunity from every form of legal process except insofar as in any particular case it has expressly waived its immunity It is, however, understood that no waiver of immunity shall extend to any measure of execution.

SECTION 3. The premises of the United Nations shall be inviolable. The property and assets of the United Nations, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.

SECTION 4. The archives of the United Nations, and in general all documents belonging to it or held by it, shall be inviolable wherever located.

SECTION 5. Without being restricted by financial controls, regulations or moratoria of any kind,

(a) the United Nations may hold funds, gold or currency of any kind and operate accounts in any currency,

(b) the United Nations shall be free to transfer its funds, gold or currency from one country to another or within any country and to convert any currency held by it into any other currency.

SECTION 6. In exercising its rights under Section 5 above, the United Nations shall pay due regard to any representations

ARTICLE II

BIENS, FONDS ET AVOIRS

SECTION 2. L'Organisation des Nations Unies, ses biens et avoirs, quels que soient leur siège et leur détenteur, jouissent de l'immunité de juridiction, sauf dans la mesure où l'Organisation y a expressément renoncé, dans un cas particulier. Il est toutefois entendu que la renonciation ne peut s'étendre à des mesures d'exécution.

SECTION 3. Les locaux de l'Organisation sont inviolables. Ses biens et avoirs, où qu'ils se trouvent et quel que soit leur détenteur, sont exempts de perquisition, réquisition, confiscation, expropriation ou de toute autre forme de contrainte exécutive, administrative, judiciaire ou législative.

SECTION 4. Les archives de l'Organisation et, d'une manière générale, tous les documents lui appartenant ou détenus par elle, sont inviolables, où qu'ils se trouvent.

SECTION 5. Sans être astreinte à aucun contrôle, réglementation ou moratoire financiers

a) l'Organisation peut détenir des fonds, de l'or ou des devises quelconques et avoir des comptes en n'importe quelle monnaie,

b) l'Organisation peut transférer librement ses fonds, son or ou ses devises d'un pays dans un autre ou à l'intérieur d'un pays quelconque et convertir toutes devises détenues par elle en toute autre monnaie.

SECTION 6. Dans l'exercice des droits qui lui sont accordés en vertu de la section 5 ci-dessus, l'Organisation des Nations Unies

made by the Government of any Member insofar as it is considered that effect can be given to such representations without detriment to the interests of the United Nations.

SECTION 7. The United Nations, its assets, income and other property shall be

(a) exempt from all direct taxes, it is understood, however, that the United Nations will not claim exemption from taxes which are, in fact, no more than charges for public utility services,

(b) exempt from customs duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by the United Nations for its official use. It is understood, however, that articles imported under such exemption will not be sold in the country into which they were imported except under conditions agreed with the Government of that country,

(c) exempt from customs duties and prohibitions and restrictions on imports and exports in respect of its publications.

SECTION 8. While the United Nations will not, as a general rule, claim exemption from excise duties and from taxes on the sale of movable and immovable property which form part of the price to be paid, nevertheless when the United Nations is making important purchases for official use of property on which such duties and taxes have been charged or are chargeable, Members will, whenever possible, make appropriate administrative arrangements for the remission or return of the amount of duty or tax.

tiendra compte de toutes représentations du Gouvernement d'un Etat Membre, dans la mesure où elle estimera pouvoir y donner suite sans porter préjudice à ses propres intérêts.

SECTION 7. L'Organisation des Nations Unies, ses avoirs, revenus et autres biens sont:

a) exonérés de tout impôt direct. Il demeure entendu, toutefois, que l'Organisation ne demandera pas l'exonération d'impôts qui ne seraient pas en excès de la simple rémunération de services d'utilité publique.

b) exonérés de tous droits de douane et prohibitions et restrictions d'importation ou d'exportation à l'égard d'objets importés ou exportés par l'Organisation des Nations Unies pour son usage officiel. Il est entendu, toutefois, que les articles ainsi importés en franchise ne seront pas vendus sur le territoire du pays dans lequel ils auront été introduits, à moins que ce ne soit à des conditions agréées par le Gouvernement de ce pays.

c) exonérés de tout droit de douane et de toutes prohibitions et restrictions d'importation et d'exportation à l'égard de ses publications.

SECTION 8. Bien que l'Organisation des Nations Unies ne revendique pas, en principe, l'exonération des droits d'accise et des taxes à la vente entrant dans le prix des biens mobiliers ou immobiliers, cependant, quand elle effectue pour son usage officiel des achats importants dont le prix comprend des droits et taxes de cette nature, les Membres prendront, chaque fois qu'il leur sera possible, les dispositions administratives appropriées en vue de la remise ou du remboursement du montant de ces droits et taxes.

ARTICLE III

FACILITIES IN RESPECT OF COMMUNICATIONS

SECTION 9. The United Nations shall enjoy in the territory of each Member for its official communications treatment not less favourable than that accorded by the Government of that Member to any other Government including its diplomatic mission in the matter of priorities, rates and taxes on mails, cables, telegrams, radiograms, telephotos, telephone and other communications, and press rates for information to the press and radio. No censorship shall be applied to the official correspondence and other official communications of the United Nations.

SECTION 10. The United Nations shall have the right to use codes and to despatch and receive its correspondence by courier or in bags, which shall have the same immunities and privileges as diplomatic couriers and bags.

ARTICLE IV

THE REPRESENTATIVES OF MEMBERS

SECTION 11. Representatives of Members to the principal and subsidiary organs of the United Nations and to conferences convened by the United Nations, shall, while exercising their functions and during their journey to and from the place of meeting, enjoy the following privileges and immunities.

(a) immunity from personal arrest or detention and from seizure of their personal baggage, and, in respect of words spoken or written and all acts done by them in their capacity as representatives, immunity from legal process of every kind;

ARTICLE III

FACILITES DE COMMUNICATIONS

SECTION 9. L'Organisation des Nations Unies bénéficiera, sur le territoire de chaque Membre, pour ses communications officielles, d'un traitement au moins aussi favorable que le traitement accordé par lui à tout autre gouvernement, y compris sa mission diplomatique, en ce qui concerne les priorités, tarifs et taxes sur le courrier, les câblogrammes, télégrammes, radiotélégrammes, téléphotos, communications téléphoniques et autres communications, ainsi que sur les tarifs de presse pour les informations à la presse et la radio. La correspondance officielle et les autres communications officielles de l'Organisation ne pourront être censurées.

SECTION 10. L'Organisation des Nations Unies aura le droit d'employer des codes ainsi que d'expédier et de recevoir sa correspondance par des courriers ou valises qui jouiront des mêmes privilèges et immunités que les courriers et valises diplomatiques.

ARTICLE IV

REPRESENTANTS DES MEMBRES

SECTION 11. Les représentants des Membres auprès des organes principaux et subsidiaires des Nations Unies et aux conférences convoquées par les Nations Unies jouissent, durant l'exercice de leurs fonctions et au cours des voyages à destination ou en provenance du lieu de la réunion, des privilèges et immunités suivants.

a) immunité d'arrestation personnelle ou de détention et de saisie de leurs bagages personnels et, en ce qui concerne les actes accomplis par eux en leur qualité de représentants (y compris leurs paroles et écrits), immunité de toute juridiction,

(b) inviolability for all papers and documents,

(c) the right to use codes and to receive papers or correspondence by courier or in sealed bags,

(d) exemption in respect of themselves and their spouses from immigration restrictions, alien registration or national service obligations in the state they are visiting or through which they are passing in the exercise of their functions;

(e) the same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign governments on temporary official missions,

(f) the same immunities and facilities in respect of their personal baggage as are accorded to diplomatic envoys, and also

(g) such other privileges, immunities and facilities not inconsistent with the foregoing as diplomatic envoys enjoy, except that they shall have no right to claim exemption from customs duties on goods imported (otherwise than as part of their personal baggage) or from excise duties or sales taxes.

SECTION 12. In order to secure, for the representatives of Members to the principal and subsidiary organs of the United Nations and to conferences convened by the United Nations, complete freedom of speech and independence in the discharge of their duties, the immunity from legal process in respect of words spoken or written and all acts done by them in discharging their duties shall continue to be accorded, notwithstanding that the persons concerned are no longer the representatives of Members.

SECTION 13. Where the incidence of any form of taxation depends upon residence, periods during which the representatives of

b) inviolabilité de tous papiers et documents,

c) droit de faire usage de codes et de recevoir des documents ou de la correspondance par courrier ou par valises scellées,

d) exemption pour eux-mêmes et pour leurs conjoints à l'égard de toutes mesures restrictives relatives à l'immigration, de toutes formalités d'enregistrement des étrangers, et de toutes obligations de service national dans les pays visités ou traversés par eux dans l'exercice de leurs fonctions,

e) les mêmes facilités en ce qui concerne les réglementations monétaires ou de change que celles accordées aux représentants de gouvernements étrangers en mission officielle temporaire,

f) les mêmes immunités et facilités en ce qui concerne leurs bagages personnels que celles accordées aux agents diplomatiques, et également

g) tels autres privilèges, immunités et facilités non incompatibles avec ce qui précède dont jouissent les agents diplomatiques, sauf le droit de réclamer l'exemption des droits de douane sur des objets importés (autres que ceux qui font partie de leurs bagages personnels) ou de droits d'accise ou de taxes à la vente.

SECTION 12. En vue d'assurer aux représentants des Membres aux organes principaux et subsidiaires des Nations Unies et aux conférences convoquées par l'Organisation une complète liberté de parole et une complète indépendance dans l'accomplissement de leurs fonctions, l'immunité de juridiction en ce qui concerne les paroles ou les écrits ou les actes émanant d'eux dans l'accomplissement de leurs fonctions continuera à leur être accordée, même après que ces personnes auront cessé d'être les représentants des Membres.

SECTION 13. Dans le cas où l'incidence d'un impôt quelconque est subordonnée à la résidence de l'assujetti, les périodes pendant

Members to the principal and subsidiary organs of the United Nations and to conferences convened by the United Nations are present in a state for the discharge of their duties shall not be considered as periods of residence.

SECTION 14. Privileges and immunities are accorded to the representatives of Members not for the personal benefit of the individuals themselves, but in order to safeguard the independent exercise of their functions in connection with the United Nations. Consequently a Member not only has the right but is under a duty to waive the immunity of its representative in any case where in the opinion of the Member the immunity would impede the course of justice, and it can be waived without prejudice to the purpose for which the immunity is accorded.

SECTION 15. The provisions of Sections 11, 12 and 13 are not applicable as between a representative and the authorities of the state of which he is a national or of which he is or has been the representative.

SECTION 16. In this article the expression "representatives" shall be deemed to include all delegates, deputy delegates, advisers, technical experts and secretaries of delegations.

ARTICLE V

OFFICIALS

SECTION 17 The Secretary-General will specify the categories of officials to which the provisions of this Article and Article VII shall apply. He shall submit these categories to the General Assembly. Thereafter these categories shall be communicated to the Governments of all Members. The names of the officials

lesquelles les représentants des Membres auprès des organes principaux et subsidiaires des Nations Unies et aux conférences convoquées par l'Organisation des Nations Unies se trouveront sur le territoire d'un Etat Membre pour l'exercice de leurs fonctions ne seront pas considérées comme des périodes de résidence.

SECTION 14. Les privilèges et immunités sont accordés aux représentants des Membres non à leur avantage personnel, mais dans le but d'assurer en toute indépendance l'exercice de leurs fonctions en rapport avec l'Organisation. Par conséquent, un Membre a non seulement le droit, mais le devoir de lever l'immunité de son représentant dans tous les cas où, à son avis, l'immunité empêcherait que justice soit faite et où elle peut être levée sans nuire au but pour lequel l'immunité est accordée.

SECTION 15. Les dispositions des sections 11, 12 et 13 ne sont pas applicables dans le cas d'un représentant vis-à-vis des autorités de l'Etat dont il est ressortissant ou dont il est ou a été le représentant.

SECTION 16. Aux fins du présent article, le terme "représentants" est considéré comme comprenant tous les délégués adjoints, conseillers, experts techniques et secrétaires de délégation.

ARTICLE V

FONCTIONNAIRES

SECTION 17. Le Secrétaire général déterminera les catégories des fonctionnaires auxquels s'appliquent les dispositions du présent article ainsi que de l'article VII. Il en soumettra la liste à l'Assemblée générale et en donnera ensuite communication aux Gouvernements de tous les Membres. Les noms des fonction-

included in these categories shall from time to time be made known to the Governments of Members.

SECTION 18. Officials of the United Nations shall.

(a) be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity;

(b) be exempt from taxation on the salaries and emoluments paid to them by the United Nations,

(c) be immune from national service obligations,

(d) be immune, together with their spouses and relatives dependent on them, from immigration restrictions and alien registration,

(e) be accorded the same privileges in respect of exchange facilities as are accorded to the officials of comparable ranks forming part of diplomatic missions to the Government concerned,

(f) be given, together with their spouses and relatives dependent on them, the same repatriation facilities in time of international crisis as diplomatic envoys,

(g) have the right to import free of duty their furniture and effects at the time of first taking up their post in the country in question.

SECTION 19. In addition to the immunities and privileges specified in Section 18, the Secretary-General and all Assistant Secretaries-General shall be accorded in respect of themselves, their spouses and minor children, the privileges and immunities, exemptions and facilities accorded to diplomatic envoys, in accordance with international law.

naires compris dans ces catégories seront communiqués périodiquement aux Gouvernements des Membres.

SECTION 18. Les fonctionnaires de l'Organisation des Nations Unies :

a) jouiront de l'immunité de juridiction pour les actes accomplis par eux en leur qualité officielle (y compris leurs paroles et écrits),

b) seront exonérés de tout impôt sur les traitements et émoluments versés par l'Organisation des Nations Unies;

c) seront exempts de toute obligation relative au service national,

d) ne seront pas soumis, non plus que leurs conjoints et les membres de leur famille vivant à leur charge, aux dispositions limitant l'immigration et aux formalités d'enregistrement des étrangers,

e) jouiront, en ce qui concerne les facilités de change, des mêmes privilèges que les fonctionnaires d'un rang comparable appartenant aux missions diplomatiques accréditées auprès du Gouvernement intéressé;

f) jouiront, ainsi que leurs conjoints et les membres de leur famille vivant à leur charge, des mêmes facilités de rapatriement que les envoyés diplomatiques en période de crise internationale,

g) jouiront du droit d'importer en franchise leur mobilier et leurs effets à l'occasion de leur première prise de fonction dans le pays intéressé.

SECTION 19. Outre les privilèges et immunités prévus à la section 18, le Secrétaire général et tous les Sous-Secrétaires généraux, tant en ce qui les concerne qu'en ce qui concerne leurs conjoints et enfants mineurs, jouiront des privilèges, immunités, exemptions et facilités accordés, conformément au droit international, aux envoyés diplomatiques.

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SECTION 20. Privileges and immunities are granted to officials in the interests of the United Nations and not for the personal benefit of the individuals themselves. The Secretary-General shall have the right and the duty to waive the immunity of any official in any case where, in his opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the United Nations. In the case of the Secretary-General, the Security Council shall have the right to waive immunity

SECTION 21. The United Nations shall co-operate at all times with the appropriate authorities of Members to facilitate the proper administration of justice, secure the observance of police regulations and prevent the occurrence of any abuse in connection with the privileges, immunities and facilities mentioned in this Article.

ARTICLE VI

EXPERTS ON MISSIONS FOR THE UNITED NATIONS

SECTION 22. Experts (other than officials coming within the scope of Article V) performing missions for the United Nations shall be accorded such privileges and immunities as are necessary for the independent exercise of their functions during the period of their missions, including the time spent on journeys in connection with their missions. In particular they shall be accorded.

(a) immunity from personal arrest or detention and from seizure of their personal baggage,

(b) in respect of words spoken or written and acts done by them in the course of the performance of their mission, immunity from legal process of every kind. This immunity from legal process shall continue to be accorded notwith-

SECTION 20. Les privilèges et immunités sont accordés aux fonctionnaires uniquement dans l'intérêt des Nations Unies et non à leur avantage personnel. Le Secrétaire général pourra et devra lever l'immunité accordée à un fonctionnaire dans tous les cas où, à son avis, cette immunité empêcherait que justice soit faite et pourra être levée sans porter préjudice aux intérêts de l'Organisation. A l'égard du Secrétaire général, le Conseil de Sécurité a qualité pour prononcer la levée des immunités.

SECTION 21. L'Organisation des Nations Unies collaborera, en tout temps, avec les autorités compétentes des Etats Membres en vue de faciliter la bonne administration de la justice, d'assurer l'observation des règlements de police et d'éviter tout abus auquel pourraient donner lieu les privilèges, immunités et facilités énumérés dans le présent article.

ARTICLE VI

EXPERTS EN MISSIONS POUR L'ORGANISATION DES NATIONS UNIES

SECTION 22. Les experts (autres que les fonctionnaires visés à l'article V), lorsqu'ils accomplissent des missions pour l'Organisation des Nations Unies, jouissent, pendant la durée de cette mission, y compris le temps du voyage, des privilèges et immunités nécessaires pour exercer leurs fonctions en toute indépendance. Ils jouissent en particulier des privilèges et immunités suivants.

a) immunité d'arrestation personnelle ou de détention et de saisie de leurs bagages personnels,

b) immunité de toute juridiction en ce qui concerne les actes accomplis par eux au cours de leurs missions (y compris leurs paroles et écrits). Cette immunité continuera à leur être accordée même après que ces personnes auront

standing that the persons concerned are no longer employed on missions for the United Nations;

(c) inviolability for all papers and documents;

(d) for the purpose of their communications with the United Nations, the right to use codes and to receive papers or correspondence by courier or in sealed bags;

(e) the same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign governments on temporary official missions;

(f) the same immunities and facilities in respect of their personal baggage as are accorded to diplomatic envoys.

SECTION 23. Privileges and immunities are granted to experts in the interests of the United Nations and not for the personal benefit of the individuals themselves. The Secretary-General shall have the right and the duty to waive the immunity of any expert in any case where, in his opinion, the immunity would impede the course of justice and it can be waived without prejudice to the interests of the United Nations.

ARTICLE VII

UNITED NATIONS LAISSEZ-PASSER

SECTION 24. The United Nations may issue United Nations laissez-passer to its officials. These laissez-passer shall be recognized and accepted as valid travel documents by the authorities of Members, taking into account the provisions of Section 25.

SECTION 25. Applications for visas (where required) from the holders of United Nations laissez-passer, when accompanied by a certificate that they are travelling on the business of the United Nations, shall be dealt with as speedily as possible. In addition, such persons shall be granted facilities for speedy travel.

cessé de remplir des missions pour l'Organisation des Nations Unies,

c) inviolabilité de tous papiers et documents,

d) droit de faire usage de codes et de recevoir des documents et de la correspondance par courrier ou par valises scellées, pour leurs communications avec l'Organisation des Nations Unies;

e) les mêmes facilités en ce qui concerne les réglementations monétaires ou de change que celles qui sont accordées aux représentants des gouvernements étrangers en mission officielle temporaire,

f) les mêmes immunités et facilités en ce qui concerne leurs bagages personnels que celles qui sont accordées aux agents diplomatiques.

SECTION 23. Les privilèges et immunités sont accordés aux experts dans l'intérêt de l'Organisation des Nations Unies, et non à leur avantage personnel. Le Secrétaire général pourra et devra lever l'immunité accordée à un expert, dans tous les cas où, à son avis, cette immunité empêcherait que justice soit faite et où elle peut être levée sans porter préjudice aux intérêts de l'Organisation.

ARTICLE VII

LAISSEZ-PASSER DES NATIONS UNIES

SECTION 24. L'Organisation des Nations Unies pourra délivrer des laissez-passer à ses fonctionnaires. Ces laissez-passer seront reconnus et acceptés, par les autorités des Etats Membres, comme titre valable de voyage en tenant compte des dispositions de la section 25.

SECTION 25. Les demandes de visas (lorsque des visas sont nécessaires) émanant des titulaires de ces laissez-passer, et accompagnées d'un certificat attestant que ces fonctionnaires voyagent pour le compte de l'Organisation, devront être examinées dans le plus bref délai possible. En outre, des facilités de voyage rapide seront accordées aux titulaires de ces laissez-passer.

SECTION 26. Similar facilities to those specified in Section 25 shall be accorded to experts and other persons who, though not the holders of United Nations laissez-passer, have a certificate that they are travelling on the business of the United Nations.

SECTION 27 The Secretary-General, Assistant Secretaries-General and Directors travelling on United Nations laissez-passer on the business of the United Nations shall be granted the same facilities as are accorded to diplomatic envoys.

SECTION 28. The provisions of this article may be applied to the comparable officials of specialized agencies if the agreements for relationship made under Article 63 of the Charter so provide.

ARTICLE VIII

SETTLEMENT OF DISPUTES

SECTION 29. The United Nations shall make provisions for appropriate modes of settlement of

(a) disputes arising out of contracts or other disputes of a private law character to which the United Nations is a party;

(b) disputes involving any official of the United Nations who by reason of his official position enjoys immunity, if immunity has not been waived by the Secretary-General.

SECTION 30. All differences arising out of the interpretation or application of the present convention shall be referred to the International Court of Justice, unless in any case it is agreed by the parties to have recourse to another mode of settlement. If a difference arises between the United Nations on the one hand and a Member on the other hand, a request shall be made for an advisory opinion on any legal question involved in accord-

SECTION 26. Des facilités analogues à celles qui sont mentionnées à la section 25 seront accordées aux experts et autres personnes qui, sans être munis d'un laissez-passer des Nations Unies, seront porteurs d'un certificat attestant qu'ils voyagent pour le compte de l'Organisation.

SECTION 27 Le Secrétaire général, les Sous-Secrétaires généraux et les directeurs, voyageant pour le compte de l'Organisation et munis d'un laissez-passer délivré par celle-ci, jouiront des mêmes facilités que les envoyés diplomatiques.

SECTION 28. Les dispositions du présent article peuvent être appliquées aux fonctionnaires, de rang analogue, appartenant à des institutions spécialisées, si les accords fixant les relations desdites institutions avec l'Organisation, aux termes de l'Article 63 de la Charte, comportent une disposition à cet effet.

ARTICLE VIII

REGLEMENT DES DIFFERENDS

SECTION 29. L'Organisation des Nations Unies devra prévoir des modes de règlement appropriés pour·

a) les différends en matière de contrats ou autres différends de droit privé dans lesquels l'Organisation serait partie,

b) les différends dans lesquels serait impliqué un fonctionnaire de l'Organisation qui, du fait de sa situation officielle, jouit de l'immunité, si cette immunité n'a pas été levée par le Secrétaire général.

SECTION 30. Toute contestation portant sur l'interprétation ou l'application de la présente convention sera portée devant la Cour internationale de Justice, à moins que, dans un cas donné, les parties ne conviennent d'avoir recours à un autre mode de règlement. Si un différend surgit entre l'Organisation des Nations Unies, d'une part, et un Membre, d'autre part, un avis consultatif sur tout point de droit soulevé sera demandé en

ance with Article 96 of the Charter and Article 65 of the Statute of the Court.[1] The opinion given by the Court shall be accepted as decisive by the parties.

FINAL ARTICLE

SECTION 31. This convention is submitted to every Member of the United Nations for accession.

SECTION 32. Accession shall be effected by deposit of an instrument with the Secretary-General of the United Nations and the convention shall come into force as regards each Member on the date of deposit of each instrument of accession.

SECTION 33. The Secretary-General shall inform all Members of the United Nations of the deposit of each accession.

SECTION 34. It is understood that, when an instrument of accession is deposited on behalf of any Member, the Member will be in a position under its own law to give effect to the terms of this convention.

SECTION 35. This convention shall continue in force as between the United Nations and every Member which has deposited an instrument of accession for so long as that Member remains a Member of the United Nations, or until a revised general convention has been approved by the General Assembly and that Member has become a party to this revised convention.

SECTION 36. The Secretary-General may conclude with any Member or Members supplementary agreements adjusting the provisions of this convention so far as that Member or those Members are concerned. These supplementary agreements shall in each case be subject to the approval of the General Assembly.

This Convention appeared in the *Journal of the General Assembly*, I, No. 34 (7 March 1946), pages 687–693, and in document A/43, annex I, pages 5–15. [Footnote in the certified text.]

[1] TS 993; 59 Stat. 1063.

conformité de l'Article 96 de la Charte et de l'Article 65 du Statut de la Cour. L'avis de la Cour sera accepté par les parties comme décisif.

ARTICLE FINAL

SECTION 31. La présente convention est soumise pour adhésion à tous les Membres de l'Organisation des Nations Unies.

SECTION 32. L'adhésion s'effectuera par le dépôt d'un instrument auprès du Secrétaire général de l'Organisation des Nations Unies, et la convention entrera en vigueur à l'égard de chaque Membre à la date du dépôt par ce Membre de son instrument d'adhésion.

SECTION 33. Le Secrétaire général informera tous les Membres de l'Organisation des Nations Unies du dépôt de chaque adhésion.

SECTION 34. Il est entendu que, lorsqu'un instrument d'adhésion est déposé par un Membre quelconque, celui-ci doit être en mesure d'appliquer, en vertu de son propre droit, les dispositions de la présente convention.

SECTION 35. La présente convention restera en vigueur entre l'Organisation des Nations Unies et tout Membre qui aura déposé son instrument d'adhésion, tant que ce Membre sera Membre de l'Organisation ou jusqu'à ce qu'une convention générale revisée ait été approuvée par l'Assemblée générale et que ledit Membre soit devenu partie à cette dernière convention.

SECTION 36. Le Secrétaire général pourra conclure, avec un ou plusieurs Membres, des accords additionnels aménageant, en ce qui concerne ce Membre ou ces Membres, les dispositions de la présente convention. Ces accords additionnels seront dans chaque cas soumis à l'approbation de l'Assemblée générale.

Cette Convention a paru dans le *Journal de l'Assemblée générale*, I, No 34 (du 7 mars 1946), pages 687–693, et dans le document A/43, annexe I, pages 5–15.

By its resolution of March 19, 1970, the Senate of the United States of America, two-thirds of the Senators present concurring, gave its advice and consent to the ratification of the Convention subject to the following reservations

(1) Paragraph (b) of section 18 regarding immunity from taxation and paragraph (c) of section 18 regarding immunity from national service obligations shall not apply with respect to United States nationals and aliens admitted for permanent residence.

(2) Nothing in Article IV, regarding the privileges and immunities of representatives of Members, in Article V, regarding the privileges and immunities of United Nations officials, or in Article VI regarding the privileges and immunities of experts on missions for the United Nations, shall be construed to grant any person who has abused his privileges of residence by activities in the United States outside his official capacity exemption from the laws and regulations of the United States regarding the continued residence of aliens, provided that

(a) No proceedings shall be instituted under such laws or regulations to require any such person to leave the United States except with the prior approval of the Secretary of State of the United States. Such approval shall be given only after consultation with the appropriate Member in the case of a representative of a Member (or a member of his family) or with the Secretary-General in the case of any person referred to in Articles V and VI,

(b) A representative of the Member concerned or the Secretary-General, as the case may be, shall have the right to appear in any such proceedings on behalf of the person against whom they are instituted,

(c) Persons who are entitled to diplomatic privileges and immunities under the Convention shall not be required to leave the United States otherwise than in accordance with the customary procedure applicable to members of diplomatic missions accredited or notified to the United States.

The Convention was duly ratified by the President of the United States of America, subject to the said reservations, on April 15, 1970, and the instrument of accession was deposited with the Secretary-General of the United Nations on April 29, 1970.

It is provided in the Final Article of the Convention that the Convention shall come into force as regards each Member on the date of deposit of each instrument of accession; [1]

Pursuant to that Article, the Convention came into force for the United States of America subject to the aforesaid reservations on April 29, 1970,

NOW, THEREFORE, I, Richard Nixon, President of the United States of America, proclaim and make public the Convention on the Privileges and Immunities of the United Nations to the end that it shall be observed and fulfilled with good faith on and after April 29, 1970 by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this ninth day of July in the year of our Lord one thousand nine hundred seventy and of the Independence of the United States of America the one hundred ninety-fifth.

[SEAL]

RICHARD NIXON

By the President
U ALEXIS JOHNSON
Acting Secretary of State

[1] As of Apr. 29, 1970, the following countries were parties to the convention. Afghanistan, Albania, Algeria, Argentina, Australia, Austria, Belgium, Bolivia, Brazil, Bulgaria, Burma, Byelorussian Soviet Socialist Republic, Cambodia, Cameroon, Canada, Central African Republic, Chile, Congo (Brazzaville), Congo (Kinshasa), Costa Rica, Cuba, Cyprus, Czechoslovakia, Denmark, Dominican Republic, Ecuador, El Salvador, Ethiopia, Finland, France, Gabon, Gambia, Ghana, Greece, Guatemala, Guinea, Haiti, Honduras, Hungary, Iceland, India, Iran, Iraq, Ireland, Israel, Italy, Ivory Coast, Jamaica, Japan, Jordan, Kenya, Kuwait, Laos, Lebanon, Lesotho, Liberia, Libya, Luxembourg, Madagascar, Malawi, Malaysia, Mali, Malta, Mauritius, Mexico, Mongolia, Morocco, Nepal, Netherlands, New Zealand, Nicaragua, Niger, Nigeria, Norway, Pakistan, Panama, Paraguay, Peru, Philippines, Poland, Romania, Rwanda, Senegal, Sierra Leone, Singapore, Somalia, Sweden, Syria, Tanzania, Thailand, Togo, Trinidad and Tobago, Tunisia, Turkey, Ukrainian Soviet Socialist Republic, Union of Soviet Socialist Republics, United Arab Republic, United Kingdom, United States, Upper Volta, Yemen, Yugoslavia.

CANADA

Boundary Waters: Pilotage Services on the Great Lakes and the St. Lawrence Seaway

Agreement effected by exchange of notes
Signed at Washington July 6, 1970;
Entered into force July 6, 1970
And amending agreement
Effected by exchange of notes
Signed at Washington August 11, 1970;
Entered into force August 11, 1970.

The Acting Secretary of State to the Ambassador of Canada

DEPARTMENT OF STATE
WASHINGTON
July 6, 1970

EXCELLENCY:

I have the honor to refer to the exchange of notes of July 31, 1969,[1] constituting an agreement between the Government of the United States and the Government of Canada governing the operation of pilotage on the Great Lakes to be provided in United States waters and Canadian waters of the Great Lakes and the St. Lawrence Seaway as far east as St. Regis.

I propose that the existing arrangements be replaced by the attached memorandum, which was signed on June 23, 1970, by the United States Secretary of Transportation and on June 24, 1970, by the Minister of Transport of Canada.

If this proposal meets with the approval of the Government of Canada, I propose that this note and its attached memorandum and your Government's reply, which is authentic in English and French,

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[1] TIAS 6732; 20 UST 2702.

shall constitute an agreement between our two Governments. This agreement shall supersede that of July 31, 1969, and shall govern the operation of pilotage on the Great Lakes as of July 7, 1970.

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

For the Acting Secretary of State:

MARTIN J. HILLENBRAND

Enclosure:
Memorandum of Agreements

His Excellency
MARCEL CADIEUX,
Ambassador of Canada.

MEMORANDUM OF ARRANGEMENTS
GREAT LAKES PILOTAGE
between
THE SECRETARY OF TRANSPORTATION OF THE UNITED STATES OF AMERICA
and
THE MINISTER OF TRANSPORT OF CANADA

The Secretary of Transportation of the United States and the Minister of Transport of Canada entered into a Memorandum of Arrangements effective August 1, 1969, concerning Great Lakes Pilotage superseding the Memorandum of June 29, 1966 between the Secretary of Commerce of the United States and the Minister of Transport of Canada on the same subject.

In the preamble to the Memorandum of August 1, 1969, the Secretary and the Minister contemplated that the rates contained therein would be effective only for the remainder of the 1969 shipping season. The Secretary and the Minister agreed that the present rate structure should be replaced with a new structure that more effectively measures pilot workload. The Secretary and Minister further agreed that the new structure should be developed and made effective prior to the 1970 shipping season.

As a result of a detailed review of the Great Lakes Pilotage system conducted by representatives of the Secretary and the Minister, a more representative rate structure has been developed for the Great Lakes Pilotage system and certain additional changes in the Memorandum are required.

The Secretary and the Minister have agreed to adopt a new rate structure which incorporates a computation of pilotage units and the use of a weighting factor for each ship requiring pilotage service. Certain additional definitions would be added to Section 1 and a new Section 6 adopted covering the method of calculating pilotage units and determining the appropriate weighting factor.

The Secretary and Minister have also agreed that certain clarifying language changes should be made in Sections 9 and 10 concerning detention and delays.

Additionally, the Secretary and the Minister have agreed that provision should be made for the assignment of two pilots to a ship requiring pilotage service in certain unusual circumstances.

The Secretary and the Minister have also concluded that certain rate changes should be adopted at this time. The rates recommended herein when utilized with the weighting factor for each ship are designed to assure adequate pilot compensation while keeping the costs to the shipowner as low as practicable.

The Secretary and the Minister have agreed that a continuing review of the Great Lakes Pilotage system be maintained to assure that proper recognition be given to the impact of changing shipping patterns on pilot numbers, pilot boat requirements, pilot travel expenses, and system revenue and administrative costs.

In view of the foregoing, the Secretary of Transportation and the Minister of Transport recommend to their respective Governments that the Memorandum of Arrangements of August 1, 1969 be superseded by a new Memorandum of Arrangements reading as follows:

MEMORANDUM OF ARRANGEMENTS

GREAT LAKES PILOTAGE

Definitions

1. For the purpose of this Memorandum the following definitions apply:

(a) "Designated waters" means the waters of Districts 1, 2 and 3;

(b) "District 1" means all the waters of the St. Lawrence River from the International Boundary at St. Regis, Quebec, to a line running from Carruthers Point Light at Kingston, Ontario, on a true bearing of approximately 127° through Wolfe Island, South Side Light and extended to the New York shore.

(c) "District 2" means the Welland Canal and the waters of Lake Erie westward of a line running on a true bearing of approximately 026° from Sandusky Pierhead Light at Cedar Point, Ohio, to Southeast Shoal Light, the waters contained within the area of a circle of one mile radius eastward of Sandusky Pierhead Light, the Detroit River, Lake St. Clair, the St. Clair River and the northern approaches thereto south of Latitude 43° 05' 30" N. For the purposes of this definition, "Welland Canal" includes all the waters of that Canal between the following:

(1) at the southern approach, north of Latitude 42° 51' N.; and

(2) at the northern approach; for vessels upbound, south of an arc one mile to seaward of the lighthouse on the outer end of the western breakwater at Port Weller and, for vessels downbound, south of the north gate of Lock No. 1.

(d) "District 3" means the St. Mary's River, Sault Ste. Marie Locks and approaches thereto between Latitude 45° 59' N. at the southern approach and Longitude 84° 33' W. at the northern approach.

(e) "Great Lakes" means Lakes Superior, Michigan, Huron, Erie and

Ontario, their connecting and tributary waters, the St. Lawrence River as far east as Saint Regis, and adjacent port areas.

(f) "Minister" means the Minister of Transport of Canada.

(g) "Registered pilot" means a person registered in the United States or in Canada as a Great Lakes Pilot.

(h) "Secretary" means the Secretary of Transportation of the United States of America.

(i) Undesignated waters" means all the waters of the Great Lakes other than designated waters.

(j) "Movage" means the moving of a ship within a harbor from one anchored or moored position to another, but does not include the warping of a vessel from one berth to another solely by means of mooring lines attached to a wharf or to the shore or to a mooring buoy unless a pilot is employed.

(k) Rate Computation definitions:

(1) "Length" means the distance between the forward and after extremities of the ship.

(2) "Breadth" means the maximum breadth to the outside of the shell plating of the ship.

(3) "Depth" means the vertical distance at amidships from the top of the keel plate to the uppermost continuous deck, fore and aft, and which extends to the sides of the ship. The continuity of a deck shall not be considered to be affected by the existence of tonnage openings, engine spaces or a step in the deck.

Pilotage Service

2. (a) Coordinated pilotage service shall be provided for the Great Lakes by United States and Canadian registered pilots under the administration and control of the Secretary and the Minister.

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(b) The Secretary and the Minister, respectively, will maintain registers of United States and Canadian registered pilots authorized to render pilotage services on all or specified portions of the Great Lakes, and will establish and maintain systems for recruiting and training pilots.

(c) No person may be registered as a pilot, and no registered pilot may continue as such, after he reaches the age of 65 years unless, in the opinion of the Secretary or the Minister, as the case may be, the public interest will be thereby served and that person is fit to perform the duties of a pilot.

Participation in Pilotage Service

3. (a) The Secretary and the Minister will, from time to time, determine the number of pilots to be registered and the waters for which they are to be registered.

(b) United States and Canadian registered pilots shall participate equally in the pilotage services required on the Great Lakes so that as far as practicable there shall be an equal number of United States and Canadian registered pilots.

Dispatching

4. The Secretary and the Minister will establish and maintain, or cause to be established and maintained, facilities for the dispatching of pilots and for related services, including pilot boats.

Accounting

5. (a) The Secretary and the Minister will establish and maintain, or cause to be established and maintained, facilities for the billing, collecting, and accounting of pilotage revenues.

(b) The costs of dispatching and related services shall be determined by the Secretary and the Minister and shall be paid out of pilotage revenues and, except as provided in paragraph (c), the remainder of such revenues divided into United States and Canadian shares in proportion to the revenues received

for pilotage services rendered by United States and Canadian registered pilots, respectively.

(c) The United States and Canadian shares of the pilotage revenues collected for services by pilots registered only for service in Lake Ontario and Kingston Harbor shall be determined on the basis of the number of days on which the United States and Canadian pilots, respectively, were available for pilotage service.

(d) Billing shall be on the basis of the currency of the nationality of the pilot or on such other basis as the Secretary and the Minister may determine.

(e) Settlement of accounts adjusting amounts due between accounting offices shall be effected on an interim basis as of the end of each month with an annual settlement as of December 31st of each year; and payments on account shall be made on the 15th of the following month with drafts payable in the currency of the nationality of the office making the payment.

(f) The accounts of each office shall be subject to joint audit by designated representatives of the Secretary and the Minister.

Calculation of Pilotage Units and Determination of Weighting Factor

6. The equivalent pilotage unit number and appropriate weighting factor for each ship shall be computed by utilizing the following formula and table:

(a) Pilotage Unit Computation:

$$\text{Pilotage Unit} = \frac{\text{Length x Breadth x Depth}}{10,000}$$

(b) Weighting Factor Table:

Range of Pilotage Units	Weighting Factor
0-99	.85
100-129	1.00
130-159	1.15
160 and over	1.30

(c) The charge for pilotage service is obtained by multiplying the weighting factor, obtained from paragraph (b) of this section, by the appropriate basic rate specified in Sections 7 through 12, inclusive.

Designated Water Basic Rates

7. Basic rates for pilotage in the designated waters shall be as follows:

(a) District 1:

(1) Between Snell Lock and Cape Vincent or Kingston, whether or not undesignated waters are traversed $305

(2) Between Snell Lock and Cardinal, Prescott or Ogdensburg . . . $155

(3) Between Cardinal, Prescott or Ogdensburg and Cape Vincent or Kingston, whether or not undesignated waters are traversed $220

(4) For pilotage commencing or terminating at any point above Snell Lock other than those named in items (1), (2) or (3), $3 per statute mile but with a minimum basic rate of $70

(5) For a movage in any harbor $120

(b) District 2:

(1) Passage through the Welland Canal or any part thereof, $10 for each statute mile plus $35 for each lock transited but with a minimum basic rate of $120 and a maximum basic rate for a through trip of $430. When pilots are changed at Lock 7 on a through trip, the basic rates are apportioned as follows:

(i) Between northerly limits and Lock 7 . . . . . $215

(ii) Between Lock 7 and southerly limits $215

(2) Between Southeast Shoal or any point on Lake Erie west thereof and any point on the St. Clair River or the approaches thereto as far as the northerly limit of the District $250

When pilots are changed at Detroit/Windsor on a through trip the basic rates are apportioned as follows:

(i) Between Southeast Shoal or any point on Lake Erie west thereof and Detroit/Windsor $125

(ii) Between Detroit/Windsor and the northerly limits $125

(3) Between Southeast Shoal and any point on Lake Erie west thereof or on the Detroit River $160

(4) Between any point on Lake Erie west of Southeast Shoal and any point on the Detroit River $160

(5) Between points on Lake Erie west of Southeast Shoal $125

(6) Between points on the Detroit River $125

(7) Between any point on the Detroit River and any point of the St. Clair River or its approaches as far as the northerly limit of the District . . $160

(8) Between points on the St. Clair River including the approaches thereto as far as the northerly limit of the District $125

(c) District 3:

(1) Between the southerly limit of the District and the northerly limit of the District or the Algoma Steel Corporation Wharf at Sault Ste. Marie, Ontario $320

(2) Between the southerly limit of the District and Sault Ste. Marie, Michigan or any point in Sault Ste. Marie, Ontario, other than the Algoma Steel Corporation Wharf $260

(3) Between the northerly limit of the District and Sault Ste. Marie, Ontario, including the Algoma Steel Corporation Wharf, or Sault Ste. Marie, Michigan $120

(4) For a movage in any harbor $125

Undesignated Water Basic Rates

8. (a) Subject to paragraph (b) of this section, the basic rates to be paid by a ship that has a registered pilot on board in the undesignated waters shall be:

in Lake Ontario $60;

in Lake Erie $65;

in Lakes Huron and Michigan $45;

in Lake Superior $65;

for each six-hour period or part thereof that the pilot is on board, plus $60 for each time the pilot performs the docking or undocking of the ship on entering or leaving a harbor or performs a movage of the ship within a harbor.

(b) When a registered pilot is carried on a ship in a direct transit of the undesignated waters of Lake Erie between Southeast Shoal and Port Colborne, the basic rates referred to in paragraph (a) of this section are not payable unless:

(1) the ship is required by law to have a registered pilot on board in those waters; or

(2) services are performed by the pilot in those waters at the request of the master.

Detention

9. When the passage of a ship is interrupted for the purpose of loading or discharging cargo or for any other reason and the services of the registered pilot are retained during such interruption or when a pilot is detained on board a ship after the end of an assignment for the convenience of the ship, the ship shall pay an additional charge calculated on a basic rate of $10 for each hour or part of an hour during which each interruption lasts with a maximum basic rate of $160 for each 24-hour period of such interruption. However, there is no charge for any interruption caused by ice, weather, or traffic, except during the period beginning the first day of December and ending on the eighth day of the following April. Additionally, no charge shall be made for any interruption if the total interruption is ended during the six-hour period for which a charge has been made under Section 8.

Delays

10. When the departure or the movage of a ship for which a registered pilot has been ordered is delayed for the convenience of the ship for more than one hour after the pilot reports for duty at the designated boarding point or after the time for which he is ordered, whichever is the later, the ship shall pay an additional charge calculated on the basic rate of $10 for each hour or part of an hour after the first hour of such delay with a maximum basic rate of $160 for each 24-hour period of such delay.

Cancellation

11. When a registered pilot reports for duty as ordered and the order is cancelled, the ship shall pay:

(a) a cancellation charge calculated on a basic rate of $60;

(b) If the cancellation is more than one hour after the pilot reports for duty at the designated boarding point or after the time for which he is ordered, whichever is the later, a further charge calculated on a basic rate of $10 for each hour or part of an hour after the first hour with a maximum basic rate of $160 for each 24-hour period of such cancellation.

Provision for Additional Pilot

12. The Director, Great Lakes Pilotage Staff, U. S. Coast Guard or the Regional Superintendent of Pilots, Ministry of Transport may require the assignment of two pilots to a ship upon request of the ship or when in his judgment because of anticipated long transits, uncommon ship size, adverse weather and sea conditions or other abnormal circumstances the assignment of two pilots is considered necessary for the safe navigation of the ship. Additionally, he shall direct which of the pilots is to be in charge as circumstances may require. The charge to the ship shall be one and one half the charge provided for in Sections 7 through 11. This section does not apply to a ship in a direct transit of the undesignated waters of Lake Erie between

Southeast Shoal and Port Colborne unless the ship is required by law to have a registered pilot on board in these waters.

Other Charges

13. (a) No charges different from those set forth in the Memorandum shall be made for any of the pilotage services dealt with in the Memorandum.

(b) Except with the approval of the Secretary or the Minister, as the case may be, no charge shall be made for the performance by a registered pilot of a service for which a charge is not set forth in this Memorandum.

Rules and Regulations

14. The Secretary and the Minister will respectively establish such rules and regulations as they deem advisable respecting the dispatching of pilots, the accounting for revenues and other matters to give effect to the intent and purposes of this Memorandum.

Violations

15. The Secretary and the Minister will inform one another when it is brought to their attention that a registered pilot or dispatching office of one country has violated any pilotage regulations in the waters of the other country.

*****

The Secretary of Transportation and the Minister of Transport further agree to recommend to their respective Governments that this Memorandum become effective on July 7, 1970.

Secretary of Transportation of the
United States of America

Washington, D. C. June 23, 1970

Minister of Transport of Canada

Ottawa, June 24, 1970

TIAS 6901.

The Ambassador of Canada to the Acting Secretary of State

CANADIAN EMBASSY AMBASSADE DU CANADA

WASHINGTON, D.C.,
July 6, 1970.

SIR,

I have the honour to refer to your Note of July 6, 1970 and the Memorandum annexed thereto, signed on June 23, 1970 by the Secretary of Transportation of the United States and on June 24, 1970 by the Minister of Transport of Canada, concerning the operation of pilotage on the Great Lakes to be provided in Canadian waters and United States waters of the Great Lakes and St. Lawrence Seaway as far east as St. Regis.

On the instructions of my Government, I have the honour to agree to your proposal that the existing arrangements governing the above-mentioned coordination of pilotage services be replaced by the Memorandum annexed to your Note referred to above with effect as of July 7, 1970.

I also have the honour to agree to your proposal that your Note and this reply, which is authentic in English and French, shall constitute an agreement between our two Governments on this subject which shall enter into force on the date of this Note.

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

M CADIEUX

M. Cadieux,
Ambassador.

The Honourable
U. ALEXIS JOHNSON,
Acting Secretary of State,
Department of State,
Washington, D.C.

French Text of the Canadian Note

CANADIAN EMBASSY AMBASSADE DU CANADA

WASHINGTON, D.C.
July 6, 1970.

MONSIEUR,

J'ai l'honneur de me référer à votre Note du 6 juillet 1970, et au Mémoire qui y est annexé, signé le 23 juin 1970 par le Secrétaire des Transports des Etats-Unis, et le 24 juin 1970 par le Ministre des Transports du Canada, relatifs aux services de pilotage à assurer

dans les eaux canadiennes et dans les eaux américaines des Grands-Lacs et de la Voie maritime du St-Laurent jusqu'à St-Régis.

Suivant les instructions de mon Gouvernement, j'ai l'honneur d'accepter votre proposition voulant que les dispositions existantes régissant la coordination des services de pilotage dont il est fait mention plus haut, soient remplacées par le Mémoire annexé à votre Note sous rubrique, lequel entrera en vigueur le 7 juillet 1970.

J'ai aussi l'honneur d'accepter votre proposition voulant que votre Note et la présente réponse dont le texte fait foi en anglais et en français, constituent sur cette question, entre nos deux Gouvernements, un accord qui entrera en vigueur à la date de la présente Note.

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

M CADIEUX

M. Cadieux,
Ambassadeur.

L'Honorable U. ALEXIS JOHNSON,
Secrétaire d'Etat Intérimaire,
Département d'Etat,
Washington, D.C.

[Amending Agreement]

The Secretary of State to the Chargé d'Affaires ad interim of Canada

AUGUST 11, 1970

SIR:

I have the honor to refer to the exchange of notes of July 6, 1970, constituting an agreement between the Government of the United States and the Government of Canada governing the operation of pilotage on the Great Lakes to be provided in United States waters and Canadian waters of the Great Lakes and the St. Lawrence Seaway as far east as St. Regis.

I propose that the existing arrangements be changed in accordance with the attached amendment, which was signed on July 31, 1970 by the Minister of Transport of Canada and on August 6, 1970 by the Secretary of Transportation of the United States.

If this proposal meets with the approval of the Government of Canada, I propose that this note and its attached amendment and your Government's reply, which is authentic in English and French, shall constitute an agreement between our two Governments. This

agreement shall amend that of July 7, 1970, and shall govern the operation of pilotage on the Great Lakes as of August 12, 1970.

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

For the Secretary of State:

MARTIN J. HILLENBRAND

Attachment:
Amendment to Memorandum
of Arrangements on Great
Lakes Pilotage

The Honorable
PETER M. TOWE,
Charge d'Affaires, ad interim
of Canada.

AMENDMENT TO
MEMORANDUM OF ARRANGEMENTS
GREAT LAKES PILOTAGE
between
THE SECRETARY OF TRANSPORTATION OF THE UNITED STATES OF AMERICA
and
THE MINISTER OF TRANSPORT OF CANADA

The Secretary of Transportation of the United States and the Minister of Transport of Canada have agreed to recommend to their respective Governments that the Memorandum of Arrangements concerning Great Lakes pilotage which became effective on July 7, 1970, should be amended by substituting, effective on August 12, 1970, the following for sections 7 and 8 thereof:

Designated Water Basic Rates

7. Basic rates for pilotage in the designated waters shall be as follows:

(a) District 1:

(1) Between Snell Lock and Cape Vincent or Kingston, whether or not undesignated waters are traversed . . . . $ 332

(2) Between Snell Lock and Cardinal, Prescott or Ogdensburg 166

(3) Between Cardinal, Prescott or Ogdensburg and Cape Vincent or Kingston, whether or not undesignated waters are traversed 240

(4) For pilotage commencing or terminating at any

point above Snell Lock other than those named in items (1), (2) or (3), $3.30 per statute mile but with a minimum basic rate of . . . . . $ 75

(5) For a movage in any harbor 120

(b) District 2:

(1) Passage through the Welland Canal or any part thereof, $10 for each statute mile plus $35 for each lock transited but with a minimum basic rate of $120 and a maximum basic rate for a through trip of $430. When pilots are changed at Lock 7 on a through trip the basic rates are apportioned as follows:

(i) Between northerly limits and Lock 7 215

(ii) Between Lock 7 and southerly limits 215

(2) Between Southeast Shoal or any point on Lake Erie west thereof and any point on the St. Clair River or the approaches thereto as far as the northerly limit of the District 300

When pilots are changed at Detroit/Windsor on a through trip the basic rates are apportioned as follows:

(i) Between Southeast Shoal or any point on Lake Erie west thereof and Detroit/Windsor 150

(ii) Between Detroit/Windsor and the northerly limits 150

(3) Between Southeast Shoal and any point on Lake Erie west thereof or on the Detroit River 190

(4) Between any point on Lake Erie west of Southeast Shoal and any point on the Detroit River 190

(5) Between points on Lake Erie west of Southeast Shoal 125

(6) Between points on the Detroit River 125

(7) Between any point on the Detroit River and any point on the St. Clair River or its approaches as far as the northerly limit of the District 190

(8) Between points on the St. Clair River including the approaches thereto as far as the northerly limit of the District 150

(c) District 3:

(1) Between the southerly limit of the District and the northerly limit of the District or the Algoma Steel Corporation Wharf at Sault Ste. Marie, Ontario 370

(2) Between the southerly limit of the District and Sault Ste. Marie, Michigan or any point in Sault Ste. Marie, Ontario, other than the Algoma Steel Corporation Wharf . . 310

(3) Between the northerly limit of the District and Sault Ste. Marie, Ontario, including the Algoma Steel Corporation Wharf, or Sault Ste. Marie, Michigan 140

(4) For a movage in any harbor 125

Undesignated Water Basic Rates

8. (a) Subject to paragraph (b) of this section, the basic rates to be paid by a ship that has a registered pilot on board in the undesignated waters shall be:

in Lake Ontario	$ 60
in Lake Erie	65
in Lakes Huron and Michigan	60
in Lake Superior	65

for each six-hour period or part thereof that the pilot is on board, plus $60 for each time the pilot performs the docking or undocking of the ship.

(b) When a registered pilot is carried on a ship in a direct transit of the undesignated waters of Lake Erie between Southeast Shoal and Port Colborne, the basic rates referred to in paragraph (a) of this section are not payable unless:

(1) the ship is required by law to have a registered pilot on board in those waters; or

(2) services are performed by the pilot in those waters at the request of the master.

Secretary of Transportation of the United States of America.

Washington, D.C. August 6, 1970

Minister of Transport of Canada

Ottawa, July 31st, 1970.

The Chargé d'Affaires ad interim of Canada to the Secretary of State

CANADIAN EMBASSY AMBASSADE DU CANADA

WASHINGTON, D.C.
August 11, 1970.

NO. 205

SIR,

I have the honour to refer to your Note of August 11, 1970 and the Memorandum annexed thereto, signed on July 31, 1970, by the Minister of Transport of Canada and on August 6, 1970 by the Sec-

retary of Transportation of the United States, concerning the operation of pilotage on the Great Lakes to be provided in Canadian waters and United States waters of the Great Lakes and St. Lawrence Seaway as far east as St. Regis.

On the instructions of my Government, I have the honour to agree to your proposal that existing arrangements governing the above coordination of pilotage services be changed in accordance with the Amendment contained in the Memorandum annexed to your Note referred to above, with effect as of August 12, 1970.

I also have the honour to agree to your proposal that your Note and this reply, which is authentic in English and French, shall constitute an agreement between our two Governments on this subject which shall enter into force on the date of this Note.

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

P M TOWE

P. M. Towe,
Chargé d'Affaires, a.i.

The Honourable
WILLIAM P. ROGERS,
The Secretary of State,
Washington, D.C.

French Text of the Canadian Note

NO. 205

WASHINGTON, *le 11 août 1970*

MONSIEUR LE SECRÉTAIRE D'ETAT,

J'ai l'honneur de me référer à votre Note du 11 août 1970 et au Mémoire qui y est annexé, signé le 31 juillet 1970 par le Ministre des Transports du Canada et le 6 août 1970 par le Secrétaire des Transports des Etats-Unis, relatifs aux services de pilotage à assurer dans les eaux canadiennes et dans les eaux américaines des Grands-Lacs et de la Voie maritime du St-Laurent jusqu'à St-Régis.

Suivant les instructions de mon Gouvernement, j'ai l'honneur d'accepter votre proposition voulant que les dispositions existantes régissant la coordination des services de pilotage dont il est fait mention plus-haut soient modifiées conformément aux indications contenues dans le Mémoire annexé à votre Note sus-mentionnée, la modification devant prendre effet à compter du 12 août 1970.

J'ai aussi l'honneur d'accepter votre proposition voulant que votre Note et la présente réponse, dont le texte fait foi en anglais

et en français, constituent sur cette question, entre nos deux Gouvernements, un accord qui entrera en vigueur à la date de la présente Note.

Veuillez agréer, Monsieur le Secrétaire d'Etat, les assurances renouvelées de ma très haute considération.

P M Towe

P M. Towe
Le Chargé d'affaires a.i.

L'Honorable
William P Rogers,
Secrétaire d'Etat,
Washington D.C.

MULTILATERAL

Food and Agriculture Organization: Amendment to the Constitution

Adopted at the Fifteenth Session of the FAO Conference, Rome, November 8–27, 1969.

AMENDMENT TO THE FAO CONSTITUTION

ADOPTED BY THE FIFTEENTH SESSION OF THE CONFERENCE

OF THE ORGANIZATION

(Rome, 8-27 November 1969)

(Words underlined to be added)

Article XXII

Authentic Texts of Constitution

The Arabic, English, French and Spanish texts of this Constitution shall be equally authoritative.

Article XXII

Textes authentiques de l'Acte Constitutif

Les textes anglais, arabe, français et espagnol de l'Acte constitutif font également foi.

Artículo XXII

Textos auténticos de la Constitución

Los textos en árabe, español, francés e inglés de la presente Constitución tienen igual fuerza legal.

Amendment adopted by the Conference on 24 November 1969 by Resolution 10/69.

CERTIFIED TRUE COPY

P. CONTINI
Legal Counsel

Date 1st April 1970

ITALY

Launching Services for Italian Satellites

Agreement effected by exchange of notes Signed at Rome June 15, and 20, 1970; Entered into force June 20, 1970.

The American Ambassador to the Minister for Foreign Affairs of Italy

No. 278 ROME, *June 15, 1970*

EXCELLENCY:

I have the honor to refer to the Memorandum of Understanding between the National Aeronautics and Space Administration (NASA) of the United States and the Consiglio Nazionale delle Ricerche (CNR) dated March 13, 1970, concerning the conditions under which launching and associated services for Italian satellites will be furnished by NASA on a reimbursable basis.

The Memorandum of Understanding which is set forth as an Annex to this Note, provides, *inter alia*, that it shall be subject to confirmation by the Government of Italy and the Government of the United States through an exchange of diplomatic notes.

In consideration of the continuing, mutually beneficial cooperative relationships between NASA and Italian agencies on peaceful space research projects, including the arrangements under which Italy will provide launching and associated services for NASA experimental satellites at the San Marco Range,[1] I now have the honor to inform you that the Government of the United States confirms the provisions of the Memorandum of Understanding referred to above.

If the Government of Italy would also confirm the provisions of the Memorandum of Understanding and this note, I have the honor to propose that my note and Your Excellency's reply to that effect shall constitute an agreement between our two governments regarding this matter, which shall enter into force on the date of your reply.

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[1] Agreement of Apr. 30 and June 12, 1969. TIAS 6809; 20 UST 4119.

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

GRAHAM MARTIN

Enclosure:
Memorandum of Understanding

His Excellency
ALDO MORO
Minister for Foreign Affairs
Rome

MEMORANDUM OF UNDERSTANDING BETWEEN THE CONSIGLIO NAZIONALE DELLE RICERCHE AND THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION CONCERNING THE FURNISHING OF SATELLITE LAUNCHING AND ASSOCIATED SERVICES

In consideration of the continuing, mutually beneficial cooperative relationships between NASA and Italian agencies on peaceful space research projects, the Consiglio Nazionale delle Ricerche of Italy (CNR) and the United States National Aeronautics and Space Administration (NASA) set forth in this Memorandum of Understanding their general understandings: (1) as to the conditions under which NASA will furnish to CNR launching and associated services for spacecraft, on a reimbursable basis; and, (2) as to the responsibilities of the parties in connection with the launching. CNR and NASA intend that, at appropriate times in the future, they will enter into separate launching contracts which shall express the specific terms and conditions under which NASA will furnish launching and associated services for individual launchings requested by CNR, and which shall be in accord with the general understandings set forth in this Memorandum.

ARTICLE I

RESPONSIBILITIES

A. CNR will take the following responsibilities:

1. The design, fabrication and testing of the spacecraft and of the onboard experiments.

2. Furnishing advice to NASA of its requirements for a particular launching at as early a date as possible and in any event sufficiently in advance of the target date of the launching to accommodate financial, procurement, and operational requirements of both parties.

Such advice will include details as to the spacecraft mission, payload description, orbital characteristics, launching parameters, planned launching dates and back-up launching requirements, and other information needed by NASA for planning purposes.

3. Incorporating provisions in the spacecraft design specifications and test programs to assure and demonstrate spacecraft compatibility with the launch vehicle physical constraints and in-flight environment and with tracking and data acquisition facilities.

4. Providing flight-ready spacecraft at the launching range, in accordance with the time schedule established under the launching contract.

5. Furnishing all ground-support equipment (GSE) peculiar to the mission and personnel required for its operation except for certain items of GSE which NASA may specifically agree to provide and/or operate.

B. NASA will take the following responsibilities:

1. Furnishing launch vehicle and tracking and data acquisition specifications necessary for the CNR to carry out its responsibilities under Article I, A.3. above.

2. Scheduling the launching within the general time period requested by the CNR, subject to the requirements of the United States program. If such requirements should arise, NASA will so notify the CNR as soon as possible.

3. Providing appropriate United States launch vehicles. The parties shall jointly select the vehicle to meet the mission requirements.

4. Providing necessary facilities and support, including launch crew services, for pre-launch integration of the CNR spacecraft at the launching range, and for CNR's check-out of the spacecraft.

5. Launching the spacecraft from a U.S. range.

6. Furnishing tracking and telemetry data reception from the spacecraft to ascertain achievement of orbit and vehicle performance, using existing U.S. facilities. Additional NASA tracking and data acquisition support may be arranged at CNR's request on a non-interference basis. Additional or unique equipment, if required, will be supplied by the CNR.

7. Performing initial orbital calculations.

8. Furnishing mutually agreed technical consultation, other services, and/or GSE in support of specific or general CNR launch requirements.

Article II

IMPLEMENTATION

A. Each party will designate a Project Manager, to be responsible for coordinating the agreed functions and responsibilities of each party with the other, pursuant to the detailed arrangements established under the launching contract. The Project Managers will be

co-chairmen of a Joint Working Group, which will be the principal mechanism for assuring the execution of the project and for keeping both sides continuously informed of the project status at each stage. The CNR Project Manager will be concerned primarily with the spacecraft and the NASA Project Manager will be concerned with the vehicle, range and ground station. Together they will be responsible for the spacecraft-vehicle, spacecraft-range and spacecraft-ground stations interfaces.

B. NASA will have operational authority over the vehicle, the launching, and associated services. The CNR will have operational authority over the spacecraft until it is mounted on the final stage motor, at which time it will become NASA's responsibility until the CNR assumes responsibility as specified in the launching contract. In accordance with normal practice, the CNR Project Manager can place a "hold" on the launching operation at any time. In carrying out their respective responsibilities, both parties will be subject to the safety and other operational regulations and procedures of the range from which the launching takes place.

C. Arrangements for the furnishing of supporting services by NASA in connection with the launching will be provided for under the launching contract. NASA may also furnish, on a reimbursable basis, minor services in support of general CNR launching requirements, at CNR's request and under arrangements to be agreed upon separately.

Article III

FINANCIAL PRINCIPLES

A. The CNR agrees in principle to be responsible for all costs incurred by it in carrying out its own responsibilities, and will reimburse NASA for costs incurred by NASA in connection with furnishing the requested launching and associated services, and any other supporting services provided at the CNR's request. The general principle under which reimbursement will be made will be that the CNR will reimburse NASA for all costs incurred by NASA in connection with and properly chargeable to the services furnished by NASA for the purposes of any scheduled CNR launching, whether or not such launching actually occurs or is successful, including an amount, to be agreed upon in advance, covering NASA's related agency-level overhead and administrative expenses. NASA may also charge an agreed rental for the use of equipment loaned to the CNR.

B. Reimbursement of NASA's costs will be made initially on the basis of an estimate to be furnished by NASA in advance, under a payment schedule to be established in the launching contract. The amount paid by the CNR on an estimated basis will be adjusted subsequently to reflect the costs actually incurred by NASA in connection with each launching. In the case of costs incurred by NASA

which are not accounted for on a per launch basis, such as for launch vehicles and launch crew services, NASA may, in determining its actual costs, allocate costs for a particular launching on a pro-rata basis.

C. The CNR will be exempted from reimbursing NASA for certain costs which might otherwise be payable under the general principle stated in Paragraph A. above, such as costs incurred by NASA as a result of payment of claims of third parties for injuries, death, or damage to or loss of property, where the claims arise directly out of the launching and associated services furnished by NASA; or such as costs incurred by NASA as a result of damage to or loss of U.S. Government property under the control of NASA. This exemption from reimbursement will not apply, however, to claims of third parties, or damage to or loss of U.S. property, arising from the acts or omissions of CNR or its contractors, nor to damage to or loss of a vehicle being used in connection with or during preparation for an agreed launch, nor to damage to or the destruction of U.S. Government-owned equipment which has been made available by NASA for the use of CNR or its contractors.

Article IV

LIMITS OF NASA LIABILITY

A. Except to the extent authorized by U.S. laws pertaining to governmental liability for the negligent acts of U.S. employees, NASA will not be responsible for damage to, or the destruction of, a spacecraft or other property which has been delivered by the CNR or its contractors to NASA for the purposes of an agreed launch.

B. After final separation of a CNR spacecraft in orbit, NASA will have no responsibility in connection with its operation; the CNR will indemnify and hold the U.S. Government harmless against any liability or claim arising out of the operation of the satellite by CNR, or from its failure to operate.

Article V

DOCUMENTATION AND REPORTS

A. NASA and the CNR will exchange, through their respective Project Managers, all documents and information necessary for the successful completion of the agreed missions.

B. Immediately after each launching, the CNR will provide NASA all data from the satellite necessary for ascertaining the performance of the launch vehicle.

C. CNR shall, upon NASA's request and at NASA's expense, provide NASA with any raw data received by the CNR from the satellite and any reduced data therefrom. Any use of unpublished data

by NASA shall be subject to prior permission by CNR. In any use of this data, NASA will respect the CNR's rules relating to intellectual property rights.

ARTICLE VI

REVISION

It is understood that this Memorandum of Understanding can be amended by mutual consent.

ARTICLE VII

TERMINATION

This Memorandum of Understanding shall remain in effect for seven years from the date of signature and thereafter until terminated by either agency on 180 days notice.

ARTICLE VIII

CONFIRMATION

This Memorandum of Understanding shall be subject to confirmation by the Government of Italy and the Government of the United States of America through an exchange of diplomatic notes.

For the Consiglio Nazionale delle Ricerche

March 13 - 1970
Date

For the National Aeronautics and Space Administration

13 March 1970
Date

The Director General of Economic Affairs, Ministry of Foreign Affairs of Italy, to the American Ambassador

MINISTERO DEGLI AFFARI ESTERI

ROME, *June 20, 1970*

EXCELLENCY,

I have the honor to refer to Your Excellency's note of June 15, 1970 concerning the conditions under which launching and associated services for Italian satellites will be furnished by NASA on a reimbursable basis, the text of which in English reads as follows:

"I have the honor to refer to the Memorandum of Understanding between the National Aeronautics and Space Administration (NASA) of the United States and the Consiglio Nazionale delle Ricerche (CNR) dated March 13, 1970, concerning the conditions under which launching and associated services for Italian satellites will be furnished by NASA on a reimbursable basis.

The Memorandum of Understanding which is set forth as an Annex to this Note, provides, *inter alia*, that it shall be subject to confirmation by the Government of Italy and the Government of the United States through an exchange of diplomatic notes.

In consideration of the continuing, mutually beneficial cooperative relationships between NASA and Italian agencies on peaceful space research projects, including the arrangements under which Italy will provide launching and associated services for NASA experimental satellites at the San Marco Range, I now have the honor to inform you that the Government of the United States confirms the provisions of the Memorandum of Understanding referred to above.

If the Government of Italy would also confirm the provisions of the Memorandum of Understanding and this note, I have the honor to propose that my note and Your Excellency's reply to that effect shall constitute an agreement between our two governments regarding this matter, which shall enter into force on the date of your reply."

I have the honor to inform you that the Government of Italy confirms the provisions of the Memorandum of Understanding and Your Excellency's note, and I therefore agree that Your Excellency's note, together with this reply, shall constitute an agreement between our two Governments regarding the matter.

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

Yours

G V Soro

His Excellency
Ambassador Graham Martin
Embassy of the United States of America
Rome

MEXICO

Weather Stations

Agreement extending the agreement of February 4, 1966, as extended.
Effected by exchange of notes
Signed at México and Tlatelolco July 1, 1970;
Entered into force July 1, 1970.

The American Ambassador to the Secretary of Foreign Relations of Mexico

MEXICO, D.F.
No. 802 July 1, 1970

EXCELLENCY:

I have the honor to refer to the Agreement between the Government of the United States of America and the Government of the United Mexican States effected by the exchange of notes dated February 4, 1966, as extended by the exchange of notes dated April 2, 1969, and further extended by the exchange of notes of February 11, 1970,[1] concerning the Mexican-United States Cooperative Meteorological Program.

The Government of the United States proposes that the above Agreement, as amended, be extended to July 31, 1970 in the understanding that this extension will cease to have effect before July 31, 1970 if before that date a new agreement concerning Meteorological Cooperation is concluded between our two governments.

If the foregoing is acceptable to the Government of the United Mexican States, I have the honor to propose that Your Excellency's reply to that effect and my note shall together constitute an agreement between our two governments which shall enter into force as herein provided on the date of Your Excellency's reply.

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

ROBERT H. MCBRIDE

His Excellency
ANTONIO CARRILLO FLORES,
Secretary of Foreign Relations,
Tlatelolco.

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[1] TIAS 5977, 6666, 6834; 17 UST 313; 20 UST 602; *ante*, p. 453.

The Acting Secretary of Foreign Relations of Mexico to the American Ambassador

SECRETARIA DE RELACIONES EXTERIORES
ESTADOS UNIDOS MEXICANOS
MEXICO

TLATELOLCO, D. F.,
506652 *a 1°, de julio de 1970.*

SEÑOR EMBAJADOR:

Tengo el honor de hacer referencia a la atenta nota de Vuestra Excelencia número 802, de esta fecha que, vertida al español, se lee como sigue:

"Tengo el honor de referirme al Acuerdo entre el Gobierno de los Estados Unidos de América y el Gobierno de los Estados Unidos Mexicanos, realizado mediante Canje de Notas fechado el 4 de febrero de 1966, y prorrogado por Canjes de Notas fechados el 2 de abril de 1969 y el 11 de febrero de 1970, relativo al Programa de Cooperación Meteorológica entre México y los Estados Unidos.

El Gobierno de los Estados Unidos propone que el Acuerdo antes mencionado, con sus modificaciones, sea prorrogado hasta el 31 de julio de 1970, en la inteligencia de que esta prórroga dejará de surtir efectos antes del 31 de julio de 1970 si antes de esa fecha se concluye un nuevo Acuerdo sobre Cooperación Meteorológica entre nuestros dos Gobiernos.

Si lo anterior es aceptable para el Gobierno de los Estados Unidos Mexicanos, tengo el honor de proponer que la respuesta de Vuestra Excelencia en ese sentido y esta nota constituyan un Acuerdo entre nuestros dos Gobiernos que entrará en vigor, en la forma prevista en la presente, en la fecha de la respuesta de Vuestra Excelencia."

En respuesta, tengo a honra informar a Vuestra Excelencia que mi Gobierno encuentra aceptables los términos de la nota antes transcrita y, en consecuencia, conviene en que dicha nota, junto con la presente, constituyen un Acuerdo entre nuestros dos Gobiernos.

Aprovecho esta ocasión para renovar a Vuestra Excelencia el testimonio de mi más alta consideración.

G FRAGA

Al Excelentísimo Señor ROBERT HENRY MCBRIDE,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América,
México, D. F.

MINISTRY OF FOREIGN RELATIONS
UNITED MEXICAN STATES
MEXICO

506652

TLATELOLCO, D.F., *July 1, 1970*

MR. AMBASSADOR:

I have the honor to refer to Your Excellency's note No. 802 of this date, which, translated into Spanish, reads as follows:

[For the English language text, see p. 1472.]

In reply, I have the honor to inform Your Excellency that my Government finds the terms of the note transcribed above acceptable and consequently it agrees that the aforesaid note and this reply thereto shall constitute an Agreement between our two Governments.

I avail myself of this occasion to renew to Your Excellency the assurance of my highest consideration.

G FRAGA

His Excellency
ROBERT HENRY MCBRIDE,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Mexico, D.F.

MEXICO

Economic and Social Development of Border Area

Agreement effected by exchange of notes
Signed at México June 23, 1970;
Entered into force June 23, 1970.

The American Ambassador to the Secretary of Foreign Relations of Mexico

No. 781 MEXICO, D.F., *June 23, 1970*

EXCELLENCY:

I have the honor to refer to the exchange of notes dated November 30 and December 3, 1966, [1] which established a Joint Commission to study the manner in which the standard of living of United States and Mexican communities in areas along the border between the two countries could be raised by means of cooperative action.

The United States Government remains convinced that cooperative action is essential to achieve this goal, and, for the purpose of continuing such cooperative action, has instructed me to propose to Your Excellency that the Department of State, on the one hand, and the Secretariat of Foreign Relations, on the other, each designate one of its officials to maintain contact between the two Governments on matters related to border development, thus replacing the Joint Commission created by the exchange of notes to which I referred above.

If this proposal is acceptable to the Government of the United Mexican States, this note and Your Excellency's reply concurring therein shall constitute an agreement between our two Governments, which shall enter into force on the date of Your Excellency's reply, and shall replace the agreement effected by the exchange of notes of November 30 and December 3, 1966.

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

ROBERT H. MCBRIDE

His Excellency
ANTONIO CARRILLO FLORES
Secretary of Foreign Relations
Mexico, D.F.

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[1] TIAS 6171; 17 UST 2285.

The Secretary of Foreign Relations of Mexico to the American Ambassador

SECRETARIA DE RELACIONES EXTERIORES
MEXICO

MÉXICO, D. F.,
506318 *a 23 de junio de 1970.*

SEÑOR EMBAJADOR:

Tengo el honor de acusar a Vuestra Excelencia recibo de su atenta nota número 781, de esta fecha, cuyo texto vertido al español es el siguiente:

> "Tengo el honor de referirme al canje de notas, fechadas el 30 de noviembre y el 3 de diciembre de 1966, que estableció una Comisión Conjunta para estudiar la forma de elevar, mediante la cooperación recíproca, el nivel de vida de las comunidades de los Estados Unidos y de México en las áreas que se encuentran a lo largo de la frontera entre los dos países. El Gobierno de los Estados Unidos sigue convencido de que la cooperación recíproca es esencial para lograr ese objetivo y, con el propósito de continuarla, me ha dado instrucciones de proponer a Vuestra Excelencia que el Departamento de Estado por una parte, y la Secretaría de Relaciones Exteriores por la otra, designen a uno de sus funcionarios para que ambos, en substitución de la Comisión Conjunta creada por el canje de notas a que antes me referí, aseguren los contactos entre los dos Gobiernos sobre cuestiones relacionadas con el desarrollo fronterizo. Si esta propuesta es aceptable para el Gobierno de los Estados Unidos Mexicanos, esta nota y la respuesta de Vuestra Excelencia indicando su conformidad constituirán un acuerdo entre nuestros dos Gobiernos que surtirá efectos a partir de la fecha de la respuesta de Vuestra Excelencia y substituirá al acuerdo contenido en el canje de notas de 30 de noviembre y 3 de diciembre de 1966."

En respuesta, me complazco en informar a Vuestra Excelencia que mi Gobierno está de acuerdo con la propuesta contenida en la nota que acabo de transcribir y, por lo tanto, considera que dicha nota y la presente constituyen un acuerdo entre nuestros dos Gobiernos que substituye al acuerdo contenido en el canje de notas fechadas el 30 de noviembre y 3 de diciembre de 1966 y surte efectos a partir del día de hoy.

Aprovecho esta ocasión para renovar a Vuestra Excelencia el testimonio de mi más alta consideración.

A CARRILLO F

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

Translation

MINISTRY OF FOREIGN RELATIONS
MEXICO

506318

MEXICO, D.F., *June 23, 1970*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 781 of this date, which, translated into Spanish, reads as follows:

[For the English language text, see p. 1475.]

In reply I take pleasure in informing Your Excellency that my Government concurs in the proposal contained in the note transcribed above, and therefore it considers that the aforesaid note and this reply thereto constitute an agreement between our two Governments which replaces the agreement contained in the exchange of notes dated November 30 and December 3, 1966, and which shall enter into force today.

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

A CARRILLO F

His Excellency
ROBERT HENRY MCBRIDE,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Mexico, D.F.

REPUBLIC OF CHINA

Economic and Social Development: Sino-American Fund

Agreement amending and extending the agreement of April 9, 1965, as amended.
Effected by exchange of notes
Signed at Taipei June 30, 1970;
Entered into force June 30, 1970.

The American Ambassador to the Chinese Acting Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Taipei, June 30, 1970

No. 17

EXCELLENCY:

I have the honor to refer to the Agreement between the Government of the United States of America and the Government of the Republic of China, effected by exchange of notes signed at Taipei April 9, 1965, [1] effective from July 1, 1965 through June 30, 1970 (hereinafter called the "Sino-American Development Fund Agreement"), concerning the disposition of the New Taiwan dollars generated as a consequence of assistance furnished under the Economic Aid Agreement [2] between our two governments.

On the basis of the recent discussions which have taken place between representatives of our two governments, I have the honor to make the following proposals with respect to amendment and extension of the Sino-American Development Fund Agreement.

1. There should be added to the end of sub-paragraph 7 of paragraph "B" under "Uses of the Sino-American Development Fund," after deleting the period at the end thereof, the following: ", and salaries and administrative expenses of the Transportation Planning Board."

2. There should be added, to the numbered sub-paragraphs of "B" under "Uses of the Sino-American Development Fund," a sub-paragraph "9" which shall read:

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[1] TIAS 5782, 6451; 16 UST 583; 19 UST 4629.
[2] TIAS 1837, 1923, 3077, 5888; 62 Stat. 2945; 63 Stat. 2425; 5 UST 2154; 16 UST 1650.

"9. For expenditures to support family planning programs. The amount budgeted under this heading shall be the subject of periodic consultations between the parties to this Agreement."

3. There should be added at the end and as a part of paragraph C under "Uses of the Sino-American Development Fund," the following:

"In considering all expenditures under this Agreement, emphasis shall be placed to the extent possible on the use of Sino-American Development Funds for innovative projects rather than the continuation of established or already demonstrated practices or activities."

4. There should be added, under "Uses of the Sino-American Development Fund," a paragraph "E" which shall read:

"E. In order to preserve, to the extent compatible with the goals of this Agreement, the funds available for disposition hereunder, the attempt shall be made to have an increased proportion of disbursements from the Sino-American Development Fund for loans, and a lesser proportion for grants."

5. There should be substituted, for the sub-paragraph commencing "Second," under paragraph C under "Management of the Sino-American Development Fund," the following:

"Second, to administer the thereafter available balances of the Sino-American Fund, in accordance with the terms of this Agreement, to promote the purposes of this Agreement."

Upon receipt of a note from your Excellency confirming the foregoing and indicating that the arrangements set forth herein are acceptable to the Government of the Republic of China, the Government of the United States of America will consider that this note and your Excellency's reply constitute an agreement by our two Governments extending, with the modifications noted above, the Sino-American Development Fund Agreement, to be effective from July 1, 1970, through June 30, 1975. These arrangements will be reviewed by our two governments on or about July 1, 1975, or at any earlier time on thirty days notice by either Government.

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

WALTER P. MCCONAUGHY

His Excellency
JAMES C. H. SHEN,
Acting Minister of Foreign Affairs,
Taipei.

此致

美利堅合衆國駐中華民國特命全權大使馬康衛閣下

沈劍虹

中華民國五十九年六月三十日於台北

閣下復照即構成貴我兩國政府間之一項協定，依上述修正，延展中美發展基金協定之效期，自一九七〇年七月一日起至一九七五年六月三十日止。貴我兩國政府將於或約於一九七五年七月一日或於任一方政府通知三十天後之任何較早期間內，重新檢討此項辦法。」等由。

本次長代理部務，茲代表中華民國政府對上開了解予以接受，並證實本照會及

貴大使來照即構成貴我兩國政府間之協議，自本照會之日起生效。

本次長代理部務順向

貴大使重申崇高之敬意。

50-780 O - 71 - 28--pt. 2--21

一、在「中美發展基金之用途」項內之(乙)款(7)目，應刪除其末尾之句點，並增列下述文字：「，及運輸設計委員會人員薪金及行政費用。」

二、在「中美發展基金之用途」項內之(乙)款各目以外，增加第(9)目如下：「(9)撥充支持家庭計劃方案之經費。本目所需預算金額應由本協定締約雙方定期磋商決定。」

三、在「中美發展基金用途」項內之(丙)款末尾，應增加下述文字，作爲該款之一部份：「在考慮本協定各種費用時，應着重於將中美發展基金儘可能運用於具有創設性之計劃，而非在延續已建立或已實行之措施或活動。」

四、在「中美發展基金之用途」項內應增列戊款如下：「戊、茲爲維持基金可供繼續運用，俾符合本協定之目標起見，中美發展基金用於貸款之比率應設法增加，而贈款之比率應予減少。」

五、在「中美發展基金之管理」項內之(丙)款「第二」目文字，應以下述文字替代之：「第二、依照本協定之規定，運用中美基金此後可供使用之餘款，以促進本協定之目的。」

美利堅合衆國政府認爲，一俟接准閣下之復照，證實上述各節並表示本照會內所述辦法爲中華民國政府所接受，則本照會與

The Chinese Acting Minister of Foreign Affairs to the American Ambassador [1]

照會

外(59)北字二
12013

逕啓者：接准

貴大使五十九年六月三十日第十七號照會，內開：

「逕啓者：查美利堅合衆國政府與中華民國政府曾於一九六五年四月九日在台北以互換照會方式簽訂一項協定，其效期係自一九六五年七月一日起至一九七〇年六月三十日止（以下簡稱「中美發展基金協定」），規定有關依照貴我兩國政府間之經濟援助協定所提供援助而產生之新台幣運用事宜。

本大使茲基於貴我兩國政府代表最近之會商，就中美發展基金協定之修正及延期事宜，建議如次：

[1] For the English language translation, see p. 1485.

Translation

MINISTRY OF FOREIGN AFFAIRS
REPUBLIC OF CHINA

E(2) 59-12013

TAIPEI, *June 30, 1970*

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's Note No. 17 Dated June 30, 1970 which reads as follows:

[For the English text, see p. 1478.]

In reply, I have the honor to accept, on behalf of the Government of the Republic of China, the foregoing understandings and to confirm that the aforesaid note and this reply shall constitute an Agreement between our two governments which shall enter into force on today's date.

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

JAMES C. H. SHEN

His Excellency
WALTER P. MCCONAUGHY
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Taipei

MALTA

Peace Corps

Agreement effected by exchange of notes
Signed at Valletta April 29 and June 24, 1970;
Entered into force June 24, 1970.

The American Ambassador to the Minister for Commonwealth and Foreign Affairs of Malta

P-61

VALLETTA, *April 29, 1970.*

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two Governments and to propose the following understandings with respect to the men and women of the United States of America who volunteer to serve in the Peace Corps and who, at the request of your Government, would live and work for periods of time in Malta.

1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by the Government of Malta and approved by the Government of the United States to perform work under the immediate supervision of governmental or private organizations in Malta designated by our two Governments. The Government of the United States will provide training to enable the Volunteers to perform more effectively their agreed tasks. The Government of Malta will bear such share of the costs of the Peace Corps program incurred in Malta as our two Governments may agree should be contributed by it.

2. The Government of Malta will accord equitable treatment to the Volunteers and their property; afford them full aid and protection, including treatment no less favorable than that accorded generally to nationals of the United States residing in Malta; and fully inform, consult and cooperate with representatives of the Government of the United States with respect to all matters concerning them. The Government of Malta will exempt the Volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside Malta, from all customs duties or other charges on their personal property introduced into Malta for their own use at or about the time of their arrival, or within three

months after their arrival, and from all other taxes or other charges (including immigration fees) except license fees and taxes or other charges included in the price of equipment, supplies and services.

3. The Government of the United States will provide the Volunteers with such limited amounts of equipment and supplies as our two Governments may agree should be provided by it to enable the Volunteers to perform their tasks effectively. The Government of Malta will exempt from all taxes, customs duties and other charges, all equipment and supplies introduced into or acquired in Malta by the Government of the United States, or any contractor financed by it, for use hereunder.

4. To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of Malta will receive a representative of the Peace Corps and such staff of the representative and such personnel of United States private organizations performing functions hereunder under contract with the Government of the United States as are acceptable to the Government of Malta. The Government of Malta will exempt such persons from all taxes on income derived from the Peace Corps work or sources outside Malta, and from all other taxes or other charges (including immigration fees) except license fees and taxes or other charges included in the prices of equipment, supplies and services. The Government of Malta will accord the Peace Corps Representative and his staff the same treatment with respect to the payment of customs duties or other charges on personal property introduced into Malta for their own use as is accorded personnel of comparable rank or grade of the Embassy of the United States. The Government of Malta will accord personnel of the United States private organizations under contract with the Government of the United States the same treatment with respect to the payment of customs duties or other charges on personal property introduced into Malta for their own use as is accorded Volunteers hereunder.

5. Nothing which is allowed to be imported into Malta free of duty, in virtue of this agreement, may be disposed of in Malta, but shall be reexported or, if disposed of in Malta, shall be liable to duty according to Maltese law.

6. The Government of Malta will exempt from exchange controls all funds introduced into Malta for use hereunder by the Government of the United States or contractors financed by it. Such funds shall be convertible into the currency of Malta at the market rate ruling at the time in Malta.

7. Appropriate representatives of our two Governments may make from time to time such arrangements with respect to Peace Corps Volunteers and Peace Corps programs in Malta as appear necessary or desirable for the purpose of implementing this agreement. The undertakings of each Government herein are subject to the availability of funds and to the applicable laws of that Government.

I have the further honor to propose that, if these understandings are acceptable to your Government, this note and your Government's reply note concurring therein shall constitute an agreement between our two Governments which shall enter into force on the date of your Government's note and shall remain in force until ninety days after the date of the written notification from either Government to the other of intention to terminate it.

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

JOHN C. PRITZLAFF JR.

His Excellency
DR. GIORGIO BORG OLIVIER,
Minister for Commonwealth and Foreign Affairs,
Valletta.

The Acting Secretary, Ministry of Commonwealth and Foreign Affairs of Malta, to the American Ambassador

MINISTRY OF COMMONWEALTH
AND FOREIGN AFFAIRS
The Old Chancellery,
Palace Square,
Valletta, MALTA.

CFA.64/68

24th June, 1970.

EXCELLENCY,

I am directed by the Minister to acknowledge receipt of your letter of the 29th April, 1970, which reads as follows:

"1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by the Government of Malta and approved by the Government of the United States to perform work under the immediate supervision of governmental or private organizations in Malta designated by our two Governments. The Government of the United States will provide training to enable the Volunteers to perform more effectively their agreed tasks. The Government of Malta will bear such share of the costs of the Peace Corps program incurred in Malta as our two Governments may agree should be contributed by it.

2. The Government of Malta will accord equitable treatment to the Volunteers and their property; afford them full aid and protection, including treatment no less favorable than that accorded generally to nationals of the United States residing in Malta; and fully inform, consult and cooperate with representatives of the Government of the United States with respect to all matters concerning them. The Government of Malta will

exempt the Volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside Malta, from all customs duties or other charges on their personal property introduced into Malta for their own use at or about the time of their arrival, or within three months after their arrival, and from all other taxes or other charges (including immigration fees) except license fees and taxes or other charges included in the price of equipment, supplies and services.

3. The Government of the United States will provide the Volunteers with such limited amounts of equipment and supplies as our two Governments may agree should be provided by it to enable the Volunteers to perform their tasks effectively. The Government of Malta will exempt from all taxes, customs duties and other charges, all equipment and supplies introduced into or acquired in Malta by the Government of the United States, or any contractor financed by it, for use hereunder.

4. To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of Malta will receive a representative of the Peace Corps and such staff of the representative and such personnel of United States private organizations performing functions hereunder under contract with the Government of the United States as are acceptable to the Government of Malta. The Government of Malta will exempt such persons from all taxes on income derived from the Peace Corps work or sources outside Malta, and from all other taxes or other charges (including immigration fees) except license fees and taxes or other charges included in the prices of equipment, supplies and services. The Government of Malta will accord the Peace Corps Representative and his staff the same treatment with respect to the payment of customs duties or other charges on personal property introduced into Malta for their own use as is accorded personnel of comparable rank or grade of the Embassy of the United States. The Government of Malta will accord personnel of the United States private organisations under contract with the Government of the United States the same treatment with respect to the payment of customs duties or other charges on personal property introduced into Malta for their own use as is accorded Volunteers hereunder.

5. Nothing which is allowed to be imported into Malta free of duty, in virtue of this agreement, may be disposed of in Malta, but shall be reexported or, if disposed of in Malta, shall be liable to duty according to Maltese law.

6. The Government of Malta will exempt from exchange controls all funds introduced into Malta for use hereunder by the Government of the United States or contractors financed by it. Such funds shall be convertible into the currency of Malta at the market rate ruling at the time in Malta.

7. Appropriate representatives of our two Governments may make from time to time such arrangements with respect to Peace Corps Volunteers and Peace Corps programs in Malta as appear necessary or desirable for the purpose of implementing this agreement. The undertakings of each Government herein are subject to the availability of funds and to the applicable laws of that Government.

8. I have the further honor to propose that, if these understandings are acceptable to your Government, this note and your Government's reply note concurring therein shall constitute an agreement between our two Governments which shall enter into force on the date of your Government's note and shall remain in force until ninety days after the date of the written notification from either Government to the other of intention to terminate it."

In reply I have to inform you that the foregoing is acceptable to the Government of Malta who therefore regard your letter and this reply as constituting an Agreement between the two Governments in the matter which shall enter into force forthwith and which shall remain in force until ninety days after the date of the written notification from either Government to the other of intention to terminate it.

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

H Borg Cardona

H. Borg Cardona
Acting Secretary

His Excellency
Mr. John C. Pritzlaff Jr.,
Ambassador of the United States of America,
Airways House,
Gaiety Lane,
Sliema.

AFGHANISTAN

Technical Cooperation

Agreement extending the agreement of June 30, 1953, as extended.
Effected by exchange of notes
Signed at Kabul June 20 and 24, 1970;
Entered into force June 24, 1970.

The American Ambassador to the Prime Minister and Minister of Foreign Affairs of Afghanistan

No. 48 KABUL, *June 20, 1970*

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two Governments concerning the Technical Cooperation Program Agreement signed at Kabul on June 30, 1953, as amended and extended. [1]

I propose that Article IX of that Agreement, as amended, be further amended by substituting "December 31, 1970" for the date "June 30, 1970" in the two places where such date appears in the second sentence thereof.

If the foregoing proposal is acceptable to Your Excellency's Government, I have the honor to propose further that this Note and Your Excellency's Note in reply concurring therein shall constitute an Agreement between our two Governments which shall enter into force on the date of Your Excellency's reply and shall be deemed to have effect from June 30, 1970.

Accept, Excellency, the assurances of my highest consideration.

ROBERT G. NEUMANN

His Excellency
NUR AHMAD ETEMADI,
Prime Minister
and Minister of Foreign Affairs,
Kabul.

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[1] TIAS 2856, 6808; 4 UST 2012; 20 UST 4116.

The Prime Minister and Minister of Foreign Affairs of Afghanistan to the American Ambassador

شماره ص۷۷۷

تاریخ ۳ سرطان ۱۳٤۹

جلا لتماب عزیز

وصول نامه شماره ٤۸ مورخ ۲۰ جون ۱۹۷۰ مطابق ۳۰ جوزای ۱۳٤۹ جلا لتماب شما را در مورد موافقت نامه پروگرام همکاری تخنیکی که بتاریخ ۳۰ جون ۱۹۵۳ در کابل امضاء گردیده است اطمینان میدهم ۰

پیشنهاد شما درباره تعدیل ماده نه موافقت نامه مبنی بر تمدید تاریخ ان از ۳۰ جون ۱۹۷۰ الی ۳۱ دسمبر ۱۹۷۰ طرف قبول است ۰

بدینوسیله موافقت حکومت پادشاهی افغانستان را درزمینه اظهار داشته احترامات فایقه راتجدید میدارم ۰

نور احمد اعتمادی
صدراعظم ووزیر امور خارجه

جلا لتماب رابرت نیومن
سفیر کبیر ایالات متحده امریکا
کابل ۰

Translation

Note No. S 777

SARATAN 3, 1349 (JUNE 24, 1970)

EXCELLENCY:

I have the honor to acknowledge the receipt of Note No. 48 dated June 20, 1970, corresponding to Jawza 30, 1349, from your Excellency concerning the Technical Cooperation Program Agreement signed at Kabul on June 30, 1953.

Your proposal to amend Article IX of the Agreement by extending its date from June 30, 1970 to December 31, 1970 is accepted.

I hereby express the agreement of the Royal Government of Afghanistan on this matter, along with the assurances of my highest consideration.

NUR AHMAD ETEMADI

Prime Minister
and
Minister of Foreign Affairs

His Excellency
ROBERT NEUMANN,
Ambassador of the United States of America,
Kabul.

REPUBLIC OF KOREA

Extension of Loan of Vessels

Agreement effected by exchange of notes Signed at Seoul June 10 and 25, 1970; Entered into force June 25, 1970.

The American Ambassador to the Korean Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Seoul, June 10, 1970.

No. 298

EXCELLENCY:

I have the honor to refer to the request of the Government of the Republic of Korea concerning the extension by the Government of the United States of America of the loans of certain naval vessels.

The loans of these naval vessels were made pursuant to the Agreement between the Government of the United States and the Government of the Republic of Korea, effected by the exchange of notes dated January 29, 1955, as extended by the exchanges of notes dated March 28 and April 1, 1960 and March 30, 1967.[1] The loans of these vessels were scheduled to expire as follows:

ROKN Ship	Ex-U.S. Ship	Date of Delivery	Expiration Date
PCEC 51	PCEC 882	February 12, 1955	February 12, 1970
PCEC 52	PCEC 896	February 12, 1955	February 12, 1970
PCEC 53	PCEC 873	September 2, 1955	September 2, 1970
PCEC 55	PCEC 898	September 2, 1955	September 2, 1970
LST 807	LST 1010	March 15, 1955	March 15, 1970
LST 808	LST 227	March 29, 1955	March 29, 1970
LST 809	LST 218	March 3, 1955	March 3, 1970
LSM 601	LSM 546	February 16, 1955	February 16, 1970
LSM 602	LSM 268	February 16, 1955	February 16, 1970
LSM 605	LSM 462	February 16, 1955	February 16, 1970
YO 5	YO 59	October 1, 1955	October 1, 1970
ARL 1	ARL 15	October 3, 1955	October 3, 1970

Reference is also made to the APD 81 (ex-U.S. Ship APD 128), the loan of which was made pursuant to the Agreement effected by the exchange of notes dated October 22, 1959 and January 29, 1960 [2] under the terms and conditions of the Agreement effected by the

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[1] TIAS 3163, 4454, 6581; 6 UST 19; 11 UST 380; 19 UST 6311.
[2] TIAS 4411; 11 UST 79.

exchange of notes dated January 29, 1955. The exchange of notes dated October 22, 1959 and January 29, 1960 was extended by the exchange of notes dated March 30, 1967. The APD 81 was originally delivered on October 15, 1959 and its loan is scheduled to expire on October 15, 1969.

I now have the honor to inform Your Excellency that in response to the request of the Government of the Republic of Korea, the Government of the United States agrees to extend the loans of these vessels for an additional period of five years commencing from the respective scheduled expiration dates under the terms and conditions of the agreements pertaining to these vessels referred to above. The five year extensions of the loans of these vessels are in addition to the periods previously agreed as computed from the respective dates of deliveries of these vessels. Accordingly, the new expiration dates of these vessels will be as follows:

ROKN Ship	Ex-U.S. Ship	Expiration Date
PCEC 51	PCEC 882	February 12, 1975
PCEC 52	PCEC 896	February 12, 1975
PCEC 53	PCEC 873	September 2, 1975
PCEC 55	PCEC 898	September 2, 1975
LST 807	LST 1010	March 15, 1975
LST 808	LST 227	March 29, 1975
LST 809	LST 218	March 3, 1975
LSM 601	LSM 546	February 16, 1975
LSM 602	LSM 268	February 16, 1975
LSM 605	LSM 462	February 16, 1975
YO 5	YO 59	October 1, 1975
ARL 1	ARL 15	October 3, 1975
APD 81	APD 128	October 15, 1974

If the foregoing is acceptable to the Government of the Republic of Korea, I have the honor further to propose that Your Excellency's reply to that effect shall, together with this note, constitute an agreement between our two Governments regarding this matter, which shall enter into force on the date of Your Excellency's reply.

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

WILLIAM J. PORTER

His Excellency
KYU HAH CHOI,
Minister of Foreign Affairs,
Seoul.

The Korean Minister of Foreign Affairs to the American Ambassador

MINISTRY OF FOREIGN AFFAIRS
REPUBLIC OF KOREA

OBJ-630 JUNE 25, 1970

EXCELLENCY,

I have the honor to refer to your note No. 298 of June 10, 1970. which reads as follows:

"I have the honor to refer to the request of the Government of the Republic of Korea concerning the extension by the Government of the United States of America of the loans of certain naval vessels.

The loans of these naval vessels were made pursuant to the Agreement between the Government of the United States and the Government of the Republic of Korea, effected by the exchange of notes dated January 29, 1955, as extended by the exchanges of notes dated March 28 and April 1, 1960 and March 30, 1967. The loans of these vessels were scheduled to expire as follows:

ROKN Ship	Ex-U.S. Ship	Date of Delivery	Expiration Date
PCEC 51	PCEC 882	February 12, 1955	February 12, 1970
PCEC 52	PCEC 896	February 12, 1955	February 12, 1970
PCEC 53	PCEC 873	September 2, 1955	September 2, 1970
PCEC 55	PCEC 898	September 2, 1955	September 2, 1970
LST 807	LST 1010	March 15, 1955	March 15, 1970
LST 808	LST 227	March 29, 1955	March 29, 1970
LST 809	LST 218	March 3, 1955	March 3, 1970
LSM 601	LSM 546	February 16, 1955	February 16, 1970
LSM 602	LSM 268	February 16, 1955	February 16, 1970
LSM 605	LSM 462	February 16, 1955	February 16, 1970
YO 5	YO 59	October 1, 1955	October 1, 1970
ARL 1	ARL 15	October 3, 1955	October 3, 1970

Reference is also made to the APD 81 (ex-U.S. Ship APD 128), the loan of which was made pursuant to the Agreement effected by the exchange of notes dated October 22, 1959 and January 29, 1960 under the terms and conditions of the Agreement effected by the exchange of notes dated January 29, 1955. The exchange of notes dated October 22, 1959 and January 29, 1960 was extended by the exchange of notes dated March 30, 1967. The APD 81 was originally delivered on October 15, 1959 and its loan is scheduled to expire on October 15, 1969.

I now have the honor to inform Your Excellency that in response to the request of the Government of the Republic of Korea, the Government of the United States agrees to extend the loans of these vessels for an additional period of five years commencing from the

respective scheduled expiration dates under the terms and conditions of the agreements pertaining to these vessels referred to above. The five year extensions of the loans of these vessels are in addition to the periods previously agreed as computed from the respective dates of deliveries of these vessels. Accordingly, the new expiration dates of these vessels will be as follows:

ROKN Ship	Ex-U.S. Ship	Expiration Date
PCEC 51	PCEC 882	February 12, 1975
PCEC 52	PCEC 896	February 12, 1975
PCEC 53	PCEC 893	September 2, 1975
PCEC 55	PCEC 898	September 2, 1975
LST 807	LST 1010	March 15, 1975
LST 808	LST 227	March 29, 1975
LST 809	LST 218	March 3, 1975
LSM 601	LSM 546	February 16, 1975
LSM 602	LSM 268	February 16, 1975
LSM 605	LSM 462	February 16, 1975
YO 5	YO 59	October 1, 1975
ARL 1	ARL 15	October 3, 1975
APD 81	APD 128	October 15, 1975

If the foregoing is acceptable to the Government of the Republic of Korea, I have the honor further to propose that Your Excellency's reply to that effect shall, together with this note, constitute an agreement between our two Governments regarding this matter, which shall enter into force on the date of Your Excellency's reply "

I have the honor to inform you that the proposals contained in your note are acceptable to the Government of the Republic of Korea and to confirm that your note and this reply constitute an agreement between our two Governments on this subject, which shall enter into force as from this date.

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

KYU HAH CHOI
Minister of Foreign Affairs

His Excellency
WILLIAM J PORTER
Ambassador of the United States of America,
Seoul

50-780 O - 71 29--pt. 2--21

GUATEMALA

Trade: Meat Imports

Agreement effected by exchange of notes
Signed at Guatemala February 10 and March 25, 1970;
Entered into force March 25, 1970.
With related notes
Signed at Guatemala May 14 and 21, 1970.

The American Ambassador to the Minister of Foreign Relations of Guatemala

No. 35 GUATEMALA, *February 10, 1970*

EXCELLENCY:

I have the honor to refer to discussions between representatives of our two Governments relating to the importation into the United States for consumption of fresh, chilled, or frozen cattle meat (Item 106.10 of the tariff schedules of the United States) and fresh, chilled, or frozen meat of goats and sheep, except lambs (Item 106.20 of the tariff schedules of the United States) during the calendar year 1970.

I am able to inform you that the Governments of all countries which are major suppliers of such meats to the United States have agreed to participate in the 1970 restraint program discussed by our representatives. These agreements are being embodied in exchanges of Notes between the Government of the United States of America and the Governments of the respective countries.

I propose that the agreement between our two Governments should provide as follows:

1. On the basis of the foregoing, and subject to paragraph 4, the permissible total quantity of imports of such meats into the United States during the calendar year 1970 shall be 1,061.5 million pounds and the Government of Guatemala and the Government of the United States of America shall respectively undertake responsibilities as set forth below for regulating exports to, and imports into, the United States.

2. The Government of Guatemala shall limit the quantity of such meats originating in Guatemala and during the calendar year 1970 entered or withdrawn from warehouse for consumption in the United

States to 22.3 million pounds or such higher figure as may result from adjustments pursuant to paragraph 4.

3. The Government of the United States of America may limit imports of such meats of Guatemalan origin, whether by direct or indirect shipments, through issuance of regulations governing the entry or withdrawal from warehouse for consumption in the United States, provided that,

(A) Such regulations shall not be employed to govern the timing of entry or withdrawal from warehouse for consumption of such meat from Guatemala;

(B) Such regulations shall be issued only after consultation with the Government of Guatemala pursuant to paragraph 6, and only in circumstances where it is evident after such consultations that the quantity of such meat likely to be presented for entry or withdrawal from warehouse for consumption in the calendar year 1970 will exceed the quantity specified in paragraph 2, as it may be increased pursuant to paragraph 4.

4. The Government of the United States of America may increase the global quantity of imports of such meats into the United States or may allocate any shortfall in a share of the global quantity. Thereupon, if no shortfall is estimated for Guatemala, such increase in global quantity or shortfall shall be allocated to Guatemala in the proportion that 22.3 million pounds bears to the total initial shares from all countries which are estimated to have no shortfall for the calendar year 1970.

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

6. The Government of Guatemala and the Government of the United States of America shall consult promptly upon the request of either Government regarding any matter involving the application, interpretation or implementation of this agreement, and regarding increase in the global quantity and allocation of shortfall.

7. In the event that quotas on the imports of such meats should become necessary, the representative period used by the Government of the United States of America for calculation of the quota of Guatemala shall not include the period between October 1, 1968 and December 31, 1970.

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

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

NATHANIEL DAVIS

His Excellency
ALBERTO FUENTES MOHR
Minister of Foreign Relations
Guatemala

The Minister of Foreign Relations of Guatemala to the American Ambassador

MINISTERIO DE RELACIONES EXTERIORES
REPUBLICA DE GUATEMALA, C.A.
DIRECCION DE POLITICA EXTERIOR

06555
AM-11 PE-5.16

GUATEMALA, *25 de marzo de 1970.*

SEÑOR EMBAJADOR:

Tengo a honra referirme a su nota número 35, de fecha 10 de febrero recién pasado, en la que alude a las conversaciones entre representantes de nuestros dos Gobiernos concernientes a la importación por parte de Estados Unidos de carne fresca refrigerada o congelada durante el año calendario 1970.

En dicha nota Vuestra Excelencia señala que todos los países que son proveedores importantes de tales carnes para Estados Unidos, han convenido en un programa de limitación de exportaciones, lo cual se ha de concretar en cambio de notas entre los Gobiernos de Estados Unidos y los de dichos países.

Con relación a lo anterior, mi Gobierno desea dejar fijada su posición en el sentido de que nuestra aceptación en principio de una limitación de las exportaciones guatemaltecas de carne a Estados Unidos, obedece única y exclusivamente a la posibilidad que se nos ha manifestado de que el Ilustrado Gobierno estadunidense en aplicación de la Ley No. 88–482, establezca cuotas de importación. En tal sentido, me veo obligado a manifestar nuestra inconformidad con un sistema que, ya sea por medio de las llamadas cuotas voluntarias de exportación, o por medio de la aplicación de cuotas de importación por los Estados Unidos, resulta totalmente reñido con la política de comercio libre, con los esfuerzos de diversificación de exportaciones de los países de menor desarrollo económico que ha apoyado su Ilustrado Gobierno, y con los principios de cooperación económica que han quedado plasmados en varios acuerdos interamericanos y numerosas declaraciones de altos funcionarios estadunidenses.

Además de plantear el anterior punto de vista, el Gobierno de Guatemala se ve precisado, al aceptar en principio la limitación de las exportaciones de carne a los Estados Unidos, de hacer formal reserva sobre su intención de renegociar con el Ilustrado Gobierno de los Estados Unidos, tanto en forma bilateral como en reuniones internacionales, los aspectos pertinentes al monto de la cuota de exportación establecida, así como de apoyar las gestiones que en igual sentido hagan otros países centroamericanos.

En respuesta concreta a los puntos comunicados por Vuestra Excelencia como base del acuerdo entre nuestros dos Gobiernos, y refiriéndome en su orden a cada uno de ellos, me permito manifestarle lo siguiente:

1. El Gobierno de Guatemala ha tomado nota de que la cantidad total permisible de importaciones por Estados Unidos de las carnes objeto del acuerdo, durante el año calendario de 1970, será de 1,061.5 millones de libras. Con respecto a este punto, Guatemala se hace portavoz del sentir latinoamericano expresado en el Consenso de Viña del Mar y en la última reunión del CIES, el cual recomendó que en cada reajuste anual del total permisible de importaciones por parte de su Ilustrado Gobierno, de los productos básicos, entre los cuales se encuentra la carne, el incremento que determine la tendencia secular, sea asignado a los países de menor desarrollo económico relativo, para que puedan salir de la dependencia de un sólo producto de exportación.

2. El Gobierno de Guatemala limitará la cantidad de exportación de dichas carnes originarias de Guatemala durante el año calendario 1970 con destino a los Estados Unidos a 22.3 milliones de libras o una mayor cantidad resultante de ajustes efectuados conforme el parágrafo 4 d3 se nota.

El Gobierno de Guatemala se reserva su posición en cuanto a que la carne exportada en depósito durante 1969, no debe ser incluída dentro de la cuota asignada para el presente año, lo cual se negociará de acuerdo a lo establecido en el parágrafo 6 de su nota.

3. El Gobierno de Guatemala ha tomado nota del contenido del parágrafo número 3 de su nota en el sentido que:

> "El Gobierno de los Estados Unidos de América puede limitar la importación de dichas carnes de origen guatemalteco que se hiciere por expedición directa o indirecta, mediante la emisión de regulaciones que rijan la entrada o salida de depósito para consumo en Estados Unidos, siempre que: a) no se aplique tales regulaciones a determinar el tiempo de entrada o salida de depósito para consumo de dicha carne procedente de Guatemala; b) Tales regulaciones se emitan solamente después de consulta con el Gobierno de Guatemala conforme el parágrafo 6, y únicamente en circunstancias en que se haga evidente, después de efectuadás las consultas, que la cantidad de dicha

carne que aparentemente pueda presentarse para entrada o salida de depósito en el año calendario 1970, excederá de la cantidad especificada en el parágrafo 2, que pudiere haber sido aumentada de conformidad con el parágrafo 4."

y lo acepta con la salvedad consignada en el punto anterior.

4. El Gobierno de Guatemala ha tomado nota del contenido del parágrafo de su nota que lleva este mismo número, en el sentido que:

"El Gobierno de los Estados Unidos de América puede aumentar la cantidad global de importaciones de las referidas carnes a Estados Unidos, o puede asignar el cubrimiento de cualquier merma en una porción de la cantidad global. De tal manera, si no estima merma para Guatemala, dicho aumento a la cantidad global, o merma, se asignará a Guatemala en la proporción que corresponda a 22.3 milliones de libras del total inicial de participaciones de todos los países estimadas sin merma para el año calendario 1970."

pero se reserva de conformidad con lo establecido en el parágrafo 6, gestionar, mediante negociaciones bilaterales o en reuniones internacionales, que al hacerse los ajustes a las cuotas básicas se tomen en cuenta las condiciones de Guatemala como país participante en un programa de integración económica y su calidad de país de menor desarrollo económico relativo de América.

No hacerlo, sería contrario a lo establecido en el Consenso de Viña del Mar y a las resoluciones de las últimas reuniones del Consejo Interamericano Económico y Social.

5. El Gobierno de Guatemala ha tomado nota y acepta el contenido del parágrafo de este mismo número que dice:

"Separadamente, el Gobierno de los Estados Unidos de América informará sobre las carnes que se rechace como impropias para consumo humano y no se considerará estas carnes como parte de la cantidad mencionada en el parágrafo 2."

6. El Gobierno de Guatemala ha tomado nota y acepta el contenido del parágrafo de este mismo número que dice:

"El Gobierno de Guatemala y el Gobierno de los Estados Unidos de América se consultarán sin demora, al solicitarlo uno u otro Gobierno, sobre todo asunto relativo a la aplicación, interpretación o ejecución de este acuerdo, y con respecto al aumento a la cantidad global y asignación de la correspondiente a una merma."

7. El Gobierno de Guatemala ha tomado nota del parágrafo de este mismo número, pro reitera su posición contraria a la fijación de cuotas de importación que entorpecen el comercio libre entre las

naciones. Por otra parte no puede manifestar su acuerdo a que en caso de fijarse una cuota de importación por parte de su Ilustrado Gobierno, ésta se base en un período de años desfavorable para nuestro país, que dé por resultado la fijación de una cuota menor a la cifra exportada en el último año con el consiguiente efecto desastroso para la ganadería y el país en general.

Si en un acto unilateral, el Gobierno de los Estados Unidos fijara determinada cuota, lo haría con base en una ley interna cuya vigencia, desde un punto de vista legal, el Gobierno de Guatemala no entra a considerar, pero cuya aplicación vendría en detrimento de las buenas relaciones interamericanas.

Aprovecho la oportunidad para renovar a Vuestra Excelencia el testimonio de mi consideración más alta y distinguida.

A FUENTES MOHR

Excelentísimo Señor NATHANIEL DAVIS
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América,
Ciudad.

Translation

MINISTRY OF FOREIGN AFFAIRS
REPUBLIC OF GUATEMALA
BUREAU OF FOREIGN POLICY

06555
AM-11 PE-5.16

GUATEMALA, *March 25, 1970*

MR. AMBASSADOR:

I have the honor to refer to your note No. 35 of February 10, 1970, in which you refer to talks between representatives of our two Governments relating to the importation of fresh, chilled, or frozen meat by the United States during the calendar year 1970.

In that note Your Excellency points out that all countries which are major suppliers of such meats to the United States have agreed to a program for the restraint of exports, which is being embodied in exchanges of notes between the Government of the United States and the Governments of the countries concerned.

With respect to the foregoing, my Government wishes to make its position clear, to the effect that our acceptance in principle of a limitation on Guatemalan exports of meat to the United States derives solely and exclusively from the possibility which has been made known to us that the United States Government might establish import quotas in conformity with Public Law No. 88-482.[1] In this

[1] 78 Stat. 594.

sense, I must indicate our disagreement with a system which, either through the so-called voluntary export quotas or through the application of import quotas by the United States is completely in conflict with the free trade policy and with the efforts to diversify exports of the economically less developed countries which your country has supported, and with the principles of economic cooperation which have been established in various inter-American agreements and numerous statements by high United States officials.

In addition to setting forth the above point of view, the Government of Guatemala feels obliged upon accepting in principle the restraint of meat exports to the United States, to make a formal reservation regarding its intention to renegotiate with the Government of the United States, bilaterally as well as in international meetings, the matter of the level of export quotas established, and to lend its support to similar efforts by other Central American countries.

Replying specifically to the points communicated by Your Excellency as the basis for an agreement between our two Governments and referring to each one in order, I take the liberty of stating as follows:

1. The Government of Guatemala has taken note of the fact that the total permissible quantity of imports into the United States of the meats forming the subject of the agreement, during the calendar year 1970, will be 1,061.5 million pounds. With respect to this point, Guatemala makes itself the spokesman for the Latin American sentiment expressed in the Consensus of Viña del Mar and at the last meeting of the Inter-American Economic and Social Council, which recommended that at each annual readjustment of the global quantity of imports of basic products allowed by your Government, among which meats are included, the increase resulting from the secular trend should be assigned to the countries of relatively less economic development, so that they might free themselves of dependence on a single export item.

2. The Government of Guatemala will restrict the export to the United States of the said meats originating in Guatemala during the calendar year 1970 to 22.3 million pounds or such higher amount as may result from adjustments made in conformity with paragraph 4 of your note.

The Government of Guatemala reserves its position to the effect that meat exported in-bond during 1969 is not to be included in the quota assigned for the current year, which will be negotiated in accordance with paragraph 6 of your note.

3. The Government of Guatemala has taken note of the contents of paragraph 3 of your note to the effect that:

> "The Government of the United States of America may limit imports of such meats of Guatemalan origin, whether by direct or indirect shipments, through issuance of regulations

governing the entry or withdrawal from warehouse for consumption in the United States provided that: (a) Such regulations shall not be employed to govern the timing of entry or withdrawal from warehouse for consumption of such meat from Guatemala; (b) such regulations shall be issued only after consultation with the Government of Guatemala pursuant to paragraph 6, and only in circumstances where it is evident after such consultations that the quantity of such meat likely to be presented for entry or withdrawal from warehouse [for consumption] in the calendar year 1970 will exceed the quantity specified in paragraph 2, as it may be increased pursuant to paragraph 4."

and accepts it with the reservation noted under the preceding point.

4. The Government of Guatemala has taken note of the contents of paragraph 4 of your note to the effect that:

> "The Government of the United States of America may increase the global quantity of imports of such meats into the United States or may allocate any shortfall in a share of the global quantity. Thereupon, if no shortfall is estimated for Guatemala, such increase in global quantity or shortfall shall be allocated to Guatemala in the proportion that 22.3 million pounds bears to the total initial shares from all countries which are estimated to have no shortfall for the calendar year 1970."

but makes the reservation, in conformity with the provisions of paragraph 6, that it will seek, through bilateral negotiations or in international meetings, to have Guatemala's situation as a country participating in an economic integration program and its status as an American country of relatively less economic development taken into consideration when adjustments to basic quotas are made.

To fail to do this would be contrary to the Consensus of Viña del Mar and the resolutions adopted at the last meetings of the Inter-American Economic and Social Council.

5. The Government of Guatemala has noted and accepts the contents of paragraph 5, which reads:

> "The Government of the United States of America shall separately report meats rejected as unfit for human consumption, and such meats will not be regarded as part of the quantity described in paragraph 2."

6. The Government of Guatemala has noted and accepts the contents of paragraph 6, which reads:

> "The Government of Guatemala and the Government of the United States of America shall consult promptly upon the request of either Government regarding any matter involving the application, interpretation, or implementation of

this agreement, and regarding increase in the global quantity and allocation of shortfall."

7. The Government of Guatemala has taken note of paragraph 7, but reiterates its position opposing the establishment of import quotas that hinder free trade between nations. Moreover, it cannot agree that if your Government establishes an import quota, it should be based on a period of years unfavorable to Guatemala, which would result in the establishment of a quota lower than the amount exported during the last year, with the consequent disastrous effect on the livestock industry and on the country in general.

If the United States Government should unilaterally establish a specific quota, it would do so on the basis of a domestic law, the validity of which the Government of Guatemala will not consider here from a legal standpoint but which in its application would be detrimental to good inter-American relations.

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

A FUENTES MOHR

His Excellency
NATHANIEL DAVIS,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Guatemala.

[Related Notes]

No. 100 GUATEMALA, *May 14, 1970*

EXCELLENCY:

I have the honor to refer to Your Excellency's Note No. AM-11 PE-5.16 of March 25, 1970, in response to my Note No. 35 of February 10, 1970, in the matter of an agreement between our respective governments relative to the importation into the United States of fresh Guatemalan meat during calendar year 1970.

May I seek of Your Excellency a clarification on two points in the Note of March 25. One is contained in numbered paragraph two, and relates to the intent of Your Excellency's Government in referring to "exports of such meats originating in Guatemala."

The second is also contained in numbered paragraph two, and relates to the Government's reservation of its position in respect of certain in-bond shipments of meat during calendar year 1969.

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

NATHANIEL DAVIS

His Excellency
ALBERTO FUENTES MOHR
Minister of Foreign Relations
Guatemala

MINISTERIO DE RELACIONES EXTERIORES
REPUBLICA DE GUATEMALA, C.A.
DIRECCION DE POLITICA EXTERIOR

10977
AM-11 PE-5.16

GUATEMALA, *21 de mayo de 1970.*

SEÑOR EMBAJADOR:

Tengo a honra referirme a la atenta nota de Vuestra Excelencia número 100, de fecha 14 de los corrientes, por medio de la cual se sirvió solicitar a esta Cancillería una clarificación sobre dos puntos contenidos en el párrafo 2 de mi nota número 6555 Clas. AM-11 PE-5.16, de fecha 25 de marzo recién pasado.

Ampliando los conceptos del numeral 2 a que se refiere Vuestra Excelencia en su nota, tenemos:

a) El primer párrafo contiene la declaración concreta del Gobierno de Guatemala en el sentido que limitará el monto de la carne introducida para consumo a los Estados Unidos en el curso del año calendario 1970, a los 22.3 millones de libras que nos fuera fijado como límite para el presente año, o una cifra más alta que pueda resultar de ajustes conforme al párrafo 4 de la nota de Vuestra Excelencia número 35.

b) El segundo párrafo es siempre una reserva que admitimos, que está sujeta a la negociación que contempla el párrafo 6 de la nota de Vuestra Excelencia número 35, que establece el procedimiento a seguir en todo lo que se refiere a la aplicación, interpretación o implementación de este acuerdo, y en relación a incrementos en la cantidad global y en la asignación de cuotas complementarias o ampliaciones debido a mermas.

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

A FUENTES MOHR

Alberto Fuentes Mohr
Ministro de Relaciones Exteriores

Excelentísimo Señor NATHANIEL DAVIS,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América.
Ciudad.

Translation

MINISTRY OF FOREIGN AFFAIRS
REPUBLIC OF GUATEMALA
BUREAU OF FOREIGN POLICY

10977
AM-11 PE-5.16

GUATEMALA, *May 21, 1970*

MR. AMBASSADOR:

I have the honor to refer to Your Excellency's note No. 100, dated May 14, 1970, in which you were good enough to request of this Ministry of Foreign Affairs a clarification on two points contained in paragraph 2 of my note No. 6555 Clas. AM-11 PE-5.16 of March 25, 1970.

In clarification of item 2, to which Your Excellency refers in your note, we state as follows:

(a) The first paragraph contains the specific declaration of the Government of Guatemala that it will limit the quantity of meat introduced into the United States for consumption during the calendar year 1970 to the 22.3 million pounds set for us as a limit for this year, or to such higher figure as may result from adjustments in conformity with paragraph 4 of Your Excellency's note No. 35.

(b) The second paragraph contains a reservation which we acknowledge is subject to negotiation as provided for in paragraph 6 of Your Excellency's note No. 35, which sets forth the procedure to be followed in all matters concerning the application, interpretation, or implementation of this agreement and concerning increases in the global quantity and the allocation of supplementary quotas or increases because of shortfalls.

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

A FUENTES MOHR

Alberto Fuentes Mohr
Minister of Foreign Affairs

His Excellency
NATHANIEL DAVIS,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Guatemala.

INDONESIA

Agricultural Commodities

Agreement signed at Djakarta April 10, 1970;
Entered into force April 10, 1970.

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

The Government of the United States of America and the Government of the Republic of Indonesia, as the Ninth Supplement to the Agreement for Sales of Agricultural Commodities between the two Governments signed on September 15, 1967 [1] (hereinafter referred to as the September Agreement), have agreed to the sales of commodities specified below. This supplementary agreement shall consist of the Preamble, Parts I and III, and the Convertible Local Currency Credit Annex of the September Agreement, together with the following Part II.

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table:

Commodity	Supply Period	Approximate Maximum Quantity	Maximum Export Market Value
Rice	Calendar Year 1970	250,000 MT	$40, 000, 000

ITEM II. Payment Terms:

Convertible Local Currency Credit

1. Initial Payment - None
2. Number of Installment Payments - 31
3. Amount of each Installment Payment - Approximately equal annual amounts
4. Due date of First Installment Payment - 10 years after date of last delivery of commodities in each calendar year

[1] TIAS 6346; 18 UST 2393.

5. Initial Interest Rate – 2 percent
6. Continuing Interest Rate – 3 percent

ITEM III. Usual Marketings: None

ITEM IV. Export Limitations:

A. With regard to each commodity financed under this agreement, the export limitation period for the same or like commodities shall be the period beginning on the date of this agreement and ending on the final date on which the commodity financed under this agreement is imported and utilized.

B. For the purpose of Part I, Article III. A. 3. of the agreement, the commodities considered to be the same as, or like, the commodities imported under this agreement are for rice, rice in the form of paddy, brown or milled rice.

ITEM V. Self-Help Measures:

The Government of Indonesia continues to accord priority attention to self-help measures as agreed upon in the Eighth Supplement. Within this context, the Government of Indonesia agrees to give highest priority to the following measures:

A. The Government will make every effort to maintain the price of rice to the farmers at levels sufficient to encourage farmers to use optimum quantities of fertilizer, pesticides, and high yielding varieties of seed. In 1970/71 domestic rice procurement and sales by the Government will be adjusted to changes in the price and supply situation, particularly to maintain the minimum price as established by the Government of Indonesia's economic stabilization board. The Government of Indonesia will make maximum efforts immediately to publicize this minimum price using particularly the radio broadcasting facilities of the Department of Information and the extension service.

B. The Ministry of Agriculture will design and place in operation a unified producer price reporting system which will provide authorities in Djakarta with biweekly prices of stalk paddy and brown rice at the sub-district (Ketjamatan) level in all major rice producing areas. A pilot sampling system to report actual producer prices will be established in selected rice surplus producing Kabupatens (Counties) of Java by September 1, 1970. When this system is functioning the Ministry of Agriculture will seek the means to disseminate reports on farm level prices to all farmers in major rice producing areas.

C. In conjunction with the establishment of a producer price reporting system, the government will establish uniform national standards for grading milled rice and will utilize such standards in all of its trading in selected areas by October 1970. It will encourage

all those engaged in milling, storage and trading rice to adopt the use of these standards. These standards will be incorporated into market news reports as soon as feasible.

ITEM VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be Used.

A. All rupiah proceeds are to be allocated to the Development Budget, for the self-help measures in Item V, and such other economic development purposes as may subsequently be agreed upon.

B. At the end of the Indonesian fiscal year, or more often if necessary, a listing of specific projects arranged by sector will be prepared which will show the amount of rupiahs allocated to each project, the total amount of rupiahs allocated to each sector, and the percentage the latter constitutes of the whole. When the Government of the United States has expressed concurrence in the intended allocation, funds will be transferred to the Development Budget.

ITEM VII. Other Provisions

Ocean Transportation The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in United States flag vessels but, notwithstanding the provisions of paragraph 1 of the Convertible Local Currency Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

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

DONE at Djakarta, in duplicate, this 10th day of April, nineteen hundred and seventy

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA	FOR THE GOVERNMENT OF THE REPUBLIC OF INDONESIA
F J GALBRAITH	OEMAR SENO ADJI

THAILAND

Thailand–United States Educational Foundation

Agreement amending the agreement of May 24, 1963.
Effected by exchange of notes
Signed at Bangkok June 9 and July 9, 1970;
Entered into force July 9, 1970.

The American Ambassador to the Minister of Foreign Affairs of Thailand

No. 1283 BANGKOK, *June 9, 1970*

EXCELLENCY:

I have the honor to refer to Article 1 of the Agreement between the Government of Thailand and the Government of the United States of America for Financing Certain Educational Exchange Programs signed at Bangkok on May 24, 1963.[1] In pursuance to the decision of the Board of Directors of the United States Educational Foundation in Thailand, the Government of the United States of America proposes that the first sentence of the said Article be amended to read as follows:

> There shall be established a foundation to be known as the Thailand–United States Educational Foundation (hereinafter designated "the Foundation"), which shall be recognized by the Government of Thailand and the Government of the United States of America as an organization created and established to facilitate the administration of an educational program to be financed by funds made available to the Foundation by the Government of the United States of America.

If the Government of Thailand agrees with the above proposal, this Note and Your Excellency's confirmation thereof will constitute an

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[1] TIAS 5355; 14 UST 770.

agreement between the two Governments, and the first sentence of Article 1 of the said Agreement will be accordingly amended, effective on the date of confirmation.

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

LEONARD UNGER

His Excellency
THANAT KHOMAN
Minister of Foreign Affairs
of the Kingdom of Thailand
Bangkok

The Under-Secretary of State for Foreign Affairs of Thailand to the American Ambassador

MINISTRY OF FOREIGN AFFAIRS
SARANROM PALACE
July 9, 1970

No. 0100/23428

EXCELLENCY,

I have the honour to acknowledge the receipt of Your Excellency's Note No. 1283 dated June 9, 1970, addressed to His Excellency the Minister of Foreign Affairs, which reads as follows:

"I have the honour to refer to Article 1 of the Agreement between the Government of Thailand and the Government of the United States of America for Financing Certain Educational Exchange Programs signed at Bangkok on May 24, 1963. In pursuance to the decision of the Board of Directors of the United States Educational Foundation in Thailand, the Government of the United States of America proposes that the first sentence of the said Article be amended to read as follows:

> There shall be established a foundation to be known as the Thailand-United States Educational Foundation (hereinafter designated "the Foundation"), which shall be recognized by the Government of Thailand and the Government of the United States of America as an organization created and established to facilitate the administration of an educational program to be financed by funds made available to the Foundation by the Government of the United States of America.

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If the Government of Thailand agrees with the above proposal, this Note and Your Excellency's confirmation thereof will constitute an agreement between the two Governments, and the first sentence of Article 1 of the said Agreement will be accordingly amended, effective on the date of confirmation."

I have the honour to confirm to Your Excellency that the foregoing is acceptable to the Thai Government.

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

S. PALASTHIRA

Somboon Palasthira
Under-Secretary of State
for Foreign Affairs

His Excellency
MR. LEONARD UNGER,
Ambassador of the United States of America,
Bangkok.

CANADA

Air Defense: Continued Operation of Radar Stations and Exchange of Aircraft

Agreement effected by exchange of notes
Signed at Washington June 25, 1970;
Entered into force June 25, 1970.

The Secretary of State to the Ambassador of Canada

DEPARTMENT OF STATE
WASHINGTON, D.C.
June 25, 1970

EXCELLENCY:

I have the honor to refer to the Agreement on Air Defense and Related Cooperation effected by an Exchange of Notes of June 12, 1961,[1] and to the recent discussions between representatives of our two governments concerning that Agreement. I now propose, on behalf of the Government of the United States, that our two governments agree that an approximate balance in the value of our contributions under that agreement was reached as of January 1, 1970. I further propose that your government agree to continue to be responsible, through July 31, 1971, for the manning, operation, maintenance, and the financial responsibilities relating thereto, of the twelve radar stations, set out in Part I of the enclosed Memorandum of Understanding, which remain of the sixteen taken over by your government under the Agreement of June 12, 1961. In consideration of the above undertaking by the Government of Canada, I propose that the Government of the United States, in accordance with the terms and conditions set forth in Part II of the Memorandum of Understanding, furnish 66 F-101 B/F aircraft and related support equipment to the Government of Canada, receiving in return 58 CF-101 aircraft.

I also have the honor to inform you that it is the understanding of my government that the eleven other Pinetree radar stations which remain of those established pursuant to the Agreement effected by the

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[1] TIAS 4774; 12 UST 723.

Exchange of Notes of August 1, 1951,[1] will continue to be operated in accordance with the terms of that 1951 Agreement.

Accordingly, I propose that this Note, your reply and the terms set out in the annexed Memorandum of Understanding shall constitute an Agreement between our two governments effective from the date of your reply.

For the Secretary of State:

GEORGE S. SPRINGSTEEN

Annexed: Memorandum of Understanding

His Excellency
MARCEL CADIEUX,
Ambassador of Canada.

MEMORANDUM OF UNDERSTANDING

I. The twelve radar stations for which Canada will continue to be responsible through July 31, 1971, are those located at:

A. Baldy Hughes, British Columbia
B. Kamloops, British Columbia
C. Beaverlodge, Alberta
D. Beausejour, Manitoba
E. Armstrong, Ontario
F. Lowther, Ontario
G. Ramore, Ontario
H. Sioux Lookout, Ontario
I. Barrington, Nova Scotia
J. Moisie, Quebec
K. Sydney, Nova Scotia
L. Gander, Newfoundland.

II. Under the provisions of this Memorandum of Understanding:

A. The United States will furnish to Canada 66 F-101 B/F aircraft, with improved interceptor program modifications and MB-5 automatic pilot modifications, together with related support equipment.

B. Canada will furnish to the United States the 58 CF-101 aircraft remaining of the 66 such aircraft provided to Canada by the United States under the terms of the Agreement of June 12, 1961.

[1] TIAS 3049; 5 UST 1721.

C. All necessary details for effecting the exchange, including allocation of its costs, will be arranged by the appropriate authorities of the United States Air Force and the Canadian Armed Forces.

III. Except as otherwise provided herein, all Pinetree radar stations will continue to be operated in accordance with the provisions of the Exchanges of Notes dated August 1, 1951 and June 15, 1955.[1]

The Ambassador of Canada to the Secretary of State

CANADIAN EMBASSY AMBASSADE DU CANADA

WASHINGTON, D.C.
No. 160 *June 25, 1970*

SIR,

I have the honour to refer to your Note and annexed Memorandum of Understanding dated June 25, 1970, concerning the Agreement on Air Defence and Related Cooperation effected by the exchange of Notes of June 12, 1961. I also have the honour to refer to the recent discussions between the representatives of our two Governments concerning the furnishing of 66 F-101 B/F aircraft and related support equipment by the United States Government, the receiving in return of 58 CF-101 aircraft, and Canada's undertaking to operate certain radar stations through July 31, 1971.

The proposals contained in your Note and annexed Memorandum of Understanding are acceptable to the Government of Canada and it is agreed that your Note and this reply, which is authentic in English and French, shall constitute an Agreement between our two Governments on these matters which shall enter into force on the date of this Note.

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

M CADIEUX

M. Cadieux
Ambassador

The Honourable
WILLIAM P. ROGERS
The Secretary of State
Washington, D.C.

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[1] TIAS 3453; 6 UST 6051.

French Text of Canadian Note

CANADIAN EMBASSY AMBASSADE DU CANADA

N° 169 WASHINGTON, *le 25 juin 1970*

MONSIEUR LE SECRÉTAIRE D'ETAT,

J'ai l'honneur de me référer à votre Note et au Mémoire d'accord y annexé en date du 25 juin 1970 concernant l'accord sur la défense aérienne et les mesures de coopération connexes, qui a été effectué par l'échange de Notes du 12 juin 1961. J'ai aussi l'honneur de me référer aux discussions récentes entre les représentants de nos deux Gouvernements concernant la fourniture, par le Gouvernement des Etats-Unis, de 66 avions F-101 B/F et de matériel d'appui connexe, la réception en retour de 58 avions CF-101 et l'engagement pris par le Canada de faire fonctionner certaines stations de radar jusqu'au 31 juillet 1971.

Le Gouvernement canadien agrée les propositions contenues dans votre Note et dans le Mémoire d'accord y annexé et il est convenu que votre Note et la présente réponse, dont les versions anglaise et française font également foi, constitueront entre nos deux Gouvernements un accord à ce sujet, qui entrera en vigueur à la date de la présente Note.

Veuillez agréer, Monsieur le Secrétaire d'Etat, les assurances renouvelées de ma très haute considération.

M CADIEUX

M. Cadieux
L'Ambassadeur.

L'Honorable
WILLIAM P. ROGERS,
Secrétaire d'Etat,
Washington, D.C.

INDIA

Agricultural Commodities

Agreement amending the agreement of October 13, 1969, as amended.
Effected by exchange of notes
Signed at New Delhi June 26, 1970;
Entered into force June 26, 1970.

The American Chargé d'Affaires ad interim to the Joint Secretary, Department of Economic Affairs, Ministry of Finance of India

EMBASSY OF THE
UNITED STATES OF AMERICA
June 26, 1970

DEAR MR. SWAMINATHAN

I have the honor to refer to the Sixth Supplementary Agreement between the Government of the United States of America and the Government of India for Sales of Agricultural Commodities signed by representatives of our two Governments on October 13, 1969, as amended March 17, 1970, [1] and to propose that Part II of that Agreement be further amended as follows

In Item I.A. Convertible Local Currency Credit Terms increase quantity for cotton from 100,000 bales to 150,000 bales, increase value for cotton from $14.5 to $21.7, reduce quantity wheat/wheat flour from 1,906,000 metric tons to 1,768,000 metric tons, reduce value for wheat/wheat flour from $100.4 to $93.2.

If the foregoing is acceptable to your Government, I propose that this note and your reply thereto constitute an agreement between our two Governments effective on the date of your note in reply

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[1] TIAS 6781, 6855, 20 UST 3038, *ante*, p. 851.

Accept, dear Mr. Swaminathan, the renewed assurances of my high consideration.

GALEN L. STONE

Galen L. Stone
Chargé d'Affaires ad interim

MR. C. S. SWAMINATHAN
Joint Secretary
Department of Economic Affairs
Ministry of Finance

The Joint Secretary, Department of Economic Affairs, Ministry of Finance of India, to the American Chargé d'Affaires ad interim

GOVERNMENT OF INDIA
MINISTRY OF FINANCE
DEPARTMENT OF ECONOMIC AFFAIRS
NEW DELHI

JUNE 26, 1970

DEAR MR. STONE,

I have the honour to refer to your letter dated June 26th which reads as under

"I have the honor to refer to the Sixth Supplementary Agreement between the Government of the United States of America and the Government of India for Sales of Agricultural Commodities signed by representatives of our two Governments on October 13, 1969, as amended March 17, 1970, and to propose that Part II of that Agreement be further amended as follows

In Item I.A. Convertible Local Currency Credit Terms increase quantity for cotton from 100,000 bales to 150,000 bales, increase value for cotton from $14.5 to $21.7, reduce quantity wheat/wheat flour from 1,906,000 metric tons to 1,768,000 metric tons, reduce value for wheat/wheat flour from $100.4 to $93.2.

If the foregoing is acceptable to your Government, I propose that this note and your reply thereto constitute an agreement between our two Governments effective on the date of your note in reply

Accept, dear Mr. Swaminathan, the renewed assurances of my high consideration."

I have the honour to inform you that the foregoing amendment is acceptable to the Government of India. I agree that your note together with this reply shall constitute an agreement between our two Governments effective on the date of this reply.

Accept, dear Mr. Stone, the renewed assurances of my high consideration.

C S SWAMINATHAN

C. S. Swaminathan
Joint Secretary

His Excellency MR. GALEN L. STONE,
American Charge d'Affaires ad interim,
Embassy of the United States of America,
New Delhi

JAMAICA

Trade in Cotton Textiles

Agreement amending the agreement of September 29, 1967.
Effected by exchange of notes
Signed at Washington July 21, 1970;
Entered into force October 1, 1970.

The Secretary of State to the Ambassador of Jamaica

DEPARTMENT OF STATE
WASHINGTON
July 21, 1970

EXCELLENCY:

I have the honor to refer to the cotton textile agreement between our two Governments effected by an exchange of notes dated September 29, 1967, [1] and to recent discussions between our two Governments concerning exports of cotton textiles from Jamaica to the United States.

As a result of these discussions, I have the honor to propose that the above-mentioned agreement be amended as provided in the following paragraphs:

A. Paragraphs 1 and 2 are amended to read as follows:

"1. The term of this agreement shall be from October 1, 1970 through September 30, 1973. During the term of this agreement, the Government of Jamaica shall limit annual exports of cotton textiles from Jamaica to the United States to aggregate and specific limits at the levels specified in the following paragraphs.

"2. For the first agreement year, constituting the 12-month period beginning October 1, 1970:

(a) The aggregate limit shall be 26,031,357 square yards equivalent.

(b) Within this aggregate limit, the following specific limits shall apply:

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[1] TIAS 6357; 18 UST 2713.

Category	Quantity
45	24,311 dozen
46/47	573,718 dozen
48	11,257 dozen
49	25,000 dozen
50/51	222,323 dozen (of which not more than 98,466 dozen shall be in Category 50 and not more than 154,775 dozen shall be in Category 51)
52	112,568 dozen
53/55	72,930 dozen (of which not more than 36,465 dozen shall be in Category 53)
57	121,551 dozen
61	559,133 dozen"

B. The first portion of paragraph 5(a) is amended to read as follows:

"For any agreement year immediately following a year of shortfall (i.e., a year in which cotton textile exports from Jamaica to the United States were below the aggregate limit and any specific limit applicable to the category concerned) under this agreement or the agreement effected by the exchange of notes September 29, 1967, the Government of Jamaica may permit exports to exceed these limits by carryover in the following amounts and manner:"

C. The second sentence of paragraph 8(b) is amended to read as follows:

"For the first agreement year the level of the consultation limit for each category not having a specific limit shall be 492,485 square yards equivalent."

D. The term "Long-Term Arrangements" in the numbered paragraphs of the agreement, as amended, shall mean the Long-Term Arrangement Regarding International Trade in Cotton Textiles, done in Geneva on February 9, 1962, extended by Protocol through September 30, 1973.[1]

If the foregoing proposal is acceptable to your Government, this note and Your Excellency's note of acceptance on behalf of the Gov-

[1] TIAS 5240, 6940; 13 UST 2672, *post*, p. 1970.

ernment of Jamaica shall constitute an agreement between our two Governments, which shall enter into force on October 1, 1970.

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

For the Secretary of State:

PHILIP H. TREZISE

His Excellency
SIR EGERTON R. RICHARDSON
Ambassador of Jamaica

The Ambassador of Jamaica to the Secretary of State

EMBASSY OF JAMAICA
WASHINGTON

C5/12/15.5

JULY 21, 1970.

EXCELLENCY:

I have the honour to refer to your note of July 21, 1970, proposing amendment of the cotton textile agreement between our two Governments effected by an exchange of notes dated September 29, 1967.

I confirm, on behalf of the Government of Jamaica, that the proposal set forth in your note of July 21, 1970, is acceptable to my Government and that your note and this note shall constitute an agreement between our two Governments which shall enter into force on October 1, 1970.

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

E R RICHARDSON

Egerton Richardson
Ambassador of Jamaica.

The Honourable
WILLIAM P. ROGERS,
Secretary of State of the
United States of America,
Washington, D.C.

MULTILATERAL

General Agreement on Tariffs and Trade

Protocol for the accession of the United Arab Republic to the agreement of October 30, 1947.
Done at Geneva February 27, 1970;
Entered into force May 9, 1970.
With proces-verbal of rectification
Signed at Geneva July 16, 1970.

GENERAL AGREEMENT ON TARIFFS AND TRADE
ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

PROTOCOL
FOR THE ACCESSION OF THE UNITED ARAB REPUBLIC
TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE

PROTOCOLE
D'ACCESSION DE LA REPUBLIQUE ARABE UNIE
A L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

27 February 1970
Geneva

PROTOCOL FOR THE ACCESSION OF THE UNITED ARAB REPUBLIC TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE

The governments which are contracting parties to the General Agreement on Tariffs and Trade [1] (hereinafter referred to as "contracting parties" and "the General Agreement" respectively), the European Economic Community and the Government of the United Arab Republic (hereinafter referred to as "the United Arab Republic"),

TAKING NOTE of the request of the United Arab Republic for accession to the General Agreement, and of the discussions leading to the Declaration on the Provisional Accession of the United Arab Republic, dated 13 November 1962, [2]

TAKING NOTE of the report by the Working Party on the Accession of the United Arab Republic on those aspects of the terms of accession which are not directly related to the tariff negotiations,

HAVING regard to the result of the negotiations directed towards the accession of the United Arab Republic to the General Agreement,

HAVE through their representatives agreed as follows:

Part I - General

1. The United Arab Republic shall, upon entry into force of this Protocol pursuant to paragraph 8, become a contracting party to the General Agreement, as defined in Article XXXII thereof, and shall apply provisionally and subject to this Protocol:

(a) Parts I, III, and IV of the General Agreement, and

(b) Part II of the General Agreement to the fullest extent not inconsistent with its legislation existing on the date of this Protocol.

The obligations incorporated in paragraph 1 of Article I by reference to Article III and those incorporated in paragraph 2(b) of Article II by reference to Article VI of the General Agreement shall be considered as falling within Part II for the purpose of this paragraph.

2. (a) The provisions of the General Agreement to be applied by the United Arab Republic shall, except as otherwise provided in this Protocol, be the provisions contained in the text annexed to the Final Act of the second session of the Preparatory Committee of the United Nations Conference on Trade and Employment, [1] as rectified, amended, or otherwise modified by such instruments as may have become effective on the day on which the United Arab Republic becomes a contracting party.

[1] TIAS 1700; 61 Stat., pts. 5 and 6.
[2] TIAS 5309, 6225; 14 UST 292; 18 UST 245.

(b) (i) Notwithstanding the provisions of paragraph 1 of Article I of the General Agreement, this Protocol shall not require the elimination by the United Arab Republic of any preferences in respect of import duties or charges accorded by the United Arab Republic exclusively to one or more of the following countries: Jordan, Syria, Iraq, Lebanon, Libya, Saudi Arabia and Yemen, provided, however, that these preferences do not exceed the levels in effect on 13 November 1962;

(ii) the preceding paragraph shall be deemed to be a Decision of the CONTRACTING PARTIES under Article XXV:5 of the General Agreement as if it were a Decision pursuant to paragraph 3 of Article I;

(iii) in the event that the United Arab Republic should at some future date desire to modify the preferences referred to in sub-paragraph (i) above, including the addition of products not at present subject to preference, the matter shall be dealt with by the CONTRACTING PARTIES in accordance with paragraph 3 of Article I of the General Agreement;

(iv) nothing in sub-paragraphs (i), (ii) and (iii) above shall affect the rights of the United Arab Republic with respect to the provisions of the General Agreement relating to the formation of a customs union or a free-trade area.

(c) In each case in which paragraph 6 of Article V, sub-paragraph 4(d) of Article VII, and sub-paragraph 3(c) of Article X of the General Agreement refer to the date of that Agreement, the applicable date in respect of the United Arab Republic shall be 13 November 1962, the date of the Declaration providing for the Provisional Accession of the United Arab Republic to the General Agreement.

Part II - Schedule

3. The schedule in the Annex shall, upon the entry into force of this Protocol, become a Schedule to the General Agreement relating to the United Arab Republic.

4. Should certain negotiations not be completed in time for the results to be annexed to this Protocol when it is opened for signature, any further concessions resulting from those negotiations shall be annexed to this Protocol, and shall be governed by the provisions thereof, as from the day following the signature of a Procès-Verbal by the interested parties.

5. (a) In each case in which paragraph 1 of Article II of the General Agreement refers to the date of that Agreement the applicable date in respect of each product which is the subject of a concession provided for in the schedule annexed to this Protocol shall be the date of this Protocol.

(b) For the purpose of the reference in paragraph 6(a) of Article II of the General Agreement to the date of that Agreement, the applicable date in respect of the schedule annexed to this Protocol shall be the date of this Protocol.

6. The temporary "consolidation of economic development tax" may be maintained in effect, at rates not exceeding the rates in force on the date of this Protocol, on bound duties until 31 December 1975, by which time, if the measure is still in effect, the matter shall be reviewed by the CONTRACTING PARTIES.

Part III - Final Provisions

7. This Protocol shall be deposited with the Director-General to the CONTRACTING PARTIES. It shall be open for signature by the United Arab Republic until 31 December 1970. It shall also be open for signature by contracting parties and the European Economic Community.

8. This Protocol shall enter into force on the thirtieth day following the day upon which it shall have been signed by the United Arab Republic. [1]

9. The United Arab Republic, having become a contracting party to the General Agreement pursuant to paragraph 1 of this Protocol, may accede to the General Agreement upon the applicable terms of this Protocol by deposit of an instrument of accession, with the Director-General. Such accession shall take effect on the day on which the General Agreement enters into force pursuant to Article XXVI or on the thirtieth day following the day of the deposit of the instrument of accession, whichever is the later. Accession to the General Agreement pursuant to this paragraph shall, for the purpose of paragraph 2 of Article XXXII of that Agreement, be regarded as acceptance of the Agreement pursuant to paragraph 4 of Article XXVI thereof.

10. The United Arab Republic may withdraw its provisional application of the General Agreement prior to its accession thereto pursuant to paragraph 9 and such withdrawal shall take effect on the sixtieth day following the day on which written notice thereof is received by the Director-General.

11. The Director-General shall promptly furnish a certified copy of this Protocol and a notification of each signature thereto pursuant to paragraph 7, of the deposit of an instrument of accession pursuant to paragraph 9 and of a notice pursuant to paragraph 10 to each contracting party, to the European Economic Community, and to the United Arab Republic.

12. This Protocol shall be registered in accordance with the provisions of Article 102 of the Charter of the United Nations. [2]

DONE at Geneva this twenty-seventh day of February one thousand nine hundred and seventy, in a single copy, in the English and French languages, except as otherwise specified with respect to the schedule annexed hereto, both texts being authentic.

[1] May 9, 1970.
[2] TS 993; 59 Stat. 1052.

PROTOCOLE D'ACCESSION DE LA REPUBLIQUE ARABE UNIE
A L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

Les gouvernements qui sont parties contractantes à l'Accord général sur les tarifs douaniers et le commerce (dénommés ci-après "les parties contractantes" et "l'Accord général" respectivement), la Communauté économique européenne et le gouvernement de la République arabe unie (dénommé ci-après "la République arabe unie"),

PRENANT ACTE de la demande présentée par la République arabe unie à l'effet d'accéder à l'Accord général et des discussions qui ont préludé à l'établissement de la Déclaration du 13 novembre 1962 concernant l'accession provisoire de la République arabe unie,

PRENANT ACTE également du rapport du Groupe de travail de l'accession de la République arabe unie concernant les aspects des conditions d'accession qui ne sont pas directement liés aux négociations tarifaires,

EU EGARD aux résultats des négociations menées en vue de l'accession de la République arabe unie à l'Accord général,

SONT CONVENUS, par l'intermédiaire de leurs représentants, des dispositions suivantes:

Première Partie - Dispositions générales

1. A compter du jour où le présent Protocole entrera en vigueur conformément au paragraphe 8 ci-après, la République arabe unie sera partie contractante à l'Accord général au sens de l'article XXXII dudit Accord et appliquera, à titre provisoire et sous réserve des dispositions du présent Protocole:

a) Les Parties I, III et IV de l'Accord général;

b) La Partie II de l'Accord général dans toute la mesure compatible avec sa législation existant à la date du présent Protocole.

Les obligations stipulées au paragraphe 1er de l'article premier par référence à l'article III et celles qui sont stipulées au paragraphe 2 b) de l'article II par référence à l'article VI de l'Accord général seront considérées, aux fins du présent paragraphe, comme relevant de la Partie II de l'Accord général.

2. a) Les dispositions de l'Accord général qui devront être appliquées par la République arabe unie seront, sauf disposition contraire du présent Protocole, celles qui figurent dans le texte annexé à l'Acte final de la deuxième session de la Commission préparatoire de la Conférence des Nations Unies sur le commerce et l'emploi, telles qu'elles auront été rectifiées, amendées, ou autrement modifiées par des instruments qui seront devenus effectifs au jour où la République arabe unie deviendra partie contractante.

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b) i) Nonobstant les dispositions du paragraphe 1er de l'article premier de l'Accord général, le présent Protocole n'entraînera pas, en matière de droits ou d'impositions à l'importation, la suppression par la République arabe unie des préférences accordées par elle exclusivement à l'un ou plusieurs des pays suivants: Jordanie, Syrie, Irak, Liban, Libye, Arabie Saoudite et Yémen, à la condition toutefois que lesdites préférences ne dépassent pas leurs niveaux du 13 novembre 1962;

ii) le paragraphe qui précède sera considéré comme une décision des PARTIES CONTRACTANTES prise aux termes de l'article XXV, paragraphe 5, de l'Accord général, comme s'il s'agissait d'une décision prise aux termes du paragraphe 3 de l'article premier;

iii) au cas où la République arabe unie désirerait ultérieurement modifier les préférences mentionnées à l'alinéa i) ci-dessus, notamment en y ajoutant des produits qui ne font pas actuellement l'objet de préférences, la question sera traitée par les PARTIES CONTRACTANTES conformément au paragraphe 3 de l'article premier de l'Accord général;

iv) les dispositions des alinéas i), ii) et iii) ci-dessus s'entendent sans préjudice du droit de la République arabe unie de bénéficier des dispositions de l'Accord général relatives à l'établissement d'une union douanière ou d'une zone de libre-échange.

c) Dans tous les cas où le paragraphe 6 de l'article V, l'alinéa d) du paragraphe 4 de l'article VII et l'alinéa c) du paragraphe 3 de l'article X de l'Accord général se réfèrent à la date dudit Accord, la date applicable en ce qui concerne la République arabe unie sera le 13 novembre 1962, date de la Déclaration concernant l'accession provisoire de la République arabe unie à l'Accord général.

Deuxième Partie - Liste

3. La liste reproduite à l'annexe deviendra Liste de la République arabe unie annexée à l'Accord général dès l'entrée en vigueur du présent Protocole.

4. Pour le cas où certaines négociations ne seraient pas terminées en temps utile pour que les résultats en soient annexés au présent Protocole à la date à laquelle il sera ouvert à la signature, toute autre concession issue de ces négociations serait annexée au présent Protocole; elle sera régie par les dispositions dudit Protocole à compter du jour qui suivra celui de la signature d'un Procès-verbal par les parties intéressées.

5. a) Dans chaque cas où le paragraphe 1er de l'article II de l'Accord général se réfère à la date dudit Accord, la date applicable pour chaque produit qui fait l'objet d'une concession reprise dans la liste annexée au présent Protocole sera la date du présent Protocole.

b) Aux fins de la référence qui est faite à la date de l'Accord général au paragraphe 6 a) de l'article II dudit Accord, la date applicable à l'égard de la liste annexée au présent Protocole sera la date du présent Protocole.

6. La "taxe provisoire pour la consolidation du développement économique" peut être maintenue en vigueur, sans que ses taux puissent dépasser les taux applicables à la date du présent Protocole, en ce qui concerne les droits consolidés, jusqu'au 31 décembre 1975; à cette date, si cette mesure est encore en vigueur, la question sera réexaminée par les PARTIES CONTRACTANTES.

Troisième Partie - Dispositions finales

7. Le présent Protocole sera déposé auprès du Directeur général des PARTIES CONTRACTANTES. Il sera ouvert à la signature de la République arabe unie jusqu'au 31 décembre 1970. Il sera également ouvert à la signature des parties contractantes et de la Communauté économique européenne.

8. Le présent Protocole entrera en vigueur le trentième jour qui suivra celui où il aura été signé par la République arabe unie.

9. La République arabe unie, étant devenue partie contractante à l'Accord général conformément au paragraphe 1er du présent Protocole, pourra accéder audit Accord selon les clauses applicables du présent Protocole, en déposant un instrument d'accession auprès du Directeur général. L'accession prendra effet le jour où l'Accord général entrera en vigueur en application de l'article XXVI, ou le trentième jour qui suivra celui du dépôt de l'instrument d'accession si cette date est postérieure à la première. L'accession à l'Accord général conformément au présent paragraphe sera considérée, aux fins de l'application du paragraphe 2 de l'article XXXII dudit Accord, comme une acceptation de l'Accord conformément au paragraphe 4 de l'article XXVI dudit Accord.

10. La République arabe unie aura la faculté de cesser d'appliquer l'Accord général à titre provisoire avant son accession audit Accord conformément au paragraphe 9; cette dénonciation prendra effet le soixantième jour qui suivra celui où le Directeur général en aura reçu notification par écrit.

11. Le Directeur général délivrera sans retard copie certifiée conforme du présent Protocole et donnera notification de chaque signature dudit Protocole conformément au paragraphe 7, du dépôt d'un instrument d'accession conformément au paragraphe 9 et de tout avis signifié conformément au paragraphe 10, à chaque partie contractante, à la Communauté économique européenne et à la République arabe unie.

12. Le présent Protocole sera enregistré conformément aux dispositions de l'article 102 de la Charte des Nations Unies.

FAIT à Genève le vingt-sept février mil neuf cent soixante-dix, en un seul exemplaire en langues française et anglaise, sauf indication du contraire en ce qui concerne la liste ci-annexée, les deux textes faisant également foi.

For the Argentine Republic :	*Pour la République Argentine :*
For the Commonwealth of Australia :	*Pour le Commonwealth d'Australie :*
For the Republic of Austria :	*Pour la République d'Autriche :*
For Barbados :	*Pour la Barbade :*
For the Kingdom of Belgium :	*Pour le Royaume de Belgique :*
For the United States of Brazil :	*Pour les Etats-Unis du Brésil :*
For the Union of Burma :	*Pour l'Union birmane :*
For the Republic of Burundi :	*Pour la République du Burundi :*
For the Federal Republic of Cameroon :	*Pour la République fédérale du Cameroun :*
For Canada :	*Pour le Canada :*
For the Central African Republic :	*Pour la République centrafricaine :*
For Ceylon :	*Pour Ceylan :*
For the Republic of Chad :	*Pour la République du Tchad :*
For the Republic of Chile :	*Pour la République du Chili :*
For the Republic of the Congo (Brazzaville) :	*Pour la République du Congo (Brazzaville) :*
For the Republic of Cuba :	*Pour la République de Cuba :*
For the Republic of Cyprus :	*Pour la République de Chypre :*
For the Czechoslovak Socialist Republic :	*Pour la République socialiste tchécoslovaque :*
For the Republic of Dahomey :	*Pour la République du Dahomey :*
For the Kingdom of Denmark :	*Pour le Royaume de Danemark :*
For the Dominican Republic :	*Pour la République Dominicaine :*
For the Republic of Finland :	*Pour la République de Finlande :*
For the French Republic :	*Pour la République française :*
For the Republic of Gabon :	*Pour la République gabonaise :*
For the Gambia :	*Pour la Gambie :*
For the Federal Republic of Germany :	*Pour la République fédérale d'Allemagne :*

For the Republic of Ghana :	*Pour la République du Ghana :*
For the Kingdom of Greece :	*Pour le Royaume de Grèce :*
For Guyana :	*Pour la Guyane :*
For the Republic of Haiti :	*Pour la République d'Haïti :*
For Iceland :	*Pour l'Islande :*
For the Republic of India :	*Pour la République de l'Inde :*
For the Republic of Indonesia :	*Pour la République d'Indonésie :*
For Ireland :	*Pour l'Irlande :*
For the State of Israel :	*Pour l'Etat d'Israël :*
For the Republic of Italy :	*Pour la République d'Italie :*
For the Republic of the Ivory Coast :	*Pour la République de Côte-d'Ivoire :*
For Jamaica :	*Pour la Jamaïque :*
For Japan :	*Pour le Japon :*
For the Republic of Kenya :	*Pour la République du Kenya :*
For the Republic of Korea :	*Pour la République de Corée :*
For the State of Kuwait :	*Pour l'Etat du Koweït :*
For the Grand-Duchy of Luxemburg :	*Pour le Grand-Duché de Luxembourg :*
For the Malagasy Republic :	*Pour la République malgache :*
For Malawi :	*Pour le Malawi :*
For Malaysia :	*Pour la Malaysia :*
For Malta :	*Pour Malte :*
For the Islamic Republic of Mauritania :	*Pour la République islamique de Mauritanie :*
For the Kingdom of the Netherlands :	*Pour le Royaume des Pays-Bas :*
For New Zealand :	*Pour la Nouvelle-Zélande :*
For the Republic of Nicaragua :	*Pour la République du Nicaragua :*
For the Republic of the Niger :	*Pour la République du Niger :*
For Nigeria :	*Pour le Nigéria :*

For the Kingdom of Norway:	*Pour le Royaume de Norvège:*
For Pakistan:	*Pour le Pakistan:*
For the Republic of Peru:	*Pour la République du Pérou:*
For the People's Republic of Poland:	*Pour la République populaire de Pologne:*
For the Portuguese Republic:	*Pour la République du Portugal:*
For Rhodesia:	*Pour la Rhodésie:*
For the Republic of Rwanda:	*Pour la République rwandaise:*
For the Republic of Senegal:	*Pour la République du Sénégal:*
For Sierra Leone:	*Pour le Sierra Leone:*
For the Republic of South Africa:	*Pour la République sud-africaine:*
For the Spanish State:	*Pour l'Etat espagnol:*
For the Kingdom of Sweden:	*Pour le Royaume de Suède:*
For the Swiss Confederation:	*Pour la Confédération suisse:*
For the United Republic of Tanzania:	*Pour la République-Unie de Tanzanie:*
For the Togolese Republic:	*Pour la République togolaise:*
For Trinidad and Tobago:	*Pour la Trinité et Tobago:*
For the Republic of Turkey:	*Pour la République de Turquie:*
For Uganda:	*Pour l'Ouganda:*
For the United Kingdom of Great Britain and Northern Ireland:	*Pour le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord:*
For the United States of America:	*Pour les Etats-Unis d'Amérique:*
For the Republic of the Upper Volta:	*Pour la République de Haute-Volta:*
For the Eastern Republic of Uruguay:	*Pour la République orientale de l'Uruguay:*
For the Socialist Federal Republic of Yugoslavia:	*Pour la République socialiste fédérative de Yougoslavie:*
For the European Economic Community:	*Pour la Communauté économique européenne:*
For the United Arab Republic:	*Pour la République arabe unie:*

ANNEX

ANNEXE

SCHEDULE LXIII - UNITED ARAB REPUBLIC

This schedule is authentic only in the English language

PART I

Most-Favoured-Nation Tariff

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
2.01	Meat and edible offals, fresh, chilled or frozen:		
	B.-		
	(1) Of the bovine species including Buffaloes	free	free
	(2) of sheep and goats	free	free
2.02	Dead poultry and edible offals thereof (except liver), fresh, chilled or frozen	15%	12%
4.02	Milk and cream, preserved, concentrated, dried or sweetened:		
	A.- Milk		
	(1) Block milk or milk powder	free	free
	(2) Other	20%	15%
	B.- Cream	40%	20%
4.04	Cheese		
	A.- White cheese	40%	40%
	B.- Kachkawal	25%	25%
	C.- Other	25%	25%
4.06	Natural honey	80%	40%
5.07	Skins and other parts of birds, with their feathers or down, quills and scapes, unworked, cleaned, disinfected or treated for preservation, but not otherwise worked:		
	A.- For adornment	75%	37½%
	B.- Other	50%	25%
Ex 5.12	Coral and similar substances, unworked or simply prepared but not otherwise worked; mother of pearl and other shells, unworked or simply prepared but not cut to shape:		
	B.- Other	5%	2½%

SCHEDULE LXIII - UNITED ARAB REPUBLIC

PART I. - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
6.01	Bulbs, onions, tubers, tuberous & onion roots, dormant, in growth or in flower	5%	2½%
6.02	Live plants, including trees, shrubs, bushes, roots, cutting and slips	5%	2½%
Ex 7.01	Edible vegetables & plants, fresh or chilled:		
	A.- Mushrooms	75%	37½%
	B.- Truffles	75%	37½%
Ex 7.06	Manioc, arrowroot, salep, Jerusalem artichokes, sweet potatoes & other similar roots & tubers.. fresh or dried, whole or sliced:		
	A.- Salep	50%	25%
10.01	Wheat & meslin (mixed wheat and rye)	free	free
10.05	Maize	free	free
Ex 12.07	Plants & parts, seeds & fruits being goods of a kind used primarily in perfumery, in pharmacy, or for insecticidal, fungicidal or similar purposes, fresh or dried, whole, cut, crushed, ground or powdered:		
	D.- Other	5%	2½%
Ex 13.01	Raw vegetable materials for use in dyeing or in tanning, whole, cut, ground:		
	A.- Wood	5%	2½%
	B.- Bark	5%	2½%
	C.- Gall nuts	5%	2½%
	E.- Other	5%	2½%
Ex 15.07	Fixed vegetable oils, fluid or solid, crude, refined or purified		
	I.-Maize, soya, turnsole oil	5%	3%

SCHEDULE LXIII - UNITED ARAB REPUBLIC

PART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
Ex 16.02	Other prepared or preserved meat or meat offal:		
	D.- Poultry and game	50%	25%
	E.- Tongues	50%	25%
Ex 16.04	Prepared, preserved fish, including caviar & caviar substances:		
	A.- Fish (salmon, sardines, tunny pilchards, herrings etc.)		
	(2) Tunny	2%	2%
	(3) Other	2%	1%
18.05	Cocoa powder, unsweetened	75%	37½%
19.04	Tapioca including that obtained from potato starch	30%	15%
25.04	Natural graphite	5%	3%
25.05	Natural sands of all kinds, whether or not coloured, other than metal-bearing sands falling within heading N° 26/1	5%	3%
25.06	Quartz (other than natural sands); quartzite, includ. quartzite not further worked than roughly split roughly squared or squared by sawing	5%	3%
25.15	marble and travertine	15%	15%
25.18	Dolomite, whether or not calcined, includ. dolomite not further worked than roughly split,.. agglomerated dolomite including tarred dolomite	10%	10%
25.21	Stones commonly used for the manufacture of lime and cement	15%	15%
25.24	Asbestos	10%	10%
Ex 26.01	Metallic ores & concentrates and roasted iron pyrites		
	A.- Roasted iron pyrites	2%	2%
28.03	Carbon, includ. carbon black and anthracene black, acetyline black and lamp black	2%	2%

SCHEDULE LXIII - UNITED ARAB REPUBLIC

PART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Base Rate of Duty
28.05	Alkali, alkaline-earth & rare earth metals (includ. yttrium & seandium; mercury		
	A.- Mercury	10%	5%
	B.- Other	10%	5%
28.10	Phosphorus pentoxide & phosphoric acids (Meta- ortho-and pyro-)	10%	5%
28.11	Arsenic trioxide, arsenic pentoxide & acids of arsenic	10%	5%
28.12	Boric oxide and Boric acid	10%	5%
Ex 28.16	Ammonia, anhydrous or in aqueous solution:		
	A.- Ammonia anhydrous	10%	5%
28.17	Sodium Hydroxide (caustic soda); potassium hydroxide (caustic potash); poroxides of sodium or potassium:		
	A.- Sodium hydroxide (caustic soda)	15%	15%
	B.- Potassium hydroxide (caustic potash)	10%	5%
	C.- Other	10%	5%
28.18	Oxides, hydroxides & peroxides, of strontium, barium or magnesium	10%	5%
28.20	Aluminium oxide & hydroxide; artificial corundum:		
	A.- Aluminium oxide & hydroxide	10%	5%
	B.- Artificial corundum	10%	5%
28.21	Chromium oxides & hydroxides	10%	5%
28.22	Manganese oxides	10%	5%
28.24	Cobalt oxides and hydroxides	10%	5%
28.25	Titamium oxides	10%	5%
28.26	Tin oxides; stannous oxide & stannic oxide (stanic anhydride)	10%	5%
28.28	Other inorganic bases & metallic oxides, hydroxides & peroxides (includ. hydrozine & hydroxylamine & their inorganic salts)	10%	5%

SCHEDULE LXIII - UNITED ARAB REPUBLIC

PART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
28.29	Fluorides; fluorosilicates, fluoroborates & other complex fluorine salts	10%	5%
28.30	Chlorides and oxychlorides	10%	5%
28.31	Chlorites and hypochlorites	10%	5%
28.32	Chlorates and perch-lorates	10%	5%
28.33	Bromides, oxybromides, bromates & perbromates, & hypobromites	10%	5%
28.34	Iodides, oxyiodides, iodates and periodates	10%	5%
28.35	Sulphides, includ. polysulphides	10%	5%
28.36	Dithionites, incl. those stabilised with organic substances; sulphoxylates	10%	5%
28.37	Sulphites and thiosulphates	10%	5%
Ex 28.38	Sulphates (incl. alums) & persulphates:		
	A.- Sulphates		
	(2) Of magnesium	10%	5%
	(3) Of alumimium	10%	5%
	(4) Of iron	10%	5%
	(6) Other	10%	5%
	C.- Persulphates	10%	5%
28.39	Nitrites and nitrates	10%	5%
28.40	Phophites, hypophosphites & phosphates	10%	5%
28.41	Arsenites of arsenates	10%	5%
28.42	Carbonates & percarbonates (incl. Commercial ammonium carbonate containing ammonium carbonate)	10%	5%
28.43	Cyanides and complex cyanides	10%	5%
28.44	Fluminated and cyanates	10%	5%
28.45	Silicates, incl. commercial sodium & potassium silicates	10%	5%

SCHEDULE LXIII - UNITED ARAB REPUBLIC

PART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
28.46	Borates and perborates	10%	5%
Ex 28.47	Salts of metallic acids (for example chromates, permanganates, stannates):		
	B.- Manganates & permanganates of sodium & potassium	10%	5%
	C.- Other	10%	5%
28.48	Other salts & peroxysalts of inorganic acids, but not incl. azides	10%	5%
28.49	Colloidal precious metals; amalgams of precious metals; salts & other compounds, inorganic or organic, of precious metals, includ. albuminates, proteinates, tannates & similar compounds, whether or not chemically defined:		
	A.- Silver nitrate	10%	5%
	B.- Other	10%	5%
28.50	Radio-active chemical elements & radio-active isotopes; compounds, inorganic or organic, of such elements or isotopes, whether or not chemically defined	10%	5%
28.51	Isotopes & their compounds, inorganic or organic, whether or not chemically defined, other than isotopes & compounds falling within heading N° 28/50	10%	5%
28.52	Salts & other compounds, inorganic or organic, of thorium, of uranium or of rare earth metals, (incl. yttrium & scandium); inter-mixtures of such salts & compounds	10%	5%
28.54	Hydrogen peroxide (oxygenated water)	10%	5%
28.55	Phosphides	10%	5%
28.56	Carbides (e.g. silicon carbide, boron carbide, metallic carbides):		
	A.- Calcium carbide	10%	5%

SCHEDULE LXIII - UNITED ARAB REPUBLIC

PART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
28.56	continued: carbides...		
	B.- Other	10%	5%
28.57	Hydrides, nitrides & azides, silicides & borides	10%	5%
28.58	Other inorganic compounds (incl. distilled & conductivity water & water of similar purity, & amalgams except amalgams of precious metals)	10%	5%
Ex 29.02	Halogenated derivates of hydrocarbons:		
	A.- Chloroform, bromoform, iodoform	10%	5%
	B.- Carbon tatrachloride	10%	5%
	C.- Dichloror-diphenyl-trichloroethane (D.D.T.)	10%	5%
	E.- Other	10%	5%
29.04	Acyclic alcohols & their halogenated, sulphonated, nitrated or nitrosated derivates:		
	A.- Methyl alcohol (methanol)	10%	5%
	B.- Propyl alcohol	10%	5%
	C.- Butyl alcohol	10%	5%
	C.- Other	10%	5%
Ex 29.05	Cyclic alcohols & their halogenated sulphonated, nitrated or nitrosated derivates:		
	A.- Menthol	10%	5%
29.06	Phenols & phenol-alcohols:		
	A.- Thymol	10%	5%
	B.- Other	10%	5%
29.07	Halogenated, sulphonated, nitrated or nitrosated derivates of phenols or phenol-alcohols	10%	5%
29.09	Epoxides, epoxyalcolhols, epoxyphenols & epoxyethers & their halogenated, sulphonated, nitrated or nitrosated derivates	10%	5%

SCHEDULE LXIII - UNITED ARAB REPUBLIC

PART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
29.10	Acetals & hemiacetals & single or complex oxygen-function acetals & hemicetals, & their halogenated, sulphonated, nitrated or nitrosated derivates	10%	5%
29.12	Halogenated, sulphonated, nitrated or nitrosated derivates of products falling within heading N° 29/11	10%	5%
Ex 29.13	Ketones, ketone-alcohols, ketone-phenols, ketone-aldehydes, quinones quinone-alcohols, etc.:		
	A.- Acetone	10%	5%
	B.- Camphornatural or synthetic	10%	5%
Ex 29.14	Monoacids & their anhydrides, acid halides, acid peroxides & peracids & their halogenated, sulphonated nitrated or nitrosated derivates:		
	A.- Formic acid	10%	5%
	C.- Other	10%	5%
29.15	Polyacids & their anhydrides, acid halides, acid peroxides & peracids & their Halogenated, sulphonated, nitrated or nitrosated derivates	10%	5%
Ex 29.16	Alcohol-acids aldehyde-acids, ketone acids, phenol-acids & other single or complex oxygen-function acids, etc.:		
	A.- Lactic acid	10%	5%
	B.- Tartric acid	10%	5%
	C.- Cirtic acid	10%	5%
	D.- Salicylic acid	10%	5%
	E.- Gallic acid	10%	5%
	G.- Other	10%	5%
29.17	Sulphuric esters & their salts, & their halogenated, sulphonated, nitrated or nitrosated derivates	10%	5%

SCHEDULE LXIII - UNITED ARAB REPUBLIC

PART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
29.18	Nitrous & nitric esters, & their halogenated, nitrated or nitrosated derivates:		
	A.- Nitroglycerol, nitrites, nitroglycol	10%	5%
	B.- Other	10%	5%
29.19	Phosphoric esters & their salts, incl. lactophosphates, & their halogenated, sulphonated, nitrated or nitrosated derivates	10%	5%
29.20	Carbonic esters & their salts & their halogenated, sulphonated, nitrated or nitrosated derivates	10%	5%
29.21	Other esters of mineral acids (excld. halides) & their salts, & their halogenated, sulphonated, nitrated or nitrosated derivates	10%	5%
29.23	Single or complex oxygen-function amino-compounds	10%	5%
29.24	Quaternary ammonium salts and hydroxides incl. lecithins and other phosphoaminolipins	10%	5%
29.25	Amide-function compounds	10%	5%
29.35	Heterocyclic compounds, including nucleic acids	10%	10%
29.38	Provitamins & vitamins, natural or reproduced by synthesis, includ. concentrates & intermixtures, whether or not in any solvent	5%	3%
29.39	Hormones, natural or reproduced by synthesis	5%	3%
29.40	Enzymes	5%	3%
29.44	Antibiotics	5%	3%
32.01	Tanning extracts of vegetable origin	5%	3%

SCHEDULE LXIII - UNITED ARAB REPUBLIC

PART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
32.03	Synthetic tanning substances, whether or not mixed with natural tanning materials; artificial bates for pre-tanning (i.g. of enzymatic pancreatic or bacterial origin)	5%	3%
32.05	Synthetic organic dyestuffs (incl. pigment dyestuffs); synthetic organic products of a kind used as lumino phores; products of the kind known as optical bleaching agents, substantive to the fibre; natural indigo:		
	A.- Indigo, natural or synthetic	5%	3%
	B.- Other	5%	3%
32.06	Colour lakes	10%	5%
Ex 32.07	Other colouring matter; inorganic products of a kind used as luminophores:		
	B.- Cassel earth (soluble vandyke brown) & similar products	10%	5%
	C.- Pigments with a basis of zinc sulphide (lithopone & the like)	10%	5%
	D.- Pigments with a basis of a titanium oxide	10%	5%
	E.- Ultramarine blue	10%	5%
Ex 32.08	Prepared pigments, prepared opacifiers & prepared colours, vitrifiable enamels & glazes, liquid lustres & similar products, etc.:		
	A.- Vitrifiable enamels and glass (frit) and other glass in the form of powder, granules or flakes	10%	5%

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SCHEDULE LXIII - UNITED ARAB REPUBLIC

PART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
Ex 32.09	Varnishes and lacquers; distempers; prepared water pigments of the kind used for finishing leather; other paints & enamels; pigments in oil or enamel media or other, dyes in forms or packing of a kind sold by retail; stamping foils:		
	A.- Varnish	30%	24%
	E.- Other	30%	24%
Ex 34.07	Modelling pastes etc.		
	A.- Dental waxes	10%	5%
Ex 38.04	Ammonium waters & spent oxide produced in coal-gas purification	10%	5%
38.05	Liquid resin (tail oil)	10%	5%
38.06	Concentrated sulphite lye	10%	5%
38.07	Spirits of turpentine & other terpenic solvents produced by the distillation or other treatment of coniferous woods; crude dipentene sulphite terpentine; pine oil	10%	5%
38.12	Prepared glazings, prepared dressings & prepared mordants, of a kind used in the textile, paper, leather or like industries	10%	10%
38.18	Composite solvents & thinners for varnishes & similar products	10%	10%
38.19	Chemical products & preparations of the chemical or allied industries (incl. those consisting of mixtures of natural products), not elsewhere specified or included; residual products of the chemical or allied industries, not elsewhere specified or included	10%	10%

SCHEDULE LXIII - UNIT D ARAB REPUBLIC

PART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
Ex 40.01	Natural rubber, blats, gutta-percha and similar natural gums, raw (incl. latex, whether or not stabilised):		
	B.- Other	2%	2%
40.02	Synthetic rubbers, incl. synthetic latex whether or not stabilised; factice derived from oil	2%	2%
40.03	Reclaimed rubber	2%	2%
40.04	Waste, parings and powder of unhardened rubber; scrap of unhardened rubber, fit for the recovery of rubber	2%	2%
44.05	Wood sawn lengthwise, sliced or peeled of a thickness exceeding 5 millimetres	15%	15%
44.21	Complete wooden packing cases, boxes crates, drums and similar packings imported assembled, unassembled or partly assembled	25%	12½%
47.01	Pulp for paper-making	5%	3%
47.02	Waste paper and paperboard; scrap articles of paper or od paperboard, fit only for use in paper making	5%	3%
Ex 48.01	Newsprint	free	free
	Other printing paper	20%	20%
	Kraft and sulfite paper	30%	30%
Ex 48.09	Building board of wood pulp or of vegetable fibre	20%	20%
Ex 53.01	Sheeps' or lambs' wool not carded or combed:		
	A.- Sheeps' or lambs' wool in the grease	2%	2%
	B.- Scoured or washed	4%	2%
Ex 53.02	Other animal hair fine or coarse, not carded or combed:		
	B.- Coarse	4%	2%
53.03	Waste of sheeps' or lambs wool or other animal hair	4%	2%
Ex 59.01	Wadding and articles of wadding; textile flock and dust and mill neps:		
	A.- Wadding and articles of wadding	25%	12½%

SCHEDULE LXIII - UNITED ARAB REPUBLIC

PART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
70.02	Class of the variety known as "Enamel" glass, in the mass, bars, rods and tubes	10%	5%
73.02	Ferro-alloys	2%	2%
73.15	Special steel and high carbon steel in the forms mentioned in headings 73/6 to 73/14	5%	4%
73.18	Tubes and pipes and blanks therefore of iron and steel	20%	20%
73.21	Structures, complete or incomplete whether or not assembled, and parts of structures, (e.g. hangars ... etc.), of cast iron, iron or steel; plates, strip, rods, angles, shapes, sections, tubes, and like prepared for use in structures, of cast iron, iron or steel	40%	30%
74.01	Copper matte; unwrought copper (refined or not); copper waste and scrap	2%	2%
74.02	Master alloys	2%	2%
74.03	Wrought bars, rods, angles, shapes and sections, of copper; copper wire:		
	A.- Wire		
	(1) Threads used in making articles of section XI (textiles and textiles articles)	25%	25%
	(2) Other:		
	(a) rolled, extruded, or drawn only	25%	25%
	(b) other incl. coated or covered with metal	25%	25%
	B.- Other:		
	(1) Simply rolled, extruded, drawn or hammered whether or not polished	25%	25%
	(2) Other incl. coated or covered with metal	25%	25%
74.10	Stranded wire, cables, cordage, ropes, plaited bands, of copper wire, but exclud. insulated electric cables	40%	40%

SCHEDULE LXIII - UNITED ARAB REPUBLIC

PART I - (continued)

Tariff Item number	Description of Products	Base Rate of Duty	Concession Rate of Duty
75.01	Nickel mattes, nickel speiss and other intermediate products of nickel metallurgy; unwrought nickel (exclud. electro-plating anodes); nickel waste and scrap	2%	2%
76.01	Unwrought aluminium; aluminium waste and scrap	2%	2%
76.02	Wrought bars, rods, angles, shapes & sections, of aluminium; aluminium wire:		
	A.- Wire:		
	(1) Threads used in making articles of section XI (textiles and textile articles)	30%	30%
	(2) Other	30%	30%
	B.- Other	30%	30%
76.12	Stranded wire, cables, cordage, ropes, plaited bands of aluminium wire, but exclud. insulated electric cables	40%	40%
78.01	Unwrought lead (incl. argentiferous lead); lead waste and scrap	2%	2%
79.01	Zinc spelter; unwrought zinc waste and scrap	2%	2%
80.01	Unwrought tin; tin waste and scrap	2%	2%
82.02	Ex: B.- blades for hand saws	2%	2%
82.05	Interchangeable tools for hand tools, for machine tools or for power-operated hand tools (e.g. pressing, stamping, etc.), incl. dies for wire drawing & drilling bits	2%	2%
82.06	Knives & cutting blades, for machines or for mechanical appliances	2%	2%

SCHEDULE LXIII - UNITED ARAB REPUBLIC

PART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
83.07	Ex: A.- (1) non-electrical miners' safety lamps	5%	3%
84.06	Internal combustion piston engines:		
	Ex: F.- Other	10%	10%
	Ex: G.- Parts	2%	2%
84.09	Mechanically propelled road rollers	2%	2%
84.16	Calendering & similar rolling machines (other than metal-working & metal-rolling machines & glass working machines) & cylinder thereof	2%	2%
84.22	Lifting handling, loading or unloading machinery, telphers and conveyors (e.g. lifts, hoists, etc.) not being machinery falling within heading N° 84/23: Ex: B.- (3) Other machineries	2%	2%
84.24	Agricultural & horticultural machinery for soil preparation or cultivation (e.g. ploughs, harrows, etc.); lawn(sports ground rollers	2%	2%
84.30	Machinery not falling within any other heading of this chapter, of a kind used in the following food or drink industries; bakery, confectionary, chocolate manufacture, the preparation of meat, fish or vegetables, sugar manufacture or brewing	2%	2%
84.31	Machinery for making finishing cellulosic pulp, paper or paperboard	2%	2%
84.35	Other printing machinery machines for uses ancillary to printing	2%	2%
84.36	Machines for extruding man-made textiles; machines of a kind used for processing natural or man-made textile fibres; textile spinning & twisting machines; cont.		

SCHEDULE LXIII - UNITED ARAB REPUBLIC

PART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
84.36	cont.: textile doubling, throwing & reeling (incl. weft winding) machines:		
	A.- Machines for extruding man-made textile fibres	2%	2%
	B.- Machines of a kind used for processing textile fibres:		
	(1) Cotton ginning machines	15%	15%
	(2) Other	2%	2%
	C.- Other machines	2%	2%
84.37	Weaving machines, knitting machines & machines for making grimped yarn tulle, lace, embroidery, trimmings, braid or not; machines for preparing yarns for use on such machines, incl. wraping & wrap sizing machines:		
	A.- Weaving machines	2%	2%
	B.- Knitting machines	2%	2%
	C.- Other	2%	2%
84.38	Auxiliary machinery for use with machines of heading N° 84/37 (e.g. dobbies, jacquards, etc.) ...		
	Ex: C.- other	2%	2%
84.41	A.- Sewing machines and sewing machine heads:		
	Ex: (2) Other	2%	2%
84.45	Machines-tools for working metal or metallic carbides, not being machines falling within heading N° 84/49 or 84/50	2%	2%
84.48	Accessories & parts suitable for use solely or principally with the machines falling within headings N° 84/45 to 84/47, incl. work & tool holders, self-opening dieheads, dividing heads & other appliances for machine tools; tool holders ..etc.	2%	2%

SCHEDULE LXIII - UNITED ARAB REPUBLIC

PART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
84.49	Tools for working in the hand, pneumatic or with self-contained non-electric motor	2%	2%
84.51	Typewriter, other than typewriter incorporating calculating mechanisms; chèque-writing machines	25%	25%
84.56	Machinery for sorting, screening, separating, washing, crushing, grinding or mixing earth, stone, ores or other mineral substances, in solid (incl. powder & paste), .. etc.	2%	2%
84.57	Glass working machines (other than machines for working glass in the cold); machines for assembling electric filament & discharge lamps & electronic & similar tubes and valves	2%	2%
Ex 84.59	Parts for machinery & mechanical appliances for the chemical industries	10%	10%
84.62	Ball, roller or needle roller bearings	5%	5%
84.63	Ex: A.- Transmission shafts or cranks	2%	2%
85.01	Electrical goods of the following descriptions: generators, motors, converters (rotary or static), transformers, rectifiers & rectifying apparatus inductors:		
	A.- Generators	2%	2%
	B.- Motors	2%	2%
	C.- Transformers	20%	20%
	D.- Other	10%	10%
85.05	Tools for working in the hand with self-contained electric motor	2%	2%
85.10	Ex: A.- Miners' safety lamps	5%	3%

SCHEDULE LXIII - UNITED ARAB REPUBLIC

PART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
85.11	Industrial & laboratory electric furnaces & ovens; electric induction & dielectric heating equipment; electric welding, brazing & soldering machines, & apparatus & similar electric machines & apparatus for cutting	2%	2%
85.19	Ex: A.- Apparatus for making and breaking electrical circuits		
	(1) Relays	5%	4%
	(2) Other apparatus, for high tension (more than 500 volts)	5%	4%
85.25	Ex: Insulators in porcelain	25%	25%
85.26	Ex: Insulating fittings in ceramic	25%	25%
86.01	Steam rail locomotives & tenders	2%	2%
86.02	Electric rail locomotives, other than self-generating	2%	2%
86.03	Other rail locomotives	2%	2%
86.04	Mechanically propelled railway & tramway coaches, vans & trucks, & mechanically propelled track inspection trolleys	5%	5%
86.05	Railway & tramway passenger coaches & luggage vans; hospital coaches, prison coaches, and other special purpose railway coaches	15%	15%
88.02	Flying machines (incl. gliders, kites & helicopters); rotochutes	20%	10%
88.03	Parts of goods falling in heading Nº 88/1 or 88/2	20%	10%
90.06	Astronomical instruments (e.g. reflecting telescopes, etc.) and mountings thereof, but not incl. instruments for radio-astronomy	10%	5%

SCHEDULE LXIII - UNITED ARAB REPUBLIC

PART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
90.08	Ex: A.- (1) Cinematographic cameras for industry	2%	2%
	Ex: B.- Cinematographic apparatus for sound recording	2%	2%
90.11	Microscopes & diffraction apparatus electron & proton	10%	5%
90.12	Compound optical microscopes, whether or not provided with means for photographing or projecting the image	10%	5%
90.14	Surveying (incl. photogrammetrical surveying), hydrographic, navigational, meteorological, hydrological & geophysical instruments; compasses; rangefinders	10%	5%
90.17	Medical, dental, surgical and veterinary instruments & appliances (incl. electro-medical apparatus and ophtalmic instruments	10%	8%
90.21	Instruments, apparatus or models, designed solely for demonstrational purposes (e.g. in education or exhibition) unsuitable for other uses	10%	8%
90.24	Instruments & apparatus for measuring, checking or automatically controlling the flow, depth, pressure or other variables of liquid or gases, or for automatically controlling temperature (e.g. pressure gauges, thermostats, etc.)	10%	8%
90.25	Instruments & apparatus for physical or chemical analysis (such as polarimters, refracto-meters, etc.), instrumonts & apparatus for measuring or checking viscosity, porosity, expansion, surface tension or the like; instruments & apparatus for measuring or checking quantities of heat, light or sound; microtomes	10%	8%

SCHEDULE LXIII - UNITED ARAB REPUBLIC

PART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
90.28	Electrical electronical measuring, checking, analysing or automatically controlling instruments and apparatus	10%	8%
90.29	Parts or accessories suitable for use solely or principally with one or more of the articles falling within heading Nos 90/23, 90/24, 90/26, 90/27 or 90/28	10%	8%
97.07	Ex: Fish hooks	25%	20%

SCHEDULE LXII - UNITED ARAB REPUBLIC

PART II

Preferential Tariff

I hereby certify that the foregoing text is true copy of the Protocol for the Accession of the United Arab Republic to the General Agreement on Tariffs and Trade, done at Geneva on 27 February 1970, the original of which is deposited with the Director-General to the CONTRACTING PARTIES to the General Agreement on Tariffs and Trade.

Je certifie que le texte qui précède est la copie conforme du Protocole d'accession de la République arabe unie à l'Accord général sur les tarifs douaniers et le commerce, établi à Genève le 27 février 1970, dont le texte original est déposé auprès du Directeur général des PARTIES CONTRACTANTES à l'Accord général sur les tarifs douaniers et le commerce.

LONG

O. LONG

Director-General
Geneva

Directeur général
Genève

ACCORD GÉNÉRAL
SUR LES TARIFS DOUANIERS
ET LE COMMERCE

GENERAL AGREEMENT
ON TARIFFS AND TRADE

TELEGRAMMES : GATT, GENÈVE
TELEPHONE : 34 60 11 33 40 00 33 20 00 33 10 00

Villa le Bocage - Palais des Nations
CH - 1211 GENEVE 10

REFERENCE :

PROCES-VERBAL OF RECTIFICATION

I, the undersigned, O. Long, Director-General to the CONTRACTING PARTIES to the General Agreement on Tariffs and Trade, having compared the authentic text of the Protocol for the Accession of the United Arab Republic to the General Agreement on Tariffs and Trade, done at Geneva on 27 February 1970, with the text of the copies sent to contracting parties in accordance with paragraph 11 of the above-mentioned Protocol, have found that the latter text contains an omission in the printing, which requires rectification.

The text of the copies forwarded to the contracting parties omitted to state that there are no concessions under Part II of Schedule LXIII - United Arab Republic. Part II should therefore read as follows:

PROCES-VERBAL DE RECTIFICATION

Je, soussigné, O. Long, Directeur général des PARTIES CONTRACTANTES à l'Accord général sur les tarifs douaniers et le commerce, ayant confronté le texte authentique du Protocole d'accession de la République arabe unie à l'Accord général sur les tarifs douaniers et le commerce, fait à Genève le 27 février 1970, avec le texte des copies qui ont été envoyées aux parties contractantes conformément au paragraphe 11 dudit Protocole, ai constaté une omission d'impression dans ce dernier texte qui doit être rectifié.

Dans le texte des copies envoyées aux parties contractantes, il n'est pas mentionné qu'il n'y a aucune concession dans la deuxième Partie de la Liste LXIII - République arabe unie. La deuxième Partie doit avoir la teneur suivante:

SCHEDULE LXIII - UNITED ARAB REPUBLIC

This Schedule is authentic only in the English language

PART II

Preferential Tariff

NIL

In witness whereof I have signed the present Procès-Verbal on 16 July 1970.

En foi de quoi j'ai signé le présent Procès-verbal le 16 juillet 1970.

O. LONG

Director-General
Geneva

Directeur général
Genève

MEXICO

Air Transport Services

Agreement extending the agreement of August 15, 1960, as extended and amended.
Effected by exchange of notes
Signed at México and Tlatelolco July 1, 1970;
Entered into force July 1, 1970.

The American Ambassador to the Secretary of Foreign Relations of Mexico

No. 795 MEXICO, D.F *July 1, 1970*

EXCELLENCY:

I have the honor to refer to the Air Transport Agreement of August 15, 1960, between the Government of the United States of America and the Government of the United Mexican States, as extended and amended,[1] which will expire on June 30, 1970.

It is my understanding that the negotiations between representatives of our two Governments, which took place in Washington from April 20, 1970, through May 1, 1970, were recessed without full agreement having been reached with respect to all points on the agenda. I therefore have the honor to propose to Your Excellency that the negotiations be resumed in Mexico City on July 7, 1970, and that the Agreement, as extended and amended, be further extended through July 31, 1970.

Accordingly, if the Government of the United Mexican States is agreeable to such an extension, I propose to Your Excellency that this Note and the Note in reply from Your Excellency communicating your Government's concurrence shall constitute an extension of the

[1] TIAS 4675, 5647, 5897, 6449; 12 UST 60; 15 UST 1781, 16 UST 1715; 19 UST 4623.

present Air Transport Agreement between our two Governments through July 31, 1970.

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

ROBERT H. MCBRIDE

His Excellency
ANTONIO CARRILLO FLORES
Secretary of Foreign Relations
Mexico, D.F

The Acting Secretary of Foreign Relations of Mexico to the American Ambassador

SECRETARIA DE RELACIONES EXTERIORES
ESTADOS UNIDOS MEXICANOS
MEXICO

TLATELOLCO, D F.,
a 1o. julio de 1970.

506651

SEÑOR EMBAJADOR.

Tengo a honra hacer referencia a la atenta nota de Vuestra Excelencia número 795, fechada el día de hoy, que en su traducción al español dice lo siguiente:

"Tengo el honor de referirme al Convenio sobre Transportes Aéreos, del 15 de agosto de 1960, entre el Gobierno de los Estados Unidos de América y el Gobierno de los Estados Unidos Mexicanos, con sus prórrogas y modificaciones, que expira el 30 de junio de 1970.

Tengo entendido que las negociaciones entre representantes de nuestros dos Gobiernos, que tuvieron lugar en Washington, del 20 de abril de 1970 al 1o. de mayo de 1970, terminaron sin que se hubiera llegado a un acuerdo completo con respecto a todos los puntos de la Agenda. Por tanto, tengo el honor de proponer a Vuestra Excelencia que las negociaciones se reanuden en la ciudad de México el 7 de julio de 1970 y que el Convenio, con sus prórrogas y modificaciones, se prorrogue una vez más hasta el 31 de julio de 1970.

En consecuencia, si el Gobierno de los Estados Unidos Mexicanos está de acuerdo con dicha prórroga, propongo a Vuestra Excelencia que esta nota y la de respuesta de Vuestra Excelencia comunicándome la conformidad de su Gobierno, constituyan una prórroga del actual Convenio sobre Transportes Aéreos entre nuestros dos Gobiernos hasta el 31 de julio de 1970."

En respuesta a la atenta nota de Vuestra Excelencia arriba transcrita, tengo el agrado de comunicarle que el Gobierno de México acepta los términos de la misma y por lo tanto la nota número 795 de Vuestra Excelencia, y la presente, constituyen un Acuerdo entre nuestros dos Gobiernos que prorroga el Convenio sobre Transportes Aéreos entre el Gobierno de los Estados Unidos Mexicanos y el Gobierno de los Estados Unidos de América hasta el 31 de julio de 1970.

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

G FRAGA

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

Translation

DEPARTMENT OF FOREIGN RELATIONS
UNITED MEXICAN STATES
MEXICO

506651 TLATELOLCO, D.F *July 1, 1970*

MR. AMBASSADOR.

I have the honor to refer to Your Excellency's note No. 795 of this date, which in Spanish translation reads as follows.

[For the English language text, see p. 1559.]

In reply to Your Excellency's note transcribed above, I am happy to inform you that the Government of Mexico accepts the terms thereof, and consequently, Your Excellency's note No. 795 and this note shall constitute an agreement between our two Governments extending the Air Transport Agreement between the Government of the United Mexican States and the Government of the United States of America through July 31, 1970.

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

G FRAGA

His Excellency
ROBERT HENRY MCBRIDE,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Mexico, D.F

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NICARAGUA

Trade: Meat Imports

Agreement effected by exchange of notes
Signed at Managua February 9 and 25, 1970;
Entered into force February 25, 1970.

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

EMBASSY OF THE
UNITED STATES OF AMERICA
No. 9 *Managua, February 9, 1970*

EXCELLENCY:

I have the honor to refer to discussions between representatives of our two Governments relating to the importation into the United States for consumption of fresh, chilled, or frozen cattle meat (Item 106. 10 of the Tariff Schedules of the United States) and fresh, chilled, or frozen meat of goats and sheep, except lambs (Item 106.20 of the Tariff Schedules of the United States) during the calendar year 1970.

I am able to inform you that the Governments of all countries which are major suppliers of such meats to the United States have agreed to participate in the 1970 Restraint Program discussed by our representatives. These agreements are being embodied in exchanges of notes between the Government of the United States of America and the Governments of the respective countries.

I propose that the agreement between our two Governments should provide as follows:

1. On the basis of the foregoing, and subject to Paragraph 4, the permissible total quantity of imports of such meats into the United States during the calendar year 1970 shall be 1,061.5 million pounds and the Government of Nicaragua and the Government of the United States of America shall respectively undertake responsibilities as set forth below for regulating exports to, and imports into, the United States.

2. The Government of Nicaragua shall limit the quantity of such meats originating in Nicaragua and during the calendar year 1970 entered or withdrawn from warehouse for consumption in the United States to 39.3 million pounds or such higher figure as may result from adjustments pursuant to Paragraph 4.

3. The Government of the United States of America may limit imports of such meats of Nicaraguan origin, whether by direct or indirect shipments, through issuance of regulations governing the entry or withdrawal from warehouse for consumption in the United States, provided that,

(A) Such regulations shall not be employed to govern the timing of entry or withdrawal from warehouse for consumption of such meat from Nicaragua;

(B) Such regulations shall be issued only after consultation with the Government of Nicaragua pursuant to Paragraph 6, and only in circumstances where it is evident after such consultations that the quantity of such meat likely to be presented for entry or withdrawal from warehouse for consumption in the calendar year 1970 will exceed the quantity specified in Paragraph 2, as it may be increased pursuant to Paragraph 4.

4. The Government of the United States of America may increase the global quantity of imports of such meats into the United States or may allocate any shortfall in a share of the global quantity. Thereupon, if no shortfall is estimated for Nicaragua, such increase in global quantity or shortfall shall be allocated to Nicaragua in the proportion that 39.3 million pounds bears to the total initial shares from all countries which are estimated to have no shortfall for the calendar year 1970.

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

6. The Government of Nicaragua and the Government of the United States of America shall consult promptly upon the request of either Government regarding any matter involving the application, interpretation or implementation of this agreement, and regarding increase in the global quantity and allocation of shortfall.

7. In the event that quotas on the imports of such meats should become necessary, the representative period used by the Government of the United States of America for calculation of the quota of Nicaragua shall not include the period between October 1, 1968 and December 31, 1970.

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

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

M. R. BARNEBEY
Chargé d'Affaires ad interim

His Excellency
DR. LORENZO GUERRARO GUTIERREZ,
Minister of Foreign Relations,
Managua.

The Minister of Foreign Relations of Nicaragua to the American Ambassador

MINISTERIO
DE
RELACIONES EXTERIORES

SECRETARIA GENERAL
SECCION DIPLOMATICA

"AÑO DEL AHORRO LIBRE
PARA LA VIVIENDA"

MS. No. 016

MANAGUA, D.N., *25 de Febrero de 1970.*

SEÑOR EMBAJADOR:

Tengo el honor de dar aviso de recibo de la atenta comunicación de Vuestra Excelencia No. 9 del 9 de Febrero en curso, por medio de la cual al referirse a las discusiones entre Representantes de nuestros dos Gobiernos acerca de la importación a los Estados Unidos de América, con fines de consumo, de carne de res fresca, refrigerada o congelada (Artículo 106.10 de las Listas Arancelarias de los Estados Unidos) y carne de cabro y oveja fresca, refrigerada o congelada, excepto de cordero (Artículo 106.20 de las Listas Arancelarias de los Estados Unidos) durante el corriente año de 1970, propone a mi Gobierno la concertación de un Acuerdo mediante un intercambio de notas en los siguientes términos:

"1. Sobre la base de lo anteriormente expresado, y con sujeción al Párrafo 4, la cantidad total permisible de importaciones de tales carnes a los Estados Unidos durante el año corriente de 1970 será de 1.061.5 millones de libras, y el Gobierno de Nicaragua y el Gobierno de los Estados Unidos de América se comprometerán respectivamente, tal como se establece más adelante, para reglamentar las exportaciones e importaciones a los Estados Unidos.

2. El Gobierno de Nicaragua limitará la cantidad de las carnes originarias de Nicaragua que durante el año corriente de 1970 entren o se retiren de almacén para consumo en los Estados Unidos a 39.3 millones de libras o a la cantidad más alta que resulte de los ajustes de acuerdo con el párrafo 4.

3. El Gobierno de los Estados Unidos podrá limitar las importaciones de tales carnes de origen nicaragüense, ya sea por embarques directos o indirectos, mediante la promulgación de un reglamento que rija la entrada o el retiro de almacén para consumo en los Estados Unidos, a condición de que,

a) Tal reglamento no sea empleado para regir el tiempo de entrada o retiro de almacén para consumo de tales carnes de Nicaragua;

b) Tal reglamento será promulgado únicamente después de consultas con el Gobierno de Nicaragua de acuerdo con el Párrafo 6, y únicamente en circunstancias en que sea evidente después de tales consultas que la cantidad de carne que pueda ser presentada para su entrada o retiro de almacén pasa consumo en el año corriente de 1970 exceda la cantidad mayor que resulte de los ajustes realizados en virtud del Párrafo 4.

4. El Gobierno de los Estados Unidos de América podrá aumentar la cantidad global de importaciones de tales carnes a los Estados Unidos o podrá asignar cualquier déficit a una cuota de la cantidad global. Por consiguiente, si no se estima ninguna déficit para Nicaragua, tal aumento en la cantidad global o déficit será asignada a Nicaragua en la proporción que 39.3 millones de libras tienen con respecto a las cuotas iniciales totales de todos los países que se estiman no tendrán déficit en el año corriente de 1970.

5. El Gobierno de los Estados Unidos de América informará separadamente de las carnes rechazadas como no adecuadas para el consumo humano, las cuales no serán consideradas como parte de la cantidad descrita en el Párrafo 2.

6. El Gobierno de Nicaragua y el Gobierno de los Estados Unidos de América se consultarán prontamente a solicitud de cualquiera de los dos Gobiernos en relación a cualquier asunto relativo a la aplicación, interpretación o ejecución de este convenio, y en relación al aumento de la cantidad global y asignación de déficit.

7. En el caso en que se hagan necesarias las cuotas sobre las importaciones de tales carnes, el período representativo usado por el Gobierno de los Estados Unidos de América para el cálculo de la cuota de Nicaragua no incluirá entre el 1 de Octubre de 1968 y el 31 de Diciembre de 1970.

Tengo el honor de proponer que, si las cláusulas anteriores son aceptables al Gobierno de Nicaragua, esta nota junto con la respuesta afirmativa de Vuestra Excelencia, constituyan un acuerdo entre nuestros dos Gobiernos que entrará en vigor en la fecha de su respuesta."

En respuesta, tengo el honor de comunicar a Vuestra Excelencia que mi Gobierno acepta las cláusulas que traducidas al español se dejan trascritas, constituyendo la nota de Vuestra Excelencia y esta contestación un Acuerdo entre nuestros dos Gobiernos, que entrará a regir a partir de esta fecha.

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

LORENZO GUERRERO G

Excelentísimo Señor
KENNEDY MCCAMPBELL CROCKETT,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América,
Managua, D.N.

Translation

REPUBLIC OF NICARAGUA
MINISTRY OF FOREIGN AFFAIRS

"YEAR OF FREE SAVINGS FOR HOUSING"

GENERAL SECRETARIAT
DIPLOMATIC SECTION

MS. No. 016

MANAGUA, D. N., *February 25, 1970*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 9 of February 9, 1970, in which, referring to discussions between representatives of our two Governments relating to the importation into the United States of America for consumption of fresh, chilled, or frozen cattle meat (Item 106.10 of the Tariff Schedules of the United States) and fresh, chilled, or frozen meat of goats and sheep, except lambs (Item 106.20 of the Tariff Schedules of the United States) during the calendar year 1970, you propose to my Government the conclusion of an agreement by an exchange of notes, providing as follows:

[For the English language text, see p. 1562.]

In reply I have the honor to inform Your Excellency that my Government concurs in the clauses which translated into Spanish are transcribed above, and it agrees that Your Excellency's note and this reply shall constitute an Agreement between our two Governments that shall enter into force on this date.

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

LORENZO GUERRERO G

His Excellency
KENNEDY MCCAMPBELL CROCKETT,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Managua, D.N.

MULTILATERAL

International Agency for Research on Cancer: Amendments to the Statute

Adopted at the Twenty-third World Health Assembly, Geneva, May 19, 1970;
Entered into force May 19, 1970.

TWENTY-THIRD WORLD HEALTH ASSEMBLY

WHA23.23

19 May 1970

AMENDMENTS TO THE STATUTE OF THE
INTERNATIONAL AGENCY FOR RESEARCH ON CANCER[1]

The Twenty-third World Health Assembly,

Considering the amendments to Articles VIII.1, VIII.3 and VIII.4 of the Statute of the International Agency for Research on Cancer, adopted by the Governing Council at its Seventh Session

Considering the provisions of Article X (Amendments) of the Statute of the Agency

ACCEPTS the following amendments to the Statute of the Agency.

Article VIII.1 The administrative services and permanent activities of the Agency shall be financed by annual contributions by each Participating State.

Article VIII.3 The level or levels of annual contributions shall be determined by the Governing Council.

Article VIII.4 Any decision to change the level or levels of annual contributions shall require a two-thirds majority of the members of the Governing Council who are representatives of Participating States.

Fourteenth plenary meeting, 19 May 1970
A23/VR/14

Certified true copy

[1] TIAS 5873; 16 UST 1239.

世界卫生大会决议
RESOLUTION OF THE WORLD HEALTH ASSEMBLY
RESOLUTION DE L'ASSEMBLÉE MONDIALE DE LA SANTÉ
РЕЗОЛЮЦИЯ ВСЕМИРНОЙ АССАМБЛЕИ ЗДРАВООХРАНЕНИЯ
RESOLUCION DE LA ASAMBLEA MUNDIAL DE LA SALUD

VINGT-TROISIEME ASSEMBLEE MONDIALE DE LA SANTE

WHA23.23

19 mai 1970

AMENDEMENTS AU STATUT
DU CENTRE INTERNATIONAL DE RECHERCHE SUR LE CANCER

La Vingt-Troisième Assemblée mondiale de la Santé,

Considérant les amendements aux paragraphes 1, 3 et 4 de l'article VIII du Statut du Centre international de Recherche sur le Cancer adoptés par le Conseil de Direction à sa septième session;

Considérant les dispositions de l'article X (Modifications) du Statut du Centre,

ACCEPTE les amendements suivants au Statut du Centre :

Article VIII.1 Les services administratifs et les activités permanentes du Centre sont financés par des contributions annuelles versées par chaque Etat participant.

Article VIII.3 Le Conseil de Direction fixe le ou les montant(s) des contributions annuelles.

Article VIII.4 Toute décision de modifier le ou les montant(s) des contributions annuelles devra être prise par le Conseil de Direction à la majorité des deux tiers de ceux de ses membres qui représentent des Etats participants.

Quatorzième séance plénière, 19 mai 1970
A23/VR/14

Pour copie conforme

MULTILATERAL

Inter-American Development Bank: Amendment to the Agreement of April 8, 1959

Approved by the Board of Governors of the Inter-American Development Bank January 28, 1964;
Entered into force April 28, 1964

DOCUMENT OF THE INTER-AMERICAN DEVELOPMENT BANK

Resolution AG-3/64

ADDITIONAL INCREASE OF $300 MILLION IN AUTHORIZED CAPITAL STOCK AND AUTHORIZATION OF THE ELECTION OF AN ADDITIONAL EXECUTIVE DIRECTOR

WHEREAS the Board of Governors has approved a resolution providing for an increase of one billion dollars in the authorized callable capital stock of the Bank;

WHEREAS it is desirable further to increase the authorized capital stock of the Bank by 300 million dollars in order to provide for the admission of new members;

WHEREAS in view of these circumstances it may be expected that the members will not wish to avail themselves of their right to subscribe to a proportionate share of such increase pursuant to Article II, Section 3(b), of the Agreement Establishing the Bank;[1]

WHEREAS under the Agreement the Board of Governors, in the light of appropriate consultation with the applicant, is to determine, in each case, the specific conditions for the admission of new members, including the number of shares of capital stock and the quota of contribution to the Fund for Special Operations to be subscribed, and

WHEREAS it would be appropriate that, if new members subscribe a significant amount of capital stock of the Bank, provision be made to enlarge the number of Executive Directors,

The Board of Governors

RESOLVES that:

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[1] TIAS 4397; 10 UST 3074.

SECTION 1. Increase in Authorized Capital Stock

(a) Subject to the provisions of sub-paragraph (b) hereof, in order to provide for the admission of new members, the authorized capital stock of the Bank shall be increased by $300 million in terms of United States dollars of the weight and fineness in effect on January 1, 1959, divided into 30,000 shares having a par value of $10,000 each, of which 7,500 shares shall be paid in and 22,500 shares shall be callable.

(b) Such increase shall not become effective unless the increase in the authorized capital stock provided for in the resolution entitled "INCREASE OF ONE BILLION DOLLARS IN AUTHORIZED CALLABLE CAPITAL STOCK AND SUBSCRIPTIONS THERETO" shall have come into effect.

(c) In the absence of notice to the contrary on or before December 31, 1963, [1] the Bank will understand that the member countries do not wish to subscribe their proportionate shares of this increase.

SECTION 2. Additional Executive Director

(a) Section 3 of Article VIII of the Agreement Establishing the Bank is amended by the addition of the following:

"(j) Upon the admission to the Bank of new members, having votes totalling not less than 22,000, the Board of Governors may, by a two-thirds majority of the total number of governors representing not less than three fourths of the total voting power of the member countries, increase by one the number of Executive Directors to be elected."

(b) Annex C of the Agreement Establishing the Bank is amended by the addition of the following:

"(e) Whenever the Board of Governors increases the number of Executive Directors in accordance with Article VIII, Section 3(j), the additional Executive Director shall be elected at the next regular election of Executive Directors in accordance with sub-paragraph (c) of this Annex."

(Approved January 28, 1964)

[1] The Board of Executive Directors extended this date until January 31, 1964, by Resolution DE-82/63 of December 17, 1963. [Footnote in the original.]

DOCUMENTO DEL BANCO INTERAMERICANO DE DESARROLLO

Resolución AG–3/64

AUMENTO ADICIONAL DE 300 MILLONES DE DÓLARES EN EL CAPITAL AUTORIZADO Y AUTORIZACIÓN PARA LA ELECCIÓN DE UN DIRECTOR EJECUTIVO ADICIONAL

La Asamblea de Gobernadores,

CONSIDERANDO que la Asamblea de Gobernadores ha aprobado la resolución que dispone el aumento del capital autorizado exigible del Banco en la suma de mil millones de dólares;

CONSIDERANDO que es conveniente aumentar además el capital autorizado del Banco en la suma de 300 millones de dólares para hacer posible la admisión de nuevos miembros;

CONSIDERANDO que en vista de los propósitos de este aumento se espera que los países miembros no harán uso del derecho que tienen de suscribir una parte proporcional de este aumento tal como lo dispone el Artículo II, Sección 3(b), del Convenio Constitutivo del Banco;

CONSIDERANDO que de acuerdo con el Convenio Constitutivo, la Asamblea de Gobernadores, a la luz de las consultas que se celebren con el solicitante, determina en cada caso las condiciones específicas para la admisión de nuevos miembros, incluyendo el número de acciones del capital y la cuota de contribución al Fondo para Operaciones Especiales que deberán suscribirse, y

CONSIDERANDO que la suscripción en una proporción importante del capital del Banco por nuevos miembros haría conveniente adoptar las medidas necesarias para aumentar el número de Directores Ejecutivos,

RESUELVE:

SECCIÓN 1. Aumento del capital autorizado

(a) Sujeto a las disposiciones del inciso (b) de esta sección y para hacer posible la admisión de nuevos miembros, el capital autorizado del Banco se aumentará en la suma de 300 millones de dólares de los Estados Unidos de América del peso y ley en vigencia al 1o. de enero de 1959, representado por 30.000 acciones de valor nominal de US$10.000 cada una, de las cuales 7.500 serán pagaderas en efectivo y 22.500 acciones serán exigibles.

(b) No se tendrá por vigente este aumento mientras no haya entrado en vigor el aumento del capital autorizado exigible de que trata la resolución intitulada "AUMENTO DEL CAPITAL AUTORIZADO EXIGIBLE EN LA SUMA DE MIL MILLONES DE

DÓLARES Y DE LAS CORRESPONDIENTES CUOTAS DE SUSCRIPCIÓN".

(c) Salvo que se reciba notificación en sentido contrario antes del 31 de diciembre de 1963,[1] el Banco entenderá que los países miembros no desean suscribir las partes proporcionales que les podrían corresponder en este aumento.

SECCIÓN 2. Director Ejecutivo adicional

(a) Se modifica la Sección 3 del Artículo VIII del Convenio Constitutivo mediante la adición del siguiente inciso:

"(j) Cuando el Banco admita nuevos miembros que tengan en conjunto un total de votos no inferior a 22.000, la Asamblea de Gobernadores, por mayoría de dos tercios del número total de los Gobernadores que represente por lo menos tres cuartos de la totalidad de los votos de los países miembros, podrá aumentar en uno el número de Directores Ejecutivos a elegir."

(b) Se modifica el Anexo C del Convenio Constitutivo del Banco con la adición del siguiente inciso:

"(e) Cuando la Asamblea de Gobernadores, de conformidad con el Artículo VIII, Sección 3(j), aumente el número de los Directores Ejecutivos, el nuevo Director Ejecutivo será elegido en la siguiente elección ordinaria de los Directores Ejecutivos, de acuerdo con lo dispuesto en el inciso (c) de este Anexo."

(Aprobada el 28 de enero de 1964)

DOCUMENTO DO BANCO INTERAMERICANO DE DESENVOLVIMENTO

Resolução AG-3/64

APROVAÇÃO DO AUMENTO ADICIONAL DE 300 MILHÕES DE DÓLARES DO CAPITAL AUTORIZADO E AUTORIZAÇAO PARA ELEIÇAO DE UM DIRETOR EXECUTIVO ADICIONAL

A Assembléia de Governadores,

CONSIDERANDO que por resolução da Assembléia de Governadores foi aprovado um aumento do capital autorizado exigível do Banco, no montante de um bilhão de dólares;

[1] El Directorio Ejecutivo prorrogó este plazo hasta el 31 de enero de 1964, por Rosolución DE-82/63 de 17 de diciembre de 1963.

CONSIDERANDO que é conveniente um aumento adicional do capital autorizado do Banco de 300 milhões de dólares para permitir a admissão de novos membros;

CONSIDERANDO que à vista destas circunstâncias, espera-se que os países membros não se prevalecerão do seu direito de subscrever uma parte proporcional dêsse aumento de acôrdo com o Artigo II, Seção 3(b), do Convênio Constitutivo do Banco;

CONSIDERANDO que, de acôrdo com o Convênio Constitutivo, a Assembléia de Governadores, à luz das consultas realizadas com o solicitante, estabelece, em cada caso, as condições específicas para a admissão de novos membros, inclusive o montante do capital e a quota de contribuição ao Fundo para Operações Especiais que deverá ser subscrita, e

CONSIDERANDO que, se novos membros subscreverem um montante considerável do capital do Banco, seria conveniente adotar providências para aumentar o número de Diretores Executivos,

RESOLVE:

SEÇÃO 1. Aumento do capital autorizado

(a) De acôrdo com o disposto na alínea (b) desta Seção, e com o objetivo de dispor sôbre a admissão de novos membros, o capital autorizado do Banco será aumentado de 300 milhões de dólares dos Estados Unidos de pêso e título vigentes em 1° de janeiro de 1959, dividido em 30.000 ações do valor ao par de $10.000 dólares cada uma, das quais 7.500 serão ações do capital realizado e 22.500 serão ações do capital exigível.

(b) Êsse aumento não entrará em vigor a não ser que tenha entrado em vigor o aumento do capital autorizado exigível estabelecido na resolução intitulada AUMENTO DE UM BILHÃO DE DÓLARES DO CAPITAL AUTORIZADO EXIGÍVEL E CORRESPONDENTES QUOTAS DE SUBSCRIÇÃO.

(c) Salvo notificação em contrário até 31 de dezembro de 1963,[1] o Banco presumirá que os países membros não desejam subscrever as suas quotas proprocionais nêste aumento.

SEÇÃO 2. Diretor Executivo adicional

(a) A Seção 3 do Artigo VIII do Convênio Constitutivo fica modificada com a adição da seguinte alínea:

"(j) Quando o Banco admitir novos membros que representem, em conjunto, um total de, no mínimo, 22.000 votos, a Assembléia de Governadores, por maioria de dois terços do número total de Governadores, representando pelo menos três quartos da totalidade de

[1] A Diretoria Executiva prorrogou êste prazo até 31 de janeiro de 1964, de acôrdo com a Resolução DE-82/63 de 17 de dezembro de 1963.

votos dos países membros, poderá criar mais um lugar de Diretor Executivo eletivo."

(b) O Anexo C do Convênio Constitutivo do Banco fica modificado com a adição da seguinte alínea:

"(e) Sempre que a Assembléia de Governadores, de acôrdo com o Artigo VIII, Seção 3(j), aumentar o número dos Diretores Executivos, o nôvo Diretor Executivo será eleito na seguinte eleição ordinária dos Diretos Executivos, nos têrmos da alínea (c) dêste anexo."

(Aprovada em 28 de janeiro de 1964)

DOCUMENT DE LA BANQUE INTERAMERICAINE DE DEVELOPPEMENT

Résolution AG-3/64

AUGMENTATION ADDITIONNELLE DE $300 MILLIONS DU CAPITAL AUTORISÉ ET AUTORISATION D'ELECTION D'UN DIRECTEUR EXÉCUTIF SUPPLÉMENTAIRE

CONSIDÉRANT que l'Assemblée des Gouverneurs a approuvé une résolution prévoyant une augmentation d'un milliard de dollars du capital autorisé sujet à l'appel de la Banque;

CONSIDÉRANT qu'il est en outre désirable d'augmenter le capital autorisé de la Banque de 300 millions de dollars afin de pourvoir à l'admission de nouveaux membres;

CONSIDÉRANT qu'en raison de ces circonstances, on peut s'attendre à ce que les membres ne veuillent pas utiliser leur droit de souscrire une part proportionnée de cette augmentation en application de l'Article II, Section 3(b) de l'Accord Constitutif de la Banque;

CONSIDÉRANT qu'en vertu de cet Accord, l'Assemblée des Gouverneurs doit, à la suite d'entretiens appropriés avec le postulant, décider dans chaque cas quelles sont les conditions spécifiques nécessaires à l'admission de nouveaux membres, y compris le nombre d'actions du capital autorisé ainsi que le montant des quotas de contribution au Fonds des Opérations Spéciales qui devront être souscrits,

CONSIDÉRANT qu'il conviendrait que, si les nouveaux membres souscrivaient un nombre significatif d'actions de la Banque, des dispositions fussent prises pour augmenter le nombre des Directeurs Exécutifs,

L'Assemblée des Gouverneurs

DÉCIDE ce qui suit:

SECTION 1. Augmentation du capital autorisé

(a) Sous réserve des dispositions de l'alinéa (b) ci-dessous, le capital autorisé de la Banque sera augmenté d'un montant de 300 millions de dollars en monnaie des Etats-Unis d'Amérique du poids et du titre en vigueur au 1er janvier 1959 en vue de pourvoir à l'admission de nouveaux membres, ce montant sera réparti en 30.000 actions d'une valeur nominale de $10.000 chacune, desquelles 7.500 actions seront effectivement versées et 22.500 sujettes à l'appel.

(b) Cette augmentation ne sera effective que si la majoration de un milliard de dollars du capital-actions autorisé prévue dans la Section 1 de la résolution intitulée "AUGMENTATION D'UN MILLIARD DE DOLLARS DU CAPITAL-ACTIONS SUJET À L'APPEL ET DES SOUSCRIPTIONS Y RELATIVES" a été mise en oeuvre.

(c) En l'absence de tout avis contraire notifié à la Banque au plus tard le 31 décembre 1963 [1] par tout membre intéressé, cette dernière interprétera ce silence comme un refus de souscrire la part proportionnelle de cette augmentation.

SECTION 2. Directeur Exécutif supplémentaire

(a) La Section 3 de l'Article VIII de l'Accord Constitutif de la Banque est amendée par l'addition suivante:

"(j) Dès l'admission à la Banque de nouveaux membres totalisant au moins 22.000 voix, l'Assemblée des Gouverneurs peut, à la majorité des deux tiers des Gouverneurs détenant au moins les trois quarts du total des voix attribuées aux pays membres, ajouter un siège de plus au Conseil des Directeurs Exécutifs."

(b) L'Annexe C de l'Accord Constitutif de la Banque est amendée par l'addition suivante:

"(e) Lorsque l'Assemblée des Gouverneurs augmente le nombre des Directeurs Exécutifs conformément à l'Article VIII Section 3(j), il sera pourvu au siège additionnel par voie d'élection tenue au cours du plus prochain renouvellement du Conseil des Directeurs Exécutifs en application de l'alinéa (c) de la présente annexe."

(Approuvée le 28 janvier 1964)

[1] Par la Résolution DE-82/63 du 17 décembre 1963, le Conseil des Directeurs Exécutifs a prorogé ce délai au 31 Janvier 1964.

DEMOCRATIC REPUBLIC OF THE CONGO

Agricultural Commodities

Agreement modifying the agreement of October 21, 1969.
Effected by exchange of notes
Signed at Kinshasa March 24 and July 7, 1970;
Entered into force July 7, 1970.

The American Ambassador to the Congolese Minister of State for Foreign Affairs, International Cooperation and Foreign Commerce

EMBASSY OF THE
UNITED STATES OF AMERICA
No. 6 *Kinshasa, March 24, 1970*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement of October 21, 1969 [1] and I propose that the supply period for wheat/wheat flour be extended to include the United States fiscal year 1971. The supply period is being extended since it is understood that additional purchase authorization for wheat/wheat flour will not be issued during the United States fiscal year 1970 covering more than 12,000 metric tons.

For the purpose of the Dollar Credit Annex of the Agreement of August 12, 1968 [2] for commodities delivered in calendar year 1970 but on or before June 30, 1970, the date of the last delivery which will be used for setting the date when interest begins and when payment of the principal shall begin shall be based upon the date of the last delivery of such commodities and not on the last delivery of the commodities during the balance of the calendar year. The date of the last delivery of the wheat/wheat flour delivered pursuant to this extension shall be determined in the manner provided in the Agreement.

All other terms and conditions of the October 21, 1969 Agreement remain the same.

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[1] TIAS 6712; 20 UST 2401.
[2] TIAS 6545; 19 UST 5911.

50-780 O - 71 - 34--pt. 2--21

It is proposed that this note and your reply concurring therein shall constitute an agreement between our two governments to enter into force on the date of your reply.

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

SHELDON B. VANCE

His Excellency
CYRILLE ADOULA
Minister of State for Foreign Affairs,
International Cooperation and Foreign Commerce
Kinshasa

The Congolese Ministry of Foreign Affairs, Cooperation and Foreign Commerce to the American Embassy

REPUBLIQUE DEMOCRATIQUE DU CONGO
MINISTERE DES AFFAIRES ETRANGERES
ET DU COMMERCE EXTERIEUR
DIRECTION DE LA COOPERATION
INTERNATIONALE

N° 13412/04721/70. KINSHASA, *le 7. 7. 70.*

Le Ministère des Affaires Etrangères, de la Coopération et du Commerce Extérieur de la République Démocratique du Congo présente ses compliments à l'Ambassade des Etats-Unis d'Amérique à Kinshasa et, se référant à sa lettre n° 6 du 24 mars 1970, a l'honneur de porter à sa connaissance que la présente constitue un accord du Gouvernement Congolais quant au renouvellement tacite de l'Accord du 21 octobre 1969 relatif aux produits agricoles.

En égard à ce renouvellement, le Gouvernement de la République Démocratique du Congo prie le Gouvernement des Etas-Unis de bien vouloir accepter que le reliquat de l'exercice en cours, c'est-à-dire 27.000 tonnes de farine de blé et de blé, soit fourni au cours de l'exercice 1970 – 1971.

Tout en lui remerciant d'avance pour son obligeance en la matière, le Ministère saisit cette occasion pour renouveler à l'Ambassade les assurances de sa très haute considération.

Pour le Directeur de la Coopération Absent

[SEAL] P. LOLEKA

A L'AMBASSADE DES ETAS-UNIS D'AMÉRIQUE
A *Kinshasa.*

Translation

DEMOCRATIC REPUBLIC OF THE CONGO
MINISTRY OF FOREIGN AFFAIRS AND FOREIGN COMMERCE
OFFICE OF THE DIRECTOR OF
INTERNATIONAL COOPERATION

No. 13412/04721/70. KINSHASA, *July 7, 1970*

The Ministry of Foreign Affairs, Cooperation, and Foreign Commerce of the Democratic Republic of the Congo presents its compliments to the Embassy of the United States of America at Kinshasa and, with reference to its note No. 6 of March 24, 1970, has the honor to inform it that this present note shall constitute the agreement of the Congolese Government to the tacit renewal of the Agricultural Commodities Agreement of October 21, 1969.

In view of that renewal, the Government of the Democratic Republic of the Congo hereby requests that the Government of the United States be good enough to consent to having the amount remaining for the current fiscal year, i.e., 27,000 tons of wheat flour and wheat, delivered during fiscal year 1970–1971.

Thanking the Embassy in advance for its cooperation in this matter, the Ministry takes this opportunity to renew to the Embassy the assurances of its very high consideration.

For the Absent Director of Cooperation

[SEAL] P. LOLEKA

EMBASSY OF THE UNITED STATES
OF AMERICA,
Kinshasa.

LUXEMBOURG

Mutual Defense Assistance

Agreement amending Annex B to the agreement of January 27, 1950.
Effected by exchange of notes
Signed at Luxembourg June 18 and July 7, 1970;
Entered into force July 7, 1970.

The American Ambassador to the Minister of Foreign Affairs of Luxembourg

No. 25 LUXEMBOURG. *June 18, 1970*

EXCELLENCY:

I have the honor to refer to this Embassy's Note No. 11 of March 18, 1970, and to the Note dated March 27, 1970, [1] from the Ministry of Foreign Affairs regarding a revision of Annex B to the Mutual Defense Assistance Agreement between the United States of America and Luxembourg [2] to provide for funds for administrative expenses in connection with the Mutual Defense Assistance Program during the year ending June 30, 1970. It was agreed by this exchange of notes that Annex B would be amended to cover the period July 1, 1969 to June 30, 1970, and that no other change in the text need be made. It is accordingly proposed that the text of Annex B be amended to read as follows:

> "In implementation of paragraph 1 of Article V of the Mutual Defense Assistance Agreement the Government of Luxembourg in conjunction with the Government of Belgium, will deposit Luxembourg and Belgian francs at such times as requested in an account designated by the United States Embassy at Luxembourg and the United States Embassy at Brussels, not to exceed in total 16,250,000 Luxembourg and Belgian francs, for their use on behalf of the Government of the United States for administrative expenditures within Luxembourg and Belgium in connection with carrying out that Agreement for the period July 1, 1969–June 30, 1970."

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[1] Not printed.
[2] TIAS 2014; 1 UST 78.

Upon receipt of a note from Your Excellency indicating that the foregoing text is acceptable to the Luxembourg Government, the Government of the United States of America will consider that this note and the reply thereto constitute an agreement between the two Governments on this subject which shall enter into force on the date of Your Excellency's note.

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

KINGDON GOULD Jr.

His Excellency
GASTON THORN
Minister of Foreign Affairs
Grand Duchy of Luxembourg

The Minister of Foreign Affairs of Luxembourg to the American Ambassador

MINISTÈRE
DES AFFAIRES ÉTRANGÈRES

T. 2-9

LUXEMBOURG, *le 7 Juillet 1970*

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur d'accuser réception de la lettre no 25 que votre Excellence a bien voulu m'adresser au sujet de la modification de l'Annexe B de l'Accord pour la Défense Mutuelle entre le Luxembourg et les Etats-Unis d'Amérique.

Le Gouvernement luxembourgeois marque son accord sur le texte suivant.

"En exécution du paragraphe 1 de l'article V de l'Accord d'Aide pour la Défense Mutuelle, le Gouvernement luxembourgeois, conjointement avec le Gouvernement belge, déposera les francs luxembourgeois et belges lorsqu'il en sera requis, à un compte désigné par l'Ambassade des Etats-Unis à Bruxelles, dont le total ne dépassera pas 16.250.000 francs luxembourgeois et belges, pour qu'elles en fassent usage au nom des Etats-Unis, en vue du règlement des dépenses administratives au Luxembourg et an Belgique résultant de l'exécution de cet accord pour la période du 1er juillet 1969 au 30 juin 1970."

Je marque également mon accord à ce que la lettre de Votre Excellence et la présente réponse soient considérées comme constituant un accord entre les deux Gouvernements à ce sujet, accord qui entrera en vigueur à la date de ce jour.

Je saisis cette occasion, Monsieur l'Ambassadeur, pour renouveler à Votre Excellence les assurances de ma très haute considération.

Le Ministre des Affaires Etrangères,

GASTON THORN

Son Excellence
MONSIEUR KINGDON GOULD JR.
Ambassadeur des Etats-Unis d'Amérique
à Luxembourg

Translation

MINISTRY OF FOREIGN AFFAIRS

T. 2-9

LUXEMBOURG, *July 7, 1970*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of note No. 25 which Your Excellency was good enough to address to me regarding the revision of Annex B to the Mutual Defense Agreement between Luxembourg and the United States of America.

The Government of Luxembourg signifies its agreement to the following text.

[For the English language text, see p. 1580.]

I also signify my agreement that Your Excellency's note and this reply thereto be considered as constituting an agreement between the two Governments on this subject, which shall enter into force on this date.

I avail myself of this opportunity, Mr. Ambassador, to renew to Your Excellency the assurances of my very high consideration.

GASTON THORN

Minister of Foreign Affairs

His Excellency
KINGDON GOULD, JR.,
Ambassador of the
United States of America,
Luxembourg.

MULTILATERAL

Protection of Industrial Property

Convention done at Stockholm July 14, 1967;
Ratification advised by the Senate of the United States of America February 28, 1970;
Ratified by the President of the United States of America, except for articles 1 through 12, May 4, 1970;
Ratification of the United States of America deposited May 25, 1970;
Proclaimed by the President of the United States of America August 12, 1970;
Entered into force with respect to the United States of America, except for articles 1 through 12, September 5, 1970.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Paris Convention for the Protection of Industrial Property was revised at Stockholm on July 14, 1967, the text of which revised Convention, as certified by the Head of the Archives, Royal Ministry for Foreign Affairs, Stockholm, is as follows:

Convention de Paris pour la protection de la propriété industrielle

du 20 mars 1883
revisée
à Bruxelles le 14 décembre 1900, à Washington le 2 juin 1911,
à La Haye le 6 novembre 1925, à Londres le 2 juin 1934,
à Lisbonne le 31 octobre 1958
et à Stockholm le 14 juillet 1967

TIAS 6923

Convention de Paris pour la protection de la propriété industrielle [1]

du 20 mars 1883
revisée
à BRUXELLES le 14 décembre 1900, à WASHINGTON le 2 juin 1911,
à LA HAYE le 6 novembre 1925, à LONDRES le 2 juin 1934,
à LISBONNE le 31 octobre 1958
et à STOCKHOLM le 14 juillet 1967

Article premier

1) Les pays auxquels s'applique la présente Convention sont constitués à l'état d'Union pour la protection de la propriété industrielle.

2) La protection de la propriété industrielle a pour objet les brevets d'invention, les modèles d'utilité, les dessins ou modèles industriels, les marques de fabrique ou de commerce, les marques de service, le nom commercial et les indications de provenance ou appellations d'origine, ainsi que la répression de la concurrence déloyale.

3) La propriété industrielle s'entend dans l'acception la plus large et s'applique non seulement à l'industrie et au commerce proprement dits, mais également au domaine des industries agricoles et extractives et à tous produits fabriqués ou naturels, par exemple: vins, grains, feuilles de tabac, fruits, bestiaux, minéraux, eaux minérales, bières, fleurs, farines.

4) Parmi les brevets d'invention sont comprises les diverses espèces de brevets industriels admises par les législations des pays de l'Union, telles que brevets d'importation, brevets de perfectionnement, brevets et certificats d'addition, etc.

Article 2

1) Les ressortissants de chacun des pays de l'Union jouiront dans tous les autres pays de l'Union, en ce qui concerne la protection de la propriété industrielle, des avantages que les lois respectives accordent actuellement ou accorderont par la suite aux nationaux, le tout sans préjudice des droits spé-

[1] For the English language text, see p. 1630.

cialement prévus par la présente Convention. En conséquence, ils auront la même protection que ceux-ci et le même recours légal contre toute atteinte portée à leurs droits, sous réserve de l'accomplissement des conditions et formalités imposées aux nationaux.

2) Toutefois, aucune condition de domicile ou d'établissement dans le pays où la protection est réclamée ne peut être exigée des ressortissants de l'Union pour la jouissance d'aucun des droits de propriété industrielle.

3) Sont expressément réservées les dispositions de la législation de chacun des pays de l'Union relatives à la procédure judiciaire et administrative et à la compétence, ainsi qu'à l'élection de domicile ou à la constitution d'un mandataire, qui seraient requises par les lois sur la propriété industrielle.

Article 3

Sont assimilés aux ressortissants des pays de l'Union les ressortissants des pays ne faisant pas partie de l'Union qui sont domiciliés ou ont des établissements industriels ou commerciaux effectifs et sérieux sur le territoire de l'un des pays de l'Union.

Article 4

A. — 1) Celui qui aura régulièrement fait le dépôt d'une demande de brevet d'invention, d'un modèle d'utilité, d'un dessin ou modèle industriel, d'une marque de fabrique ou de commerce, dans l'un des pays de l'Union, ou son ayant cause, jouira, pour effectuer le dépôt dans les autres pays, d'un droit de priorité pendant les délais déterminés ci-après.

2) Est reconnu comme donnant naissance au droit de priorité tout dépôt ayant la valeur d'un dépôt national régulier, en vertu de la législation nationale de chaque pays de l'Union ou de traités bilatéraux ou multilatéraux conclus entre des pays de l'Union.

3) Par dépôt national régulier on doit entendre tout dépôt qui suffit à établir la date à laquelle la demande a été déposée dans le pays en cause, quel que soit le sort ultérieur de cette demande.

B. — En conséquence, le dépôt ultérieurement opéré dans l'un des autres pays de l'Union, avant l'expiration de ces délais, ne pourra être invalidé par des faits accomplis dans l'intervalle, soit, notamment, par un autre dépôt, par la publi-

cation de l'invention ou son exploitation, par la mise en vente d'exemplaires du dessin ou du modèle, par l'emploi de la marque, et ces faits ne pourront faire naître aucun droit de tiers ni aucune possession personnelle. Les droits acquis par des tiers avant le jour de la première demande qui sert de base au droit de priorité sont réservés par l'effet de la législation intérieure de chaque pays de l'Union.

C. — 1) Les délais de priorité mentionnés ci-dessus seront de douze mois pour les brevets d'invention et les modèles d'utilité, et de six mois pour les dessins ou modèles industriels et pour les marques de fabrique ou de commerce.

2) Ces délais commencent à courir de la date du dépôt de la première demande; le jour du dépôt n'est pas compris dans le délai.

3) Si le dernier jour du délai est un jour férié légal, ou un jour où le Bureau n'est pas ouvert pour recevoir le dépôt des demandes dans le pays où la protection est réclamée, le délai sera prorogé jusqu'au premier jour ouvrable qui suit.

4) Doit être considérée comme première demande dont la date de dépôt sera le point de départ du délai de priorité, une demande ultérieure ayant le même objet qu'une première demande antérieure au sens de l'alinéa 2) ci-dessus, déposée dans le même pays de l'Union, à la condition que cette demande antérieure, à la date du dépôt de la demande ultérieure, ait été retirée, abandonnée, ou refusée, sans avoir été soumise à l'inspection publique et sans laisser subsister de droits, et qu'elle n'ait pas encore servi de base pour la revendication du droit de priorité. La demande antérieure ne pourra plus alors servir de base pour la revendication du droit de priorité.

D. — 1) Quiconque voudra se prévaloir de la priorité d'un dépôt antérieur sera tenu de faire une déclaration indiquant la date et le pays de ce dépôt. Chaque pays déterminera à quel moment, au plus tard, cette déclaration devra être effectuée.

2) Ces indications seront mentionnées dans les publications émanant de l'Administration compétente, notamment sur les brevets et les descriptions y relatives.

3) Les pays de l'Union pourront exiger de celui qui fait une déclaration de priorité la production d'une copie de la demande (description, dessins, etc.) déposée antérieurement. La copie, certifiée conforme par l'Administration qui aura reçu cette demande, sera dispensée de toute légalisation et elle

pourra en tout cas être déposée, exempte de frais, à n'importe quel moment dans le délai de trois mois à dater du dépôt de la demande ultérieure. On pourra exiger qu'elle soit accompagnée d'un certificat de la date du dépôt émanant de cette Administration et d'une traduction.

4) D'autres formalités ne pourront être requises pour la déclaration de priorité au moment du dépôt de la demande. Chaque pays de l'Union déterminera les conséquences de l'omission des formalités prévues par le présent article, sans que ses conséquences puissent excéder la perte du droit de priorité.

5) Ultérieurement, d'autres justifications pourront être demandées.

Celui qui se prévaut de la priorité d'un dépôt antérieur sera tenu d'indiquer le numéro de ce dépôt; cette indication sera publiée dans les conditions prévues par l'alinéa 2) ci-dessus.

E. — 1) Lorsqu'un dessin ou modèle industriel aura été déposé dans un pays en vertu d'un droit de priorité basé sur le dépôt d'un modèle d'utilité, le délai de priorité ne sera que celui fixé pour les dessins ou modèles industriels.

2) En outre, il est permis de déposer dans un pays un modèle d'utilité en vertu d'un droit de priorité basé sur le dépôt d'une demande de brevet et inversement.

F. — Aucun pays de l'Union ne pourra refuser une priorité ou une demande de brevet pour le motif que le déposant revendique des priorités multiples, même provenant de pays différents, ou pour le motif qu'une demande revendiquant une ou plusieurs priorités contient un ou plusieurs éléments qui n'étaient pas compris dans la ou les demandes dont la priorité est revendiquée, à la condition, dans les deux cas, qu'il y ait unité d'invention, au sens de la loi du pays.

En ce qui concerne les éléments non compris dans la ou les demandes dont la priorité est revendiquée, le dépôt de la demande ultérieure donne naissance à un droit de priorité dans les conditions ordinaires.

G. — 1) Si l'examen révèle qu'une demande de brevet est complexe, le demandeur pourra diviser la demande en un certain nombre de demandes divisionnaires, en conservant comme date de chacune la date de la demande initiale et, s'il y a lieu, le bénéfice du droit de priorité.

2) Le demandeur pourra aussi, de sa propre initiative, diviser la demande de brevet, en conservant comme date de chaque demande divisionnaire la date de la demande initiale et, s'il y a lieu, le bénéfice du droit de priorité. Chaque pays de l'Union aura la faculté de déterminer les conditions auxquelles cette division sera autorisée.

H. — La priorité ne peut être refusée pour le motif que certains éléments de l'invention pour lesquels on revendique la priorité ne figurent pas parmi les revendications formulées dans la demande au pays d'origine, pourvu que l'ensemble des pièces de la demande révèle d'une façon précise lesdits éléments.

I. — 1) Les demandes de certificats d'auteur d'invention, déposées dans un pays où les déposants ont le droit de demander à leur choix soit un brevet, soit un certificat d'auteur d'invention, donneront naissance au droit de priorité institué par le présent article dans les mêmes conditions et avec les mêmes effets que les demandes de brevets d'invention.

2) Dans un pays où les déposants ont le droit de demander à leur choix soit un brevet, soit un certificat d'auteur d'invention, le demandeur d'un certificat d'auteur d'invention bénéficiera, selon les dispositions du présent article applicables aux demandes de brevets, du droit de priorité basé sur le dépôt d'une demande de brevet d'invention, de modèle d'utilité ou de certificat d'auteur d'invention.

Article 4bis

1) Les brevets demandés dans les différents pays de l'Union par des ressortissants de l'Union seront indépendants des brevets obtenus pour la même invention dans les autres pays, adhérents ou non à l'Union.

2) Cette disposition doit s'entendre d'une façon absolue, notamment en ce sens que les brevets demandés pendant le délai de priorité sont indépendants, tant au point de vue des causes de nullité et de déchéance qu'au point de vue de la durée normale.

3) Elle s'applique à tous les brevets existant au moment de sa mise en vigueur.

4) Il en sera de même, en cas d'accession de nouveaux pays, pour les brevets existant de part et d'autre au moment de l'accession.

5) Les brevets obtenus avec le bénéfice de la priorité jouiront, dans les différents pays de l'Union, d'une durée égale à celle dont ils jouiraient s'ils étaient demandés ou délivrés sans le bénéfice de la priorité.

Article 4ter

L'inventeur a le droit d'être mentionné comme tel dans le brevet.

Article 4quater

La délivrance d'un brevet ne pourra être refusée et un brevet ne pourra être invalidé pour le motif que la vente du produit breveté ou obtenu par un procédé breveté est soumise à des restrictions ou limitations résultant de la législation nationale.

Article 5

A. — 1) L'introduction, par le breveté, dans le pays où le brevet a été délivré, d'objets fabriqués dans l'un ou l'autre des pays de l'Union, n'entraînera pas la déchéance.

2) Chacun des pays de l'Union aura la faculté de prendre des mesures législatives prévoyant la concession de licences obligatoires, pour prévenir les abus qui pourraient résulter de l'exercice du droit exclusif conféré par le brevet, par exemple faute d'exploitation.

3) La déchéance du brevet ne pourra être prévue que pour le cas où la concession de licences obligatoires n'aurait pas suffi pour prévenir ces abus. Aucune action en déchéance ou en révocation d'un brevet ne pourra être introduite avant l'expiration de deux années à compter de la concession de la première licence obligatoire.

4) Une licence obligatoire ne pourra pas être demandée pour cause de défaut ou d'insuffisance d'exploitation avant l'expiration d'un délai de quatre années à compter du dépôt de la demande de brevet, ou de trois années à compter de la délivrance du brevet, le délai qui expire le plus tard devant être appliqué; elle sera refusée si le breveté justifie son inaction par des excuses légitimes. Une telle licence obligatoire sera non exclusive et ne pourra être transmise, même sous la forme de concession de sous-licence, qu'avec la partie de l'entreprise ou du fonds de commerce exploitant cette licence.

5) Les dispositions qui précèdent seront applicables, sous réserve des modifications nécessaires, aux modèles d'utilité.

B. — La protection des dessins et modèles industriels ne peut être atteinte par une déchéance quelconque, soit pour défaut d'exploitation, soit pour introduction d'objets conformes à ceux qui sont protégés.

C. — 1) Si, dans un pays, l'utilisation de la marque enregistrée est obligatoire, l'enregistrement ne pourra être annulé qu'après un délai équitable et si l'intéressé ne justifie pas des causes de son inaction.

2) L'emploi d'une marque de fabrique ou de commerce, par le propriétaire, sous une forme qui diffère, par des éléments n'altérant pas le caractère distinctif de la marque dans la forme sous laquelle celle-ci a été enregistrée dans l'un des pays de l'Union, n'entraînera pas l'invalidation de l'enregistrement et ne diminuera pas la protection accordée à la marque.

3) L'emploi simultané de la même marque sur des produits identiques ou similaires, par des établissements industriels ou commerciaux considérés comme copropriétaires de la marque d'après les dispositions de la loi nationale du pays où la protection est réclamée, n'empêchera pas l'enregistrement, ni ne diminuera d'aucune façon la protection accordée à ladite marque dans n'importe quel pays de l'Union, pourvu que ledit emploi n'ait pas pour effet d'induire le public en erreur et qu'il ne soit pas contraire à l'intérêt public.

D. — Aucun signe ou mention du brevet, du modèle d'utilité, de l'enregistrement de la marque de fabrique ou de commerce, ou du dépôt du dessin ou modèle industriel ne sera exigé sur le produit pour la reconnaissance du droit.

Article 5bis

1) Un délai de grâce, qui devra être au minimum de six mois, sera accordé pour le paiement des taxes prévues pour le maintien des droits de propriété industrielle, moyennant le versement d'une surtaxe, si la législation nationale en impose une.

2) Les pays de l'Union ont la faculté de prévoir la restauration des brevets d'invention tombés en déchéance par suite de non-paiement de taxes.

Article 5ter

Dans chacun des pays de l'Union ne seront pas considérés comme portant atteinte aux droits du breveté:

1° l'emploi, à bord des navires des autres pays de l'Union, des moyens faisant l'objet de son brevet dans le corps du navire, dans les machines, agrès, apparaux et autres accessoires, lorsque ces navires pénétreront temporairement ou accidentellement dans les eaux du pays, sous réserve que ces moyens y soient employés exclusivement pour les besoins du navire;

2° l'emploi des moyens faisant l'objet du brevet dans la construction ou le fonctionnement des engins de locomotion aérienne ou terrestre des autres pays de l'Union ou des accessoires de ces engins, lorsque ceux-ci pénétreront temporairement ou accidentellement dans ce pays.

Article 5quater

Lorsqu'un produit est introduit dans un pays de l'Union où il existe un brevet protégeant un procédé de fabrication dudit produit, le breveté aura, à l'égard du produit introduit, tous les droits que la législation du pays d'importation lui accorde, sur la base du brevet de procédé, à l'égard des produits fabriqués dans le pays même.

Article 5quinquies

Les dessins et modèles industriels seront protégés dans tous les pays de l'Union.

Article 6

1) Les conditions de dépôt et d'enregistrement des marques de fabrique ou de commerce seront déterminées dans chaque pays de l'Union par sa législation nationale.

2) Toutefois, une marque déposée par un ressortissant d'un pays de l'Union dans un quelconque des pays de l'Union ne pourra être refusée ou invalidée pour le motif qu'elle n'aura pas été déposée, enregistrée ou renouvelée au pays d'origine.

3) Une marque régulièrement enregistrée dans un pays de l'Union sera considérée comme indépendante des marques enregistrées dans les autres pays de l'Union, y compris le pays d'origine.

Article 6bis

1) Les pays de l'Union s'engagent, soit d'office si la législation du pays le permet, soit à la requête de l'intéressé, à refuser ou à invalider l'enregistrement et à interdire l'usage d'une marque de fabrique ou de commerce qui constitue la reproduction, l'imitation ou la traduction, susceptibles de créer une confusion, d'une marque que l'autorité compétente du pays de l'enregistrement ou de l'usage estimera y être notoirement connue comme étant déjà la marque d'une personne admise à bénéficier de la présente Convention et utilisée pour des produits identiques ou similaires. Il en sera de même lorsque la partie essentielle de la marque constitue la reproduction d'une telle marque notoirement connue ou une imitation susceptible de créer une confusion avec celle-ci.

2) Un délai minimum de cinq années à compter de la date de l'enregistrement devra être accordé pour réclamer la radiation d'une telle marque. Les pays de l'Union ont la faculté de prévoir un délai dans lequel l'interdiction d'usage devra être réclamée.

3) Il ne sera pas fixé de délai pour réclamer la radiation ou l'interdiction d'usage des marques enregistrées ou utilisées de mauvaise foi.

Article 6ter

1) *a)* Les pays de l'Union conviennent de refuser ou d'invalider l'enregistrement et d'interdire, par des mesures appropriées, l'utilisation, à défaut d'autorisation des pouvoirs compétents, soit comme marque de fabrique ou de commerce, soit comme élément de ces marques, des armoiries, drapeaux et autres emblèmes d'Etat des pays de l'Union, signes et poinçons officiels de contrôle et de garantie adoptés par eux, ainsi que toute imitation au point de vue héraldique.

b) Les dispositions figurant sous la lettre *a)* ci-dessus s'appliquent également aux armoiries, drapeaux et autres emblèmes, sigles ou dénominations des organisations internationales intergouvernementales dont un ou plusieurs pays de l'Union sont membres, à l'exception des armoiries, drapeaux et autres emblèmes, sigles ou dénominations qui ont déjà fait l'objet d'accords internationaux en vigueur destinés à assurer leur protection.

c) Aucun pays de l'Union ne pourra être tenu d'appliquer des dispositions figurant sous la lettre *b)* ci-dessus au détriment des titulaires de droits acquis de bonne foi avant l'entrée

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en vigueur, dans ce pays, de la présente Convention. Les pays de l'Union ne sont pas tenus d'appliquer lesdites dispositions lorsque l'utilisation ou l'enregistrement visé sous la lettre *a)* ci-dessus n'est pas de nature à suggérer, dans l'esprit du public, un lien entre l'organisation en cause et les armoiries, drapeaux, emblèmes, sigles ou dénominations, ou si cette utilisation ou enregistrement n'est vraisemblablement pas de nature à abuser le public sur l'existence d'un lien entre l'utilisateur et l'organisation.

2) L'interdiction des signes et poinçons officiels de contrôle et de garantie s'appliquera seulement dans les cas où les marques qui les comprendront seront destinées à être utilisées sur des marchandises du même genre ou d'un genre similaire.

3) *a)* Pour l'application de ces dispositions, les pays de l'Union conviennent de se communiquer réciproquement, par l'intermédiaire du Bureau international, la liste des emblèmes d'Etat, signes et poinçons officiels de contrôle et de garantie, qu'ils désirent ou désireront placer, d'une façon absolue ou dans certaines limites, sous la protection du présent article, ainsi que toutes modifications ultérieures apportées à cette liste. Chaque pays de l'Union mettra à la disposition du public, en temps utile, les listes notifiées.

Toutefois, cette notification n'est pas obligatoire en ce qui concerne les drapeaux des Etats.

b) Les dispositions figurant sous la lettre *b)* de l'alinéa 1) du présent article ne sont applicables qu'aux armoiries, drapeaux et autres emblèmes, sigles ou dénominations des organisations internationales intergouvernementales que celles-ci ont communiqués aux pays de l'Union par l'intermédiaire du Bureau international.

4) Tout pays de l'Union pourra, dans un délai de douze mois à partir de la réception de la notification, transmettre, par l'intermédiaire du Bureau international, au pays ou à l'organisation internationale intergouvernementale intéressés, ses objections éventuelles.

5) Pour les drapeaux de l'Etat, les mesures prévues à l'alinéa 1) ci-dessus s'appliqueront seulement aux marques enregistrées après le 6 novembre 1925.

6) Pour les emblèmes d'Etat autres que les drapeaux, pour les signes et poinçons officiels des pays de l'Union et pour les armoiries, drapeaux et autres emblèmes, sigles ou dénominations des organisations internationales intergouverne-

mentales, ces dispositions ne seront applicables qu'aux marques enregistrées plus de deux mois après réception de la notification prévue à l'alinéa 3) ci-dessus.

7) En cas de mauvaise foi, les pays auront la faculté de faire radier même les marques enregistrées avant le 6 novembre 1925 et comportant des emblèmes d'Etat, signes et poinçons.

8) Les nationaux de chaque pays qui seraient autorisés à faire usage des emblèmes d'Etat, signes et poinçons de leur pays, pourront les utiliser, même s'il y avait similitude avec ceux d'un autre pays.

9) Les pays de l'Union s'engagent à interdire l'usage non autorisé, dans le commerce, des armoiries d'Etat des autres pays de l'Union, lorsque cet usage sera de nature à induire en erreur sur l'origine des produits.

10) Les dispositions qui précèdent ne font pas obstacle à l'exercice, par les pays, de la faculté de refuser ou d'invalider, par application du chiffre 3 de la lettre B de l'article 6quinquies, les marques contenant, sans autorisation, des armoiries, drapeaux et autres emblèmes d'Etat, ou des signes et poinçons officiels adoptés par un pays de l'Union, ainsi que des signes distinctifs des organisations internationales intergouvernementales mentionnés à l'alinéa 1) ci-dessus.

Article 6quater

1) Lorsque, conformément à la législation d'un pays de l'Union, la cession d'une marque n'est valable que si elle a lieu en même temps que le transfert de l'entreprise ou du fonds de commerce auquel la marque appartient, il suffira, pour que cette validité soit admise, que la partie de l'entreprise ou du fonds de commerce située dans ce pays soit transmise au cessionnaire avec le droit exclusif d'y fabriquer ou d'y vendre les produits portant la marque cédée.

2) Cette disposition n'impose pas aux pays de l'Union l'obligation de considérer comme valable le transfert de toute marque dont l'usage par le cessionnaire serait, en fait, de nature à induire le public en erreur, notamment en ce qui concerne la provenance, la nature ou les qualités substantielles des produits auxquels la marque est appliquée.

Article 6quinquies

A. — 1) Toute marque de fabrique ou de commerce régulièrement enregistrée dans le pays d'origine sera admise au

dépôt et protégée telle quelle dans les autres pays de l'Union, sous les réserves indiquées au présent article. Ces pays pourront, avant de procéder à l'enregistrement définitif, exiger la production d'un certificat d'enregistrement au pays d'origine, délivré par l'autorité compétente. Aucune légalisation ne sera requise pour ce certificat.

2) Sera considéré comme pays d'origine le pays de l'Union où le déposant a un établissement industriel ou commercial effectif et sérieux, et, s'il n'a pas un tel établissement dans l'Union, le pays de l'Union où il a son domicile, et, s'il n'a pas de domicile dans l'Union, le pays de sa nationalité, au cas où il est ressortissant d'un pays de l'Union.

B. — Les marques de fabrique ou de commerce, visées par le présent article, ne pourront être refusées à l'enregistrement ou invalidées que dans les cas suivants:

1° lorsqu'elles sont de nature à porter atteinte à des droits acquis par des tiers dans le pays où la protection est réclamée;

2° lorsqu'elles sont dépourvues de tout caractère distinctif, ou bien composées exclusivement de signes ou d'indication pouvant servir, dans le commerce, pour désigner l'espèce, la qualité, la quantité, la destination, la valeur, le lieu d'origine des produits ou l'époque de production, ou devenus usuels dans le langage courant ou les habitudes loyales et constantes du commerce du pays où la protection est réclamée;

3° lorsqu'elles sont contraires à la morale ou à l'ordre public et notamment de nature à tromper le public. Il est entendu qu'une marque ne pourra être considérée comme contraire à l'ordre public pour la seule raison qu'elle n'est pas conforme à quelque disposition de la législation sur les marques, sauf le cas où cette disposition elle-même concerne l'ordre public.

Est toutefois réservée l'application de l'article 10bis.

C. — 1) Pour apprécier si la marque est susceptible de protection, on devra tenir compte de toutes les circonstances de fait, notamment de la durée de l'usage de la marque.

2) Ne pourront être refusées dans les autres pays de l'Union les marques de fabrique ou de commerce pour le seul motif qu'elles ne diffèrent des marques protégées dans le pays d'origine que par des éléments n'altérant pas le caractère distinctif et ne touchant pas à l'identité des marques, dans la

forme sous laquelle celles-ci ont été enregistrées audit pays d'origine.

D. — Nul ne pourra bénéficier des dispositions du présent article si la marque dont il revendique la protection n'est pas enregistrée au pays d'origine.

E. — Toutefois, en aucun cas, le renouvellement de l'enregistrement d'une marque dans le pays d'origine n'entraînera l'obligation de renouveler l'enregistrement dans les autres pays de l'Union où la marque aura été enregistrée.

F. — Le bénéfice de la priorité reste acquis aux dépôts de marques effectués dans le délai de l'article 4, même lorsque l'enregistrement dans le pays d'origine n'intervient qu'après l'expiration de ce délai.

Article 6sexies

Les pays de l'Union s'engagent à protéger les marques de service. Ils ne sont pas tenus de prévoir l'enregistrement de ces marques.

Article 6septies

1) Si l'agent ou le représentant de celui qui est titulaire d'une marque dans un des pays de l'Union demande, sans l'autorisation de ce titulaire, l'enregistrement de cette marque en son propre nom, dans un ou plusieurs de ces pays, le titulaire aura le droit de s'opposer à l'enregistrement demandé ou de réclamer la radiation ou, si la loi du pays le permet, le transfert à son profit dudit enregistrement, à moins que cet agent ou représentant ne justifie de ses agissements.

2) Le titulaire de la marque aura, sous les réserves de l'alinéa 1) ci-dessus, le droit de s'opposer à l'utilisation de sa marque par son agent ou représentant, s'il n'a pas autorisé cette utilisation.

3) Les législations nationales ont la faculté de prévoir un délai équitable dans lequel le titulaire d'une marque devra faire valoir les droits prévus au présent article.

Article 7

La nature du produit sur lequel la marque de fabrique ou de commerce doit être apposée ne peut, dans aucun cas, faire obstacle à l'enregistrement de la marque.

Article 7bis

1) Les pays de l'Union s'engagent à admettre au dépôt et à protéger les marques collectives appartenant à des collectivités dont l'existence n'est pas contraire à la loi du pays d'origine, même si ces collectivités ne possèdent pas un établissement industriel ou commercial.

2) Chaque pays sera juge des conditions particulières sous lesquelles une marque collective sera protégée, et il pourra refuser la protection si cette marque est contraire à l'intérêt public.

3) Cependant, la protection de ces marques ne pourra être refusée à aucune collectivité dont l'existence n'est pas contraire à la loi du pays d'origine, pour le motif qu'elle n'est pas établie dans le pays où la protection est requise ou qu'elle n'est pas constituée conformément à la législation de ce pays.

Article 8

Le nom commercial sera protégé dans tous les pays de l'Union sans obligation de dépôt ou d'enregistrement, qu'il fasse ou non partie d'une marque de fabrique ou de commerce.

Article 9

1) Tout produit portant illicitement une marque de fabrique ou de commerce ou un nom commercial, sera saisi à l'importation dans ceux des pays de l'Union dans lesquels cette marque ou ce nom commercial ont droit à la protection légale.

2) La saisie sera également effectuée dans le pays où l'apposition illicite aura eu lieu, ou dans les pays où aura été importé le produit.

3) La saisie aura lieu à la requête soit du Ministère public, soit de toute autre autorité compétente, soit d'une partie intéressée, personne physique ou morale, conformément à la législation intérieure de chaque pays.

4) Les autorités ne seront pas tenues d'effectuer la saisie en cas de transit.

5) Si la législation d'un pays n'admet pas la saisie à l'importation, la saisie sera remplacée par la prohibition d'importation ou la saisie à l'intérieur.

6) Si la législation d'un pays n'admet ni la saisie à l'importation, ni la prohibition d'importation, ni la saisie à l'inté-

rieur, et en attendant que cette législation soit modifiée en conséquence, ces mesures seront remplacées par les actions et moyens que la loi de ce pays assurerait en pareil cas aux nationaux.

Article 10

1) Les dispositions de l'article précédent seront applicables en cas d'utilisation directe ou indirecte d'une indication fausse concernant la provenance du produit ou l'identité du producteur, fabricant ou commerçant.

2) Sera en tout cas reconnu comme partie intéressée, que ce soit une personne physique ou morale, tout producteur, fabricant ou commerçant engagé dans la production, la fabrication ou le commerce de ce produit et établi soit dans la localité faussement indiquée comme lieu de provenance, soit dans la région où cette localité est située, soit dans le pays faussement indiqué, soit dans le pays où la fausse indication de provenance est employée.

Article 10bis

1) Les pays de l'Union sont tenus d'assurer aux ressortissants de l'Union une protection effective contre la concurrence déloyale.

2) Constitue un acte de concurrence déloyale tout acte de concurrence contraire aux usages honnêtes en matière industrielle ou commerciale.

3) Notamment devront être interdits:

1° tous faits quelconques de nature à créer une confusion par n'importe quel moyen avec l'établissement, les produits ou l'activité industrielle ou commerciale d'un concurrent;

2° les allégations fausses, dans l'exercice du commerce, de nature à discréditer l'établissement, les produits ou l'activité industrielle ou commerciale d'un concurrent;

3° les indications ou allégations dont l'usage, dans l'exercice du commerce, est susceptible d'induire le public en erreur sur la nature, le mode de fabrication, les caractéristiques, l'aptitude à l'emploi ou la quantité des marchandises.

Article 10ter

1) Les pays de l'Union s'engagent à assurer aux ressortissants des autres pays de l'Union des recours légaux appro-

priés pour réprimer efficacement tous les actes visés aux articles 9, 10 et 10bis.

2) Ils s'engagent, en outre, à prévoir des mesures pour permettre aux syndicats et associations représentant les industriels, producteurs ou commerçants intéressés et dont l'existence n'est pas contraire aux lois de leurs pays, d'agir en justice ou auprès des autorités administratives, en vue de la répression des actes prévus par les articles 9, 10 et 10bis, dans la mesure où la loi du pays dans lequel la protection est réclamée le permet aux syndicats et associations de ce pays.

Article 11

1) Les pays de l'Union accorderont, conformément à leur législation intérieure, une protection temporaire aux inventions brevetables, aux modèles d'utilité, aux dessins ou modèles industriels ainsi qu'aux marques de fabrique ou de commerce, pour les produits qui figureront aux expositions internationales officielles ou officiellement reconnues organisées sur le territoire de l'un deux.

2) Cette protection temporaire ne prolongera pas les délais de l'article 4. Si, plus tard, le droit de priorité est invoqué, l'Administration de chaque pays pourra faire partir le délai de la date de l'introduction du produit dans l'exposition.

3) Chaque pays pourra exiger, comme preuve de l'identité de l'objet exposé et de la date d'introduction, les pièces justificatives qu'il jugera nécessaire.

Article 12

1) Chacun des pays de l'Union s'engage à établir un service spécial de la propriété industrielle et un dépôt central pour la communication au public des brevets d'invention des modèles d'utilité, des dessins ou modèles industriels et des marques de fabrique ou de commerce.

2) Ce service publiera une feuille périodique officielle. Il publiera régulièrement:

a) les noms des titulaires des brevets délivrés, avec une brève désignation des inventions brevetées;

b) les reproductions des marques enregistrées.

Article 13

1) *a)* L'Union a une Assemblée composée des pays de l'Union liés par les articles 13 à 17.

b) Le Gouvernement de chaque pays est représenté par un délégué, qui peut être assisté de suppléants, de conseillers et d'experts.

c) Les dépenses de chaque délégation sont supportées par le Gouvernemcnt qui l'a désignée.

2) *a)* L'Assemblée:

i) traite de toutes les questions concernant le maintien et le développement de l'Union et l'application de la présente Convention;

ii) donne au Bureau international de la Propriété intellectuellc (ci-après dénommé « le Bureau international ») visé dans la Convention instituant l'Organisation Mondialc de la Propriété Intellectuelle (ci-après dénommée «l'Organisation») des directives concernant la préparation des conférences de revision, compte étant dûment tenu des observations des pays de l'Union qui ne sont pas liés par les articles 13 à 17;

iii) examine et approuve les rapports et les activités du Directeur général de l'Organisation relatifs à l'Union et lui donne toutes directives utiles concernant les questions de la compétence de l'Union;

iv) élit les membres du Comité exécutif de l'Assemblée;

v) examine et approuve les rapports et les activités de son Comité exécutif et lui donne des directives;

vi) arrête le programme, adopte le budget triennal de l'Union et approuve ses comptes de clôture;

vii) adopte le règlement financier de l'Union;

viii) crée les comités d'experts et groupes de travail qu'elle juge utiles à la réalisation des objectifs de l'Union;

ix) décide quels sont les pays non membres de l'Union et quelles sont les organisations intergouvernementales et internationales non gouvernementales qui peuvent être admis à ses réunions en qualité d'observateurs;

x) adopte les modifications des articles 13 à 17;

xi) entreprend toute autre action appropriée en vue d'atteindre les objectifs de l'Union;

xii) s'acquitte de toutes autres tâches qu'implique la présente Convention;

xiii) exerce, sous réserve qu'elle les accepte, les droits qui lui sont conférés par la Convention instituant l'Organisation.

b) Sur les questions qui intéressent également d'autres Unions administrées par l'Organisation, l'Assemblée statue connaissance prise de l'avis du Comité de Coordination de l'Organisation.

3) *a)* Sous réserve des dispositions du sous-alinéa *b)*, un délégué ne peut représenter qu'un seul pays.

b) Des pays de l'Union groupés en vertu d'un arrangement particulier au sein d'un office commun ayant pour chacun d'eux le caractère de service national spécial de la propriété industrielle visé à l'article 12 peuvent être, au cours des discussions, représentés dans leur ensemble par l'un d'eux.

4) *a)* Chaque pays membre de l'Assemblée dispose d'une voix.

b) La moitié des pays membres de l'Assemblée constitue le quorum.

c) Nonobstant les dispositions du sous-alinéa *b)*, si, lors d'une session, le nombre des pays représentés est inférieur à la moitié mais égal ou supérieur au tiers des pays membres de l'Assemblée, celle-ci peut prendre des décisions; toutefois, les décisions de l'Assemblée, à l'exception de celles qui concernent sa procédure, ne deviennent exécutoires que lorsque les conditions énoncées ci-après sont remplies. Le Bureau international communique lesdites décisions aux pays membres de l'Assemblée qui n'étaient pas représentés, en les invitant à exprimer par écrit, dans un délai de trois mois à compter de la date de ladite communication, leur vote ou leur abstention. Si, à l'expiration de ce délai, le nombre des pays ayant ainsi exprimé leur vote ou leur abstention est au moins égal au nombre de pays qui faisait défaut pour que le quorum fût atteint lors de la session, lesdites décisions deviennent exécutoires, pourvu qu'en même temps la majorité nécessaire reste acquise.

d) Sous réserve des dispositions de l'article 17.2), les décisions de l'Assemblée sont prises à la majorité des deux tiers des votes exprimés.

e) L'abstention n'est pas considérée comme un vote.

5) *a)* Sous réserve du sous-alinéa *b)*, un délégué ne peut voter qu'au nom d'un seul pays.

b) Les pays de l'Union visés à l'alinéa 3)*b)* s'efforcent, en règle générale, de se faire représenter aux sessions de l'Assemblée par leurs propres délégations. Toutefois, si, pour des raisons exceptionnelles, l'un desdits pays ne peut se faire représenter par sa propre délégation, il peut donner à la délégation

d'un autre de ces pays le pouvoir de voter en son nom, étant entendu qu'une délégation ne peut voter par procuration que pour un seul pays. Tout pouvoir à cet effet doit faire l'objet d'un acte signé par le chef de l'Etat ou par le ministre compétent.

6) Les pays de l'Union qui ne sont pas membres de l'Assemblée sont admis à ses réunions en qualité d'observateurs.

7) *a)* L'Assemblée se réunit une fois tous les trois ans en session ordinaire sur convocation du Directeur général et, sauf cas exceptionnels, pendant la même période et au même lieu que l'Assemblée générale de l'Organisation.

b) L'Assemblée se réunit en session extraordinaire sur convocation adressée par le Directeur général, à la demande du Comité exécutif ou à la demande d'un quart des pays membres de l'Assemblée.

8) L'Assemblée adopte son règlement intérieur.

Article 14

1) L'Assemblée a un Comité exécutif.

2) *a)* Le Comité exécutif est composé des pays élus par l'Assemblée parmi les pays membres de celle-ci. En outre, le pays sur le territoire duquel l'Organisation a son siège dispose, *ex officio*, d'un siège au Comité, sous réserve des dispositions de l'article 16.7)*b)*.

b) Le Gouvernement de chaque pays membre du Comité exécutif est représenté par un délégué, qui peut être assisté de suppléants, de conseillers et d'experts.

c) Les dépenses de chaque délégation sont supportées par le Gouvernement qui l'a désignée.

3) Le nombre des pays membres du Comité exécutif correspond au quart du nombre des pays membres de l'Assemblée. Dans le calcul des sièges à pourvoir, le reste subsistant après la division par quatre n'est pas pris en considération.

4) Lors de l'élection des membres du Comité exécutif, l'Assemblée tient compte d'une répartition géographique équitable et de la nécessité pour tous les pays parties aux Arrangements particuliers établis en relation avec l'Union d'être parmi les pays constituant le Comité exécutif.

5) *a)* Les membres du Comité exécutif restent en fonctions à partir de la clôture de la session de l'Assemblée au cours de laquelle ils ont été élus jusqu'au terme de la session ordinaire suivante de l'Assemblée.

b) Les membres du Comité exécutif sont rééligibles dans la limite maximale des deux tiers d'entre eux.

c) L'Assemblée réglemente les modalités de l'élection et de la réélection éventuelle des membres du Comité exécutif.

6) *a)* Le Comité exécutif:

i) prépare le projet d'ordre du jour de l'Assemblée;

ii) soumet à l'Assemblée des propositions relatives aux projets de programme et de budget triennal de l'Union préparés par le Directeur général;

iii) se prononce, dans les limites du programme et du budget triennal, sur les programmes et budgets annuels préparés par le Directeur général;

iv) soumet à l'Assemblée, avec les commentaires appropriés, les rapports périodiques du Directeur général et les rapports annuels de vérification des comptes;

v) prend toutes mesures utiles en vue de l'exécution du programme de l'Union par le Directeur général, conformément aux décisions de l'Assemblée et en tenant compte des circonstances survenant entre deux sessions ordinaires de ladite Assemblée;

vi) s'acquitte de toutes autres tâches qui lui sont attribuées dans le cadre de la présente Convention.

b) Sur les questions qui intéressent également d'autres Unions administrées par l'Organisation, le Comité exécutif statue connaissance prise de l'avis du Comité de coordination de l'Organisation.

7) *a)* Le Comité exécutif se réunit une fois par an en session ordinaire, sur convocation du Directeur général, autant que possible pendant la même période et au même lieu que le Comité de coordination de l'Organisation.

b) Le Comité exécutif se réunit en session extraordinaire sur convocation adressée par le Directeur général soit à l'initiative de celui-ci, soit à la demande de son président ou d'un quart de ses membres.

8) *a)* Chaque pays membre du Comité exécutif dispose d'une voix.

b) La moitié des pays membres du Comité exécutif constitue le quorum.

c) Les décisions sont prises à la majorité simple des votes exprimés.

d) L'abstention n'est pas considérée comme un vote.

e) Un délégué ne peut représenter qu'un seul pays et ne peut voter qu'au nom de celui-ci.

9) Les pays de l'Union qui ne sont pas membres du Comité exécutif sont admis à ses réunions en qualité d'observateurs.

10) Le Comité exécutif adopte son règlement intérieur.

Article 15

1) *a)* Les tâches administratives incombant à l'Union sont assurées par le Bureau international, qui succède au Bureau de l'Union réuni avec le Bureau de l'Union institué par la Convention internationale pour la protection des œuvres littéraires et artistiques.

b) Le Bureau international assure notamment le secrétariat des divers organes de l'Union.

c) Le Directeur général de l'Organisation est le plus haut fonctionnaire de l'Union et la représente.

2) Le Bureau international rassemble et publie les informations concernant la protection de la propriété industrielle. Chaque pays de l'Union communique aussitôt que possible au Bureau international le texte de toute nouvelle loi ainsi que tous textes officiels concernant la protection de la propriété industrielle. Il fournit, en outre, au Bureau international toutes publications de ses services compétents en matière de propriété industrielle qui touchent directement la protection de la propriété industrielle et sont jugées par le Bureau international comme présentant un intérêt pour ses activités.

3) Le Bureau international publie un périodique mensuel.

4) Le Bureau international fournit, à tout pays de l'Union, sur sa demande, des renseignements sur les questions relatives à la protection de la propriété industrielle.

5) Le Bureau international procède à des études et fournit des services destinés à faciliter la protection de la propriété industrielle.

6) Le Directeur général et tout membre du personnel désigné par lui prennent part, sans droit de vote, à toutes les réunions de l'Assemblée, du Comité exécutif et de tout autre comité d'experts ou groupe de travail. Le Directeur général ou un membre du personnel désigné par lui est d'office secrétaire de ces organes.

7) *a)* Le Bureau international, selon les directives de l'Assemblée et en coopération avec le Comité exécutif, pré-

pare les conférences de revision des dispositions de la Convention autres que les articles 13 à 17.

b) Le Bureau international peut consulter des organisations intergouvernementales et internationales non gouvernementales sur la préparation des conférences de revision.

c) Le Directeur général et les personnes désignées par lui prennent part, sans droit de vote, aux délibérations dans ces conférences.

8) Le Bureau international exécute toutes autres tâches qui lui sont attribuées.

Article 16

1) *a)* L'Union a un budget.

b) Le budget de l'Union comprend les recettes et les dépenses propres à l'Union, sa contribution au budget des dépenses communes aux Unions, ainsi que, le cas échéant, la somme mise à la disposition du budget de la Conférence de l'Organisation.

c) Sont considérées comme dépenses communes aux Unions les dépenses qui ne sont pas attribuées exclusivement à l'Union, mais également à une ou plusieurs autres Unions administrées par l'Organisation. La part de l'Union dans ces dépenses communes est proportionnelle à l'intérêt que ces dépenses présentent pour elle.

2) Le budget de l'Union est arrêté compte tenu des exigences de coordination avec les budgets des autres Unions administrées par l'Organisation.

3) Le budget de l'Union est financé par les ressources suivantes:

i) les contributions des pays de l'Union;

ii) les taxes et sommes dues pour les services rendus par le Bureau international au titre de l'Union;

iii) le produit de la vente des publications du Bureau international concernant l'Union et les droits afférents à ces publications;

iv) les dons, legs et subventions;

v) les loyers, intérêts et autres revenus divers.

4) *a)* Pour déterminer sa part contributive dans le budget, chaque pays de l'Union est rangé dans une classe et paie ses contributions annuelles sur la base d'un nombre d'unités fixé comme suit:

Classe I	25
Classe II	20
Classe III	15
Classe IV	10
Classe V	5
Classe VI	3
Classe VII. . . .	1

b) A moins qu'il ne l'ait fait précédemment, chaque pays indique, au moment du dépôt de son instrument de ratification ou d'adhésion, la classe dans laquelle il désire être rangé. Il peut changer de classe. S'il choisit une classe inférieure, le pays doit en faire part à l'Assemblée lors d'une de ses sessions ordinaires. Un tel changement prend effet au début de l'année civile suivant ladite session.

c) La contribution annuelle de chaque pays consiste en un montant dont le rapport à la somme totale des contributions annuelles au budget de l'Union de tous les pays est le même que le rapport entre le nombre des unités de la classe dans laquelle il est rangé et le nombre total des unités de l'ensemble des pays.

d) Les contributions sont dues au premier janvier de chaque année.

e) Un pays en retard dans le paiement de ses contributions ne peut exercer son droit de vote, dans aucun des organes de l'Union dont il est membre, si le montant de son arriéré est égal ou supérieur à celui des contributions dont il est redevable pour les deux années complètes écoulées. Cependant, un tel pays peut être autorisé à conserver l'exercice de son droit de vote au sein dudit organe aussi longtemps que ce dernier estime que le retard résulte de circonstances exceptionnelles et inévitables.

f) Dans le cas où le budget n'est pas adopté avant le début d'un nouvel exercice, le budget de l'année précédente est reconduit selon les modalités prévues par le règlement financier.

5) Le montant des taxes et sommes dues pour des services rendus par le Bureau international au titre de l'Union est fixé par le Directeur général, qui en fait rapport à l'Assemblée et au Comité exécutif.

6) *a)* L'Union possède un fonds de roulement constitué par un versement unique effectué par chaque pays de l'Union. Si le fonds devient insuffisant, l'Assemblée décide de son augmentation.

b) Le montant du versement initial de chaque pays au fonds précité ou de sa participation à l'augmentation de celui-ci est proportionnel à la contribution de ce pays pour l'année au cours de laquelle le fonds est constitué ou l'augmentation décidée.

c) La proportion et les modalités de versement sont arrêtées par l'Assemblée sur proposition du Directeur général et après avis du Comité de coordination de l'Organisation.

7) *a)* L'Accord de siège conclu avec le pays sur le territoire duquel l'Organisation a son siège prévoit que, si le fonds de roulement est insuffisant, ce pays accorde des avances. Le montant de ces avances et les conditions dans lesquelles elles sont accordées font l'objet, dans chaque cas, d'accords séparés entre le pays en cause et l'organisation. Aussi longtemps qu'il est tenu d'accorder des avances, ce pays dispose *ex officio* d'un siège au Comité exécutif.

b) Le pays visé au sous-alinéa *a)* et l'Organisation ont chacun le droit de dénoncer l'engagement d'accorder des avances moyennant notification par écrit. La dénonciation prend effet trois ans après la fin de l'année au cours de laquelle elle a été notifiée.

8) La vérification des comptes est assurée, selon les modalités prévues par le règlement financier, par un ou plusieurs pays de l'Union ou par des contrôleurs extérieurs, qui sont, avec leur consentement, désignés par l'Assemblée.

Article 17

1) Des propositions de modification des articles 13, 14, 15, 16 et du présent article peuvent être présentées par tout pays membre de l'Assemblée, par le Comité exécutif ou par le Directeur général. Ces propositions sont communiquées par ce dernier aux pays membres de l'Assemblée six mois au moins avant d'être soumises à l'examen de l'Assemblée.

2) Toute modification des articles visés à l'alinéa 1) est adoptée par l'Assemblée. L'adoption requiert les trois quarts des votes exprimés; toutefois, toute modification de l'article 13 et du présent alinéa requiert les quatre cinquièmes des votes exprimés.

3) Toute modification des articles visés à l'alinéa 1) entre en vigueur un mois après la réception par le Directeur général des notifications écrites d'acceptation, effectuée en conformité avec leurs règles constitutionnelles respectives, de la

part des trois quarts des pays qui étaient membres de l'Assemblée au moment où la modification a été adoptée. Toute modification desdits articles ainsi acceptée lie tous les pays qui sont membres de l'Assemblée au moment où la modification entre en vigueur ou qui en deviennent membres à une date ultérieure; toutefois, toute modification qui augmente les obligations financières des pays de l'Union ne lie que ceux d'entre eux qui ont notifié leur acceptation de ladite modification.

Article 18

1) La présente Convention sera soumise à des revisions en vue d'y introduire les améliorations de nature à perfectionner le système de l'Union.

2) A cet effet, des conférences auront lieu, successivement, dans l'un des pays de l'Union, entre les délégués desdits pays.

3) Les modifications des articles 13 à 17 sont régies par les dispositions de l'article 17.

Article 19

Il est entendu que les pays de l'Union se réservent le droit de prendre séparément, entre eux, des arrangements particuliers pour la protection de la propriété industrielle, en tant que ces arrangements ne contreviendraient pas aux dispositions de la présente Convention.

Article 20

1) *a)* Chacun des pays de l'Union qui a signé le présent Acte peut le ratifier et, s'il ne l'a pas signé, peut y adhérer. Les instruments de ratification et d'adhésion sont déposés auprès du Directeur général.

b) Chacun des pays de l'Union peut déclarer, dans son instrument de ratification ou d'adhésion, que sa ratification ou son adhésion n'est pas applicable:

i) aux articles 1 à 12 ou

ii) aux articles 13 à 17.

c) Chacun des pays de l'Union qui, conformément au sous-alinéa *b)*, a exclu des effets de sa ratification ou de son adhésion l'un des deux groupes d'articles visés dans ledit sous-alinéa peut, à tout moment ultérieur, déclarer qu'il étend les effets de sa ratification ou de son adhésion à ce groupe

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d'articles. Une telle déclaration est déposée auprès du Directeur général.

2) *a)* Les articles 1 à 12 entrent en vigueur, à l'égard des dix premiers pays de l'Union qui ont déposé des instruments de ratification ou d'adhésion sans faire une déclaration comme le permet l'alinéa 1)*b)*i) trois mois après le dépôt du dixième de ces instruments de ratification ou d'adhésion.

b) Les articles 13 à 17 entrent en vigueur, à l'égard des dix premiers pays de l'Union qui ont déposé des instruments de ratification ou d'adhésion sans faire une déclaration comme le permet l'alinéa 1)*b)*ii), trois mois après le dépôt du dixième de ces instruments de ratification ou d'adhésion.

c) Sous réserve de l'entrée en vigueur initiale, conformément aux dispositions des sous-alinéas *a)* et *b)*, de chacun des deux groupes d'articles visés à l'alinéa 1)*b)*i) et ii), et sous réserve des dispositions de l'alinéa 1)*b)*, les articles 1 à 17 entrent en vigueur à l'égard de tout pays de l'Union, autres que ceux visés aux sous-alinéas *a)* et *b)*, qui dépose un instrument de ratification ou d'adhésion, ainsi qu'à l'égard de tout pays de l'Union qui dépose une déclaration en application de l'alinéa 1)*c)*, trois mois après la date de la notification, par le Directeur général, d'un tel dépôt, à moins qu'une date postérieure n'ait été indiquée dans l'instrument ou la déclaration déposés. Dans ce dernier cas, le présent Acte entre en vigueur à l'égard de ce pays à la date ainsi indiquée.

3) A l'égard de chaque pays de l'Union qui dépose un instrument de ratification ou d'adhésion, les articles 18 à 30 entrent en vigueur à la première date à laquelle l'un quelconque des groupes d'articles visés à l'alinéa 1)*b)* entre en vigueur à l'égard de ce pays conformément à l'alinéa 2)*a)*, *b)*, ou *c)*.

Article 21

1) Tout pays étranger à l'Union peut adhérer au présent Acte et devenir, de ce fait, membre de l'Union. Les instruments d'adhésion sont déposés auprès du Directeur général.

2) *a)* A l'égard de tout pays étranger à l'Union qui a déposé son instrument d'adhésion un mois ou plus avant la date d'entrée en vigueur des dispositions du présent Acte, celui-ci entre en vigueur à la date à laquelle les dispositions sont entrées en vigueur pour la première fois en application de l'article 20.2)*a)* ou *b)*, à moins qu'une date postérieure n'ait été indiquée dans l'instrument d'adhésion; toutefois:

i) si les articles 1 à 12 ne sont pas entrés en vigueur à cette date, un tel pays sera lié, durant la période intérimaire avant l'entrée en vigueur de ces dispositions, et en remplacement de celles-ci, par les articles 1 à 12 de l'Acte de Lisbonne,

ii) si les articles 13 à 17 ne sont pas entrés en vigueur à cette date, un tel pays sera lié, durant la période intérimaire avant l'entrée en vigueur de ces dispositions, et en remplacement de celles-ci, par les articles 13 et 14.3), 4) et 5) de l'Acte de Lisbonne.

Si un pays indique une date postérieure dans son instrument d'adhésion, le présent Acte entre en vigueur à l'égard de ce pays à la date ainsi indiquée.

b) A l'égard de tout pays étranger à l'Union qui a déposé son instrument d'adhésion à une date postérieure à l'entrée en vigueur d'un seul groupe d'articles du présent Acte ou à une date qui la précède de moins d'un mois, le présent Acte entre en vigueur, sous réserve de ce qui est prévu au sous-alinéa *a)*, trois mois après la date à laquelle son adhésion a été notifiée par le Directeur général, à moins qu'une date postérieure n'ait été indiquée dans l'instrument d'adhésion. Dans ce dernier cas, le présent Acte entre en vigueur à l'égard de ce pays à la date ainsi indiquée.

3) A l'égard de tout pays étranger à l'Union qui a déposé son instrument d'adhésion après la date d'entrée en vigueur du présent Acte dans sa totalité, ou moins d'un mois avant cette date, le présent Acte entre en vigueur trois mois après la date à laquelle son adhésion a été notifiée par le Directeur général, à moins qu'une date postérieure n'ait été indiquée dans l'instrument d'adhésion. Dans ce dernier cas, le présent Acte entre en vigueur à l'égard de ce pays à la date ainsi indiquée.

Article 22

Sous réserve des exceptions possibles prévues aux articles 20.1)*b)* et 28.2), la ratification ou l'adhésion emporte de plein droit accession à toutes les clauses et admission à tous les avantages stipulés par le présent Acte.

Article 23

Après l'entrée en vigueur du présent Acte dans sa totalité, un pays ne peut adhérer à des Actes antérieurs de la présente Convention.

Article 24

1) Tout pays peut déclarer dans son instrument de ratification ou d'adhésion, ou peut informer le Directeur général par écrit à tout momcnt ultérieur, que la présente Convention cst applicable à tout ou partie des territoires, désignés dans la déclaration ou la notification, pour lesquels il assume la responsabilité des relations extérieures.

2) Tout pays qui a fait une telle déclaration ou effectué une telle notification peut, à tout moment, notifier au Directeur général que la présente Convention cesse d'être applicable à tout ou partie de ces territoires.

3) *a)* Toute déclaration faite en vertu de l'alinéa 1) prend effet à la même date que la ratification ou l'adhésion dans l'instrument de laquelle elle a été incluse, et toute notification effectuée en vertu de cet alinéa prend effet trois mois après sa notification par le Directeur général.

b) Toute notification effectuée en vertu de l'alinéa 2) prend effet douze mois après sa réception par le Directeur général.

Article 25

1) Tout pays partie à la présente Convention s'engage à adopter, conformément à sa constitution, les mesures nécessaires pour assurer l'application de la présente Convention.

2) Il est entendu qu'au moment où un pays dépose son instrument de ratification ou d'adhésion, il sera en mesure, conformément à sa législation interne, de donner effet aux dispositions de la présente Convention.

Article 26

1) La présente Convention demeure en vigueur sans limitation de durée.

2) Tout pays peut dénoncer le présent Acte par notification adressée au Directeur général. Cette dénonciation emporte aussi dénonciation de tous les Actes antérieurs et ne produit son effet qu'à l'égard du pays qui l'a faite, la Convention restant en vigueur et exécutoire à l'égard des autres pays de l'Union.

3) La dénonciation prend effet un an après le jour où le Directeur général a reçu la notification.

4) La faculté de dénonciation prévue par le présent article ne peut être exercé par un pays avant l'expiration d'un délai

de cinq ans à compter de la date à laquelle il est devenu membre de l'Union.

Article 27

1) Le présent Acte remplace, dans les rapports entre les pays auxquels il s'applique, et dans la mesure où il s'applique, la Convention de Paris du 20 mars 1883 et les Actes de revision subséquents.

2) *a)* A l'égard des pays auxquels le présent Acte n'est pas applicable, ou n'est pas applicable dans sa totalité, mais auxquels l'Acte de Lisbonne du 31 octobre 1958 est applicable, ce dernier reste en vigueur dans sa totalité, ou dans la mesure où le présent Acte ne le remplace pas en vertu de l'alinéa 1).

b) De même, à l'égard des pays auxquels ni le présent Acte, ni des parties de celui-ci, ni l'Acte de Lisbonne ne sont applicables, l'Acte de Londres du 2 juin 1934 reste en vigueur dans sa totalité, ou dans la mesure où le présent Acte ne le remplace pas en vertu de l'alinéa 1).

c) De même, à l'égard des pays auxquels ni le présent Acte, ni des parties de celui-ci, ni l'Acte de Lisbonne, ni l'Acte de Londres ne sont applicables, l'Acte de La Haye du 6 novembre 1925 reste en vigueur dans sa totalité, ou dans la mesure où le présent Acte ne le remplace pas en vertu de l'alinéa 1).

3) Les pays étrangers à l'Union qui deviennent parties au présent Acte l'appliquent à l'égard de tout pays de l'Union qui n'est pas partie à cet Acte ou qui, bien qu'y étant partie, a fait la déclaration prévue à l'article 20.1)*b)*i). Lesdits pays admettent que le pays de l'Union considéré applique dans ses relations avec eux les dispositions de l'Acte le plus récent auquel il est partie.

Article 28

1) Tout différend entre deux ou plusieurs pays de l'Union concernant l'interprétation ou l'application de la présente Convention qui ne sera pas réglé par voie de négociation peut être porté par l'un quelconque des pays en cause devant la Cour internationale de Justice par voie de requête conforme au Statut de la Cour, à moins que les pays en cause ne conviennent d'un autre mode de règlement. Le Bureau international sera informé par le pays requérant du différend soumis à la Cour; il en donnera connaissance aux autres pays de l'Union.

2) Tout pays peut, au moment où il signe le présent Acte ou dépose son instrument de ratification ou d'adhésion, dé-

clarer qu'il ne se considère pas lié par les dispositions de l'alinéa 1). En ce qui concerne tout différend entre un tel pays et tout autre pays de l'Union, les dispositions de l'alinéa 1) ne sont pas applicables.

3) Tout pays qui a fait une déclaration conformément aux dispositions de l'alinéa 2) peut, à tout moment, la retirer par une notification adressée au Directeur général.

Article 29

1) *a)* Le présent Acte est signé en un seul exemplaire en langue française et déposé auprès du Gouvernement de la Suède.

b) Des textes officiels sont établis par le Directeur général, après consultation des Gouvernements intéressés, dans les langues allemande, anglaise, espagnole, italienne, portugaise et russe, et dans les autres langues que l'Assemblée pourra indiquer.

c) En cas de contestation sur l'interprétation des divers textes, le texte français fait foi.

2) Le présent Acte reste ouvert à la signature, à Stockholm, jusqu'au 13 janvier 1968.

3) Le Directeur général transmet deux copies, certifiées conformes par le Gouvernement de la Suède, du texte signé du présent Acte aux Gouvernements de tous les pays de l'Union et, sur demande, au Gouvernement de tout autre pays.

4) Le Directeur général fait enregistrer le présent Acte auprès du Secrétariat de l'Organisation des Nations Unies.

5) Le Directeur général notifie aux Gouvernements de tous les pays de l'Union les signatures, les dépôts d'instruments de ratification ou d'adhésion et de déclarations comprises dans ces instruments ou faites en application de l'article 20.1)*c)*, l'entrée en vigueur de toutes dispositions du présent Acte, les notifications de dénonciation et les notifications faites en application de l'article 24.

Article 30

1) Jusqu'à l'entrée en fonction du premier Directeur général, les références, dans le présent Acte, au Bureau international de l'Organisation ou au Directeur général sont considérées comme se rapportant respectivement au Bureau de l'Union ou à son Directeur.

2) Les pays de l'Union qui ne sont pas liés par les articles 13 à 17 peuvent, pendant cinq ans après l'entrée en vigueur de la Convention instituant l'Organisation, exercer, s'ils le désirent, les droits prévus par les articles 13 à 17 du présent Acte, comme s'ils étaient liés par ces articles. Tout pays qui désire exercer lesdits droits dépose à cette fin auprès du Directeur général une notification écrite qui prend effet à la date de sa réception. De tels pays sont réputés être membres de l'Assemblée jusqu'à l'expiration de ladite période.

3) Aussi longtemps que tous les pays de l'Union ne sont pas devenus membres de l'Organisation, le Bureau international de l'Organisation agit également en tant que Bureau de l'Union, et le Directeur général en tant que Directeur de ce Bureau.

4) Lorsque tous les pays de l'Union sont devenus membres de l'Organisation, les droits, obligations et biens du Bureau de l'Union sont dévolus au Bureau international de l'Organisation.

EN FOI DE QUOI, les soussignés, dûment autorisés à cet effet, ont signé le présent Acte.

FAIT à Stockholm, le 14 juillet 1967.

POUR L'AFRIQUE DU SUD:

T. Schoeman

POUR L'ALGERIE:

Avec la réserve prévue par
l'alinéa 2 de l'article 28
A. Hacene

POUR L'ARGENTINE:

POUR L'AUSTRALIE:

POUR L'AUTRICHE:

Gottfried H. Thaler

POUR LA BELGIQUE:

Bon F. Cogels

POUR LE BRÉSIL:

POUR LA BULGARIE:

Avec la réserve prévue par
l'alinéa 2 de l'article 28
V. Chivarov

POUR LE CAMEROUN:

Ekani

POUR LE CANADA:

POUR CEYLAN:

POUR CHYPRE:

POUR LE CONGO (BRAZZAVILLE):

POUR LA CÔTE D'IVOIRE:

Bile

POUR CUBA:

A. M. González

POUR LE DAHOMEY:

POUR LE DANEMARK:

Julie Olsen

POUR L'ESPAGNE:

J. F. Alcover
Electo J. Garcia Tejedor

POUR LES ÉTATS-UNIS D'AMÉRIQUE:

Eugene M. Braderman

POUR LA FINLANDE:

Paul Gustafsson

POUR LA FRANCE:

B. de Menthon

POUR LE GABON:

S. F. Oyoué

POUR LA GRÈCE:

J. A. Dracoulis

POUR HAÏTI:

POUR LA HAUTE-VOLTA:

POUR LA HONGRIE:

Esztergályos

POUR L'INDONÉSIE:

Avec la réserve prévue par
l'alinéa 2 de l'article 28
Ibrahim Jasin

POUR L'IRAN:

A. Daraï

POUR L'IRLANDE:

Valentin Iremonger

POUR L'ISLANDE:

Arni Tryggvason

POUR ISRAEL:

Z. Sher
G. Gavrieli

POUR L'ITALIE:

Cippico
Giorgio Ranzi

POUR LE JAPON:

M. Takahashi
C. Kawade

POUR LE KENYA:

M. K. Mwendwa

POUR LE LAOS:

POUR LE LIBAN:

POUR LE LIECHTENSTEIN:

Marianne Marxer

POUR LE LUXEMBOURG:

J. P. Hoffmann

POUR MADAGASCAR:

Ratovondriaka

POUR LE MALAWI:

POUR LE MAROC:

H'ssaine

POUR LA MAURITANIE:

POUR LE MEXIQUE:

POUR MONACO:

J. M. Notari

POUR LE NIGER:

A. Wright

POUR LE NIGÉRIA:

POUR LA NORVÈGE:

Jens Evensen
B. Stuevold Lassen

POUR LA NOUVELLE-ZÉLANDE:

POUR L'OUGANDA:

POUR LES PAYS-BAS:

Gerbrandy
W. G. Belinfante

POUR LES PHILIPPINES:

Lauro Baja

POUR LA POLOGNE:

Avec la réserve prévue par
l'alinéa 2 de l'article 28
M. Kajzer

POUR LE PORTUGAL:

Adriano de Carvalho
José de Oliveira Ascensão
Ruy Alvaro Costa de Morais Serrão

POUR LA RÉPUBLIQUE ARABE UNIE:

POUR LA RÉPUBLIQUE CENTRAFRICAINE:

L. P. Gamba

POUR LA RÉPUBLIQUE DOMINICAINE:

POUR LA RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE:

Kurt Haertel

POUR LA REPUBLIQUE DU VIET-NAM:

POUR LA ROUMANIE:

Avec la réserve prévue par
l'alinéa 2 de l'article 28
C. Stanescu
Marinete

POUR LE ROYAUME-UNI DE GRANDE BRETAGNE ET D'IRLANDE DU NORD:

Gordon Grant
William Wallace

POUR SAINT-MARIN:

POUR LE SAINT-SIÈGE:

Gunnar Sterner

POUR LE SÉNÉGAL:

A. Seck

POUR LA SUÈDE:

Herman Kling
Åke v. Zweigbergk

POUR LA SUISSE:

Hans Morf
Joseph Voyame

POUR LA SYRIE:

POUR LA TANZANIE:

POUR LE TCHAD:

POUR LA TCHÉCOSLOVAQUIE:

POUR LA TRINITE ET TOBAGO:

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POUR LA TUNISIE:

M. Kedadi

POUR LA TURQUIE:

POUR L'UNION DES RÉPUBLIQUES SOCIALISTES SOVIÉTIQUES:

Avec la réserve prévue par l'alinéa 2 de l'article 28

Maltsev

POUR L'URUGUAY:

POUR LA YOUGOSLAVIE:

A. Jelić

POUR LA ZAMBIE:

Je certifie que le texte qui précède est la copie conforme de l'Acte de Stockholm de la Convention de Paris pour la protection de la propriété industrielle, adopté à la Conférence de Stockholm de la Propriété Intellectuelle, 1967, ouvert à la signature à Stockholm le 14 juillet 1967, et dont l'original est déposé auprès du Gouvernement de la Suède.

Wilhelm Carlgren

Directeur des Archives
Ministère Royal des Affaires étrangères,
Stockholm

14 janvier 1968

NOTE

Convention de Paris pour la protection de la propriété industrielle

Lors de l'impression du texte qui précède, il a été procédé à quelques ajustements d'ordre formel. Les différences par rapport à l'original déposé auprès du Gouvernement de la Suède sont les suivantes:

Article 12. 1): page 20, l'original comporte une virgule après le mot « invention ».

Article 20.1)b)i): page 29, l'original comporte une virgule après le chiffre « 12 ».

Article 20. 2) a): page 30, l'original comporte une virgule avant le mot « trois ».

Article 20. 3): page 30, à l'avant-dernière ligne de ce paragraphe, la virgule après « *b)* » ne figure pas sur l'original.

Par ailleurs, en ce qui concerne *les signatures*, il y a lieu de noter que figurent sur l'original:

— page 37, au-dessus de la signature « A. Hacene », les mots suivants: « Non liée par l'article 28 § 1) », tandis que sur l'original les mots « Avec la réserve prévue par l'alinéa 2 de l'article 28 » n'existent pas.

— page 38, sous la signature « V. Chivarov », les mots suivants: « 11.I.1968 g. La République Populaire de Bulgarie fait une réserve sur les dispositions de l'art. 28, al. 1 et une déclaration sur les dispositions de l'art. 24 de la Convention exprimées dans la note verbale sub. N° 32 du 11 janvier 1968 de l'Ambassade de Bulgarie à Stockholm présentée au Ministère des Affaires Etrangères du Royaume de Suède », tandis que sur l'original les mots « Avec la réserve prévue par l'alinéa 2 de l'article 28 » n'existent pas.

— page 39, après la signature « A. M. Gonzáles »: « 12/1/68 ».

— page 40, sous la signature « Esztergályos », les mots suivants: « 12/1/1968 subject to ratification ».

— page 40, sous la signature « Ibrahim Jasin », les mots suivants: « 12th January 1968. In signing this Convention the Government of the Republic of Indonesia, in conformity with Article 28 (1) of the Convention, declares that it does not consider itself bound by the provisions set forth in Article 28 (1) of the said Convention », tandis que sur l'original les mots « Avec la réserve prévue par l'alinéa 2 de l'article 28 » n'existent pas.

— page 41, après la signature « Valentin Iremonger », la date suivante: « 12 January 1968 ».

— page 43, au-dessus de la signature « Jens Evensen », les mots suivants: « Subject to ratification ».

— page 44, sous la signature « M. Kajzer », les mots suivants: « 10 janvier 1968 sous réserve de ratification ultérieure et avec la réserve ainsi que la déclaration faites dans la note du 10 janvier 1968 de l'Ambassade de la République Populaire de Pologne à Stockholm », tandis que sur l'original les mots « Avec la réserve prévue par l'alinéa 2 de l'article 28 » n'existent pas.

— page 47, avant la signature « Maltsev », les mots suivants: » 12.X.67 g. Союз Советских Социалистических Республик не считает себя связанным положениями пункта 1 статьи 28 Стокгольмского акта Парижской конвенции по охране промышленной собственности по вопросу о разрешении споров по толкованию и применению Конвенции. », tandis que sur l'original les mots « Avec la réserve prévue par l'alinéa 2 de l'article 28 » n'existent pas.

Paris Convention for the Protection of Industrial Property

of March 20, 1883,

as revised

at Brussels on December 14, 1900, at Washington on June 2, 1911, at The Hague on November 6, 1925, at London on June 2, 1934, at Lisbon on October 31, 1958,[1] and at Stockholm on July 14, 1967

Official English Text

United International Bureaux
for the Protection of Intellectual Property (BIRPI)
GENEVA 1968

[1] TS 379, 411, 579, 834, 941, TIAS 4931; 25 Stat. 1372; 32 Stat. 1936; 38 Stat. 1645; 47 Stat. 1789; 53 Stat. 1748; 13 UST 1.

Paris Convention for the Protection of Industrial Property

of March 20, 1883,
as revised
at BRUSSELS on December 14, 1900, at WASHINGTON on June 2, 1911,
at THE HAGUE on November 6, 1925, at LONDON on June 2, 1934,
at LISBON on October 31, 1958,
and at STOCKHOLM on July 14, 1967

Article 1

[Establishment of the Union; Scope of Industrial Property] [1])

(1) The countries to which this Convention applies constitute a Union for the protection of industrial property.

(2) The protection of industrial property has as its object patents, utility models, industrial designs, trademarks, service marks, trade names, indications of source or appellations of origin, and the repression of unfair competition.

(3) Industrial property shall be understood in the broadest sense and shall apply not only to industry and commerce proper, but likewise to agricultural and extractive industries and to all manufactured or natural products, for example, wines, grain, tobacco leaf, fruit, cattle, minerals, mineral waters, beer, flowers, and flour.

(4) Patents shall include the various kinds of industrial patents recognized by the laws of the countries of the Union, such as patents of importation, patents of improvement, patents and certificates of addition, etc.

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[1]) Articles have been given titles to facilitate their identification. There are no titles in the signed (French) text.
[Footnote added by BIRPI.]

Article 2

[National Treatment for Nationals of Countries of the Union]

(1) Nationals of any country of the Union shall, as regards the protection of industrial property, enjoy in all the other countries of the Union the advantages that their respective laws now grant, or may hereafter grant, to nationals; all without prejudice to the rights specially provided for by this Convention. Consequently, they shall have the same protection as the latter, and the same legal remedy against any infringement of their rights, provided that the conditions and formalities imposed upon nationals are complied with.

(2) However, no requirement as to domicile or establishment in the country where protection is claimed may be imposed upon nationals of countries of the Union for the enjoyment of any industrial property rights.

(3) The provisions of the laws of each of the countries of the Union relating to judicial and administrative procedure and to jurisdiction, and to the designation of an address for service or the appointment of an agent, which may be required by the laws on industrial property are expressly reserved.

Article 3

[Same Treatment for Certain Categories of Persons as for Nationals of Countries of the Union]

Nationals of countries outside the Union who are domiciled or who have real and effective industrial or commercial establishments in the territory of one of the countries of the Union shall be treated in the same manner as nationals of the countries of the Union.

Article 4

[A to I. *Patents, Utility Models, Industrial Designs, Marks, Inventors' Certificates:* Right of Priority. — G. *Patents:* Division of the Application]

A. — (1) Any person who has duly filed an application for a patent, or for the registration of a utility model, or of

an industrial design, or of a trademark, in one of the countries of the Union, or his successor in title, shall enjoy, for the purpose of filing in the other countries, a right of priority during the periods hereinafter fixed.

(2) Any filing that is equivalent to a regular national filing under the domestic legislation of any country of the Union or under bilateral or multilateral treaties concluded between countries of the Union shall be recognized as giving rise to the right of priority.

(3) By a regular national filing is meant any filing that is adequate to establish the date on which the application was filed in the country concerned, whatever may be the subsequent fate of the application.

B. — Consequently, any subsequent filing in any of the other countries of the Union before the expiration of the periods referred to above shall not be invalidated by reason of any acts accomplished in the interval, in particular, another filing, the publication or exploitation of the invention, the putting on sale of copies of the design, or the use of the mark, and such acts cannot give rise to any third-party right or any right of personal possession. Rights acquired by third parties before the date of the first application that serves as the basis for the right of priority are reserved in accordance with the domestic legislation of each country of the Union.

C. — (1) The periods of priority referred to above shall be twelve months for patents and utility models, and six months for industrial designs and trademarks.

(2) These periods shall start from the date of filing of the first application; the day of filing shall not be included in the period.

(3) If the last day of the period is an official holiday, or a day when the Office is not open for the filing of applications in the country where protection is claimed, the period shall be extended until the first following working day.

(4) A subsequent application concerning the same subject as a previous first application within the meaning of paragraph (2), above, filed in the same country of the Union, shall be considered as the first application, of which the filing date shall be the starting point of the period of priority, if, at the time of filing the subsequent application, the said previous application has been withdrawn, abandoned, or refused, without having been laid open to public inspection and without leaving any rights outstanding, and if it has not yet served as a basis for claiming a right of priority. The previous application may not thereafter serve as a basis for claiming a right of priority.

D. — (1) Any person desiring to take advantage of the priority of a previous filing shall be required to make a declaration indicating the date of such filing and the country in which it was made. Each country shall determine the latest date on which such declaration must be made.

(2) These particulars shall be mentioned in the publications issued by the competent authority, and in particular in the patents and the specifications relating thereto.

(3) The countries of the Union may require any person making a declaration of priority to produce a copy of the application (description, drawings, etc.) previously filed. The copy, certified as correct by the authority which received such application, shall not require any authentication, and may in any case be filed, without fee, at any time within three months of the filing of the subsequent application. They may require it to be accompanied by a certificate from the same authority showing the date of filing, and by a translation.

(4) No other formalities may be required for the declaration of priority at the time of filing the application. Each country of the Union shall determine the consequences of failure to comply with the formalities prescribed by this

Article, but such consequences shall in no case go beyond the loss of the right of priority.

(5) Subsequently, further proof may be required.

Any person who avails himself of the priority of a previous application shall be required to specify the number of that application; this number shall be published as provided for by paragraph (2), above.

E. — (1) Where an industrial design is filed in a country by virtue of a right of priority based on the filing of a utility model, the period of priority shall be the same as that fixed for industrial designs.

(2) Furthermore, it is permissible to file a utility model in a country by virtue of a right of priority based on the filing of a patent application, and vice versa.

F. — No country of the Union may refuse a priority or a patent application on the ground that the applicant claims multiple priorities, even if they originate in different countries, or on the ground that an application claiming one or more priorities contains one or more elements that were not included in the application or applications whose priority is claimed, provided that, in both cases, there is unity of invention within the meaning of the law of the country.

With respect to the elements not included in the application or applications whose priority is claimed, the filing of the subsequent application shall give rise to a right of priority under ordinary conditions.

G. — (1) If the examination reveals that an application for a patent contains more than one invention, the applicant may divide the application into a certain number of divisional applications and preserve as the date of each the date of the initial application and the benefit of the right of priority, if any.

(2) The applicant may also, on his own initiative, divide a patent application and preserve as the date of each di-

visional application the date of the initial application and the benefit of the right of priority, if any. Each country of the Union shall have the right to determine the conditions under which such division shall be authorized.

H. — Priority may not be refused on the ground that certain elements of the invention for which priority is claimed do not appear among the claims formulated in the application in the country of origin, provided that the application documents as a whole specifically disclose such elements.

I. — (1) Applications for inventors' certificates filed in a country in which applicants have the right to apply at their own option either for a patent or for an inventor's certificate shall give rise to the right of priority provided for by this Article, under the same conditions and with the same effects as applications for patents.

(2) In a country in which applicants have the right to apply at their own option either for a patent or for an inventor's certificate, an applicant for an inventor's certificate shall, in accordance with the provisions of this Article relating to patent applications, enjoy a right of priority based on an application for a patent, a utility model, or an inventor's certificate.

Article 4bis

[*Patents:* Independence of Patents Obtained for the Same Invention in Different Countries]

(1) Patents applied for in the various countries of the Union by nationals of countries of the Union shall be independent of patents obtained for the same invention in other countries, whether members of the Union or not.

(2) The foregoing provision is to be understood in an unrestricted sense, in particular, in the sense that patents applied for during the period of priority are independent, both as regards the grounds for nullity and forfeiture, and as regards their normal duration.

(3) The provision shall apply to all patents existing at the time when it comes into effect.

(4) Similarly, it shall apply, in the case of the accession of new countries, to patents in existence on either side at the time of accession.

(5) Patents obtained with the benefit of priority shall, in the various countries of the Union, have a duration equal to that which they would have, had they been applied for or granted without the benefit of priority.

Article 4ter

[*Patents:* Mention of the Inventor in the Patent]

The inventor shall have the right to be mentioned as such in the patent.

Article 4quater

[*Patents:* Patentability in Case of Restrictions of Sale by Law]

The grant of a patent shall not be refused and a patent shall not be invalidated on the ground that the sale of the patented product or of a product obtained by means of a patented process is subject to restrictions or limitations resulting from the domestic law.

Article 5

[A. *Patents:* Importation of Articles; Failure to Work or Insufficient Working; Compulsory Licenses. — B. *Industrial Designs:* Failure to Work; Importation of Articles. — C. *Marks:* Failure to Use; Different Forms; Use by Co-proprietors. — D. *Patents, Utility Models, Marks, Industrial Designs:* Marking]

A. — (1) Importation by the patentee into the country where the patent has been granted of articles manufactured in any of the countries of the Union shall not entail forfeiture of the patent.

(2) Each country of the Union shall have the right to take legislative measures providing for the grant of compulsory licenses to prevent the abuses which might result

from the exercise of the exclusive rights conferred by the patent, for example, failure to work.

(3) Forfeiture of the patent shall not be provided for except in cases where the grant of compulsory licenses would not have been sufficient to prevent the said abuses. No proceedings for the forfeiture or revocation of a patent may be instituted before the expiration of two years from the grant of the first compulsory license.

(4) A compulsory license may not be applied for on the ground of failure to work or insufficient working before the expiration of a period of four years from the date of filing of the patent application or three years from the date of the grant of the patent, whichever period expires last; it shall be refused if the patentee justifies his inaction by legitimate reasons. Such a compulsory license shall be non-exclusive and shall not be transferable, even in the form of the grant of a sub-license, except with that part of the enterprise or goodwill which exploits such license.

(5) The foregoing provisions shall be applicable, mutatis mutandis, to utility models.

B. — The protection of industrial designs shall not, under any circumstance, be subject to any forfeiture, either by reason of failure to work or by reason of the importation of articles corresponding to those which are protected.

C. — (1) If, in any country, use of the registered mark is compulsory, the registration may be cancelled only after a reasonable period, and then only if the person concerned does not justify his inaction.

(2) Use of a trademark by the proprietor in a form differing in elements which do not alter the distinctive character of the mark in the form in which it was registered in one of the countries of the Union shall not entail invalidation of the registration and shall not diminish the protection granted to the mark.

(3) Concurrent use of the same mark on identical or similar goods by industrial or commercial establishments considered as co-proprietors of the mark according to the provisions of the domestic law of the country where protection is claimed shall not prevent registration or diminish in any way the protection granted to the said mark in any country of the Union, provided that such use does not result in misleading the public and is not contrary to the public interest.

D. — No indication or mention of the patent, of the utility model, of the registration of the trademark, or of the deposit of the industrial design, shall be required upon the goods as a condition of recognition of the right to protection.

Article 5bis

[*All Industrial Property Rights:* Period of Grace for the Payment of Fees for the Maintenance of Rights; *Patents:* Restoration]

(1) A period of grace of not less than six months shall be allowed for the payment of the fees prescribed for the maintenance of industrial property rights, subject, if the domestic legislation so provides, to the payment of a surcharge.

(2) The countries of the Union shall have the right to provide for the restoration of patents which have lapsed by reason of non-payment of fees.

Article 5ter

[*Patents:* Patented Devices Forming Part of Vessels, Aircraft, or Land Vehicles]

In any country of the Union the following shall not be considered as infringements of the rights of a patentee:

1. the use on board vessels of other countries of the Union of devices forming the subject of his patent in the body of the vessel, in the machinery, tackle, gear and other accessories, when such vessels temporarily or accidentally enter the waters of the said country, provided that such devices are used there exclusively for the needs of the vessel;

2. the use of devices forming the subject of the patent in the construction or operation of aircraft or land vehicles of other countries of the Union, or of accessories of such aircraft or land vehicles, when those aircraft or land vehicles temporarily or accidentally enter the said country.

Article 5quater

[*Patents:* Importation of Products Manufactured by a Process Patented in the Importing Country]

When a product is imported into a country of the Union where there exists a patent protecting a process of manufacture of the said product, the patentee shall have all the rights, with regard to the imported product, that are accorded to him by the legislation of the country of importation, on the basis of the process patent, with respect to products manufactured in that country.

Article 5quinquies

[*Industrial Designs*]

Industrial designs shall be protected in all the countries of the Union.

Article 6

[*Marks:* Conditions of Registration; Independence of Protection of Same Mark in Different Countries]

(1) The conditions for the filing and registration of trademarks shall be determined in each country of the Union by its domestic legislation.

(2) However, an application for the registration of a mark filed by a national of a country of the Union in any country of the Union may not be refused, nor may a registration be invalidated, on the ground that filing, registration, or renewal, has not been effected in the country of origin.

(3) A mark duly registered in a country of the Union shall be regarded as independent of marks registered in the other countries of the Union, including the country of origin.

Article 6bis

[*Marks:* Well-Known Marks]

(1) The countries of the Union undertake, ex officio if their legislation so permits, or at the request of an interested party, to refuse or to cancel the registration, and to prohibit the use, of a trademark which constitutes a reproduction, an imitation, or a translation, liable to create confusion, of a mark considered by the competent authority of the country of registration or use to be well known in that country as being already the mark of a person entitled to the benefits of this Convention and used for identical or similar goods. These provisions shall also apply when the essential part of the mark constitutes a reproduction of any such well-known mark or an imitation liable to create confusion therewith.

(2) A period of at least five years from the date of registration shall be allowed for requesting the cancellation of such a mark. The countries of the Union may provide for a period within which the prohibition of use must be requested.

(3) No time limit shall be fixed for requesting the cancellation or the prohibition of the use of marks registered or used in bad faith.

Article 6ter

[*Marks:* Prohibitions concerning State Emblems, Official Hallmarks, and Emblems of Intergovernmental Organizations]

(1) *(a)* The countries of the Union agree to refuse or to invalidate the registration, and to prohibit by appropriate measures the use, without authorization by the competent authorities, either as trademarks or as elements of trademarks, of armorial bearings, flags, and other State emblems, of the countries of the Union, official signs and hallmarks indicating control and warranty adopted by them, and any imitation from a heraldic point of view.

(b) The provisions of subparagraph *(a)*, above, shall apply equally to armorial bearings, flags, other emblems, abbreviations, and names, of international intergovernmental organiza-

tions of which one or more countries of the Union are members, with the exception of armorial bearings, flags, other emblems, abbreviations, and names, that are already the subject of international agreements in force, intended to ensure their protection.

(c) No country of the Union shall be required to apply the provisions of subparagraph *(b)*, above, to the prejudice of the owners of rights acquired in good faith before the entry into force, in that country, of this Convention. The countries of the Union shall not be required to apply the said provisions when the use or registration referred to in subparagraph *(a)*, above, is not of such a nature as to suggest to the public that a connection exists between the organization concerned and the armorial bearings, flags, emblems, abbreviations, and names, or if such use or registration is probably not of such a nature as to mislead the public as to the existence of a connection between the user and the organization.

(2) Prohibition of the use of official signs and hallmarks indicating control and warranty shall apply solely in cases where the marks in which they are incorporated are intended to be used on goods of the same or a similar kind.

(3) *(a)* For the application of these provisions, the countries of the Union agree to communicate reciprocally, through the intermediary of the International Bureau, the list of State emblems, and official signs and hallmarks indicating control and warranty, which they desire, or may hereafter desire, to place wholly or within certain limits under the protection of this Article, and all subsequent modifications of such list. Each country of the Union shall in due course make available to the public the lists so communicated.

Nevertheless such communication is not obligatory in respect of flags of States.

(b) The provisions of subparagraph *(b)* of paragraph (1) of this Article shall apply only to such armorial bearings, flags, other emblems, abbreviations, and names, of interna-

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tional intergovernmental organizations as the latter have communicated to the countries of the Union through the intermediary of the International Bureau.

(4) Any country of the Union may, within a period of twelve months from the receipt of the notification, transmit its objections, if any, through the intermediary of the International Bureau, to the country or international intergovernmental organization concerned.

(5) In the case of State flags, the measures prescribed by paragraph (1), above, shall apply solely to marks registered after November 6, 1925.

(6) In the case of State emblems other than flags, and of official signs and hallmarks of the countries of the Union, and in the case of armorial bearings, flags, other emblems, abbreviations, and names, of international intergovernmental organizations, these provisions shall apply only to marks registered more than two months after receipt of the communication provided for in paragraph (3), above.

(7) In cases of bad faith, the countries shall have the right to cancel even those marks incorporating State emblems, signs, and hallmarks, which were registered before November 6, 1925.

(8) Nationals of any country who are authorized to make use of the State emblems, signs, and hallmarks, of their country may use them even if they are similar to those of another country.

(9) The countries of the Union undertake to prohibit the unauthorized use in trade of the State armorial bearings of the other countries of the Union, when the use is of such a nature as to be misleading as to the origin of the goods.

(10) The above provisions shall not prevent the countries from exercising the right given in paragraph (3) of Article 6quinquies, Section B, to refuse or to invalidate the registration of marks incorporating, without authorization, armorial bearings, flags, other State emblems, or official signs and hall-

marks adopted by a country of the Union, as well as the distinctive signs of international intergovernmental organizations referred to in paragraph (1), above.

Article 6quater

[*Marks:* Assignment of Marks]

(1) When, in accordance with the law of a country of the Union, the assignment of a mark is valid only if it takes place at the same time as the transfer of the business or goodwill to which the mark belongs, it shall suffice for the recognition of such validity that the portion of the business or goodwill located in that country be transferred to the assignee, together with the exclusive right to manufacture in the said country, or to sell therein, the goods bearing the mark assigned.

(2) The foregoing provision does not impose upon the countries of the Union any obligation to regard as valid the assignment of any mark the use of which by the assignee would, in fact, be of such a nature as to mislead the public, particularly as regards the origin, nature, or essential qualities, of the goods to which the mark is applied.

Article 6quinquies

[*Marks:* Protection of Marks Registered in One Country of the Union in the Other Countries of the Union]

A. — (1) Every trademark duly registered in the country of origin shall be accepted for filing and protected as is in the other countries of the Union, subject to the reservations indicated in this Article. Such countries may, before proceeding to final registration, require the production of a certificate of registration in the country of origin, issued by the competent authority. No authentication shall be required for this certificate.

(2) Shall be considered the country of origin the country of the Union where the applicant has a real and effective industrial or commercial establishment, or, if he has no such

establishment within the Union, the country of the Union where he has his domicile, or, if he has no domicile within the Union but is a national of a country of the Union, the country of which he is a national.

B. — Trademarks covered by this Article may be neither denied registration nor invalidated except in the following cases:

1. when they are of such a nature as to infringe rights acquired by third parties in the country where protection is claimed;
2. when they are devoid of any distinctive character, or consist exclusively of signs or indications which may serve, in trade, to designate the kind, quality, quantity, intended purpose, value, place of origin, of the goods, or the time of production, or have become customary in the current language or in the bona fide and established practices of the trade of the country where protection is claimed;
3. when they are contrary to morality or public order and, in particular, of such a nature as to deceive the public. It is understood that a mark may not be considered contrary to public order for the sole reason that it does not conform to a provision of the legislation on marks, except if such provision itself relates to public order.

This provision is subject, however, to the application of Article 10bis.

C. — (1) In determining whether a mark is eligible for protection, all the factual circumstances must be taken into consideration, particularly the length of time the mark has been in use.

(2) No trademark shall be refused in the other countries of the Union for the sole reason that it differs from the mark protected in the country of origin only in respect of elements that do not alter its distinctive character and do not affect

its identity in the form in which it has been registered in the said country of origin.

D. — No person may benefit from the provisions of this Article if the mark for which he claims protection is not registered in the country of origin.

E. — However, in no case shall the renewal of the registration of the mark in the country of origin involve an obligation to renew the registration in the other countries of the Union in which the mark has been registered.

F. — The benefit of priority shall remain unaffected for applications for the registration of marks filed within the period fixed by Article 4, even if registration in the country of origin is effected after the expiration of such period.

Article 6sexies

[*Marks:* Service Marks]

The countries of the Union undertake to protect service marks. They shall not be required to provide for the registration of such marks.

Article 6septies

[*Marks:* Registration in the Name of the Agent or Representative of the Proprietor Without the Latter's Authorization]

(1) If the agent or representative of the person who is the proprietor of a mark in one of the countries of the Union applies, without such proprietor's authorization, for the registration of the mark in his own name, in one or more countries of the Union, the proprietor shall be entitled to oppose the registration applied for or demand its cancellation or, if the law of the country so allows, the assignment in his favor of the said registration, unless such agent or representative justifies his action.

(2) The proprietor of the mark shall, subject to the provisions of paragraph (1), above, be entitled to oppose the

use of his mark by his agent or representative if he has not authorized such use.

(3) Domestic legislation may provide an equitable time limit within which the proprietor of a mark must exercise the rights provided for in this Article.

Article 7

[*Marks:* Nature of the Goods to which the Mark is Applied]

The nature of the goods to which a trademark is to be applied shall in no case form an obstacle to the registration of the mark.

Article 7bis

[*Marks:* Collective Marks]

(1) The countries of the Union undertake to accept for filing and to protect collective marks belonging to associations the existence of which is not contrary to the law of the country of origin, even if such associations do not possess an industrial or commercial establishment.

(2) Each country shall be the judge of the particular conditions under which a collective mark shall be protected and may refuse protection if the mark is contrary to the public interest.

(3) Nevertheless, the protection of these marks shall not be refused to any association the existence of which is not contrary to the law of the country of origin, on the ground that such association is not established in the country where protection is sought or is not constituted according to the law of the latter country.

Article 8

[*Trade Names*]

A trade name shall be protected in all the countries of the Union without the obligation of filing or registration, whether or not it forms part of a trademark.

Article 9

[*Marks, Trade Names:* Seizure, on Importation, etc., of Goods Unlawfully Bearing a Mark or Trade Name]

(1) All goods unlawfully bearing a trademark or trade name shall be seized on importation into those countries of the Union where such mark or trade name is entitled to legal protection.

(2) Seizure shall likewise be effected in the country where the unlawful affixation occurred or in the country into which the goods were imported.

(3) Seizure shall take place at the request of the public prosecutor, or any other competent authority, or any interested party, whether a natural person or a legal entity, in conformity with the domestic legislation of each country.

(4) The authorities shall not be bound to effect seizure of goods in transit.

(5) If the legislation of a country does not permit seizure on importation, seizure shall be replaced by prohibition of importation or by seizure inside the country.

(6) If the legislation of a country permits neither seizure on importation nor prohibition of importation nor seizure inside the country, then, until such time as the legislation is modified accordingly, these measures shall be replaced by the actions and remedies available in such cases to nationals under the law of such country.

Article 10

[*False Indications:* Seizure, on Importation, etc., of Goods Bearing False Indications as to their Source or the Identity of the Producer]

(1) The provisions of the preceding Article shall apply in cases of direct or indirect use of a false indication of the source of the goods or the identity of the producer, manufacturer, or merchant.

(2) Any producer, manufacturer, or merchant, whether a natural person or a legal entity, engaged in the production

or manufacture of or trade in such goods and established either in the locality falsely indicated as the source, or in the region where such locality is situated, or in the country falsely indicated, or in the country where the false indication of source is used, shall in any case be deemed an interested party.

Article 10bis

[Unfair Competition]

(1) The countries of the Union are bound to assure to nationals of such countries effective protection against unfair competition.

(2) Any act of competition contrary to honest practices in industrial or commercial matters constitutes an act of unfair competition.

(3) The following in particular shall be prohibited:

1. all acts of such a nature as to create confusion by any means whatever with the establishment, the goods, or the industrial or commercial activities, of a competitor;
2. false allegations in the course of trade of such a nature as to discredit the establishment, the goods, or the industrial or commercial activities, of a competitor;
3. indications or allegations the use of which in the course of trade is liable to mislead the public as to the nature, the manufacturing process, the characteristics, the suitability for their purpose, or the quantity, of the goods.

Article 10ter

[Marks, Trade Names, False Indications, Unfair Competition: Remedies, Right to Sue]

(1) The countries of the Union undertake to assure to nationals of the other countries of the Union appropriate legal remedies effectively to repress all the acts referred to in Articles 9, 10, and 10bis.

(2) They undertake, further, to provide measures to permit federations and associations representing interested in-

dustrialists, producers, or merchants, provided that the existence of such federations and associations is not contrary to the laws of their countries, to take action in the courts or before the administrative authorities, with a view to the repression of the acts referred to in Articles 9, 10, and 10bis, in so far as the law of the country in which protection is claimed allows such action by federations and associations of that country.

Article 11

[*Inventions, Utility Models, Industrial Designs, Marks:* Temporary Protection at Certain International Exhibitions]

(1) The countries of the Union shall, in conformity with their domestic legislation, grant temporary protection to patentable inventions, utility models, industrial designs, and trademarks, in respect of goods exhibited at official or officially recognized international exhibitions held in the territory of any of them.

(2) Such temporary protection shall not extend the periods provided by Article 4. If, later, the right of priority is invoked, the authorities of any country may provide that the period shall start from the date of introduction of the goods into the exhibition.

(3) Each country may require, as proof of the identity of the article exhibited and of the date of its introduction, such documentary evidence as it considers necessary.

Article 12

[Special National Industrial Property Services]

(1) Each country of the Union undertakes to establish a special industrial property service and a central office for the communication to the public of patents, utility models, industrial designs, and trademarks.

(2) This service shall publish an official periodical journal. It shall publish regularly:

(a) the names of the proprietors of patents granted, with a brief designation of the inventions patented;

(b) the reproductions of registered trademarks.

Article 13

[Assembly of the Union]

(1) *(a)* The Union shall have an Assembly consisting of those countries of the Union which are bound by Articles 13 to 17.

(b) The Government of each country shall be represented by one delegate, who may be assisted by alternate delegates, advisors, and experts.

(c) The expenses of each delegation shall be borne by the Government which has appointed it.

(2) *(a)* The Assembly shall:

(i) deal with all matters concerning the maintenance and development of the Union and the implementation of this Convention;

(ii) give directions concerning the preparation for conferences of revision to the International Bureau of Intellectual Property (hereinafter designated as "the International Bureau") referred to in the Convention establishing the World Intellectual Property Organization (hereinafter designated as "the Organization"), due account being taken of any comments made by those countries of the Union which are not bound by Articles 13 to 17;

(iii) review and approve the reports and activities of the Director General of the Organization concerning the Union, and give him all necessary instructions concerning matters within the competence of the Union;

(iv) elect the members of the Executive Committee of the Assembly;

(v) review and approve the reports and activities of its Executive Committee, and give instructions to such Committee;

(vi) determine the program and adopt the triennial budget of the Union, and approve its final accounts;

(vii) adopt the financial regulations of the Union;

(viii) establish such committees of experts and working groups as it deems appropriate to achieve the objectives of the Union;

(ix) determine which countries not members of the Union and which intergovernmental and international non-governmental organizations shall be admitted to its meetings as observers;

(x) adopt amendments to Articles 13 to 17;

(xi) take any other appropriate action designed to further the objectives of the Union;

(xii) perform such other functions as are appropriate under this Convention;

(xiii) subject to its acceptance, exercise such rights as are given to it in the Convention establishing the Organization.

(b) With respect to matters which are of interest also to other Unions administered by the Organization, the Assembly shall make its decisions after having heard the advice of the Coordination Committee of the Organization.

(3) *(a)* Subject to the provisions of subparagraph *(b)*, a delegate may represent one country only.

(b) Countries of the Union grouped under the terms of a special agreement in a common office possessing for each of them the character of a special national service of industrial property as referred to in Article 12 may be jointly represented during discussions by one of their number.

(4) *(a)* Each country member of the Assembly shall have one vote.

(b) One-half of the countries members of the Assembly shall constitute a quorum.

(c) Notwithstanding the provisions of subparagraph *(b)*, if, in any session, the number of countries represented is less than one-half but equal to or more than one-third of the countries members of the Assembly, the Assembly may make deci-

sions but, with the exception of decisions concerning its own procedure, all such decisions shall take effect only if the conditions set forth hereinafter are fulfilled. The International Bureau shall communicate the said decisions to the countries members of the Assembly which were not represented and shall invite them to express in writing their vote or abstention within a period of three months from the date of the communication. If, at the expiration of this period, the number of countries having thus expressed their vote or abstention attains the number of countries which was lacking for attaining the quorum in the session itself, such decisions shall take effect provided that at the same time the required majority still obtains.

(d) Subject to the provisions of Article 17(2), the decisions of the Assembly shall require two-thirds of the votes cast.

(e) Abstentions shall not be considered as votes.

(5) *(a)* Subject to the provisions of subparagraph *(b)*, a delegate may vote in the name of one country only.

(b) The countries of the Union referred to in paragraph (3)*(b)* shall, as a general rule, endeavor to send their own delegations to the sessions of the Assembly. If, however, for exceptional reasons, any such country cannot send its own delegation, it may give to the delegation of another such country the power to vote in its name, provided that each delegation may vote by proxy for one country only. Such power to vote shall be granted in a document signed by the Head of State or the competent Minister.

(6) Countries of the Union not members of the Assembly shall be admitted to the meetings of the latter as observers.

(7) *(a)* The Assembly shall meet once in every third calendar year in ordinary session upon convocation by the Director General and, in the absence of exceptional circumstances, during the same period and at the same place as the General Assembly of the Organization.

(b) The Assembly shall meet in extraordinary session upon convocation by the Director General, at the request of the

Executive Committee or at the request of one-fourth of the countries members of the Assembly.

(8) The Assembly shall adopt its own rules of procedure.

Article 14

[Executive Committee]

(1) The Assembly shall have an Executive Committee.

(2) *(a)* The Executive Committee shall consist of countries elected by the Assembly from among countries members of the Assembly. Furthermore, the country on whose territory the Organization has its headquarters shall, subject to the provisions of Article 16(7)*(b)*, have an ex officio seat on the Committee.

(b) The Government of each country member of the Executive Committee shall be represented by one delegate, who may be assisted by alternate delegates, advisors, and experts.

(c) The expenses of each delegation shall be borne by the Government which has appointed it.

(3) The number of countries members of the Executive Committee shall correspond to one-fourth of the number of countries members of the Assembly. In establishing the number of seats to be filled, remainders after division by four shall be disregarded.

(4) In electing the members of the Executive Committee, the Assembly shall have due regard to an equitable geographical distribution and to the need for countries party to the Special Agreements established in relation with the Union to be among the countries constituting the Executive Committee.

(5) *(a)* Each member of the Executive Committee shall serve from the close of the session of the Assembly which elected it to the close of the next ordinary session of the Assembly.

(b) Members of the Executive Committee may be re-elected, but only up to a maximum of two-thirds of such members.

(c) The Assembly shall establish the details of the rules governing the election and possible re-election of the members of the Executive Committee.

(6) *(a)* The Executive Committee shall:

(i) prepare the draft agenda of the Assembly;

(ii) submit proposals to the Assembly in respect of the draft program and triennial budget of the Union prepared by the Director General;

(iii) approve, within the limits of the program and the triennial budget, the specific yearly budgets and programs prepared by the Director General;

(iv) submit, with appropriate comments, to the Assembly the periodical reports of the Director General and the yearly audit reports on the accounts;

(v) take all necessary measures to ensure the execution of the program of the Union by the Director General, in accordance with the decisions of the Assembly and having regard to circumstances arising between two ordinary sessions of the Assembly;

(vi) perform such other functions as are allocated to it under this Convention.

(b) With respect to matters which are of interest also to other Unions administered by the Organization, the Executive Committee shall make its decisions after having heard the advice of the Coordination Committee of the Organization.

(7) *(a)* The Executive Committee shall meet once a year in ordinary session upon convocation by the Director General, preferably during the same period and at the same place as the Coordination Committee of the Organization.

(b) The Executive Committee shall meet in extraordinary session upon convocation by the Director General, either on his own initiative, or at the request of its Chairman or one-fourth of its members.

(8) *(a)* Each country member of the Executive Committee shall have one vote.

(b) One-half of the members of the Executive Committee shall constitute a quorum.

(c) Decisions shall be made by a simple majority of the votes cast.

(d) Abstentions shall not be considered as votes.

(e) A delegate may represent, and vote in the name of, one country only.

(9) Countries of the Union not members of the Executive Committee shall be admitted to its meetings as observers.

(10) The Executive Committee shall adopt its own rules of procedure.

Article 15

[International Bureau]

(1) *(a)* Administrative tasks concerning the Union shall be performed by the International Bureau, which is a continuation of the Bureau of the Union united with the Bureau of the Union established by the International Convention for the Protection of Literary and Artistic Works. [1]

(b) In particular, the International Bureau shall provide the secretariat of the various organs of the Union.

(c) The Director General of the Organization shall be the chief executive of the Union and shall represent the Union.

(2) The International Bureau shall assemble and publish information concerning the protection of industrial property. Each country of the Union shall promptly communicate to the International Bureau all new laws and official texts concerning the protection of industrial property. Furthermore, it shall furnish the International Bureau with all the publications of its industrial property service of direct concern to the protection of industrial property which the International Bureau may find useful in its work.

(3) The International Bureau shall publish a monthly periodical.

[1] 331 UNTS 217.

(4) The International Bureau shall, on request, furnish any country of the Union with information on matters concerning the protection of industrial property.

(5) The International Bureau shall conduct studies, and shall provide services, designed to facilitate the protection of industrial property.

(6) The Director General and any staff member designated by him shall participate, without the right to vote, in all meetings of the Assembly, the Executive Committee, and any other committee of experts or working group. The Director General, or a staff member designated by him, shall be ex officio secretary of these bodies.

(7) *(a)* The International Bureau shall. in accordance with the directions of the Assembly and in cooperation with the Executive Committee, make the preparations for the conferences of revision of the provisions of the Convention other than Articles 13 to 17.

(b) The International Bureau may consult with intergovernmental and international non-governmental organizations concerning preparations for conferences of revision.

(c) The Director General and persons designated by him shall take part, without the right to vote, in the discussions at these conferences.

(8) The International Bureau shall carry out any other tasks assigned to it.

Article 16

[Finances]

(1) *(a)* The Union shall have a budget.

(b) The budget of the Union shall include the income and expenses proper to the Union, its contribution to the budget of expenses common to the Unions, and, where applicable, the sum made available to the budget of the Conference of the Organization.

(c) Expenses not attributable exclusively to the Union but also to one or more other Unions administered by the Organization shall be considered as expenses common to the Unions. The share of the Union in such common expenses shall be in proportion to the interest the Union has in them.

(2) The budget of the Union shall be established with due regard to the requirements of coordination with the budgets of the other Unions administered by the Organization.

(3) The budget of the Union shall be financed from the following sources:

(i) contributions of the countries of the Union;
(ii) fees and charges due for services rendered by the International Bureau in relation to the Union;
(iii) sale of, or royalties on, the publications of the International Bureau concerning the Union;
(iv) gifts, bequests, and subventions;
(v) rents, interests, and other miscellaneous income.

(4) *(a)* For the purpose of establishing its contribution towards the budget, each country of the Union shall belong to a class, and shall pay its annual contributions on the basis of a number of units fixed as follows:

Class I	25
Class II	20
Class III	15
Class IV	10
Class V	5
Class VI	3
Class VII	1

(b) Unless it has already done so, each country shall indicate, concurrently with depositing its instrument of ratification or accession, the class to which it wishes to belong. Any country may change class. If it chooses a lower class, the country must announce such change to the Assembly at one of its ordinary sessions. Any such change shall take effect at the beginning of the calendar year following the said session.

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(c) The annual contribution of each country shall be an amount in the same proportion to the total sum to be contributed to the budget of the Union by all countries as the number of its units is to the total of the units of all contributing countries.

(d) Contributions shall become due on the first of January of each year.

(e) A country which is in arrears in the payment of its contributions may not exercise its right to vote in any of the organs of the Union of which it is a member if the amount of its arrears equals or exceeds the amount of the contributions due from it for the preceding two full years. However, any organ of the Union may allow such a country to continue to exercise its right to vote in that organ if, and as long as, it is satisfied that the delay in payment is due to exceptional and unavoidable circumstances.

(f) If the budget is not adopted before the beginning of a new financial period, it shall be at the same level as the budget of the previous year, as provided in the financial regulations.

(5) The amount of the fees and charges due for services rendered by the International Bureau in relation to the Union shall be established, and shall be reported to the Assembly and the Executive Committee, by the Director General.

(6) *(a)* The Union shall have a working capital fund which shall be constituted by a single payment made by each country of the Union. If the fund becomes insufficient, the Assembly shall decide to increase it.

(b) The amount of the initial payment of each country to the said fund or of its participation in the increase thereof shall be a proportion of the contribution of that country for the year in which the fund is established or the decision to increase it is made.

(c) The proportion and the terms of payment shall be fixed by the Assembly on the proposal of the Director General and after it has heard the advice of the Coordination Committee of the Organization.

(7) *(a)* In the headquarters agreement concluded with the country on the territory of which the Organization has its headquarters, it shall be provided that, whenever the working capital fund is insufficient, such country shall grant advances. The amount of these advances and the conditions on which they are granted shall be the subject of separate agreements, in each case, between such country and the Organization. As long as it remains under the obligation to grant advances, such country shall have an ex officio seat on the Executive Committee.

(b) The country referred to in subparagraph *(a)* and the Organization shall each have the right to denounce the obligation to grant advances, by written notification. Denunciation shall take effect three years after the end of the year in which it has been notified.

(8) The auditing of the accounts shall be effected by one or more of the countries of the Union or by external auditors, as provided in the financial regulations. They shall be designated, with their agreement, by the Assembly.

Article 17

[Amendment of Articles 13 to 17]

(1) Proposals for the amendment of Articles 13, 14, 15, 16, and the present Article, may be initiated by any country member of the Assembly, by the Executive Committee, or by the Director General. Such proposals shall be communicated by the Director General to the member countries of the Assembly at least six months in advance of their consideration by the Assembly.

(2) Amendments to the Articles referred to in paragraph (1) shall be adopted by the Assembly. Adoption shall require three-fourths of the votes cast, provided that any amendment to Article 13, and to the present paragraph, shall require four-fifths of the votes cast.

(3) Any amendment to the Articles referred to in paragraph (1) shall enter into force one month after written noti-

fications of acceptance, effected in accordance with their respective constitutional processes, have been received by the Director General from three-fourths of the countries members of the Assembly at the time it adopted the amendment. Any amendment to the said Articles thus accepted shall bind all the countries which are members of the Assembly at the time the amendment enters into force, or which become members thereof at a subsequent date, provided that any amendment increasing the financial obligations of countries of the Union shall bind only those countries which have notified their acceptance of such amendment.

Article 18

[Revision of Articles 1 to 12 and 18 to 30]

(1) This Convention shall be submitted to revision with a view to the introduction of amendments designed to improve the system of the Union.

(2) For that purpose, conferences shall be held successively in one of the countries of the Union among the delegates of the said countries.

(3) Amendments to Articles 13 to 17 are governed by the provisions of Article 17.

Article 19

[Special Agreements]

It is understood that the countries of the Union reserve the right to make separately between themselves special agreements for the protection of industrial property, in so far as these agreements do not contravene the provisions of this Convention.

Article 20

[Ratification or Accession by Countries of the Union; Entry Into Force]

(1) *(a)* Any country of the Union which has signed this Act may ratify it, and, if it has not signed it, may accede to it. Instruments of ratification and accession shall be deposited with the Director General.

(b) Any country of the Union may declare in its instrument of ratification or accession that its ratification or accession shall not apply:

(i) to Articles 1 to 12, or

(ii) to Articles 13 to 17.

(c) Any country of the Union which, in accordance with subparagraph *(b)*, has excluded from the effects of its ratification or accession one of the two groups of Articles referred to in that subparagraph may at any later time declare that it extends the effects of its ratification or accession to that group of Articles. Such declaration shall be deposited with the Director General.

(2) *(a)* Articles 1 to 12 shall enter into force, with respect to the first ten countries of the Union which have deposited instruments of ratification or accession without making the declaration permitted under paragraph (1)*(b)*(i), three months after the deposit of the tenth such instrument of ratification or accession.

(b) Articles 13 to 17 shall enter into force, with respect to the first ten countries of the Union which have deposited instruments of ratification or accession without making the declaration permitted under paragraph (1)*(b)*(ii), three months after the deposit of the tenth such instrument of ratification or accession.

(c) Subject to the initial entry into force, pursuant to the provisions of subparagraphs *(a)* and *(b)*, of each of the two groups of Articles referred to in paragraph (1)*(b)*(i) and (ii). and subject to the provisions of paragraph (1)*(b)*, Articles 1 to 17 shall, with respect to any country of the Union, other than those referred to in subparagraphs *(a)* and *(b)*, which deposits an instrument of ratification or accession or any country of the Union which deposits a declaration pursuant to paragraph (1)*(c)*, enter into force three months after the date of notification by the Director General of such deposit, unless a subsequent date has been indicated in the instrument or decla-

ration deposited. In the latter case, this Act shall enter into force with respect to that country on the date thus indicated.

(3) With respect to any country of the Union which deposits an instrument of ratification or accession, Articles 18 to 30 shall enter into force on the earlier of the dates on which any of the groups of Articles referred to in paragraph (1)*(b)* enters into force with respect to that country pursuant to paragraph (2)*(a)*, *(b)*, or *(c)*.

Article 21

[Accession by Countries Outside the Union; Entry Into Force]

(1) Any country outside the Union may accede to this Act and thereby become a member of the Union. Instruments of accession shall be deposited with the Director General.

(2) *(a)* With respect to any country outside the Union which deposits its instrument of accession one month or more before the date of entry into force of any provisions of the present Act, this Act shall enter into force, unless a subsequent date has been indicated in the instrument of accession, on the date upon which provisions first enter into force pursuant to Article 20(2) *(a)* or *(b)*; provided that:

(i) if Articles 1 to 12 do not enter into force on that date, such country shall, during the interim period before the entry into force of such provisions, and in substitution therefor, be bound by Articles 1 to 12 of the Lisbon Act,

(ii) if Articles 13 to 17 do not enter into force on that date, such country shall, during the interim period before the entry into force of such provisions, and in substitution therefor, be bound by Articles 13 and 14(3), (4), and (5), of the Lisbon Act.

If a country indicates a subsequent date in its instrument of accession, this Act shall enter into force with respect to that country on the date thus indicated.

(b) With respect to any country outside the Union which deposits its instrument of accession on a date which is subsequent to, or precedes by less than one month, the entry into

force of one group of Articles of the present Act, this Act shall, subject to the proviso of subparagraph *(a)*, enter into force three months after the date on which its accession has been notified by the Director General, unless a subsequent date has been indicated in the instrument of accession. In the latter case, this Act shall enter into force with respect to that country on the date thus indicated.

(3) With respect to any country outside the Union which deposits its instrument of accession after the date of entry into force of the present Act in its entirety, or less than one month before such date, this Act shall enter into force three months after the date on which its accession has been notified by the Director General, unless a subsequent date has been indicated in the instrument of accession. In the latter case, this Act shall enter into force with respect to that country on the date thus indicated.

Article 22

[Consequences of Ratification or Accession]

Subject to the possibilities of exceptions provided for in Articles 20(1)*(b)* and 28(2), ratification or accession shall automatically entail acceptance of all the clauses and admission to all the advantages of this Act.

Article 23

[Accession to Earlier Acts]

After the entry into force of this Act in its entirety, a country may not accede to earlier Acts of this Convention.

Article 24

[Territories]

(1) Any country may declare in its instrument of ratification or accession, or may inform the Director General by written notification any time thereafter, that this Convention shall be applicable to all or part of those territories, designated in the declaration or notification, for the external relations of which it is responsible.

(2) Any country which has made such a declaration or given such a notification may, at any time, notify the Director General that this Convention shall cease to be applicable to all or part of such territories.

(3) *(a)* Any declaration made under paragraph (1) shall take effect on the same date as the ratification or accession in the instrument of which it was included, and any notification given under such paragraph shall take effect three months after its notification by the Director General.

(b) Any notification given under paragraph (2) shall take effect twelve months after its receipt by the Director General.

Article 25

[Implementation of the Convention on the Domestic Level]

(1) Any country party to this Convention undertakes to adopt, in accordance with its constitution, the measures necessary to ensure the application of this Convention.

(2) It is understood that, at the time a country deposits its instrument of ratification or accession, it will be in a position under its domestic law to give effect to the provisions of this Convention.

Article 26

[Denunciation]

(1) This Convention shall remain in force without limitation as to time.

(2) Any country may denounce this Act by notification addressed to the Director General. Such denunciation shall constitute also denunciation of all earlier Acts and shall affect only the country making it, the Convention remaining in full force and effect as regards the other countries of the Union.

(3) Denunciation shall take effect one year after the day on which the Director General has received the notification.

(4) The right of denunciation provided by this Article shall not be exercised by any country before the expiration of

five years from the date upon which it becomes a member of the Union.

Article 27

[Application of Earlier Acts]

(1) The present Act shall, as regards the relations between the countries to which it applies, and to the extent that it applies, replace the Convention of Paris of March 20, 1883, and the subsequent Acts of revision.

(2) *(a)* As regards the countries to which the present Act does not apply, or does not apply in its entirety, but to which the Lisbon Act of October 31, 1958, applies, the latter shall remain in force in its entirety or to the extent that the present Act does not replace it by virtue of paragraph (1).

(b) Similarly, as regards the countries to which neither the present Act, nor portions thereof, nor the Lisbon Act applies, the London Act of June 2, 1934, shall remain in force in its entirety or to the extent that the present Act does not replace it by virtue of paragraph (1).

(c) Similarly, as regards the countries to which neither the present Act, nor portions thereof, nor the Lisbon Act, nor the London Act applies, the Hague Act of November 6, 1925, shall remain in force in its entirety or to the extent that the present Act does not replace it by virtue of paragraph (1).

(3) Countries outside the Union which become party to this Act shall apply it with respect to any country of the Union not party to this Act or which, although party to this Act, has made a declaration pursuant to Article 20(1)*(b)*(i). Such countries recognize that the said country of the Union may apply, in its relations with them, the provisions of the most recent Act to which it is party.

Article 28

[Disputes]

(1) Any dispute between two or more countries of the Union concerning the interpretation or application of this

Convention, not settled by negotiation, may, by any one of the countries concerned, be brought before the International Court of Justice by application in conformity with the Statute of the Court, [1] unless the countries concerned agree on some other method of settlement. The country bringing the dispute before the Court shall inform the International Bureau; the International Bureau shall bring the matter to the attention of the other countries of the Union.

(2) Each country may, at the time it signs this Act or deposits its instrument of ratification or accession, declare that it does not consider itself bound by the provisions of paragraph (1). With regard to any dispute between such country and any other country of the Union, the provisions of paragraph (1) shall not apply.

(3) Any country having made a declaration in accordance with the provisions of paragraph (2) may, at any time, withdraw its declaration by notification addressed to the Director General.

Article 29

[Signature, Languages, Depositary Functions]

(1) *(a)* This Act shall be signed in a single copy in the French language and shall be deposited with the Government of Sweden.

(b) Official texts shall be established by the Director General, after consultation with the interested Governments, in the English, German, Italian, Portuguese, Russian and Spanish languages, and such other languages as the Assembly may designate.

(c) In case of differences of opinion on the interpretation of the various texts, the French text shall prevail.

(2) This Act shall remain open for signature at Stockholm until January 13, 1968.

(3) The Director General shall transmit two copies, certified by the Government of Sweden, of the signed text of this

[1] TS 993; 59 Stat. 1055.

Act to the Governments of all countries of the Union and, on request, to the Government of any other country.

(4) The Director General shall register this Act with the Secretariat of the United Nations.

(5) The Director General shall notify the Governments of all countries of the Union of signatures, deposits of instruments of ratification or accession and any declarations included in such instruments or made pursuant to Article 20(1)*(c)*, entry into force of any provisions of this Act, notifications of denunciation, and notifications pursuant to Article 24.

Article 30

[Transitional Provisions]

(1) Until the first Director General assumes office, references in this Act to the International Bureau of the Organization or to the Director General shall be deemed to be references to the Bureau of the Union or its Director, respectively.

(2) Countries of the Union not bound by Articles 13 to 17 may, until five years after the entry into force of the Convention establishing the Organization, exercise, if they so desire, the rights provided under Articles 13 to 17 of this Act as if they were bound by those Articles. Any country desiring to exercise such rights shall give written notification to that effect to the Director General; such notification shall be effective from the date of its receipt. Such countries shall be deemed to be members of the Assembly until the expiration of the said period.

(3) As long as all the countries of the Union have not become Members of the Organization, the International Bureau of the Organization shall also function as the Bureau of the Union, and the Director General as the Director of the said Bureau.

(4) Once all the countries of the Union have become Members of the Organization, the rights, obligations, and property, of the Bureau of the Union shall devolve on the International Bureau of the Organization.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Act. DONE at Stockholm, on July 14, 1967.

FOR SOUTH AFRICA:

T. Schoeman

FOR ALGERIA:

Not bound by Article 28, paragraph (1).
A. Hacene

FOR ARGENTINA:

FOR AUSTRALIA:

FOR AUSTRIA:

Gottfried H. Thaler

FOR BELGIUM:

Bon F. Cogels

FOR BRAZIL:

FOR BULGARIA:

V. Chivarov
1/11/68 g. The People's Republic of Bulgaria is making a reservation concerning the provisions of Article 28, subparagraph 1, and a statement on the provisions of Article 24 of the Convention, expressed in the note verbale sub. No. 32 of January 11, 1968 of the Bulgarian Embassy at Stockholm presented to the Ministry of Foreign Affairs of the Kingdom of Sweden.

FOR CAMEROON:

Ekani

FOR CANADA:

FOR CEYLON:

FOR CYPRUS:

FOR THE CONGO (BRAZZAVILLE):

FOR THE IVORY COAST:

Bile

FOR CUBA:

A. M. González 12/1/68

FOR DAHOMEY:

FOR DENMARK:

Julie Olsen

FOR SPAIN:

J. F. Alcover
Electo J. Garcia Tejedor

FOR THE UNITED STATES OF AMERICA:

Eugene M. Braderman

FOR FINLAND:

Paul Gustafsson

FOR FRANCE:

B. de Menthon

FOR GABON:

S. F. Oyoué

FOR GREECE:

J. A. Dracoulis

FOR HAITI:

FOR THE UPPER VOLTA:

FOR HUNGARY:

Esztergályos
12/1/1968 subject to ratification

FOR INDONESIA:

Ibrahim Jasin
12th January 1968. In signing this Convention the Government of the Republic of Indonesia, in conformity with Article 28 (1) of the Convention, declares that it does not consider itself bound by the provisions set forth in Article 28 (1) of the said Convention.

FOR IRAN:

A. Daraï

FOR IRELAND:

Valentin Iremonger 12 January 1968

FOR ICELAND:

Arni Tryggvason

FOR ISRAEL:

Z. Sher
G. Gavrieli

FOR ITALY:

Cippico
Giorgio Ranzi

FOR JAPAN:

M. Takahashi
C. Kawade

FOR KENYA:

M. K. Mwendwa

FOR LAOS:

FOR LEBANON:

FOR LIECHTENSTEIN:

Marianne Marxer

FOR LUXEMBOURG:

J. P. Hoffmann

FOR MADAGASCAR:

Ratovondriaka

FOR MALAWI:

FOR MOROCCO:

H'ssaine

FOR MAURITANIA:

FOR MEXICO:

FOR MONACO:

J. M. Notari

FOR NIGER:

A. Wright

FOR NIGERIA:

FOR NORWAY:

Subject to ratification
Jens Evensen
B. Stuevold Lassen

FOR NEW ZEALAND:

FOR UGANDA:

FOR THE NETHERLANDS:

Gerbrandy
W. G. Belinfante

FOR THE PHILIPPINES:

Lauro Baja

FOR POLAND:

M. Kajzer
January 10, 1968 subject to later ratification and with the reservation and the declaration made in the note of January 10, 1968 of the Embassy of the Polish People's Republic of Stockholm.

FOR PORTUGAL:

Adriano de Carvalho
José de Oliveira Ascensão
Ruy Alvaro Costa de Morais Serrão

FOR THE UNITED ARAB REPUBLIC:

FOR THE CENTRAL AFRICAN REPUBLIC:

L. P. Gamba

FOR THE DOMINICAN REPUBLIC:

FOR THE FEDERAL REPUBLIC OF GERMANY:

Kurt Haertel

FOR THE REPUBLIC OF VIET-NAM:

FOR ROMANIA:

With the reservation specified in paragraph 2 of Article 28
C. Stanescu
Marinete

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:

Gordon Grant
William Wallace

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FOR SAN MARINO:

FOR THE HOLY SEE:

Gunnar Sterner

FOR SENEGAL:

A. Seck

FOR SWEDEN:

Herman Kling
Åke v. Zweigbergk

FOR SWITZERLAND:

Hans Morf
Joseph Voyame

FOR SYRIA:

FOR TANZANIA:

FOR CHAD:

FOR CZECHOSLOVAKIA:

FOR TRINIDAD AND TOBAGO:

FOR TUNISIA:

M. Kedadi

FOR TURKEY:

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:

10/12/67 g. The Union of Soviet Socialist Republics does not consider itself bound by the provisions of paragraph 1, Article 28 of the Stockholm Act of the Paris Convention for the Protection of Industrial Property, regarding the question of settlement of disputes concerning the interpretation and application of the Convention.
Maltsev

FOR URUGUAY:

FOR YUGOSLAVIA:

A. Jelić

FOR ZAMBIA:

The Senate of the United States of America by its resolution of February 28, 1970, two-thirds of the Senators present concurring therein, gave its advice and consent to the ratification of the revised Convention;

The revised Convention, except for Articles 1 through 12, was ratified by the President of the United States of America on May 4, 1970;

The United States of America deposited its instrument of ratification of the revised Convention, except for Articles 1 through 12, on May 25, 1970 and notification of such deposit was given on June 5, 1970 by the Director of the United International Bureaux for the Protection of Intellectual Property, in accordance with the provisions of Article 20(1)(a), (b)(i), and Article 29(5);

Pursuant to the provisions of Article 20 of the revised Convention, the provisions of Articles 13 through 30 of the revised Convention entered into force initially on April 26, 1970, and the provisions of Articles 1 through 12 entered into force initially on May 19, 1970; the provisions of the revised Convention, except for Articles 1 through 12, will enter into force for the United States of America on September 5, 1970, three months after the date of notification by the Director of the United International Bureaux for the Protection of Intellectual Property of the deposit of ratification by the United States of America;

Now, THEREFORE, I, Richard Nixon, President of the United States of America, proclaim and make public the revised Convention, to the end that it shall be observed and fulfilled with good faith on and after September 5, 1970, except for Articles 1 through 12, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this twelfth day of August in the year of our Lord one thousand nine hundred seventy and [SEAL] of the Independence of the United States of America the one hundred ninety-fifth.

RICHARD NIXON

By the President:
WILLIAM P ROGERS
Secretary of State

SPAIN

Friendship and Cooperation

Agreement signed at Washington August 6, 1970; Entered into force September 26, 1970. With exchanges of notes and letters.

AGREEMENT OF FRIENDSHIP AND COOPERATION BETWEEN THE UNITED STATES OF AMERICA AND SPAIN

The Governments of the United States of America and Spain,

Conscious of the desires of their respective peoples for peace, security and the maintenance of their independence, and

Recognizing that the security and integrity of each of the two countries continues to be a matter of concern to the other, and

Inspired by the purposes and principles of the Charter of the United Nations, [1] and

Desiring to reaffirm and to further the friendship between their peoples, in the spirit of the Treaty of Friendship and General Relations signed at Madrid July 3, 1902, [2] and

Desiring to establish on a more comprehensive basis the cooperation between the two Governments, which has been fostered by such friendship, so that both Governments, through mutual exchanges and support, may promote the well-being and progress of their peoples, enabling them to meet effectively the challenges of the modern world,

Have agreed as follows:

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[1] TS 993; 59 Stat. 1031.
[2] TS 422; 33 Stat. 2105.

CHAPTER I

General Cooperation

Article 1. The Governments of the United States and Spain will continue their close cooperation and intimate working relationship, including regular mutual consultation by their Foreign Ministers, other members of the Governments, or their representatives, on all matters of common concern or interest, as deemed desirable by the two Governments.

Article 2. Such cooperation and relationship will be developed in those areas in which they have heretofore existed; in new areas deemed by the two Governments to require their urgent mutual attention, as specifically provided hereinafter; and in those other areas which the two Governments may consider appropriate in the future.

CHAPTER II

Educational and Cultural Cooperation

Article 3. In recognition of the importance of the cultural achievements of both countries, and in order to strengthen even more the friendship and understanding that traditionally have existed between their peoples, the Governments of the United States and Spain agree to expand their present exchanges in the educational and cultural fields, in number as well as in scope, subject to the constitutional processes and legislative requirements of the two countries.

Article 4. The expansion of these exchanges will involve teachers, research experts, scientists, scholars and students, and will extend into all branches of learning, especially natural and applied sciences, economics, and the language and culture of the two countries. In the field of arts and letters both Governments

will sponsor visits of authors and artists and the reciprocal dissemination of their works.

Article 5. Both Governments recognize the importance of the Fulbright-Hays program to promote educational and cultural exchanges between the two countries, and therefore they consider it desirable to expand the responsibilities of the Commission for Cultural Exchange between the United States of America and Spain established by the Agreement of October 16, 1958, and renewed by the Agreement of March 18, 1964. [1] The Spanish Government reaffirms its decision to contribute regularly to the financing of the Fulbright-Hays program.

Article 6. In its desire to cooperate with the Spanish Government in the expansion of the Spanish educational system and Spanish scientific and technical development, the Government of the United States, subject to United States legislation and the appropriation of funds by the Congress, will assist Spain in research, development, and advanced training of professors and other teaching personnel, particularly in the scientific disciplines, and training of new professors and other teaching personnel, and will provide documents, equipment, and materials for research laboratories and libraries as appropriate in the new Spanish universities and other centers of higher learning.

Article 7. In order to accomplish the goals of Article 6, the Government of the United States will consider with the greatest interest the specific programs that Spain presents to it in the fields mentioned in Article 6, and will cooperate in such programs, lending such assistance as the United States may provide subject to United States legislation and the appropriation of funds by the Congress. To the extent

[1] TIAS 4120, 4612, 5737; 9 UST 1311; 11 UST 2345; 15 UST 2446.

necessary and appropriate, these matters will be the subject of special agreements between the appropriate authorities of the two Governments.

Article 8. The two Governments consider it a matter of special interest to increase the knowledge of their respective languages in the two countries, by encouraging the activities of institutions and organizations that engage in the teaching of Spanish and the dissemination of Spanish culture in the United States, and at the same time encouraging the activities of institutions and organizations in Spain that carry on similar work with respect to the language and culture of the United States.

CHAPTER III

Scientific and Technical Cooperation

Article 9. Since science and technology are increasingly important for the development of a country, the Governments of the United States and Spain recognize that scientific and technical cooperation will be of great value in advancing the bonds of friendship, the state of the sciences and the resolution of the problems they share in common. Both Governments also recognize the desirability of devoting special attention to cooperation in the exchange of the results of scientific and technical research for their mutual economic and social benefits.

Article 10. Both Governments will undertake a broad program of scientific and technical cooperation for peaceful purposes.

Article 11. The cooperation between the two Governments will be based essentially on the following principles:

(a) Selection of specific scientific and technical sectors of major interest and yield.

(b) Preparation of plans for collaboration between research centers of the two countries.

(c) Programs for sending to Spain American professors and researchers of established reputation to cooperate in the advanced training of scientific and technological researchers.

(d) The establishment of appropriate channels for putting into operation, developing and supervising specific programs of scientific and technical cooperation.

Article 12. For the purposes of this Chapter, the two Governments consider the following areas, among others, to be of special interest:

(a) Civil uses of atomic energy, in accordance with the agreement of August 16, 1957, as amended. [1]

(b) The exploration and use of space, including intercontinental experiments with satellite communications, in accordance with the exchange of notes of September 18, 1964, and January 26, 1965; [2] spaceship tracking stations and operations, in accordance with the exchange of notes of April 14, 1966; [3] and the measurement of winds and temperatures at high altitudes, in accordance with the exchange of notes of April 14, 1966. [4]

(c) Marine sciences, including joint biological, physical and ecological projects to improve and increase the oceanic resources and their use.

(d) Medical and biological sciences, industrial technology, electronics and the social sciences.

Article 13. Any obligations arising pursuant to this Chapter shall be subject to the constitutional processes and legislative requirements of the respective countries.

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[1] TIAS 3988, 5990; 9 UST 167; 17 UST 470.
[2] TIAS 5761; 16 UST 68.
[3] TIAS 6003; 17 UST 570.
[4] TIAS 5992; 17 UST 493.

CHAPTER IV

Cooperation on Environmental and Urban Development Problems

Article 14. The Governments of the United States and Spain recognize that among the principal problems with which their peoples are faced are the dangers to which man is exposed by the deterioration of his environment. Both Governments agree on the need to give urgent attention to such problems and they will begin consultations in order to determine how to coordinate their mutual efforts for their solution.

Article 15. Cooperation for the purposes stated in the foregoing Article will be effected through the exchange of information, the development of teaching and research centers, the training of personnel in specialized institutions, the sending of experts, and the supply of material for carrying out projects of common interest.

Article 16. The fields in which cooperation will be developed will be as follows:

(a) The fight against pollution in all its forms, especially in the atmosphere, in waters and in the soil;

(b) Ecology and wildlife conservation;

(c) Urban and regional planning, including urban renewal and improvement, traffic control, reduction of noise, and protection of the landscape.

CHAPTER V

Agricultural Cooperation

Article 17. The Governments of the United States and Spain recognize that the agricultural sector is of great mutual interest

and that it may hold opportunities for exchange of knowledge and assistance; therefore the two Governments agree to study expanding their cooperation in this field.

Article 18. For the purpose of developing the cooperation referred to in the preceding Article, both parties will study the harmonization of standards and common agricultural sanitation provisions; the possibility of carrying out transactions in agricultural surpluses under a system of concessional sales for social or charitable purposes; the preparation of joint plans for teacher training, not only in the classic agricultural disciplines (e.g. agronomy, zootechny, genetics, soil science, horticulture, agricultural engineering) but also in the more modern branches (e.g. food technology, marketing of farm products, rural economics and sociology, forest management); the feasibility of exchange of university professors and agricultural researchers of both countries; scholarships for graduates in agricultural sciences; and the exchange of information on scientific and technical progress in agriculture.

Article 19. In the cooperation between the two Governments, special attention will be given to the Spanish programs of rural management, irrigation, reforestation, and the development of the livestock industry.

Article 20. The two Governments will undertake to exchange their technical knowledge and experience acquired in the sectors named in the preceding Article, whenever possible, including information on the economic aspects of the agricultural market, and to that end they will promote the exchange of technicians and experts in the preparation and execution of such programs.

CHAPTER VI

Economic Cooperation

The Governments of the United States and Spain, desiring to maintain and expand their present cooperation, have examined the situation of their economies in the world context and have reaffirmed their determination to advance and develop their economic relations, and to that end they have agreed as follows:

Article 21. The two Governments reaffirm their determination to expand their trade relations, and consequently they will seek to avoid, insofar as possible and to the extent allowed by their respective economic situations and the development of their balances of payments, measures that effect restrictions on the flow of their reciprocal trade, in accordance with the provisions of the General Agreement on Tariffs and Trade. [1]

Article 22. The two Governments consider it desirable to have a normal flow of United States direct investments in Spain, and to that end they will adopt, provided the United States balance of payments so permits, the necessary measures for encouraging the development of such investments. A similar criterion shall be applied, insofar as circumstances permit, to reducing restrictions imposed by the United States for balance of payments reasons on the purchase of foreign securities, including Spanish securities, by United States citizens in the United States.

Article 23. The two Governments recognize that the loans granted by the Export-Import Bank of the United States have been an important stimulus for the purchase of United States capital goods by Spanish enterprises. Consequently, they will continue in the future to facilitate and give maximum attention to the development of these financial relations.

[1] TIAS 1700; 61 Stat., pts. 5 and 6.

Article 24. The Government of Spain reiterates its objectives of achieving by progressive steps its full integration in the European Community. The Government of the United States declares its sympathetic understanding of Spain's objectives of full integration. The two Governments agree to consult with each other and to keep in close contact in seeking to arrive at mutually satisfactory solutions for any problems of principle or procedure as may arise for either of them in this connection.

Article 25. The two Governments will exchange information on the negotiations now in progress for the establishment of a generalized system of preferences in favor of developing countries.

Article 26. The two Governments reaffirm their interest in continuing the consultations of the Joint Spanish-United States Economic Committee created in 1968, maintaining the competence and terms of reference vested in it in the exchange of notes of July 15, 1968, [1] for the examination of financial and other economic matters of mutual interest. The Committee will meet alternatively in Washington and Madrid at mutually convenient times, under the chairmanship of representatives of appropriate level designated by their respective Governments.

CHAPTER VII

Cooperation with respect to Public Information

Article 27. The Governments of the United States and Spain recognize the value and significance that have been attained in present times by the information media, and they reaffirm their interest in strengthening their cooperation in this field.

Article 28. In order that public opinion in their respective countries may develop a better mutual understanding, both Governments will encourage by all means at their disposal

[1] TIAS 6698; 20 UST 843.

the exchange of radio and television programs, will mutually assist their respective information media, and will prepare an effective long-range plan for exchange in all fields of information dissemination.

Article 29. The two Governments reaffirm their desire to continue and to expand the exchange of their respective official publications.

CHAPTER VIII

Cooperation for Defense

The Governments of the United States and Spain are in agreement in considering that the threat to peace is the greatest problem faced by the modern world, and that it requires that both Governments remain vigilant and continue to develop their ability to defend themselves against such a threat. Consequently, both Governments, within the framework of their constitutional processes, and to the extent feasible and appropriate, will make compatible their respective defense policies in areas of mutual interest, and will grant each other reciprocal defense support as follows:

Article 30. Each Government will support the defense system of the other and make such contributions as are deemed necessary and appropriate to achieve the greatest possible effectiveness of those systems to meet possible contingencies, subject to the terms and conditions set forth hereinafter.

Article 31. The Government of the United States agrees to support Spanish defense efforts, as necessary and appropriate, by contributing to the modernization of Spanish defense industries, as well as granting military assistance to Spain, in accordance with applicable agreements.[1] This support will be

[1] E.g., TIAS 2849; 4 UST 1876.

conditioned by the priorities and limitations created by the international commitments of the United States and the exigencies of the international situation and will be subject to the appropriation of funds by the Congress, whenever the case so requires, and to United States legislation.

Article 32. The Government of Spain, subject to Spanish constitutional provisions and legislation in force, will authorize the Government of the United States to use and maintain for military purposes certain facilities in Spanish military installations agreed upon by the two Governments. Any major construction that may be necessary for the exercise of this use shall be subject to agreement between the two Governments in the Joint Committee created in Article 36 of this Chapter. The United States is further authorized to station and house the civilian and military personnel necessary for such use; to provide for their security, discipline, and welfare; to store and guard provisions, supplies, equipment and materiel; and to maintain the services necessary for such purposes. The exercise of the functions authorized herein shall be subject to such express terms and technical conditions as the two Governments may agree upon.

Article 33.

(a) The Government of Spain assumes the obligation of adopting the security measures necessary for the exercise of the functions authorized in Article 32. The United States may exercise the necessary supervision and protection of its personnel, equipment and materiel.

(b) The above-mentioned use by the Government of the United States of facilities in Spanish military installations will be free of all taxes, charges and encumbrances. The Government of

Spain will retain free of all charges the ownership of all permanent works constructed for the purpose of this Agreement.

(c) The Government of the United States may remove at any time nonpermanent constructions installed at its expense, as well as its personnel, property, equipment and materiel. However, any substantial removal prior to the expiration of this Agreement will be the subject of prior consultation of the two Governments in the Joint Committee. In the event that any such removal would bring about adverse security consequences, the two Governments will consult immediately in order to adopt appropriate measures.

(d) Whenever the Government of the United States relinquishes a facility authorized in this Chapter, either prior to or as a result of the expiration of the five or ten year period specified in Article 38, the Government of the United States shall not be obligated to leave such facility in the same state and condition it was in prior to its utilization by the Government of the United States, or to compensate Spain for not having returned it in such state, but shall leave the land and permanent constructions thereon in serviceable condition for use by Spanish authorities, provided that the Government of the United States shall incur no additional expense thereby.

(e) In normal circumstances any substantial increase in the personnel or military equipment of the United States in Spain, or any substantial increase in the use by the United States of facilities in Spanish military installations regulated by this Agreement, will be the subject of prior consultation in the Joint Committee and agreed upon between the two Governments through diplomatic channels.

Article 34. In the case of external threat or attack against the security of the West, the time and manner of the use by the United States of the facilities referred to in this Chapter to meet such threat or attack will be the subject of urgent consultations between the two Governments, and will be resolved by mutual agreement in light of the situation created. Such urgent consultations shall take place in the Joint Committee, but when the imminence of the danger so requires, the two Governments will establish direct contact in order to resolve the matter jointly. Each Government retains, however, the inherent right of self-defense.

Article 35. Both Governments consider it necessary and appropriate that the cooperation for defense regulated by this Chapter form a part of the security arrangements for the Atlantic and Mediterranean areas, and to that end they will endeavor to work out by common accord the liaison deemed advisable with the security arrangements for those areas.

Article 36. In order to establish the necessary coordination between the two Governments and to ensure greater effectiveness of the reciprocal defense support granted by the two Governments to each other, the Governments of the United States and Spain agree to establish a Joint Committee on defense matters. The Joint Committee will be the organ in which the two Governments normally will consult with each other and resolve matters that may arise in connection with the reciprocal defense support referred to in this Chapter. The Joint Committee will be organized and will function as specified in the Annex to this Agreement.

Article 37. The two Governments will determine by common accord, through an exchange of notes on this date, the facilities

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referred to in Article 32 of this Chapter, as well as the United States force levels in Spain and the assistance programs referred to in Article 31 of this Chapter. Thereafter any change in the number or extent of such facilities will be negotiated in the Joint Committee and agreed upon between the two Governments through an exchange of notes.

CHAPTER IX

Final Provisions

Article 38. This Agreement shall enter into force on September 26, 1970, and will remain in force for five years, whereupon it may be extended, if both Governments agree, for another five years.

Article 39. In order to facilitate the withdrawal of the personnel, property, equipment and material of the Government of the United States located in Spain pursuant to Chapter VIII of this Agreement, a period of one year, during which the withdrawal must be completed, is provided. Such withdrawal shall be commenced immediately upon the expiration of the five year initial period, or, if the Agreement is extended, upon the expiration of the five year extension period. During the withdrawal period above mentioned, not to exceed one year, all of the rights, privileges and obligations deriving from Chapter VIII of this Agreement shall remain in force as long as United States troops remain in Spain.

Article 40. The entry into force of this Agreement will in no way affect the validity or terms of any agreement existing between the Governments of the United States and Spain, with the exception of the Defense Agreement between the United States and Spain, dated September 26, 1953, and its supplementary agreements [1] which shall thereupon be superseded.

[1] TIAS 2850, 5437, 6699; 4 UST 1895; 14 UST 1406; 20 UST 847.

Done at Washington in duplicate, in the English and Spanish languages, each of which shall be equally authentic, this sixth day of August, 1970.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

[SEAL] [1]

FOR THE GOVERNMENT OF SPAIN:

[SEAL] [2]

[1] William P Rogers
[2] Gregorio Lopez Bravo

Annex

1. The Joint Committee established in Article 36 of Chapter VIII of the Agreement of Friendship and Cooperation Between the United States of America and Spain signed on August 6, 1970 will be composed of the United States Ambassador to Spain and the Foreign Minister of Spain as Co-Chairmen, with the Commander-in-Chief, United States European Command and the Chief of the Spanish High General Staff as their military advisers.

2. The Joint Committee will be permanent throughout the term of the aforesaid Agreement and shall be organized so as to function on a continuous basis.

3. The Joint Committee shall have its headquarters in Madrid, but may hold meetings in other places at the request of either of the two Governments, such places to be determined by mutual agreement.

4. A permanent Secretariat of the Joint Committee shall be established, composed of two members representing each of the two Governments, who shall be charged with the daily handling of routine matters and the preparation of those matters which must be submitted to the Joint Committee for consideration.

5. The Joint Committee will establish such subcommittees as may be appropriate for the discharge of its responsibilities.

6. Subordinate to the Joint Committee, as a Subcommittee thereof, there will be a Joint Air Control and Coordination Center, to maintain and operate a system of warning for air space defense, to assist in the regulation of air traffic, and to provide a means for coordination of the actions of the United States and Spanish forces. The details of the organization and

initial tasks of the Joint Air Control and Coordination Center will be determined by the Joint Committee within two months following the entry into force of this Agreement.

7. The Joint Committee will be assisted by the civilian and military personnel necessary for the fulfillment of its purposes.

8. The Joint Committee shall report to the two Governments on its activities on a monthly basis, and in all cases when the importance of the matter so indicates.

9. The Joint Committee shall prepare and present to both Governments an annual plan to facilitate making compatible their respective defense policies in areas of mutual interest pursuant to Chapter VIII of the aforesaid Agreement.

10. The Government of Spain will provide adequate premises for the Joint Committee. The Co-Chairmen shall determine personnel and administrative needs and arrange for the preservation of the Joint Committee's records and archives.

CONVENIO DE AMISTAD Y COOPERACION ENTRE
LOS ESTADOS UNIDOS DE AMERICA Y ESPAÑA

Los Gobiernos de los Estados Unidos de América y de España,

Conscientes de los deseos de paz, seguridad y mantenimiento de la independencia de sus respectivos pueblos,

Reconociendo que la seguridad e integridad de cada uno de sus países continúa afectando al otro,

Inspirados en los propósitos y principios de la Carta de las Naciones Unidas,

Deseosos de reafirmar y estrechar la amistad entre sus pueblos, dentro del espíritu del Tratado de Amistad y Relaciones Generales firmado en Madrid el 3 de Julio de 1902,

Deseando establecer sobre una base más amplia la cooperación que dicha amistad ha fomentado entre los dos Gobiernos a fin de que, mediante apoyo e intercambios mútuos, puedan promover el bienestar social y el progreso de sus pueblos, y éstos puedan enfrentarse de manera eficaz con los problemas del mundo moderno,

Han convenido lo siguiente :

CAPITULO I

COOPERACION GENERAL

Artículo 1. Los Gobiernos de los Estados Unidos y de España continuarán manteniendo una estrecha cooperación y una íntima relación de trabajo, que incluirá consultas mútuas periódicas de sus Ministros de Asuntos Exteriores y de otros miembros de ambos Gobiernos o sus representantes, sobre todas aquellas materias de preocupación o interés comunes que estimen convenientes ambos Gobiernos.

Artículo 2. Esta cooperación y relación se desarrollarán en los sectores en que han existido hasta ahora, en nuevos sectores que ambos Gobiernos consideran requieren su urgente atención mútua en la forma que se especifica más adelante, y en aquellas otras áreas que ambos Gobiernos en el futuro puedan estimar oportunas.

CAPITULO II

COOPERACION CULTURAL Y EDUCATIVA

Artículo 3. En reconocimiento de la importancia de los valores culturales de ambos países, y con el fín de estrechar aún más la amistad y el entendimiento que históricamente han existido entre ambos pueblos, los Gobiernos de los Estados Unidos de América y de España convienen en ampliar sus actuales intercambios en los campos cultural y educativo, tanto en su número como en su alcance, con sujeción a las normas constitucionales y requisitos legislativos de los dos países.

Artículo 4. En la ampliación de estos intercambios quedarán incluídos profesores, investigadores, científicos, intelectuales y estudiantes, y comprendidas todas las ramas del saber, en especial las ciencias naturales y aplicadas, las ciencias económicas, y la lengua y la cultura de ambos países. Ambos Gobiernos apoyarán igualmente en el campo de las artes y las letras las visitas de autores y artistas y la recíproca difusión de sus obras.

Artículo 5. Ambos Gobiernos reconocen la importancia del programa Fulbright-Hays para impulsar los intercambios culturales y educativos entre los dos países, por lo que consideran oportuno que se amplíen las responsabilidades de la Comisión de Intercambio Cultural entre los Estados Unidos de América y España, creada por acuerdo de 16 de Octubre de 1958 y confirmada por el de 18 de Marzo de 1964. El Gobierno español reafirma su decisión de contribuir de forma regular a la financiación de dicho programa Fulbright-Hays.

Artículo 6. El Gobierno de los Estados Unidos, en su deseo de cooperar con el Gobierno español en la expansión del sistema educativo y en el desarrollo científico y técnico español, ayudará a España, con sujeción a la legislación de los Estados Unidos y a la atribución de fondos por el Congreso, en los campos de la investigación, desarrollo, perfeccionamiento de estudios de profesores y otro personal docente, particularmente en el terreno de las disciplinas científicas, y formación de nuevos profesores y otro personal docente; y proporcionará en forma adecuada documentación, equipos y materiales para laboratorios de investigación y bibliotecas en las nuevas universidades españolas y otros centros de enseñanza superior.

Artículo 7. Para cumplir con los fines del Artículo 6, el Gobierno de los Estados Unidos considerará con el mayor interés los programas concretos que España le presente en los campos citados en dicho artículo, y cooperará con los mismos mediante la ayuda que pueda proporcionar de acuerdo con la legislación de los Estados Unidos y la atribución de fondos por el Congreso. En la medida en que sea necesario y adecuado, estas materias serán objeto de acuerdos específicos entre las autoridades competentes de ambos Gobiernos.

Artículo 8. Ambos Gobiernos consideran de especial interés intensificar el conocimiento de los idiomas respectivos en ambos países, estimulando las actividades de las instituciones y entidades que se dedican a la enseñanza del español y a la difusión de la cultura española en los Estados Unidos y, paralelamente, estimulando las actividades de las instituciones y entidades que en España ejercen funciones similares con respecto a la lengua y a la cultura de los Estados Unidos.

CAPITULO III

COOPERACION CIENTIFICA Y TECNICA

Artículo 9. Siendo la ciencia y la técnica cada vez más importantes para el desarrollo de los países, los Gobiernos de los Estados Unidos y de España reconocen que la cooperación científica y técnica será del más alto valor para acrecentar los

lazos de amistad, el nivel de las ciencias y la solución de problemas de interés común. Ambos Gobiernos reconocen también la conveniencia de dedicar especial atención a la cooperación en el intercambio de los resultados de las investigaciones científicas y técnicas en beneficio mútuo económico y social.

Artículo 10. Ambos Gobiernos desarrollarán un amplio programa de cooperación científica y técnica para usos pacíficos.

Artículo 11. La cooperación entre ambos Gobiernos se basará fundamentalmente en los siguientes principios:

(a) Elección de sectores específicos de la ciencia y de la técnica de mayor interés y rendimiento.

(b) Preparación de planes de colaboración entre centros de investigación de ambos países.

(c) Programas para el envío a España de profesores e investigadores norteamericanos de reconocido prestigio para colaborar en el perfeccionamiento de investigadores dentro del campo de la ciencia y la técnica.

(d) Establecimiento de canales adecuados para la puesta en marcha, desarrollo y supervisión de programas específicos de la cooperación científica y técnica.

Artículo 12. Para los fines de este Capítulo, ambos Gobiernos consideran de especial interés, entre otros, los siguientes sectores:

(a) Usos civiles de la energía atómica de acuerdo con el Convenio de 16 de Agosto de 1957 y enmiendas posteriores.

(b) La exploración y utilización del espacio incluyendo la experimentación intercontinental de comunicaciones por satélite de acuerdo con los Canjes de Notas de 18 de Septiembre de 1964 y 26 de Enero de 1965; las estaciones y funcionamiento de operaciones de seguimiento de vehículos espaciales de acuerdo con el Canje de Notas de 14 de Abril de 1966; la medición de vientos y temperaturas a grandes altitudes, de acuerdo con el Canje de Notas de 14 de Abril de 1966.

(c) Las ciencias marinas incluyendo proyectos conjuntos de biología, física y ecología para mejorar y aumentar los recursos oceánicos y su aprovechamiento.

(d) Las ciencias médicas y biológicas, tecnología industrial, electrónica y ciencias sociales.

Artículo 13. Cualquier obligación que se desprenda de este Capítulo quedará sujeta a las normas constitucionales y requisitos legislativos de los respectivos países.

CAPITULO IV

COOPERACION EN PROBLEMAS DEL MEDIO AMBIENTE Y URBANISMO

Artículo 14. Los Gobiernos de los Estados Unidos y de España reconocen que uno de los principales problemas con que se enfrentan sus respectivos pueblos está constituido por el riesgo que supone para el hombre el constante deterioro de su medio ambiente. Ambos Gobiernos coinciden en la necesidad de hacer frente a este problema con carácter urgente, e iniciarán consultas a fin de determinar la forma de coordinar sus esfuerzos recíprocos para la solución del mismo.

Artículo 15. La cooperación para los fines que se expresan en el artículo anterior se efectuará mediante el intercambio de información, el desarrollo de centros de enseñanza e investigación, la formación de personal en instituciones especializadas, el envío de expertos, y el suministro de material para la realización de proyectos de interés común.

Artículo 16. Los campos en que se desarrollará la cooperación serán los siguientes:

(a) La lucha contra la contaminación en todas sus formas, especialmente en lo que se refiere a atmósfera, agua y suelo.

(b) Ecología y conservación de las especies animales.

(c) Planificación urbana y territorial, incluyendo la renovación y mejoramiento urbano, ordenación del tráfico, reducción de los ruidos y defensa del paisaje.

CAPITULO V

COOPERACION AGRICOLA

Artículo 17. Los Gobiernos de los Estados Unidos y de España reconocen que el sector de la agricultura es de gran interés mutuo y que en él pueden existir oportunidades de intercambio de conocimientos y de asistencia, por lo que ambos Gobiernos acuerdan estudiar la intensificación de su cooperación en esta materia.

Artículo 18. A los efectos de desarrollar la cooperación aludida en el artículo anterior, ambas partes estudiarán la armonización de normas y disposiciones comunes de tipo sanitario agrario; la posibilidad de realizar operaciones de excedentes agrícolas en

régimen de ventas con subsidios para finalidades sociales o caritativas; la elaboración de planes conjuntos de formación de profesorado tanto en las disciplinas clásicas agrarias (agronomía, zootecnia, genética, edafología, horticultura, ingeniería agrícola, etc.) como en ramas más modernas, (tecnología de alimentos, comercialización de productos agrarios, economía y sociología rural, economía forestal, etc.); la posibilidad de intercambio de profesores universitarios e investigadores agrícolas de ambos países; la concesión de becas para graduados en ciencias agrarias; y el intercambio de información sobre adelantos científicos y técnicos en la agricultura.

Artículo 19. En la cooperación entre ambos Gobiernos se prestará especial atención a los programas españoles de ordenación rural, transformación en regadío, repoblación forestal, así como al desarrollo de la ganadería.

Artículo 20. Ambos Gobiernos se comprometen a intercambiar sus conocimientos técnicos y la experiencia adquirida en los sectores enunciados en el artículo anterior, en cuanto sea posible, incluyendo información sobre los aspectos económicos del mercado agrícola, y a tal efecto estimularán el intercambio de técnicos y expertos en la formación y ejecución de estos programas.

CAPITULO VI

COOPERACION ECONOMICA

Los Gobiernos de los Estados Unidos y de España, en su deseo de mantener y ampliar su actual cooperación, han examinado la

situación de sus respectivas economías en el contexto mundial y han reafirmado su voluntad de favorecer y desarrollar sus relaciones económicas, y a tal efecto han convenido lo siguiente:

Artículo 21. Ambos Gobiernos reafirman su voluntad de incrementar sus relaciones comerciales, y en consecuencia procurarán evitar en lo posible, y hasta donde lo permitan su respectiva situación económica y la evolución de su balanza de pagos, aquellas medidas que supongan una restricción a la corriente de intercambio comercial recíproco de acuerdo con lo que establece el Acuerdo General sobre Aranceles y Comercio.

Artículo 22. Los dos Gobiernos consideran deseable mantener el flujo normal de las inversiones directas de capital de los Estados Unidos en España y a tal efecto adoptarán las medidas necesarias, siempre que lo permita la balanza de pagos de los Estados Unidos, para favorecer el desarrollo de dichas inversiones. Un criterio análogo será aplicado, en cuanto lo permitan las circunstancias, a reducir las restricciones impuestas por los Estados Unidos por razones de su balanza de pagos a la compra de valores extranjeros, incluídos los españoles, por súbditos de los Estados Unidos residentes en los Estados Unidos.

Artículo 23. Ambos Gobiernos reconocen que los créditos otorgados por el Export-Import Bank of the United States, han representado un importante estímulo para la compra de bienes de capital de los Estados Unidos por empresas españolas. En consecuencia, seguirán prestando en el futuro la máxima atención y facilidades al desarrollo de estas relaciones financieras.

Artículo 24. El Gobierno de España reitera su objetivo de alcanzar en etapas sucesivas su plena integración en la Comunidad Económica Europea. El Gobierno de los Estados Unidos declara su comprensión favorable del objetivo español de alcanzar una total integración. Ambos Gobiernos acuerdan celebrar consultas y mantenerse en estrecho contacto para tratar de encontrar soluciones mútuamente satisfactorias a cualquier problema de principio o procedimiento que pueda surgir a este respecto para cualquiera de las dos partes.

Artículo 25. Los dos Gobiernos intercambiarán información sobre las negociaciones actualmente en curso para el establecimiento de un Sistema Generalizado de Preferencias, en favor de los países en vías de desarrollo.

Artículo 26. Los dos Gobiernos reafirman su interés en continuar las consultas del Comité Económico Conjunto Hispano-norteamericano creado en 1968, manteniendo la competencia y atribuciones que le fueron otorgadas en el Canje de Cartas de 15 de Julio de 1968, para el conocimiento de todos los asuntos económicos y financieros de interés mútuo. Dicho Comité se reunirá alternativamente en Washington o en Madrid, cuando ambas partes lo consideren oportuno, bajo la presidencia de representantes de categoría adecuada designados por los Gobiernos respectivos.

CAPITULO VII

COOPERACION EN MATERIAS DE INFORMACION

Artículo 27. Los Gobiernos de los Estados Unidos y de España reconocen el valor y la importancia que han alcanzado los medios de difusión informativos y reafirman su interés en reforzar la colaboración en este terreno.

Artículo 28. Ambos Gobiernos, a fin de que la opinión pública de sus respectivos países pueda alcanzar un mejor conocimiento mútuo, fomentarán por todos los medios a su alcance el intercambio de programas de radio y télevisión, darán mútuamente facilidades a sus respectivos medios informativos, y prepararán un plan eficaz y de largo alcance para el intercambio en todos los campos de la difusión informativa.

Artículo 29. Ambos Gobiernos reafirman su deseo de continuar e incrementar el intercambio de sus respectivas publicaciones oficiales.

CAPITULO VIII

COOPERACION PARA LA DEFENSA

Los Gobiernos de los Estados Unidos y de España están de acuerdo en considerar que la amenaza a la paz es el problema más grave con que se enfrenta el mundo moderno, y exige que ambos Gobiernos permanezcan vigilantes y continúen desarrollando su capacidad para defenderse contra dicha amenaza. En consecuencia, ambos Gobiernos, dentro del marco de sus normas constitucionales, y en la medida en que sea factible y oportuno, convienen en armonizar sus respectivas

políticas de defensa en zonas de interés mútuo y se otorgarán el uno al otro apoyo defensivo recíproco en los términos siguientes:

Artículo 30. Cada uno de los dos Gobiernos apoyará el sistema defensivo del otro y aportará aquellas prestaciones que se consideren necesarias y apropiadas para conseguir la mayor eficacia posible de dichos sistemas ante cualquier contingencia, en los términos y condiciones establecidos más adelante.

Artículo 31. El Gobierno de los Estados Unidos conviene en apoyar el esfuerzo defensivo español, en la forma que sea necesaria y oportuna, contribuyendo a la actualización de las industrias españolas de defensa, así como otorgando ayuda militar a España, en consonancia con los acuerdos aplicables. Tal apoyo estará condicionado por las prioridades y limitaciones derivadas de los compromisos internacionales de los Estados Unidos y de las exigencias de la situación internacional, y estará sujeto a la atribución de fondos por el Congreso, cuando el caso lo requiera, y a la legislación de los Estados Unidos.

Artículo 32. El Gobierno de España, con sujeción a las normas constitucionales y a la legislación española vigente, autorizará al Gobierno de los Estados Unidos el uso y entretenimiento para fines militares de ciertas facilidades en instalaciones militares españolas convenidas por ambos Gobiernos. Las obras y construcciones de importancia que sea necesario realizar para el ejercicio de este uso serán objeto de acuerdo entre ambos Gobiernos en el Comité Conjunto creado al amparo del Artículo 36 de este Capítulo. Los Estados Unidos quedan tambien autorizados a acuartelar y alojar

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el personal civil y militar necesario para dicho uso; a atender a su seguridad, disciplina, y bienestar; a almacenar y custodiar provisiones, abastecimiento, equipo y material; y a mantener los servicios que se estimen necesarios para tales fines. El ejercicio de las funciones aquí autorizadas estará sometido a los términos expresos y condiciones técnicas que ambos Gobiernos convengan.

Artículo 33.

(a) El Gobierno de España asume la obligación de adoptar las medidas necesarias de seguridad para el ejercicio de las funciones que se autorizan en el artículo 32; pudiendo los Estados Unidos ejercer la vigilancia y protección necesarias sobre su personal, equipo y material.

(b) El uso por el Gobierno de los Estados Unidos, anteriormente mencionado, de facilidades en instalaciones militares españolas estará libre de toda clase de impuestos, gravámenes y cargas. El Estado español conservará libre de toda carga la propiedad de las obras de carácter permanente que se construyan a los fines del presente Convenio.

(c) El Gobierno de los Estados Unidos podrá retirar en cualquier momento las construcciones no permanentes instaladas a sus expensas, así como su personal, bienes, equipo y material. Sin embargo, cualquier retirada importante que haya de efectuarse con anterioridad a la expiración de este Convenio será objeto de consultas previas de ambos Gobiernos en el Comité Conjunto. Cuando esta retirada pudiera ocasionar consecuencias adversas para la seguridad, ambos Gobiernos se consultarán inmediatamente para

adoptar las medidas que se consideren apropiadas.

(d) Cuando el Gobierno de los Estados Unidos deje de usar cualquiera de las facilidades autorizadas en este Capítulo, bien sea con anterioridad o bien a consecuencia de la expiración del período de cinco o de diez años, en consonancia con lo que se establece en el artículo 38 del Capítulo IX de este Convenio, el Gobierno de los Estados Unidos no estará obligado a dejar esas facilidades en el mismo estado y condición en que se encontraban con anterioridad a su utilización por el Gobierno de los Estados Unidos, o a indemnizar a España por no haberlas devuelto en tal estado, pero deberá dejar los terrenos y construcciones permanentes existentes en condiciones de servicio para su uso por las Autoridades españolas, en cuanto ello no origine gastos adicionales para el Gobierno de los Estados Unidos.

(e) Cualquier aumento de importancia, en circunstancias normales, del personal o equipo militar de los Estados Unidos en España o cualquier incremento importante en el uso por los Estados Unidos de las facilidades en instalaciones militares españolas que se regulan en el presente Convenio, habrán de ser objeto de consultas previas en el Comité Conjunto y acordarse por ambos Gobiernos a través de canales diplomáticos.

Artículo 34. En caso de amenaza o ataque exteriores contra la seguridad de Occidente, el momento y el modo de utilización por los Estados Unidos de las facilidades a que se refiere este Capítulo para hacer frente a tal amenaza o ataque serán objeto de consultas urgentes entre ambos Gobiernos y resueltos mediante acuerdo mútuo

en vista de la situación creada. Tales consultas urgentes se realizarán en el Comité Conjunto. Sin embargo, cuando la inminencia del peligro lo exija, ambos Gobiernos establecerán contacto directo para adoptar conjuntamente la resolución que proceda. Cada Gobierno se reserva, no obstante, el derecho inherente de legítima defensa.

Artículo 35. Ambos Gobiernos consideran necesario y oportuno que la cooperación para la defensa que se regula en este Capítulo forme parte de los arreglos de seguridad de las zonas del Atlántico y del Mediterráneo, y con este fin tratarán de concertar de común acuerdo los enlaces que se estimen convenientes con los sistemas de seguridad de tales zonas.

Artículo 36. A fin de establecer la necesaria coordinación entre ambos Gobiernos y conseguir una mayor eficacia del apoyo defensivo recíproco que cada uno de los Gobiernos otorga al otro, los Gobiernos de los Estados Unidos y de España acuerdan la creación de un Comité Conjunto en materias de defensa. El Comité Conjunto será el órgano a través del cual ambos Gobiernos se consultarán normalmente y resolverán cuantas cuestiones puedan surgir en relación con el apoyo defensivo recíproco a que se refiere este Capítulo. El Comité Conjunto se organizará y funcionará en la forma en que se especifica en el anejo a este Convenio.

Artículo 37. Ambos Gobiernos de común acuerdo especificarán mediante Canje de Notas de esta fecha las facilidades a que se refiere el artículo 32 de este Capítulo VIII así como el nivel de los efectivos de Estados Unidos en España y los programas de ayuda

a los que se hace referencia en el artículo 31 de este mismo Capítulo. Cualquier cambio posterior en el número o alcance de esas facilidades será negociado en el Comité Conjunto y acordado entre ambos Gobiernos mediante Canje de Notas.

CAPITULO IX

DISPOSICIONES FINALES

Artículo 38. El presente Convenio entra en vigor el 26 de Septiembre de 1970 y continuará vigente por una duración de cinco años, pudiendo ser prorrogado, si ambos Gobiernos convienen en ello, por otros cinco años.

Artículo 39. A efectos de facilitar la retirada del personal, bienes, equipo y material del Gobierno de los Estados Unidos que se encuentren en España de acuerdo con lo previsto en el Capítulo VIII de este Convenio, se establece un período de un año en el que dicha retirada deberá quedar terminada. Esta retirada comenzará inmediatamente a partir de la expiración del período inicial de cinco años, o si el Convenio se prorroga, a partir de la expiración del período de cinco años de prórroga. Durante el citado período máximo de un año previsto para la retirada, seguirán en vigor todos los derechos, privilegios y obligaciones que se derivan del Capítulo VIII del presente Convenio en tanto queden en España fuerzas de los Estados Unidos.

Artículo 40. La entrada en vigor de este Convenio no afectará en manera alguna a la validez o términos de cualquier acuerdo existente entre los Gobiernos de los Estados Unidos y de España, excepción hecha del Acuerdo Defensivo entre los Estados Unidos y

España de fecha 26 de Septiembre de 1953 y de sus acuerdos complementarios que quedarán derogados a partir de ese momento.

Hecho en Washington el seis de Agosto de 1970 en doble ejemplar, lengua inglesa y española, siendo ambos textos fehacientes.

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

[SEAL]

POR EL GOBIERNO DE ESPAÑA:

[SEAL]

ANEJO

1. El Comité Conjunto establecido en el Artículo 36 del Capítulo VIII del Convenio de Amistad y Cooperación entre los Estados Unidos de América y España, firmado el 6 de Agosto de 1970, se compondrá del Embajador de los Estados Unidos en España y el Ministro de Asuntos Exteriores de España como Co-presidentes, quienes tendrán como consejeros militares al Comandante en Jefe de las Fuerzas de los Estados Unidos en Europa y al Jefe del Alto Estado Mayor español.

2. El Comité Conjunto será permanente durante la vigencia del presente Convenio y se organizará para funcionar en régimen de continuidad.

3. El Comité Conjunto tendrá su sede en Madrid, pudiendo celebrar reuniones en otros lugares a petición de cualquiera de las partes. Tales lugares se determinarán de común acuerdo.

4. Se establecerá una Secretaría Permanente del Comité Conjunto constituida por dos miembros en representación de cada uno de los dos Gobiernos que se encargarán del despacho diario de los asuntos de trámite y de la preparación de los que hayan de ser sometidos a la consideración del Comité.

5. El Comité Conjunto establecerá los Subcomités que considere oportunos para el cumplimiento de sus obligaciones.

6. Dependiendo del Comité Conjunto, y como Subcomité del mismo, existirá un Centro Conjunto de Control y Coordinación Aéreos para mantener y operar un sistema de alerta para la defensa del espacio aéreo, contribuir a la ordenación del tráfico aéreo, y establecer un sistema para la coordinación de las actividades de las Fuerzas de

los Estados Unidos y de las Fuerzas Armadas españolas. El detalle de la organización y cometidos iniciales del Centro Conjunto de Control y Coordinación Aéreos será establecido por el Comité Conjunto dentro de los dos meses siguientes a la entrada en vigor de este Convenio.

7. El Comité Conjunto estará asistido del personal civil y militar necesario para el cumplimiento de sus fines.

8. El Comité Conjunto informará mensualmente a ambos Gobiernos sobre sus actividades, y en todo caso cuando la importancia del asunto así lo aconseje.

9. El Comité Conjunto elaborará y presentará a ambos Gobiernos un plan anual para facilitar la armonización de sus respectivas políticas de defensa en áreas de interés común en consonancia con el Capítulo VIII del Convenio anteriormente citado.

10. El Gobierno de España facilitará locales adecuados para el Comité Conjunto. Los Co-presidentes determinarán las necesidades de personal y administrativas y tomarán las medidas oportunas para la conservación de las Actas y Archivos del Comité Conjunto.

[Exchanges of Notes]

DEPARTMENT OF STATE
WASHINGTON
August 6, 1970

EXCELLENCY:

I have the honor to refer to the Agreement of Friendship and Cooperation Between the United States of America and Spain signed today, August 6, 1970. In accordance with Article 37 of the Agreement, I wish to advise you that the intentions of my Government regarding military assistance for Spain, pursuant to Article 31 of the Agreement, which I understand are acceptable to the Government of Spain, are as follows:

a. The United States Government is prepared to assist the Government of Spain to apply Export-Import Bank credits to the purchase of the following equipment:

36 F–4C Phantom fighter bomber aircraft including necessary accessories and ground equipment for 36 aircraft
2 KC–130 aircraft
3 P–3 aircraft
4 SH–3D helicopters
4 Huey Cobra helicopters
6 C–130 A or B aircraft
Equipment for the territorial command net of Spanish Army

b. The Government of the United States will seek to obtain from Congress the necessary funds for the following purposes:

(1) Coverage of 70% of the cost, which is not expected to exceed a total of $50 million, of modernizing and semi-automating the existing aircraft control and warning network in Spain.

(2) Training of Spanish personnel to operate and maintain the United States origin military equipment acquired by Spain.

(3) Military equipment for land forces:

1 battalion of M48 tanks (54)
2 battalions and 2 batteries of 105 MM Howitzer M108 (48)
1 battalion of 155 MM Howitzer M109 (18)
1 battalion Armored Personnel Carriers
– 49 M113 Armored Personnel Carriers
– 4 M106 Mortar Carriers
– 7 M577 Command Post Carriers
16 Huey UH–1H helicopters
1 battalion of 175 MM Guns M107 (12)

c. The Government of the United States intends to loan to the Government of Spain the following vessels, subject, where necessary, to obtaining authorizing legislation:

Type	Quantity	Class of Ship
Submarines	2	Guppy 1A and 11A
Destroyers	5	Various: English, Sumner, Lavalette, Lloyd Thomas
Ocean Minesweepers	4	Aggressive
Landing Ships	3 LST	Chelan County
Auxiliaries	1 ammunition ship	Wrangell
	1 oiler	Cimarron

d. The Government of the United States is prepared to make available to Spain machine tools appropriate for use in the manufacture of munitions, subject to specific agreements with the Government of Spain.

e. The Government of the United States is prepared to relinquish to Spain the Rota-Zaragoza pipeline, subject to the provisions of a procedural annex.

f. The Government of the United States relinquishes any and all claims against the Government of Spain for the residual value of the permanent structures constructed under the Defense Agreement between the United States of America and Spain signed September 26, 1953.

I further wish to advise you that it is the understanding of my Government that the United States of America, subject to Spanish Constitutional provisions and legislation in force, is authorized to use and maintain for military purposes with the appropriate military personnel the facilities in or connected with the following Spanish military installations:

Torrejon Air Base
Zaragoza Air Base
Moron Air Base (standby)
Rota Naval Base
Cadiz-Zaragoza petroleum pipeline and pumping facilities
Petroleum and other storage facilities
Communications and navigational network support facilities

I should appreciate your confirmation of the foregoing understandings on behalf of the Government of Spain.

Accept, Excellency, the assurances of my highest consideration.

WILLIAM P. ROGERS

Secretary of State of the United States of America

His Excellency
GREGORIO LOPEZ BRAVO,
Minister of Foreign Affairs of Spain.

EMBAJADA DE ESPAÑA

6 DE AGOSTO DE 1.970

EXCELENCIA:

Tengo la honra de referirme a la nota de V.E., de fecha de hoy, relativa al Artículo 37 del Capítulo VIII del Convenio de Amistad y Cooperación entre España y los Estados Unidos de América que, traducida, dice lo siguiente:

"Excelencia:

Tengo la honra de referirme al Convenio de Amistad y Cooperación entre los Estados Unidos de América y España firmado hoy, 6 de Agosto de 1970. De acuerdo con el Artículo 37 del Convenio, deseo informarle de que las intenciones de mi Gobierno con relación a la ayuda militar para España, prevista en el Artículo 31 del Convenio, que entiendo son aceptables para el Gobierno de España, son las siguientes:

a) El Gobierno de los Estados Unidos está dispuesto a ayudar al Gobierno de España para adscribir los créditos del Export-Import Bank a la compra del siguiente equipo:

36 aviones cazabombarderos Phantom F–4C, incluídos los accesorios y el equipo de tierra necesarios para 36 aviones
2 aviones KC–310
3 aviones P–3
4 helicópteros SH–3D
4 helicópteros Huey Cobra
6 aviones C–130A o C–130B
Equipo para la red de mando territorial del Ejército español.

b) El Gobierno de los Estados Unidos tratará de obtener del Congreso los fondos necesarios para los siguientes propósitos:

1. Aportación del 70% del costo de la modernización y semi-automatización de la red de alerta y control aéreo existente en España. Se espera que dicho costo no exceda de un total de 50 millones de dólares.

2. Entrenamiento del personal español que haya de operar y mantener el equipo militar procedente de los Estados Unidos adquirido por España.

3. Fquipo militar para el ejército de tierra:

1 batallón de carros M48 (54)
2 grupos y 2 baterias de obuses de 105 milímetros M108 (48)
1 grupo de obuses de 155 milímetros M109 (18)
1 batallón de transportes oruga acorazados compuesto de:

- 49 transportes acorazados de personal M113
- 4 transportes oruga acorazados con mortero M106
- 7 transportes oruga acorazados, vehículos de mando, M557

16 helicópteros Huey UH–1H
1 grupo de cañones de 175 milímetros M107 (12)

c) El Gobierno de los Estados Unidos tiene el propósito de prestar al Gobierno español los siguientes buques una vez obtenida, cuando sea necesario, la legislación que lo autorice:

Tipo	Cantidad	Clase de buque
Submarinos	2	Guppy 1A y 11A
Destructores	5	Varios: English, Sumner, Lavalette, Lloyd Thomas
Dragaminas oceánicos	4	Aggressive
Buques de desembarco	3 LST	Chelan County
Auxiliares	1 transporte de municiones	Wrangell
	1 petrolero	Cimarron

d) El Gobierno de los Estados Unidos está dispuesto a facilitar a España las máquinas herramientas apropiadas para su uso en la fabricación de municiones, según acuerdos específicos con el Gobierno español.

e) El Gobierno de los Estados Unidos está dispuesto a ceder a España el oleoducto Rota-Zaragoza, de acuerdo con lo que se establezca en acuerdo de procedimiento anejo.

f) El Gobierno de los Estados Unidos renuncia a cualquier posible reclamación el Gobierno de España por el valor residual de las construcciones permanentes hechas al amparo del Convenio Defensivo entre los Estados Unidos de América y España firmado el 26 de Septiembre de 1953.

Deseo asímismo informarle de que mi Gobierno entiende que los Estados Unidos de América quedan autorizados, ateniéndose a las disposiciones constitucionales y a la legislación vigente de España, a usar y mantener, con propósitos militares y con el adecuado personal militar, las facilidades situadas en las siguientes instalaciones militares españolas o relacionadas con dichas instalaciones:

Base Aérea de Torrejón
Base Aérea de Zaragoza
Base Aérea de Morón (en situación de expectativa, "standby")
Base Naval de Rota
Oleoducto Cádiz-Zaragoza y facilidades de bombeo
Facilidades de almacenamiento de productos petrolíferos y otras facilidades de almacenamiento
Facilidades de apoyo a la red de comunicaciones y navegación.

Agradecería que, en nombre del Gobierno español, me confirmase cuanto antecede.

Acepte, Excelencia, las seguridades de mi más alta consideración. . . ."

Tengo la honra de informar a V.E. de que el Gobierno español está de acuerdo con los extremos contenidos en dicha nota.

Aprovecho esta oportunidad, Señor Secretario de Estado, para reiterar a V.E. las seguridades de mi más alta consideración.

Firmado:

GREGORIO LÓPEZ BRAVO

Gregorio López Bravo
Ministro de Asuntos Exteriores

A Su Excelencia
WILLIAM P. ROGERS
Secretario de Estado de los
Estados Unidos de América.

Translation

EMBASSY OF SPAIN

AUGUST 6, 1970

EXCELLENCY:

I have the honor to refer to Your Excellency's note dated today, referring to Article 37 of Chapter VIII of the Agreement of Friendship and Cooperation between Spain and the United States, the translation of which reads as follows:

[For the English language text, see p. 1713.]

I have the honor to inform Your Excellency that the Spanish Government concurs in the understandings set forth in the aforesaid note.

Accept, Mr. Secretary of State, the renewed assurances of my highest consideration.

GREGORIO LÓPEZ BRAVO

Gregorio López Bravo
Minister of Foreign Affairs

His Excellency
WILLIAM P. ROGERS,
Secretary of State of the
United States of America.

DEPARTMENT OF STATE
WASHINGTON
August 6, 1970

EXCELLENCY:

I have the honor to refer to the Agreement of Friendship and Cooperation Between the United States of America and Spain concluded on this date.

I should like to confirm our understanding that, in the event the Agreement in Implementation of Chapter VIII of the Agreement is not concluded by September 26, 1970, then the two Governments will be guided by the following considerations in implementing Chapter VIII of the Agreement during the period from September 26, 1970, to the date on which such Agreement in Implementation is concluded:

1. Effect will be given to those separate sections, articles and procedural annexes of the proposed Agreement in Implementation which have been initialed as approved by the authorized representa-

tives of the United States and Spain as of September 26, 1970. Effect will be given to those sections, articles and procedural annexes which are initialed thereafter and prior to the conclusion of the full Agreement in Implementation as of the date on which they are initialed.

2. With respect to the matters covered by those separate sections, articles, and annexes not yet initialed as of September 26, 1970, the Government of Spain will continue to safeguard, consistent with prevailing practices and within the spirit and letter of Chapter VIII of the Agreement, the rights, privileges and immunities of the Government of the United States until such time as the new sections, articles and procedural annexes are initialed.

I should like to propose that, if agreeable to your Government, this note, together with your reply, shall constitute an agreement between our two Governments relating to the implementation of the Agreement, with effect from September 26, 1970.

Accept, Excellency, the assurances of my highest consideration.

WILLIAM P. ROGERS

Secretary of State of the United States of America

His Excellency
GREGORIO LOPEZ BRAVO,
Minister of Foreign Affairs of Spain.

EL MINISTRO DE ASUNTOS EXTERIORES

6 DE AGOSTO DE 1.970

EXCELENCIA:

Tengo la honra de referirme a la nota de V.E. de fecha de hoy relativa al Acuerdo de Desarrollo del Capítulo VIII del Convenio de Amistad y Cooperación entre España y los Estados Unidos de América que, traducida, dice lo siguiente:

"EXCELENCIA:

Tengo la honra de referirme al Convenio de Amistad y Cooperación entre los Estados Unidos de América y España concluído en esta fecha.

Deseo confirmar nuestro entendimiento de que, en el caso de que el Acuerdo de Desarrollo del Capítulo VIII del Convenio no esté concluído el 26 de Septiembre de 1970, los dos Gobiernos se guiarán, para desarrollar el Capítulo VIII del Convenio durante el período

comprendido entre el 26 de Septiembre de 1970 y la fecha en que se concluya dicho Acuerdo de Desarrollo, por las siguientes consideraciones:

1) Se considerarán en vigor aquellas secciones separadas, artículos y anejos de procedimiento del propuesto Acuerdo de Desarrollo que hayan sido rubricados por los representantes autorizados de los Estados Unidos y de España el 26 de Septiembre de 1970. Se considerarán vigentes aquellas secciones, artículos y anejos de procedimiento que hayan sido rubricados con posterioridad a dicha fecha y con anterioridad a la conclusión del texto íntegro del Acuerdo de Desarrollo y entrarán en vigor en la fecha de la rúbrica.

2) Con relación a las materias cubiertas por aquellas secciones separadas, artículos y anejos que no estén rubricados el 26 de Septiembre de 1970, el Gobierno español continuará salvaguardando, de acuerdo con las prácticas en uso y dentro del espíritu y la letra del Capítulo VIII del Convenio, los derechos, privilegios e inmunidades del Gobierno de los Estados Unidos hasta el momento en que las nuevas secciones, artículos y anejos de procedimiento hayan sido rubricados.

Deseo proponer que, si resulta aceptable para su Gobierno, esta nota, junto con su respuesta, constituya un acuerdo entre nuestros dos Gobiernos relativo al desarrollo del Convenio y con efecto a partir del 26 de Septiembre de 1970.

Acepte, Excelencia las seguridades de mi más alta consideración. . . ."

Tengo la honra de informar a V.E. que el Gobierno español está de acuerdo con los extremos contenidos en dicha nota.

Aprovecho esta oportunidad, Señor Secretario de Estado, para reiterar a V.E. las seguridades de mi más alta consideración.

Firmado:

GREGORIO LÓPEZ BRAVO

Gregorio López Bravo
Ministro de Asuntos Exteriores

A Su Excelencia
WILLIAM P. ROGERS,
Secretario de Estado de los
Estados Unidos de América.

Translation

THE MINISTER OF FOREIGN AFFAIRS

AUGUST 6, 1970

EXCELLENCY:

I have the honor to refer to Your Excellency's note dated today, relating to the Agreement in Implementation of Chapter VIII of the Agreement of Friendship and Cooperation between Spain and the United States of America, the translation of which reads as follows:

[For the English language text, see p. 1718.]

I have the honor to inform Your Excellency that the Spanish Government agrees to the understandings contained in the note quoted above.

I take this opportunity, Mr. Secretary of State, to renew to you the assurances of my highest consideration.

GREGORIO LÓPEZ BRAVO

Gregorio López Bravo
Minister of Foreign Affairs

His Excellency
WILLIAM P. ROGERS,
Secretary of State of the
United States of America.

[Exchanges of Letters]

THE SECRETARY OF STATE
WASHINGTON

AUGUST 6, 1970

DEAR MR. MINISTER:

During the term of the new Agreement of Friendship and Cooperation Between the United States of America and Spain, signed on behalf of our two Governments on this date, the Government of the United States is prepared to contribute to the funding of various nonmilitary projects as are specifically agreed upon pursuant to the spirit and letter of the Agreement, subject, when necessary, to Congressional authorization and to the availability of funds.

50-780 O - 71 - 43--pt. 2--21

It is understood that the Executive Branch of the United States Government assumes an obligation to seek any necessary appropriations from the Congress for funding of such agreed non-military projects above described.

Sincerely yours,

WILLIAM P. ROGERS

William P. Rogers

His Excellency
GREGORIO LÓPEZ BRAVO,
Minister of Foreign Affairs
of Spain.

EL MINISTRO DE ASUNTOS EXTERIORES

6 DE AGOSTO DE 1.970

QUERIDO SR. SECRETARIO DE ESTADO:

Tengo la honra de acusar recibo de la nota de V.E. de fecha de hoy que, traducida, dice lo siguiente:

"QUERIDO SR. MINISTRO:

Durante la vigencia del nuevo Convenio de Amistad y Cooperación entre los Estados Unidos de América y España, firmado en nombre de nuestros respectivos Gobiernos en el día de la fecha, el Gobierno de los Estados Unidos de América está dispuesto a contribuir a la financiación de varios proyectos de carácter no militar, que se acuerden específicamente en conformidad con el espíritu y letra del Convenio, y, cuando sea necesario, con sujeción a la autorización del Congreso y a la disponibilidad de fondos.

Se da por entendido que el Poder Ejecutivo del Gobierno de los Estados Unidos de América se compromete a pedir al Congreso las autorizaciones presupuestarias necesarias para la financiación de los mencionados proyectos no militares acordados.

Suyo afectísimo. . . ."

Tengo la honra de informar a V.E. que el Gobierno español ha tomado buena nota de cuanto antecede.

Aprovecho esta oportunidad, Señor Secretario de Estado, para reiterarme suyo afectísimo.

Firmado:

GREGORIO LÓPEZ BRAVO

Gregorio López Bravo
Ministro de Asuntos Exteriores

A Su Excelencia
WILLIAM P. ROGERS,
Secretario de Estado de los
Estados Unidos de América.

Translation

THE MINISTER OF FOREIGN AFFAIRS

AUGUST 6, 1970

DEAR MR. SECRETARY OF STATE:

I have the honor to acknowledge receipt of Your Excellency's note dated today, the translation of which reads as follows:

[For the English language text, see p. 1721.]

I have the honor to inform Your Excellency that the Spanish Government has taken due note of the foregoing.

I am, Mr. Secretary of State,
Sincerely yours,

GREGORIO LÓPEZ BRAVO

Gregorio López Bravo
Minister of Foreign Affairs

His Excellency
WILLIAM P. ROGERS,
Secretary of State of the
United States of America.

THE SECRETARY OF STATE
WASHINGTON

AUGUST 6, 1970

DEAR MR. MINISTER:

During the Fiscal Year 1971, the United States Government would be prepared to fund up to $3 million of such non-military projects

as may be agreed upon pursuant to the Agreement of Friendship and Cooperation signed between the United States and Spain on this date.

Additionally, the Commission for Educational Exchange between the United States and Spain (Fulbright Commission) is now devoting its efforts to educational reform. Apart from the above mentioned $3 million, the Department of State expects to increase its contribution to the Commission this year, thus enhancing its capacity to contribute to the fulfillment of the Spanish educational plan.

Sincerely yours,

WILLIAM P. ROGERS

William P. Rogers

His Excellency
GREGORIO LOPEZ BRAVO,
Minister of Foreign Affairs
of Spain.

EL MINISTRO DE ASUNTOS EXTERIORES

6 DE AGOSTO DE 1.970

QUERIDO SR. SECRETARIO DE ESTADO:

Tengo la honra de referirme a su nota de fecha de hoy que, traducida, dice lo siguiente:

"QUERIDO SEÑOR MINISTRO:

Durante el año fiscal 1971, el Gobierno de los Estados Unidos estaría dispuesto a financiar con un máximo de tres millones de dólares aquellos proyectos de carácter no militar sobre los que se llegue a un acuerdo, de conformidad con el Convenio de Amistad y Cooperación firmado entre los Estados Unidos y España en esta fecha.

Asímismo, la Comisión de Intercambio Educativo entre Estados Unidos y España (Comisión Fulbright) está ahora consagrando sus esfuerzos a la reforma educativa. Aparte de los tres millones de dólares arriba mencionados, el Departamento de Estado espera aumentar su contribución a la Comisión en este año, incrementando así su capacidad para contribuir al cumplimiento del plan educativo español.

Suyo afectísimo. . . ."

Tengo la honra de informar a V.E. que el Gobierno español ha tomado buena nota de cuanto antecede.

Aprovecho esta oportunidad, Señor Secretario de Estado, para reiterarme suyo afectísimo.

Firmado.

GREGORIO LÓPEZ BRAVO

Gregorio López Bravo
Ministro de Asuntos Exteriores

A Su Excelencia
WILLIAM P ROGERS,
Secretario de Estado de los
Estados Unidos de América.

Translation

THE MINISTER OF FOREIGN AFFAIRS

AUGUST 6, 1970

DEAR MR. SECRETARY OF STATE:

I have the honor to refer to your note dated today, the translation of which reads as follows:

[For the English language text, see p. 1723.]

I have the honor to inform Your Excellency that the Spanish Government has taken due note of the foregoing.

I am, Mr. Secretary of State,
Sincerely yours,

GREGORIO LÓPEZ BRAVO

Gregorio López Bravo
Minister of Foreign Affairs

His Excellency
WILLIAM P ROGERS,
Secretary of State of the
United States of America.

TURKEY

Extension of Loan of Vessels: U.S.S. *Mapiro* and U.S.S. *Mero*

Agreement effected by exchange of notes
Signed at Ankara July 30, 1970;
Entered into force July 30, 1970.

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

No. 779 ANKARA, July 30, 1970

EXCELLENCY:

I have the honor to refer to Note No. 2517 of May 7, 1968[1] from the Ministry of Foreign Affairs requesting the further extension of the loan periods of certain submarines. Particular reference is made to two of them, Ex-USS *Mapiro* (SS–376) and Ex-USS *Mero* (SS–378).

The loans of these two submarines were made pursuant to the agreement between the Government of the United States of America and the Government of Turkey on Aid signed July 12, 1947; the Agreement between our two Governments effected by an exchange of notes signed January 7, 1952; the Agreement between our two Governments effected by an exchange of notes signed October 14, 1958, and the Agreement between our two Governments effected by an exchange of notes signed October 14, 1965 and February 28, 1966.[2] The loan of Ex-USS *Mapiro* (SS–376) was scheduled to expire on March 18, 1970. The loan of Ex-USS *Mero* (SS–378) was scheduled to expire on April 20, 1970.

I now have the honor to inform your Excellency that, in response to the request of the Government of Turkey, the Government of the United States agrees to extend further the periods of loan of these two submarines for an additional period of five years not exceeding fifteen years from their respective original dates of delivery under the same terms and conditions of the agreements referred to above. Ac-

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[1] Not printed.

[2] TIAS 1629, 2621, 4117, 5989; 61 Stat. 2953; 3 UST 4660; 9 UST 1294; 17 UST 467.

cordingly, the new expiration dates of these two submarines will be as follows:

Name	New Expiration Date
Ex-USS *Mapiro* (SS-376)	March 18, 1975
Ex-USS *Mero* (SS-378)	April 20, 1975

If the foregoing is acceptible to the Government of Turkey, I have the honor further to propose that your Excellency's reply to that effect and my note shall together constitute an Agreement for the extension of the periods of loan of these two submarines, which shall be deemed effective as of March 18, 1970 and April 20, 1970 respectively with respect to the two submarines in question.

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

DAVID C. CUTHELL
Charge d'Affaires a.i.

His Excellency
IHSAN SABRI CAGLAYANGIL,
Minister of Foreign Affairs
of the Republic of Turkey,
Ankara.

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

Note No. 3606/4720 JULY 30, 1970

MR. CHARGÉ D'AFFAIRES,

I have the honor to acknowledge the receipt of your Note No. 779 of July 30, 1970, which reads as follows:

"EXCELLENCY,

I have the honor to refer to Note No. 2517 of May 7, 1968 from the Ministry of Foreign Affairs requesting the further extension of the loan periods of certain submarines. Particular reference is made to two of them, Ex-USS *Mapiro* (SS-376) and Ex-USS *Mero* (SS-378).

The loans of these two submarines were made pursuant to the Agreement between the Government of the United States of America and the Government of Turkey on Aid signed July 12, 1947; the Agreement between our two Governments effected by an exchange of notes

signed January 7, 1952, the Agreement between our two Governments effected by an exchange of notes signed October 14, 1958, and the Agreement between our two Governments effected by an exchange of notes signed October 14, 1965 and February 28, 1966. The loan of Ex-USS *Mapiro* (SS-376) was scheduled to expire on March 18, 1970. The loan of Ex-USS *Mero* (SS-378) was scheduled to expire on April 20, 1970.

I now have the honor to inform your Excellency that, in response to the request of the Government of Turkey, the Government of the United States agrees to extend further the periods of loan of these two submarines for an additional period of five years not exceeding fifteen years from their respective original dates of delivery under the same terms and conditions of the agreements referred to above. Accordingly, the new expiration dates of these two submarines will be as follows

Name	New Expiration Date
Ex-USS *Mapiro* (SS-376)	March 18, 1975.
Ex-USS *Mero* (SS-378)	April 20, 1975.

If the foregoing is acceptable to the Government of Turkey, I have the honor further to propose that your Excellency's reply to that effect and my note shall together constitute an Agreement for the extension of the periods of loan of these two submarines, which shall be deemed effective as of March 18, 1970 and April 20, 1970 respectively with respect to the two submarines in question.

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

I have the honor to inform you that my Government is in agreement with the foregoing.

I avail myself of this opportunity to express Mr. Chargé d'Affaires the assurances of my high consideration.

I. Sabrı Çağlayangil

MR. DAVID C. CUTHELL
Chargé d'Affaires a.i.
Embassy of the United States
Ankara

ARGENTINA

Extension of Loan of Vessels: U.S.S. *Lamprey* and U.S.S. *Macabi*

Agreement effected by exchange of notes Signed at Buenos Aires July 2 and 15, 1970; Entered into force July 15, 1970.

The American Ambassador to the Minister of Foreign Affairs and Worship of Argentina

EMBASSY OF THE UNITED STATES OF AMERICA
BUENOS AIRES, ARGENTINA

No. 120 *July 2, 1970*

EXCELLENCY:

I have the honor to refer to the request of the Government of Argentina contained in its Note of June 30, 1970 [1] to extend the present loans of the submarines USS *Lamprey* (SS 372) and USS *Macabi* (SS 375).

The loans of the two submarines referred to above were made pursuant to the agreement between the Government of the United States of America and the Government of Argentina, effected by an exchange of notes signed at Washington, D.C., dated March 4, and April 1, 1960, and extended for a period of five years each by an exchange of notes signed at Buenos Aires dated February 1 and 17, 1965. [2] The loans of these submarines presently are scheduled to expire as follows.

Name of Submarine	Expiration Date
USS *Lamprey* (SS 372)	July 21, 1970
USS *Macabi* (SS 375)	August 11, 1970.

I now have the honor to inform Your Excellency that, in response to the request of the Government of Argentina, the Government of the United States agrees to extend further the periods of loans of these submarines for an additional five year period from the original

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[1] Not printed.
[2] TIAS 4455, 5770; 11 UST 383; 16 UST 124.

dates of their respective deliveries under the terms and conditions of the agreements pertaining to them referred to above. Accordingly, the new expiration dates of the periods of loans of these submarines will be as follows:

Name of Submarine	Expiration Date
USS *Lamprey* (SS 372)	July 21, 1975
USS *Macabi* (SS 375)	August 11, 1975

If the foregoing is acceptable to the Government of Argentina, I have the honor further to propose that Your Excellency's reply to that effect shall, together with my note, constitute an agreement between our two governments regarding this matter, which shall enter into force on the date of Your Excellency's reply.

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

JOHN DAVIS LODGE

His Excellency
JOSÉ MARIA DE PABLO PARDO,
Minister of Foreign Affairs and Worship.

The Minister of Foreign Affairs and Worship of Argentina to the American Ambassador

MINISTERIO DE RELACIONES EXTERIORES Y CULTO

Nº 288 BUENOS AIRES, *15 de julio de 1970*

SEÑOR EMBAJADOR:

Tengo el honor de dirigirme a Vuestra Excelencia para acusar recibo de su nota Nº 120, de fecha 2 del corriente, cuyo texto en traducción dice:

"Excelencia: Tengo el honor de referirme a la solicitud del Gobierno de la República Argentina contenida en la Nota del 30 de junio de 1970, a los efectos de prorrogar los préstamos actuales de los submarinos USS LAMPREY (SS372) y USS MACABI (SS375).

"Los préstamos de estos dos submarinos fueron acordados en virtud del acuerdo entre el Gobierno de los Estados Unidos de América y el Gobierno de la República Argentina, efectuado por un inter-

cambio de notas firmadas en Washington, D.C., con fecha 4 de marzo y 1 de abril de 1960, y prorrogado por un período de cinco años cada uno por un intercambio de notas firmadas en Buenos Aires, con fecha 1 de febrero y 17 de febrero de 1965.

"Las fechas de vencimiento de estos submarinos son las siguientes:

Nombre de Submarino	Fecha de Vencimiento
USS *Lamprey* (SS372)	21 de julio de 1970
USS *Macabi* (SS375)	11 de agosto de 1970

"Tengo ahora el honor de informar a Vuestra Excelencia que, en respuesta a la solicitud del Gobierno de la República Argentina, el Gobierno de los Estados Unidos está de acuerdo en prorrogar nuevamente los períodos de préstamos de estos submarinos por un período adicional de cinco años, a partir de las fechas originales de sus respectivas entregas, de acuerdo con los términos y condiciones de los acuerdos pertinentes ya mencionados. Por lo tanto, las nuevas fechas de vencimiento de los períodos de los préstamos de estos submarinos serán los siguientes:

Nombre del Submarino	Fecha de Vencimiento
USS *Lamprey* (SS372)	21 de julio de 1975
USS *Macabi* (SS375)	11 de agosto de 1975

"Si lo que antecede es aceptable para el Gobierno de la República Argentina, tengo el honor de proponer que esta nota junto con la respuesta de Vuestra Excelencia sobre el particular constituyan un acuerdo entre nuestros gobiernos con respecto a este asunto, el cual entrará en vigor en la fecha de la respuesta de Vuestra Excelencia.

"Quiera aceptar Vuestra Excelencia las seguridades de mi más alta consideración. (Fdo. JOHN DAVIS LODGE)."

Al manifestar el acuerdo del Gobierno Argentino con los términos de la nota precedentemente transcripta, me es grato saludar a Vuestra Excelencia con mi más distinguida consideración.

J M DE PABLO PARDO

A Su Excelencia
el señor Embajador de los
Estados Unidos de América,
D. JOHN DAVIS LODGE.
Buenos Aires

Translation

MINISTRY OF FOREIGN AFFAIRS AND WORSHIP

No. 288 BUENOS AIRES, *July 15, 1970*

MR. AMBASSADOR.

I have the honor to acknowledge receipt of Your Excellency's note No. 120 dated July 2, 1970, the text of which in translation reads as follows:

[For the English language text, see p. 1729.]

In signifying the agreement of the Argentine Government to the terms of the note transcribed above, I take pleasure in presenting to Your Excellency the assurances of my most distinguished consideration.

J M DE PABLO PARDO

His Excellency
JOHN DAVIS LODGE,
Ambassador of the
United States of America,
Buenos Aires.

COSTA RICA

Trade: Meat Imports

Understanding relating to the agreement of March 6, 1970.
Effected by exchange of notes
Signed at San José July 17 and 23, 1970;
Entered into force July 23, 1970.

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

No. 99 SAN JOSÉ, *July 17, 1970*

EXCELLENCY:

I have the honor to refer to the Agreement between our two Governments concerning importation into the United States of fresh, chilled, or frozen cattle meat and fresh, chilled, or frozen meat of goats and sheep, except lambs, from Costa Rica effected by exchange of notes March 6, 1970. [1]

I refer also to recent discussion between representatives of our two Governments concerning the United States Government's revised estimate of total imports of such meat from all sources into the United States during calendar year 1970. I confirm on behalf of my Government the understanding reached in these discussions that the limit set forth in paragraph 2 of the aforementioned agreement shall be increased from 34.9 million pounds to 36.3 million pounds.

If the above conforms with the understanding of your Government, this note and Your Excellency's note of confirmation on behalf of the Government of Costa Rica shall have the effect of increasing the limit as stated above.

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

SANDY MACGREGOR PRINGLE
Chargé d'Affaires ad interim

His Excellency
GONZALO FACIO SEGREDA,
Minister of Foreign Relations,
San José.

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[1] TIAS 6851, *ante*, p. 823.

The Minister of Foreign Relations of Costa Rica to the American Ambassador

REPUBLICA DE COSTA RICA
MINISTERIO DE RELACIONES EXTERIORES Y CULTO
DIRECCION GENERAL DE ASUNTOS EXTERIORES

Nº 61825-AE

SAN JOSÉ, *23 de Julio de 1970.*

EXCELENTÍSIMO SEÑOR:

Me es grato avisar recibo de la nota de Vuestra Excelencia Nº 99 de fecha 17 de Julio de 1970, y hacer de Vuestro Honorable conocimiento, que el Gobierno de Costa Rica está de acuerdo en el aumento de un 4% de la cuota de importación de carne propuesta por Vuestro Honorable Gobierno.

Aprovecho la oportunidad para renovar a Vuestra Excelencia seguridades de mi más alta y distinguida consideración,

GONZALO J FACIO

Gonzalo J. Facio
Ministro de Relaciones Exteriores

Excelentísimo Señor
WALTER C. PLOESER
Embajador de los Estados Unidos de América
Ciudad.

Translation

REPUBLIC OF COSTA RICA
MINISTRY OF FOREIGN AFFAIRS AND WORSHIP
DIVISION OF FOREIGN AFFAIRS

No. 61825-AE

SAN JOSÉ, *July 23, 1970*

EXCELLENCY:

I am happy to acknowledge receipt of Your Excellency's note No. 99 dated July 17, 1970, and to inform you that the Government of Costa Rica agrees to the four percent increase in the meat import quota proposed by your Government.

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

GONZALO J FACIO

Gonzalo J. Facio
Minister of Foreign Affairs

His Excellency
WALTER C. PLOESER,
Ambassador of the United States of America,
San José.

MEXICO

Trade: Meat Imports

Understanding relating to the agreement of March 20, 1970.
Effected by exchange of notes
Signed at México and Tlatelolco July 27, 1970;
Entered into force July 27, 1970.

The American Ambassador to the Secretary of Foreign Relations of Mexico

No. 948 MEXICO, D. F., *July 27, 1970*

EXCELLENCY:

I have the honor to refer to the Agreement between our two Governments concerning importation into the United States of fresh, chilled, or frozen beef and veal and fresh, chilled, or frozen meat of goats and sheep, except lambs, from Mexico effected by exchange of notes dated March 20, 1970.[1]

I refer also to recent discussions between representatives of our two Governments concerning the United States Government's revised estimate of total imports of such meat from all sources into the United States during calendar year 1970. I confirm on behalf of my Government the understanding reached in these discussions that the limit set forth in numbered paragraph 1 of the aforementioned Agreement shall be increased from 68.7 million pounds to 71.5 million pounds.

If the above conforms with the understanding of your Government, this note and Your Excellency's note of confirmation on behalf of the Government of Mexico shall have the effect of increasing the limit as stated above.

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

ROBERT HENRY MCBRIDE

His Excellency
ANTONIO CARRILLO FLORES
Secretary of Foreign Relations
Mexico, D. F.

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[1] TIAS 6854; *ante*, p. 847.

The Secretary of Foreign Relations of Mexico to the American Ambassador

SECRETARIA DE RELACIONES EXTERIORES
ESTADOS UNIDOS MEXICANOS
MEXICO

6-A-67 TLATELOLCO, D.F., *27 de julio de 1970.*

SEÑOR EMBAJADOR:

Tengo el honor de acusar recibo de la atenta Nota de Vuestra Excelencia número 948 de esta misma fecha, cuyo contenido es el siguiente:

"Tengo el honor de hacer referencia al Acuerdo que existe entre nuestros dos Gobiernos relativo a la importación por parte de los Estados Unidos de carne de res y ternera, fresca, refrigerada y congelada y de carne de cabra y de carnero, excepto de cordero, fresca, refrigerada o congelada, procedente de México, formalizado mediante un cambio de Notas el día 20 de marzo de 1970.

Me refiero también a las recientes conversaciones entre representantes de los dos Gobiernos acerca de la estimación revisada hecha por el Gobierno de los Estados Unidos del total de sus importaciones de los tipos de carne mencionados, procedente de todas las fuentes durante el año calendario de 1970. En nombre de mi Gobierno confirmo lo convenido en esas conversaciones en el sentido de que el límite que se estableció en el párrafo 1 del mencionado Acuerdo será aumentado de 68.7 millones de libras a 71.5 millones de libras.

Si lo anterior es el entendimiento de su Gobierno, esta Nota y la Nota de confirmación de Vuestra Excelencia a nombre del Gobierno de México, tendrán por efecto incrementar el límite en la magnitud antes aludida.

Acepte, Excelencia, la renovada seguridad de mi más alta consideración."

En respuesta, me complace comunicar a Vuestra Excelencia que mi Gobierno encuentra aceptable la anterior proposición y, en consecuencia, conviene en que la Nota de Vuestra Excelencia transcrita arriba y la presente tendrán el efecto de aumentar hasta el límite citado nuestras exportaciones a Estados Unidos de los referidos productos.

Aprovecho esta oportunidad para renovar a Vuestra Excelencia el testimonio de mi más alta consideración.

A CARRILLO

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

Translation

DEPARTMENT OF FOREIGN RELATIONS
UNITED MEXICAN STATES
MEXICO

6-A-67 TLATELOLCO, D.F., *July 27, 1970*

MR. AMBASSADOR.

I have the honor to acknowledge receipt of Your Excellency's note No. 948 of this date, which reads as follows:

[For the English language text, see p. 1735.]

In reply, I am happy to inform Your Excellency that the forgoing proposal is acceptable to my Government, and, consequently, it agrees that Your Excellency's note transcribed above and this note shall have the effect of increasing our exports of the aforesaid products to the United States to the limit stated above.

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

A CARRILLO

His Excellency
ROBERT HENRY MCBRIDE,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Mexico, D.F

50-780 O 71 - 44--pt. 2--21

DOMINICAN REPUBLIC

Agricultural Commodities

Agreement modifying the agreement of March 28, 1969, as amended.
Effected by exchange of letters
Signed at Santo Domingo June 23, 1969, and June 24, 1970;
Entered into force June 24, 1970;
Effective June 25, 1969.

The American Chargé d'Affaires ad interim to the President of the Dominican Republic

JUNE 23, 1969

DEAR MR. PRESIDENT:

I have the honor to refer to the Agricultural Commodities Agreement between our two governments signed on March 28, 1969, [1] as amended April 18, 1969, [2] and to propose that Item I, Part II of that agreement be further amended by extending the supply period for wheat through the United States Fiscal Year 1970, to June 30, 1970.

In view of the above change, it should be understood that the date used for the calculation of interest and for determining the beginning of principal payments for all commodities delivered between January 1, 1969 and June 30, 1969 shall be the date of the last delivery prior to July 1, 1969, rather than the date of the last delivery in the calendar year as specified in the Dollar Credit Annex. The corresponding date for commodities delivered under the proposed extension during the United States Fiscal Year 1970 will be that specified in the Dollar Credit Annex.

All other terms and conditions of the Agreement of March 28, 1969, as amended on April 18, 1969, [2] remain without change.

It is my pleasure to propose that this letter and your reply concurring with the suggested change shall constitute agreement between our two governments which will enter into force on the date of your letter of reply.

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[1] TIAS 6685; 20 UST 735.
[2] Should read "April 15, 1969"; TIAS 6685; 20 UST 756.

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

FRANK J. DEVINE

Frank J. Devine
Charge d'Affaires, a.i.

His Excellency
DOCTOR JOAQUIN BALAGUER
Presidente de la Republica
Palacio Nacional
Santo Domingo

The President of the Dominican Republic to the American Ambassador

EL PRESIDENTE DE LA REPÚBLICA DOMINICANA

SANTO DOMINGO DE GUZMÁN, D.N.,
24 de junio de 1970.

EXCELENTÍSIMO SEÑOR EMBAJADOR:

Pláceme referirme a la atenta comunicación del señor Frank J. Devine, Encargado de Negocios, a.i., de fecha 23 de junio de 1969, acerca del Acuerdo para la Venta de Productos Agrícolas (PL–480) suscrito en fecha 28 de marzo de 1969 y enmendado el 18 de abril del mismo año, en la que se propone que el Artículo I Parte II del vigente acuerdo, sea objeto de una enmienda que permita extender el período de entrega de trigo hasta el 30 de junio de 1970.

De conformidad con los términos del segundo párrafo de la aludida comunicación, queda entendido que la fecha para los cálculos de los intereses y para determinar el comienzo de los pagos de amortización de todos los productos entregados entre el 1ro. de enero de 1969 y el 30 de junio de 1969, deberá ser la fecha de la última entrega antes del 1ro. de julio de 1969, en vez de la última entrega en el año calendario especificado en el Anexo de Crédito de Dólares. La fecha correspondiente para el trigo entregado bajo la extensión propuesta será la especificada en el Anexo de Crédito de Dólares.

Queda convenido, además, que tanto su citada carta como la presente, para los fines antes indicados, constituyen un acuerdo entre nuestros dos Gobiernos efectivo a partir del 25 de junio de 1969.

Con sentimientos de distinguida consideración y aprecio personal, le saluda

J BALAGUER

Joaquín Balaguer

Su Excelencia
FRANCIS E. MELOY, JR.,
Embajador de los Estados Unidos de América,
Ciudad.

Translation

THE PRESIDENT OF THE DOMINICAN REPUBLIC

SANTO DOMINGO DE GUZMÁN, D.N.
June 24, 1970

MR. AMBASSADOR:

I take pleasure in referring to the communication of Mr. Frank J. Devine, Chargé d'Affaires ad interim, dated June 23, 1969, concerning the Agricultural Commodities Agreement (PL-480) signed on March 28, 1969, as amended April 18, 1969, in which communication it is proposed that Item I, Part II of that agreement be further amended by extending the supply period for wheat to June 30, 1970.

According to the terms of the second paragraph of the aforesaid communication, it is understood that the date for the calculation of interest and for determining the beginning of principal payments for all commodities delivered between January 1, 1969, and June 30, 1969, shall be the date of the last delivery prior to July 1, 1969, rather than the date of the last delivery in the calendar year specified in the Dollar Credit Annex. The corresponding date for wheat delivered under the proposed extension will be that specified in the Dollar Credit Annex.

It is further agreed that your above-mentioned letter and this communication, for the aforesaid purposes, shall constitute an agreement between our two Governments, effective on June 25, 1969.

I present to you the assurances of my distinguished consideration and personal esteem.

J BALAGUER

Joaquín Balaguer

His Excellency
FRANCIS E. MELOY, JR.,
Ambassador of the United States of America,
Santo Domingo

DOMINICAN REPUBLIC

Agricultural Commodities

Agreement modifying the agreement of March 31, 1970.
Effected by exchange of letters
Signed at Santo Domingo May 14 and June 24, 1970;
Entered into force June 24, 1970;
Effective May 15, 1970.

The American Ambassador to the President of the Supreme Court Entrusted with the Executive Power, the Dominican Republic

SANTO DOMINGO, DOMINICAN REPUBLIC
May 14, 1970

YOUR EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two governments signed on March 31, 1970,[1] and to propose that Item I, Part II of that agreement be amended by extending the supply period through the United States Fiscal Year 1971, to June 30, 1971.

In view of the above change, it should be understood that the date used for the calculation of interest and for determining the beginning of principal payments for all commodities delivered between January 1, 1970 and June 30, 1970 shall be the date of the last delivery prior to July 1, 1970, rather than the date of the last delivery in the calendar year as specified in the Dollar Credit Annex. The corresponding date for commodities delivered under the proposed extension during the United States Fiscal Year 1971 will be that specified in the Dollar Credit Annex.

All other terms and conditions of the Agreement of March 31, 1970 remain without change.

It is my pleasure to propose that this letter and your reply concurring with the suggested change shall constitute agreement between our two governments which will enter into force on the date of your letter of reply.

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[1] TIAS 6863; *ante*, p. 1069.

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

Respectfully,

FRANCIS E. MELOY, JR.

Francis E. Meloy, Jr.
Ambassador

His Excellency
DOCTOR MANUEL RAMÓN RUIZ TEJADA
President of the Supreme Court
Entrusted with the Executive Power
National Palace
Santo Domingo

The President of the Dominican Republic to the American Ambassador

EL PRESIDENTE DE LA REPÚBLICA DOMINICANA

SANTO DOMINGO, D.N.,
24 de junio de 1970.

EXCELENTÍSIMO SEÑOR EMBAJADOR:

Pláceme referirme a su atenta comunicación de fecha 14 de mayo de 1970, acerca del Acuerdo para la Venta de Productos Agrícolas (PL–480) suscrito en fecha 31 de marzo de 1970, en la que se propone que el Artículo I Parte II del vigente Acuerdo, sea objeto de una enmienda que permita extender el período de entrega hasta el 30 de junio de 1971.

De conformidad con los términos del segundo párrafo de su aludida comunicación, queda entendido que la fecha para los cálculos de los intereses y para determinar el comienzo de los pagos de amortización de todos los productos entregados entre el 1ro. de enero de 1970 y el 30 de junio de 1970 deberá ser la fecha de la última entrega antes del 1ro. de julio de 1970 en vez de la fecha de la última entrega en el año calendario especificado en el Anexo de Crédito de Dólares. La fecha correspondiente para los productos entregados bajo la extensión propuesta durante el año fiscal 1971 de los Estados Unidos será lo especificado en el Anexo de Crédito de Dólares.

Queda convenido, además, que tanto su citada carta como la presente, para los fines antes indicados, constituyen un acuerdo entre nuestros dos Gobiernos efectivo a partir del 15 de mayo de 1970.

Con sentimientos de distinguida consideración y aprecio personal, le saluda

J. BALAGUER

Joaquín Balaguer

Su Excelencia
FRANCIS E. MELOY, JR.,
Embajador de los Estados Unidos de América,
Ciudad.

Translation

THE PRESIDENT OF THE DOMINICAN REPUBLIC

SANTO DOMINGO, D.N.
June 24, 1970

MR. AMBASSADOR:

I take pleasure in referring to your communication dated May 14, 1970 concerning the Agricultural Commodities Agreement (PL-480) signed on March 31, 1970, in which communication it is proposed that Item I, Part II of that Agreement be amended by extending the supply period to June 30, 1971.

According to the terms of the second paragraph of your above-mentioned communication, it is understood that the date for the calculation of interest and for determining the beginning of principal payments for all commodities delivered between January 1, 1970, and June 30, 1970, shall be the date of the last delivery prior to July 1, 1970, rather than the date of the last delivery in the calendar year specified in the Dollar Credit Annex. The corresponding date for commodities delivered under the proposed extension during the United States fiscal year 1971 will be that specified in the Dollar Credit Annex.

It is further agreed that your above-mentioned letter and this communication, for the aforesaid purposes, constitute an agreement between our two Governments, effective on May 15, 1970.

I present to you the assurances of my distinguished consideration and personal esteem.

J. BALAGUER

Joaquín Balaguer

His Excellency
FRANCIS E. MELOY, JR.,
Ambassador of the United States of America,
Santo Domingo

CANADA

Telecommunications: Radio Telephone Stations

Agreement signed at Ottawa November 19, 1969;
Ratification advised by the Senate of the United States of America May 27, 1970;
Ratified by the President of the United States of America June 9, 1970;
Ratified by Canada July 23, 1970;
Ratifications exchanged at Ottawa July 24, 1970;
Proclaimed by the President of the United States of America August 18, 1970;
Entered into force July 24, 1970.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

An agreement between the Government of the United States of America and the Government of Canada relating to the operation of radiotelephone stations was signed at Ottawa on November 19, 1969, the text of which agreement is word for word as follows:

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF CANADA RELATING TO THE OPERATION OF RADIO TELEPHONE STATIONS

The Government of the United States of America and the Government of Canada, being desirous of establishing rules to permit certain radio station licensees of either country, upon compliance with certain conditions, to operate radio telephone stations in the other country have agreed as follows:

ARTICLE I

A person holding a valid license issued by the appropriate authority of the Government of the United States of America for a Class D station in the Citizens Radio Service may be authorized to operate that station in Canada, and a person holding a valid license issued by the appropriate authority of the government of Canada for a station in the General Radio Service may be authorized to operate that station in the United States of America, under the following conditions:

a) Each visiting licensee will be required to apply for and receive a permit from the appropriate administrative agency of the host Government before operating the station.

b) The appropriate administrative agency of the host Government may deny or issue the permit prescribed in paragraph a) at its discretion under such conditions, restrictions, and terms as it may prescribe, including the right of cancellation at any time at its discretion.

c) The host Government, at its discretion, may require the visiting licensee to give evidence of his knowledge of its applicable rules and regulations.

ARTICLE II

Upon receipt of the permit prescribed in Article I, Class D stations in the Citizens Radio Service and stations in the General Radio Service licensed by one country may be operated in the territory of the other country subject to the following conditions:

a) The visiting licensee shall identify his station by the call sign issued by the licensing country followed by the station's geographical location in the host country, as nearly as possible by city and state or province.

b) In all other respects, the station shall be operated in accordance with the then existing laws and regulations of the host country which are applicable to the corresponding radio service of that country

c) In the event of rule violations by the visiting licensee it shall be the responsibility of the host country to take appropriate actions.

ARTICLE III

The present convention shall be ratified and the instruments of ratification shall be exchanged as soon as possible. The present convention shall enter into force on the day of the exchange of instruments of ratification and shall continue in force thereafter subject to the termination by either Government giving six months notice in writing of its intention to terminate.

ACCORD ENTRE LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE ET LE GOUVERNEMENT DU CANADA RELATIF A L'EXPLOITATION DE STATIONS RADIOTELEPHONIQUES

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement du Canada, désireux d'établir des règles qui permettent à certains titulaires de licences de l'un ou de l'autre pays d'exploiter, sous réserve de certaines conditions, des stations radio téléphoniques dans l'autre pays, sont convenus de ce qui suit.

ARTICLE I

Le titulaire d'une licence valide émise par l'organisme approprié du Gouvernement des Etats-Unis d'Amérique pour une station de la classe D du "Citizens Radio Service" peut être autorisé à exploiter cette station au Canada, et le titulaire d'une licence valide émise par l'organisme approprié du Gouvernement du Canada pour une station du Service radio général peut être autorisé à exploiter cette station aux Etats-Unis d'Amérique, aux conditions suivantes:

a) Chaque titulaire en visite devra présenter une demande de permis à l'organisme administratif approprié du gouvernement d'accueil et l'avoir en sa possession avant d'exploiter la station.

b) L'organisme administratif approprié du gouvernement d'accueil peut refuser ou accorder le permis exigé selon les dispositions de l'alinéa a) à sa discrétion et selon les conditions, restrictions et termes qu'il peut imposer, y compris le droit d'annuler le permis à quelque moment que ce soit à sa discrétion.

c) Le gouvernement d'accueil peut, à sa discrétion, demander au titulaire en visite des preuves de sa connaissance des règles et des règlements pertinents.

ARTICLE II

Au reçu du permis décrit à l'article I, les stations de la classe D du "Citizens Radio Service" et les stations du Service radio général qui ont fait l'objet d'une licence dans un pays peuvent être exploitées sur le territoire de l'autre pays aux conditions suivantes:

a) Le titulaire en visite doit identifier sa station au moyen de l'indicatif d'appel choisi par le pays qui accorde la licence, et donner la situation géographique de la station dans le pays d'accueil en indiquant au plus près la ville et l'Etat ou la province où elle se trouve.

b) A tous les autres points de vue, la station doit être exploitée en confirmité avec les lois et les règles déjà existantes qui s'appliquent au service radio correspondant dans le pays d'accueil.

c) En cas de violation des règles par le titulaire en visite, il incombe au pays d'accueil de prendre les mesures nécessaires.

ARTICLE III

La présente convention devra être ratifiée et les instruments de ratification devront être échangés le plus tôt possible. La présente convention entrera en vigueur à la date de l'échange des instruments de ratification et demeurera en vigueur jusqu'à ce que l'un des deux pays donne par écrit un préavis de six mois indiquant son intention de la dénoncer.

IN WITNESS WHEREOF the respective Plenipotentiaries have signed the present convention.

DONE in duplicate, in the French and English languages, each version being equally authentic, at Ottawa this nineteenth day of November, 1969.

EN FOI DE QUOI, les plénipotentiaires respectifs ont signé la présente convention.

FAIT en double exemplaire, en langues anglaise et française, les deux textes faisant également foi à Ottawa, ce dix-neuvième jour de novembre 1969.

ADOLPH W SCHMIDT

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA
POUR LE GOUVERNEMENT DES ETATS-UNIS d'AMERIQUE

[SEAL]

MITCHELL SHARP

FOR THE GOVERNMENT OF CANADA
POUR LE GOUVERNEMENT DU CANADA

The Senate of the United States of America by its resolution of May 27, 1970, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the agreement,

The agreement was duly ratified by the President of the United States of America on June 9, 1970, in pursuance of the advice and consent of the Senate, and the agreement was duly ratified on the part of Canada,

The agreement provides that it shall enter into force on the day of the exchange of instruments of ratification,

The respective instruments of ratification of the agreement were duly exchanged at Ottawa on July 24, 1970;

NOW, THEREFORE, I, Richard Nixon, President of the United States of America, hereby proclaim and make public the agreement of November 19, 1969 between the Government of the United States of America and the Government of Canada relating to the operation of radiotelephone stations, to the end that the agreement and each and every article and clause thereof may be observed and fulfilled with good faith on and after July 24, 1970 by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this eighteenth day of August in the year of our Lord one thousand nine hundred seventy
[SEAL] and of the Independence of the United States of America the one hundred ninety-fifth.

RICHARD NIXON

By the President:
WILLIAM P ROGERS
Secretary of State

MULTILATERAL

World Intellectual Property Organization (WIPO)

Convention done at Stockholm July 14, 1967;
Ratification advised by the Senate of the United States of America February 28, 1970;
Ratified by the President of the United States of America May 4, 1970;
Ratification of the United States of America deposited May 25, 1970;
Proclaimed by the President of the United States of America August 12, 1970;
Entered into force with respect to the United States of America August 25, 1970.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Convention Establishing the World Intellectual Property Organization was signed at Stockholm on July 14, 1967, the text of which Convention, as certified by the Head of the Archives, Royal Ministry for Foreign Affairs, Stockholm, is as follows.

CONVENTION INSTITUANT L'ORGANISATION MONDIALE DE LA PROPRIÉTÉ INTELLECTUELLE

SIGNÉE À STOCKHOLM LE 14 JUILLET 1967

CONVENTION ESTABLISHING THE WORLD INTELLECTUAL PROPERTY ORGANIZATION

SIGNED AT STOCKHOLM ON JULY 14, 1967

CONVENIO QUE ESTABLECE LA ORGANIZACIÓN MUNDIAL DE LA PROPIEDAD INTELECTUAL

FIRMADO EN ESTOCOLMO EL 14 DE JULIO DE 1967

КОНВЕНЦИЯ, УЧРЕЖДАЮЩАЯ ВСЕМИРНУЮ ОРГАНИЗАЦИЮ ИНТЕЛЛЕКТУАЛЬНОЙ СОБСТВЕННОСТИ

ПОДПИСАНА В СТОКГОЛЬМЕ 14 ИЮЛЯ 1967 ГОДА.

TIAS 6932

Convention instituant l'Organisation Mondiale de la Propriété Intellectuelle

signée à Stockholm le 14 juillet 1967

TIAS 6932

Convention instituant l'Organisation Mondiale de la Propriété Intellectuelle [1]

signée à Stockholm le 14 juillet 1967

Les Parties contractantes,

Animées du désir de contribuer à une meilleure compréhension et collaboration entre les Etats, pour leur profit mutuel et sur la base du respect de leur souveraineté et égalité,

Désirant, afin d'encourager l'activité créatrice, promouvoir la protection de la propriété intellectuelle à travers le monde,

Désirant moderniser et rendre plus efficace l'administration des Unions instituées dans les domaines de la protection de la propriété industrielle et de la protection des œuvres littéraires et artistiques, tout en respectant pleinement l'autonomie de chacune des Unions,

Sont convenues de ce qui suit:

Article 1
Institution de l'Organisation

L'Organisation Mondiale de la Propriété Intellectuelle est instituée par la présente Convention.

Article 2
Définitions

Au sens de la présente Convention, il faut entendre par:

i) « Organisation », l'Organisation Mondiale de la Propriété Intellectuelle (OMPI);

ii) « Bureau international », le Bureau international de la propriété intellectuelle;

iii) « Convention de Paris », la Convention pour la protection de la propriété industrielle signée le 20 mars 1883, y compris chacun de ses Actes revisés;

[1] For the English language text, see p. 1771.

iv) « Convention de Berne », la Convention pour la protection des œuvres littéraires et artistiques signée le 9 septembre 1886, y compris chacun de ses Actes revisés;

v) « Union de Paris », l'Union internationale créée par la Convention de Paris;

vi) « Union de Berne », l'Union internationale créée par la Convention de Berne;

vii) « Unions », l'Union de Paris, les Unions particulières et les Arrangements particuliers établis en relation avec cette Union, l'Union de Berne, ainsi que tout autre engagement international tendant à promouvoir la protection de la propriété intellectuelle dont l'administration est assurée par l'Organisation en vertu de l'article 4. iii);

viii) « propriété intellectuelle », les droits relatifs:

— aux œuvres littéraires, artistiques et scientifiques,

— aux interprétations des artistes interprètes et aux exécutions des artistes exécutants, aux phonogrammes et aux émissions de radiodiffusion,

— aux inventions dans tous les domaines de l'activité humaine,

— aux découvertes scientifiques,

— aux dessins et modèles industriels,

— aux marques de fabrique, de commerce et de service, ainsi qu'aux noms commerciaux et dénominations commerciales,

— à la protection contre la concurrence déloyale;

et tous les autres droits afférents à l'activité intellectuelle dans les domaines industriel, scientifique, littéraire et artistique.

Article 3

But de l'Organisation

L'Organisation a pour but:

i) de promouvoir la protection de la propriété intellectuelle à travers le monde par la coopération des Etats, en collaboration, s'il y a lieu, avec toute autre organisation internationale,

ii) d'assurer la coopération administrative entre les Unions.

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Article 4

Fonctions

Aux fins d'atteindre le but défini à l'article 3, l'Organisation, par ses organes compétents et sous réserve de la compétence de chacune des Unions:

i) s'emploie à promouvoir l'adoption de mesures destinées à améliorer la protection de la propriété intellectuelle à travers le monde et à mettre en harmonie les législations nationales dans ce domaine;

ii) assure les services administratifs de l'Union de Paris, des Unions particulières établies en relation avec cette Union et de l'Union de Berne;

iii) peut accepter d'assumer l'administration qu'implique la mise en œuvre de tout autre engagement international tendant à promouvoir la protection de la propriété intellectuelle ou de participer à une telle administration;

iv) encourage la conclusion de tout engagement international tendant à promouvoir la protection de la propriété intellectuelle;

v) offre sa coopération aux Etats qui lui demandent une assistance technico-juridique dans le domaine de la propriété intellectuelle;

vi) rassemble et diffuse toutes informations relatives à la protection de la propriété intellectuelle, effectue et encourage des études dans ce domaine et en publie les résultats;

vii) assure les services facilitant la protection internationale de la propriété intellectuelle et, le cas échéant, procède à des enregistrements en la matière et publie les indications relatives à ces enregistrements;

viii) prend toutes autres mesures appropriées.

Article 5

Membres

1) Peut devenir membre de l'Organisation tout Etat qui est membre de l'une des Unions telles qu'elles sont définies à l'article 2. vii).

2) Peut également devenir membre de l'Organisation tout Etat qui n'est pas membre de l'une des Unions, à la condition:

i) qu'il soit membre de l'Organisation des Nations Unies, de l'une des Institutions spécialisées qui sont reliées à l'Organisation des Nations Unies ou de l'Agence internationale de l'Energie atomique, ou partie au statut de

la Cour internationale de Justice, ou

ii) qu'il soit invité par l'Assemblée générale à devenir partie à la présente Convention.

Article 6
Assemblée générale

1) *a)* Il est établi une Assemblée générale comprenant les Etats parties à la présente Convention qui sont membres de l'une au moins des Unions.

b) Le Gouvernement de chaque Etat membre est représenté par un délégué, qui peut être assisté de suppléants, de conseillers et d'experts.

c) Les dépenses de chaque délégation sont supportées par le Gouvernement qui l'a désignée.

2) L'Assemblée générale:

i) nomme le Directeur général sur présentation du Comité de coordination;

ii) examine et approuve les rapports du Directeur général relatifs à l'Organisation et lui donne toutes directives nécessaires;

iii) examine et approuve les rapports et les activités du Comité de coordination et lui donne des directives;

iv) adopte le budget triennal des dépenses communes aux Unions;

v) approuve les dispositions proposées par le Directeur général concernant l'administration relative à la mise en œuvre des engagements internationaux visés à l'article 4. iii);

vi) adopte le règlement financier de l'Organisation;

vii) détermine les langues de travail du Secrétariat, compte tenu de la pratique des Nations Unies;

viii) invite à devenir parties à la présente Convention les Etats visés à l'article 5. 2) ii);

ix) décide quels sont les Etats non membres de l'Organisation et quelles sont les organisations intergouvernementales et internationales non gouvernementales qui peuvent être admis à ses réunions en qualité d'observateurs;

x) s'acquitte de toutes autres tâches utiles dans le cadre de la présente Convention.

3) *a)* Chaque Etat, qu'il soit membre d'une ou de plusieurs Unions, dispose d'une voix à l'Assemblée générale.

b) La moitié des Etats membres de l'Assemblée générale constitue le quorum.

c) Nonobstant les dispositions du sous-alinéa *b)*, si, lors d'une session, le nombre des Etats représentés est inférieur à la moitié mais égal ou supérieur au tiers des Etats membres de l'Assemblée générale, celle-ci peut prendre des décisions; toutefois, les décisions de l'Assemblée générale, à l'exception de celles qui concernent sa procédure, ne deviennent exécutoires que lorsque les conditions énoncées ci-après sont remplies. Le Bureau international communique lesdites décisions aux Etats membres de l'Assemblée générale qui n'étaient pas représentés, en les invitant à exprimer par écrit, dans un délai de trois mois à compter de la date de ladite communication, leur vote ou leur abstention. Si, à l'expiration de ce délai, le nombre des Etats ayant ainsi exprimé leur vote ou leur abstention est au moins égal au nombre d'Etats qui faisait défaut pour que le quorum fût atteint lors de la session, lesdites décisions deviennent exécutoires, pourvu qu'en même temps la majorité nécessaire reste acquise.

d) Sous réserve des dispositions des sous-alinéas *e)* et *f)*, l'Assemblée générale prend ses décisions à la majorité des deux tiers des votes exprimés.

e) L'acceptation des dispositions concernant l'administration relative à la mise en œuvre des engagements internationaux visés à l'article 4. iii) requiert la majorité des trois quarts des votes exprimés.

f) L'approbation d'un accord avec l'Organisation des Nations Unies en conformité avec les dispositions des articles 57 et 63 de la Charte des Nations Unies requiert la majorité des neuf dixièmes des votes exprimés.

g) La nomination du Directeur général (alinéa 2) i)), l'approbation des dispositions proposées par le Directeur général concernant l'administration relative à la mise en œuvre des engagements internationaux (alinéa 2) v)) et le transfert du siège (article 10) requièrent la majorité prévue, non seulement dans l'Assemblée générale, mais également dans l'Assemblée de l'Union de Paris et dans l'Assemblée de l'Union de Berne.

h) L'abstention n'est pas considérée comme un vote.

i) Un délégué ne peut représenter qu'un seul Etat et ne peut voter qu'au nom de celui-ci.

4) *a)* L'Assemblée générale se réunit une fois tous les trois ans en session ordinaire, sur convocation du Directeur général.

b) L'Assemblée générale se réunit en session extraordinaire sur convocation du Directeur général à la demande du Comité de coordination ou à la demande d'un quart des Etats membres de l'Assemblée générale.

c) Les réunions se tiennent au siège de l'Organisation.

5) Les Etats parties à la présente Convention qui ne sont pas membres de l'une des Unions sont admis aux réunions de l'Assemblée générale en qualité d'observateurs.

6) L'Assemblée générale établit son règlement intérieur.

Article 7
Conférence

1) *a)* Il est établi une Conférence comprenant les Etats parties à la présente Convention, qu'ils soient ou non membres de l'une des Unions.

b) Le Gouvernement de chaque Etat est représenté par un délégué, qui peut être assisté de suppléants, de conseillers et d'experts.

c) Les dépenses de chaque délégation sont supportées par le Gouvernement qui l'a désignée.

2) La Conférence:

i) discute des questions d'intérêt général dans le domaine de la propriété intellectuelle et peut adopter des recommandations relativement à ces questions, tout en respectant la compétence et l'autonomie des Unions;

ii) adopte le budget triennal de la Conférence;

iii) établit, dans les limites de ce budget, le programme triennal d'assistance technico-juridique;

iv) adopte les modifications à la présente Convention selon la procédure définie à l'article 17;

v) décide quels sont les Etats non membres de l'Organisation et quelles sont les organisations intergouvernementales et internationales non gouvernementales qui peuvent être admis à ses réunions en qualité d'observateurs;

vi) s'acquitte de toutes autres tâches utiles dans le cadre de la présente Convention.

3) *a)* Chaque Etat membre dispose d'une voix à la Conférence.

b) Le tiers des Etats membres constitue le quorum.

c) Sous réserve des dispositions de l'article 17, la Conférence prend ses décisions à la majorité des deux tiers des votes exprimés.

d) Le montant des contributions des Etats parties à la présente Convention qui ne sont pas membres de l'une des Unions est fixé par un vote auquel seuls les délégués de ces Etats ont le droit de participer.

e) L'abstention n'est pas considérée comme un vote.

f) Un délégué ne peut représenter qu'un seul Etat et ne peut voter qu'au nom de celui-ci.

4) *a)* La Conférence se réunit en session ordinaire sur convocation du Directeur général pendant la même période et au même lieu que l'Assemblée générale.

b) La Conférence se réunit en session extraordinaire sur convocation du Directeur général à la demande de la majorité des Etats membres.

5) La Conférence établit son règlement intérieur.

Article 8
Comité de coordination

1) *a)* Il est établi un Comité de coordination comprenant les Etats parties à la présente Convention qui sont membres du Comité exécutif de l'Union de Paris, du Comité exécutif de l'Union de Berne ou de l'un et l'autre de ces deux Comités exécutifs. Toutefois, si l'un de ces Comité exécutifs comprend plus du quart des pays membres de l'Assemblée qui l'a élu, ledit Comité désigne, parmi ses membres, les Etats qui seront membres du Comité de coordination, de telle sorte que leur nombre n'excède pas le quart susvisé, étant entendu que le pays sur le territoire duquel l'Organisation a son siège n'entre pas en ligne de compte pour le calcul de ce quart.

b) Le Gouvernement de chaque Etat membre du Comité de coordination est représenté par un délégué, qui peut être assisté de suppléants, de conseillers et d'experts.

c) Lorsque le Comité de coordination examine soit des questions intéressant directement le programme ou le budget de la Conférence et son ordre du jour, soit des propositions de modification de la présente Convention de nature à affecter les droits ou obligations des Etats parties à la présente Convention qui ne sont pas membres de l'une des Unions, un quart de ces Etats participent aux réunions du Comité de coordination avec les mêmes droits que les membres de ce Comité.

La Conférence élit à chaque session ordinaire les Etats appelés à participer à de telles réunions.

d) Les dépenses de chaque délégation sont supportées par le Gouvernement qui l'a désignée.

2) Si les autres Unions administrées par l'Organisation désirent être représentées en tant que telles au sein du Comité de coordination, leurs représentants doivent être désignés parmi les Etats membres du Comité de coordination.

3) Le Comité de coordination:

i) donne des avis aux organes des Unions, à l'Assemblée générale, à la Conférence et au Directeur général sur toutes les questions administratives et financières et sur toutes autres questions d'intérêt commun soit à deux ou plusieurs Unions, soit à une ou plusieurs Unions et à l'Organisation, et notamment sur le budget des dépenses communes aux Unions;

ii) prépare le projet d'ordre du jour de l'Assemblée générale;

iii) prépare le projet d'ordre du jour et les projets de programme et de budget de la Conférence;

iv) se prononce, sur la base du budget triennal des dépenses communes des Unions et du budget triennal de la Conférence, ainsi que sur la base du programme triennal d'assistance technico-juridique, sur les budgets et programmes annuels correspondants;

v) à l'expiration des fonctions du Directeur général, ou en cas de vacance de ce poste, propose le nom d'un candidat en vue de sa nomination à ce poste par l'Assemblée générale; si l'Assemblée générale ne nomme pas le candidat qu'il a présenté, le Comité de coordination présente un autre candidat; la même procédure est reprise jusqu'à la nomination par l'Assemblée générale du dernier candidat présenté;

vi) si une vacance du poste de Directeur général survient entre deux sessions de l'Assemblée générale, nomme un Directeur général par intérim pour la durée précédant l'entrée en fonctions du nouveau Directeur général;

vii) s'acquitte de toutes autres tâches qui lui sont attribuées dans le cadre de la présente Convention.

4) *a)* Le Comité de coordination se réunit une fois par an en session ordinaire sur convocation du Directeur général. Il se réunit en principe au siège de l'Organisation.

b) Le Comité de coordination se réunit en session extraordinaire, sur convocation adressée par le Directeur général, soit à l'initiative de celui-ci, soit à la demande de son président ou d'un quart de ses membres.

5) *a)* Chaque Etat, qu'il soit membre de l'un seulement des deux Comités exécutifs mentionnés à l'alinéa 1) *a)* ou de ces deux Comités, dispose d'une seule voix au Comité de coordination.

b) La moitié des membres du Comité de coordination constitue le quorum.

c) Un délégué ne peut représenter qu'un seul Etat et ne peut voter qu'au nom de celui-ci.

6) *a)* Le Comité de coordination exprime ses avis et prend ses décisions à la majorité simple des votes exprimés. L'abstention n'est pas considérée comme un vote.

b) Même si une majorité simple est obtenue, tout membre du Comité de coordination peut, immédiatement après le vote, demander qu'il soit procédé de la manière suivante à un décompte spécial des votes: deux listes distinctes seront établies, sur lesquelles figurent respectivement les noms des Etats membres du Comité exécutif de l'Union de Paris et ceux des Etats membres du Comité exécutif de l'Union de Berne; le vote de chaque Etat sera inscrit en regard de son nom sur chacune des listes où il figure. Dans le cas où ce décompte spécial indiquerait que la majorité simple n'est pas obtenue dans chacune de ces listes, la proposition ne serait pas considérée comme adoptée.

7) Tout Etat membre de l'Organisation qui n'est pas membre du Comité de coordination peut être représenté aux réunions de ce Comité par des observateurs, avec le droit de participer aux délibérations, mais sans droit de vote.

8) Le Comité de coordination établit son règlement intérieur.

Article 9

Bureau international

1) Le Bureau international constitue le secrétariat de l'Organisation.

2) Le Bureau international est dirigé par le Directeur général assisté de deux ou plusieurs Vice-directeurs généraux.

3) Le Directeur général est nommé pour une période déterminée, qui ne peut être inférieure à six ans. Sa nomination peut être renouvelée pour des périodes déterminées. La

durée de la première période et celle des périodes suivantes éventuelles, ainsi que toutes autres conditions de sa nomination, sont fixées par l'Assemblée générale.

4) *a)* Le Directeur général est le plus haut fonctionnaire de l'Organisation.

b) Il représente l'Organisation.

c) Il rend compte à l'Assemblée générale et se conforme à ses directives en ce qui concerne les affaires intérieures et extérieures de l'Organisation.

5) Le Directeur général prépare les projets de budget et de programme, ainsi que les rapports périodiques d'activité. Il les transmet aux Gouvernements des Etats intéressés, ainsi qu'aux organes compétents des Unions et de l'Organisation.

6) Le Directeur général et tout membre du personnel désigné par lui prennent part, sans droit de vote, à toutes les réunions de l'Assemblée générale, de la Conférence, du Comité de coordination, ainsi que de tout autre comité ou groupe de travail. Le Directeur général ou un membre du personnel désigné par lui est d'office secrétaire de ces organes.

7) Le Directeur général nomme le personnel nécessaire au bon fonctionnement du Bureau international. Il nomme les Vice-directeurs généraux après approbation du Comité de coordination. Les conditions d'emploi sont fixées par le Statut du personnel qui doit être approuvé par le Comité de coordination, sur proposition du Directeur général. La nécessité de s'assurer les services d'agents éminemment qualifiés en raison de leur efficience, de leur compétence et de leur intégrité doit être la considération dominante dans le recrutement et la détermination des conditions d'emploi des membres du personnel. Il sera dûment tenu compte de l'importance d'assurer ce recrutement sur une base géographique aussi large que possible.

8) Les fonctions du Directeur général et des membres du personnel sont de caractère strictement international. Dans l'exercice de leurs fonctions, ceux-ci ne doivent solliciter ou recevoir d'instructions d'aucun Gouvernement ou d'aucune autorité étrangère à l'Organisation. Ils doivent s'abstenir de tout acte de nature à compromettre leur situation de fonctionnaires internationaux. Chaque Etat membre s'engage à respecter le caractère exclusivement international des fonctions du Directeur général et des membres du personnel et à ne pas chercher à influencer ceux-ci dans l'exécution de leurs fonctions.

Article 10
Siège

1) Le siège de l'Organisation est fixé à Genève.

2) Son transfert peut être décidé dans les conditions prévues à l'article 6. 3) *d)* et *g)*.

Article 11
Finances

1) L'Organisation a deux budgets distincts: le budget des dépenses communes aux Unions et le budget de la Conférence.

2) *a)* Le budget des dépenses communes aux Unions contient les prévisions de dépenses présentant un intérêt pour plusieurs Unions.

b) Ce budget est financé par les ressources suivantes:

i) les contributions des Unions, étant entendu que le montant de la contribution de chaque Union est fixé par l'Assemblée de cette Union, compte tenu de la mesure dans laquelle les dépenses communes sont effectuées dans l'intérêt de ladite Union;

ii) les taxes et sommes dues pour les services rendus par le Bureau international qui ne sont pas en rapport direct avec l'une des Unions ou qui ne sont pas perçues pour des services rendus par le Bureau international dans le domaine de l'assistance technico-juridique;

iii) le produit de la vente des publications du Bureau international qui ne concernent pas directement l'une des Unions, et les droits afférents à ces publications;

iv) les dons, legs et subventions dont bénéficie l'Organisation, à l'exception de ceux visés à l'alinéa 3) *b)* iv);

v) les loyers, intérêts et autres revenus divers de l'Organisation.

3) *a)* Le budget de la Conférence contient les prévisions de dépenses pour la tenue des sessions de la Conférence et pour le programme d'assistance technico-juridique.

b) Ce budget est financé par les ressources suivantes:

i) les contributions des Etats parties à la présente Convention qui ne sont pas membres de l'une des Unions;

ii) les sommes éventuellement mises à la disposition de ce budget par les Unions, étant entendu que le montant de la somme mise à disposition par chaque Union est fixé par l'Assemblée de cette Union et que chaque Union est libre de ne pas contribuer à ce budget;

iii) les sommes perçues pour des services rendus par le Bureau international dans le domaine de l'assistance technico-juridique;

iv) les dons, legs et subventions dont bénéficie l'Organisation aux fins visées au sous-alinéa *a)*.

4) *a)* Pour déterminer sa part contributive dans le budget de la Conférence, chacun des Etats parties à la présente Convention qui n'est pas membre de l'une des Unions est rangé dans une classe et paie ses contributions annuelles sur la base d'un nombre d'unités fixé comme suit:

Classe A	10
Classe B	3
Classe C	1

b) Chacun de ces Etats, au moment où il accomplit l'un des actes prévus à l'article 14. 1), indique la classe dans laquelle il désire être rangé. Il peut changer de classe. S'il choisit une classe inférieure, l'Etat doit en faire part à la Conférence lors d'une de ses sessions ordinaires. Un tel changement prend effet au début de l'année civile suivant ladite session.

c) La contribution annuelle de chacun de ces Etats consiste en un montant dont le rapport à la somme totale des contributions au budget de la Conférence de tous ces Etats est le même que le rapport entre le nombre des unités de la classe dans laquelle il est rangé et le nombre total des unités de l'ensemble de ces Etats.

d) Les contributions sont dues au 1er janvier de chaque année.

e) Dans le cas où le budget n'est pas adopté avant le début d'un nouvel exercice, le budget de l'année précédente est reconduit selon les modalités prévues par le règlement financier.

5) Tout Etat partie à la présente Convention qui n'est membre d'aucune des Unions et qui est en retard dans le paiement de ses contributions compte tenu des dispositions du présent article, de même que tout Etat partie à la présente Convention qui est membre de l'une des Unions et qui est en retard dans le paiement de ses contributions au titre de cette Union, ne peut exercer son droit de vote dans aucun des organes de l'Organisation dont il est membre, si le montant de son arriéré est égal ou supérieur à celui des contributions dont il est redevable pour les deux années complètes écoulées. Cependant, un tel Etat peut être autorisé à conserver l'exercice de son droit de vote au sein dudit organe aussi longtemps

que ce dernier estime que le retard résulte de circonstances exceptionnelles et inévitables.

6) Le montant des taxes et sommes dues pour des services rendus par le Bureau international dans le domaine de l'assistance technico-juridique est fixé par le Directeur général, qui fait rapport au Comité de coordination.

7) L'Organisation peut, avec l'approbation du Comité de coordination, recevoir tous dons, legs et subventions provenant directement de gouvernements, d'institutions publiques ou privées, d'associations ou de particuliers.

8) *a)* L'Organisation possède un fonds de roulement constitué par un versement unique effectué par les Unions et par chaque Etat partie à la présente Convention qui n'est pas membre de l'une des Unions. Si le fonds devient insuffisant, son augmentation est décidée.

b) Le montant du versement unique de chaque Union et sa participation éventuelle à toute augmentation sont décidés par son Assemblée.

c) Le montant du versement unique de chaque Etat partie à la présente Convention qui n'est pas membre d'une Union, et sa participation à toute augmentation, sont proportionnels à la contribution de cet Etat pour l'année au cours de laquelle le fonds est constitué ou l'augmentation décidée. La proportion et les modalités de versement sont arrêtées par la Conférence, sur proposition du Directeur général et après avis du Comité de coordination.

9) *a)* L'accord de siège conclu avec l'Etat sur le territoire duquel l'Organisation a son siège prévoit que, si le fonds de roulement est insuffisant, cet Etat accorde des avances. Le montant de ces avances et les conditions dans lesquelles elles sont accordées font l'objet, dans chaque cas, d'accords séparés entre l'Etat en cause et l'Organisation. Aussi longtemps qu'il est tenu d'accorder des avances, cet Etat dispose *ex officio* d'un siège au Comité de coordination.

b) L'Etat visé au sous-alinéa *a)* et l'Organisation ont chacun le droit de dénoncer l'engagement d'accorder des avances, moyennant notification par écrit. La dénonciation prend effet trois ans après la fin de l'année au cours de laquelle elle a été notifiée.

10) La vérification des comptes est assurée, selon les modalités prévues dans le règlement financier, par un ou plusieurs Etats membres ou par des contrôleurs extérieurs, qui

sont, avec leur consentement, désignés par l'Assemblée générale.

Article 12

Capacité juridique; privilèges et immunités

1) L'Organisation jouit, sur le territoire de chaque Etat membre, conformément aux lois de cet Etat, de la capacité juridique nécessaire pour atteindre son but et exercer ses fonctions.

2) L'Organisation conclut un accord de siège avec la Confédération suisse et avec tout autre Etat où le siège pourrait être fixé par la suite.

3) L'Organisation peut conclure des accords bilatéraux ou multilatéraux avec les autres Etats membres pour s'assurer, ainsi qu'à ses fonctionnaires et aux représentants de tous les Etats membres, la jouissance des privilèges et immunités nécessaires pour atteindre son but et exercer ses fonctions.

4) Le Directeur général peut négocier, et après approbation du Comité de coordination, conclut et signe au nom de l'Organisation les accords visés aux alinéas 2) et 3).

Article 13

Relations avec d'autres organisations

1) L'Organisation, si elle l'estime opportun, établit des relations de travail et coopère avec d'autres organisations intergouvernementales. Tout accord général passé à cet effet avec ces organisations est conclu par le Directeur général, après approbation du Comité de coordination.

2) L'Organisation peut prendre, pour les questions de sa compétence, toutes dispositions appropriées en vue de la consultation des organisations internationales non gouvernementales et, sous réserve du consentement des Gouvernements intéressés, des organisations nationales gouvernementales ou non gouvernementales, ainsi qu'en vue de toute coopération avec lesdites organisations. De telles dispositions sont prises par le Directeur général, après approbation du Comité de coordination.

Article 14

Modalités selon lesquelles les Etats peuvent devenir parties à la Convention

1) Les Etats visés à l'article 5 peuvent devenir parties à la présente Convention et membres de l'Organisation par:

i) leur signature sans réserve de ratification, ou
ii) leur signature sous réserve de ratification, suivie du dépôt de l'instrument de ratification, ou
iii) le dépôt d'un instrument d'adhésion.

2) Nonobstant toute autre disposition de la présente Convention, un Etat partie à la Convention de Paris, à la Convention de Berne ou à ces deux Conventions, ne peut devenir partie à la présente Convention qu'en devenant simultanément partie, ou qu'après être devenu partie antérieurement, par ratification ou adhésion

soit à l'Acte de Stockholm de la Convention de Paris dans sa totalité ou avec la seule limitation prévue par l'article 20.1) *b)* i) dudit Acte,

soit à l'Acte de Stockholm de la Convention de Berne dans sa totalité ou avec la seule limitation prévue par l'article 28.1) *b)* i) dudit Acte.

3) Les instruments de ratification ou d'adhésion sont déposés auprès du Directeur général.

Article 15
Entrée en vigueur de la Convention

1) La présente Convention entre en vigueur trois mois après que dix Etats membres de l'Union de Paris et sept Etats membres de l'Union de Berne ont accompli l'un des actes prévus à l'article 14. 1), étant entendu que tout Etat membre des deux Unions est compté dans les deux groupes. A cette date, la présente Convention entre également en vigueur à l'égard des Etats qui, n'étant membres d'aucune des deux Unions, ont accompli, trois mois ou plus avant ladite date, l'un des actes prévus à l'article 14. 1).

2) A l'égard de tout autre Etat, la présente Convention entre en vigueur trois mois après la date à laquelle cet Etat a accompli l'un des actes prévus à l'article 14. 1).

Article 16
Réserves

Aucune réserve n'est admise à la présente Convention.

Article 17
Modifications

1) Des propositions de modification à la présente Convention peuvent être présentées par tout Etat membre, par

le Comité de coordination ou par le Directeur général. Ces propositions sont communiquées par ce dernier aux Etats membres six mois au moins avant d'être soumises à l'examen de la Conférence.

2) Toute modification est adoptée par la Conférence. S'il s'agit de modifications de nature à affecter les droits et obligations des Etats parties à la présente Convention qui ne sont membres d'aucune des Unions, ces Etats participent également au scrutin. Les Etats parties à la présente Convention qui sont membres de l'une au moins des Unions sont seuls habilités à voter sur toutes propositions relatives à d'autres modifications. Les modifications sont adoptées à la majorité simple des votes exprimés, étant entendu que la Conférence ne vote que sur les propositions de modification adoptées au préalable par l'Assemblée de l'Union de Paris et l'Assemblée de l'Union de Berne selon les règles applicables dans chacune d'elles à la modification des dispositions administratives de leurs Conventions respectives.

3) Toute modification entre en vigueur un mois après la réception par le Directeur général des notifications écrites d'acceptation, effectuée en conformité avec leurs règles constitutionnelles respectives, de la part des trois quarts des Etats qui étaient membres de l'Organisation, et avaient le droit de vote sur la modification proposée aux termes de l'alinéa 2), au moment où la modification a été adoptée par la Conférence. Toute modification ainsi acceptée lie tous les Etats qui sont membres de l'Organisation au moment où la modification entre en vigueur ou qui en deviennent membres à une date ultérieure; toutefois, toute modification qui accroît les obligations financières des Etats membres ne lie que ceux d'entre eux qui ont notifié leur acceptation de ladite modification.

Article 18
Dénonciation

1) Tout Etat membre peut dénoncer la présente Convention par notification adressée au Directeur général.

2) La dénonciation prend effet six mois après la date à laquelle le Directeur général a reçu la notification.

Article 19
Notifications

Le Directeur général notifie aux Gouvernements de tous les Etats membres:

i) la date d'entrée en vigueur de la Convention;
ii) les signatures et dépôts d'instruments de ratification ou d'adhésion;
iii) les acceptations de modifications de la présente Convention et la date à laquelle ces modifications entrent en vigueur;
iv) les dénonciations de la présente Convention.

Article 20
Dispositions protocolaires

1) *a)* La présente Convention est signée en un seul exemplaire en langues anglaise, espagnole, française et russe, ces textes faisant également foi; elle est déposée auprès du Gouvernement de la Suède.

b) La présente Convention reste ouverte à la signature à Stockholm jusqu'au 13 janvier 1968.

2) Des textes officiels sont établis par le Directeur général, après consultation des Gouvernements intéressés, dans les langues allemande, italienne et portugaise et dans les autres langues que la Conférence pourra indiquer.

3) Le Directeur général transmet deux copies certifiées conformes de la présente Convention et de toute modification adoptée par la Conférence aux Gouvernements des Etats membres des Unions de Paris ou de Berne, au Gouvernement de tout autre Etat lorsqu'il adhère à la présente Convention et au Gouvernement de tout autre Etat qui en fait la demande. Les copies du texte signé de la Convention qui sont transmises aux Gouvernements sont certifiées conformes par le Gouvernement de la Suède.

4) Le Directeur général fait enregistrer la présente Convention auprès du Secrétariat de l'Organisation des Nations Unies.

Article 21
Clauses transitoires

1) Jusqu'à l'entrée en fonction du premier Directeur général, les références, dans la présente Convention, au Bureau international ou au Directeur général sont considérées comme se rapportant respectivement aux Bureaux internationaux réunis pour la protection de la propriété industrielle, littéraire et artistique (également dénommés Bureaux internationaux réunis pour la protection de la propriété intellectuelle (BIRPI)), ou à leur Directeur.

2) *a)* Les Etats qui sont membres de l'une des Unions, mais qui ne sont pas encore devenus parties à la présente Convention, peuvent, pendant cinq ans à compter de la date de son entrée en vigueur, exercer, s'ils le désirent, les mêmes droits que s'ils y étaient parties. Tout Etat qui désire exercer lesdits droits dépose à cette fin auprès du Directeur général une notification écrite qui prend effet à la date de sa réception. De tels Etats sont réputés être membres de l'Assemblée générale et de la Conférence jusqu'à l'expiration de ladite période.

b) A l'expiration de la période de cinq ans, ces Etats n'ont plus le droit de vote à l'Assemblée générale, à la Conférence ou au Comité de coordination.

c) Dès qu'ils sont devenus parties à la présente Convention, lesdits Etats peuvent exercer à nouveau le droit de vote.

3) *a)* Aussi longtemps que tous les Etats membres des Unions de Paris ou de Berne ne sont pas devenus parties à la présente Convention, le Bureau international et le Directeur général exercent également les fonctions dévolues respectivement aux Bureaux internationaux réunis pour la protection de la propriété industrielle, littéraire et artistique, et à leur Directeur.

b) Le personnel en fonction aux Bureaux susvisés à la date d'entrée en vigueur de la présente Convention est, durant la période transitoire visée au sous-alinéa *a)*, considéré comme également en fonction au Bureau international.

4 *a)* Lorsque tous les Etats membres de l'Union de Paris sont devenus membres de l'Organisation, les droits, obligations et biens du Bureau de cette Union sont dévolus au Bureau international de l'Organisation.

b) Lorsque tous les Etats membres de l'Union de Berne sont devenus membres de l'Organisation, les droits, obligations et biens du Bureau de cette Union sont dévolus au Bureau international de l'Organisation.

EN FOI DE QUOI, les soussignés, dûment autorisés à cet effet, ont signé la présente Convention.

FAIT à Stockholm, le 14 juillet 1967.

TIAS 6932

50-780 O - 71 - 46--pt. 2--21

Convention Establishing the World Intellectual Property Organization

signed at Stockholm on July 14, 1967

TIAS 6932

Convention Establishing the World Intellectual Property Organization

signed at Stockholm on July 14, 1967

The Contracting Parties,

Desiring to contribute to better understanding and cooperation among States for their mutual benefit on the basis of respect for their sovereignty and equality,

Desiring, in order to encourage creative activity, to promote the protection of intellectual property throughout the world,

Desiring to modernize and render more efficient the administration of the Unions established in the fields of the protection of industrial property and the protection of literary and artistic works, while fully respecting the independence of each of the Unions,

Agree as follows:

Article 1

Establishment of the Organization

The World Intellectual Property Organization is hereby established.

Article 2

Definitions

For the purposes of this Convention:

(i) "Organization" shall mean the World Intellectual Property Organization (WIPO);

(ii) "International Bureau" shall mean the International Bureau of Intellectual Property;

(iii) "Paris Convention" shall mean the Convention for the Protection of Industrial Property signed on March 20, 1883, including any of its revisions; [1]

(iv) "Berne Convention" shall mean the Convention for the Protection of Literary and Artistic Works signed on September 9, 1886, including any of its revisions; [2]

[1] TS 379, 411, 579, 834, 941, TIAS 4931, 6923; 25 Stat. 1372; 32 Stat. 1936; 38 Stat. 1645; 47 Stat. 1789; 53 Stat. 1748; 13 UST 1; *ante*, p. 1583.

[2] 77 British Foreign and State Papers, p. 22; 1 LNTS 217; 123 LNTS 232; 331 UNTS 217.

(v) "Paris Union" shall mean the International Union established by the Paris Convention;

(vi) "Berne Union" shall mean the International Union established by the Berne Convention;

(vii) "Unions" shall mean the Paris Union, the Special Unions and Agreements established in relation with that Union, the Berne Union, and any other international agreement designed to promote the protection of intellectual property whose administration is assumed by the Organization according to Article 4 (iii);

(viii) "intellectual property" shall include the rights relating to:

— literary, artistic and scientific works,
— performances of performing artists, phonograms, and broadcasts,
— inventions in all fields of human endeavor,
— scientific discoveries,
— industrial designs,
— trademarks, service marks, and commercial names and designations,
— protection against unfair competition,

and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

Article 3
Objectives of the Organization

The objectives of the Organization are:

(i) to promote the protection of intellectual property throughout the world through cooperation among States and, where appropriate, in collaboration with any other international organization,

(ii) to ensure administrative cooperation among the Unions.

Article 4
Functions

In order to attain the objectives described in Article 3, the Organization, through its appropriate organs, and subject to the competence of each of the Unions:

(i) shall promote the development of measures designed to facilitate the efficient protection of intellectual property throughout the world and to harmonize national legislation in this field;

(ii) shall perform the administrative tasks of the Paris Union, the Special Unions established in relation with that Union, and the Berne Union;

(iii) may agree to assume, or participate in, the administration of any other international agreement designed to promote the protection of intellectual property;

(iv) shall encourage the conclusion of international agreements designed to promote the protection of intellectual property;

(v) shall offer its cooperation to States requesting legal-technical assistance in the field of intellectual property;

(vi) shall assemble and disseminate information concerning the protection of intellectual property, carry out and promote studies in this field, and publish the results of such studies;

(vii) shall maintain services facilitating the international protection of intellectual property and, where appropriate, provide for registration in this field and the publication of the data concerning the registrations;

(viii) shall take all other appropriate action.

Article 5
Membership

(1) Membership in the Organization shall be open to any State which is a member of any of the Unions as defined in Article 2 (vii).

(2) Membership in the Organization shall be equally open to any State not a member of any of the Unions, provided that:

(i) it is a member of the United Nations, any of the Specialized Agencies brought into relationship with the United Nations, or the International Atomic Energy Agency, or is a party to the Statute of the International Court of Justice, [1] or

(ii) it is invited by the General Assembly to become a party to this Convention.

Article 6
General Assembly

(1) *(a)* There shall be a General Assembly consisting of the States party to this Convention which are members of any of the Unions.

[1] TS 993; 59 Stat. 1055.

(b) The Government of each State shall be represented by one delegate, who may be assisted by alternate delegates, advisors, and experts.

(c) The expenses of each delegation shall be borne by the Government which has appointed it.

(2) The General Assembly shall:

(i) appoint the Director General upon nomination by the Coordination Committee;

(ii) review and approve reports of the Director General concerning the Organization and give him all necessary instructions;

(iii) review and approve the reports and activities of the Coordination Committee and give instructions to such Committee;

(iv) adopt the triennial budget of expenses common to the Unions;

(v) approve the measures proposed by the Director General concerning the administration of the international agreements referred to in Article 4 (iii);

(vi) adopt the financial regulations of the Organization;

(vii) determine the working languages of the Secretariat, taking into consideration the practice of the United Nations;

(viii) invite States referred to under Article 5 (2) (ii) to become party to this Convention;

(ix) determine which States not Members of the Organization and which intergovernmental and international non-governmental organizations shall be admitted to its meetings as observers;

(x) exercise such other functions as are appropriate under this Convention.

(3) *(a)* Each State, whether member of one or more Unions, shall have one vote in the General Assembly.

(b) One-half of the States members of the General Assembly shall constitute a quorum.

(c) Notwithstanding the provisions of subparagraph *(b)*, if, in any session, the number of States represented is less than one-half but equal to or more than one-third of the States members of the General Assembly, the General Assembly may make decisions but, with the exception of decisions concerning its own procedure, all such decisions shall take effect only if

the following conditions are fulfilled. The International Bureau shall communicate the said decisions to the States members of the General Assembly which were not represented and shall invite them to express in writing their vote or abstention within a period of three months from the date of the communication. If, at the expiration of this period, the number of States having thus expressed their vote or abstention attains the number of States which was lacking for attaining the quorum in the session itself, such decisions shall take effect provided that at the same time the required majority still obtains.

(d) Subject to the provisions of subparagraphs *(e)* and *(f)*, the General Assembly shall make its decisions by a majority of two-thirds of the votes cast.

(e) The approval of measures concerning the administration of international agreements referred to in Article 4 (iii) shall require a majority of three-fourths of the votes cast.

(f) The approval of an agreement with the United Nations under Articles 57 and 63 of the Charter of the United Nations [1] shall require a majority of nine-tenths of the votes cast.

(g) For the appointment of the Director General (paragraph (2) (i)), the approval of measures proposed by the Director General concerning the administration of international agreements (paragraph (2) (v)), and the transfer of headquarters (Article 10), the required majority must be attained not only in the General Assembly but also in the Assembly of the Paris Union and the Assembly of the Berne Union.

(h) Abstentions shall not be considered as votes.

(i) A delegate may represent, and vote in the name of, one State only.

(4) *(a)* The General Assembly shall meet once in every third calendar year in ordinary session, upon convocation by the Director General.

(b) The General Assembly shall meet in extraordinary session upon convocation by the Director General either at the request of the Coordination Committee or at the request of one-fourth of the States members of the General Assembly.

(c) Meetings shall be held at the headquarters of the Organization.

(5) States party to this Convention which are not members of any of the Unions shall be admitted to the meetings of the General Assembly as observers.

(6) The General Assembly shall adopt its own rules of procedure.

[1] TS 993; 59 Stat. 1046, 1047.

Article 7

Conference

(1) *(a)* There shall be a Conference consisting of the States party to this Convention whether or not they are members of any of the Unions.

(b) The Government of each State shall be represented by one delegate, who may be assisted by alternate delegates, advisors, and experts.

(c) The expenses of each delegation shall be borne by the Government which has appointed it.

(2) The Conference shall:

(i) discuss matters of general interest in the field of intellectual property and may adopt recommendations relating to such matters, having regard for the competence and autonomy of the Unions;

(ii) adopt the triennial budget of the Conference;

(iii) within the limits of the budget of the Conference, establish the triennial program of legal-technical assistance;

(iv) adopt amendments to this Convention as provided in Article 17;

(v) determine which States not Members of the Organization and which intergovernmental and international nongovernmental organizations shall be admitted to its meetings as observers;

(vi) exercise such other functions as are appropriate under this Convention.

(3) *(a)* Each Member State shall have one vote in the Conference.

(b) One-third of the Member States shall constitute a quorum.

(c) Subject to the provisions of Article 17, the Conference shall make its decisions by a majority of two-thirds of the votes cast.

(d) The amounts of the contributions of States party to this Convention not members of any of the Unions shall be fixed by a vote in which only the delegates of such States shall have the right to vote.

(e) Abstentions shall not be considered as votes.

(f) A delegate may represent, and vote in the name of, one State only.

(4) *(a)* The Conference shall meet in ordinary session, upon convocation by the Director General, during the same period and at the same place as the General Assembly.

(b) The Conference shall meet in extraordinary session, upon convocation by the Director General, at the request of the majority of the Member States.

(5) The Conference shall adopt its own rules of procedure.

Article 8

Coordination Committee

(1) *(a)* There shall be a Coordination Committee consisting of the States party to this Convention which are members of the Executive Committee of the Paris Union, or the Executive Committee of the Berne Union, or both. However, if either of these Executive Committees is composed of more than one-fourth of the number of the countries members of the Assembly which elected it, then such Executive Committee shall designate from among its members the States which will be members of the Coordination Committee, in such a way that their number shall not exceed the one-fourth referred to above, it being understood that the country on the territory of which the Organization has its headquarters shall not be included in the computation of the said one-fourth.

(b) The Government of each State member of the Coordination Committee shall be represented by one delegate, who may be assisted by alternate delegates, advisors, and experts.

(c) Whenever the Coordination Committee considers either matters of direct interest to the program or budget of the Conference and its agenda, or proposals for the amendment of this Convention which would affect the rights or obligations of States party to this Convention not members of any of the Unions, one-fourth of such States shall participate in the meetings of the Coordination Committee with the same rights as members of that Committee. The Conference shall, at each of its ordinary sessions, designate these States.

(d) The expenses of each delegation shall be borne by the Government which has appointed it.

(2) If the other Unions administered by the Organization wish to be represented as such in the Coordination Committee, their representatives must be appointed from among the States members of the Coordination Committee.

(3) The Coordination Committee shall:

(i) give advice to the organs of the Unions, the General Assembly, the Conference, and the Director General, on all administrative, financial and other matters of common interest either to two or more of the Unions, or to one or more of the Unions and the Organization, and in particular on the budget of expenses common to the Unions;

(ii) prepare the draft agenda of the General Assembly;

(iii) prepare the draft agenda and the draft program and budget of the Conference;

(iv) on the basis of the triennial budget of expenses common to the Unions and the triennial budget of the Conference, as well as on the basis of the triennial program of legal-technical assistance, establish the corresponding annual budgets and programs;

(v) when the term of office of the Director General is about to expire, or when there is a vacancy in the post of the Director General, nominate a candidate for appointment to such position by the General Assembly; if the General Assembly does not appoint its nominee, the Coordination Committee shall nominate another candidate; this procedure shall be repeated until the latest nominee is appointed by the General Assembly;

(vi) if the post of the Director General becomes vacant between two sessions of the General Assembly, appoint an Acting Director General for the term preceding the assuming of office by the new Director General;

(vii) perform such other functions as are allocated to it under this Convention.

(4) *(a)* The Coordination Committee shall meet once every year in ordinary session, upon convocation by the Director General. It shall normally meet at the headquarters of the Organization.

(b) The Coordination Committee shall meet in extraordinary session, upon convocation by the Director General, either on his own initiative, or at the request of its Chairman or one-fourth of its members.

(5) *(a)* Each State, whether a member of one or both of the Executive Committees referred to in paragraph (1) *(a)*, shall have one vote in the Coordination Committee.

(b) One-half of the members of the Coordination Committee shall constitute a quorum.

(c) A delegate may represent, and vote in the name of, one State only.

(6) *(a)* The Coordination Committee shall express its opinions and make its decisions by a simple majority of the votes cast. Abstentions shall not be considered as votes.

(b) Even if a simple majority is obtained, any member of the Coordination Committee may, immediately after the vote, request that the votes be the subject of a special recount in the following manner: two separate lists shall be prepared, one containing the names of the States members of the Executive Committee of the Paris Union and the other the names of the States members of the Executive Committee of the Berne Union; the vote of each State shall be inscribed opposite its name in each list in which it appears. Should this special recount indicate that a simple majority has not been obtained in each of those lists, the proposal shall not be considered as carried.

(7) Any State Member of the Organization which is not a member of the Coordination Committee may be represented at the meetings of the Committee by observers having the right to take part in the debates but without the right to vote.

(8) The Coordination Committee shall establish its own rules of procedure.

Article 9

International Bureau

(1) The International Bureau shall be the Secretariat of the Organization.

(2) The International Bureau shall be directed by the Director General, assisted by two or more Deputy Directors General.

(3) The Director General shall be appointed for a fixed term, which shall be not less than six years. He shall be eligible for reappointment for fixed terms. The periods of the initial appointment and possible subsequent appointments, as well as all other conditions of the appointment, shall be fixed by the General Assembly.

(4) *(a)* The Director General shall be the chief executive of the Organization.

(b) He shall represent the Organization.

(c) He shall report to, and conform to the instructions of, the General Assembly as to the internal and external affairs of the Organization.

(5) The Director General shall prepare the draft programs and budgets and periodical reports on activities. He shall transmit them to the Governments of the interested States and to the competent organs of the Unions and the Organization.

(6) The Director General and any staff member designated by him shall participate, without the right to vote, in all meetings of the General Assembly, the Conference, the Coordination Committee, and any other committee or working group. The Director General or a staff member designated by him shall be ex officio secretary of these bodies.

(7) The Director General shall appoint the staff necessary for the efficient performance of the tasks of the International Bureau. He shall appoint the Deputy Directors General after approval by the Coordination Committee. The conditions of employment shall be fixed by the staff regulations to be approved by the Coordination Committee on the proposal of the Director General. The paramount consideration in the employment of the staff and in the determination of the conditions of service shall be the necessity of securing the highest standards of efficiency, competence, and integrity. Due regard shall be paid to the importance of recruiting the staff on as wide a geographical basis as possible.

(8) The nature of the responsibilities of the Director General and of the staff shall be exclusively international. In the discharge of their duties they shall not seek or receive instructions from any Government or from any authority external to the Organization. They shall refrain from any action which might prejudice their position as international officials. Each Member State undertakes to respect the exclusively international character of the responsibilities of the Director General and the staff, and not to seek to influence them in the discharge of their duties.

Article 10
Headquarters

(1) The headquarters of the Organization shall be at Geneva.

(2) Its transfer may be decided as provided for in Article 6(3) *(d)* and *(g)*.

Article 11

Finances

(1) The Organization shall have two separate budgets: the budget of expenses common to the Unions, and the budget of the Conference.

(2) *(a)* The budget of expenses common to the Unions shall include provision for expenses of interest to several Unions.

(b) This budget shall be financed from the following sources:

(i) contributions of the Unions, provided that the amount of the contribution of each Union shall be fixed by the Assembly of that Union, having regard to the interest the Union has in the common expenses;

(ii) charges due for services performed by the International Bureau not in direct relation with any of the Unions or not received for services rendered by the International Bureau in the field of legal-technical assistance;

(iii) sale of, or royalties on, the publications of the International Bureau not directly concerning any of the Unions;

(iv) gifts, bequests, and subventions, given to the Organization, except those referred to in paragraph (3)*(b)*(iv);

(v) rents, interests, and other miscellaneous income, of the Organization.

(3) *(a)* The budget of the Conference shall include provision for the expenses of holding sessions of the Conference and for the cost of the legal-technical assistance program.

(b) This budget shall be financed from the following sources:

(i) contributions of States party to this Convention not members of any of the Unions;

(ii) any sums made available to this budget by the Unions, provided that the amount of the sum made available by each Union shall be fixed by the Assembly of that Union and that each Union shall be free to abstain from contributing to the said budget;

(iii) sums received for services rendered by the International Bureau in the field of legal-technical assistance;

(iv) gifts, bequests, and subventions, given to the Organization for the purposes referred to in subparagraph *(a)*.

(4) *(a)* For the purpose of establishing its contribution towards the budget of the Conference, each State party to this Convention not member of any of the Unions shall belong to

a class, and shall pay its annual contributions on the basis of a number of units fixed as follows:

Class A	10
Class B	3
Class C	1

(b) Each such State shall, concurrently with taking action as provided in Article 14(1), indicate the class to which it wishes to belong. Any such State may change class. If it chooses a lower class, the State must announce it to the Conference at one of its ordinary sessions. Any such change shall take effect at the beginning of the calendar year following the session.

(c) The annual contribution of each such State shall be an amount in the same proportion to the total sum to be contributed to the budget of the Conference by all such States as the number of its units is to the total of the units of all the said States.

(d) Contributions shall become due on the first of January of each year.

(e) If the budget is not adopted before the beginning of a new financial period, the budget shall be at the same level as the budget of the previous year, in accordance with the financial regulations.

(5) Any State party to this Convention not member of any of the Unions which is in arrears in the payment of its financial contributions under the present Article, and any State party to this Convention member of any of the Unions which is in arrears in the payment of its contributions to any of the Unions, shall have no vote in any of the bodies of the Organization of which it is a member, if the amount of its arrears equals or exceeds the amount of the contributions due from it for the preceding two full years. However, any of these bodies may allow such a State to continue to exercise its vote in that body if, and as long as, it is satisfied that the delay in payment arises from exceptional and unavoidable circumstances.

(6) The amount of the fees and charges due for services rendered by the International Bureau in the field of legal-technical assistance shall be established, and shall be reported to the Coordination Committee, by the Director General.

(7) The Organization, with the approval of the Coordination Committee, may receive gifts, bequests, and subventions, directly from Governments, public or private institutions, associations or private persons.

(8) *(a)* The Organization shall have a working capital fund which shall be constituted by a single payment made by the Unions and by each State party to this Convention not member of any Union. If the fund becomes insufficient, it shall be increased.

(b) The amount of tbc single payment of each Union and its possible participation in any increase shall be decided by its Assembly.

(c) The amount of the single payment of each State party to this Convention not member of any Union and its part in any increase shall be a proportion of the contribution of that State for the year in which the fund is established or the increase decided. The proportion and the terms of payment shall be fixed by the Conference on the proposal of the Director General and after it has heard the advice of the Coordination Committee.

(9) *(a)* In the headquarters agreement concluded with the State on the territory of which the Organization has its headquarters, it shall be provided that, whenever the working capital fund is insufficient, such State shall grant advances. The amount of these advances and the conditions on which they are granted shall be the subject of separate agreements, in each case, between such State and the Organization. As long as it remains under the obligation to grant advances, such State shall have an ex officio seat on the Coordination Committee.

(b) The State referred to in subparagraph *(a)* and the Organization shall each have the right to denounce the obligation to grant advances, by written notification. Denunciation shall take effect three years after the end of the year in which it has been notified.

(10) The auditing of the accounts shall be effected by one or more Member States, or by external auditors, as provided in the financial regulations. They shall be designated, with their agreement, by the General Assembly.

Article 12

Legal Capacity; Privileges and Immunities

(1) The Organization shall enjoy on the territory of each Member State, in conformity with the laws of that State, such legal capacity as may be necessary for the fulfilment of the Organization's objectives and for the exercise of its functions.

(2) The Organization shall conclude a headquarters agreement with the Swiss Confederation and with any other State in which the headquarters may subsequently be located.

(3) The Organization may conclude bilateral or multilateral agreements with the other Member States with a view to the enjoyment by the Organization, its officials, and representatives of all Member States, of such privileges and immunities as may be necessary for the fulfilment of its objectives and for the exercise of its functions.

(4) The Director General may negotiate and, after approval by the Coordination Committee, shall conclude and sign on behalf of the Organization the agreements referred to in paragraphs (2) and (3).

Article 13
Relations with Other Organizations

(1) The Organization shall, where appropriate, establish working relations and cooperate with other intergovernmental organizations. Any general agreement to such effect entered into with such organizations shall be concluded by the Director General after approval by the Coordination Committee.

(2) The Organization may, on matters within its competence, make suitable arrangements for consultation and cooperation with international non-governmental organizations and, with the consent of the Governments concerned, with national organizations, governmental or non-governmental. Such arrangements shall be made by the Director General after approval by the Coordination Committee.

Article 14
Becoming Party to the Convention

(1) States referred to in Article 5 may become party to this Convention and Member of the Organization by:

(i) signature without reservation as to ratification, or

(ii) signature subject to ratification followed by the deposit of an instrument of ratification, or

(iii) deposit of an instrument of accession.

(2) Notwithstanding any other provision of this Convention, a State party to the Paris Convention, the Berne Convention, or both Conventions, may become party to this Convention only if it concurrently ratifies or accedes to, or only after it has ratified or acceded to:

either the Stockholm Act of the Paris Convention in its entirety or with only the limitation set forth in Article 20(1)*(b)*(i) thereof,
or the Stockholm Act of the Berne Convention in its entirety or with only the limitation set forth in Article 28(1)*(b)*(i) thereof.

(3) Instruments of ratification or accession shall be deposited with the Director General.

Article 15

Entry into Force of the Convention

(1) This Convention shall enter into force three months after ten States members of the Paris Union and seven States members of the Berne Union have taken action as provided in Article 14(1), it being understood that, if a State is a member of both Unions, it will be counted in both groups. On that date, this Convention shall enter into force also in respect of States which, not being members of either of the two Unions, have taken action as provided in Article 14(1) three months or more prior to that date.

(2) In respect to any other State, this Convention shall enter into force three months after the date on which such State takes action as provided in Article 14(1).

Article 16

Reservations

No reservations to this Convention are permitted.

Article 17

Amendments

(1) Proposals for the amendment of this Convention may be initiated by any Member State, by the Coordination Committee, or by the Director General. Such proposals shall be communicated by the Director General to the Member States at least six months in advance of their consideration by the Conference.

(2) Amendments shall be adopted by the Conference. Whenever amendments would affect the rights and obligations of States party to this Convention not members of any of the Unions, such States shall also vote. On all other amendments proposed, only States party to this Convention members of any

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Union shall vote. Amendments shall be adopted by a simple majority of the votes cast, provided that the Conference shall vote only on such proposals for amendments as have previously been adopted by the Assembly of the Paris Union and the Assembly of the Berne Union according to the rules applicable in each of them regarding the adoption of amendments to the administrative provisions of their respective Conventions.

(3) Any amendment shall enter into force one month after written notifications of acceptance, effected in accordance with their respective constitutional processes, have been received by the Director General from three-fourths of the States Members of the Organization, entitled to vote on the proposal for amendment pursuant to paragraph (2), at the time the Conference adopted the amendment. Any amendments thus accepted shall bind all the States which are Members of the Organization at the time the amendment enters into force or which become Members at a subsequent date, provided that any amendment increasing the financial obligations of Member States shall bind only those States which have notified their acceptance of such amendment.

Article 18
Denunciation

(1) Any Member State may denounce this Convention by notification addressed to the Director General.

(2) Denunciation shall take effect six months after the day on which the Director General has received the notification.

Article 19
Notifications

The Director General shall notify the Governments of all Member States of:

(i) the date of entry into force of the Convention,
(ii) signatures and deposits of instruments of ratification or accession,
(iii) acceptances of an amendment to this Convention, and the date upon which the amendment enters into force,
(iv) denunciations of this Convention.

Article 20
Final Provisions

(1) *(a)* This Convention shall be signed in a single copy in English, French, Russian and Spanish, all texts being equally

authentic, and shall be deposited with the Government of Sweden.

(b) This Convention shall remain open for signature at Stockholm until January 13, 1968.

(2) Official texts shall be established by the Director General, after consultation with the interested Governments, in German, Italian and Portuguese, and such other languages as the Conference may designate.

(3) The Director General shall transmit two duly certified copies of this Convention and of each amendment adopted by the Conference to the Governments of the States members of the Paris or Berne Unions, to the Government of any other State when it accèdes to this Convention, and, on request, to the Government of any other State. The copies of the signed text of the Convention transmitted to the Governments shall be certified by the Government of Sweden.

(4) The Director General shall register this Convention with the Secretariat of the United Nations.

Article 21
Transitional Provisions

(1) Until the first Director General assumes office, references in this Convention to the International Bureau or to the Director General shall be deemed to be references to the United International Bureaux for the Protection of Industrial, Literary and Artistic Property (also called the United International Bureaux for the Protection of Intellectual Property (BIRPI)), or its Director, respectively.

(2) *(a)* States which are members of any of the Unions but which have not become party to this Convention may, for five years from the date of entry into force of this Convention, exercise, if they so desire, the same rights as if they had become party to this Convention. Any State desiring to exercise such rights shall give written notification to this effect to the Director General; this notification shall be effective on the date of its receipt. Such States shall be deemed to be members of the General Assembly and the Conference until the expiration of the said period.

(b) Upon expiration of this five-year period, such States shall have no right to vote in the General Assembly, the Conference, and the Coordination Committee.

(c) Upon becoming party to this Convention, such States shall regain such right to vote.

(3) *(a)* As long as there are States members of the Paris or Berne Unions which have not become party to this Convention, the International Bureau and the Director General shall also function as the United International Bureaux for the Protection of Industrial, Literary and Artistic Property, and its Director, respectively.

(b) The staff in the employment of the said Bureaux on the date of entry into force of this Convention shall, during the transitional period referred to in subparagraph *(a)*, be considered as also employed by the International Bureau.

(4) *(a)* Once all the States members of the Paris Union have become Members of the Organization, the rights, obligations, and property, of the Bureau of that Union shall devolve on the International Bureau of the Organization.

(b) Once all the States members of the Berne Union have become Members of the Organization, the rights, obligations, and property, of the Bureau of that Union shall devolve on the International Bureau of the Organization.

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

DONE at Stockholm, on July 14, 1967.

Convenio que establece la Organización Mundial de la Propiedad Intelectual

firmado en Estocolmo el 14 de julio de 1967

Convenio que establece la Organización Mundial de la Propiedad Intelectual

firmado en Estocolmo el 14 de julio de 1967

Las Partes contratantes,

Animadas del deseo de contribuir a una mejor comprensión y colaboración entre los Estados, para su mutuo beneficio y sobre la base del respeto a su soberanía e igualdad,

Deseando, a fin de estimular la actividad creadora, promover en todo el mundo la protección de la propiedad intelectual,

Deseando modernizar y hacer más eficaz la administración de las Uniones instituidas en el campo de la protección de la propiedad industrial y de la protección de las obras literarias y artísticas, respetando al mismo tiempo plenamente la autonomía de cada una de las Uniones,

Han convenido lo siguiente:

Artículo 1

Establecimiento de la Organización

Por el presente Convenio se establece la Organización Mundial de la Propiedad Intelectual.

Artículo 2

Definiciones

A los efectos del presente Convenio se entenderá por:

i) « Organización », la Organización Mundial de la Propiedad Intelectual (OMPI);

ii) « Oficina Internacional », la Oficina Internacional de la Propiedad Intelectual;

iii) « Convenio de París », el Convenio para la Protección de la Propiedad Industrial, firmado el 20 de marzo de 1883, incluyendo todas sus revisiones;

iv) « Convenio de Berna », el Convenio para la Protección de las Obras Literarias y Artísticas, firmado el 9 de septiembre de 1886, incluyendo todas sus revisiones;

v) « Unión de París », la Unión internacional creada por el Convenio de París;

vi) « Unión de Berna », la Unión internacional creada por el Convenio de Berna;

vii) « Uniones », la Unión de París, las Uniones particulares y los Arreglos particulares establecidos en relación con esa Unión, la Unión de Berna, así como cualquier otro acuerdo internacional destinado a fomentar la protección de la propiedad intelectual y de cuya administración se encargue la Organización en virtud del Artículo 4. iii);

viii) « Propiedad intelectual », los derechos relativos:

— a las obras literarias, artísticas y científicas,
— a las interpretaciones de los artistas intérpretes y a las ejecuciones de los artistas ejecutantes, a los fonogramas y a las emisiones de radiodifusión,
— a las invenciones en todos los campos de la actividad humana,
— a los descubrimientos científicos,
— a los dibujos y modelos industriales,
— a las marcas de fábrica, de comercio y de servicio, así como a los nombres y denominaciones comerciales,
— a la protección contra la competencia desleal,

y todos los demás derechos relativos a la actividad intelectual en los terrenos industrial, científico, literario y artístico.

Artículo 3

Fines de la Organización

Los fines de la Organización son:

i) fomentar la protección de la propiedad intelectual en todo el mundo mediante la cooperación de los Estados, en colaboración, cuando así proceda, con cualquier otra organización internacional, y

ii) asegurar la cooperación administrativa entre las Uniones.

Artículo 4

Funciones

Para alcanzar los fines señalados en el Artículo 3, la Organización, a través de sus órganos competentes y sin perjuicio

de las atribuciones de cada una de las diversas Uniones:

i) fomentará la adopción de medidas destinadas a mejorar la protección de la propiedad intelectual en todo el mundo y a armonizar las legislaciones nacionales sobre esta materia;

ii) se encargará de los servicios administrativos de la Unión de París, de las Uniones particulares establecidas en relación con esa Unión, y de la Unión de Berna;

iii) podrá aceptar el tomar a su cargo la administración de cualquier otro acuerdo internacional destinado a fomentar la protección de la propiedad intelectual, o el participar en esa administración;

iv) favorecerá la conclusión de todo acuerdo internacional destinado a fomentar la protección de la propiedad intelectual;

v) prestará su cooperación a los Estados que le pidan asistencia técnico-jurídica en el campo de la propiedad intelectual;

vi) reunirá y difundirá todas las informaciones relativas a la protección de la propiedad intelectual y efectuará y fomentará los estudios sobre esta materia publicando sus resultados;

vii) mantendrá los servicios que faciliten la protección internacional de la propiedad intelectual y, cuando así proceda, efectuará registros en esta materia y publicará los datos relativos a esos registros;

viii) adoptará todas las demás medidas apropiadas.

Artículo 5
Miembros

1) Puede ser miembro de la Organización todo Estado que sea miembro de cualquiera de las Uniones, tal como se definen en el Artículo 2. vii).

2) Podrá igualmente adquirir la calidad de miembro de la Organización todo Estado que no sea miembro de cualquiera de las Uniones, a condición de que:

i) sea miembro de las Naciones Unidas, de alguno de los organismos especializados vinculados a las Naciones Unidas, del Organismo Internacional de Energía Atómica o parte en el Estatuto de la Corte Internacional de Justicia, o

ii) sea invitado por la Asamblea General a ser parte en el presente Convenio.

Artículo 6

Asamblea General

1) *a)* Se establece una Asamblea General formada por los Estados parte en el presente Convenio que sean miembros al menos de una de las Uniones.

b) El gobierno de cada Estado miembro estará representado por un delegado que podrá ser asistido por suplentes, asesores y expertos.

c) Los gastos de cada delegación serán sufragados por el gobierno que la haya designado.

2) La Asamblea General:

i) designará al Director General a propuesta del Comité de Coordinación;

ii) examinará y aprobará los informes del Director General relativos a la Organización y le dará las instrucciones necesarias;

iii) examinará y aprobará los informes y las actividades del Comité de Coordinación y le dará instrucciones;

iv) adoptará el presupuesto trienal de los gastos comunes a las Uniones;

v) aprobará las disposiciones que proponga el Director General concernientes a la administración de los acuerdos internacionales mencionados en el Artículo 4. iii);

vi) adoptará el reglamento financiero de la Organización;

vii) determinará los idiomas de trabajo de la Secretaría, teniendo en cuenta la práctica en las Naciones Unidas;

viii) invitará a que sean parte en el presente Convenio a aquellos Estados señalados en el Artículo 5. 2) ii);

ix) decidirá qué Estados no miembros de la Organización y qué organizaciones intergubernamentales e internacionales no gubernamentales, podrán ser admitidos en sus reuniones a título de observadores;

x) ejercerá las demás funciones que sean convenientes dentro del marco del presente Convenio.

3) *a)* Cada Estado, sea miembro de una o de varias Uniones, dispondrá de un voto en la Asamblea General.

b) La mitad de los Estados miembros de la Asamblea General constituirá el quórum.

c) No obstante las disposiciones del apartado *b)*, si el número de Estados representados en cualquier sesión es inferior a la mitad pero igual o superior a la tercera parte de los Estados miembros de la Asamblea General, ésta podrá tomar decisiones; sin embargo, las decisiones de la Asamblea

General, salvo aquéllas relativas a su propio procedimiento, sólo serán ejecutivas si se cumplen los siguientes requisitos: la Oficina Internacional comunicará dichas decisiones a los Estados miembros de la Asamblea General que no estaban representados, invitándolos a expresar por escrito su voto o su abstención dentro de un periodo de tres meses a contar desde la fecha de la comunicación. Si, al expirar dicho plazo, el número de Estados que hayan así expresado su voto o su abstención asciende al número de Estados que faltaban para que se lograse el quórum en la sesión, dichas decisiones serán ejecutivas, siempre que al mismo tiempo se mantenga la mayoría necesaria.

d) Sin perjuicio de las disposiciones de los apartados *e)* y *f)*, la Asamblea General tomará sus decisiones por una mayoría de dos tercios de los votos emitidos.

e) La aprobación de las disposiciones concernientes a la administración de los acuerdos internacionales mencionados en el Artículo 4. iii) requerirá una mayoría de tres cuartos de los votos emitidos.

f) La aprobación de un acuerdo con las Naciones Unidas conforme a las disposiciones de los Artículos 57 y 63 de la Carta de las Naciones Unidas requerirá una mayoría de nueve décimos de los votos emitidos.

g) La designación del Director General (párrafo 2) i)), la aprobación de las disposiciones propuestas por el Director General en lo concerniente a la administración de los acuerdos internacionales (párrafo 2)v)) y al traslado de la Sede (Artículo 10) requerirán la mayoría prevista, no sólo en la Asamblea General sino también en la Asamblea de la Unión de París y en la Asamblea de la Unión de Berna.

h) La abstención no se considerará como un voto.

i) Un delegado no podrá representar más que a un solo Estado y no podrá votar más que en nombre de dicho Estado.

4) *a)* La Asamblea General se reunirá una vez cada tres años en sesión ordinaria, mediante convocatoria del Director General.

b) La Asamblea General se reunirá en sesión extraordinaria, mediante convocatoria del Director General, a petición del Comité de Coordinación o a petición de una cuarta parte de los Estados miembros de la Asamblea General.

c) Las reuniones se celebrarán en la Sede de la Organización.

5) Los Estados parte en el presente Convenio que no sean miembros de alguna de las Uniones serán admitidos a las reuniones de la Asamblea General en calidad de observadores.

6) La Asamblea General adoptará su propio reglamento interior.

Artículo 7

Conferencia

1) *a)* Se establece una Conferencia formada por los Estados parte en el presente Convenio, sean o no miembros de una de las Uniones.

b) El gobierno de cada Estado estará representado por un delegado que podrá ser asistido por suplentes, asesores y expertos.

c) Los gastos de cada delegación serán sufragados por el gobierno que la haya designado.

2) La Conferencia:

i) discutirá las cuestiones de interés general en el campo de la propiedad intelectual y podrá adoptar recomendaciones relativas a esas cuestiones, respetando, en todo caso, la competencia y autonomía de las Uniones;

ii) adoptará el presupuesto trienal de la Conferencia;

iii) establecerá, dentro de los límites de dicho presupuesto, el programa trienal de asistencia técnico-jurídica;

iv) adoptará las modificaciones al presente Convenio, según el procedimiento establecido en el Artículo 17;

v) decidirá qué Estados no miembros de la Organización y qué organizaciones intergubernamentales e internacionales no gubernamentales, podrán ser admitidos en sus reuniones en calidad de observadores;

vi) ejercerá las demás funciones que sean convenientes dentro del marco del presente Convenio.

3) *a)* Cada Estado miembro dispondrá de un voto en la Conferencia.

b) Un tercio de los Estados miembros constituirá el quórum.

c) Sin perjuicio de lo dispuesto en el Artículo 17, la Conferencia tomará sus decisiones por mayoría de dos tercios de los votos emitidos.

d) La cuantía de las contribuciones de los Estados parte en el presente Convenio que no sean miembros de alguna de las Uniones se fijará mediante una votación en la que sólo tendrán derecho a participar los delegados de esos Estados.

e) La abstención no se considerará como un voto.

f) Un delegado no podrá reprcsentar más que a un solo Estado y no podrá votar más que en nombre de dicho Estado.

4) *a)* La Conferencia se reunirá en sesión ordinaria, mediante convocatoria del Director General, durante el mismo periodo y en el mismo lugar que la Asamblea General.

b) La Conferencia se reunirá en sesión extraordinaria, mediante convocatoria del Director General, a petición de la mayoría de los Estados miembros.

5) La Conferencia adoptará su propio reglamento interior.

Artículo 8

Comité de Coordinación

1) *a)* Se establece un Comité de Coordinación formado por los Estados parte en el prescnte Convenio que sean miembros del Comité Ejecutivo de la Unión de París o del Comité Ejecutivo de la Unión de Berna o de ambos Comités Ejecutivos. Sin embargo, si uno de esos Comités Ejecutivos estuviese compuesto por más de un cuarto de los países miembros de la Asamblea que le ha elegido, ese Comité designará, entre sus miembros, los Estados que serán miembros del Comité de Coordinación, de tal modo que su número no exceda del cuarto indicado y en la inteligencia de que el país en cuyo territorio tenga su Sede la Organización no se computará para el cálculo de dicho cuarto.

b) El gobierno de cada Estado miembro del Comité de Coordinación estará representado por un delegado, que podrá ser asistido por suplentes, asesores y expertos.

c*)* Cuando el Comité de Coordinación examine cuestiones que interesen directamente al programa o al presupuesto de la Conferencia y a su orden del día, o bien propuestas de enmienda al presente Convenio que afecten a los derechos o a las obligaciones de los Estados parte en el presente Convenio que no sean miembros de alguna de las Uniones, una cuarta parte de esos Estados participará en las reuniones del Comité de Coordinación con los mismos derechos que los miembros de ese Comité. La Conferencia determinará en cada reunión ordinaria los Estados que hayan de participar en dichas reuniones.

d) Los gastos de cada delegación serán sufragados por el gobierno que la haya designado.

2) Si las demás Uniones administradas por la Organización desean estar representadas como tales en el seno del Comité de Coordinación, sus representantes deberán ser designados entre los Estados miembros del Comité de Coordinación.

3) El Comité de Coordinación:

i) aconsejará a los órganos de las Uniones, a la Asamblea General, a la Conferencia y al Director General sobre todas las cuestiones administrativas y financieras y sobre todas las demás cuestiones de interés común a dos o varias Uniones, o a una o varias Uniones y a la Organización, y especialmente respecto al presupuesto de los gastos comunes a las Uniones;

ii) preparará el proyecto de orden del día de la Asamblea General;

iii) preparará el proyecto de orden del día y los proyectos de programa y de presupuesto de la Conferencia;

iv) sobre la base del presupuesto trienal de los gastos comunes a las Uniones y del presupuesto trienal de la Conferencia, así como sobre la base del programa trienal de asistencia técnico-jurídica, adoptará los presupuestos y programas anuales correspondientes;

v) al cesar en sus funciones el Director General o en caso de que quedara vacante dicho cargo, propondrá el nombre de un candidato para ser designado para ese puesto por la Asamblea General; si la Asamblea General no designa al candidato propuesto, el Comité de Coordinación presentará otro candidato, repitiéndose este procedimiento hasta que la Asamblea General designe al último candidato propuesto;

vi) si quedase vacante el puesto de Director General entre dos reuniones de la Asamblea General, designará un Director General interino hasta que entre en funciones el nuevo Director General;

vii) ejercerá todas las demás funciones que le estén atribuidas dentro del marco del presente Convenio.

4) *a)* El Comité de Coordinación se reunirá en sesión ordinaria una vez al año, mediante convocatoria del Director General. Se reunirá en principio, en la Sede de la Organización.

b) El Comité de Coordinación se reunirá en sesión extraordinaria, mediante convocatoria del Director General, bien a iniciativa de éste, bien a petición de su Presidente o de una cuarta parte de sus miembros.

5) *a)* Cada Estado miembro tendrá un solo voto en el Comité de Coordinación, tanto si es miembro solamente de uno de los dos Comités Ejecutivos a los que se hace referencia en el párafo 1) *a)* cuanto si es miembro de ambos Comités.

b) La mitad de los miembros del Comité de Coordinación constituirá el quórum.

c) Un delegado no podrá representar más que a un solo Estado y no podrá votar más que en nombre de dicho Estado.

6) *a)* El Comité de Coordinación formulará sus opiniones y tomará sus decisiones por mayoría simple de los votos emitidos. La abstención no se considerará como un voto.

b) Incluso si se obtuviera una mayoría simple, todo miembro del Comité de Coordinación podrá pedir, inmediatamente después de la votación, que se proceda a un recuento especial de votos de la manera siguiente: se prepararán dos listas separadas en las que figurarán respectivamente, los nombres de los Estados miembros del Comité Ejecutivo de la Unión de París y los nombres de los Estados miembros del Comité Ejecutivo de la Unión de Berna; el voto de cada Estado será inscrito frente a su nombre en cada una de las listas donde figure. En caso de que este recuento especial indique que no se ha obtenido la mayoría simple en cada una de las listas, se considerará que la propuesta no ha sido adoptada.

7) Todo Estado miembro de la Organización que no sea miembro del Comité de Coordinación podrá estar representado en las reuniones de ese Comité por medio de observadores, con derecho a participar en las deliberaciones, pero sin derecho de voto.

8) El Comité de Coordinación establecerá su propio reglamento interior.

Artículo 9

Oficina Internacional

1) La Oficina Internacional constituye la Secretaría de la Organización.

2) La Oficina Internacional estará dirigida por el Director General, asistido por dos o varios Directores Generales Adjuntos.

3) El Director General será designado por un periodo determinado que no será inferior a seis años. Su nombramiento podrá ser renovado por otros periodos determinados. La duración del primer periodo y la de los eventuales periodos siguientes, así como todas las demás condiciones de su nombramiento, serán fijadas por la Asamblea General.

4) *a)* El Director General es el más alto funcionario de la Organización.

b) Representa a la Organización.

c) Será responsable ante la Asamblea General, y seguirá sus instrucciones en lo que se refiere a los asuntos internos y externos de la Organización.

5) El Director General preparará los proyectos de presupuestos y de programas, así como los informes periódicos de actividades. Los transmitirá a los gobiernos de los Estados interesados, así como a los órganos competentes de las Uniones y de la Organización.

6) El Director General, y cualquier miembro del personal designado por él, participarán, sin derecho de voto, en todas las reuniones de la Asamblea General, de la Conferencia, del Comité de Coordinación, así como de cualquier otro comité o grupo de trabajo. El Director General, o un miembro del personal designado por él, será *ex officio* secretario de esos órganos.

7) El Director General nombrará el personal necesario para el buen funcionamiento de la Oficina Internacional. Nombrará los Directores Generales Adjuntos, previa aprobación del Comité de Coordinación. Las condiciones de empleo serán fijadas por el estatuto del personal que deberá ser aprobado por el Comité de Coordinación, a propuesta del Director General. El criterio dominante para la contratación y la determinación de las condiciones de empleo de los miembros del personal deberá ser la necesidad de obtener los servicios de las personas que posean las mejores cualidades de eficacia, competencia e integridad. Se tendrá en cuenta la importancia de que la contratación se efectúe sobre una base geográfica lo más amplia posible.

8) La naturaleza de las funciones del Director General y de los miembros del personal es estrictamente internacional. En el cumplimiento de sus deberes, no solicitarán ni recibirán instrucciones de ningún gobierno ni de ninguna autoridad ajena a la Organización. Se abstendrán de todo acto que pueda comprometer su situación de funcionarios internacionales. Cada Estado miembro se compromete a respetar el carácter exclusivamente internacional de las funciones del Director General y de los miembros del personal y a no tratar de influir sobre ellos en el ejercicio de sus funciones.

Artículo 10

Sede

1) Se establece la Sede de la Organización en Ginebra.

2) Podrá decidirse su traslado, según lo previsto en el Artículo 6.3) *d)* y *g)*.

Artículo 11

Finanzas

1) La Organización tendrá dos presupuestos distintos: el presupuesto de los gastos comunes a las Uniones y el presupuesto de la Conferencia.

2) *a)* El presupuesto de los gastos comunes a las Uniones comprenderá las previsiones de gastos que interesen a varias Uniones.

b) Este presupuesto se financiará con los recursos siguientes:

i) las contribuciones de las Uniones, en la inteligencia de que la cuantía de la contribución de cada Unión será fijada por la Asamblea de la Unión, teniendo en cuenta la medida en que los gastos comunes se efectúan en interés de dicha Unión;

ii) las tasas y sumas debidas por los servicios prestados por la Oficina Internacional que no estén en relación directa con una de las Uniones o que no se perciban por servicios prestados por la Oficina Internacional en el campo de la asistencia técnico-jurídica;

iii) el producto de la venta de las publicaciones de la Oficina Internacional que no conciernan directamente a una de las Uniones, y los derechos correspondientes a esas publicaciones;

iv) las donaciones, legados y subvenciones de los que se beneficie la Organización, con excepción de aquellos a que se hace referencia en el párrafo 3) *b)* iv);

v) los alquileres, intereses y otros ingresos diversos de la Organización.

(3) *a)* El presupuesto de la Conferencia comprenderá las previsiones de los gastos ocasionados por las reuniones de la Conferencia y por el programa de asistencia técnico-jurídica.

b) Este presupuesto se financiará con los recursos siguientes:

i) las contribuciones de los Estados parte en el presente Convenio que no sean miembros de una de las Uniones;

ii) las sumas puestas a disposición de este presupuesto por las Uniones, en la inteligencia de que la cuantía de la suma puesta a disposición por cada Unión será fijada por la Asamblea de la Unión, y de que cada Unión tendrá facultad de no contribuir a este presupuesto;

iii) las sumas percibidas por servicios prestados por la Oficina Internacional en el campo de la asistencia técnico-jurídica;

iv) las donaciones, legados y subvenciones de los que se beneficie la Organización para los fines a los que se hace referencia en el apartado *a)*.

4) *a)* Con el fin de determinar su cuota de contribución al presupuesto de la Conferencia, cada Estado parte en el presente Convenio que no sea miembro de alguna de las Uniones quedará incluido en una clase y pagará sus contribuciones anuales sobre la base de un número de unidades fijado de la manera siguiente:

Clase A	10
Clase B	3
Clase C	1

b) Cada uno de esos Estados, en el momento de llevar a cabo uno de los actos previstos en el Artículo 14.1), indicará la clase a la que desea pertenecer. Podrá cambiar de clase. Si escoge una clase inferior, ese Estado deberá dar cuenta de ello a la Conferencia en una de sus reuniones ordinarias. Tal cambio entrará en vigor al comienzo del año civil siguiente a dicha reunión.

c) La contribución anual de cada uno de esos Estados consistirá en una cantidad que guardará, con relación a la suma total de las contribuciones de todos esos Estados al presupuesto de la Conferencia, la misma proporción que el número de unidades de la clase a la que pertenezca con relación al total de las unidades del conjunto de esos Estados.

d) Las contribuciones vencen el 1 de enero de cada año.

e) En caso de que al comienzo de un nuevo ejercicio no se haya adoptado el presupuesto, se continuará aplicando el presupuesto del año precedente, conforme a las modalidades previstas en el reglamento financiero.

5) Todo Estado parte en el presente Convenio que no sea miembro de alguna de las Uniones y que esté atrasado en el pago de sus contribuciones conforme a las disposiciones del presente artículo, así como todo Estado parte en el presente

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Convenio que sea miembro de una de las Uniones y que esté atrasado en el pago de sus contribuciones a esa Unión, no podrá ejercer su derecho de voto en ninguno de los órganos de la Organización de los que sea miembro cuando la cuantía de sus atrasos sea igual o superior a la de las contribuciones que deba por dos años completos transcurridos. Sin embargo, cualquiera de esos órganos podrá permitir a ese Estado que continúe ejerciendo su derecho de voto en dicho órgano si estima que el atraso resulta de circunstancias excepcionales e inevitables.

6) La cuantía de las tasas y las sumas debidas por servicios prestados por la Oficina Internacional en el campo de la asistencia técnico-jurídica será fijada por el Director General, que informará de ello al Comité de Coordinación.

7) La Organización podrá, con aprobación del Comité de Coordinación, recibir toda clase de donaciones, legados y subvenciones procedentes directamente de gobiernos, instituciones públicas o privadas, de asociaciones o de particulares.

8) *a)* La Organización poseerá un fondo de operaciones constituido por una aportación única efectuada por las Uniones y por cada uno de los Estados parte en el presente Convenio que no sean miembros de alguna de las Uniones. Si el fondo resultara insuficiente, se decidirá su aumento.

b) La cuantía de la aportación única de cada Unión y su posible participación en todo aumento serán decididas por su Asamblea.

c) La cuantía de la aportación única de cada Estado parte en el presente Convenio que no sea miembro de una Unión y su participación en todo aumento serán proporcionales a la contribución de ese Estado correspondiente al año en el curso del cual se constituyó el fondo o se decidió el aumento. La proporción y las modalidades de pago serán determinadas por la Conferencia, a propuesta del Director General y previo dictamen del Comité de Coordinación.

9) *a)* El Acuerdo de Sede concluido con el Estado en cuyo territorio la Organización tenga su residencia preverá que ese Estado conceda anticipos si el fondo de operaciones fuere insuficiente. La cuantía de esos anticipos y las condiciones en las que serán concedidos, serán objeto, en cada caso, de acuerdos separados entre el Estado en cuestión y la Organización. Mientras tenga la obligación de conceder esos anticipos, ese Estado tendrá un puesto *ex officio* en el Comité de Coordinación.

b) El Estado al que se hace referencia en el apartado *a)* y la Organización tendrán cada uno el derecho de denunciar el compromiso de conceder anticipos, mediante notificación por escrito. La denuncia producirá efecto tres años depués de terminar el año en el curso del cual haya sido notificada.

10) De la intervención de cuentas se encargarán, según las modalidades previstas en el reglamento financiero, uno o varios Estados miembros, o interventores de cuentas que, con su consentimiento, serán designados por la Asamblea General.

Artículo 12
Capacidad jurídica; privilegios e inmunidades

1) La Organización gozará, en el territorio de cada Estado miembro y conforme a las leyes de ese Estado, de la capacidad jurídica necesaria para alcanzar sus objetivos y ejercer sus funciones.

2) La Organización concluirá un Acuerdo de Sede con la Confederación Suiza y con cualquier otro Estado donde pudiera más adelante fijar su residencia.

3) La Organización podrá concluir acuerdos bilaterales o multilaterales con los otros Estados miembros para asegurarse a sí misma, al igual que a sus funcionarios y a los representantes de todos los Estados miembros, el disfrute de los privilegios e inmunidades necesarios para alcanzar sus objetivos y ejercer sus funciones.

4) El Director General podrá negociar y, previa aprobación del Comité de Coordinación, concluirá y firmará en nombre de la Organización los acuerdos a los que se hace referencia en los apartados 2) y 3).

Artículo 13
Relaciones con otras organizaciones

1) La Organización, si lo cree oportuno, establecerá relaciones de trabajo y cooperará con otras organizaciones intergubernamentales. Todo acuerdo general concertado al respecto con esas organizaciones será concluido por el Director General, previa aprobación del Comité de Coordinación.

2) En los asuntos de su competencia, la Organización podrá tomar todas las medidas adecuadas para la consulta y cooperación con las organizaciones internacionales no gubernamentales y, previo consentimiento de los gobiernos interesados, con las organizaciones nacionales, sean gubernamentales o no gubernamentales. Tales medidas serán tomadas por el Director General, previa aprobación del Comité de Coordinación.

Artículo 14

Modalidades para llegar los Estados a ser parte en el Convenio

1) Los Estados a los que se hace referencia en el Artículo 5 podrán llegar a ser parte en el presente Convenio y miembros de la Organización, mediante:

i) la firma, sin reserva en cuanto a la ratificación, o

ii) la firma bajo reserva de ratificación, seguida del depósito del instrumento de ratificación, o

iii) el depósito de un instrumento de adhesión.

2) Sin perjuicio de las demás disposiciones del presente Convenio, un Estado parte en el Convenio de París, en el Convenio de Berna, o en esos dos Convenios, podrá llegar a ser parte en el presente Convenio si al mismo tiempo ratifica o se adhiere, o si anteriormente ha ratificado o se ha adherido, sea a:

el Acta de Estocolmo del Convenio de París en su totalidad o solamente con la limitación prevista en el Artículo 20. 1) *b)* i) de dicha Acta, o

el Acta de Estocolmo del Convenio de Berna en su totalidad o solamente con la limitación establecida por el Artículo 28. 1) *b)* i) de dicha Acta.

3) Los instrumentos de ratificación o de adhesión se depositarán en poder del Director General.

Artículo 15

Entrada en vigor del Convenio

1) El presente Convenio entrará en vigor tres meses después que diez Estados miembros de la Unión de París y siete Estados miembros de la Unión de Berna hayan llevado a cabo uno de los actos previstos en el Artículo 14. 1), en la inteligencia de que todo Estado miembro de las dos Uniones será contado en los dos grupos. En esa fecha, el presente Convenio entrará igualmente en vigor respecto de los Estados que, no siendo miembros de ninguna de las dos Uniones, hayan llevado a cabo, tres meses por lo menos antes de la citada fecha, uno de los actos previstos en el Artículo 14. 1).

2) Respecto de cualquier otro Estado, el presente Convenio entrará en vigor tres meses después de la fecha en la que ese Estado haya llevado a cabo uno de los actos previstos en el Artículo 14. 1).

Artículo 16

Reservas

No se admite ninguna reserva al presente Convenio.

Artículo 17

Modificaciones

1) Las propuestas de modificación del presente Convenio podrán ser presentadas por todo Estado miembro, por el Comité de Coordinación o por el Director General. Esas propuestas serán comunicadas por este último a los Estados miembros, al menos seis meses antes de ser sometidas a examen de la Conferencia.

2) Todas las modificaciones deberán ser adoptadas por la Conferencia. Si se trata de modificaciones que puedan afectar a los derechos y obligaciones de los Estados parte en el presente Convenio que no sean miembros de alguna de las Uniones, esos Estados participarán igualmente en la votación. Los Estados parte en el presente Convenio que sean miembros por lo menos de una de las Uniones, serán los únicos facultados para votar sobre todas las demás propuestas de modificación. Las modificaciones serán adoptadas por mayoría simple de los votos emitidos, en la inteligencia de que la Conferencia sólo votará sobre las propuestas de modificación previamente adoptadas por la Asamblea de la Unión de París y por la Asamblea de la Unión de Berna, de conformidad con las reglas aplicables en cada una de ellas a las modificaciones de las disposiciones administrativas de sus respectivos convenios.

3) Toda modificación entrará en vigor un mes después de que el Director General haya recibido notificación escrita de su aceptación, efectuada de conformidad con sus respectivos procedimientos constitucionales, de tres cuartos de los Estados que eran miembros de la Organización y que tenían derecho de voto sobre la modificación propuesta según el apartado 2), en el momento en que la modificación hubiese sido adoptada por la Conferencia. Toda modificación así aceptada obligará a todos los Estados que sean miembros de la Organización en el momento en que la modificación entre en vigor o que se hagan miembros en una fecha ulterior; sin embargo, toda modificación que incremente las obligaciones financieras de los Estados miembros, sólo obligará a los Estados que hayan notificado su aceptación de la mencionada modificación.

Artículo 18

Denuncia

1) Todo Estado miembro podrá denunciar el presente Convenio mediante notificación dirigida al Director General.

2) La denuncia surtirá efecto seis meses después de la fecha en que el Director General haya recibido la notificación.

Artículo 19

Notificaciones

El Director General notificará a los gobiernos de todos los Estados miembros:

i) la fecha de entrada en vigor del Convenio;
ii) las firmas y depósitos de los instrumentos de ratificación o de adhesión;
iii) las aceptaciones de las modificaciones del presente Convenio y la fecha en que esas modificationes entren en vigor;
iv) las denuncias del presente Convenio.

Artículo 20

Cláusulas finales

1) *a)* El presente Convenio será firmado en un solo ejemplar en idiomas español, francés, inglés y ruso, haciendo igualmente fe cada texto y se depositará en poder del Gobierno de Suecia.

b) El presente Convenio queda abierto a la firma en Estocolmo hasta el 13 de enero de 1968.

2) El Director General establecerá textos oficiales, después de consultar a los gobiernos interesados, en los idiomas alemán, italiano y portugués y en los otros idiomas que la Conferencia pueda indicar.

3) El Director General remitirá dos copias certificadas del presente Convenio y de todas las modificaciones que adopte la Conferencia, a los Gobiernos de los Estados miembros de las Uniones de París o de Berna, al gobierno de cualquier otro Estado cuando se adhiera al presente Convenio y al gobierno de cualquier otro Estado que lo solicite. Las copias del texto firmado del Convenio que se remitan a los gobiernos serán certificadas por el Gobierno de Suecia.

4) El Director General registrará el presente Convenio en la Secretaría de las Naciones Unidas.

Artículo 21

Cláusulas transitorias

1) Hasta la entrada en funciones del primer Director General, se considerara que las referencias en el presente Convenio a la Oficina Internacional o al Director General se aplican, respectivamente, a las Oficinas Internacionales Reunidas para la Proteccion de la Propiedad Industrial, Literaria y Artística (igualmente denominadas Oficinas Internacionales Reunidas para la Proteccion de la Propiedad Intelectual (BIRPI)), o a su Director.

2) *a)* Los Estados que sean miembros de una de las Uniones, pero que todavia no sean parte en el presente Convenio, podran, si lo desean, ejercer durante cinco años, contados desde su entrada en vigor, los mismos derechos que si fuesen partes en el mismo. Todo Estado que desee ejercer los mencionados derechos depositara ante el Director General una notificacion escrita que surtira efecto en la fecha de su recepcion. Esos Estados seran considerados como miembros de la Asamblea General y de la Conferencia hasta la expiracion de dicho plazo.

b) A la expiracion de ese periodo de cinco años, tales Estados dejaran de tener derecho de voto en la Asamblea General, en el Comite de Coordinación y en la Conferencia.

c) Dichos Estados podran ejercer nuevamente el derecho de voto, desde el momento en que lleguen a ser parte en el presente Convenio.

3) *a)* Mientras haya Estados miembros de las Uniones de Paris o de Berna, que no sean parte en el presente Convenio, la Oficina Internacional y el Director General ejerceran igualmente las funciones correspondientes, respectivamente, a las Oficinas Internacionales Reunidas para la Proteccion de la Propiedad Industrial, Literaria y Artística, y a su Director.

b) El personal en funciones en las citadas Oficinas en la fecha de entrada en vigor del presente Convenio se considerara, durante el periodo transitorio al que se hace referencia en el apartado *a)*, como igualmente en funciones en la Oficina Internacional.

4) *a)* Una vez que todos los Estados miembros de la Union de Paris hayan llegado a ser miembros de la Organizacion, los derechos, obligaciones y bienes de la Oficina de esa Unión pasarán a la Oficina Internacional.

b) Una vez que todos los Estados miembros de la Union de Berna hayan llegado a ser miembros de la Organización, los derechos, obligaciones y bienes de la Oficina de esa Unión pasarán a la Oficina Internacional.

EN FE DE LO CUAL, los infraescritos, debidamente autorizados al efecto, han firmado el presente Convenio.

HECHO en Estocolmo, el 14 de julio de 1967.

КОНВЕНЦИЯ, УЧРЕЖДАЮЩАЯ ВСЕМИРНУЮ ОРГАНИЗАЦИЮ ИНТЕЛЛЕКТУАЛЬНОЙ СОБСТВЕННОСТИ

ПОДПИСАНА В СТОКГОЛЬМЕ 14 ИЮЛЯ 1967 ГОДА.

TIAS 6932

КОНВЕНЦИЯ, УЧРЕЖДАЮЩАЯ ВСЕМИРНУЮ ОРГАНИЗАЦИЮ ИНТЕЛЛЕКТУАЛЬНОЙ СОБСТВЕННОСТИ

ПОДПИСАНА В СТОКГОЛЬМЕ 14 ИЮЛЯ 1967 ГОДА.

Договаривающиеся стороны,

Желая внести вклад в лучшее взаимопонимание и сотрудничество между государствами в интересах их взаимной выгоды на основе уважения суверенитета и равенства,

Стремясь, в целях поощрения творческой деятельности, содействовать охране интеллектуальной собственности во всем мире,

Стремясь модернизировать и сделать более эффективной администрацию Союзов, образованных в области охраны промышленной собственности и в области охраны литературных и художественных произведений, при полном уважении самостоятельности каждого из Союзов,

Согласились о нижеследующем

Статья 1
Учреждение организации

Настоящей Конвенцией учреждается Всемирная Организация Интеллектуальной Собственности.

Статья 2
Определения

В смысле настоящей Конвенции

(i) « Организация » означает Всемирную Организацию Интеллектуальной Собственности (ВОИС),

(ii) « Международное бюро » означает Международное бюро по интеллектуальной собственности,

(iii) « Парижская конвенция » означает Конвенцию по охране промышленной собственности, подписанную 20 марта 1883 года, включая любую из ее пересмотренных редакций,

(iv) « Бернская конвенция » означает Конвенцию по охране литературных и художественных произведений, подписанную 9 сентября 1886 года, включая любую из ее пересмотренных редакций,

(v) « Парижский союз » означает Международный союз, образованный Парижской конвенцией,

(vi) « Бернский союз » означает Международный союз, образованный Бернской конвенцией,

(vii) « Союзы » означают Парижский союз, специальные Союзы и специальные Соглашения, заключенные в связи с этим Союзом, Бернский союз, а также любое другое международное соглашение, призванное содействовать охране интеллектуальной собственности, администрацию по осуществлению которого Организация приняла на себя в соответствии со статьей 4 (iii),

(viii) « интеллектуальная собственность » включает права, относящиеся к

— литературным, художественным и научным произведениям,
— исполнительской деятельности артистов, звукозаписи, радио- и телевизионным передачам,
— изобретениям во всех областях человеческой деятельности,
— научным открытиям,
— промышленным образцам,
— товарным знакам, знакам обслуживания, фирменным наименованиям и коммерческим обозначениям,
— защите против недобросовестной конкуренции,

а также все другие права, относящиеся к интеллектуальной деятельности в производственной, научной, литературной и художественной областях.

Статья 3

Цели организации

Организация имеет цели

(i) содействовать охране интеллектуальной собственности во всем мире путем сотрудничества государств и, в соответствующих случаях, во взаимодействии с любой другой международной организацией,

(ii) обеспечивать административное сотрудничество Союзов.

Статья 4

Функции

Для достижения целей, изложенных в статье 3, Организация через свои соответствующие органы и при уважении компетенции каждого из Союзов

(i) содействует разработке мероприятий, рассчитанных на улучшение охраны интеллектуальной собственности во всем мире и на гармонизацию национальных законодательств в этой области,

(ii) выполняет административные функции Парижского союза, специальных Союзов, образованных в связи с этим Союзом, и Бернского союза,

(iii) может согласиться принять на себя администрацию по осуществлению любого другого международного соглашения, призванного содействовать охране интеллектуальной собственности, или участвовать в такой администрации;

(iv) способствует заключению международных соглашений, призванных содействовать охране интеллектуальной собственности;

(v) предлагает свое сотрудничество государствам, запрашивающим юридико-техническую помощь в области интеллектуальной собственности;

(vi) собирает и распространяет информацию, относящуюся к охране интеллектуальной собственности, осуществляет и поощряет исследования в этой области и публикует результаты таких исследований;

(vii) обеспечивает деятельность служб, облегчающих международную охрану интеллектуальной собственности и, в соответствующих случаях, осуществляет регистрацию в этой области, а также публикует сведения, касающиеся данной регистрации;

(viii) предпринимает любые другие надлежащие действия.

Статья 5

Членство

(1) Любое государство, являющееся членом какого-либо из Союзов, как они определены в статье 2 (vii), может стать членом Организации;

(2) Членом Организации может стать также любое государство, не являющееся членом какого-либо из Союзов, при условии, что:

(i) оно является членом Организации Объединенных Наций, какого-либо из специализированных учреждений, находящихся в связи с Организацией Объединенных Наций, или Международного агентства по атомной энергии, или является стороной Статута Международного суда, или

(ii) оно приглашено Генеральной Ассамблеей стать стороной настоящей Конвенции.

Статья 6

Генеральная Ассамблея

(1) (a) Учреждается Генеральная Ассамблея, состоящая из государств-сторон настоящей Конвенции, которые являются членами какого-либо из Союзов.

(b) Правительство каждого государства представлено одним делегатом, который может иметь заместителей, советников и экспертов.

(c) Расходы каждой делегации несет назначившее ее правительство.

(2) Генеральная Ассамблея:

(i) назначает Генерального Директора по представлению Координационного комитета;
(ii) рассматривает и утверждает отчеты Генерального Директора, касающиеся Организации, и дает ему все необходимые инструкции;
(iii) рассматривает и утверждает отчеты и одобряет деятельность Координационного комитета и дает ему инструкции;
(iv) принимает трехгодичный бюджет расходов, общих для Союзов;
(v) одобряет предлагаемые Генеральным Директором мероприятия, касающиеся администрации по осуществлению международных соглашений, предусмотренных в статье 4 (iii);
(vi) принимает финансовый регламент Организации;
(vii) определяет рабочие языки Секретариата, принимая во внимание практику Организации Объединенных Наций;
(viii) приглашает государства, предусмотренные статьей 5 (2) (ii), стать сторонами настоящей Конвенции;
(ix) определяет, какие государства, не являющиеся членами Организации, и какие межправительственные или международные неправительственные организации могут быть допущены на ее заседания в качестве наблюдателей;
(x) выполняет другие надлежащие функции в рамках настоящей Конвенции.

(3) (a) Каждое государство, независимо от того, является ли оно членом одного или более Союзов, имеет в Генеральной Ассамблее один голос.

(b) Половина государств-членов Генеральной Ассамблеи составляет кворум.

(c) Несмотря на положения подпараграфа (b), если на какой-либо сессии количество представленных государств составляет менее половины, но равно или превышает одну треть государств-членов Генеральной Ассамблеи, она может принимать решения; однако, все решения Генеральной Ассамблеи за исключением решений, относящихся к ее собственным Правилам процедуры, вступают в силу лишь при соблюдении нижеследующих условий. Международное бюро направляет упомянутые решения государствам-членам Генеральной Ассамблеи, которые не были на ней представлены, и приглашает их сообщить в письменном виде в трехмесячный срок, считая с даты направления решений, голосуют ли они за эти решения, против них или воздерживаются. Если по истечении этого срока количество государств, таким образом проголосовавших или сообщивших, что они воздержались, достигнет того количества, которого недоставало для достижения кворума на самой сессии, такие решения вступают в силу при условии, что одновременно сохраняется необходимое большинство.

(d) При условии соблюдения положений подпараграфов (e) и (f) Генеральная Ассамблея принимает свои решения большинством в две трети поданных голосов.

(e) Для одобрения мероприятий, касающихся администрации по осуществлению международных соглашений, предусмотренных в статье (4) (iii), требуется большинство в три четверти поданных голосов.

(f) Для одобрения соглашения с Организацией Объединенных Наций согласно положениям статей 57 и 63 Устава Организации Объединенных Наций требуется большинство в девять десятых поданных голосов.

(g) Для назначения Генерального Директора (параграф (2) (i)), одобрения предлагаемых Генеральным Директором мероприятий относительно администрации по осуществлению международных соглашений (параграф (2) (v)) и переноса штаб-квартиры (статья 10) необходимое большинство голосов должно быть достигнуто не только в Генеральной Ассамблее, но также в Ассамблее Парижского союза и Ассамблее Бернского союза.

(h) Голоса воздержавшихся в расчет не принимаются.

(i) Делегат может представлять только одно государство и голосовать лишь от его имени.

(4) (a) Генеральная Ассамблея собирается на очередную сессию каждый третий календарный год по созыву Генерального Директора.

(b) Генеральная Ассамблея собирается на чрезвычайную сессию, созываемую Генеральным Директором по требованию Координационного комитета или по требованию одной четверти государств-членов Генеральной Ассамблеи.

(c) Сессии проводятся в штаб-квартире Организации.

(5) Государства-стороны настоящей Конвенции, не являющиеся членами какого-либо из Союзов, допускаются на заседания Генеральной Ассамблеи в качестве наблюдателей.

(6) Генеральная Ассамблея принимает свои собственные Правила процедуры.

Статья 7

Конференция

(1) (a) Учреждается Конференция, состоящая из государств-сторон настоящей Конвенции, независимо от того, являются они членами какого-либо из Союзов или не являются.

(b) Правительство каждого государства представлено одним делегатом, который может иметь заместителей, советников и экспертов.

(c) Расходы каждой делегации несет назначившее ее правительство.

(2) Конференция:

(i) обсуждает вопросы, представляющие общий интерес в области интеллектуальной собственности, и может принимать рекомендации по таким вопросам с учетом компетенции и самостоятельности Союзов;

(ii) принимает трехгодичный бюджет Конференции;
(iii) принимает в пределах бюджета Конференции трехгодичную программу юридико-технической помощи;
(iv) принимает поправки к настоящей Конвенции в порядке, предусмотренном статьей 17;
(v) определяет, какие государства, не являющиеся членами Организации, и какие межправительственные и международные неправительственные организации могут быть допущены на ее заседания в качестве наблюдателей;
(vi) выполняет другие надлежащие функции в рамках настоящей Конвенции.

(3) (a) Каждое государство-член имеет в Конференции один голос.

(b) Одна треть государств-членов составляет кворум.

(c) При соблюдении положений статьи 17 Конференция принимает решения большинством в две трети поданных голосов.

(d) Размер взносов государств-сторон настоящей Конвенции, не являющихся членами какого-либо из Союзов, определяется голосованием, в котором имеют право участвовать только делегаты упомянутых государств.

(e) Голоса воздержавшихся в расчет не принимаются.

(f) Делегат может представлять только одно государство и голосовать лишь от его имени.

(4) (a) Конференция собирается на очередную сессию по созыву Генерального Директора в то же самое время и в том же самом месте, что и Генеральная Ассамблея.

(b) Конференция собирается на чрезвычайную сессию, созываемую Генеральным Директором по требованию большинства государств-членов.

(5) Конференция принимает свои собственные Правила процедуры.

Статья 8

Координационный Комитет

(1) (a) Учреждается Координационный комитет, состоящий из государств-сторон настоящей Конвенции, которые являются членами Исполнительного комитета Парижского союза, или Исполнительного комитета Бернского союза, или обоих этих Исполнительных комитетов. Однако, если какой-либо из этих Исполнительных комитетов состоит из более чем одной четверти количества стран-членов Ассамблеи, которая их избрала, то такой Исполнительный комитет назначает из числа своих членов государства, которые будут членами Координационного комитета, с таким расчетом чтобы их количество не превышало одной четверти, упомянутой выше; при этом подразумевается, что страна, на территории которой Организация имеет свою штаб-квартиру, не включается в подсчет при определении упомянутой одной четверти.

(b) Правительство каждого государства-члена Координационного комитета представлено в нем одним делегатом, который может иметь заместителей, советников и экспертов.

(c) Когда Координационный комитет рассматривает либо вопросы, имеющие прямое отношение к программе или бюджету Конференции и ее повестке дня, либо предложения о внесении поправок в Конвенцию, затрагивающих права или обязанности государств-сторон настоящей Конвенции, не являющихся членами какого-либо из Союзов, одна четверть таких государств участвует в заседаниях Координационного комитета с такими же правами, как и члены Координационного комитета. Конференция избирает на каждой ее очередной сессии государства для участия в таких заседаниях.

(d) Расходы каждой делегации несет назначившее ее правительство.

(2) Если другие Союзы, администрацию которых осуществляет Организация, желают быть представленными, как таковые, в Координационном комитете, их представители должны быть назначены из числа государств-членов Координационного комитета.

(3) Координационный комитет

(i) дает советы органам Союзов, Генеральной Ассамблее, Конференции и Генеральному Директору по всем административным, финансовым и другим вопросам, представляющим общий интерес для двух или более Союзов, или одного или более Союзов и Организации, в частности, по бюджету расходов, общих для Союзов,

(ii) подготавливает проект повестки дня Генеральной Ассамблеи,

(iii) подготавливает проект повестки дня, а также проекты программы и бюджета Конференции,

(iv) на основе трехгодичного бюджета расходов, общих для Союзов, и трехгодичного бюджета Конференции, а также на основе трехгодичной программы юридико-технической помощи, принимает соответствующие годовые бюджеты и программы,

(v) до истечения срока полномочий Генерального Директора или когда пост Генерального Директора становится вакантным, представляет кандидата для назначения его на этот пост Генеральной Ассамблеей, если Генеральная Ассамблея не назначит этого кандидата, Координационный комитет представляет другого кандидата, эта процедура повторяется до тех пор, пока, наконец, кандидат не будет назначен Генеральной Ассамблеей,

(vi) если пост Генерального Директора становится вакантным в период между двумя сессиями Генеральной Ассамблеи, назначает Исполняющего обязанности Генерального Директора на срок до вступления в должность нового Генерального Директора,

(vii) выполняет все другие функции, возложенные на него в соответствии с настоящей Конвенцией.

(4) (a) Координационный комитет собирается на очередные сессии один раз в год по созыву Генерального Директора. Как правило, Комитет собирается в штаб-квартире Организации.

(b) Координационный комитет собирается на чрезвычайную сессию, созываемую Генеральным Директором либо по его собственной инициативе, либо по просьбе Председателя, либо по требованию одной четверти членов Координационного комитета.

(5) (a) Каждое государство, независимо от того, является ли оно членом одного или обоих Исполнительных комитетов, упомянутых в параграфе (1) (a), имеет в Координационном комитете один голос.

(b) Половина членов Координационного комитета составляет кворум.

(c) Делегат может представлять только одно государство и голосовать лишь от его имени.

(6) (a) Координационный комитет выражает свое мнение и принимает решения простым большинством поданных голосов. Голоса воздержавшихся в расчет не принимаются.

(b) Если даже достигнуто простое большинство, любой член Координационного комитета немедленно после голосования может потребовать, чтобы был проведен специальный подсчет голосов следующим образом составляются два отдельных списка с указанием соответственно названий стран-членов Исполнительного комитета Парижского союза и Исполнительного комитета Бернского союза, голос каждого государства вписывается против его названия в каждом списке, где оно занесено. Если этот специальный подсчет показывает, что простое большинство не достигнуто в каждом из этих списков, предложение не считается принятым.

(7) Любое государство-член Организации, которое не является членом Координационного комитета, может быть представлено на заседаниях Комитета наблюдателями с правом участвовать в обсуждении, но без права голоса.

(8) Координационный комитет принимает свои собственные Правила процедуры.

Статья 9

Международное бюро

(1) Международное бюро является Секретариатом Организации.

(2) Международное бюро возглавляется Генеральным Директором, который имеет двух или более Заместителей Генерального Директора.

(3) Генеральный Директор назначается на определенный срок продолжительностью не менее 6 лет. Он может назначаться вновь на определенные сроки. Сроки первоначального

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назначения и возможных последующих назначений, а также все другие условия назначения определяются Генеральной Ассамблеей.

(4) (a) Генеральный Директор является главным должностным лицом Организации.

(b) Он представляет Организацию.

(c) Он отчитывается перед Генеральной Ассамблеей н выполняет ее директивы, касающиеся внутренних и внешних дел Организации.

(5) Генеральный Директор подготавливает проекты бюджетов и программ, а также периодические отчеты о деятельности. Он передает их правительствам заинтересованных государств, а также компетентным органам Союзов н Организации.

(6) Генеральный Директор и любой член персонала, назначенный им, участвуют без права голоса во всех заседаниях Генсральной Ассамблеи, Конференции, Координационного комитета и любого другого комитета или рабочей группы. Генеральный Директор или назначенный им член персонала является ex officio секретарем этих органов.

(7) Генеральный Директор назначает персонал, необходимый для эффективного выполнения задач Международного бюро. Он назначает Заместителей Генерального Директора после одобрения Координационного комитета. Условия назначения определяются регламентом о персонале, утверждаемым Координационным комитетом по предложению Генерального Директора. Важнейшим фактором в подборе персонала и определении условий службы является необходимость обеспечения высокого уровня работоспособности, компетентности и добросовестности. Должное внимание уделяется важности подбора персонала на возможно более широкой географической основе.

(8) Характер обязанностей Генерального Директора и персонала является исключительно международным. При исполнении своих обязанностей они не должны запрашивать или получать инструкции от какого бы то ни было правительства или власти за пределами Организации. Они должны воздерживаться от любого действия, которое могло бы поставить под сомнение их положение как международных должностных лиц. Каждое государство-член обязуется уважать исключительно международный характер обязанностей Генерального Директора и персонала и не пытаться влиять на них при исполнении ими своих обязанностей.

Статья 10

Штаб-квартира

(1) Штаб-квартира Организации располагается в Женеве.

(2) Решение о ее переносе может быть принято Генеральной Ассамблеей, как это предусмотрено в статье 6 (3) (d) и (g).

Статья 11

Финансы

(1) Организация имеет два отдельных бюджета бюджет расходов, общих для Союзов, и бюджет Конференции.

(2) (a) Бюджет расходов, общих для Союзов, предусматривает расходы, представляющие интерес для нескольких Союзов.

(b) Этот бюджет финансируется из следующих источников

(i) взносов Союзов, причем размер взноса каждого Союза определяется Ассамблеей этого Союза с учетом той доли общих расходов, которые производятся в интересах данного Союза,

(ii) платежей за предоставляемые Международным бюро услуги, не относящиеся непосредственно ни к какому-либо из Союзов, ни к оказанию Международным бюро юридико-технической помощи,

(iii) поступлений от продажи публикаций Международного бюро, не относящихся непосредственно к какому-либо из Союзов, или поступлений от передачи прав на такие публикации,

(iv) даров, завещанных средств и субсидий в пользу Организации, за исключением случаев, предусмотренных в параграфе (3) (b) (iv),

(v) ренты, процентов и других различных доходов Организации.

(3) (a) Бюджет Конференции предусматривает расходы на проведение сессий Конференции и на осуществление программы юридико-технической помощи.

(b) Этот бюджет финансируется из следующих источников

(i) взносов государств-сторон настоящей Конвенции, не являющихся членами какого-либо из Союзов,

(ii) отчислений Союзов в данный бюджет, причем размер отчисления каждого Союза определяется Ассамблеей этого Союза и любой Союз может воздержаться от отчисления в упомянутый бюджет,

(iii) средств, получаемых за услуги, оказываемые Международным бюро в области юридико-технической помощи,

(iv) даров, завещанных средств и субсидий в пользу Организации для целей, предусмотренных подпараграфом (a).

(4) (a) Для определения своего взноса в бюджет Конференции каждое государство-сторона настоящей Конвенции, не являющееся членом какого-либо из Союзов, относится к определенному классу и уплачивает свой годовой взнос на основе следующим образом установленного числа единиц

Класс A	10
Класс B	3
Класс C	1

(b) Каждое такое государство одновременно с осуществлением действий, предусмотренных в статье 14 (1), указывает класс, к которому оно желает быть отнесенным. Любое такое государство может изменить класс. Если государство выбирает более низкий класс, оно должно заявить об этом на очередной сессии Конференции. Любое такое изменение вступает в действие с начала календарного года, следующего за сессией.

(c) Годовой взнос каждого такого государства равен сумме, относящейся так же к общей сумме подлежащих уплате в бюджет Конференции взносов всех таких государств, как количество его единиц относится к общему количеству единиц всех упомянутых государств.

(d) Взносы уплачиваются с первого января каждого года.

(e) Если бюджет не принят до начала нового финансового периода, то в соответствии с финансовым регламентом используется бюджет на уровне предыдущего года.

(5) Любое государство-сторона настоящей Конвенции, не являющееся членом какого-либо из Союзов, у которого имеется задолженность по уплате финансовых взносов, предусмотренных в настоящей статье, а также любое государство-сторона настоящей Конвенции, являющееся членом какого-либо из Союзов, у которого имеется задолженность по уплате своих взносов в любой из Союзов, утрачивает право голоса в органах Организации, членом которых оно является, если сумма его задолженности равна или превышает сумму причитающихся с него взносов за два полных предыдущих года. Однако, любой из этих органов может разрешить такому государству пользоваться правом голоса, если, и до тех пор пока, он убежден, что просрочка платежа произошла при исключительных и неизбежных обстоятельствах.

(6) Размер платежей, причитающихся за предоставляемые Международным бюро услуги в области юридико-технической помощи, устанавливается Генеральным Директором и докладывается Координационному комитету.

(7) Организация с одобрения Координационного комитета может получать дары, завещанные средства и субсидии непосредственно от правительств, государственных или частных организаций, ассоциаций или лиц.

(8) (a) Организация имеет фонд оборотных средств, который составляется из разового платежа, осуществляемого Союзами и каждым государством-стороной настоящей Конвенции, которое не является членом какого-либо из Союзов. Если фонд оборотных средств становится недостаточным, решается вопрос о его увеличении.

(b) Размер разового платежа каждого Союза и его возможное участие в увеличении фонда определяется Ассамблеей Союза.

(c) Размер разового платежа каждого государства-стороны настоящей Конвенции, не являющегося членом какого-либо из Союзов, и его доля в любом увеличении фонда пропорциональны годовому взносу этого государства за тот год, в который образован фонд или принято решение о его увеличении. Эта пропорция и условия платежа устанавливаются по предложению Генерального Директора Конференцией после того, как она заслушает мнение Координационного комитета.

(9) (a) В соглашении о штаб-квартире, заключаемом с государством, на территории которого Организация имеет свою штаб-квартиру, предусматривается, что в случаях, когда фонд оборотных средств оказывается недостаточным, такое государство предоставляет авансы. Суммы этих авансов и условия, на которых они предоставляются, в каждом случае являются предметом особого соглашения между таким государством и Организацией. До тех пор, пока такое государство-сторона связано обязательством предоставлять авансы, оно имеет одно место ex officio в Координационном комитете.

(b) Как государство, упомянутое в подпараграфе (a), так и Организация имеют право путем письменного уведомления денонсировать обязательство о предоставлении авансов. Денонсация вступает в действие через три года после окончания того года, в который было сделано уведомление.

(10) Ревизия счетов осуществляется одним или более государствами-членами или внешними ревизорами, как предусмотрено в финансовом регламенте. Они назначаются, с их согласия, Генеральной Ассамблеей.

Статья 12

Правоспособность ; привилегии и иммунитеты

(1) Организация пользуется на территории каждого государства-члена в соответствии с законами этого государства такой правоспособностью, которая необходима для достижения целей Организации и осуществления ее функций.

(2) Организация заключает соглашения о штаб-квартире с Швейцарской Конфедерацией и с любым другим государством, в котором впоследствии может быть расположена штаб-квартира.

(3) Организация может заключать двусторонние или многосторонние соглашения с другими государствами-членами с целью обеспечить Организации, ее официальным лицам и представителям всех государств-членов такие привилегии и иммунитеты, которые могут быть необходимы для достижения ее целей и осуществления функций.

(4) Генеральный Директор может вести переговоры и, после одобрения Координационного комитета, заключает и подписывает от имени Организации соглашения, упомянутые в параграфах (2) и (3).

Статья 13

Отношения с другими организациями

(1) Организация, если это целесообразно, устанавливает рабочие отношения и сотрудничает с другими межправительственными организациями. Любое генеральное соглашение об этом, достигнутое с такими организациями, заключается Генеральным Директором после одобрения Координационного комитета.

(2) Организация может по вопросам своей компетенции проводить соответствующие мероприятия по консультациям и сотрудничеству с международными неправительственными организациями, а также, с согласия заинтересованных правительств, с национальными организациями, правительственными или неправительственными. Такие мероприятия проводятся Генеральным Директором после одобрения Координационного комитета.

Статья 14

Подписание, ратификация Конвенции и присоединение к ней

(1) Государства, упомянутые в статье 5, могут стать сторонами настоящей Конвенции и членами Организации путем:

(i) подписания Конвенции без оговорки о ратификации;

(ii) подписания с оговоркой о ратификации, после которого последует депонирование ратификационной грамоты, или

(iii) депонирования акта о присоединении.

(2) Несмотря на любое другое положение настоящей Конвенции, государство-сторона Парижской конвенции, Бернской конвенции или обеих этих конвенций может стать стороной настоящей Конвенции только, если оно одновременно ратифицирует или присоединяется, или если оно уже ратифицировало или присоединилось:

— либо к Стокгольмскому акту Парижской конвенции в целом или только с изъятием, предусмотренным в его статье 20 (1) (b) (i);

— либо к Стокгольмскому акту Бернской конвенции в целом или только с изъятием, предусмотренным в его статье 28 (1) (b) (i).

(3) Ратификационные грамоты или акты о присоединении депонируются у Генерального Директора.

Статья 15

Вступление в силу Конвенции

(1) Настоящая Конвенция вступает в силу через три месяца после того, как десять государств-членов Парижского союза и семь государств-членов Бернского союза предприняли действия, предусмотренные в статье 14 (1); при этом понимается,

что, если государство является членом обоих Союзов, оно будет засчитано в обеих группах. На эту же дату Конвенция вступает в силу также в отношении государств, которые, не являясь членами ни одного из двух Союзов, предприняли действия, предусмотренные в статье 14 (1), не позднее, чем за три месяца до этой даты.

(2) В отношении любого другого государства настоящая Конвенция вступает в силу через три месяца после даты, на которую такое государство предприняло действия, предусмотренные в статье 14 (1).

Статья 16

Оговорки

Никакие оговорки в отношении настоящей Конвенции не допускаются.

Статья 17

Поправки

(1) Предложения о внесении поправок в настоящую Конвенцию могут быть сделаны по инициативе любого государства-члена Организации, по инициативе Координационного комитета или Генерального Директора. Такие предложения направляются Генеральным Директором государствам-членам Организации по меньшей мере за шесть месяцев до рассмотрения их Конференцией.

(2) Поправки принимаются Конференцией. В случае, когда принятие поправки затронуло бы права и обязанности государств-сторон настоящей Конвенции, не являющихся членами какого-либо из Союзов, такие государства также участвуют в голосовании. По всем остальным предлагаемым поправкам голосуют только государства-стороны настоящей Конвенции, являющиеся членами какого-либо из Союзов. Поправки принимаются простым большинством голосов при условии, что Конференция голосует только по таким предложениям о поправках, которые предварительно были приняты Ассамблеей Парижского союза и Ассамблеей Бернского союза в соответствии с правилами, применяющимися в каждой из них в отношении принятия поправок к административным положениям их соответствующих конвенций.

(3) Любая поправка вступает в силу через месяц после того, как письменные уведомления о ее принятии, осуществленном в соответствии с конституционной процедурой каждого государства, получены Генеральным Директором от трех четвертей государств-членов Организации, имевших право голосовать по предложению о поправке согласно параграфу (2) во время принятия этой поправки Конференцией. Принятые таким образом поправки обязательны для всех государств, которые являются членами Организации в то время, когда поправка вступает в силу, или которые становятся ее членами после этой даты, при условии, что любая поправка, увеличивающая финансовые обязательства государств-членов, является обязательной только для тех государств, которые уведомили о принятии ими такой поправки.

Статья 18

Денонсация

(1) Любое государство-член может денонсировать настоящую Конвенцию путем нотификации, адресованной Генеральному Директору.

(2) Денонсация вступает в действие по истечении шести месяцев с даты получения такой нотификации Генеральным Директором.

Статья 19

Уведомления

Генеральный Директор уведомляет правительства всех государств-членов:

(i) о дате вступления в силу настоящей Конвенции,
(ii) о подписаниях или депонировании ратификационных грамот или актов о присоединении,
(iii) о принятии любой поправки к настоящей Конвенции и дате, на которую такая поправка вступает в силу,
(iv) о денонсациях настоящей Конвенции.

Статья 20

Заключительные положения

(1) (a) Настоящая Конвенция подписывается в единственном экземпляре на английском, испанском, русском и французском языках, причем каждый текст равно аутентичен, и сдается на хранение Правительству Швеции.

(b) Настоящая Конвенция открыта для подписания в Стокгольме до 13 января 1968 года.

(2) Тексты официальных переводов будут выработаны Генеральным Директором, после консультаций с заинтересованными правительствами, на немецком, итальянском и португальском языках и таких других языках, какие определит Конференция.

(3) Генеральный Директор высылает две должным образом заверенные копии настоящей Конвенции и каждой поправки, принятой Конференцией, правительствам государств-членов Парижского или Бернского союзов, правительству каждого государства, когда оно присоединяется к настоящей Конвенции, а также, по запросу, правительству любого другого государства. Копии подписанного текста Конвенции, высылаемые правительствам, заверяются Правительством Швеции.

(4) Генеральный Директор зарегистрирует настоящую Конвенцию в Секретариате Организации Объединенных Наций.

Статья 21

Переходные положения

(1) До вступления в должность первого Генерального Директора ссылки в настоящей Конвенции на Международное

бюро или на Генерального Директора считаются ссылками на Объединенные Международные бюро по охране промышленной, литературной и художественной собственности (называемые также Объединенными международными бюро по охране интеллектуальной собственности (БИРПИ), или на их Директора, соответственно.

(2) (a) Государства, которые являются членами какого-либо из Союзов, но не стали сторонами настоящей Конвенции, могут в течение пяти лет с даты вступления в силу настоящей Конвенции, если они этого пожелают, пользоваться такими же правами, как если бы они были сторонами настоящей Конвенции. Любое государство, желающее пользоваться такими правами, уведомляет об этом Генерального Директора в письменном виде, такое уведомление действует с даты его получения. Такие государства считаются членами Генеральной Ассамблеи и Конференции до истечения упомянутого периода.

(b) По истечении этого пятилетнего периода такие государства утрачивают право голоса в Генеральной Ассамблее, Конференции и Координационном комитете.

(c) Став сторонами настоящей Конвенции, такие государства вновь получают право голоса.

(3) (a) До тех пор, пока имеются государства-члены Парижского или Бернского союзов, которые еще не стали сторонами настоящей Конвенции, Международное бюро и Генеральный Директор функционируют также в качестве Объединенных международных бюро по охране промышленной, литературной и художественной собственности, и их Директора, соответственно.

(b) Персонал, занятый в указанных Бюро на дату вступления в силу настоящей Конвенции, во время переходного периода, упомянутого в подпараграфе (a), считается также занятым в Международном бюро.

(4) (a) Как только все государства-члены Парижского союза становятся членами Организации, права, обязанности и имущество Бюро этого Союза переходят к Международному бюро Организации.

(b) Как только все государства-члены Бернского союза становятся членами Организации, права, обязанности и имущество Бюро этого Союза переходят к Международному бюро Организации.

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

СОВЕРШЕНО в Стокгольме четырнадцатого июля тысяча девятьсот шестьдесят седьмого года.

POUR L'AFGHANISTAN:
FOR AFGHANISTAN:
POR EL AFGANISTÁN
ЗА АФГАНИСТАН

POUR L'AFRIQUE DU SUD.
FOR SOUTH AFRICA.
POR SUDÁFRICA:
ЗА ЮЖНУЮ АФРИКУ

(Subject to ratification)
T. Schoeman

POUR L'ALBANIE:
FOR ALBANIA
POR ALBANIA·
ЗА АЛБАНИЮ·

POUR L'ALGÉRIE:
FOR ALGERIA·
POR ARGELIA·
ЗА АЛЖИР·

(Sous reserve de ratification)
A. Hacene

POUR L'ARABIE SAOUDITE
FOR SAUDI ARABIA.
POR ARABIA SAUDITA.
ЗА САУДОВСКУЮ АРАВИЮ·

POUR L'ARGENTINE:
FOR ARGENTINA
POR LA ARGENTINA·
ЗА АРГЕНТИНУ

POUR L'AUSTRALIE·
FOR AUSTRALIA
POR AUSTRALIA.
ЗА АВСТРАЛИЮ·

POUR L'AUTRICHE:
FOR AUSTRIA
POR AUSTRIA:
ЗА АВСТРИЮ·

(Sous réserve de ratification)
Gottfried H. Thaler
Dr. Robert Dittrich

POUR LA BARBADE:
FOR BARBADOS.
POR BARBADOS
ЗА БАРБАДОС:

POUR LA BELGIQUE:
FOR BELGIUM:
POR BÉLGICA.
ЗА БЕЛЬГИЮ:

(Sous réserve de ratification)
Bon F. Cogels

POUR LA BIRMANIE:
FOR BURMA
POR BIRMANIA:
ЗА БИРМУ

POUR LA BOLIVIE:
FOR BOLIVIA·
POR BOLIVIA·
ЗА БОЛИВИЮ·

POUR LE BOTSWANA:
FOR BOTSWANA
POR BOTSWANA.
ЗА БОТСВАНУ

POUR LE BRÉSIL:
FOR BRAZIL
POR EL BRASIL
ЗА БРАЗИЛИЮ·

POUR LA BULGARIE:
FOR BULGARIA
POR BULGARIA.
ЗА БОЛГАРИЮ·

(Sous réserve de ratification)

V. Chivarov

POUR LE BURUNDI:
FOR BURUNDI·
POR BURUNDI·
ЗА БУРУНДИ.

POUR LE CAMBODGE·
FOR CAMBODIA:
POR CAMBOYA·
ЗА КАМБОДЖУ

POUR LE CAMEROUN:
FOR CAMEROON:
POR CAMERÚN·
ЗА КАМЕРУН

(Sous réserve de ratification)
D. Ekani

POUR LE CANADA:
FOR CANADA:
POR CANADÁ
ЗА КАНАДУ

POUR CEYLAN.
FOR CEYLON.
POR CEILÁN:
ЗА ЦЕЙЛОН·

POUR LE CHILI:
FOR CHILE:
POR CHILE.
ЗА ЧИЛИ.

POUR CHYPRE:
FOR CYPRUS:
POR CHIPRE:
ЗА КИПР·

POUR LA COLOMBIE:
FOR COLOMBIA.
POR COLOMBIA·
ЗА КОЛУМБИЮ·

POUR LE CONGO (BRAZZAVILLE):
FOR THE CONGO (BRAZZAVILLE):
POR EL CONGO (BRAZZAVILLE):
ЗА КОНГО (БРАЗЗАВИЛЬ):

POUR LE CONGO (RÉPUBLIQUE DÉMOCRATIQUE DU):
FOR THE CONGO (DEMOCRATIC REPUBLIC OF):
POR EL CONGO (REPÚBLICA DEMOCRÁTICA DEL).
ЗА ДЕМОКРАТИЧЕСКУЮ РЕСПУБЛИКУ КОНГО:

(Sous réserve de ratification)
G. Mulenda

TIAS 6932

POUR LE COSTA RICA:
FOR COSTA RICA:
POR COSTA RICA:
ЗА КОСТА-РИКУ:

POUR LA CÔTE D'IVOIRE:
FOR THE IVORY COAST:
POR LA COSTA DE MARFIL:
ЗА БЕРЕГ СЛОНОВОЙ КОСТИ:

(Sous réserve de ratification)
Bile

POUR CUBA:
FOR CUBA:
POR CUBA:
ЗА КУБУ:

POUR LE DAHOMEY:
FOR DAHOMEY:
POR EL DAHOMEY:
ЗА ДАГОМЕЮ:

POUR LE DANEMARK:
FOR DENMARK:
POR DINAMARCA:
ЗА ДАНИЮ:

(Sous réserve de ratification)
J. Paludan

TIAS 6932

POUR EL SALVADOR:
FOR EL SALVADOR:
POR EL SALVADOR:
ЗА САЛЬВАДОР:

POUR L'ÉQUATEUR:
FOR ECUADOR:
POR EL ECUADOR:
ЗА ЭКВАДОР:

(Sujeto a ratificación)
E. Sanchez

POUR L'ESPAGNE:
FOR SPAIN:
POR ESPAÑA:
ЗА ИСПАНИЮ:

(Ad referendum)
J. F. Alcover
Electo J. Garcia Tejedor

POUR LES ÉTATS-UNIS D'AMÉRIQUE:
FOR THE UNITED STATES OF AMERICA:
POR LOS ESTADOS UNIDOS DE AMÉRICA:
ЗА СОЕДИНЕННЫЕ ШТАТЫ АМЕРИКИ:

(Subject to ratification)
Eugene M. Braderman

POUR L'ÉTHIOPIE:
FOR ETHIOPIA:
POR ETIOPÍA:
ЗА ЭФИОПИЮ:

POUR LA FINLANDE:
FOR FINLAND:
POR FINLANDIA:
ЗА ФИНЛЯНДИЮ:

(Subject to ratification)
Paul Gustafsson

POUR LA FRANCE:
FOR FRANCE:
POR FRANCIA:
ЗА ФРАНЦИЮ:

(Sous réserve de ratification)
B. de Menthon

POUR LE GABON:
FOR GABON:
POR EL GABÓN:
ЗА ГАБОН:

(Sous réserve de ratification)
J. F. Oyoué

POUR LA GAMBIE:
FOR GAMBIA:
POR GAMBIA:
ЗА ГАМБИЮ:

POUR LE GHANA:
FOR GHANA:
POR GHANA:
ЗА ГАНУ:

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POUR LA GRÈCE:
FOR GREECE:
POR GRECIA:
ЗА ГРЕЦИЮ:

(Ad referendum)
J. A. Dracoulis

POUR LE GUATEMALA:
FOR GUATEMALA:
POR GUATEMALA:
ЗА ГВАТЕМАЛУ:

POUR LA GUINÉE:
FOR GUINEA:
POR GUINEA:
ЗА ГВИНЕЮ:

POUR LA GUYANE:
FOR GUYANA:
POR GUYANA:
ЗА ГВИАНУ:

POUR HAÏTI:
FOR HAITI:
POR HAITÍ:
ЗА ГАИТИ:

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

POUR LE HONDURAS:
FOR HONDURAS:
POR HONDURAS:
ЗА ГОНДУРАС:

POUR LA HONGRIE:
FOR HUNGARY:
POR HUNGRÍA:
ЗА ВЕНГРИЮ:

(Subject to ratification)
Esztergályos

POUR LES ÎLES MALDIVES:
FOR THE MALDIVE ISLANDS:
POR LAS ISLAS MALDIVAS:
ЗА МАЛЬДИВСКИЕ ОСТРОВА:

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

POUR L'INDONÉSIE:
FOR INDONESIA:
POR INDONESIA:
ЗА ИНДОНЕЗИЮ:

(Subject to ratification)
Ibrahim Jasin

POUR L'IRAK:
FOR IRAQ:
POR EL IRAK:
ЗА ИРАК:

POUR L'IRAN:
FOR IRAN:
POR EL IRÁN:
ЗА ИРАН:

(Sous réserve de ratification)
A. Daraï

POUR L'IRLANDE:
FOR IRELAND:
POR IRLANDA:
ЗА ИРЛАНДИЮ:

Valentin Iremonger

POUR L'ISLANDE:
FOR ICELAND:
POR ISLANDIA:
ЗА ИСЛАНДИЮ:

(Subject to ratification)
Arni Tryggvason

POUR ISRAËL:
FOR ISRAEL:
POR ISRAEL:
ЗА ИЗРАИЛЬ:

(Subject to ratification)
G. Gavrieli
Z. Sher

POUR L'ITALIE:
FOR ITALY:
POR ITALIA:
ЗА ИТАЛИЮ:

(Sous réserve de ratification)
Cippico
Giorgio Ranzi

POUR LA JAMAÏQUE:
FOR JAMAICA:
POR JAMAICA:
ЗА ЯМАЙКУ:

POUR LE JAPON:
FOR JAPAN:
POR EL JAPÓN:
ЗА ЯПОНИЮ:

(Subject to ratification)
M. Takahashi
C. Kawade
K. Adachi

POUR LA JORDANIE:
FOR JORDAN:
POR JORDANIA:
ЗА ИОРДАНИЮ:

POUR LE KENYA:
FOR KENYA:
POR KENIA
ЗА КЕНИЮ·

(Subject to ratification)
M. K. Mwendwa

POUR LE KOWEÏT:
FOR KUWAIT.
POR KUWAIT
ЗА КУВЕЙТ

POUR LE LAOS:
FOR LAOS
POR LAOS
ЗА ЛАОС.

POUR LE LESOTHO.
FOR LESOTHO.
POR LESOTHO
ЗА ЛЕСОТО·

POUR LE LIBAN
FOR LEBANON
POR EL LÍBANO
ЗА ЛИВАН:

POUR LE LIBÉRIA:
FOR LIBERIA
POR LIBERIA.
ЗА ЛИБЕРИЮ·

POUR LA LIBYE
FOR LIBYA·
POR LIBIA
ЗА ЛИВИЮ·

POUR LE LIECHTENSTEIN.
FOR LIECHTENSTEIN·
POR LIECHTENSTEIN
ЗА ЛИХТЕНШТЕЙН.

(Subject to ratification)
Marianne Marxer

POUR LE LUXEMBOURG.
FOR LUXEMBOURG
POR LUXEMBURGO
ЗА ЛЮКСЕМБУРГ·

(Sous réserve de ratification)
J. P. Hoffmann

POUR MADAGASCAR
FOR MADAGASCAR.
POR MADAGASCAR·
ЗА МАДАГАСКАР·

(Sous réserve de ratification)
Ratovondriaka

TIAS 6932

POUR LA MALAISIE
FOR MALAYSIA
POR MALASIA
ЗА МАЛАЙСКУЮ ФЕДЕРАЦИЮ:

POUR LE MALAWI·
FOR MALAWI
POR MALAWI.
ЗА МАЛАВИ.

POUR LE MALI:
FOR MALI
POR MALÍ
ЗА МАЛИ

POUR MALTE.
FOR MALTA·
POR MALTA
ЗА МАЛЬТУ

POUR LE MAROC.
FOR MOROCCO.
POR MARRUECOS
ЗА МАРОККО·

(Sous réserve de ratification)
H'ssaine

POUR LA MAURITANIE.
FOR MAURITANIA
POR MAURITANIA
ЗА МАВРИТАНИЮ·

POUR LE MEXIQUE.
FOR MEXICO
POR MÉXICO·
ЗА МЕКСИКУ

(Bajo reservo de ratificación)
E. Rojas y Benavides

POUR MONACO
FOR MONACO
POR MÓNACO.
ЗА МОНАКО·

(Sous réserve de ratification)
J. M. Notari

POUR LA MONGOLIE
FOR MONGOLIA.
POR MONGOLIA
ЗА МОНГОЛИЮ·

POUR LE NÉPAL:
FOR NEPAL:
POR NEPAL:
ЗА НЕПАЛ.

POUR LE NICARAGUA:
FOR NICARAGUA:
POR NICARAGUA.
ЗА НИКАРАГУА.

POUR LE NIGER:
FOR NIGER
POR EL NÍGER
ЗА НИГЕР·

(Sous réserve de ratification)
A. Wright

POUR LE NIGERIA:
FOR NIGERIA
POR NIGERIA
ЗА НИГЕРИЮ·

POUR LA NORVÈGE:
FOR NORWAY
POR NORUEGA
ЗА НОРВЕГИЮ·

(Subject to ratification)
Jens Evensen
B. Stuevold Lassen

POUR LA NOUVELLE-ZÉLANDE
FOR NEW ZEALAND
POR NUEVA ZELANDIA.
ЗА НОВУЮ ЗЕЛАНДИЮ·

POUR L'OUGANDA.
FOR UGANDA
POR UGANDA·
ЗА УГАНДУ

POUR LE PAKISTAN·
FOR PAKISTAN
POR EL PAKISTÁN:
ЗА ПАКИСТАН.

POUR LE PANAMA:
FOR PANAMA:
POR PANAMÁ
ЗА ПАНАМУ.

POUR LE PARAGUAY·
FOR PARAGUAY
POR EL PARAGUAY.
ЗА ПАРАГВАЙ

POUR LES PAYS-BAS·
FOR THE NETHERLANDS
POR LOS PAÍSES BAJOS·
ЗА НИДЕРЛАНДЫ.

(Sous réserve de ratification)
Gerbrandy
W. G. Belinfante

TIAS 6932

POUR LE PÉROU:
FOR PERU
POR EL PERÚ.
ЗА ПЕРУ

(Ad referendum)
J. Fernandez Dávila

POUR LES PHILIPPINES.
FOR THE PHILIPPINES.
POR FILIPINAS.
ЗА ФИЛИППИНЫ

(Subject to ratification)
Lauro Baja

POUR LA POLOGNE.
FOR POLAND
POR POLONIA
ЗА ПОЛЬШУ

(Sous reserve de ratification)
M. Kajzer

POUR LE PORTUGAL.
FOR PORTUGAL
POR PORTUGAL.
ЗА ПОРТУГАЛИЮ·

(Sous reserve de ratification)
Adriano de Carvalho
José de Oliveira Ascensão
Ruy Álvaro Costa de Morais Serrão

POUR LA RÉPUBLIQUE ARABE UNIE
FOR THE UNITED ARAB REPUBLIC·
POR LA REPÚBLICA ARABE UNIDA.
ЗА ОБЪЕДИНЕННУЮ АРАБСКУЮ РЕСПУБЛИКУ·

POUR LA RÉPUBLIQUE CENTRAFRICAINE
FOR THE CENTRAL AFRICAN REPUBLIC
POR LA REPÚBLICA CENTROAFRICANA.
ЗА ЦЕНТРАЛЬНОАФРИКАНСКУЮ РЕСПУБЛИКУ

(Sous reserve de ratification)

L. P Gamba

POUR LA RÉPUBLIQUE DE CORÉE:
FOR THE REPUBLIC OF KOREA
POR LA REPÚBLICA DE COREA.
ЗА КОРЕЙСКУЮ РЕСПУБЛИКУ

POUR LA RÉPUBLIQUE DOMINICAINE
FOR THE DOMINICAN REPUBLIC
POR LA REPÚBLICA DOMINICANA:
ЗА ДОМИНИКАНСКУЮ РЕСПУБЛИКУ

POUR LA RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE
FOR THE FEDERAL REPUBLIC OF GERMANY
POR LA REPÚBLICA FEDERAL DE ALEMANIA
ЗА ФЕДЕРАТИВНУЮ РЕСПУБЛИКУ ГЕРМАНИИ:

(Sous réserve de ratification)

Kurt Haertel

Eugen Ulmer

POUR LA RÉPUBLIQUE SOCIALISTE SOVIÉTIQUE
DE BIÉLORUSSIE

FOR THE BYELORUSSIAN SOVIET SOCIALIST
REPUBLIC

POR LA REPÚBLICA SOCIALISTA SOVIÉTICA
DE BIELORRUSIA.

ЗА БЕЛОРУССКУЮ СОВЕТСКУЮ
СОЦИАЛИСТИЧЕСКУЮ РЕСПУБЛИКУ.

Конвенция подлежит дальнейшей ратификации.

Мальцев.

POUR LA RÉPUBLIQUE SOCIALISTE SOVIÉTIQUE
D'UKRAINE

FOR THE UKRAINIAN SOVIET SOCIALIST REPUBLIC

POR LA REPÚBLICA SOCIALISTA SOVIÉTICA
DE UCRANIA

ЗА УКРАИНСКУЮ СОВЕТСКУЮ
СОЦИАЛИСТИЧЕСКУЮ РЕСПУБЛИКУ

Конвенция подлежит последующей ратификации Президиумом Верховного Совета Украинской Советской Социалистической Республики.

Мальцев.

POUR LA RÉPUBLIQUE UNIE DE TANZANIE:
FOR THE UNITED REPUBLIC OF TANZANIA:
POR LA REPÚBLICA UNIDA DE TANZANIA
ЗА ОБЪЕДИНЕННУЮ РЕСПУБЛИКУ ТАНЗАНИЯ.

POUR LA RÉPUBLIQUE DU VIET-NAM:
FOR THE REPUBLIC OF VIET-NAM:
POR LA REPÚBLICA DE VIET-NAM
ЗА РЕСПУБЛИКУ ВЬЕТНАМ.

POUR LA ROUMANIE:
FOR ROMANIA
POR RUMANIA:
ЗА РУМЫНИЮ·

(Sous réserve de ratification)
C. Stanescu
L. Marinete
T. Preda

POUR LE ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD
FOR THE UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND
POR EL REINO UNIDO DE GRAN BRETAÑA
E IRLANDA DEL NORTE
ЗА СОЕДИНЕННОЕ КОРОЛЕВСТВО
ВЕЛИКОБРИТАНИИ И СЕВЕРНОЙ ИРЛАНДИИ.

(Subject to ratification)
Gordon Grant
William Wallace

POUR LE RWANDA:
FOR RWANDA.
POR RWANDA·
ЗА РУАНДУ.

POUR SAINT-MARIN·
FOR SAN MARINO:
POR SAN MARINO:
ЗА САН-МАРИНО:

POUR LE SAINT-SIÈGE:
FOR THE HOLY SEE
POR LA SANTA SEDE
ЗА ВАТИКАН

(Sous réserve de ratification)
Gunnar Sterner

POUR LE SAMOA OCCIDENTAL:
FOR WESTERN SAMOA:
POR SAMOA OCCIDENTAL:
ЗА ЗАПАДНОЕ САМОА.

POUR LE SÉNÉGAL:
FOR SENEGAL
POR SENEGAL.
ЗА СЕНЕГАЛ:

(Sous reserve de ratification)
A. Seck

POUR LE SIERRA LEONE
FOR SIERRA LEONE
POR SIERRA LEONA,
ЗА СЬЕРРА-ЛЕОНЕ.

POUR SINGAPOUR.
FOR SINGAPORE:
POR SINGAPUR.
ЗА СИНГАПУР·

POUR LA SOMALIE.
FOR SOMALIA:
POR SOMALIA:
ЗА СОМАЛИ:

POUR LE SOUDAN:
FOR THE SUDAN:
POR EL SUDÁN:
ЗА СУДАН

POUR LA SUÈDE:
FOR SWEDEN:
POR SUECIA:
ЗА ШВЕЦИЮ·

(Sous réserve de ratification)
Herman Kling

POUR LA SUISSE
FOR SWITZERLAND.
POR SUIZA·
ЗА ШВЕЙЦАРИЮ·

(Sous réserve de ratification)
Hans Morf
Joseph Voyame

POUR LA SYRIE.
FOR SYRIA:
POR SIRIA:
ЗА СИРИЮ·

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POUR LE TCHAD
FOR CHAD
POR EL CHAD
ЗА ЧАД.

POUR LA TCHÉCOSLOVAQUIE
FOR CZECHOSLOVAKIA:
POR CHECOSLOVAQUIA:
ЗА ЧЕХОСЛОВАКИЮ·

POUR LA THAÏLANDE·
FOR THAILAND:
POR TAILANDIA:
ЗА ТАИЛАНД,

POUR LE TOGO
FOR TOGO
POR EL TOGO·
ЗА ТОГО:

POUR LA TRINITÉ ET TOBAGO
FOR TRINIDAD AND TOBAGO.
POR TRINIDAD Y TABAGO
ЗА ТРИНИДАД И ТОБАГО·

POUR LA TUNISIE:
FOR TUNISIA:
POR TÚNEZ.
ЗА ТУНИС.

(Sous réserve de ratification)
M. Kedadi

POUR LA TURQUIE·
FOR TURKEY
POR TURQUÍA.
ЗА ТУРЦИЮ·

POUR L'UNION DES RÉPUBLIQUES SOCIALISTES SOVIÉTIQUES
FOR THE UNION OF SOVIET SOCIALIST REPUBLICS.
POR LA UNIÓN DE REPÚBLICAS SOCIALISTAS SOVIÉTICAS
ЗА СОЮЗ СОВЕТСКИХ СОЦИАЛИСТИЧЕСКИХ РЕСПУБЛИК.

Указанная Конвенция подлежит последующей ратификации Союзом Советских Социалистических Республик.

Мальцев.

POUR L'URUGUAY.
FOR URUGUAY.
POR EL URUGUAY·
ЗА УРУГВАЙ.

POUR LE VENEZUELA:
FOR VENEZUELA.
POR VENEZUELA
ЗА ВЕНЕСУЭЛУ

POUR LA YOUGOSLAVIE:
FOR YUGOSLAVIA:
POR YUGOSLAVIA:
ЗА ЮГОСЛАВИЮ·

(Sous réserve de ratification)
A. Jelić

POUR LA ZAMBIE:
FOR ZAMBIA.
POR ZAMBIA:
ЗА ЗАМБИЮ·

NOTE

Convention instituant l'Organisation Mondiale de la Propriété Intellectuelle

Lors de l'impression du texte qui precède, il a été procédé à quelques ajustements d'ordre formel. Les différences par rapport à l'original déposé auprès du Gouvernement de la Suède sont les suivantes:

Texte françois: article 2. iv), page 8, deuxième ligne, l'original comporte une virgule apres le mot «artistiques».

Texte anglais: article 4 (i), page 28, dernière ligne, le mot «legislation» est au pluriel sur l'original.

Texte espagnol: article 6, 3) *f)*, page 51, l'original comporte avant les mots «las Naciones Unidas» les mots «la Organización de».

Par ailleurs, en ce qui concerne *les signatures*, il y a lieu de noter que figurent sur l'original:

— page 89, sous la signature « V Chivarov », les mots suivants: « 11.I.1968 g. Sous reserve de ratification. La République Populaire de Bulgarie fait une déclaration sur la redaction de l'art. 5 de la Convention exprimee dans la note verbale sub. N° 31 du 11 janvier de l'Ambassade de Bulgarie à Stockholm presentee au Ministère des Affaires Etrangères du Royaume de Suède ».

— page 96, après la signature « Esztergályos », la date suivante: « 12/1/1968 ».

— page 97, sous la signature « Ibrahim Jasin », la date suivante: « 12th January 1968 ».

— page 97, sous la signature « Valentin Iremonger », la date suivante: 12 January 1968 ».

— page 105, sous la signature « M. Kajzer », les mots suivants: « 10 janvier 1968. Sous reserve de ratification ulterieure et avec la déclaration faite dans la note du 10 janvier 1968 de l'Ambassade de la République Populaire de Pologne a Stockholm ».

— page 107, après la signature « Maltsev », la date suivante: « 16.XI.1967 g. ».

— page 107, après la signature « Maltsev », la date suivante: « 16.XI.1967 g. ».

— page 112, avant la signature « Maltsev », la date suivante: « 12.X.67 g. ».

NOTE

Convention Establishing the World Intellectual Property Organization

During the printing of the preceding text, some formal adjustments have been made. The differences, as compared with the original deposited with the Government of Sweden, are as follows:

French Text: Article 2. iv), page 8, line 2, the original contains a comma after the word " artistiques "

English Text: Article 4 (i), page 28, last line, the word " legislation " is in the plural in the original.

Spanish Text: Article 6. 3) *f)*, page 51, the original contains the words " la Organización de " before the words " las Naciones Unidas"

Furthermore, as concerns *the signatures*, the following words appear in the original:

— page 89, after the signature " V Chivarov ". " 11.I.1968 g. Sous reserve de ratification. La Republique Populaire de Bulgarie fait une déclaration sur la redaction de l'art. 5 de la Convention exprimee dans la note verbale sub. N° 31 du 11 janvier de l'Ambassade de Bulgarie a Stockholm presentee au Ministere des Affaires Etrangeres du Royaume de Suede "

— page 96, after the signature " Esztergályos ". " 12/1/1968 "

— page 97, after the signature " Ibrahim Jasin ". " 12th January 1968 "

— page 97, after the signature " Valentin Iremonger ". " 12 January 1968 "

— page 105, after the signature " M. Kajzer ". " 10 janvier 1968. Sous reserve de ratification ulterieure et avec la déclaration faite dans la note dn 10 janvier 1968 de l'Ambassade de la République Populaire de Pologne a Stockholm "

— page 107, after the signature " Maltsev ". " 16.XI.1967 g. "

— page 107, after the signature " Maltsev ". " 16.XI.1967 g. "

— page 112, before the signature " Maltsev ". " 12.X.67 g. "

I hereby certify that the foregoing text is a true copy of the Convention establishing the World Intellectual Property Organization, adopted at the Intellectual Property Conference of Stockholm, 1967, and opened for signature at Stockholm on July 14, 1967, the original of which is deposited with the Government of Sweden.

Je certifie que le texte qui précède est la copie conforme de la Convention instituant l'Organisation Mondiale de la Propriété Intellectuelle adoptée à la Conférence de Stockholm de la Propriété Intellectuelle, 1967, ouverte à la signature à Stockholm le 14 juillet 1967, et dont l'original est déposé auprès du Gouvernement de la Suède.

Wilhelm Carlgren

Head of the Archives
Royal Ministry for Foreign Affairs,
Stockholm

January 14, 1968

Directeur des Archives
Ministère Royal des Affaires étrangères,
Stockholm

14 janvier 1968

The Senate of the United States of America by its resolution of February 28, 1970, two-thirds of the Senators present concurring, gave its advice and consent to ratification of the Convention, and the Convention was ratified by the President of the United States of America on May 4, 1970;

The United States of America deposited its instrument of ratification of the Convention on May 25, 1970, in accordance with the provisions of Article 14(3) of the Convention;

Pursuant to the provisions of Article 15(1) of the Convention, the Convention entered into force initially on April 26, 1970 and will enter into force for the United States of America on August 25, 1970, three months after the deposit of its instrument of ratification;

Now, THEREFORE, I, Richard Nixon, President of the United States of America, proclaim and make public the Convention to the end that it shall be observed and fulfilled with good faith on and after August 25, 1970 by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this twelfth day of August in the year of our Lord one thousand nine hundred seventy and [SEAL] of the Independence of the United States of America the one hundred ninety-fifth.

RICHARD NIXON

By the President:
WILLIAM P ROGERS
Secretary of State

MULTILATERAL

International Hydrographic Organization

Convention done at Monaco May 3, 1967;
Signed on behalf of the United States of America at Paris September 13, 1967;
Ratification advised by the Senate of the United States of America May 13, 1968;
Ratified by the President of the United States of America May 17, 1968;
Ratification of the United States of America deposited at Monaco June 10, 1968;
Proclaimed by the President of the United States of America August 18, 1970;
Entered into force September 22, 1970.
With Regulations.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Convention on the International Hydrographic Organization, was opened for signature at Monaco on May 3, 1967 and subsequently at the Legation of the Principality of Monaco in Paris, and was signed for the United States of America at Paris on September 13, 1967, subject to ratification;

The text of that Convention, in the English and French languages, is as follows:

CONVENTION

relative à

L'ORGANISATION HYDROGRAPHIQUE INTERNATIONALE

CONVENTION

on the

INTERNATIONAL HYDROGRAPHIC ORGANISATION

CONVENTION

relative à l'Organisation Hydrographique Internationale

Les gouvernements parties à la présente Convention,

CONSIDERANT que le Bureau Hydrographique International a été établi en juin 1921, pour contribuer à rendre la navigation plus facile et plus sûre dans le monde en perfectionnant les cartes marines et les documents nautiques;

DESIREUX de poursuivre sur une base intergouvernementale leur collaboration en matière d'hydrographie;

SONT CONVENUS de ce qui suit :

ARTICLE I

Il est établi par la présente Convention une Organisation Hydrographique Internationale, ci-après appelée l'Organisation, dont le siège se trouve à Monaco.

CONVENTION

on the International Hydrographic Organisation

The Governments Parties to this Convention,

CONSIDERING that the International Hydrographic Bureau was established in June 1921 to contribute to making navigation easier and safer throughout the world by improving nautical charts and documents;

DESIRING to pursue on an intergovernmental basis their cooperation in hydrography;

HAVE AGREED as follows:

ARTICLE I

There is hereby established an International Hydrographic Organisation, hereinafter referred to as the Organisation, the seat of which shall be in Monaco.

ARTICLE II

L'Organisation a un caractère consultatif et purement technique. Elle a pour but d'assurer :

a) La coordination des activités des services hydrographiques nationaux;

b) La plus grande uniformité possible dans les cartes et documents nautiques;

c) L'adoption de méthodes sûres et efficaces pour l'exécution et l'exploitation des levés hydrographiques;

d) Le progrès des sciences relatives à l'hydrographie et des techniques utilisées pour les levés océanographiques.

ARTICLE III

Sont membres de l'Organisation les gouvernements parties à la présente Convention.

ARTICLE IV

L'Organisation comprend :

- la Conférence Hydrographique Internationale, ci-après appelée la Conférence;

- le Bureau Hydrographique International ci-après appelé le Bureau, dirigé par le Comité de direction.

ARTICLE II

The Organisation shall have a consultative and purely technical nature. It shall be the object of the Organisation to bring about :

(a) The coordination of the activities of national hydrographic offices ;

(b) The greatest possible uniformity in nautical charts and documents ;

(c) The adoption of reliable and efficient methods of carrying out and exploiting hydrographic surveys ;

(d) The development of the sciences in the field of hydrography and the techniques employed in descriptive oceanography.

ARTICLE III

The Members of the Organisation are the Governments Parties to this Convention.

ARTICLE IV

The Organisation shall comprise :

- The International Hydrographic Conference, hereinafter referred to as the Conference;

- The International Hydrographic Bureau, hereinafter referred to as the Bureau, administered by the Directing Committee.

ARTICLE V

La Conférence a pour attributions :

a) de donner des directives générales sur le fonctionnement et les travaux de l'Organisation;

b) de procéder à l'élection des membres du Comité de direction et de son Président,

c) d'examiner les rapports qui lui sont présentés par le Bureau;

d) de se prononcer sur toutes propositions d'ordre technique ou administratif présentées par les gouvernements membres ou par le Bureau;

e) d'approuver le budget à la majorité des deux tiers des gouvernements membres représentés à la Conférence;

f) d'adopter à la majorité des deux tiers des gouvernements membres les modifications au règlement général et au règlement financier;

g) d'adopter à la majorité prévue au paragraphe précédent tous autres règlements particuliers dont l'établissement s'avèrerait nécessaire, notamment le statut des directeurs et du personnel du Bureau.

ARTICLE VI

1. La Conférence se compose des représentants des gouvernements membres. Elle se réunit en session ordinaire tous les cinq ans. Elle peut être réunie en session extraordinaire à la requête d'un gouvernement membre ou du Bureau sous réserve de l'approbation de la majorité des gouvernements membres.

ARTICLE V

The functions of the Conference shall be :

(a) To give general directives on the functioning and work of the Organisation ;

(b) To elect the members of the Directing Committee and its President ;

(c) To examine the reports submitted to it by the Bureau ;

(d) To make decisions in respect of all proposals of a technical or administrative nature submitted by the Member Governments or by the Bureau ;

(e) To approve the budget by a majority of two thirds of the Member Governments represented at the Conference ;

(f) To adopt, by a two thirds majority of the Member Governments, amendments to the General Regulations and Financial Regulations ;

(g) To adopt, by the majority prescribed in the preceding paragraph, any other particular regulations that may prove to be necessary, notably on the status of the directors and staff of the Bureau.

ARTICLE VI

1. The Conference shall be composed of representatives of the Member Governments. It shall meet in ordinary session every five years. An extraordinary session of the Conference may be held at the request of a Member Government or of the Bureau, subject to approval by the majority of the Member Governments.

2. La Conférence est convoquée par le Bureau au moins six mois à l'avance. Un ordre du jour provisoire est annexé à la convocation.

3. La Conférence élit son président et un vice-président.

4. Chaque gouvernement membre dispose d'une voix. Toutefois dans les votes concernant les questions visées à l'article V (b), chaque gouvernement membre dispose d'un nombre de voix déterminé par un barème établi en fonction du tonnage de ses flottes.

5. Les décisions de la Conférence sont prises à la majorité simple des gouvernements membres qui y sont représentés, sauf lorsque la Convention prévoit d'autres dispositions à ce sujet. Lorsque les votes sont également partagés, le Président a le pouvoir de prendre une décision. En cas de résolution à insérer dans le répertoire des résolutions techniques, la majorité devra comprendre en tout état de cause les votes affirmatifs d'au moins un tiers des gouvernements membres.

6. Dans l'intervalle des sessions de la Conférence, le Bureau peut consulter les gouvernements membres par correspondance sur des questions concernant le fonctionnement technique de l'Organisation. La procédure de vote sera conforme aux dispositions du paragraphe 5 du présent article, la majorité étant calculée, dans ce cas, sur la base de la totalité des membres de l'organisation.

7. La Conférence constitue ses propres commissions, y compris la commission des finances mentionnée à l'article VII.

ARTICLE VII

1. Le contrôle de la gestion financière de l'Organisation est assurée par une Commission des finances où chaque gouvernement membre peut se faire représenter par un délégué.

2. La Commission se réunit à l'occasion des sessions de la Conférence. Elle peut être réunie en session extraordinaire.

2. The Conference shall be convened by the Bureau on at least six months' notice. A provisional agenda shall be submitted with the notice.

3. The Conference shall elect its President and Vice-President.

4. Each Member Government shall have one vote. However, for the voting on the questions referred to in Article V (b), each Member Government shall have a number of votes determined by a scale established in relation to the tonnage of its fleets.

5. Conference decisions shall be taken by a simple majority of the Member Governments represented at the Conference, except where this Convention provides otherwise. When voting for or against is evenly divided, the President of the Conference shall be empowered to make a decision. In the case of resolutions to be inserted in the Repertory of Technical Resolutions, the majority shall in any event include the affirmative votes of not less than one third of the Member Governments.

6. Between sessions of the Conference the Bureau may consult the Member Governments by correspondence on questions concerning the technical functioning of the Organisation. The voting procedure shall conform to that provided for in paragraph 5 of this Article, the majority being calculated in this case on the basis of the total membership of the Organisation.

7. The Conference shall constitute its own Committees, including the Finance Committee referred to in Article VII.

ARTICLE VII

1. The supervision of the financial administration of the Organisation shall be exercised by a Finance Committee on which each Member Government may be represented by one delegate.

2. The Committee shall meet during sessions of the Conference. It may meet in extraordinary session.

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ARTICLE VIII

Pour la réalisation des objectifs définis à l'article II, le Bureau est notamment chargé :

a) d'assurer une liaison étroite et permanente entre les services hydrographiques nationaux;

b) d'étudier toute question ayant trait à l'hydrographie ainsi qu'aux sciences et techniques qui s'y rapportent et de recueillir les documents nécessaires;

c) de favoriser l'échange de cartes et documents nautiques entre les services hydrographiques des gouvernements membres;

d) de diffuser toute documentation utile;

e) de donner tous avis et conseils qui lui seront demandés, notamment aux pays dont les services hydrographiques sont en cours de création ou de développement;

f) d'encourager la coordination des levés hydrographiques avec les activités océanographiques qui s'y rapportent;

g) d'étendre et de faciliter l'application des connaissances océanographiques dans l'intérêt des navigateurs;

h) de coopérer avec les organisations internationales et les institutions scientifiques qui ont des objectifs apparentés.

ARTICLE IX

Le Bureau se compose du Comité de Direction et du personnel technique et administratif nécessaire à l'Organisation.

ARTICLE VIII

For the fulfilment of the objects defined in Article II it shall be the responsibility of the Bureau, in particular :

(a) To bring about a close and permanent association between national hydrographic offices ;

(b) To study any matters relating to hydrography and the allied sciences and techniques, and to collect the necessary papers ;

(c) To further the exchange of nautical charts and documents between hydrographic offices of Member Governments ;

(d) To circulate the appropriate documents ;

(e) To tender guidance and advice upon request, in particular to countries engaged in setting up or expanding their hydrographic service;

(f) To encourage coordination of hydrographic surveys with relevant oceanographic activities ;

(g) To extend and facilitate the application of oceanographic knowledge for the benefit of navigators ;

(h) To cooperate with international organisations and scientific institutions which have related objectives.

ARTICLE IX

The Bureau shall be composed of the Directing Committee and the technical and administrative staff required by the Organisation.

ARTICLE X

1. Le Comité de direction administre le Bureau conformément aux dispositions de la présente Convention et de ses règlements et aux directives données par la Conférence.

2. Le Comité de direction se compose de trois membres de nationalités différentes désignés par la Conférence qui élit ensuite l'un d'entre eux pour exercer les fonctions de Président du Comité. Le mandat du Comité de direction est de cinq ans. Si un poste de directeur devient vacant dans l'intervalle de deux conférences, une élection peut avoir lieu par correspondance dans les conditions prévues par le Règlement général.

3. Le Président du Comité de direction représente l'Organisation.

ARTICLE XI

Les modalités de fonctionnement de l'Organisation sont définies par le Règlement général et le Règlement financier qui sont annexés à la présente Convention mais qui n'en sont pas partie intégrante.

ARTICLE XII

Les langues officielles de l'Organisation sont le français et l'anglais.

ARTICLE XIII

L'Organisation possède la personnalité juridique. Elle jouit sur le territoire de chacun de ses membres, et sous réserve de l'accord du gouvernement membre intéressé, des privilèges et immunités qui lui sont nécessaires pour l'exercice de ses fonctions et la poursuite de ses objectifs.

ARTICLE X

1. The Directing Committee shall administer the Bureau in accordance with the provisions of this Convention and the Regulations and with directives given by the Conference.

2. The Directing Committee shall be composed of three members of different nationality elected by the Conference, which shall further elect one of them to fill the office of President of the Committee. The term of office of the Directing Committee shall be five years. If a post of director falls vacant during the period between two Conferences, a by-election may be held by correspondence as provided for in the General Regulations.

3. The President of the Directing Committee shall represent the Organisation.

ARTICLE XI

The functioning of the Organization shall be set forth in detail in the General Regulations and Financial Regulations, which are annexed to this Convention but do not form an integral part thereof.

ARTICLE XII

The official languages of the Organisation shall be English and French.

ARTICLE XIII

The Organisation shall have juridical personality. In the territory of each of its Members it shall enjoy, subject to agreement with the Member Government concerned, such privileges and immunities as may be necessary for the exercise of its functions and the fulfilment of its object.

ARTICLE XIV

Les dépenses nécessaires au fonctionnement de l'Organisation sont couvertes :

a) par les contributions ordinaires annuelles des gouvernements membres, selon un barème fondé sur le tonnage de leurs flottes;

b) par les dons, legs, subventions et autres ressources, après approbation par la Commission des finances.

ARTICLE XV

Tout gouvernement membre qui est en retard de deux ans dans le versement de ses contributions, est privé des avantages et prérogatives accordés aux gouvernements membres par la Convention et par les Règlements, jusqu'au versement de ses contributions échues.

ARTICLE XVI

Le budget de l'Organisation est préparé par le Comité de direction, examiné par la Commission des finances et approuvé par la Conférence.

ARTICLE XVII

Tout différend relatif à l'interprétation ou à l'application de la présente Convention qui n'aura pas été résolu par négociation ou par les bons offices du Comité de direction sera, à la requête de l'une des parties au litige, soumis à un arbitre désigné par le président de la Cour Internationale de Justice.

ARTICLE XIV

The expenses necessary for the functioning of the Organisation shall be met :

(a) From the ordinary annual contributions of Member Governments in accordance with a scale based on the tonnage of their fleets ;

(b) From donations, bequests, subventions and other sources, with the approval of the Finance Committee.

ARTICLE XV

Any Member Government which is two years in arrears in its contributions shall be denied all rights and benefits conferred on Member Governments by the Convention and the Regulations until such time as the outstanding contributions have been paid.

ARTICLE XVI

The budget of the Organisation shall be drafted by the Directing Committee, studied by the Finance Committee and approved by the Conference.

ARTICLE XVII

Any dispute concerning the interpretation or application of this Convention which is not settled by negotiation or by the good offices of the Directing Committee shall, at the request of one of the parties to the dispute, be referred to an arbitrator designated by the President of the International Court of Justice.

ARTICLE XVIII

1. La présente Convention sera ouverte à Monaco le 3 mai 1967, et ensuite à la Légation de la Principauté de Monaco à Paris, du 1er juin 1967 au 31 décembre 1967, à la signature de tout gouvernement qui, à la date du 3 mai 1967, participe aux travaux du Bureau.

2. Les gouvernements mentionnés au paragraphe 1 ci-dessus peuvent devenir parties à la présente Convention :

a) en la signant sans réserve de ratification ou d'approbation, ou

b) en la signant sous réserve de ratification ou d'approbation et en déposant ensuite leur instrument de ratification ou d'approbation.

3. Les instruments de ratification ou d'approbation seront remis à la Légation de la Principauté de Monaco à Paris pour être déposés dans les archives du gouvernement de la Principauté de Monaco.

4. Le Gouvernement de la Principauté de Monaco informe les gouvernements mentionnés au paragraphe 1 ci-dessus et le Président du Comité de direction, de toute signature et de tout dépôt d'instrument de ratification ou d'approbation.

ARTICLE XIX

1. La présente Convention entrera en vigueur trois mois après la date à laquelle vingt-huit gouvernements y seront devenus parties conformément aux dispositions de l'article XVIII paragraphe 2.

2. Le gouvernement de la Principauté de Monaco notifie cette date à tous les gouvernements signataires et au Président du Comité de direction.

ARTICLE XVIII

1. This Convention shall be open in Monaco on 3 May 1967, and subsequently at the Legation of the Principality of Monaco in Paris from 1 June until 31 December 1967, for signature by any Government which participates in the work of the Bureau on 3 May 1967.

2. The Governments referred to in paragraph 1 above may become Parties to the present Convention :

(a) By signature without reservation as to ratification or approval, or

(b) By signature subject to ratification or approval and the subsequent deposit of an instrument of ratification or approval.

3. Instruments of ratification or approval shall be handed to the Legation of the Principality of Monaco in Paris to be deposited in the Archives of the Government of the Principality of Monaco.

4. The Government of the Principality of Monaco shall inform the Governments referred to in paragraph 1 above, and the President of the Directing Committee, of each signature and of each deposit of an instrument of ratification or approval.

ARTICLE XIX

1. This Convention shall enter into force three months after the date on which twenty-eight Governments have become Parties in accordance with the provisions of Article XVIII, paragraph 2.

2. The Government of the Principality of Monaco shall notify this date to all signatory Governments and the President of the Directing Committee.

ARTICLE XX

Après qu'elle sera entrée en vigueur, la présente Convention sera ouverte à l'adhésion du gouvernement de tout Etat maritime qui en fera la demande au gouvernement de la Principauté de Monaco en précisant le tonnage de ses flottes et dont l'admission aura été approuvée par les deux tiers des gouvernements membres. Ladite approbation sera notifiée au gouvernement intéressé par le gouvernement de la Principauté de Monaco. La Convention prendra effet pour le gouvernement dudit Etat à la date à laquelle celui-ci aura déposé son instrument d'adhésion auprès du gouvernement de la Principauté de Monaco qui en informera tous les gouvernements membres et le Président du Comité de direction.

ARTICLE XXI

1. Toute partie contractante peut proposer des modifications à la présente Convention.

2. Les propositions de modification sont examinées par la Conférence qui se prononce à leur égard à la majorité des deux tiers des gouvernements membres représentés à la Conférence. Lorsqu'une proposition de modification a été approuvée par la Conférence, le Président du Comité de direction prie le gouvernement de la Principauté de Monaco de la soumettre à toutes les Parties contractantes.

3. La modification entre en vigueur à l'égard de toutes les Parties contractantes trois mois après que les notifications d'approbation des deux tiers des Parties contractantes ont été reçues par le gouvernement de la Principauté de Monaco. Celui-ci en informe les Parties contractantes et le Président du Comité de direction, en précisant la date d'entrée en vigueur de la modification.

ARTICLE XX

After it has entered into force this Convention shall be open for accession by the Government of any maritime state which applies to the Government of the Principality of Monaco specifying the tonnage of its fleets, and whose admission is approved by two thirds of the Member Governments. Such approval shall be notified by the Government of the Principality of Monaco to the Government concerned. The Convention shall enter into force for that Government on the date on which it has deposited its instrument of accession with the Government of the Principality of Monaco which shall inform the Member Governments and the President of the Directing Committee.

ARTICLE XXI

1. Any Contracting Party may propose amendments to this Convention.

2. Proposals of amendment shall be considered by the Conference and decided upon by a majority of two thirds of the Member Governments represented at the Conference. When a proposed amendment has been approved by the Conference, the President of the Directing Committee shall request the Government of the Principality of Monaco to submit it to all Contracting Parties.

3. The amendment shall enter into force for all Contracting Parties three months after notifications of approval by two thirds of the Contracting Parties have been received by the Government of the Principality of Monaco. The latter shall inform the Contracting Parties and the President of the Directing Committee of the fact, specifying the date of entry into force of the amendment.

ARTICLE XXII

1. A l'expiration d'un délai de cinq ans à partir de son entrée en vigueur, la présente Convention pourra être dénoncée par l'une quelconque des Parties contractantes avec un préavis d'au moins un an, au moyen d'une notification adressée au gouvernement de la Principauté de Monaco. La dénonciation prendra effet au 1er janvier suivant l'expiration du délai de préavis et entraînera la renonciation du gouvernement intéressé aux droits et avantages conférés par la qualité de membre de l'Organisation.

2. Le Gouvernement de la Principauté de Monaco informe les Parties contractantes et le Président du Comité de direction de toute notification de dénonciation reçue par lui.

ARTICLE XXIII

Après l'entrée en vigueur de la présente Convention, celle-ci sera enregistrée par le Gouvernement de la Principauté de Monaco auprès du Secrétariat de l'Organisation des Nations Unies conformément à l'article 102 de la Charte des Nations Unies.

EN FOI DE QUOI les soussignés, dûment autorisés à cet effet, ont signé la présente Convention.

FAIT à Monaco, le trois mai mil neuf cent soixante sept, en un seul exemplaire en langues française et anglaise, les deux textes faisant également foi; ledit exemplaire sera déposé aux archives du Gouvernement de la Principauté de Monaco, lequel en transmettra des copies certifiées à tous les gouvernements signataires et adhérents ainsi qu'au Président du Comité de direction.

ARTICLE XXII

1. Upon expiration of a period of five years after its entry into force, this Convention may be denounced by any Contracting Party by giving at least one year's notice, in a notification addressed to the Government of the Principality of Monaco. The denunciation shall take effect upon 1 January next following the expiration of the notice and shall involve the abandonment by the Government concerned of all rights and benefits of membership in the Organisation.

2. The Government of the Principality of Monaco shall inform the Contracting Parties and the President of the Directing Committee of any notification of denunciation it receives.

ARTICLE XXIII

After the present Convention enters into force it shall be registered by the Government of the Principality of Monaco with the Secretariat of the United Nations in accordance with Article 102 of its Charter. [1]

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

DONE at Monaco on the third day of May nineteen hundred and sixty-seven, in a single copy in the English and French languages, each text being equally authentic, which shall be deposited in the Archives of the Government of the Principality of Monaco, which shall transmit certified copies thereof to all signatory and acceding Governments and to the President of the Directing Committee.

[1] TS 993; 59 Stat. 1052.

POUR LE GOUVERNEMENT DE LA REPUBLIQUE D'ALLEMAGNE
FOR THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY

POUR LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE
FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

POUR LE GOUVERNEMENT DE LA REPUBLIQUE ARABE UNIE
FOR THE GOVERNMENT OF THE UNITED ARAB REPUBLIC

POUR LE GOUVERNEMENT DE LA REPUBLIQUE ARGENTINE
FOR THE GOVERNMENT OF THE ARGENTINE REPUBLIC
AD REFERENDUM

POUR LE GOUVERNEMENT DU COMMONWEALTH D'AUSTRALIE
FOR THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA

A H Cooper subject to ratification

D W Lealam subject to ratification.

POUR LE GOUVERNEMENT DE L'UNION DE BIRMA
FOR THE GOVERNMENT OF THE UNION OF BURMA

POUR LE GOUVERNEMENT DU BRESIL
FOR THE GOVERNMENT OF BRAZIL

POUR LE GOUVERNEMENT DU CANADA
FOR THE GOVERNMENT OF CANADA

Norman G. Gray
subject to ratification

POUR LE GOUVERNEMENT DE LA REPUBLIQUE DU CHILI
FOR THE GOVERNMENT OF THE REPUBLIC OF CHILE

subject to ratification

POUR LE GOUVERNEMENT DE LA REPUBLIQUE DE COREE
FOR THE GOVERNMENT OF THE REPUBLIC OF KOREA

subject to ratification

POUR LE GOUVERNEMENT DE LA REPUBLIQUE DE CHINE
FOR THE GOVERNMENT OF THE REPUBLIC OF CHINA

POUR LE GOUVERNEMENT DE LA REPUBLIQUE DE CUBA
FOR THE GOVERNMENT OF THE REPUBLIC OF CUBA

POUR LE GOUVERNEMENT DU ROYAUME DU DANEMARK
FOR THE GOVERNMENT OF THE KINGDOM OF DENMARK

subject to ratification

POUR LE GOUVERNEMENT DE LA REPUBLIQUE DOMINICAINE
FOR THE GOVERNMENT OF THE DOMINICAN REPUBLIC

POUR LE GOUVERNEMENT DE L'ESPAGNE

FOR THE GOVERNMENT OF SPAIN

POUR LE GOUVERNEMENT DE LA FINLANDE

FOR THE GOVERNMENT OF FINLAND

Ad Ref
subject to ratification

POUR LE GOUVERNEMENT DE LA REPUBLIQUE FRANCAISE

FOR THE GOVERNMENT OF THE FRENCH REPUBLIC

POUR LE GOUVERNEMENT DU ROYAUME-UNI DE LA GRANDE-BRETAGNE ET DE L'IRLANDE DU NORD

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

D Ritchie.

POUR LE GOUVERNEMENT DU ROYAUME DE GRECE

FOR THE GOVERNMENT OF THE KINGDOM OF GREECE

POUR LE GOUVERNEMENT DE LA REPUBLIQUE DE GUATEMALA
FOR THE GOVERNMENT OF THE REPUBLIC OF GUATEMALA

POUR LE GOUVERNEMENT DE L'INDE
FOR THE GOVERNMENT OF INDIA

POUR LE GOUVERNEMENT DE L'INDONESIE
FOR THE GOVERNMENT OF INDONESIA

POUR LE GOUVERNEMENT DE L'IRAN
FOR THE GOVERNMENT OF IRAN

POUR LE GOUVERNEMENT DE L'ISLANDE
FOR THE GOVERNMENT OF ICELAND

Thór Thórarinsson
subject to approval

POUR LE GOUVERNEMENT DE LA REPUBLIQUE ITALIENNE
FOR THE GOVERNMENT OF THE REPUBLIC OF ITALY

Luigi Talamo
Sous réserve de ratification.

POUR LE GOUVERNEMENT DU JAPON
FOR THE GOVERNMENT OF JAPAN

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POUR LE GOUVERNEMENT DE LA PRINCIPAUTE DE MONACO
FOR THE GOVERNMENT OF THE PRINCIPALITY OF MONACO

POUR LE GOUVERNEMENT DU ROYAUME DE NORVEGE
FOR THE GOVERNMENT OF THE KINGDOM OF NORWAY

POUR LE GOUVERNEMENT DE LA NOUVELLE-ZELANDE
FOR THE GOVERNMENT OF NEW ZEALAND

POUR LE GOUVERNEMENT DU PAKISTAN
FOR THE GOVERNMENT OF PAKISTAN

POUR LE GOUVERNEMENT DE LA REPUBLIQUE DU PARAGUAY
FOR THE GOVERNMENT OF THE REPUBLIC OF PARAGUAY

POUR LE GOUVERNEMENT DU ROYAYME DES PAYS-BAS
FOR THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS

Sous réserve de ratification.

Kramer

POUR LE GOUVERNEMENT DE LA REPUBLIQUE DES PHILIPPINES
FOR THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES

Gaetano Palma

with full power subject to ratification

POUR LE GOUVERNEMENT DE LA REPUBLIQUE POPULAIRE DE POLOGNE
FOR THE GOVERNMENT OF THE POLISH PEOPLES REPUBLIC

POUR LE GOUVERNEMENT DU PORTUGAL
FOR THE GOVERNMENT OF PORTUGAL

subject to ratification

POUR LE GOUVERNEMENT DE LA REPUBLIQUE DE L'AFRIQUE DU SUD
FOR THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

Subject to ratification.

POUR LE GOUVERNEMENT DE LA SUEDE
FOR THE GOVERNMENT OF SWEDEN

POUR LE GOUVERNEMENT DE LA THAILANDE
FOR THE GOVERNMENT OF THAILAND

POUR LE GOUVERNEMENT DE LA REPUBLIQUE DE TURQUIE
FOR THE GOVERNMENT OF THE REPUBLIC OF TURKEY

POUR LE GOUVERNEMENT DE LA REPUBLIQUE DU VENEZUELA
FOR THE GOVERNMENT OF THE REPUBLIC OF VENEZUELA
Ad Referendum

POUR LE GOUVERNEMENT DE LA REPUBLIQUE POPULAIRE DE YOUGOSLAVIE
FOR THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF YUGOSLAVIA

REGLEMENT GENERAL

GENERAL REGULATIONS

REGLEMENT GENERAL

ARTICLE 1

L'Organisation a un caractère consultatif. Elle n'a aucune autorité sur les services hydrographiques des gouvernements parties à la Convention.

ARTICLE 2

Les activités de l'Organisation ont un caractère scientifique et technique et ne peuvent s'étendre à des questions touchant à la politique internationale.

CONFERENCE HYDROGRAPHIQUE INTERNATIONALE

ARTICLE 3

La Conférence hydrographique internationale se réunit en session ordinaire tous les cinq ans au siège de l'Organisation à une date fixée à l'issue de la précédente session.

ARTICLE 4

La Conférence hydrographique internationale est préparée et organisée par le Bureau.

ARTICLE 5

Chaque gouvernement membre est représenté à la Conférence par un ou plusieurs délégués dont l'un est, si possible, le chef du service hydrographique national. Les frais de voyage et de séjour des délégués sont à la charge de leurs gouvernements respectifs.

GENERAL REGULATIONS

ARTICLE 1

The Organisation is a consultative agency. It has no authority over the hydrographic offices of the Governments Parties to the Convention.

ARTICLE 2

The activities of the Organisation are of a scientific or technical nature and shall not include matters involving questions of international policy.

INTERNATIONAL HYDROGRAPHIC CONFERENCE

ARTICLE 3

The International Hydrographic Conference shall meet in ordinary session every five years at the seat of the Organisation at a date fixed at the close of the previous session.

ARTICLE 4

The International Hydrographic Conference shall be prepared and organised by the Bureau.

ARTICLE 5

Each Member Government may be represented at the Conference by one or more delegates, one of whom should preferably be the head of the national hydrographic office. Travelling and hotel expenses of delegates shall be defrayed by their respective Governments.

ARTICLE 6

Peuvent être invités par le Comité de direction à envoyer des observateurs à la Conférence :

(a) Les gouvernements non parties à la Convention à raison d'un ou deux observateurs chacun, sur proposition d'un gouvernement membre ou du Comité de direction et sous réserve de l'approbation des deux tiers des gouvernements membres.

(b) Les organisations internationales qui ont des activités en rapport avec celles du Bureau, à raison d'un ou exceptionnellement deux observateurs chacune. La liste desdites organisations est communiquée au préalable par le Comité aux gouvernements membres de façon à leur permettre de formuler des objections ou de suggérer des additions.

(c) Des organismes nationaux des gouvernements membres ayant déjà eu l'occasion ou étant susceptibles de collaborer avec le Bureau, dans les conditions prévues au paragraphe précédent.

ARTICLE 7

Les langues de travail de la Conférence sont le français, l'anglais et l'espagnol.

ARTICLE 8

(a) La Conférence examine les rapports du Bureau relatifs aux travaux de celui-ci depuis la Conférence précédente. Ces rapports sont soumis aux gouvernements membres par les soins du Bureau au moins deux mois avant la Conférence.

(b) Des commissions sont désignées pour étudier les rapports. Les conclusions des commissions sont soumises à la session plénière appropriée de la Conférence.

ARTICLE 6

The Directing Committee shall be authorized to invite observers from:

(a) Governments that are not Parties to the Convention: one or two observers each, if proposed by a Member Government or the Directing Committee and subject to approval by two thirds of the Member Governments.

(b) International organisations whose activities are connected with those of the Bureau: one or exceptionally two observers each. A list of such organisations shall be notified by the Directing Committee to Member Governments in advance, so that they may have opportunity to raise objections or suggest additions.

(c) National organisations of Member Governments which have had or are likely to have occasion to collaborate with the Bureau, under the conditions prescribed in the preceding paragraph.

ARTICLE 7

The working languages of the Conference shall be English, French and Spanish.

ARTICLE 8

(a) The Conference shall examine the reports of the Bureau on its work since the previous Conference. These reports shall be submitted to Member Governments by the Bureau at least two months before the Conference.

(b) Committees shall be designated to study the reports. The committees' conclusions shall be submitted to the appropriate plenary session of the Conference.

ARTICLE 9

a) Douze mois avant l'ouverture de la Conférence, le Bureau invite les représentants des gouvernements membres à soumettre les propositions qu'ils veulent discuter à la Conférence. Ces propositions, ainsi que celles qui sont soumises par le Bureau, sont communiquées au moins huit mois avant la Conférence à tous les gouvernements membres.

b) Les propositions soumises après cette date ne sont recevables que si elles sont signées par les représentants d'au moins trois gouvernements membres.

c) Des propositions peuvent aussi être soumises au cours de la Conférence. Elles doivent être signées par trois délégations et soumises au président de la Conférence ; elles ne peuvent être discutées que vingt-quatre heures au minimum après leur annonce officielle.

ARTICLE IO

a) Sauf décision particulière de la Conférence hydrographique internationale ordinaire, les règles qui précèdent s'appliquent aux sessions extraordinaires.

b) Les délégués des gouvernements aux sessions extraordinaires sont choisis dans toute la mesure du possible en fonction des questions qui y sont discutées.

COMMISSION DES FINANCES

ARTICLE 11

a) Dans l'intervalle entre deux sessions de la conférence, la Commission des Finances peut se réunir en session extraordinaire à la demande de trois gouvernements ou du Comité de direction. Le Comité de direction peut également consulter la Commission par correspondance.

b) Les dates de réunion de la Commission des finances sont fixées par son Président en accord avec le Comité de direction.

ARTICLE 9

(a) Twelve months before the opening of the Conference, the Bureau shall invite representatives of Member Governments to submit the proposals that they wish to discuss at the Conference. At least eight months before the Conference these proposals, as well as those submitted by the Bureau, shall be circulated to all Member Governments.

(b) Proposals submitted after that date shall be accepted only if they are signed by representatives of at least three Member Governments.

(c) Proposals may also be submitted during the Conference. They must be signed by three delegations and submitted to the President of the Conference; they may not be discussed less than twenty-four hours after being officially announced.

ARTICLE 10

(a) Unless the ordinary International Hydrographic Conference has specifically decided otherwise, the foregoing rules of procedure shall apply to extraordinary sessions.

(b) Government delegates to extraordinary sessions shall be chosen as far as possible in the light of the questions submitted for consideration.

FINANCE COMMITTEE

ARTICLE 11

(a) Between conferences, the Finance Committee may meet in extraordinary session on the request of three Governments or of the Directing Committee. The Directing Committee may also consult the Finance Committee by correspondence.

(b) Dates of meetings of the Finance Committee shall be fixed by its Chairman in arrangement with the Directing Committee.

c) Le Président de la Commission des finances est élu pour cinq ans par la Conférence.

ARTICLE 12

A sa session ordinaire, la Commission :

- examine et approuve les comptes de gestion de la période financière précédente ;
- examine le budget pour la période financière suivante et le soumet à la Conférence.

ARTICLE 13

Les décisions de la Commission sont prises à la majorité des deux tiers des membres présents. Chaque délégué dispose d'une voix.

ARTICLE 14

Les comptes sont vérifiés annuellement par un commissaire aux comptes désigné par la Commission.

BUREAU HYDROGRAPHIQUE INTERNATIONAL

ARTICLE 15

Conformément aux dispositions de l'article VIII de la Convention, le Bureau exerce les activités scientifiques et techniques nécessaires à la réalisation des objectifs de l'Organisation.

ARTICLE 16

Pour ses rapports avec le Bureau, chaque gouvernement membre désigne un représentant officiel, de préférence le chef de son service hydrographique.

(c) The Chairman of the Finance Committee shall be elected for five years by the Conference.

ARTICLE 12

During its ordinary session, the Committee shall:

- examine and approve the administrative accounts for the preceding financial period,
- examine the budget for the coming financial period and submit it to the Conference.

ARTICLE 13

The Committee shall take decisions by a majority of two thirds of the Members present. Each delegate shall have one vote.

ARTICLE 14

The accounts shall be audited annually by an external auditor designated by the Committee.

INTERNATIONAL HYDROGRAPHIC BUREAU

ARTICLE 15

In accordance with the provisions of article VIII of the Convention, the Bureau shall undertake the scientific and technical activities necessary for the attainment of the objectives of the Organisation.

ARTICLE 16

For its relations with the Bureau, each Member Government shall designate an official representative, preferably the head of its hydrographic office.

ARTICLE 17

Le Bureau se tient en relation étroite avec les services hydrographiques des gouvernements membres. Il peut aussi correspondre avec des organisations scientifiques apparentées des gouvernements membres sous réserve d'en informer le représentant officiel du gouvernement intéressé (article 16 ci-dessus). Il peut également correspondre avec des organismes similaires de gouvernements tiers ainsi qu'avec des organisations internationales.

ARTICLE 18

Le Bureau signale à l'attention des services hydrographiques et autres services compétents des gouvernements membres tout travail hydrographique de caractère international et toute question d'intérêt général qu'il pourrait être utile d'entreprendre ou d'étudier. Il s'efforce de promouvoir la solution de ces questions ou l'exécution de ces travaux en faisant appel à la collaboration nécessaire entre les gouvernements membres.

ARTICLE 19

Pour permettre au Bureau d'accomplir sa mission, les services hydrographiques des gouvernements membres lui font parvenir des exemplaires de leurs nouvelles publications et des nouvelles éditions de leurs cartes ainsi que les travaux ou les documents publiés par eux ou par d'autres services de leur pays, qui peuvent présenter de l'intérêt.

ARTICLE 20

Le Bureau satisfait, dans toute la mesure du possible, à toutes les demandes de renseignements ou de conseils se rapportant à ses travaux et émanant d'un gouvernement membre. Les questions qui peuvent être traitées directement entre deux services hydrographiques nationaux ne doivent pas, en règle générale, être soumises au Bureau.

ARTICLE 21

Le Bureau établit et distribue les publications mentionnées aux articles 32 à 35 ainsi que tous autres documents demandés par la Conférence.

ARTICLE 17

The Bureau shall keep in close communication with the hydrographic offices of Member Governments. It may also correspond with related scientific organisations of Member Governments, provided that it informs the official representative of the Government concerned (article 16 above). Furthermore it may correspond with similar bodies of other Governments and with international organisations.

ARTICLE 18

The Bureau shall bring to the notice of the hydrographic or other competent offices of the Member Governments any hydrographic work of an international character and problems of general interest that it might be useful to study or to undertake. It shall strive for the solution of such problems or the undertaking of such work by seeking the necessary collaboration between Member Governments.

ARTICLE 19

To enable the Bureau to achieve its purpose, the hydrographic offices of Member Governments shall forward copies of their new publications and new editions of their charts, as well as works or documents published by them or by other offices in their countries which may be of interest.

ARTICLE 20

The Bureau shall satisfy as far as possible all requests from representatives of Member Governments for information or advice related to its work. Matters which can be dealt with directly between two national hydrographic offices should not normally be referred to the Bureau.

ARTICLE 21

The Bureau shall issue and distribute the publications referred to in articles 32 to 35 and any other documents requested by the Conference.

ARTICLE 22

Dans leurs relations avec le Bureau, les représentants des gouvernements membres peuvent employer une langue autre que les langues officielles de l'Organisation, mais celui-ci ne peut être rendu responsable des retards ou des erreurs qui peuvent en résulter.

COMITE DE DIRECTION

ARTICLE 23

a) Le Comité de direction administre le Bureau conformément aux dispositions de la Convention et des règlements et aux directives de la Conférence.

b) Il assure l'exécution par le Bureau des missions scientifiques et techniques qui lui sont confiées.

ARTICLE 24

Dans l'intervalle de deux Conférences, et en l'absence de dispositions appropriées de la Convention ou des règlements, le Comité prend les décisions administratives ou techniques qui pourraient être nécessaires, sous réserve d'en référer à la prochaine Conférence.

ARTICLE 25

a) Si le Comité estime devoir en référer aux gouvernements membres pour la solution d'une question, il adresse, conformément à l'article VI - 6 de la Convention, une lettre-circulaire à leurs représentants, en leur demandant de faire connaître au Bureau l'avis de leurs gouvernements respectifs.

b) En cas de partage égal des voix, pour et contre, la question est renvoyée à la Conférence suivante.

ARTICLE 22

In their communications with the Bureau, representatives of Member Governments may use languages other than the official languages of the Organisation, but the Bureau shall not be held responsible for any delay or misinterpretation which may ensue.

DIRECTING COMMITTEE

ARTICLE 23

(a) The Directing Committee shall administer the Bureau in accordance with the provisions of the Convention and the Regulations and with directives given by the Conference.

(b) It shall be responsible for the carrying out by the Bureau of the scientific and technical assignments entrusted to it.

ARTICLE 24

In the period between two Conferences, should no appropriate provision be made in the Convention or the Regulations, the Committee shall make any administrative or technical decisions which may be necessary, with the reservation that they be referred to the next Conference.

ARTICLE 25

(a) If the Committee considers that any question should be referred to the Member Governments for solution, it shall send a circular letter to their representatives, in accordance with article VI (6) of the Convention, requesting them to notify the Bureau of the opinion of their respective Governments.

(b) When voting for or against is evenly divided, the question shall be deferred to the next Conference.

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ARTICLE 26

Si les circonstances ne permettent pas de suivre la procédure prévue dans les règlements, le Comité prend les décisions nécessaires et en rend compte immédiatement aux gouvernements membres.

ARTICLE 27

a) Les directeurs sont élus pour une période de cinq ans, dans les conditions prévues par les articles 36 à 47.

b) Les directeurs sont rééligibles pour une seconde période de cinq ans.

c) Tout candidat doit avoir moins de soixante-six ans dans l'année de son élection ou de sa réélection.

d) Lorsqu'un directeur a été élu pour occuper une vacance survenue entre deux Conférences, son mandat prend fin à l'époque où aurait pris fin le mandat de son prédécesseur si celui-ci était demeuré en fonction.

ARTICLE 28

Les fonctions du Comité prennent fin le dernier jour du troisième mois qui suit celui où le nouveau Comité a été élu.

ARTICLE 29

Un directeur qui, au cours de son mandat, s'est trouvé dans l'impossibilité de remplir ses fonctions pendant six mois consécutifs, ou pendant une durée totale de douze mois non consécutifs, cesse automatiquement d'être directeur.

ARTICLE 30

Chaque directeur est spécialement chargé d'une ou plusieurs branches du travail du Bureau, mais le Comité délibère sur toutes les questions importantes. Si deux directeurs seulement sont présents à une réunion du Comité et qu'une décision ne puisse être remise à une réunion plénière ultérieure, l'opinion du président ou du président intérimaire prévaut.

ARTICLE 26

If circumstances preclude observation of the procedure prescribed in the Regulations, the Committee shall make the necessary decisions and give Member Governments an immediate account of the fact.

ARTICLE 27

(a) The directors shall be elected for a period of five years, in accordance with articles 36 to 47.

(b) The directors shall be eligible for re-election for a second five-year period.

(c) A candidate must be less than sixty-six years old in the year of his election or re-election.

(d) When a director is elected to fill a vacancy occurring between Conferences, his term of office shall end at the same time as his predecessor's would have done had he retained the post.

ARTICLE 28

The duties of the Directing Committee shall terminate on the last day of the third month following that in which the new Directing Committee has been elected.

ARTICLE 29

A director who has been incapacitated for duty for six consecutive months, or otherwise for an aggregate of twelve months, during his term of office shall automatically cease to be a director.

ARTICLE 30

Each director shall have particular responsibility for one or more branches of the work of the Bureau, but the Committee shall deliberate on all important questions. If only two directors attend a meeting of the Committee and a decision cannot be postponed until a full meeting, the view of the President or the acting President shall prevail.

ARTICLE 31

Le personnel du Bureau est plaoé sous l'autorité du Comité de direotion. Il se oompose d'assistants et d'employés teohniques et administratifs. Le personnel est nommé par le Comité suivant les besoins.

PUBLICATIONS

ARTICLE 32

Au oommenoement de ohaque année, le Bureau publie un rapport d'aotivité.

ARTICLE 33

a) Le Bureau publie un Annuaire donnant tous renseignements utiles sur les servioes hydrographiques des gouvernements membres et, dans toute la mssure du possible, sur ceux des autres gouvernements.

b) L'Annuaire contient notamment les adresses des représentants officiels désignés aux termes de l'article 16 et les renseignements suivants :

1) Liste des gouvernements qui ont participé aux travaux du Bureau entre la date de sa oréation et oelle de l'entrée en vigueur de la Convention.

2) Liste des gouvernements membres.

3) Liste des gouvernements qui ont dénonoé la Convention en vertu de l'artiole XXII.

4) Tableau du tonnage des flottes des gouvernements membres.

5) Tableau indiquant les parts, les contributions et le nombre de voix des gouvernements membres.

ARTICLE 31

The staff of the Bureau shall be under the control of the Directing Committee. It shall consist of technical and administrative assistants and employees. The staff shall be appointed by the Committee as necessary.

PUBLICATIONS

ARTICLE 32

At the beginning of each year the Bureau shall publish a report on its activities.

ARTICLE 33

(a) The Bureau shall issue a Yearbook giving all necessary information on the hydrographic offices of the Member Governments and, insofar as such information can be obtained, on those of other Governments.

(b) The Yearbook shall include the addresses of the official representatives designated in accordance with Article 16, and the following information:

(i) A list of Governments which have participated in the work of the Bureau between the date of its creation and the date of entry into force of the Convention.

(ii) A list of Member Governments.

(iii) A list of Governments which have denounced the Convention pursuant to Article XXII.

(iv) A table of tonnages of Member Governments' fleets.

(v) A table showing the shares, contributions and number of votes of the Member Governments.

ARTICLE 34

a) Le Bureau édite deux publications périodiques : la Revue Hydrographique Internationale et le Bulletin Hydrographique International.

b) La Revue Hydrographique Internationale contient des articles concernant l'hydrographie et les sciences et techniques connexes, ainsi que sur tous autres sujets d'intérêt général concernant l'Organisation et les divers services hydrographiques.

c) Le Bulletin Hydrographique International paraît plus fréquemment que la Revue, traite de questions d'actualité et donne des renseignements de caractère temporaire ou urgent. Cette publication contient également des renseignements sur les travaux exécutés ou prévus par les membres.

ARTICLE 35

Le Bureau édite des publications spéciales sur des sujets techniques susceptibles d'intéresser les services hydrographiques.

ELECTIONS

ARTICLE 36

Les directeurs sont élus par la Conférence conformément aux dispositions des articles V b), VI -4 et X -2 de la Convention. L'élection a lieu au scrutin secret à la fin de la Conférence.

ARTICLE 37

a) Pour l'élection des directeurs chaque gouvernement membre dispose de deux voix ; les gouvernements qui possèdent un tonnage égal ou supérieur à 100 000 tonnes ont droit à des voix supplémentaires conformément à l'échelle suivante :

Tonnage brut	Voix supplémentaires
100 000 - 499 999	1
500 000 - 1 999 999	2
2 000 000 - 7 999 999	3
8 000 000 - et au-dessus	4

ARTICLE 34

(a) The Bureau shall issue two periodical publications: the International Hydrographic Review and the International Hydrographic Bulletin.

(b) The International Hydrographic Review shall contain articles on hydrography and allied sciences and techniques, and on any other subjects of general interest to the Organisation and to the various hydrographic offices.

(c) The International Hydrographic Bulletin shall appear more frequently than the Review, and shall contain matters of the moment and information of a temporary or urgent nature. This publication shall also contain information on work carried out and projected by Members.

ARTICLE 35

The Bureau shall issue special publications on technical subjects of interest to hydrographic offices.

ELECTIONS

ARTICLE 36

The directors shall be elected by the Conference in accordance with the provisions of Articles V (b), VI (4) and X (2) of the Convention. The election shall be held by secret ballot at the end of the Conference.

ARTICLE 37

(a) For the election of the directors, each Member Government shall have two votes; those Governments which have 100 000 tons of shipping or more shall have supplementary votes in accordance with the following scale:

Gross tonnage	Supplementary votes
100 000 - 499 999	1
500 000 - 1 999 999	2
2 000 000 - 7 999 999	3
8 000 000 and above	4

b) Les estimations de tonnage sont faites conformément à l'article 5 du Règlement financier.

ARTICLE 38

Chaque gouvernement membre peut présenter un ou plusieurs candidats de la nationalité d'une partie contractante quelconque. Les candidatures doivent parvenir au Bureau autant que possible trois mois avant l'ouverture de la Conférence. La liste des candidats sera close dix jours avant l'ouverture de la Conférence.

ARTICLE 39

Les candidats doivent avoir une longue expérience de la mer et posséder une pratique et des connaissances étendues en matière d'hydrographie et de navigation. Pour l'élection, la compétence administrative et technique doit l'emporter sur toute autre considération, y compris le rang et la situation des intéressés.

ARTICLE 40

Toute proposition de candidature est accompagnée d'une note indiquant les titres de l'intéressé au poste considéré. Pour faciliter la comparaison des qualifications des différents candidats, leurs états de services sont uniformément présentés sur le modèle suivant :

Généralités

1° Nom.

2° Nationalité.

3° Date de naissance.

4° Titres et décorations.

Etudes et promotions

5° Etudes (durée, y compris les qualifications de spécialisation ou les qualifications spéciales).

6° Langues (parole et lecture).

7° Promotions.

Services

8° Services dans l'hydrographie.

a) Services à la mer (durée et postes).

b) Services à terre (durée et postes).

(b) The estimates of tonnage shall be made in accordance with article 5 of the Financial Regulations.

ARTICLE 38

Each Member Government may nominate one or more candidates who may be of the nationality of any Contracting Party. If possible, nominations should reach the Bureau at least three months before the Conference. The list of candidates shall be closed ten days prior to the opening of the Conference.

ARTICLE 39

Every candidate should have had considerable sea experience and have extensive knowledge of practical hydrography and navigation. In the elections, the technical and administrative ability only of the candidates should be taken into consideration. No particular rank or other standing is required of them.

ARTICLE 40

Every nomination shall be accompanied by a note giving the candidate's qualifications for the position. To facilitate comparison of the candidates' qualifications the statements of service shall be compiled in a uniform manner as follows:

General

1. Name.
2. Nationality.
3. Date of birth.
4. Titles and decorations.

Education and Promotions

5. Education (periods, including specialised or special qualifications).
6. Languages (speaking and reading knowledge).
7. Promotions.

Service

8. Hydrographic service.
   (a) Sea service (periods and posts).
   (b) Shore service (periods and posts).

9. Services autres qu'hydrographiques.
   a) Services à la mer (durée et postes).
   b) Services à terre (durée et postes).

Activités scientifiques

10. Publications.
11. Travaux de recherche et récompenses obtenues.
12. Sociétés savantes (dont il est ou a été membre).

Renseignements complémentaires

(Signature du candidat et de l'autorité proposante).

ARTICLE 41

a) Les noms des candidats, avec leurs états de services, sont publiés aussitôt qu'ils sont reçus par le Comité de direction.

b) Le Bureau collationne les listes de noms proposés et les remet à chaque délégation, accompagnées des états de services, à l'ouverture de la Conférence.

ARTICLE 42

a) Pour exprimer leurs votes relatifs à l'élection des membres du Comité, les délégations inscrivent sur un nombre de bulletins égal au nombre de voix auquel chacune a droit, les noms des seuls trois candidats de leur choix.

b) Les trois candidats inscrits sur chaque bulletin doivent être de nationalités différentes.

c) Tout bulletin de vote qui n'aura pas été rempli en stricte conformité avec les paragraphes a et b sera annulé.

ARTICLE 43

a) Les trois candidats de nationalités différentes qui ont obtenu le plus grand nombre de voix sont considérés comme élus.

9. Non-hydrographic service.
   (a) Sea service (periods and posts).
   (b) Shore service (periods and posts).

Scientific activities

10. Publications.
11. Research work and awards.
12. Scientific societies (member of, past and present).

Additional information

(Signature of candidate and of forwarding authority)

ARTICLE 41

(a) The names of the candidates, with the statements of service, shall be published by the Directing Committee as soon as they are received.

(b) The Bureau shall collate the lists of names submitted and present them, together with the statements of service, to each delegation at the opening of the Conference.

ARTICLE 42

(a) To register their votes for electing the members of the Directing Committee, the delegations shall inscribe on a number of voting papers equal to the number of votes to which each is entitled the names of only those three candidates whom they wish to elect.

(b) The three candidates inscribed on each of the voting papers must be of different nationality.

(c) Any voting paper not completed in strict accordance with paragraphs (a) and (b) shall be nullified.

ARTICLE 43

(a) The three candidates of different nationality receiving the largest number of votes shall be considered elected.

b) Dans le cas où deux ou plusieurs candidats ont obtenu le même nombre de voix, et où il est impossible de pourvoir les trois postes dans les conditions fixées au paragraphe précédent, il est procédé à un nouveau scrutin pour départager les seuls candidats ayant obtenu le même nombre de voix.

ARTICLE 44

a) Lorsque les trois directeurs ont été élus, un scrutin séparé a lieu pour élire parmi eux le président du Comité. A cet effet, les délégations inscrivent, sur le nombre de bulletins qui leur est alloué, le nom du directeur qu'elles désirent porter à la présidence.

b) Le nombre de voix effectivement obtenus par chaque directeur détermine l'ordre dans lequel ils pourront être appelés à remplacer le président élu.

c) Dans le cas d'un partage égal des voix, un second scrutin a lieu pour départager les directeurs ayant reçu le même nombre de voix.

ARTICLE 45

A l'issue du scrutin le président de la Conférence invite les directeurs nouvellement élus à prendre leurs fonctions le premier jour du quatrième mois suivant celui de leur élection.

ARTICLE 46

a) Si un poste de directeur devient vacant dans l'intervalle de deux Conférences et plus de deux ans avant la réunion de la prochaine Conférence, le Comité procède à une élection partielle par correspondance en vue de pourvoirle poste vacant.

b) En pareil cas, le Bureau invite les gouvernements membres à envoyer des listes de candidats dans les conditions prévues par les articles 38 à 40. Au reçu de ces listes l'élection a lieu suivant une procédure calquée sur celle qui est décrite aux articles 41 à 43.

(b) In the event of two or more candidates receiving an equal number of votes making it impossible to fill the three posts under the conditions prescribed in the preceding paragraph, a new ballot shall be held to determine the relative positions only of those candidates who obtained the same number of votes.

ARTICLE 44

(a) When the three directors have been elected, a separate ballot shall be held to elect one of them as President of the Directing Committee. For this purpose, delegations shall inscribe on their allotted number of voting papers the name of the director they wish to make President.

(b) The number of votes actually received by each director shall determine the order in which they may be called upon to replace the President elected.

(c) In the case of a tie, a second ballot shall be held to determine the relative positions of the directors who obtained the same number of votes.

ARTICLE 45

When voting has been completed, the President of the Conference shall invite the newly-elected directors to take up their duties on the first day of the fourth month following the month of their election.

ARTICLE 46

(a) If a post of director falls vacant during the period between two Conferences and more than two years before the next Conference is due to meet, the Directing Committee shall conduct a bye-election by correspondence to fill the vacancy.

(b) In such a case, the Bureau shall invite Member Governments to send lists of candidates in accordance with articles 38 to 40. On receipt of these lists the election shall be held observing a procedure closely modelled on that described in articles 41 to 43.

c) Au terme de la procédure mentionnée ci-dessus, le Comité notifie sans délai aux gouvernements membres le résultat du scrutin et invite le directeur élu à prendre ses fonctions.

ARTICLE 47

Un directeur élu pour combler une vacance prend rang après les deux autres directeurs.

(c) On completion of the above-mentioned procedure, the Committee shall immediately notify Member Governments of the result of the ballot and invite the director elected to take up his duties.

ARTICLE 47

A director elected to fill a vacancy shall take third place among the directors.

RÈGLEMENT FINANCIER

FINANCIAL REGULATIONS

TIAS 6933

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REGLEMENT FINANCIER

ARTICLE 1

La gestion financière du Bureau est assurée conformément aux dispositions des articles V, VII, XIV et XVI de la Convention et des articles 11 à 14 du Règlement Général.

BUDGET ORDINAIRE

ARTICLE 2

a) Le budget est établi pour cinq ans sur la base du franc-or adopté par la Convention monétaire internationale de 1885, à savoir un franc-or = 0,290 322 58 gr ou 0,009 334 086 5 once troy d'or fin.

b) L'exercice financier du Bureau coïncide avec l'année grégorienne.

ARTICLE 3

Toute compensation entre recettes et dépenses est interdite dans la présentation du budget.

ARTICLE 4

Les contributions annuelles des gouvernements parties à la Convention sont basées sur l'étalon du franc-or tel qu'il est défini à l'article 2, et sont versées aux comptes en banques du Bureau. Lesdites contributions sont fixées d'après les règles suivantes :

a) Chaque gouvernement souscrit deux parts de 2 000 francs-or chacune.

b) Les gouvernements qui possèdent un tonnage égal ou supérieur à 100 000 tonnes brutes versent des parts supplémentaires de la même valeur conformément au barème suivant :

FINANCIAL REGULATIONS

ARTICLE I

The financial administration of the Bureau shall be effected in accordance with the provisions of articles V, VII, XIV and XVI of the Convention and Articles 11 to 14 of the General Regulations.

ORDINARY BUDGET

ARTICLE 2

(a) The budget shall be established for five years and calculated on the basis of the gold franc adopted by the International Monetary Convention of 1885;[1] namely, 1 gold franc = 0.290 322 58 gr. or 0.009 334 086 5 ounces troy of fine gold.

(b) The financial year of the Bureau shall coincide with the Gregorian calendar year.

ARTICLE 3

Any balancing of income and expenditure shall be prohibited in the presenting of the budget.

ARTICLE 4

The annual contributions of Governments Parties to the Convention shall be based on the standard of the gold franc as defined in article 2 and shall be paid into the Bureau's bank accounts. Such contributions shall be fixed by the following rules :

(a) Each Government shall subscribe two shares of 2 000 gold francs each ;

(b) Those Governments which have 100 000 gross tons of shipping or more shall contribute supplementary shares of the same value in accordance with the following scale :

[1] 76 *British Foreign and State Papers*, p. 315.

Tonnage brut	Parts supplémentaires (de 2 000 francs-or chacune)
100 000 - 249 999	1
250 000 - 454 999	2
455 000 - 719 999	3
720 000 - 1 049 999	4
1 050 000 - 1 449 999	5
1 450 000 - 1 924 999	6
1 925 000 - 2 479 999	7
2 480 000 - 3 119 999	8
3 120 000 - 3 849 999	9
3 850 000 - 4 674 999	10
4 675 000 - 5 599 999	11
5 600 000 - 6 629 999	12
6 630 000 - 7 769 999	13
7 770 000 - 9 024 999	14
9 025 000 - 10 399 999	15
10 400 000 - 11 899 999	16
11 900 000 - 13 529 999	17
13 530 000 - 15 294 999	18
15 295 000 - 17 199 999	19
17 200 000 - 19 249 999	20
19 250 000 - 21 449 999	21
21 450 000 - 23 804 999	22
23 805 000 - 26 319 999	23
26 320 000 - 28 999 999	24
29 000 000 - et au-dessus	25 (max.)

ARTICLE 5

Pour l'application de la Convention et de ses règlements, le chiffre du tonnage des flottes des gouvernements membres s'obtient en additionnant les 6/7 des déplacements des navires de guerre et le tonnage brut de tous les autres bâtiments de plus de 100 tonneaux.

Gross Tonnage	Supplementary Shares (2 000 gold francs each)
100 000 - 249 999	1
250 000 - 454 999	2
455 000 - 719 999	3
720 000 - 1 049 999	4
1 050 000 - 1 449 999	5
1 450 000 - 1 924 999	6
1 925 000 - 2 479 999	7
2 480 000 - 3 119 999	8
3 120 000 - 3 849 999	9
3 850 000 - 4 674 999	10
4 675 000 - 5 599 999	11
5 600 000 - 6 629 999	12
6 630 000 - 7 769 999	13
7 770 000 - 9 024 999	14
9 025 000 - 10 399 999	15
10 400 000 - 11 899 999	16
11 900 000 - 13 529 999	17
13 530 000 - 15 294 999	18
15 295 000 - 17 199 999	19
17 200 000 - 19 249 999	20
19 250 000 - 21 449 999	21
21 450 000 - 23 804 999	22
23 805 000 - 26 319 999	23
26 320 000 - 28 999 999	24
29 000 000 and above	25 (max.)

ARTICLE 5

In application of the Convention and its Regulations, the tonnage figures of the Member Governments shall be obtained by adding to 6/7 of the displacement tonnage of ships of war the gross tonnage of all other vessels exceeding 100 tons.

ARTICLE 6

a) Le tableau des tonnages déterminant les contributions des gouvernements est mis à jour par le Comité avant chaque Conférence ordinaire. Douze mois avant la Conférence, le Comité demande aux gouvernements le chiffre de leur tonnage à la date du 1er janvier de l'année précédant celle de la Conférence. Six mois avant la Conférence le Bureau distribue aux gouvernements un tableau révisé des tonnages.

b) Le tableau des tonnages et celui des parts, contributions et voix sont soumis à l'approbation de la Conférence et entrent en vigueur le 1er janvier de l'année suivant celle de la Conférence. Sauf les cas prévus aux paragraphes c et d ci-dessous, ces tableaux restent en vigueur jusqu'au 31 décembre de l'année de la Conférence suivante.

c) Lorsqu'un gouvernement désire adhérer à la Convention, il déclare le montant du tonnage de ses flottes. Le Comité de Direction fait figurer ce montant au tableau des tonnages dès que l'adhésion prend effet.

d) Un gouvernement qui désire modifier le chiffre de son tonnage figurant au tableau des tonnages doit notifier le nouveau tonnage au moins six mois avant le début du prochain exercice financier.

ARTICLE 7

La Principauté de Monaco jouit d'un traitement spécial. En considération du fait qu'elle assure gracieusement le logement du Bureau, elle ne verse aucune contribution mais conserve son droit de vote.

ARTICLE 8

Le Comité de Direction prépare le projet de budget et le communique aux gouvernements membres aux fins d'examen par la Commission des Finances, au moins trois mois avant la session de cette Commission.

ARTICLE 6

(a) The table of tonnages determining the contributions of Governments shall be brought up to date by the Directing Committee before each ordinary Conference. Twelve months before the Conference, the Bureau shall ask Governments to supply their tonnage figures as of 1 January of the year preceding that of the Conference. Six months before the Conference the Bureau shall distribute to Governments a revised table of tonnages.

(b) The table of tonnages and that of shares, contributions and votes shall be submitted to the Conference for approval, and shall enter into force on 1 January of the year following that of the Conference. Except as provided for in paragraphs (c) and (d) below, these tables shall remain in force until 31 December of the year of the subsequent Conference.

(c) When a Government desires to accede to the Convention, it shall declare the amount of tonnage of its fleets. The Directing Committee shall enter this amount in the table of tonnages as soon as accession becomes effective.

(d) A Government wishing to amend its tonnage figure as it appears in the table of tonnages must give notice of the amended tonnage at least 6 months before the start of the next financial year.

ARTICLE 7

The Principality of Monaco shall enjoy special treatment. In consideration of the fact that it provides the Bureau with premises free of charge, it shall not pay any contribution but shall retain its right of vote.

ARTICLE 8

The Directing Committee shall draw up the estimated budget and forward it to the Member Governments for examination by the Finance Committee at least three months in advance of the Finance Committee's Session.

ARTICLE 9

L'exécution du budget incombe au Comité de Direction. Sous réserve des dispositions de l'article 11, le Comité de Direction s'assure que les dépenses et engagements de dépense sont conformes aux dispositions du budget.

ARTICLE 10

Les transferts de crédit de chapitre à chapitre doivent être autorisés par la Commission des Finances.

ARTICLE 11

Aucune dépense ordinaire ne peut être engagée après la clôture de la période financière du budget correspondant. Les ordonnancements pourront être effectués pendant une période complémentaire de trois mois.

TRESORERIE- FONDS DE ROULEMENT

ARTICLE 12

Tous les fonds du Bureau sont sous le contrôle du Comité de Direction. Aucune dépense de plus de 1 000 francs-or ne peut être faite sans l'approbation de l'un des membres du Comité. Les paiements de plus de 10 000 francs-or doivent être préalablement approuvés par le Comité tout entier.

ARTICLE 13

a) Les contributions annuelles des gouvernements au budget ordinaire telles qu'elles sont fixées à l'article 4, sont dues à compter du 1er janvier de l'exercice financier correspondant. Elles doivent être acquittées avec ponctualité.

b) Le taux de change applicable est celui de la date d'envoi de la contribution ; cette date doit être notifiée sans délai au Bureau.

ARTICLE 9

The Directing Committee shall carry the budget into effect. Subject to the provisions of article 11, the Directing Committee shall ensure that expenditure and commitments conform with the budgetary provisions.

ARTICLE 10

Transfers of credit from one chapter to another shall require authorization by the Finance Committee.

ARTICLE 11

After the close of the financial period corresponding to a budget, no further financial obligations under it may be incurred. Outstanding obligations may be met for a further period of three months.

TREASURY - WORKING CAPITAL

ARTICLE 12

All Bureau funds shall be under the control of the Directing Committee. No expenditure exceeding 1 000 gold francs may be incurred without the prior approval of one of the members of the Directing Committee. Payments exceeding 10 000 gold francs require the prior approval of the full Committee.

ARTICLE 13

(a) Governments' annual contributions to the ordinary budget as specified in Article 4 shall be due on 1 January of the corresponding financial year. Payment must be punctual.

(b) The rate of exchange to be applied is that on the date of dispatch of the contribution ; notice of such date must be promptly given to the Bureau.

ARTICLE 14

Un gouvernement qui adhère à la Convention n'acquitte sa contribution de l'année que si son adhésion prend effet avant la date du 1sr juillet. Si cette adhésion prend effet à partir de cette date il ne verse que la moitié de cette contribution.

ARTICLE 15

Les contributions non versées font l'objet d'un tableau annexé au rapport de gestion financière présenté à la Commission des Finances par le Comité de Direction.

ARTICLE 16

La suspension des droits d'un gouvernement membre en application des dispositions de l'article XV de la Convention est notifié par le Comité de Direction au gouvernement intéressé à la date du ou aussitôt après le 1er juillet de l'année pendant laquelle une troisième contribution annuelle serait due. Tout gouvernement membre ainsi privé de ses droits reste débiteur des deux contributions annuelles échues au moment de la suspension.

ARTICLE 17

a) Tout gouvernement membre qui ne verse qu'une partie de sa contribution due reçoit, pour s'acquitter du solde, un délai de deux ans à partir du premier avertissement du Bureau. A l'expiration de ce délai ses avantages et prérogatives de membre de l'organisation sont suspendues jusqu'au versement du reliquat.

b) La suspension de droits prévue à l'alinéa a ci-dessus devient effective à la date du 1er juillet de l'année au cours de laquelle le délai de deux ans doit expirer.

ARTICLE 14

A Government acceding to the Convention shall be liable to pay its contribution for that year only if its accession takes effect before 1 July. If its accession takes effect on or after that date it shall be liable only for half that contribution.

ARTICLE 15

Outstanding contributions shall be shown in a table annexed to the report on financial administration which is submitted to the Finance Committee by the Directing Committee.

ARTICLE 16

The suspension of the rights of a Member Government pursuant to the provisions of Article XV of the Convention shall be notified by the Directing Committee to the Government concerned on or shortly after 1 July of the year in which a third annual contribution would be due. Any Member Government thus deprived of its rights of membership shall remain obligated to the Bureau for the two years' contributions outstanding at the time of suspension.

ARTICLE 17

(a) Any Member Government which pays only part of its contribution shall be given two years in which to make good the deficit, starting from the first notice given by the Bureau. At the end of this period its rights and benefits of membership shall be suspended until the balance due is paid.

(b) The suspension of rights under the terms of paragraph (a) above shall become effective as of 1 July of the year in which the two-year period expires.

ARTICLE 18

Pour assurer la stabilité financière du Bureau et lui éviter des difficultés de trésorerie, le Bureau dispose d'un fonds de roulement dont le montant correspond, au début de chaque année, à la moitié au moins du total des contributions annuelles des gouvernements membres.

FONDS DE RESERVE

ARTICLE 19

Le Bureau dispose d'un fonds de réserve dont le montant est fixé par la Conférence. Ce fonds est exclusivement destiné à permettre à l'Organisation de couvrir des dépenses extraordinaires. Il n'est utilisé que dans des circonstances exceptionnelles.

CONTROLE

ARTICLE 20

Chaque année le Comité soumet aux gouvernements membres un rapport de gestion financière comportant les renseignements d'ensemble sur la gestion de l'exercice écoulé. A cette occasion, le Comité fournit des indications sur la valeur des biens mobiliers et immobiliers appartenant à l'Organisation.

ARTICLE 21

Le commissaire aux comptes désigné en application de l'article 14 du règlement général s'assure que les dépenses sont appropriées, conformes aux directives de la Conférence, et qu'elles sont correctement comptabilisées. Cette vérification peut être faite à tout moment.

ARTICLE 18

To ensure the financial stability of the Bureau, and to avoid any treasury difficulties, the Bureau shall have at its disposal a working capital, the amount of which shall correspond, at the beginning of each year, to not less than half the total annual contributions of Member Governments.

RESERVE FUND

ARTICLE 19

The Bureau shall have at its disposal a reserve fund, the amount of which shall be fixed by the Conference. This fund is exclusively designed to enable the Organisation to meet extraordinary expenditure. It shall only be used in exceptional circumstances.

CONTROL

ARTICLE 20

Every year the Directing Committee shall submit to the Member Governments a report on the financial administration over the past financial year. At the same time, the Directing Committee shall give information on the value of the movable and immovable property of the Organisation.

ARTICLE 21

The external auditor designated under the terms of article 14 of the General Regulations shall ensure that expenditures are appropriate and conform to the directives given by the Conference and that they are correctly entered into the books. Such auditing may be carried out at any time.

DISSOLUTION

ARTICLE 22

En cas de dissolution, le solde des comptes de l'Organisation est partagé entre les gouvernements qui sont encore parties à la Convention le jour où celle-ci cesse de porter effet. Le solde créditeur éventuel est partagé entre ces gouvernements au prorata du montant total de leurs contributions depuis 1921. Le solde débiteur éventuel est partagé entre ces gouvernements au prorata de leur dernière contribution annuelle.

DISSOLUTION

ARTICLE 22

In the event of dissolution, the balance of the accounts of the Organisation shall be divided amongst the Governments which are still Parties to the Convention on the day when the latter ceases to have effect. Any credit balance shall be divided amongst these Governments in proportion to the total amount of their contributions since 1921. Any debit balance shall be divided amongst these Governments in proportion to their last annual contribution.

COPIE CERTIFIÉE CONFORME A L'ORIGINAL
MONACO, le 12 JUIL 1967
LE MINISTRE D'ETAT
Directeur du Service des Relations Extérieures
Le Secrétaire Général de la Direction

By its resolution of May 13, 1968, the Senate of the United States of America, two-thirds of the Senators present concurring, gave its advice and consent to the ratification of the Convention, and the Convention was ratified by the President of the United States of America on May 17, 1968;

It is provided in Article XIX of the Convention that the Convention shall enter into force three months after the date on which twenty-eight Governments have become Parties by signature without reservation as to ratification or approval or by signature subject to ratification or approval and the subsequent deposit of an instrument of ratification or approval;

The Convention was signed without reservation as to ratification or approval for the Governments of Brazil, Monaco, and the United Kingdom of Great Britain and Northern Ireland on May 3, 1967, for the Government of Cuba on December 20, 1967, and for the Government of New Zealand on December 21, 1967; and instruments of ratification or approval were deposited for the following Governments signatory to the Convention: Finland on February 16, 1968; Argentina on April 4, 1968; France on April 4, 1968; Iceland on May 7, 1968; the United States of America on June 10, 1968; Pakistan on June 17, 1968; India on June 24, 1968; South Africa on August 16, 1968; Canada on August 26, 1968; Iran on September 16, 1968; Yugoslavia on September 20, 1968; the Republic of China on November 18, 1968; Indonesia on November 28, 1968; Australia on November 25, 1968; Portugal on November 27, 1968; the United Arab Republic on December 13, 1968; Norway on March 12, 1969; Spain on June 2, 1969; the Netherlands on June 6, 1969; the Federal Republic of Germany on June 12, 1969, with reservation; Japan on June 12, 1969; the Republic of Korea on July 21, 1969; and Denmark on June 22, 1970;

Pursuant to the provisions of Article XIX of the Convention, the Convention will enter into force on September 22, 1970, three months after the date upon which twenty-eight Governments had become Parties;

Now, THEREFORE, I, Richard Nixon, President of the United States of America, proclaim and make public the Convention to the end that it shall be observed and fulfilled with good faith on and after September 22, 1970 by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this eighteenth day of August in the year of our Lord one thousand nine hundred seventy
[SEAL] and of the Independence of the United States of America the one hundred ninety-fifth.

RICHARD NIXON

By the President:
WILLIAM P ROGERS
Secretary of State

TIAS 6933

50-780 O - 71 - 56--pt. 2--21

SWAZILAND

Extradition: Continued Application to Swaziland of the United States-United Kingdom Treaty of December 22, 1931

Agreement effected by exchange of notes
Done at Mbabane May 13 and July 28, 1970;
Entered into force July 28, 1970.

The Department of Foreign Affairs of Swaziland to the American Embassy

KINGDOM OF SWAZILAND

DEPARTMENT OF FOREIGN AFFAIRS

Note No. 9

The Department of Foreign Affairs of the Kingdom of Swaziland presents its compliments to the Embassy of the United States of America and has the honour to refer to the Extradition Treaty signed by the United States of America and the United Kingdom on 22 December, 1931 [1] and applied to the Kingdom of Swaziland prior to the restoration of its Independence on 6 September 1968.

The Government of the Kingdom of Swaziland, after having examined and considered the said Treaty, has decided to accept the responsibilities and obligations of the Treaty, and shall regard it as binding between the United States of America and the Kingdom of Swaziland.

The Department wishes to propose that this Note and a reply indicating concurrence by the Government of the United States of America shall constitute an agreement between the two Governments in this matter.

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[1] TS 849; 47 Stat. 2122.

The Department of Foreign Affairs of the Kingdom of Swaziland avails itself of this opportunity to renew to the Embassy of the United States of America the assurance of its highest consideration.

MBABANE
13th May, 1970

The American Embassy to the Department of Foreign Affairs of Swaziland

No. 17

The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs of the Kingdom of Swaziland and has the honor to refer to the note of the Department of Foreign Affairs dated May 13, 1970 regarding the continuation in force between the United States of America and the Kingdom of Swaziland of the Extradition Treaty signed by the United States and the United Kingdom on December 22, 1931.

The Government of the United States of America agrees that the above-mentioned Treaty shall be considered as continuing in force between our two Governments.

Accordingly, your note and the present note in reply shall constitute the formal agreement between the two Governments in this matter.

The Embassy 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,
Mbabane, July 28, 1970.

DEMOCRATIC REPUBLIC OF THE CONGO

Air Transport Services

Agreement signed at New York August 14, 1970;
Entered into force August 14, 1970.

AIR TRANSPORT AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE CONGO

The Government of the United States of America and the Government of the Democratic Republic of the Congo,

Desiring to conclude an Agreement for the purpose of promoting air transportation between their respective territories,

Have agreed as follows:

ARTICLE 1

For the purposes of the present Agreement:

A. "Agreement" shall mean this Agreement and the annexed Route Schedule, and any amendments thereto.

B. "Aeronautical authorities" shall mean, in the case of the United States of America, the Civil Aeronautics Board or any person or agency authorized to perform the functions exercised at the present time by the Civil Aeronautics Board; and in the case of the Democratic Republic of the Congo, the Directorate of Civil Aeronautics or any body authorized to perform the functions exercised at present by the Directorate of Civil Aeronautics.

C. "Designated airline" shall mean an airline that one Contracting Party has notified the other Contracting Party to be an airline which will operate a specific route or routes listed in the Route Schedule annexed to this Agreement. Such notification shall be communicated in writing, through diplomatic channels.

D. "Territory", in relation to a State, shall mean the land areas under the sovereignty, suzerainty, protection, jurisdiction or trusteeship of that State, and territorial waters adjacent thereto.

E. "Air service" shall mean any scheduled air service performed by aircraft for the public transport of passengers, mail or cargo, separately or in combination.

F. "International air service" shall mean an air service which passes through the air space over the territory of more than one State.

G. "Stop for non-traffic purposes" shall mean a landing for any purpose other than taking on or discharging passengers, cargo or mail.

ARTICLE 2

Each Contracting Party grants to the other Contracting Party rights necessary for the conduct of air services by the designated airlines as follows: the rights of transit, of stops for non-traffic purposes, and of commercial entry and departure for international traffic in passengers, cargo, and mail, separately or in combination, at the points in its territory named on each of the routes specified in the appropriate paragraph of the Route Schedule annexed to this Agreement.

ARTICLE 3

Air service on a specified route may be inaugurated by an airline or airlines of one Contracting Party at any time after that Contracting Party has designated such airline or airlines for that route and the other Contracting Party has granted the appropriate operating permission. Such other Contracting Party shall, subject to Article 4, grant this permission with a minimum of procedural delay provided that the designated airline or airlines may be required to qualify before the competent aeronautical authorities of that Contracting Party, under the laws and regulations normally applied by those authorities, before being permitted to engage in the operations contemplated in this Agreement.

ARTICLE 4

A. Each Contracting Party reserves the right to withhold, suspend, or revoke the operating permission referred to in Article 3 of this Agreement with respect to an airline designated by the other Contracting Party, or to impose conditions on such permission, in the event that:

(1) such airline fails to qualify under the laws and regulations normally applied by the aeronautical authorities of that Contracting Party;

(2) such airline fails to comply with the laws and regulations referred to in Article 5 of this Agreement;

(3) that Contracting Party is not satisfied that substantial ownership and effective control of such airline are vested in nationals of the other Contracting Party.

B. Unless immediate action is essential to prevent infringement of the laws and regulations referred to in Article 5 of this Agreement, the right to suspend or revoke such permission shall be exercised only after consultation with the other Contracting Party.

ARTICLE 5

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

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

ARTICLE 6

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party, and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services provided for in this Agreement, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention on International Civil Aviation. [1] Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by another State.

ARTICLE 7

In order to prevent discriminatory practices and to assure equality of treatment, the Contracting Parties agree that:

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

B. Each shall exempt the designated airline or airlines of the other Contracting Party to the fullest extent possible under its national law from import restrictions, customs duties, excise taxes, inspection fees, and other national duties and charges on fuel, lubricants, consumable technical supplies, spare parts including engines, regular equipment, ground equipment, stores, and other items intended for use solely in connection with the operation or servicing of aircraft of the

[1] TIAS 1591, 3756, 6605, 6681; 61 Stat. 1180; 8 UST 179; 19 UST 7693; 20 UST 718.

airlines of such other Contracting Party in international air service. The exemptions provided under this paragraph shall apply to items:

(1) introduced into the territory of one Contracting Party by the airlines of the other Contracting Party or its nationals;

(2) retained on aircraft of the airlines of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party; or

(3) taken on board aircraft of the airlines of one Contracting Party in the territory of the other and intended for use in international air service;

whether or not such items are used or consumed wholly within the territory of the Contracting Party granting the exemption.

C. The exemptions provided under this article shall also be available in situations where the designated airline or airlines of one Contracting Party have entered into arrangements with another airline or airlines for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraph B, provided such other airline or airlines similarly enjoy such exemptions from such other Contracting Party.

ARTICLE 8

There shall be a fair and equal opportunity for the airlines of each Contracting Party to operate on any route covered by this Agreement.

ARTICLE 9

In the operation by the airlines of either Contracting Party of the air services described in this Agreement, the interest of the airlines of the other Contracting Party shall be taken into consideration so as not to affect unduly the

services which the latter provides on all or part of the same routes.

ARTICLE 10

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

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

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

(2) to the requirements of through airline operations; and,

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

C. The airline or airlines of both Contracting Parties shall, in keeping with the provisions of paragraphs A and B of this article, have the freedom to determine the capacity, frequency, scheduling, and type of aircraft to be employed in connection with services over any of the routes specified in the route schedule. In the event that one of the Contracting

Parties believes that the operations conducted by an airline of the other Contracting Party have been inconsistent with the standards and principles set forth in this article, it may request consultations pursuant to Article 13 of this Agreement for the purpose of reviewing the operations in question to determine whether they are in conformity with said standards and principles.

ARTICLE 11

A. All rates to be charged by an airline of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors, such as costs of operation, reasonable profit, and the rates charged by any other airlines, as well as the characteristics of each service. Such rates shall be subject to the approval of the aeronautical authorities of the Contracting Parties, who shall act in accordance with their obligations under this Agreement, within the limits of their legal competence.

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

C. It is recognized by both Contracting Parties that during any period for which either Contracting Party has approved the traffic conference procedures of the International Air Transport Association, or other associations of international air carriers, any rate agreements concluded through these procedures and involving an airline or airlines of that Contracting Party will be subject to the approval of the aeronautical authorities of that Contracting Party.

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

E. If a Contracting Party upon review of an existing rate charged for carriage to or from its territory by an airline or airlines of the other Contracting Party is dissatisfied with that rate, it shall so notify the other Contracting Party and the Contracting Parties shall endeavor to reach agreement on the appropriate rate.

F. In the event that an agreement is reached pursuant to the provisions of paragraph D or E, each Contracting Party will exercise its best efforts to put such rate into effect.

G. If:

(1) under the circumstances set forth in paragraph D no agreement can be reached prior to the date that such rate would otherwise become effective, or

(2) under the circumstances set forth in paragraph E no agreement can be reached prior to the expiration of sixty (60) days from the date of notification,

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

H. When in any case under paragraphs D and E of this article the aeronautical authorities of the two Contracting Parties cannot agree within a reasonable time upon the appropriate rate after consultation initiated by the complaint of one Contracting Party concerning the proposed rate or an existing rate of the airline or airlines of the other Contracting Party, upon the request of either, the terms of Article 14 of this Agreement shall apply. In rendering its decision or award, the arbitral tribunal shall be guided by the principles laid down in this article.

ARTICLE 12

A. Each designated airline has the right to engage in the sale of air transportation in the territory of the other Contracting Party directly and, in its discretion, through its agents. Such airline shall have the right to sell such transportation, and any person shall be free to purchase such transportation in the currency of that territory or in freely convertible currencies of other countries.

B. Any rate specified in terms of the national currency of one of the Contracting Parties shall be established in an amount which reflects the effective exchange rate (including all exchange fees or other charges) at which the airlines of

both Parties can convert and remit the revenues from their transport operations into the national currency of the other Contracting Party.

C. Each designated airline has the right to convert and remit to its country local revenues in excess of sums locally disbursed. Conversion and remittance shall be permitted promptly and without restrictions at the rate of exchange in effect for the sale of transportation at the time such revenues are presented for conversion and remittance, and shall be exempted from taxation to the fullest extent permitted by national law. If a Contracting Party requires the submission of applications for conversion and remittance, the airlines of the other Contracting Party shall be permitted to file such applications, as often as weekly, free of burdensome or discriminatory documentary requirements.

ARTICLE 13

Consultation between the competent authorities of both Contracting Parties may be requested at any time by either Contracting Party for the purpose of discussing the interpretation, application, or amendment of the Agreement or the annexed Route Schedule. Such consultation shall begin within a period of sixty (60) days from the date of the receipt of the request by the Department of State of the United States of America or the Ministry of Foreign Affairs of the Democratic Republic of the Congo as the case may be. Should agreement be reached on amendment of the Agreement or its Route Schedule, such amendment will come into effect upon confirmation by an exchange of diplomatic notes.

ARTICLE 14

A. Any dispute with respect to matters covered by this Agreement not satisfactorily adjusted through consultation shall, upon request of either Contracting Party, be submitted to arbitration in accordance with the procedures set forth herein.

B. Arbitration shall be by a tribunal of three arbitrators constituted as follows:

(1) One arbitrator shall be named by each Contracting Party within 60 days of the date of delivery by either Contracting Party to the other of a request for arbitration. Within 30 days after such period of 60 days, the two arbitrators so designated shall by agreement designate a third arbitrator, who shall not be a national of either Contracting Party.

(2) If the third arbitrator is not agreed upon in accordance with paragraph (1), either Contracting Party may request the President of the Council of the International Civil Aviation Organization to designate the necessary arbitrator.

C. Each Contracting Party shall use its best efforts consistent with its national law to put into effect any decision or award of the arbitral tribunal.

D. Each Contracting Party shall pay the fees and expenses of the arbitrator it has nominated. The fees and expenses of the third arbitrator and of the arbitral tribunal shall be shared equally by the Contracting Parties.

ARTICLE 15

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

ARTICLE 16

Either of the Contracting Parties may at any time notify the other of its intention to terminate the present Agreement. Such a notice shall be sent simultaneously to the International Civil Aviation Organization. This Agreement shall terminate one year after the date on which the notice of termination is received by the other Contracting Party, unless withdrawn before the end of this period by agreement between the Contracting Parties. Should the other party not acknowledge receipt, the notification will be considered as having been received fourteen days subsequent to the date of its receipt by the International Civil Aviation Organization.

ARTICLE 17

This agreement will come into force on the day it is signed.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed the present Agreement.

DONE in duplicate at New York in the English and French languages, both texts being equally authentic, this fourteenth day of August, 1970.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

[1]

FOR THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE CONGO:

[2]

[1] David D Newsom
[2] Evariste Loliki

ROUTE SCHEDULE

A. An airline or airlines designated by the Government of the United States of America shall be entitled to operate air services on the routes specified, in both directions, and to make scheduled landings in the territory of the Democratic Republic of the Congo at the points specified in this paragraph:

> From the United States via intermediate points in Portugal (including the Azores and Madeira Islands), Spain (including the Canary Islands), South America, and Africa, to Kinshasa and beyond to points in Africa and the Indian Ocean south of the Equator to Australasia and beyond.

B. An airline or airlines designated by the Government of the Democratic Republic of the Congo shall be entitled to operate air services on the routes specified, in both directions, and to make scheduled landings in the territory of the United States of America at the points specified in this paragraph:

> From the Congo via intermediate points in Africa, Spain (including the Canary Islands), Portugal (including the Azores and Madeira Islands) to New York and beyond to a point in Canada.

C. Points on any of the specified routes may, at the option of the designated airline, be omitted on any or all flights.

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ACCORD ENTRE LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE
ET LE GOUVERNEMENT DE LA REPUBLIQUE DEMOCRATIQUE DU CONGO
RELATIF AUX TRANSPORTS AERIENS

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Démocratique du Congo,

Désirant conclure un accord dans le but d'encourager les communications aériennes entre leurs territoires respectifs,

Sont convenus de ce qui suit:

ARTICLE PREMIER

Pour l'application du présent Accord:

A. Le mot "Accord" s'entendra du présent Accord et du tableau de routes ci-annexé, ainsi que de tous amendements y afférents.

B. L'expression "autorités aéronautiques" s'entendra, en ce qui concerne les Etats-Unis d'Amérique, du "Civil Aeronautics Board" et de toute personne ou de tout organisme qui serait habilité à assumer les fonctions actuellement exercées par le "Civil Aeronautics Board" et, en ce qui concerne la République Démocratique du Congo, de la Direction de l'Aéronautique Civile ou de tout organisme qui serait habilité à assumer les fonctions actuellement exercées par ladite Direction de l'Aéronautique Civile.

C. L'expression "entreprise de transport aérien désignée" s'entendra d'une entreprise de transport aérien pour laquelle l'une des Parties contractantes aura avisé l'autre Partie contractante qu'elle est l'entreprise de transport aérien destinée à exploiter la route ou les routes énumérées au tableau annexé au présent Accord. Cette notification sera faite par écrit et communiquée par les voies diplomatiques.

D. Le mot "territoire", eu égard à un Etat, s'entendra des régions terrestres sur lesquelles ledit Etat exerce sa souveraineté, sa suzeraineté, son protectorat, sa juridiction ou une tutelle, ainsi que des eaux territoriales y adjacentes.

E. L'expression "service aérien" s'entendra de tout service aérien régulier assuré par des aéronefs affectés au transport public de passagers, de courrier et de marchandises, séparément ou à titre de transport mixte.

F. L'expression "service aérien international" s'entendra d'un service aérien qui survole le territoire de plusieurs Etats.

G. L'expression "escale pour raisons non commerciales" s'entendra d'une escale ne comportant ni embarquement ni débarquement de passagers, de marchandises ou de courrier.

ARTICLE 2

Chaque Partie contractante accorde à l'autre Partie contractante les droits ci-après nécessaires à l'exploitation des services aériens par les entreprises de transport aérien désignées: le droit de transit, le droit d'escale pour raisons non commerciales et le droit de débarquer et d'embarquer en trafic commercial international des passagers, des marchandises et du courrier, séparément ou à titre de transport mixte, aux points de son territoire énumérés sur chacune des routes décrites au paragraphe approprié du tableau annexé au présent Accord.

ARTICLE 3

Le service aérien sur une route spécifiée pourra être inauguré par une ou plusieurs entreprises de transport aérien d'une Partie contractante dès que ladite Partie contractante aura désigné une ou plusieurs entreprises de transport aérien pour exploiter cette route et que l'autre Partie contractante aura délivré l'autorisation d'exploitation requise. Ladite autre Partie sera tenue, sous réserve des dispositions de l'article 4, de donner cette autorisation dans des délais de procédure minimums, à condition que l'entreprise ou les entreprises de transport aérien désignées puissent être requises par les autorités aéronautiques compétentes de la Partie contractante ci-dessus mentionnée de satisfaire aux conditions prescrites, aux termes des lois et

règlements normalement appliqués par ces mêmes autorités, avant qu'il ne leur soit permis d'assurer les services prévus au présent Accord.

ARTICLE 4

A. Chaque Partie contractante se réserve le droit de refuser l'autorisation d'exploitation prévue à l'article 3 du présent Accord à une entreprise de transport aérien désignée par l'autre Partie contractante, ou de suspendre ou de révoquer une telle autorisation, ou d'imposer des conditions relativement à ladite autorisation au cas où:

1) ladite entreprise de transport aérien ne satisferait pas aux conditions stipulées par les lois et règlements normalement appliqués par les autorités aéronautiques de ladite Partie contractante;

2) ladite entreprise de transport aérien ne se conformerait pas aux lois et règlements mentionnés à l'article 5 du présent Accord;

3) ladite Partie contractante n'aurait pas la preuve qu'une partie importante de la propriété et le contrôle effectif de cette entreprise de transport aérien sont entre les mains de nationaux de l'autre Partie contractante.

B. A moins que des mesures immédiates ne soient essentielles afin de prévenir toute violation des lois et règlements mentionnés à l'article 5 du présent Accord, le droit de suspension ou de révocation de ladite autorisation ne devra être exercé qu'après avoir consulté l'autre Partie contractante.

ARTICLE 5

A. Les lois et règlements d'une Partie contractante relatifs à l'entrée sur son territoire et à la sortie de son territoire des aéronefs employés à la navigation internationale, ou relatifs à l'exploitation et à la navigation desdits aéronefs durant leur présence dans les limites de son territoire, s'appliqueront aux aéronefs de l'entreprise ou des

entreprises de transport aérien désignées par l'autre Partie contractante, lesquels devront s'y conformer à l'arrivée, au départ et durant leur présence dans les limites du territoire de la Partie contractante mentionnée en premier lieu.

B. Les lois et règlements d'une Partie contractante relatifs à l'admission sur son territoire et à la sortie de son territoire de passagers, d'équipages, de marchandises ou de courrier transportés par aéronefs, tels que les lois et règlements régissant l'entrée, les formalités de congé, l'immigration, les passeports, les douanes et la quarantaine, seront observés en ce qui concerne lesdits passagers, équipages et marchandises ou ledit courrier de l'autre Partie contractante, soit par eux-mêmes, soit par un tiers pour leur compte, à l'arrivée, au départ et pendant leur séjour dans les limites du territoire de la Partie contractante mentionnée en premier lieu.

ARTICLE 6

Les certificats de navigabilité, les brevets d'aptitude et les licences délivrés ou validés par l'une des Parties contractantes et non périmés seront reconnus valables par l'autre Partie contractante, aux fins d'exploitation des routes et des services spécifiés au présent Accord, pourvu toutefois que les conditions requises pour la délivrance ou la validation de ces brevets ou licences soient équivalentes ou supérieures aux conditions minima qui pourraient être établies en vertu de la Convention relative à l'Aviation Civile Internationale. Chaque Partie contractante se réserve cependant le droit de ne pas reconnaître valables pour la circulation au-dessus de son propre territoire les brevets d'aptitude et les licences délivrés à ses propres ressortissants par un autre Etat.

ARTICLE 7

Afin d'éviter les pratiques discriminatoires et d'assurer l'égalité de traitement, les Parties contractantes conviennent de ce qui suit:

A. Chacune des Parties contractantes pourra imposer ou permettre que soient imposés des droits justes et raisonnables pour l'utilisation des aéroports publics et autres installations sous son contrôle. Chacune des Parties contractantes convient, cependant, que ces droits ne seront pas plus élevés que ceux qui seraient payés pour l'utilisation d'aéroports et d'installations de ce genre par ses aéronefs nationaux employés à des services internationaux semblables.

B. Dans toute la mesure du possible aux termes de ses lois nationales chaque Partie contractante exemptera l'entreprise ou les entreprises de transport aérien désignées de l'autre Partie contractante des restrictions d'importation, des droits de douane, des impôts indirects, frais d'inspection et autres taxes ou droits nationaux en ce qui concerne les carburants, les lubrifiants, les approvisionnements techniques consomptibles, les pièces de rechange, y compris les moteurs, l'équipement normal, l'équipement au sol, les provisions de bord et autres articles destinés uniquement à être utilisés aux fins d'exploitation, d'entretien ou de réparation des aéronefs des entreprises de transport aérien de ladite autre Partie contractante affectés au service aérien international. Les exemptions accordées en vertu du présent paragraphe seront applicables aux articles:

1) qui seront introduits sur le territoire d'une Partie contractante par les entreprises de transport aérien désignées ou les ressortissants de l'autre Partie contractante;

2) qui demeureront à bord des aéronefs des entreprises de transport aérien d'une Partie contractante à leur arrivée sur le territoire de l'autre Partie contractante ou à leur départ de celui-ci; ou

3) qui seront chargés à bord des aéronefs des entreprises de transport aérien désignées d'une Partie contractante sur le territoire de l'autre et seront destinés à être utilisés aux fins du service aérien international,

que ces articles soient ou non consommés ou utilisés intégralement dans les limites du territoire de la Partie contractante ayant accordé l'exemption.

C. Les exemptions accordées en vertu du présent article seront également applicables dans les cas où l'entreprise ou les entreprises de transport aérien désignées d'une Partie contractante ont conclu des arrangements avec une autre entreprise ou des entreprises de transport aérien en vue du prêt ou du transfert, sur le territoire de l'autre Partie contractante, des articles spécifiés au paragraphe B du présent article, sous réserve que ladite entreprise ou lesdites entreprises de transport aérien bénéficient également de telles exemptions de la part de ladite autre Partie contractante.

ARTICLE 8

Il sera accordé aux entreprises de transport aérien de chaque Partie contractante, sur une base juste et équitable, la possibilité d'exploiter toute ligne mentionnée au présent Accord.

ARTICLE 9

Dans l'exploitation par les entreprises de transport aérien de l'une quelconque des deux Parties contractantes des services aériens mentionnés au présent Accord, les intérêts des entreprises de transport aérien de l'autre Partie contractante seront pris en considération, afin que ne soient pas indûment affectés les services que ces dernières assureraient sur tout ou partie des mêmes parcours.

ARTICLE 10

A. Les services aériens mis à la disposition du public par les entreprises de transport aérien en vertu du présent Accord devront correspondre étroitement aux besoins dudit public en matière de transport aérien.

B. Les services assurés aux termes du présent Accord par une entreprise de transport aérien désignée auront pour objet essentiel d'offrir une capacité correspondant à la demande de trafic entre le pays auquel ressortit l'entreprise de transport aérien et les pays desservis en dernier lieu. Le droit d'embarquer ou de débarquer sur ces parcours, à un point ou aux points

situés sur les itinéraires spécifiés au présent Accord, du trafic international à destination ou en provenance de pays tiers sera exercé conformément aux principes généraux de développement ordonné affirmés par les deux Parties contractantes et dans des conditions telles que la capacité soit adaptée:

1) à la demande de trafic entre le pays d'origine et les pays de destination du trafic;

2) aux exigences de l'exploitation des services long-courrier; et

3) à la demande de trafic dans la région traversée, compte tenu des services locaux et régionaux.

C. L'entreprise ou les entreprises de transport aérien des Parties contractantes auront, conformément aux dispositions des paragraphes A et B du présent article, la latitude de déterminer la capacité, la fréquence du service, l'horaire des vols ou le type d'aéronef employé dans le cadre des services assurés sur l'une quelconque des routes spécifiées dans le tableau des routes. Au cas où l'une des Parties contractantes estimerait que les activités relatives à l'exploitation d'une entreprise de transport aérien de l'autre Partie contractante ne sont pas conformes aux normes et principes énoncés au présent article, elle pourra, en vertu de l'article 13 du présent Accord, demander à entrer en consultation avec la Partie contractante en cause en vue d'examiner les activités en question et de déterminer si celles-ci sont ou non conformes auxdites normes et auxdits principes.

ARTICLE 11

A. Les tarifs à appliquer par les entreprises de transport aérien de l'une quelconque des Parties contractantes pour les parcours vers le territoire de l'autre Partie contractante ou en provenance de ce territoire devront être établis à des taux raisonnables, compte tenu de tous les éléments d'appréciation et en particulier des frais d'exploitation, de la réalisation d'un bénéfice normal, des tarifs pratiqués par les autres entreprises, ainsi que des caractéristiques présentées par chaque service.

Les tarifs dont il est question dans le présent article devront être soumis à l'approbation des autorités aéronautiques de chacune des Parties contractantes, lesquelles agiront selon les obligations résultant du présent Accord, dans les limites de leurs pouvoirs légaux.

B. Tout tarif proposé par une entreprise de transport aérien de l'une des Parties contractantes pour le trafic à destination ou en provenance du territoire de l'autre Partie contractante devra, le cas échéant, être soumis aux autorités aéronautiques de cette autre Partie contractante trente (30) jours au moins avant la date prévue pour sa mise en application, à moins que la Partie contractante à laquelle doit être soumis ledit tarif n'autorise un préavis plus court. Les autorités aéronautiques de chaque Partie contractante s'emploieront de leur mieux pour s'assurer que les tarifs appliqués et perçus sont conformes aux tarifs soumis à l'approbation de l'autre Partie contractante et qu'aucune entreprise ne consent, directement ou indirectement, de rabais quel qu'il soit, même sous forme de commissions excessives accordées aux agences.

C. Les deux Parties contractantes reconnaissent que pendant toute période pour laquelle l'une ou l'autre des Parties contractantes a approuvé la procédure des conférences de trafic aérien de l'Association Internationale des Transports Aériens ou d'autres associations d'entreprises de transports aériens internationaux tout accord sur les tarifs conclu selon cette procédure et intéressant l'entreprise ou les entreprises de transport aérien de ladite Partie contractante sera soumis à l'approbation des autorités aéronautiques de cette Partie contractante.

D. Si l'une des Parties contractantes, après réception de la notification prévue au paragraphe B ci-dessus, n'approuve pas le tarif proposé, elle en avisera l'autre Partie contractante quinze (15) jours au moins avant la date prévue pour la mise en application dudit tarif et les Parties contractantes s'efforceront d'aboutir à un accord sur un tarif convenable.

E. Si l'une des Parties contractantes, après avoir examiné le tarif existant pour des transports vers son territoire ou en provenance de ce territoire par une entreprise de l'autre Partie contractante, n'approuve pas ce tarif, elle en avisera l'autre Partie contractante et les deux Parties contractantes s'efforceront d'aboutir à un accord sur un tarif convenable.

F. Lorsqu'un accord est conclu conformément aux dispositions du paragraphe D ou du paragraphe E, chacune des Parties contractantes s'efforcera de mettre en application le tarif convenu.

G. 1) Si dans les conditions prévues au paragraphe D un accord ne peut être obtenu avant la date fixée pour la mise en application dudit tarif, ou

2) Si dans les conditions prévues au paragraphe E un accord ne peut être obtenu avant l'expiration d'un délai de soixante (60) jours à partir de la date de notification,

la Partie contractante qui s'oppose au tarif pourra prendre telle mesure qu'elle estimera nécessaire en vue d'empêcher l'inauguration ou le maintien du service en question au taux faisant l'objet de la réclamation, à la condition toutefois que la Partie contractante qui s'oppose au tarif n'exige pas un tarif supérieur au tarif le plus bas appliqué par sa propre entreprise ou ses propres entreprises de transport aérien pour un service comparable entre les mêmes points.

H. Si, dans l'un des cas prévus aux paragraphes D et E du présent article, les autorités aéronautiques des deux Parties contractantes ne parviennent pas à se mettre d'accord dans un délai raisonnable sur un tarif convenable, à l'issue des consultations engagées à la suite de la réclamation de l'une des Parties contractantes portant sur le tarif envisagé ou sur un tarif en vigueur de l'entreprise ou des entreprises de transport aérien de l'autre Partie contractante, les dispositions de l'article 14 du présent Accord seront applicables à la demande de l'une quelconque des Parties contractantes. En rendant sa décision ou sa sentence, le tribunal arbitral devra s'inspirer des principes énoncés au présent article.

ARTICLE 12

A. Chaque entreprise de transport aérien désignée a le droit de procéder à la vente de billets de transports aériens sur le territoire de l'autre Partie contractante directement et, à son gré, par l'intermédiaire de ses agences. Ladite entreprise aura le droit de vendre de tels billets, et toute personne aura la latitude d'acheter de tels billets, en monnaie du territoire en question ou en devises librement convertibles d'autres pays.

B. Tout tarif indiqué en unités de la monnaie nationale de l'une des Parties contractantes sera établi en un montant qui exprime le taux de change réel (en tenant compte des droits et autres frais) sur la base duquel les entreprises de transport aérien des deux Parties contractantes pourront convertir et verser, dans la monnaie nationale de l'autre Partie contractante, les fonds provenant de leurs opérations de transport.

C. Chaque entreprise de transport aérien désignée a le droit de convertir et de verser au pays dont elle relève des fonds de provenance locale en excédent des sommes déboursées localement. La conversion et le versement seront autorisés sans délai et sans restrictions au taux de change en vigueur pour la vente de billets de transports aériens au moment où ces fonds sont présentés pour conversion et versement, et seront exempts d'impôts dans toute la mesure permise par la loi nationale. Si une Partie contractante exige la présentation de demandes en vue d'effectuer cette conversion et ce versement, les entreprises de transport aérien de l'autre Partie contractante seront autorisées à soumettre de telles demandes, aussi souvent qu'une fois par semaine, exemptes de toutes conditions onéreuses ou discriminatoires de nature documentaire.

ARTICLE 13

L'une quelconque des Parties contractantes peut à tout moment demander que des consultations aient lieu entre les autorités compétentes des deux Parties contractantes au sujet de l'interprétation de l'application et de

l'amendement du présent Accord ou du tableau de routes en annexe. De telles consultations devront commencer dans un délai de soixante (60) jours à compter de la date de réception de la demande par le Ministère des Affaires Etrangères de la République Démocratique du Congo ou par le Département d'Etat des Etats-Unis d'Amérique, selon le cas. Au cas où les Parties décideraient d'apporter un amendement à l'Accord ou à son tableau de routes, ledit amendement entrera en vigueur dès qu'il aura été confirmé par un échange de notes diplomatiques.

ARTICLE 14

A. Tout différend relatif aux questions couvertes par le présent Accord qui ne serait pas réglé de façon satisfaisante par la voie des consultations devra, à la demande de l'une quelconque des Parties contractantes, être soumis à l'arbitrage conformément à la procédure prévue dans le présent Accord.

B. L'arbitrage incombera à un tribunal composé de trois arbitres et constitué comme suit:

1) Un arbitre sera désigné par chaque Partie contractante dans un délai de soixante (60) jours à compter de la date à laquelle l'une des Parties contractantes aura reçu de l'autre Partie une demande d'arbitrage. Dans les trente (30) jours qui suivront ledit délai de soixante (60) jours, les deux arbitres ainsi désignés désigneront d'un commun accord un troisième arbitre qui ne devra pas être un ressortissant de l'une ou de l'autre des Parties contractantes.

2) Si le troisième arbitre n'est pas agréé conformément aux dispositions du paragraphe 1), l'une quelconque des Parties contractantes pourra demander au Président du Conseil de l'Organisation de l'Aviation Civile Internationale de désigner l'arbitre nécessaire.

C. Chaque Partie contractante s'emploiera de son mieux, d'une façon compatible avec ses lois nationales, pour assurer l'exécution de toute décision ou sentence du tribunal arbitral.

D. Chaque Partie contractante devra s'acquitter des honoraires et des dépenses de l'arbitre qu'elle a nommé. Les Parties contractantes contribueront à part égale aux honoraires et aux dépenses du troisième arbitre et du tribunal d'arbitrage.

ARTICLE 15

Le présent Accord et tous les amendements apportés à celui-ci seront enregistrés à l'Organisation de l'Aviation Civile Internationale.

ARTICLE 16

L'une quelconque des Parties contractantes pourra à tout moment notifier à l'autre son désir de mettre fin au présent Accord. Une telle notification devra être adressée simultanément à l'Organisation de l'Aviation Civile Internationale. Le présent Accord prendra fin un an après la date de réception de la notification par l'autre Partie contractante, à moins que ladite notification ne soit retirée d'un commun accord entre les Parties contractantes avant l'expiration de cette période. Au cas où la Partie contractante qui recevrait une telle notification n'en accuserait pas réception, la notification sera considérée comme ayant été reçue quatorze (14) jours après la date de sa réception par l'Organisation de l'Aviation Civile Internationale.

ARTICLE 17

Le présent Accord entrera en vigueur le jour de sa signature.

EN FOI DE QUOI, les soussignés, y ayant été dûment autorisés par leurs Gouvernements respectifs, ont signé le présent Accord.

FAIT en double exemplaire, à New York, le 14 août 1970 dans les langues anglaise et française, les deux textes faisant également foi.

POUR LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE:

POUR LE GOUVERNEMENT DE LA REPUBLIQUE DEMOCRATIQUE DU CONGO:

TABLEAU DE ROUTES

A. L'entreprise ou les entreprises de transport aérien désignées par le Gouvernement des Etats-Unis d'Amérique auront le droit d'exploiter des services aériens sur les routes spécifiées, dans les deux sens, et d'effectuer des escales régulières dans le territoire de la République Démocratique du Congo aux points spécifiés dans le présent paragraphe:

> Des Etats-Unis, via des points intermédiaires au Portugal (y compris les Açores et les Iles Madère), en Espagne (y compris les Iles Canaries), en Amérique du Sud et en Afrique, à Kinshasa et au-delà vers des points en Afrique et dans l'Océan Indien situés au sud de l'Equateur jusqu'à l'Australasie et au-delà.

B. L'entreprise ou les entreprises de transport aérien désignées par le Gouvernement de la République Démocratique du Congo auront le droit d'exploiter des services aériens sur les routes spécifiées, dans les deux sens, et d'effectuer des escales régulières dans le territoire des Etats-Unis aux points spécifiés dans le présent paragraphe:

> Du Congo, via des points intermédiaires en Afrique, en Espagne (y compris les Iles Canaries), au Portugal (y compris les Açores et les Iles Madère), à New York et au-delà jusqu'à un point au Canada.

C. Les points situés sur l'une quelconque des routes spécifiées pourront, au gré de l'entreprise de transport aérien désignée, ne pas être desservis par l'un quelconque des services ou par la totalité desdits services.

BRAZIL

Alien Amateur Radio Operators

Agreement effected by exchange of notes
Signed at Rio de Janeiro January 26 and June 19, 1970;
Entered into force June 19, 1970.

The American Ambassador to the Minister of Foreign Affairs of Brazil

RIO DE JANEIRO,
January 26, 1970

No. 37

EXCELLENCY:

I have the honor to refer to conversations between representatives of the Government of the United States of America and representatives of the Government of Brazil relating to the possibility of concluding an agreement between the two Governments with a view to the reciprocal granting of authorizations to permit licensed amateur radio operators of either country to operate their stations in the other country, in accordance with the provisions of Article 41 of the International Radio Regulations, Geneva, 1959.[1]

Pursuant to section 303 (*l*)(2) and 310 (a) of the Communications Act of 1934 as amended (47 U.S.C. 303 (*l*)(2), 310 (a)), the Government of the United States of America proposes the conclusion of an agreement with respect to this matter as follows:

1. An individual who is licensed by his Government as an amateur radio operator and who operates an amateur radio station licensed by such Government shall be permitted by the other Government, on a reciprocal basis and subject to the conditions stated below, to operate such station in the territory of such other Government.

2. The individual who is licensed by his Government as an amateur radio operator shall, before being permitted to operate his station as provided for in paragraph 1, obtain from the appropriate administrative agency of the other Government an authorization for that purpose.

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[1] TIAS 4893; 12 UST 2633.

3. The appropriate administrative agency of each Government may issue an authorization, as prescribed in paragraph 2, under such conditions and terms as it may prescribe, including the right of cancellation at the convenience of the issuing Government at any time.

Upon the receipt of a reply note from Your Excellency indicating the concurrence of the Government of Brazil, it will be considered that this note and the reply note constitute an agreement between the two Governments, such agreement to be in force as of the date of the reply note and to be subject to termination by either Government giving six months' notice, in writing, of its intention to terminate.

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

C. BURKE ELBRICK

His Excellency
AMBASSADOR MARIO GIBSON BARBOZA
Minister of Foreign Affairs
Rio de Janeiro

The Minister of Foreign Affairs of Brazil to the American Chargé d'Affaires

MINISTERIO DAS RELAÇÕES EXTERIORES

DTC/DAI/DAS/82/572.(22) EM 19 DE JUNHO DE 1970

SENHOR ENCARREGADO DE NEGÓCIOS,

Tenho a honra de acusar recebimento da nota nº 37, de 26 de janeiro último, cujo teor, em português, é o seguinte:

"EXCELÊNCIA:

Tenho a honra de referir-me às conversações entre representantes do Govêrno dos Estados Unidos da América e representates do Govêrno brasileiro referentes à possibilidade de se concluir um convênio entre os dois Governos relativamente à autorização recíproca para que os radioamadores licenciados num país possam operar suas estações no outro país, de acôrdo com o previsto no Artigo 41 do Regulamento de Rádio Internacional (Genebra, 1959).

50-780 O - 71 - 58--pt. 2--21

De acôrdo com a seção 303 (*l*)(2) e 310(a) do Regulamento de Comunicações de 1934 modificado (47 U.S.C. 303 (*l*)(2), 310(a), o Govêrno dos Estados Unidos da América propõe a conclusão de um acôrdo nos seguintes têrmos:

I. Todo indivíduo detentor de uma licença de radioamador e que opere uma estação de radioamador autorizada pelo seu Govêrno será autorizado pelo Govêrno do outro país, a título de reciprocidade e sujeito às condições a seguir indicadas, a operar tal estação no território dêsse outro país.

II. O indivíduo detentor de uma licença de radioamador concedida pelo seu Govêrno deverá, antes de ser autorizado a operar a sua estação de acôrdo com o estipulado no parágrafo I, obter da autoridade administrativa competente do outro Govêrno uma licença para êsse fim.

III. A autoridade administrativa competente de cada Govêrno poderá emitir uma licença, de acôrdo com o parágrafo II, nas condições e têrmos a serem estabelecidos por êsse Govêrno, incluindo o direito de cancelar a autorização a qualquer momento, conforme sua conveniência.

Caso o Govêrno brasileiro concorde com as disposições acima, proponho que a presente nota, e a de resposta de Vossa Excelência, constituam um convênio entre os dois Governos, a entrar em vigor na data de resposta e podendo ser suspenso, por quaisquer dos dios Governos, mediante aviso escrito com antecedência de 6 (seis) meses."

2. Em resposta, levo ao conhecimento de Vossa Excelência que, em conformidade com a letra *b* do Artigo 8° do Regulamento dos Serviços de Radioamador (Decreto N° 58.555/66–D.O. de 03.6.66), concordo com os têrmos da nota acima transcrita, a qual, juntamente com a presente, constituem acôrdo entre nossos dois Governos, a entrar em vigor nesta data.

Aproveito a oportunidade para renovar a Vossa Excelência os protestos da minha alta estima e mui distinta consideração.

MARIO GIBSON BARBOZA

Ao Senhor Ministro CLEARANCE BOOMSTRA,
Encarregado de Negócios dos
Estados Unidos da América.

Translation

MINISTRY FOR FOREIGN AFFAIRS

DTC/DAI/DAS/82/572. (22) JUNE 19, 1970

MR. CHARGÉ D'AFFAIRES:

I have the honor to acknowledge receipt of note No. 37 of January 26, 1970, which, in Portuguese, reads as follows:

[For the English language text, see p. 1960.]

2. In reply, I inform Your Excellency that, pursuant to Article 8(b) of the Regulations of Amateur Radio Operations (Decree No. 58.555/66, *Diário Oficial* of June 3, 1966), I concur in the terms of the note transcribed above, which, together with this note, shall constitute an agreement between our two Governments, to enter into force on this date.

I avail myself of this opportunity to renew to Your Excellency the assurances of my high esteem and very distinguished consideration.

MARIO GIBSON BARBOZA

MR. CLARENCE BOONSTRA,
Chargé d'Affaires of the
United States of America.

MULTILATERAL

Aviation: Joint Financing of Certain Air Navigation Services in Greenland and the Faroe Islands

Agreement amending the agreement done at Geneva September 25, 1956, as amended.
Adopted by the Council of the International Civil Aviation Organization, Montreal, June 1, 1970;
Entered into force June 1, 1970.

ORGANISATION DE L'AVIATION CIVILE INTERNATIONALE

ORGANIZACIÓN DE AVIACIÓN CIVIL INTERNACIONAL

ICAO—OACI

INTERNATIONAL CIVIL AVIATION ORGANIZATION
INTERNATIONAL AVIATION BUILDING
1080 UNIVERSITY STREET
MONTREAL 3, P.Q., CANADA

WHEN REPLYING, PLEASE QUOTE:
RÉFÉRENCE À RAPPELER DANS LA RÉPONSE:
INDÍQUESE EN LA RESPUESTA ESTA REFERENCIA:

EC 8/66.5 - 70/165

31 JULY 1970

Subject: Increase in the Article V ceiling of the 1956 Danish Joint Financing Agreement
Action Required: None - for information

The Secretary General of the International Civil Aviation Organization presents his compliments and has the honour to state that, unanimous consent of the Contracting Governments having been obtained, the Council on 1 June 1970 increased the limit in Article V of the Agreement on the Joint Financing of Certain Air Navigation Services in Greenland and the Faroe Islands [1] (Doc. 7726-JS/563) to US$3,142,379, the limit to apply to Denmark's actual costs under the Agreement commencing with the calendar year 1969 (cf. C-WP/5186). [2]

J.B.

THE REPRESENTATIVE OF THE UNITED STATES
OF AMERICA ON THE COUNCIL OF ICAO
International Aviation Building
Montreal

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[1] TIAS 4049, 6575; 9 UST 798; 19 UST 6214.
[2] Not printed.

ISRAEL

Agricultural Commodities

Agreement amending the agreement of May 7, 1970.
Effected by exchange of notes
Signed at Washington August 27, 1970;
Entered into force August 27, 1970.

The Secretary of State to the Chargé d'Affaires ad interim of Israel

DEPARTMENT OF STATE
WASHINGTON
August 27, 1970

SIR.

I refer to the agricultural commodities agreement between our two Governments of May 7, 1970 [1] and propose an amendment as follows

> In the commodity table in Part II, Item I, under the appropriate columns, increase the maximum export market value for feedgrains to $30.7 millions and the quantity to 600,000 MT, and increase the total export market value to $48.7 millions.
>
> All other terms and conditions of the May 7, 1970 agreement remain the same.

If the foregoing is acceptable to your Government, I propose that this note and your reply concurring therein constitute an agreement between our two Governments to enter into force on the date of your note in reply.

Accept, Sir, the assurances of my high consideration.

For the Secretary of State.

RODGER P DAVIES

Rodger P Davies
Deputy Assistant Secretary
Bureau of Near Eastern and South Asian Affairs

The Honorable
SHLOMO ARGOV,
Chargé d'Affaires ad interim of Israel.

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[1] TIAS 6871, *ante*, p. 1155.

The Chargé d'Affaires ad interim of Israel to the Secretary of State

EMBASSY OF ISRAEL
WASHINGTON, D.C.

שגרירות ישראל
ושינגטון

AO/161

27 AUGUST 1970

SIR:

I have the honor to refer to the Department Note of today's date in which an amendment to the Agricultural Commodities Agreement between our two Governments of May 7, 1970, is proposed as follows

> "In the commodity table in Part II, Item I, under the appropriate columns, increase the maximum export market value for feedgrains to $30.7 millions and the quantity to 600,000 MT, and increase the total export market value to $48.7 millions.
>
> All other terms and conditions of the May 7, 1970 agreement remain the same."

The foregoing amendment is acceptable to the Government of Israel and we concur that this constitute an agreement between our two Governments to enter into force on this date.

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

SHLOMO ARGOV

Shlomo Argov
Charge d'Affaires of Israel ad interim

The Honorable
WILLIAM P ROGERS
Secretary of State
Washington, D.C

LIBERIA

Agricultural Commodities

Agreement signed at Monrovia June 24, 1970;
Entered into force June 24, 1970.

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

The Government of the United States of America and the Government of the Republic of Liberia have agreed to the sales of the agricultural commodities specified below. This Agreement shall consist of the Preamble, Parts I and III, and the dollar credit annex, of the agreement signed October 23, 1967, [1] together with the following Part II.

PART II - PARTICULAR PROVISIONS

ITEM I - Commodity Table:

Commodity	Supply Period	Approximate Maximum Quantity	Maximum Export market value
Rice	United States Fiscal Year 1971	5,000 MT	(1,000) $910

ITEM II - Payment Terms:

A. Dollar Credit

1. Initial payment - 5 percent
2. Currency Use Payment - 5 percent of the dollar amount of the financing by the Government of the exporting country under this agreement is payable upon demand by the Government of the exporting country, in amounts as it may determine and in accordance with paragraph 6 of the dollar credit annex appli-

[1] TIAS 6363; 18 UST 2777.

cable to this agreement. No requests for payment will be made by the Government of the exporting country prior to the first disbursement by the CCC (Commodity Credit Corporation - USDA) under this agreement.

3. Number of installment payments - 19
4. Amount of each installment payment - approximately equal annual amounts.
5. Due date of the first installment payment - 2 years after the 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	Usual Marketing Requirement
Rice	United States Fiscal Year 1971	38,000 MT (of which at least 35,000 MT shall be imported from the U.S.A.)

ITEM IV - Export Limitations

A. The export limitation period shall be for United States fiscal Year 1971 or any subsequent period during which said commodity is being imported or utilized.

B. For the purposes of Part I, Article III A(3) of the agreement the commodities considered to be the same as, or like, the commodities imported under this agreement are: For rice-food grains, including rice, corn and/or products thereof.

ITEM V - Self-help Measures

The Government of the importing country agrees to:

A. Continue to give high priority to the agricultural development portion of its annual budget as evidenced by continuing to increase the funds allocated to the agriculture sector, particularly for the Department of Agriculture, during the next budget year.

B. Provide support for rice production and marketing and other agricultural programs, including the following:

1. Establish rice marketing and, if needed, price incentive programs as recommended in the AID/USDA report dated July 1969.
2. Increase and improve rice research and variety trials.
3. Plan and implement a comprehensive soil survey to determine areas best suited for both upland and irrigated rice production and other food crops.
4. Collect and analyze further agriculture census data.

ITEM VI - Economic Development Purposes for which Proceeds Accruing to the Importing Country are to be Used:

The purposes, specified in Item V and for other economic development purposes as may be mutually agreed upon.

ITEM VII - Other Provisions

Ocean Freight Financing

A. The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in United States flag vessels, but notwithstanding the provisions of paragraph 1 of the Dollar Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

B. The currency use payment under Part II, Item II (2) of this agreement shall credit against (a) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal and interest starting with the first installment payment, until value of the currency use payment has been offset.

C. Notwithstanding paragraph 4 of the dollar credit annex, the Government of the importing country may withhold from deposit in the special account referred to in such paragraph or may withdraw from amounts deposited therein so much of the proceeds accruing to it from the sale of commodities financed under this agreement as is equal to the amount of the currency use payments made by the Government of the importing country.

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

DONE at Monrovia, Liberia, in duplicate, this 24th day of June, 1970.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

SAMUEL Z. WESTERFIELD, Jr.

Samuel Z. Westerfield, Jr.
Ambassador of the United States of America

FOR THE GOVERNMENT OF THE REPUBLIC OF LIBERIA:

JAMES T. PHILLIPS, Jr.

James T. Phillips, Jr.
Secretary of Agriculture

D. FRANKLIN NEAL

D. Franklin Neal
Acting Secretary of Department of Planning and Economic Affairs

MULTILATERAL

International Trade in Cotton Textiles

Protocol extending the long-term arrangements of February 9, 1962, as extended.
Done at Geneva June 15, 1970;
Entered into force October 1, 1970.

PROTOCOL

EXTENDING THE ARRANGEMENT REGARDING

INTERNATIONAL TRADE IN COTTON TEXTILES OF

1 OCTOBER 1962 [1]

PROTOCOLE

PROROGEANT L'ACCORD CONCERNANT

LE COMMERCE INTERNATIONAL DES TEXTILES DE COTON DU

1er OCTOBRE 1962

GENERAL AGREEMENT ON TARIFFS AND TRADE

ACCORD GENERAL SUR LES TARIFS DOUANIERS
ET LE COMMERCE

15 June 1970
Geneva

[1] Done at Geneva Feb. 9, 1962; entered into force Oct. 1, 1962. TIAS 5240, 6289; 13 UST 2672; 18 UST 1337. [Footnote added by the Department of State.]

PROTOCOL EXTENDING THE ARRANGEMENT REGARDING INTERNATIONAL TRADE IN COTTON TEXTILES OF 1 OCTOBER 1962

The COUNTRIES PARTICIPATING in the Arrangement Regarding International Trade in Cotton Textiles (hereinafter referred to as "the Arrangement").

ACTING pursuant to paragraph (d) of Article 8 of the Arrangement,

HEREBY AGREE as follows:

1. The period of validity of the Arrangement, set out in Article 14, and extended by a Protocol which entered into force on 1 October 1967, shall be further extended for a period of three years, i.e. until 30 September 1973.

2. The last sentence in paragraph 3 of Article 2 shall be amended to read:

> "It would, however, be desirable that the overall increase should be distributed as equally as possible in the annual quotas to be applied over the period of validity of the Arrangement."

3. Annex A shall be amended to read:

"ANNEX A[1]

For purposes of Article 2 the percentages referred to in paragraph 3 thereof shall be:

For Austria	209 per cent
For Denmark	33 per cent
For Norway	33 per cent
For Sweden	33 per cent"

4. This Protocol shall be open for acceptance, by signature or otherwise, by governments participating in the Arrangement and by other governments accepting or acceding to the Arrangement pursuant to the provisions of Article 11 thereof. It shall be open to the European Economic Community as such to accept this Protocol.

5. This Protocol shall enter into force on 1 October 1970 for the countries which have accepted it by that date.[2] It shall enter into force for a country which accepts it on a later date as of the date of such acceptance.

DONE at Geneva this fifteenth day of June one thousand nine hundred and seventy, in a single copy in the English and French languages, both texts being authentic.

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[1] **Having undertaken to proceed towards the conclusion of bilateral agreements under Article 4, the European Economic Community holds the view that the modalities for the implementation of Article 2 are no longer relevant in its case.**

[2] **Accepted by the United States of America July 10, 1970.**
[Footnote added by the Department of State.]

PROTOCOLE PROROGEANT L'ACCORD CONCERNANT LE COMMERCE INTERNATIONAL DES TEXTILES DE COTON DU 1er OCTOBRE 1962

Les PAYS PARTICIPANT à l'Accord concernant le commerce international des textiles de coton (ci-après dénommé "l'Accord").

AGISSANT en conformité des dispositions de l'alinéa d) de l'article 8 de l'Accord,

SONT CONVENUS de ce qui suit:

1. La durée de validité de l'Accord, stipulée à l'article 14 et prorogée par un Protocole entré en vigueur le 1er octobre 1967, est prorogée de nouveau pour une période de trois ans, qui prendra fin le 30 septembre 1973.

2. La dernière phrase du paragraphe 3 de l'article 2 est modifiée comme suit:

> "Il serait cependant souhaitable que l'augmentation globale soit répartie aussi également que possible entre les contingents annuels qui seront appliqués pendant la durée de validité de l'Accord."

3. L'annexe A est modifiée comme suit:

"ANNEXE A[1]

Aux fins de l'article 2, les pourcentages prévus au paragraphe 3 dudit article sont les suivants:

Pour l'Autriche	209 pour cent
Pour le Danemark	33 pour cent
Pour la Norvège	33 pour cent
Pour la Suède	33 pour cent"

4. Le présent Protocole est ouvert à l'acceptation, par signature ou d'autre manière, des gouvernements participant à l'Accord et des autres gouvernements qui accepteront l'Accord ou y accéderont conformément aux dispositions de l'article 11 dudit Accord. La Communauté économique européenne aura la faculté d'accepter en tant que telle le présent Protocole.

5. Le présent Protocole entrera en vigueur le 1er octobre 1970 pour les pays qui l'auront accepté à cette date. Il entrera en vigueur, pour les pays qui l'accepteront ultérieurement, à la date de leur acceptation.

FAIT à Genève, le quinze juin mil neuf cent soixante-dix, en un seul exemplaire, en langues française et anglaise, les deux textes faisant également foi.

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[1] S'étant orientée vers la conclusion d'arrangements bilatéraux conformément à l'article 4, la Communauté économique européenne estime que les modalités d'application de l'article 2 sont, pour ce qui la concerne, sans objet.

For the Argentine Republic:	*Pour la République Argentine:*
For the Commonwealth of Australia:	*Pour le Commonwealth d'Australie:*
For the Republic of Austria:	*Pour la République d'Autriche:*
For Barbados:	*Pour la Barbade:*
For the Kingdom of Belgium:	*Pour le Royaume de Belgique:*
For the United States of Brazil:	*Pour les Etats-Unis du Brésil:*
For the Union of Burma:	*Pour l'Union birmane:*
For the Republic of Burundi:	*Pour la République du Burundi:*
For the Federal Republic of Cameroon:	*Pour la République fédérale du Cameroun:*
For Canada:	*Pour le Canada:*
For the Central African Republic:	*Pour la République centrafricaine:*
For Ceylon:	*Pour Ceylan:*
For the Republic of Chad:	*Pour la République du Tchad:*
For the Republic of Chile:	*Pour la République du Chili:*
For the Republic of the Congo (Brazzaville):	*Pour la République du Congo (Brazzaville):*
For the Republic of Cuba:	*Pour la République de Cuba:*
For the Republic of Cyprus:	*Pour la République de Chypre:*
For the Czechoslovak Socialist Republic:	*Pour la République socialiste tchécoslovaque:*
For the Republic of Dahomey:	*Pour la République du Dahomey:*
For the Kingdom of Denmark:	*Pour le Royaume de Danemark:*
For the Dominican Republic:	*Pour la République Dominicaine:*
For the Republic of Finland:	*Pour la République de Finlande:*
For the French Republic:	*Pour la République française:*
For the Republic of Gabon:	*Pour la République gabonaise:*
For the Gambia:	*Pour la Gambie:*
For the Federal Republic of Germany:	*Pour la République fédérale d'Allemagne:*

For the Republic of Ghana:	*Pour la République du Ghana:*
For the Kingdom of Greece:	*Pour le Royaume de Grèce:*
For Guyana:	*Pour la Guyane:*
For the Republic of Haiti:	*Pour la République d'Haïti:*
For Iceland:	*Pour l'Islande:*
For the Republic of India:	*Pour la République de l'Inde:*
For the Republic of Indonesia:	*Pour la République d'Indonésie:*
For Ireland:	*Pour l'Irlande:*
For the State of Israel:	*Pour l'Etat d'Israël:*
For the Republic of Italy:	*Pour la République d'Italie:*
For the Republic of the Ivory Coast:	*Pour la République de Côte-d'Ivoire:*
For Jamaica:	*Pour la Jamaïque:*
For Japan:	*Pour le Japon:*
For the Republic of Kenya:	*Pour la République du Kenya:*
For the Republic of Korea:	*Pour la République de Corée:*
For the State of Kuwait:	*Pour l'Etat du Koweït:*
For the Grand-Duchy of Luxemburg:	*Pour le Grand-Duché de Luxembourg:*
For the Malagasy Republic:	*Pour la République malgache:*
For Malawi:	*Pour le Malawi:*
For Malaysia:	*Pour la Malaysia:*
For Malta:	*Pour Malte:*
For the Islamic Republic of Mauritania:	*Pour la République islamique de Mauritanie:*
For the Kingdom of the Netherlands:	*Pour le Royaume des Pays-Bas:*
For New Zealand:	*Pour la Nouvelle-Zélande:*
For the Republic of Nicaragua:	*Pour la République du Nicaragua:*
For the Republic of the Niger:	*Pour la République du Niger:*
For Nigeria:	*Pour le Nigéria:*

For the Kingdom of Norway:	*Pour le Royaume de Norvège:*
For Pakistan:	*Pour le Pakistan:*
For the Republic of Peru:	*Pour la République du Pérou:*
For the People's Republic of Poland:	*Pour la République populaire de Pologne:*
For the Portuguese Republic:	*Pour la République du Portugal:*
For Rhodesia:	*Pour la Rhodésie:*
For the Republic of Rwanda:	*Pour la République rwandaise:*
For the Republic of Senegal:	*Pour la République du Sénégal:*
For Sierra Leone:	*Pour le Sierra Leone:*
For the Republic of South Africa:	*Pour la République sud-africaine:*
For the Spanish State:	*Pour l'Etat espagnol:*
For the Kingdom of Sweden:	*Pour le Royaume de Suède:*
For the Swiss Confederation:	*Pour la Confédération suisse:*
For the United Republic of Tanzania:	*Pour la République-Unie de Tanzanie:*
For the Togolese Republic:	*Pour la République togolaise:*
For Trinidad and Tobago:	*Pour la Trinité et Tobago:*
For the Republic of Tunisia:	*Pour la République tunisienne:*
For the Republic of Turkey:	*Pour la République de Turquie:*
For Uganda:	*Pour l'Ouganda:*
For the United Arab Republic:	*Pour la République arabe unie:*
For the United Kingdom of Great Britain and Northern Ireland:	*Pour le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord:*
For the United States of America:	*Pour les Etats-Unis d'Amérique:*
For the Republic of the Upper Volta:	*Pour la République de Haute-Volta:*
For the Eastern Republic of Uruguay:	*Pour la République orientale de l'Uruguay:*
For the Socialist Federal Republic of Yugoslavia:	*Pour la République socialiste fédérative de Yougoslavie:*

I hereby certify that the foregoing text is a true copy of the Protocol Extending the Arrangement Regarding International Trade in Cotton Textiles of 1 October 1962, done at Geneva on 15 June 1970, the original text of which is deposited with the Director-General to the CONTRACTING PARTIES to the General Agreement on Tariffs and Trade.

Je certifie que le texte qui précède est la copie conforme du Protocole prorogeant l'Accord concernant le commerce international des textiles de coton du 1er octobre 1962, fait à Genève le 15 juin 1970, dont le texte original est déposé auprès du Directeur général des PARTIES CONTRACTANTES à l'Accord général sur les tarifs douaniers et le commerce.

LONG

O. LONG

Director-General
Geneva

Directeur général
Genève

TIAS 6940

50-780 O 71 59--pt. 2--21

MEXICO

Weather Stations

Agreement effected by exchange of notes
Signed at México and Tlatelolco July 31, 1970;
Entered into force August 1, 1970.

The American Ambassador to the Secretary of Foreign Relations of Mexico

MEXICO, D.F.
July 31, 1970

No. 950

EXCELLENCY:

I have the honor to refer to the various agreements concerning the Cooperative Meteorological Observation Program between the United States of America and the United Mexican States, the most recent of which was effected by an exchange of notes dated July 1, 1970 [1] for the continuation of the existing program until July 31, 1970.

If the Government of the United Mexican States concurs that the aforesaid Cooperative Program continues to be of mutual benefit, I have the honor to propose that it be based in the future on the following terms:

1. Purpose. The purpose of the program shall be the facilitation of the operation and maintenance of a network of rawinsonde and and pilot balloon observation stations in Mexico, and the international dissemination of the results of the observations from the stations of this network, through cooperation between the designated cooperating agencies of the two Governments.

2. Cooperating Agencies. The cooperating agencies shall be (1) for the Government of the United States of America, the Environmental Science Services Administration, Department of Commerce, hereinafter referred to as the United States Cooperating Agency, and (2) for the Government of the United Mexican States, the Directorate-General of Geography and Meteorology, Secretariat of Agriculture and Animal Husbandry, hereinafter referred to as the Mexican Cooperating Agency.

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[1] TIAS 6904; *ante* p. 1472.

3. Conduct of Program. Meteorological stations established in the territory of the United Mexican States and meteorological work carried out in that territory shall always be under the direction and authority exclusively of the Mexican officials.

4. Title to Property.

(a) Title to all real property and any improvements thereto, furnished, acquired, or constructed for the purpose of conducting the program covered by this Agreement shall be vested in the Mexican Cooperating Agency, except when the Government of the United Mexican States determines, in a given case, that such title shall be vested, or remain vested, in another Mexican agency. Title to any part of the equipment or any personal property in general shall be vested in the Cooperating Agency which supplied it, or provided the funds for its acquisition, unless otherwise agreed between the two Cooperating Agencies for the more effective execution of the Program, in specific cases or with respect to specific categories of equipment or personal property.

(b) In the event of termination of the program, the United States Cooperating Agency shall transfer to the Mexican Cooperating Agency, on terms agreed to by both agencies, title to any item of personal property of the United States Cooperating Agency which is located in Mexico because of the program and which the Mexican Cooperating Agency elects to acquire.

5. Expenditures. All expenditures incident to the obligations assumed by the United States Cooperating Agency shall be paid by the Government of the United States of America, and all expenditures incident to the obligations assumed by the Mexican Cooperating Agency shall be paid by the Government of the United Mexican States.

6. Importation of Materials and Equipment. The Government of the United Mexican States shall take all necessary steps to facilitate the importation into Mexico of all materials and equipment, including motor vehicles, furnished by the United States Cooperating Agency for use in the cooperative program.

7. Exemptions.

(a) All materials and equipment, including motor vehicles furnished by the United States Cooperating Agency for use in Mexico in the cooperative program shall be admitted free of customs and import duties, taxes, and other similar charges.

(b) The exemptions referred to in paragraph 7 (a) shall be requested by a note from the Embassy of the United States of America to the Secretariat of Foreign Relations, which shall take the necessary steps with the competent Mexican authorities.

(c) No license fees, taxes, or other charges shall be payable in respect of use in Mexico, in connection with the cooperative program, of any item imported under the provisions of paragraph 7 (a).

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

(e) The two Governments agree that the terms of Article III, paragraph 2, and Article IV, paragraph 2, of the existing Consular Convention between Mexico and the Uuited States of America, signed on August 12, 1942,[1] shall be applicable to personnel of either Government who are duly assigned to perform, in the territory of the other, work related to the cooperative program.

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

9. Radio Frequencies. The radio operating frequencies in the bands 401–406 MHz and 1660–1700 MHz shall be protected in order to insure their use free of interference for rawinsonde operations, in accordance with the provisions of the Radio Regulations [2] annexed to the International Telecommunication Convention.[3]

10. Appropriation of Funds. To the extent that the carrying out of any provisions of this agreement will depend on the appropriation of funds, its execution shall be subject to the availability of such funds pursuant to the national procedures applicable in Mexico or the United States of America, as the case may be, to the appropriation of funds.

11. Memorandum of Arrangement. The Memorandum of Arrangement agreed upon by the two Cooperating Agencies specifying further details of the Program is annexed to this note and shall constitute an integral part of this Agreement. Any addition or amendment to the Memorandum of Arrangement agreed upon by the Cooperating Agencies shall enter into force as soon as it has been approved by an exchange of notes between the two Governments.

12. Term. This Agreement shall remain in force for three years. Notwithstanding the foregoing, either Government may terminate it at any time by giving sixty days' written notice to the other Government.

If the foregoing is acceptable to the Government of the United

[1] TS 985; 57 Stat. 805.
[2] TIAS 4893, 5603; 12 UST 2377; 15 UST 887.
[3] International Telecommunication Convention, *Montreux*, 1965; TIAS 6267; 18 UST 575.

Mexican States, I have the honor to propose to Your Excellency that this note and the note in which Your Excellency signifies your Government's approval shall constitute a cooperative meteorological observation agreement between Mexico and the United States of America, which shall become effective as of August 1, 1970.

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

ROBERT MCBRIDE

Annex:
Memorandum of Arrangement

His Excellency
ANTONIO CARRILLO FLORES,
Secretary of Foreign Relations,
Mexico, D.F.

MEMORANDUM OF ARRANGEMENT

The Environmental Science Services Administration of the Department of Commerce of the United States of America, hereinafter referred to as the United States Cooperating Agency, and the Directorate-General of Geography and Meteorology of the Secretariat of Agriculture and Animal Husbandry of the United Mexican States, hereinafter referred to as the Mexican Cooperating Agency, have agreed as follows pursuant to paragraph 11 of the Agreement between the Government of the United States of America and the Government of the United Mexican States, of which this Memorandum forms an integral part:

1. Name of Program. The program to which this Memorandum refers shall be known as the "Mexican-United States Cooperative Meteorological Observation Program."

2. Conduct of Work.

(a) The meteorological operations provided for in this Memorandum of Arrangement, and those which the two Cooperating Agencies may subsequently agree upon in accordance with the procedure specified in paragraph 11 of the Agreement, shall be carried out exclusively by the Mexican Cooperating Agency;

(b) All meteorological reports originating in the network of stations established in Mexican territory in accordance with this Memorandum shall be collected by the Mexican telecommunications station XBA in Mexico City and shall be transmitted thence to the United States meteorological telecommunications center in Miami.

3. Specific Undertakings on the Part of the Mexican Cooperating Agency.

The Mexican Cooperating Agency:

(a) shall establish and operate meteorological observation stations at the locations listed in the following schedule, to make the observations indicated:

Location of Station	Time and type of observation (GMT)			
	0000	0600	1200	1800
(1) Chihuahua	RWS	—	RWS	—
(2) Empalme	RWS	—	RWS	—
(3) Guadalupe Island	RWS*/P	P	RWS*/P	P
(4) La Paz	P	P	P	P
(5) Merida	RWS	(P)	RWS	(P)
(6) Mexico City Airport	RWS	(P)	RWS*	(P)
(7) Monterrey	RWS	(P)	RWS	(P)
(8) Mazatlan	RWS	(P)	RWS*	(P)
(9) Socorro Island	P	—	P	P
(10) Veracruz	RWS	(P)	RWS*	(P)

*The asterisk indicates that a particular facility, service, or procedure will be put into operation from a date to be agreed by the two Cooperating Agencies on the basis *inter alia* of the plans of the Government of the United Mexican States for the construction of the necessary facilities and the provision of the Mexican personnel (or additional Mexican personnel) needed to operate and maintain the station.

Notes:

(1) RWS denotes a rawinsonde observation to be made at the time indicated.
(2) P denotes a pilot balloon observation to be made at the time indicated.
(3) RWS*/P means that pilot balloon observations will be made until rawinsonde observations are introduced.
(4) (P) means that pilot balloon observations are currently being made by a Mexican Government agency other than the Cooperating Agency, under arrangements which are outside the purview of this Memorandum.

(b) shall provide all stations listed in paragraph 3 (a) which are in operation or may be brought into operation in due course with offices (including appropriate working and equipment storage space) and services (including water, electricity, and telephone) necessary for their operation;

(c) shall provide all personnel needed to carry out the observation programs of the stations and shall arrange for the listed observations

to be made each day, including Sundays and holidays, at the time or times specified in paragraph 3 (a) and occasionally at other times when both Cooperating Agencies consider it advisable to make them more frequently because of an actual or potential emergency situation resulting from observed or anticipated meteorological developments;

(d) shall undertake necessary maintenance of the buildings and the structures provided to house the inflation and tracking facilities at the rawinsonde stations listed in paragraph 3 (a) above and routine preventive maintenance of the rawinsonde and associated ground equipment at those stations;

(e) shall provide, as soon as possible, the Mexican specialized and trained technicians needed to ensure complete maintenance of the rawinsonde and other meteorological equipment at the stations;

(f) shall make the necessary arrangements for the results of the observations to be transmitted without delay to Mexican telecommunications station XBA, which shall be responsible for their retransmission to the United States meteorological telecommunications center in Miami for further international distribution;

(g) shall arrange for the observations to be made and their results recorded in accordance with the practices and procedures recommended by the World Meteorological Organization, with the additions contained in the technical manuals of the United States Cooperating Agency;

(h) shall provide, maintain and operate the equipment of the meteorological telecommunications center in Mexico City and shall maintain and operate any supplementary telecommunications equipment provided by the United States Cooperating Agency for use at the center;

(i) shall assign a technical inspector to supervise and coordinate the operation of the program in close cooperation with the United States technical representative or representatives appointed in accordance with paragraph 4 (f), and shall take whatever steps are necessary for the periodic visits (which should not be less than two a year in the case of rawinsonde stations) by that technician to the stations listed in paragraph 3 (a);

(j) shall provide an office for the United States technical representative(s) appointed in accordance with paragraph 4 (f) and space for the storage of rawinsonde and pilot balloon equipment and spare parts at the headquarters of the Mexican Cooperating Agency; and

(k) shall provide the United States Cooperating Agency with copies, on forms to be supplied by the United States Cooperating Agency, of the observations made at the rawinsonde and pilot balloon stations and also shall make available to the United States Cooperating Agency, for reference, the rawinsonde ground equipment records of each station.

4. Specific Undertakings on the Part of the United States Cooperating Agency.

The United States Cooperating Agency:

(a) at each station scheduled in paragraph 3 (a) to make rawinsonde observations, shall provide and install the tracking and recording equipment and associated ground equipment, including radome, hydrogen generating equipment (when employed), and stand-by electrical power plant required for maintaining and operating the program of the rawinsonde station, and shall furnish all expendable supplies and recording forms required for the same purpose;

(b) at each station scheduled in paragraph 3 (a) to make pilot balloon observations, shall provide and install the pilot balloon equipment and all expendable supplies and recording forms required for maintaining and operating the program of the station;

(c) shall provide all spare parts and replacement parts required for the maintenance of the 2½ KW single side band radio transmitter which has been provided by the United States Cooperating Agency as equipment supplemental to that provided by Mexico for the purpose of transmitting the results of the observations specified in paragraph 3 (g) to the United States meteorological telecommunications center in Miami;

(d) shall provide to the stations specified in paragraph 3 (a) all the parts and materials required for the maintenance of the United States equipment installed there, and arrange for and bear the costs of the visits to the stations by the United States personnel referred to in paragraph 4 (f);

(e) shall pay the cost of transporting to the stations to which they are consigned, the equipment, spare parts and forms indicated in paragraphs 4 (a)–4 (d) above;

(f) shall assign to the headquarters of the Mexican Cooperating Agency up to two technical representatives to serve as liaison personnel and to assist in the maintenance of equipment at the stations listed in paragraph 3 (a) in close cooperation with the Mexican technical inspector;

(g) shall provide for necessary visits (which should not be less than two a year in the case of the rawinsonde stations) by the United States technical representative or representatives to the stations listed in paragraph 3 (a);

(h) until such time as the Mexican Cooperating Agency assigns to the station in question a Mexican maintenance technician qualified and trained to undertake the complete maintenance of the rawinsonde and associated ground equipment, the United States Cooperating Agency shall assign a maintenance technician to perform that work, under the general direction of the United States technical representatives in Mexico City, at each of the following stations: Chihuahua, Empalme, and Monterrey;

(i) shall assist in providing appropriate training for Mexican personnel selected for eventual assignment to rawinsonde stations as maintenance technicians and for the technical inspector referred to in paragraph 3 (i).

IN WITNESS WHEREOF, the undersigned, being duly authorized therefor, have executed this Memorandum of Arrangement at Mexico, D.F. this 31st day of July 1970.

For the Environmental Science Services Administration, Department of Commerce of the United States of America

For the Directorate General of Geography and Meteorology, Secretariat of Agriculture and Animal Husbandry of the United Mexican States

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The Secretary of Foreign Relations of Mexico to the American Ambassador

ESTADOS UNIDOS MEXICANOS
SECRETARIA DE RELACIONES EXTERIORES
MEXICO

507768 TLATELOLCO, D.F., *a 31 de julio 1970.*

SEÑOR EMBAJADOR:

Tengo el honor de acusar a Vuestra Excelencia recibo de su atenta nota número 950 de esta fecha, cuyo texto traducido al español es el siguiente:

"Tengo el honor de referirme a los distintos acuerdos relativos al Programa de Cooperación en Materia de Observación Meteorológica entre los Estados Unidos de América y los Estados Unidos Mexicanos, el más reciente de los cuales se efectuó por Canje de Notas fechadas el 1o. de julio de 1970, con el fin de prorrogar hasta el 31 de julio de 1970 el Programa en vigor.

Si el Gobierno de los Estados Unidos Mexicanos está de acuerdo en que dicho Programa de Cooperación continúa siendo de beneficio mutuo, tengo el honor de proponer que en el futuro se ajuste a las siguientes bases:

1. Propósito. El propósito del Programa será facilitar, por conducto de las Dependencias de Cooperación designadas por los dos

Gobiernos, la operación y el mantenimiento en México de una red de estaciones de radiosondeo-viento y de observación por globo piloto, y la divulgación internacional de los resultados de las observaciones realizadas por las estaciones de dicha red.

2. Dependencias de Cooperación. Las Dependencias de Cooperación serán: 1) por el Gobierno de los Estados Unidos de América, la Administración de Servicios de Ciencia Ambiental del Departamento de Comercio, que de aquí en adelante se denominará "Dependencia de Cooperación de los Estados Unidos" y 2) por el Gobierno de los Estados Unidos Mexicanos, la Dirección General de Geografía y Meteorología de la Secretaría de Agricultura y Ganadería, que de aquí en adelante se denominará "Dependencia de Cooperación Mexicana".

3. Realización del Programa. Las Estaciones Meteorológicas establecidas en el territorio de los Estados Unidos Mexicanos y el trabajo meteorológico realizado en dicho territorio estarán siempre bajo la dirección y la autoridad exclusivas de los funcionarios mexicanos.

4. Títulos de Propiedad.

a) La propiedad de todo bien inmueble, incluyendo sus mejoras, aportado, adquirido o construído con el propósito de llevar a cabo el Programa a que se refiere este Acuerdo, corresponderá a la Dependencia de Cooperación Mexicana excepto cuando el Gobierno de los Estados Unidos Mexicanos determine que, en un caso dado, la propiedad corresponderá o seguirá correspondiendo a otra Dependencia Mexicana. La propiedad de cualquier parte del equipo y, en general, de cualquier bien mueble corresponderá a la Dependencia de Cooperación que lo haya suministrado, o que haya proporcionado los fondos para adquirirlo a menos que, para la buena ejecución del Programa, se convenga otra cosa entre las dos Dependencias de Cooperación en casos específicos o con respecto a categorías específicas de equipo o de bienes muebles.

b) En caso de terminación del Programa, la Dependencia de Cooperación de los Estados Unidos transferirá a la Dependencia de Cooperación Mexicana, en los términos que convengan las dos Dependencias, el derecho de propiedad sobre cualquier bien mueble de la Dependencia de Cooperación de los Estados Unidos que se encuentre en México con motivo del Programa y el cual la Dependencia de Cooperación Mexicana desee adquirir.

5. Gastos. Todos los gastos que se deriven de las obligaciones asumidas por la Dependencia de Cooperación de los Estados Unidos serán pagados por el Gobierno de los Estados Unidos de América y todos los gastos que se deriven de las obligaciones asumidas por la Dependencia de Cooperación de México serán pagados por el Gobierno de los Estados Unidos Mexicanos.

6. Importación de materiales y equipo. El Gobierno de los Estados Unidos Mexicanos tomará todas las medidas necesarias para facilitar la importación a México de todos los materiales y el equipo, incluyendo vehículos de motor, que aporte la Dependencia de Cooperación de los Estados Unidos para ser usados en el Programa de Cooperación.

7. Franquicias.

a) Todos los materiales y el equipo, incluyendo vehículos de motor, que aporte la Dependencia de Cooperación de los Estados Unidos para ser usados en México en el Programa de Cooperación, serán admitidos libres de derechos aduanales, de impuestos de importación y de otros gravámenes similares.

b) Las franquicias a que se refiere el párrafo 7 a) serán solicitadas mediante nota que la Embajada de los Estados Unidos de América dirija a la Secretaría de Relaciones Exteriores, la cual realizará los trámites correspondientes ante las autoridades mexicanas competentes.

c) No se hará cobro alguno por concepto de licencia, impuestos u otros gravámenes por el uso en México, en relación con el Programa de Cooperación, de cualquier objeto importado de acuerdo con lo previsto en el párrafo 7 a).

d) Ninguna persona que resida ordinariamente en los Estados Unidos de América estará obligada a pagar en México un impuesto por la autorización para prestar un servicio o realizar un trabajo para el Gobierno de los Estados Unidos relacionado con el Programa de Cooperación o bajo cualquier contrato hecho con el Gobierno de los Estados Unidos en relación con ese Programa.

e) Los dos Gobiernos convienen en que los términos del párrafo 2 del Artículo III y del párrafo 2 del artículo IV de la Convención Consular de 12 de agosto de 1942, vigente entre México y los Estados Unidos de América, serán aplicables al personal de cualquiera de los dos Gobiernos que haya sido debidamente comisionado para desempeñar, en el territorio del otro, trabajos relacionados con el Programa de Cooperación.

8. Responsabilidad. Cada Dependencia de Cooperación será responsable de las reclamaciones por daños a la propiedad o a las personas únicamente respecto de aquellas actividades que, en los términos del Programa de Cooperación, sean directamente realizadas por esa Dependencia de Cooperación o por sus empleados. Ninguna responsabilidad se originará para las Dependencias de Cooperación por el sólo hecho de tener el título de propiedad del equipo, las instalaciones o cualquier otro bien usado en el Programa de Cooperación.

9. Frecuencias de radio. Las frecuencias de operación de radio en las bandas de 401–406 MHz y de 1660–1700 MHz estarán, con el fin de asegurar su uso libre de interferencias en las operaciones de radiosondeo-viento, protegidas en los términos previstos por el

Reglamento de Radiocomunicaciones anexo a la Convención Internacional de Telecomunicaciones.

10. Asignaciones presupuestales. En la medida en que la ejecución de cualquiera de las estipulaciones de este Acuerdo dependa de la asignación de una partida presupuestal, quedará sujeta a la disponibilidad de fondos conforme a las normas vigentes en México o en los Estados Unidos de América, según sea el caso, para la asigación de partidas presupuestales.

11. Memorándum de Entendimiento. El Memorámdum de Entendimiento convenido por las dos Dependencias de Cooperación, en el cual se especifican mayores detalles del Programa, se anexa a la presente nota y constituye parte integral de este Acuerdo. Cualquier adición o reforma al Memorándum de Entendimiento que acuerden las Dependencias de Cooperación entratá en vigor una vez que haya sido aprobada mediante Canje de Notas entre los dos Gobiernos.

12. Vigencia. El presente Acuerdo tendrá una vigencia de tres años. No obstante lo anterior, cualquiera de los dos Gobiernos podrá darlo por terminado en cualquier momento mediante notificación que dé al otro por escrito con 60 días de anticipación.

Si lo anterior es aceptable para el Gobierno de los Estados Unidos Mexicanos tengo el honor de proponer a Vuestra Excelencia que esta nota y aquélla en la que Vuestra Excelencia me comunique la conformidad de su Gobierno, constituyan un Acuerdo entre México y los Estados Unidos de América sobre Cooperación en Materia de Observación Meteorológica, el cual surtirá efectos a partir del 1o. de agosto de 1970."

En respuesta, tengo el honor de manifestar a Vuestra Excelencia que mi Gobierno acepta las propuestas contenidas en la nota transcrita y, en consecuencia, conviene en que dicha nota y la presente constituyen un Acuerdo entre México y los Estados Unidos de América sobre cooperatión en Materia de Observación Meteorológica, el cual surtirá efectos a partir del 1o. de agosto de 1970.

Aprovecho la oportunidad para renovar a Vuestra Excelencia el testimonio de mi más alta consideración.

ANTONIO CARILLO

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

MEMORANDUM DE ENTENDIMIENTO

La Dirección General de Geografía y Meteorología de la Secretaría de Agricultura y Ganadería de los Estados Unidos Mexicanos que, en lo sucesivo, se denominará, Dependencia de Cooperación Mexicana y la Administración de Servicios de Ciencia Ambiental del Departamento de Comercio de los Estados Unidos de América que, en lo sucesivo, se denominará Dependencia de Cooperación de los Estados Unidos, han convenido en lo siguiente de acuerdo con lo dispuesto en la cláusula 11 del Acuerdo entre el Gobierno de los Estados Unidos Mexicanos y el Gobierno de los Estados Unidos de América del cual este Memorandum forma parte integrante:

1. Nombre del Programa.

El Programa a que se refiere este Memorandum será conocido como "Programa México-Estados Unidos de Cooperación en Materia de Observación Meteorológica".

2. Realización del trabajo.

a) Las operaciones meteorológicas estipuladas en el presente Memorandum de Entendimiento y aquéllas que posteriormente convengan las dos Dependencias de Cooperación conforme al procedimiento previsto en el párrafo 11 del Acuerdo, serán realizadas exclusivamente por la Dependencia de Cooperación Mexicana;

b) Todos los informes meteorológicos que se originen en la red de estaciones establecidas en territorio mexicano de conformidad con este Memorandum serán recogidos por la estación mexicana de telecomunicaciones XBA en la ciudad de México y de ahí transmitidos al centro de telecomunicaciones meteorológicas de los Estados Unidos en Miami.

3. Compromisos específicos que asume la Dependencia de Cooperación Mexicana.

La Dependencia de Cooperación Mexicana:

a) Establecerá y operará las estaciones de observación meteorológica en los lugares enumerados en el siguiente cuadro con el objeto de realizar las observaciones que en el mismo se indican:

CUADRO

Ubicación de la Estación	Horario y tipo de observación (GMT)			
	0000	0600	1200	1800
1) Chihuahua	RWS	—	RWS	—
2) Empalme	RWS	—	RWS	—
3) Isla Guadalupe	RWS+/P	P	RWS+/P	P
4) La Paz	P	P	P	P
5) Mérida	RWS	(P)	RWS	(P)
6) Aeropuerto de la Ciudad de México	RWS	(P)	RWS+	(P)
7) Monterrey	RWS	(P)	RWS	(P)
8) Mazatlán	RWS	(P)	RWS+	(P)
9) Isla Socorro	P	—	P	P
10) Veracruz	RWS	(P)	RWS+	(P)

+ El asterisco indica que la instalación, servicio o procedimiento de que se trata empezará a funcionar a partir de una fecha que convengan las dos Dependencias de Cooperación sobre la base, entre otros factores, de los proyectos del Gobierno de los Estados Unidos Mexicanos para la construcción de las instalaciones necesarias y la adscripción del personal mexicano (o del personal mexicano adicional) necesario para operar y mantener la estación.

1) RWS significa una observación de radiosondeo-viento que se hará a la hora indicada.
2) P significa una observación con globo piloto que se hará a la hora indicada.
3) RWS+/P significa que se harán observaciones de globo piloto mientras no sean introducidas observaciones de radiosondeo-viento.
4) (P) significa que las observaciones de globo piloto actualmente se llevan a cabo por otra Dependencia del Gobierno mexicano que no es la Dependencia de Cooperación, según arreglos que quedan fuera del alcance de este Memorandum.

b) dotará todas las estaciones enumeradas en el párrafo 3 a) que estén funcionando o eventualmente sean puestas en operación, de espacio para oficinas (incluyendo locales apropiados para el trabajo y almacenamiento del equipo) y de los servicios (incluyendo suministro de agua, energía eléctrica y teléfono) necesarios para su operación;

c) proporcionará todo el personal necesario para la realización de los programas de observación de las estaciones y hará arreglos para que las observaciones listadas sean hechas diariamente, incluyendo domingos y días festivos, a la hora u horas especificadas en el párrafo 3 a) y, ocasionalmente, a otras horas cuando ambas Dependencias de Cooperación estimen conveniente hacerlas más frecuentemente como consecuencia de una situación de emergencia real o potencial resultante del desarrollo meteorológico que se observe o que se anticipe;

d) Se encargará del mantenimiento necesario para los edificios y las estructuras proporcionadas para albergar los equipos de inflación y de rastreo en las estaciones de radiosondeo-viento enumeradas en el párrafo 3a) anterior y se encargará también del mantenimiento preventivo de rutina del equipo de radiosondeo-viento y del equipo de tierra conexo en dichas estaciones;

e) Tan pronto como le sea posible proporcionará los técnicos mexicanos especializados y adiestrados que sean necesarios para asegurar el mantenimiento completo del equipo de radiosondeo-viento y del resto del equipo meteorológico de las estaciones;

f) Hará los arreglos necesarios para que los resultados de las observaciones sean transmitidos sin demora a la estación mexicana de telecomunicaciones XBA, la que a su vez los hará llegar al centro de telecomunicaciones meteorológicas de los Estados Unidos en Miami, para su ulterior distribución internacional;

g) Tomará las providencias necesarias para que las observaciones sean hechas y sus resultados registrados de acuerdo con las prácticas y procedimientos recomendados por la Organización Mundial de Meteorología, con las adiciones que contienen los manuales técnicos de la Dependencia de Cooperación de los Estados Unidos;

h) Proporcionará, mantendrá y operará el equipo del centro de telecomunicaciones meteorológicas en la ciudad de México y mantendrá y operará cualquier equipo suplementario de telecomunicaciones que proporcione la Dependencia de Cooperación de los Estados Unidos para uso del centro;

i) Adscribirá un inspector técnico para supervisar y coordinar la operación del programa en estrecha cooperación con el representante o representantes técnicos de los Estados Unidos, nombrados de acuerdo con lo previsto en el inciso 4 f), y tomará las medidas necesarias para hacer posibles las visitas periódicas (que deberán ser por lo menos dos por año en el caso de las estaciones de radiosondeo-viento) de dicho técnico a las estaciones enumeradas en el párrafo 3 a);

j) Proporcionará, en la oficina central de la Dependencia de Cooperación de México, una oficina para el representante o los representantes técnicos de los Estados Unidos nombrados de acuerdo con lo previsto en el inciso 4 f), y lugar para el almacenamiento del equipo de radiosondeo-viento y globos pilotos y refacciones; y

k) Proporcionará a la Dependencia de Cooperación de los Estados Unidos, en las formas que le sean suministradas por esta Dependencia,

copias de las observaciones hechas en las estaciones de radiosondeo-viento y globos pilotos y también pondrá a disposición de la Dependencia de Cooperación de los Estados Unidos, para consulta, los registros del equipo de tierra de radiosondeo-viento de cada estación.

4. Compromisos específicos por parte de la Dependencia de Cooperación de los Estados Unidos.

La Dependencia de Cooperación de los Estados Unidos:

a) En cada estación de las enumeradas en el párrafo 3 a) en las que se hagan observaciones de radiosondeo-viento, proveerá e instalará el equipo rastreador y de grabación, así como el equipo de tierra conexo, (incluyendo una cúpula, equipo productor de hidrógeno—cuando sea el caso—, y una planta de energía eléctrica de emergencia), requerido para mantener y operar el programa de la estación de radiosondeo-viento y proporcionará todos los materiales fungibles y formas de registro que se requieran para el mismo propósito;

b) En cada estación de las enumeradas en el párrafo 3 a) en las que se hagan observaciones de globo piloto, proporcionará e instalará equipo de globo piloto y todos los materiales fungibles y formas de registro necesarios para el mantenimiento y operación del programa de dicha estación;

c) Proporcionará todas las refacciones y piezas de repuesto requeridas para el mantenimiento del aparato transmisor de radio de banda lateral única de 2½ kWs, que ha sido proporcionado por la Dependencia de Cooperación de los Estados Unidos como equipo suplementario a aquel proporcionado por México con el propósito de transmitir los resultados de las observaciones enumeradas en el párrafo 3 g) al centro de telecomunicaciones meteorológicas de los Estados Unidos en Miami;

d) Proporcionará a las estaciones enumeradas en el párrafo 3 a) todos los materiales y partes requeridos para el mantenimiento del equipo do los Estados Unidos instalado en ellas y proveerá a sus expensas lo necesario para las visitas a las estaciones por el personal estadunidense mencionado en el párrafo 4 f);

e) Pagará el transporte a las estaciones consignatarias del equipo, refacciones y formas de que se habla en los párrafos del 4 a) al 4 d) anteriores;

f) Asignará a las oficinas centrales de la Dependencia de Cooperación Mexicana hasta dos representantes técnicos para servir como personal de enlace y ayudar al mantenimiento del equipo de las estaciones enumeradas en el párrafo 3 a) en estrecha cooperación con el inspector técnico mexicano;

g) Tomará providencias para la realización de las visitas que sean necesarias (y que no deberán ser menos de dos al año en el caso de las estaciones de radiosondeo-viento) por el representante o los representantes técnicos de los Estados Unidos a las estaciones enumeradas en el párrafo 3 a);

h) Mientras la Dependencia de Cooperación Mexicana no asigne a la estación de que se trate un técnico mexicano en mantenimiento, debidamente capacitado y adiestrado para ocuparse del mantenimiento completo del equipo de radiosondeo-viento y el conexo de tierra, la Dependencia de Cooperación de los Estados Unidos asignará un técnico en mantenimiento para efectuar este trabajo, bajo la dirección general de los representantes técnicos de los Estados Unidos en la Ciudad de México, en cada una de las siguientes Estaciones: Chihuahua, Empalme y Monterrey;

i) Ayudará a proveer el adiestramiento adecuado para el personal mexicano seleccionado para asignarlo eventualmente a las estaciones de radiosondeo-viento, como técnicos en mantenimiento, así como para el inspector técnico a que se refiere el párrafo 3 i).

EN FE DE LO CUAL, los suscritos, debidamente autorizados al efecto, han concluído el presente Memorandum de Entendimiento en Mexico, Distrito Federal, a los treinta y un días del mes de julio de mil novecientos setenta.

Por la Dirección General de Geografía y Meteorología de la Secretaría de Agricultura y Ganadería de los Estados Unidos Mexicanos

Por la Administración de Servicios de Ciencia Ambiental del Departamento de Comercio de los Estados Unidos de América

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Translation

UNITED MEXICAN STATES
MINISTRY OF FOREIGN RELATIONS
MEXICO

507768 TLATELOLCO, D.F., *July 31, 1970*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 950 dated today, which, translated into Spanish, reads as follows:

[For the English language text, see p. 1978.]

In reply, I have the honor to inform Your Excellency that my Government concurs in the proposals contained in the note transcribed above and agrees that the aforesaid note and this note shall constitute a cooperative meteorological observation agreement between Mexico and the United States of America which shall become effective on August 1, 1970.

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

ANTONIO CARRILLO

His Excellency
ROBERT HENRY MCBRIDE,
Ambassador of the
United States of America,
Mexico, D.F.

TRINIDAD AND TOBAGO

Extended Validity of Passports Issued by Trinidad and Tobago

Agreement effected by exchange of notes
Dated at Port of Spain October 28 and November 12, 1969;
Entered into force November 12, 1969.

The American Embassy to the Ministry of External Affairs of Trinidad and Tobago

No. 87

The Embassy of the United States of America presents its compliments to the Ministry of External Affairs and has the honor to refer to the Ministry's Note No. 761 of 21 August, 1969,[1] and to earlier correspondence regarding the requirements of Section 212(a)(26) of the United States Immigration and Nationality Act, as amended.[2] It has the honor, further, to request the confirmation of the Ministry that bearers of Trinidad and Tobago passports may reenter Trinidad and Tobago following a visit abroad even though the period of validity stated in the passport has expired.

Section 212(a)(26) of the Immigration and Nationality Act of the United States provides that persons applying for non-immigrant visas for entry into the United States must be in possession of a passport valid for a minimum period of six months beyond the date of the expiration of the initial period of his admission or contemplated initial period of stay authorizing him to return to the country from which he came or to proceed to and enter some other country during such period.

Provided that Trinidad and Tobago nationals may return to and enter Trinidad and Tobago for a period of six months beyond the expiration date specified in the passport, possession of a passport at the time of a visa application and application for admission into the United States which is valid for the initial period of admission or contemplated initial period of stay in the United States would satisfy

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[1] Not printed.
[2] Public Law 414, June 27, 1952; 66 Stat. 184; 8 U.S.C. § 1182(a)(26).

the requirements of Section 212(a) (26) of the Immigration and Nationality Act.

The Embassy proposes that this Note, and the Ministry's Note in reply, confirming that nationals of Trinidad and Tobago will, in fact, be permitted to reenter Trinidad and Tobago for a period of at least six months after their passports have expired, shall constitute an agreement between our two countries, so that henceforth, nationals of Trinidad and Tobago at the time of a visa application and entry into the United States will only need to be in possession of a passport valid for the initial period of their admission or contemplated stay in the United States in order to satisfy the requirements of the Immigration and Nationality Act.

J F S

EMBASSY OF THE UNITED STATES OF AMERICA,
Port of Spain, October 28, 1969.

The Ministry of External Affairs of Trinidad and Tobago to the American Embassy

No. 1169

The Ministry of External Affairs of Trinidad and Tobago presents its compliments to the Embassy of the United States of America and has the honour to refer to the Embassy's Note No. 87 of 28 October, 1969, which reads as follows:

The Embassy of the United States of America presents its compliments to the Ministry of External Affairs and has the honor to refer to the Ministry's Note No. 761 of 21 August, 1969, and to earlier correspondence regarding the requirements of Section 212 (a) (26) of the United States Immigration and Nationality Act, as amended. It has the honor, further, to request the confirmation of the Ministry that bearers of Trinidad and Tobago passports may reenter Trinidad and Tobago following a visit abroad even though the period of validity stated in the passport has expired.

Section 212(a) (26) of the Immigration and Nationality Act of the United States provides that persons applying for non-immigrant visas for entry into the United States must be in possession of a passport valid for a minimum period of six months beyond the date of the expiration of the initial period of his admission or contemplated initial period of stay authorizing him to return to the country from which he came or to proceed to and enter some other country during such period.

Provided that Trinidad and Tobago nationals may return to and enter Trinidad and Tobago for a period of six months beyond the expiration date specified in the passport, possession of a passport at the time of a visa application and application for admission into the United States which is valid for the initial period of admission or contemplated initial period of stay in the United States would satisfy the requirements of Section 212(a)(26) of the Immigration and Nationality Act.

The Embassy proposes that this Note, and the Ministry's Note in reply, confirming that nationals of Trinidad and Tobago will, in fact, be permitted to reenter Trinidad and Tobago for a period of at least six months after their passports have expired, shall constitute an agreement between our two countries, so that henceforth, nationals of Trinidad and Tobago at the time of a visa application and entry into the United States will only need to be in possession of a passport valid for the initial period of their admission or contemplated stay in the United States in order to satisfy the requirements of the Immigration and Nationality Act.

The Ministry of External Affairs had the honour to confirm that the above-mentioned understandings are acceptable to the Government of Trinidad and Tobago and that the Embassy's Note together with this reply shall be regarded as constituting an agreement between our two Governments effective from the date of this reply.

The Ministry of External Affairs of Trinidad and Tobago avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

MINISTRY OF EXTERNAL AFFAIRS
'KNOWSLEY'
Port of Spain.
12 November 1969

COLOMBIA

Atomic Energy: Cooperation for Civil Uses

Agreement amending the agreement of April 9, 1962. Signed at Washington February 24, 1967, Entered into force July 23, 1970.

AMENDMENT TO AGREEMENT FOR COOPERATION BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE REPUBLIC OF COLOMBIA
CONCERNING THE CIVIL USES OF ATOMIC ENERGY

The Government of the United States of America and the Government of the Republic of Colombia,

Desiring to amend the Agreement for Cooperation between the Government of the United States of America and the Government of the Republic of Colombia Concerning the Civil Uses of Atomic Energy, signed at Washington on April 9, 1962 [1] (hereinafter referred to as the "Agreement for Cooperation"),

Agree as follows:

[1] TIAS 5330; 14 UST 388.

ARTICLE I

Article I of the Agreement for Cooperation is amended to read as follows:

"For the purposes of this Agreement:

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

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

(c) 'Commission' means the United States Atomic Energy Commission.

(d) 'Equipment and devices' and 'equipment or device' means any instrument, apparatus, or facility and includes any facility, except an atomic weapon, capable of making use of or producing special nuclear material, and component parts thereof.

(e) 'Parties' means the Government of the United States of America, including the Commission on behalf of the Government of the United States of America, and the Government of the Republic of Colombia. 'Party' means one of the above 'Parties'

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

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

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

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

(j) 'Special nuclear material' means (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any

other material which the Commission or the Government of the Republic of Colombia determines to be special nuclear material; or (2) any material artificially enriched by any of the foregoing."

ARTICLE II

Paragraph A of Article III of the Agreement for Cooperation is amended to read as follows:

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

(1) Design, construction, operation, and use of research reactors, materials testing reactors, and reactor experiments;

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

(3) Health and safety problems related to the foregoing."

ARTICLE III

Articles IV and IX of the Agreement for Cooperation are amended by deleting the words "international organization" wherever they appear and substituting in lieu thereof the words "group of nations".

ARTICLE IV

A. Paragraph C of Article IV of the Agreement for Cooperation is amended to read as follows:

"C. The Commission may, upon request and in its discretion, make all or a portion of the foregoing special nuclear material available as uranium enriched to more than twenty percent (20%) by weight in the isotope U-235 when there is a technical or economic justification for such a transfer for use in research reactors, materials testing reactors, and reactor experiments, each capable of operating with a fuel load not to exceed eight (8) kilograms of the isotope U-235 contained in such uranium."

B. Paragraph D of Article IV of the Agreement for Cooperation is deleted in its entirety and Paragraphs E, F, G, and H of said Article are relettered, respectively, as D, E, F, and G.

ARTICLE V

References to Paragraphs E, F, and G of Article IV of the Agreement for Cooperation in Articles IV and VIII of the Agreement for Cooperation are changed, respectively, to Paragraphs D, E, and F.

ARTICLE VI

Article VII of the Agreement for Cooperation is amended to read as follows:

"With respect to the subjects of agreed exchange of information referred to in Article III, it is understood that arrangements may be made between either Party or authorized persons under its jurisdiction and authorized persons under the jurisdiction of the other for the transfer of materials,

including special nuclear material, and equipment and devices, and for the performance of services. Such arrangements shall be subject to:

(a) Article II;

(b) The limitations applicable to transactions between the Parties under Article IV; and

(c) Applicable laws, regulations, policies, and license requirements of the Parties."

ARTICLE VII

Article X of the Agreement for Cooperation is amended to read as follows:

"A. The Government of the United States of America and the Government of the Republic of Colombia, recognizing the desirability of making use of the facilities and services of the International Atomic Energy Agency, agree that the Agency will be promptly requested to assume responsibility for applying safeguards to materials and facilities subject to safeguards under this Agreement. It is contemplated that the necessary arrangements will be effected without modification of this Agreement through an agreement to be negotiated between the Parties and the Agency which may include provisions for suspension of the safeguard rights accorded to the Commission by Article VIII of this Agreement during the time and to the extent that the Agency's safeguards apply to such materials and facilities.

"B. In the event the Parties do not reach a mutually satisfactory agreement on the terms of the trilateral arrangement envisaged in Paragraph A of this Article, either Party may, by notification, terminate this Agreement. In the event of termination by either Party, the Government of the Republic of Colombia shall, at the request of the Government of the United States of America, return to the Government of the United States of America all special nuclear material received pursuant to this Agreement and still in its possession or in the possession of persons under its jurisdiction. The Government of the United States of America will compensate the Government of the Republic of Colombia for its interest in such material so returned at the Commission's schedule of prices then in effect domestically."

ARTICLE VIII

Paragraph A of Article XI of the Agreement for Cooperation is amended to read as follows:

"A. This Agreement shall enter into force on the date on which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of such Agreement and shall remain in force for a period of fourteen years."

ARTICLE IX

This Amendment shall enter into force on the date on which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of such Amendment[1] and shall remain in force for the period of the Agreement for Cooperation, as hereby amended.

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

DONE at Washington, in duplicate, this twenty-fourth day of February, 1967

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA.

[2]

[3]

FOR THE GOVERNMENT OF THE REPUBLIC OF COLOMBIA.

[4]

[1] July 23, 1970.
[2] Robert M. Sayre.
[3] Glenn T. Seaborg.
[4] Hernan Echavarria.

SWAZILAND

Investment Guaranties

Agreement continuing in force the agreement of September 29, 1967.
Effected by exchange of notes
Dated at Mbabane April 3 and July 28, 1970;
Entered into force July 28, 1970.

The Department of Foreign Affairs of Swaziland to the American Embassy

KINGDOM OF SWAZILAND

DEPARTMENT OF FOREIGN AFFAIRS

Note No. 6

The Department of Foreign Affairs of the Kingdom of Swaziland presents its compliments to the Embassy of the United States of America and has the honour to refer to the Agreement relating to Investment Guarantee, signed by the Government of the United States of America and the Government of the Kingdom of Swaziland at Mbabane on 29th September, 1967, [1] prior to the restoration of Independence to the Kingdom of Swaziland.

The Department has the further honour to state that the Government of the Kingdom of Swaziland accepts the responsibilities and obligations of the Agreement and regards it as binding between the Government of the United States of America and the Government of the Kingdom of Swaziland. The Department wishes to propose that this Note and a reply thereto indicating concurrence by the Government of the United States of America shall constitute an agreement between the two Governments in this matter.

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[1] TIAS 6350; 18 UST 2510.

The Department of Foreign Affairs of the Kingdom of Swaziland avails itself of this opportunity to renew to the Embassy of the United States of America the assurance of its highest consideration.

MBABANE
3rd April, 1970

The American Embassy to the Department of Foreign Affairs of Swaziland

No. 16

The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs of the Kingdom of Swaziland and has the honor to refer to the note of the Department of Foreign Affairs dated April 3, 1970 regarding the continuation in force of the agreement relating to investment guaranties, signed September 29, 1967

The Government of the United States of America agrees that the above-mentioned agreement shall be considered as continuing in force between our two Governments.

Accordingly, your note and the present note in reply shall constitute the formal agreement between the two Governments in this matter.

The Embassy 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,
Mbabane, July 28, 1970

VENEZUELA

Atomic Energy: Cooperation for Civil Uses

Agreement amending the agreement of October 8, 1958
Signed at Washington November 14, 1969;
Entered into force August 3, 1970.

AMENDMENT TO AGREEMENT FOR COOPERATION BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE REPUBLIC OF VENEZUELA
CONCERNING THE CIVIL USES OF ATOMIC ENERGY

The Government of the United States of America and the Government of the Republic of Venezuela,

Desiring to amend the Agreement for Cooperation Between the Government of the United States of America and the Government of the Republic of Venezuela Concerning the Civil Uses of Atomic Energy signed at Washington on October 8, 1958 [1] (hereinafter referred to as the "Agreement for Cooperation"),

Agree as follows:

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[1] TIAS 4416; 11 UST 104.

ARTICLE I

Article V of the Agreement for Cooperation is amended to read as follows:

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

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

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

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ARTICLE II

Article VI of the Agreement for Cooperation is amended to read as follows:

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

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

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

ARTICLE III

Article VII of the Agreement for Cooperation is amended to read as follows:

"A. As may be agreed, the United States Commission will transfer to the Government of the Republic of Venezuela or authorized persons under its jurisdiction, uranium enriched in the isotope U-235 for use as fuel in defined applications, including research, experimental power, demonstration power, and power reactors which the Government of the Republic of Venezuela decides to construct or operate or authorizes private persons to construct or operate in the Republic of Venezuela. Contracts setting forth the terms, conditions, and delivery schedule of each transfer shall be agreed upon in advance.

"B. The net amount of U-235 in enriched uranium transferred under this Article during the period of this Agreement shall not at any time exceed twenty-five (25) kilograms. This net amount shall be the gross quantity of such contained U-235 in uranium transferred during the period of this Agreement less the quantity of such contained U-235 in recoverable uranium which has been resold or otherwise returned to the United States of America during the period of this Agreement or transferred to any other nation or group of nations with the approval of the Government of the United States of America.

"C. Within the limitations contained in paragraph B of this Article, the quantity of uranium enriched in the isotope U-235 transferred under this Article and under the jurisdiction of the Government of the Republic of Venezuela for the fueling of reactors or reactor experiments shall not at any time be in excess of the quantity thereof necessary for loading of such reactors or reactor experiments, plus such additional quantity as, in the opinion of the United States Commission, is necessary to permit the efficient and continuous operation of such reactors or reactor experiments.

"D. The enriched uranium supplied hereunder may contain up to twenty percent (20%) in the isotope U-235. All or a portion of the foregoing special nuclear material may be made available as uranium enriched to more than twenty percent (20%) by weight in the isotope U-235 when the United States Commission finds there is a technical or economic justification for such a transfer.

"E. When any special nuclear material received from the United States of America requires reprocessing, or any irradiated fuel elements containing fuel material received from the United States of America are to be removed from a reactor and are to be altered in form and content, such reprocessing or alteration shall be performed in facilities acceptable to both Parties upon a joint determination of the Parties that the provisions of Article IX may be effectively applied.

"F. Special nuclear material produced as a result of irradiation processes in any part of fuel leased by the United States Commission under this Agreement shall be for the account of the lessee and, after reprocessing as provided in paragraph E. of this Article, shall be returned to the lessee, at which time title to such material shall be transferred to the lessee.

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

"H. Some atomic energy materials which the United States Commission may be requested to provide in accordance with this Agreement are harmful to persons and property unless handled

and used carefully. After delivery of such materials, the Government of the Republic of Venezuela shall bear all responsibility, insofar as the Government of the United States of America is concerned, for the safe handling and use of such materials. With respect to any special nuclear material or fuel elements which the United States Commission may, pursuant to this Agreement, lease to the Government of the Republic of Venezuela or to any person under its jurisdiction, the Government of the Republic of Venezuela shall indemnify and save harmless the Government of the United States of America against any and all liability (including third party liability) for any cause whatsoever arising out of the production or fabrication, the ownership, the lease, and the possession and use of such special nuclear material or fuel elements after delivery by the United States Commission to the Government of the Republic of Venezuela or to any person under its jurisdiction."

ARTICLE IV

Article VIII of the Agreement for Cooperation is deleted in its entirety.

ARTICLE V

Subparagraph B3 of Article IX of the Agreement for Cooperation is amended to read as follows:

"3. To require the deposit in storage facilities designated by the United States Commission of any of the special nuclear material referred to in subparagraph B2 of this Article which is not currently utilized for civil purposes in the Republic of Venezuela and which is not transferred pursuant to Article VII or otherwise disposed of pursuant to an arrangement mutually acceptable to the Parties;".

ARTICLE VI

Article X of the Agreement for Cooperation is amended to read as follows:

"The Government of the Republic of Venezuela guarantees that:

(a) Safeguards provided in Article IX shall be maintained.

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

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

ARTICLE VII

Article XI of the Agreement for Cooperation is amended to read as follows:

"A. The Government of the United States of America and the Government of the Republic of Venezuela note that, by an

agreement signed by them and the International Atomic Energy Agency on March 27, 1968,[1] the Agency has been applying safeguards to materials, equipment and facilities transferred to the Government of the Republic of Venezuela. The Parties agree that Agency safeguards, either as provided in the trilateral agreement, as it may be amended from time to time, or as provided in a new supplanting trilateral agreement, shall continue to apply to materials, equipment and facilities transferred under this Agreement, recognizing that the safeguards rights accorded to the Government of the United States of America by Article IX of this Agreement are suspended during the time and to the extent that Agency safeguards apply to such materials, equipment and facilities.

"B. In the event that the applicable trilateral agreement referred to in paragraph A of this Article should be terminated prior to the expiration of this Agreement and the Parties should fail to agree promptly upon a resumption of Agency safeguards, either Party may, by notification, terminate this Agreement. In the event of termination by either Party, the Government of the Republic of Venezuela shall, at the request of the Government of the United States of America, return to the Government of the United States of America all special nuclear material received pursuant to this Agreement and still in its possession or in the possession of persons under its jurisdiction. The Government of the United States of America will compensate the Government of the Republic of Venezuela or the persons under its jurisdiction for their interest in such material so returned at the United States Commission's schedule of prices then in effect in the United States of America."

[1] TIAS 6433; 19 UST 4385.

ARTICLE VIII

The term of the Agreement for Cooperation, which is set forth in paragraph B of Article XII, is extended for a period of ten years from February 8, 1970.

ARTICLE IX

This Amendment shall enter into force on the date on which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of such Amendment[1] and shall remain in force for the period of the Agreement for Cooperation, as hereby amended.

ENMIENDA AL CONVENIO DE COOPERACION ENTRE
EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y
EL GOBIERNO DE LA REPUBLICA DE VENEZUELA
CONCERNIENTE A LOS USOS CIVILES DE LA ENERGIA ATOMICA

El Gobierno de los Estados Unidos de América y el Gobierno de la República de Venezuela,

Deseando enmendar el Convenio de Cooperación entre el Gobierno de los Estados Unidos de América y el Gobierno de la República de Venezuela Concerniente a los Usos Civiles de la Energía Atómica, firmado en Washington el 8 de octubre de 1958 (de aquí en adelante denominado el "Convenio de Cooperación").

Convienen en lo siguiente:

[1] Aug. 3, 1970.

ARTICULO I

El Artículo V del Convenio de Cooperación se modifica y quedará redactado como sigue:

"A. Los materiales de interés en relación con las materias de la información de canje convenido, según se dispone en el Artículo III y con sujeción a las disposiciones del Artículo II, inclusive material básico, agua pesada, material subproducto, otros radioisótopos, isótopos estables y material nuclear especial , destinados a fines que no sean los de la alimentación de reactores y experimentos con reactores, pueden ser traspasados entre las Partes para aplicaciones definidas, en las cantidades y en las condiciones que se convengan cuando tales materiales no se hallan disponibles comercialmente.

"B. Con sujeción a las disposiciones del Artículo II y bajo los términos y condiciones que se acuerden, las instalaciones especializadas para investigación y para ensayo de materiales de reactor que posean las Partes, podrán estar disponibles para su uso recíproco, compatible con las limitaciones de espacio, instalaciones y personal convenientemente disponibles, cuando tales instalaciones no se encuentren disponibles comercialmente.

"C. Con respecto a las materias de la información de canje convenido, según se dispone en el Artículo III y con sujeción a las disposiciones del Artículo II, podrán traspasarse de una Parte a la otra equipos y dispositivos bajo los términos y condiciones que se acuerden. Se reconoce que tales traspasos estarán sujetos a limitaciones que pueden surgir en virtud de escaseces de suministros u otras circunstancias existentes en el momento".

ARTICULO II

El Artículo VI del Convenio de Cooperación se modifica y quedará redactado como sigue:

"A. Con respecto a la aplicación de la energía atómica a usos pacíficos, tiénese entendido que podrán hacerse arreglos entre cualquiera de las Partes o personas autorizadas bajo su jurisdicción y personas autorizadas bajo la jurisdicción de la otra Parte para el traspaso de equipos y dispositivos y materiales, excepto material nuclear especial, y para la prestación de servicios con respecto a los mismos.

"B. Con respecto a la aplicación de la energía atómica a usos pacíficos, tiénese entendido que podrán hacerse arreglos entre cualquiera de las Partes o personas autorizadas bajo su jurisdicción y personas autorizadas bajo la jurisdicción de la otra Parte para el traspaso de material nuclear especial y para la prestación de servicios con respecto al mismo, para los usos especificados en los Artículos V y VII y con sujeción a las limitaciones del párrafo B del Artículo VII.

"C. Las Partes convienen en que las actividades a las que se alude en los párrafos A y B de este Artículo estarán sujetas a las limitaciones señaladas en el Artículo II y a las normas establecidas por las Partes respecto de transacciones en las que participen las personas autorizadas a las que se hace referencia en los párrafos A y

ARTICULO III

El Artículo VII del Convenio de Cooperación se modifica y quedará redactado como sigue:

"A. Según se convenga, la Comisión de los Estados Unidos traspasará al Gobierno de la República de Venezuela, o a personas autorizadas bajo su jurisdicción, uranio enriquecido en el isótopo U-235 para uso en calidad de combustible en aplicaciones definidas, inclusive reactores de investigación, de energía experimental, de energía de demostración y de producción de energía eléctrica que el Gobierno de la República de Venezuela decida construir u operar o autorice a personas particulares a construir u operar en la República de Venezuela. Los contratos estipulando términos, condiciones y fecha de entrega de cada traspaso serán convenidos de antemano.

"B. La cantidad neta de U-235 en uranio enriquecido traspasada de conformidad con este Artículo durante la vigencia de este Convenio, en ningún momento podrá exceder de veinticinco (25) kilogramos. Esta cantidad neta será la cantidad bruta de tal U-235 contenido en uranio traspasado durante la vigencia de este Convenio, menos la cantidad de U-235 contenido en uranio recuperable que hubiere sido revendido o devuelto en alguna otra forma a los Estados Unidos de América durante la vigencia de este Convenio, o traspasado a cualquier otra nación o grupo de naciones con la aprobación del Gobierno de los Estados Unidos de América.

"C. Dentro de las limitaciones establecidas en el párrafo B de este Artículo, la cantidad de uranio enriquecido en el isótopo U-235 traspasado de conformidad con este Artículo y bajo la jurisdicción del Gobierno de la República de Venezuela para la alimentación de reactores o para experimentos con reactores, en ningún momento podrá exceder de la cantidad del mismo necesaria para la carga de tales reactores o para tales experimentos con reactores, más la cantidad adicional que, en opinión de la Comisión de los Estados Unidos, sea necesaria para permitir el funcionamiento eficiente y continuo de tales reactores o experimentos con reactores.

"D. El uranio enriquecido suministrado de conformidad con el presente Convenio podrá contener hasta un veinte por ciento (20%) en el isótopo U-235. La totalidad o una porción del antedicho material nuclear especial podrá ponerse disponible como uranio enriquecido a más de un veinte por ciento (20%) por peso en el isótopo U-235, cuando la Comisión de los Estados Unidos determine que existe una justificación técnica o económica para tal traspaso.

"E. Cuando cualquier material nuclear especial recibido de los Estados Unidos de América requiera nuevo tratamiento, o cualesquiera elementos combustibles irradiados conteniendo material combustible recibido de los Estados Unidos de América han de ser sacados de un reactor y han de ser alterados en cuanto a su forma y contenido, dicho nuevo tratamiento o alteración han de llevarse a cabo en instalaciones aceptables para ambas Partes, previa determinación conjunta de las Partes de que las disposiciones del Artículo IX pueden aplicarse eficazmente.

"F. El material nuclear especial producido como resultado de procesos de irradiación en cualquier porción de combustible arrendado por la Comisión de los Estados Unidos en virtud del presente Convenio, será acreditado a la cuenta del arrendatario y después de haber sido sometido a nuevo tratamiento según se dispone en el párrafo E de este Artículo, será devuelto al arrendatario, en cuya oportunidad el título de propiedad del susodicho material se transferirá a tal arrendatario.

"G. Ningún material nuclear especial producido mediante el uso de material traspasado al Gobierno de la República de Venezuela o a personas autorizadas bajo su jurisdicción, de conformidad con este Convenio, podrá ser traspasado a ninguna otra nación o grupo de naciones, a no ser que la Comisión de los Estados Unidos exprese su conformidad respecto de tal traspaso.

"H. Algunos de los materiales de energía atómica cuyo suministro puede solicitarse a la Comisión de los Estados Unidos de acuerdo con el presente Convenio, son perjudiciales a las personas y a la propiedad, a menos que se manejen y usen cuidadosamente. Después de la entrega de tales materiales, el Gobierno de la República de Venezuela asumirá toda responsabilidad, en cuanto atañe al Gobierno de los Estados Unidos de América, en lo referente al manejo y uso seguros de tales materiales. Con respecto a cualquier material nuclear especial o elementos combustibles que la Comisión de los Estados Unidos pudiere arrendar en virtud de este

Convenio al Gobierno de la República de Venezuela o a cualquier persona bajo su jurisdicción, el Gobierno de la República de Venezuela indemnizará y eximirá al Gobierno de los Estados Unidos de América de toda responsabilidad (inclusive responsabilidad respecto de terceros) por todas y cualesquiera causas que emanen de la producción o fabricación, la propiedad, el arrendamiento y la posesión y uso de tal material nuclear especial o elementos combustibles después de su entrega por parte de la Comisión de los Estados Unidos al Gobierno de la República de Venezuela o a cualquier persona bajo su jurisdicción".

ARTICULO IV

El Artículo VIII del Convenio de Cooperación se suprime en su totalidad.

ARTICULO V

El Subpárrafo B3 del Artículo IX del Convenio de Cooperación se modifica y quedará redactado como sigue:

"3. El derecho de exigir el depósito en lugares de almacenamiento que la Comisión de los Estados Unidos señale, de cualquier material nuclear especial comprendido en el subpárrafo B2 de este Artículo, que no se esté utilizando en el momento para fines civiles en la República de Venezuela y que no sea traspasado de conformidad con el Artículo VII o del que se haya dispuesto en otra forma en virtud de un arreglo mutuamente aceptable para las Partes;".

ARTICULO VI

El Artículo X del Convenio de Cooperación se modifica y quedará redactado como sigue:

"El Gobierno de la República de Venezuela garantiza que:

a) Se mantendrán las medidas de salvaguardia previstas en el Artículo IX.

b) Ningún material, inclusive equipos y dispositivos, traspasados de conformidad con este Convenio al Gobierno de la República de Venezuela o a personas autorizadas bajo su jurisdicción mediante compra o de alguna otra manera, y ningún material nuclear especial producido por medio del uso de tales materiales, equipos o dispositivos, será utilizado para armas atómicas o para trabajos de investigación o desarrollo de armas atómicas, o para cualquier otro propósito de carácter militar.

c) Ningún material, inclusive equipos y dispositivos, traspasados de conformidad con este Convenio al Gobierno de la República de Venezuela o a personas autorizadas bajo su jurisdicción serán traspasados a personas no autorizadas o no sujetas a la jurisdicción del Gobierno de la República de Venezuela, salvo cuando la Comisión de los Estados Unidos conviniere en tal traspaso a otra nación o grupo de naciones y, en este caso, solamente cuando a juicio de la Comisión de los Estados Unidos el traspaso del material se hallare en consonancia con los propósitos de un Convenio de Cooperación entre el Gobierno de los Estados Unidos de América y la otra nación o grupo de naciones".

ARTICULO VII

El Artículo XI del Convenio de Cooperación se modifica y quedará redactado como sigue:

"A. El Gobierno de los Estados Unidos de América y el Gobierno de la República de Venezuela toman nota de que, por convenio firmado por ellos y el Organismo Internacional de Energía Atómica el 27 de marzo de 1968, el Organismo ha estado aplicando medidas de salvaguardia a materiales, equipos e instalaciones traspasados al Gobierno de la República de Venezuela. Las Partes convienen en que las medidas de salvaguardia del Organismo, sea conforme se disponen en el convenio trilateral, según fuere enmendado de tiempo en tiempo, o conforme se dispongan en un nuevo convenio trilateral que remplazará al anterior, se continuarán aplicando a materiales, equipos e instalaciones traspasados de conformidad con el presente Convenio, reconociendo que los derechos respecto de salvaguardias acordados al Gobierno de los Estados Unidos de América en virtud del Artículo IX de este Convenio quedan suspendidos durante el tiempo y en la medida en que son aplicables a tales materiales, equipos e instalaciones las medidas de salvaguardia del Organismo.

"B. En el caso de que el convenio trilateral aplicable al que se alude en el párrafo A de este Artículo se de por terminado antes de la expiración de este Convenio y las Partes no pudieren acordar prontamente la reanudación de la aplicación de las medidas de salvaguardia del Organismo, cualquiera de las Partes podrá, mediante notificación, dar por terminado este Convenio. En el caso

de la denuncia por cualquiera de las Partes, el Gobierno de la República de Venezuela, a pedido del Gobierno de los Estados Unidos de América, devolverá al Gobierno de los Estados Unidos de América todo material nuclear especial recibido de conformidad con este Convenio y que aún estuviere en su posesión o en posesión de personas bajo su jurisdicción. El Gobierno de los Estados Unidos de América indemnizará al Gobierno de la República de Venezuela o a personas bajo su jurisdicción por sus derechos respecto de tales materiales así devueltos, aplicándose para tal fin la tarifa de precios de la Comisión de los Estados Unidos que rija a la sazón en los Estados Unidos de América".

ARTICULO VIII

La duración del Convenio de Cooperación que se estipula en el párrafo B del Artículo XII, se amplía por un período de diez años a partir del 8 de febrero de 1970.

ARTICULO IX

Esta Enmienda entrará en vigencia en la fecha en que cada Gobierno haya recibido del otro Gobierno notificación escrita de que ha cumplido con todos los requisitos legales y constitucionales para que entre en vigor dicha Enmienda y permanecerá en vigor por el período de duración del Convenio de Cooperación, según queda enmendado por los presentes.

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

DONE at Washington, in duplicate, in the English and Spanish languages, both equally authentic, this fourteenth day of November, 1969

EN FE DE LO CUAL, los infrascritos, debidamente autorizados, han firmado la presente Enmienda.

DADO en Washington, por duplicado, en los idiomas inglés y español, siendo ambas versiones igualmente auténticas, hoy día 14 de noviembre de 1969

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA.
POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA.

[1]

[2]

FOR THE GOVERNMENT OF THE REPUBLIC OF VENEZUELA.
POR EL GOBIERNO DE LA REPUBLICA DE VENEZUELA:

[3]

[1] Charles A Meyer
[2] Glenn T Seaborg
[3] Julio Sosa Rodriguez

PORTUGAL

Air Transport Services

Agreement amending the agreement of December 6, 1945, as amended.
Effected by exchange of notes
Signed at Lisbon May 30, 1970;
Entered into force May 30, 1970.

The Minister of Foreign Affairs of Portugal to the Secretary of State [1]

MINISTÉRIO DOS NEGÓGIOS ESTRANGEIROS
GABINETE DO MINISTRO

LISBOA, *30 de Maio de 1970*

EXCELÊNCIA,

No decurso das consultas efectuadas em Lisboa, de 4 a 9 de Maio de 1970, entre delegações que representavam os Governos de Portugal e dos Estados Unidos, foi proposto que a Secção I do Anexo ao Acordo de Transportes Aéreos, entre os dois Governos, celebrado em 6 de Dezembro de 1945, com emendas, seja emendada de forma a ficar do teor seguinte:

"A. À empresa ou empresas de transporte aéreo dos Estados Unidos da América autorizadas nos termos do presente Acordo são concedidos direitos de trânsito e de escala para fins não comerciais no território português. O direito de embarcar e desembarcar tráfego internacional de passageiros, carga e correio, separadamente ou em combinação, é concedido, nos Açores e Lisboa, nas seguintes rotas, em ambos os sentidos.

1. Pontos no Continente dos Estados Unidos e Porto Rico para os Açores e Lisboa e daí
   (a) para Barcelona e pontos além.(1)
   (b) para Marrocos e pontos além.(2)
2. Pontos no Continente dos Estados Unidos e Porto Rico para os Açores e Lisboa e daí para Madrid e pontos além.(1)

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[1] For the English language text, see p. 2029.

B. À empresa ou empresas de transporte aéreo de Portugal autorizadas nos termos do presente Acordo são concedidos direitos de trânsito e de escala para fins não comerciais no território dos Estados Unidos. O direito de embarcar e desembarcar tráfego internacional de passageiros, carga e correio, separadamente ou em combinação, é concedido, em Boston, Nova York, Los Angeles e Miami ou San Juan, nas seguintes rotas, em ambos os sentidos:

1. Pontos em Portugal para Boston e Nova York.
2. Pontos em Portugal, via um ponto intermédio no Canadá, para Los Angeles.
3. Pontos em Portugal para Miami e daí
   (a) para a Cidade do México ([4])
   (b) para pontos nas Caraíbas e América Central,
   ou ([3])
4. Pontos em Portugal para San Juan e daí
   (a) para a Cidade do México ([4])
   (b) para Caracas e além para pontos nos países da costa ocidental da América do Sul.

Para os efeitos do presente quadro de rotas, considerar-se-á Portugal como incluindo apenas Portugal Continental, Ilhas da Madeira, Açores e Ilhas de Cabo Verde.([5])

C. Poderão ser omitidos num ou em todos os vôos, à escolha das empresas designadas, um ponto ou pontos em qualquer das rotas especificadas.

NOTAS: (1) Nas rotas americanas A 1 (a) e A 2, os pontos além são limitados à área mediterrânica (incluindo ilhas e países costeiros do Mar Mediterrâneo) e a pontos no Próximo, Médio e Extremo Oriente e além, numa rota razoàvelmente directa.

(2) Sem direitos de tráfego no sector (b) entre Lisboa e pontos em África ao sul do Equador, com excepção de pontos no Quénia, no Uganda e na Tanzânia.

(3) O Governo de Portugal optará pela rota B 3 ou pela rota B 4 antes do início da respectiva exploração e comunicará o mesmo ao Governo dos Estados Unidos. A outra rota considerar-se-á, por conseguinte, eliminada do Anexo.

(4) Sem direitos de tráfego, excepto tráfego próprio em regime de stopover, entre a Cidade do México e Miami ou San Juan.

(5) Sem direitos para utilizar as Ilhas de Cabo Verde como escala intermédia em qualquer serviço de trânsito com o mesmo avião entre pontos em África ao sul do Equador e os Estados Unidos."

Se a proposta que precede for aceitável para o Governo dos Estados Unidos, tenho a honra de propor que esta Nota, juntamente com a resposta de Vossa Excelência nesse sentido, sejam consideradas como constituindo um Acordo formal entre os dois Governos que entrará em vigor na data da resposta de Vossa Excelência.

Aproveito esta oportunidade para apresentar a Vossa Excelência os protestos da minha mais alta consideração.

RUI PATRICIO

Sua Excelência o
SENHOR WILLIAM P ROGERS,
Secretário de Estado dos
Estados Unidos da América

The Secretary of State to the Minister of Foreign Affairs of Portugal

No. 141 LISBON, *May 30, 1970*

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's Note dated May 30, 1970, which reads as follows:

"In the course of consultations between Delegations representing the Governments of Portugal and the United States held in Lisbon from May 4 to 9, 1970, it was proposed that Section I of the Annex to the Air Transport Agreement between the two Governments, concluded on December 6, 1945, as amended, [1] shall be amended to read as follows:

"A. An airline or airlines of the United States of America authorized under the present agreement are accorded rights of transit and non-traffic stop in Portuguese territory The right to pick up and discharge international traffic in passengers, cargo and mail, separately or in combination, at the Azores and Lisbon is granted on the following routes in both directions:

1. Points in the Continental United States and Puerto Rico to the Azores and Lisbon and thence
   (a) to Barcelona and points beyond.(1)
   (b) to Morocco and points beyond.(2)
2. Points in the Continental United States and Puerto Rico to the Azores and Lisbon and thence to Madrid and points beyond.(1)

[1] EAS 500, TIAS 1656, 2722; 59 Stat. 1849; 61 Stat. (3) 3185; 3 UST 5263.

"B. An airline or airlines of Portugal authorized under the present agreement are accorded rights of transit and non-traffic stop in the territory of the United States. The right to pick up and discharge international traffic in passengers, cargo and mail, separately or in combination, at Boston, New York, Los Angeles, and Miami or San Juan is granted on the following routes in both directions:

1. Points in Portugal to Boston and New York.
2. Points in Portugal via an intermediate point in Canada to Los Angeles.
3. Points in Portugal to Miami and thence
   (a) to Mexico City (4)
   (b) to points in the Caribbean and Central America, or (3)
4. Points in Portugal to San Juan and thence
   (a) to Mexico City (4)
   (b) to Caracas and beyond to points in countries on the West Coast of South America.

For the purpose of this route description Portugal shall be deemed to include only Continental Portugal, Madeira Islands, Azores and Cape Verde Islands. (5)

"C. A point or points on any of the specified routes may at the option of the designated airlines be omitted on any or all flights.

NOTES. (1) On United States routes A 1 (a) and A 2, the points beyond are limited to the Mediterranean area (including islands and countries bordering the Mediterranean Sea), Near, Middle and Far East points and beyond on a reasonably direct route.

(2) Without traffic rights on segment (b) between Lisbon and points in Africa south of the Equator except points in Kenya, Uganda and Tanzania.

(3) The Government of Portugal will select either Route B 3 or Route B 4 before commencement of service and notify the United States Government thereof. The other route will thereupon be deemed to be deleted from the Annex.

(4) Without traffic rights except own stopover traffic between Mexico City and Miami or San Juan.

(5) Without rights to use Cape Verde Islands as an intermediate stop on any through single plane service between points in Africa south of the Equator and the United States.

"If the above proposal is acceptable to the Government of the United States, I have the honor to propose that this Note, together with Your Excellency's reply to that effect, shall be regarded as constituting a formal Agreement between the two Governments which shall enter into force on the date of Your Excellency's reply "

I confirm to you that the above quoted proposal is acceptable to the Government of the United States, and that Your Excellency's Note and this reply shall be regarded as constituting a formal Agreement between the two Governments which shall enter into force on this date.

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

WILLIAM P ROGERS

William P Rogers
Secretary of State

His Excellency
DR. RUI PATRICIO,
Minister of Foreign Affairs,
Lisbon.

HUNGARY

Trade in Cotton Textiles

Agreement effected by exchange of notes
Dated at Washington August 13, 1970;
Entered into force August 13, 1970;
Effective August 1, 1970.

The Secretary of State to the Chargé d'Affaires ad interim of Hungary

DEPARTMENT OF STATE
WASHINGTON
August 13, 1970

SIR.

I have the honor to refer to the Long-Term Arrangement Regarding International Trade in Cotton Textiles (hereinafter referred to as the Long-Term Arrangement), done in Geneva on February 9, 1962, as extended by Protocol until September 30, 1973. [1]

I also refer to recent discussions between our two Governments concerning the export of cotton textiles from Hungary to the United States. As a result of these discussions, I have the honor to propose the following agreement relating to trade in cotton textiles between Hungary and the United States

1. The term of this agreement shall be from August 1, 1970 through July 31, 1975. During the term of this agreement the Government of the Hungarian People's Republic shall limit annual exports of cotton textiles from Hungary to the United States to aggregate and specific limits at the levels specified in the following paragraphs.

2. For the first agreement year, constituting the 12-month period beginning August 1, 1970, the aggregate limit shall be 4,250,000 square yards equivalent.

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[1] TIAS 5240, 6940; 13 UST 2672, *ante*, p. 1970.

3. Within this aggregate limit, specific limits shall apply to each of the following categories. For the first agreement year the levels shall be as follows

Category	Quantity
Category 5	1,100,000 square yards
Category 39	57,000 dozen pairs

4. Within the aggregate limit, specific limits may be exceeded by not more than five percent.

5. Categories not given specific limits are subject to consultation levels and to the aggregate limit. In the event Hungary wishes to export in any category in excess of the applicable consultation level during any agreement year, the Government of the Hungarian People's Republic 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 Hungarian People's Republic shall limit its exports in the category in question to the consultation level. For the first agreement year, the consultation level for each category not given a specific limit shall be 500,000 square yards equivalent in categories 1–38 and category 64 and 350,000 square yards equivalent in categories 39–63.

6. The square yard equivalent of any shortfalls occurring in exports in the categories given specific limits may be used in any category not given a specific limit, subject to the provisions of paragraph 5, or for the purpose described in paragraph 4.

7 In the second and any succeeding 12-month period for which any limitation is in effect under this agreement, the level of exports permitted under such limitation shall be increased by five percent of the corresponding level for the preceding 12-month period, the latter level not to include any adjustments under paragraph 4 or 8.

8. (a) For any agreement year immediately following a year of shortfall (i.e., a year in which cotton textile exports from Hungary to the United States were below the aggregate limit and any specific applicable to the category concerned) the Government of the Hungarian People's Republic may permit exports to exceed these limits by carryover in the following amounts and manner

(i) The carryover shall not exceed the amount of shortfall in either the aggregate limit or any applicable specific limit, and shall not exceed five percent of the aggregate limit applicable to the year of the shortfall,

(ii) In the case of shortfalls in categories subject to specific limits, the carryover shall be used in the same category in

which the shortfall occurred and shall not exceed five percent of the specific limit in the year of the shortfall, and

(iii) In the case of shortfalls not attributable to categories subject to specific limits, the carryover shall not be used to exceed any applicable specific limit except in accordance with the provisions of paragraph 4 and shall be subject to the provisions of paragraph 5.

(b) The limits referred to in subparagraph (a) of this paragraph are without any adjustments under this paragraph or paragraph 4.

(c) The carryover shall be in addition to the exports permitted by paragraph 4.

9. The Government of the Hungarian People's Republic shall use its best efforts to space exports from Hungary to the United States within each category evenly throughout the agreement year, taking into consideration normal seasonal factors.

10. The Government of the United States of America shall promptly supply the Government of the Hungarian People's Republic with data on monthly imports of cotton textiles from Hungary; and the Government of the Hungarian People's Republic shall promptly supply the Government of the United States of America with data on monthly exports of cotton textiles to the United States. Each Government agrees to supply promptly any other pertinent and readily available statistical data requested by the other Government.

11. In implementing this agreement, the system of categories and the rates of conversion into square yard equivalents listed in the annex hereto shall apply In any situation where the determination of an article to be a cotton textile would be affected by whether the criterion provided for in Article 9 of the Long-Term Arrangement or the criterion provided for in paragraph 2 of Annex E of the Long-Term Arrangement is used, the chief value criterion used by the Government of the United States of America in accordance with paragraph 2 of Annex E shall apply

12. The Government of the Hungarian People's Republic and the Government of the United States of America agree to consult on any question arising in the implementation of this agreement.

13. 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.

14. If the Government of the Hungarian People's Republic considers that, as a result of limitations specified in this agreement, Hungary is being placed in an inequitable position vis-a-vis a third country, the Government of the Hungarian People's Republic may

request consultation with the Government of the United States of America with a view to taking appropriate remedial action such as reasonable modification of this agreement.

15. For the duration of this agreement, the Government of the United States of America shall not invoke the procedures of Article 3 or 6(c) of the Long-Term Arrangement to request restraint on the export of cotton textiles from Hungary to the United States.

16. The Government of the United States may assist the Government of the Hungarian People's Republic in implementing the limitation provisions of this agreement by controlling imports of cotton textiles covered by the agreement.

17 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 this proposal is acceptable to the Government of the Hungarian People's Republic, this note and your note of confirmation on behalf of the Government of the Hungarian People's Republic shall constitute an agreement between the Government of the Hungarian People's Republic and the Government of the United States of America.

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

For the Secretary of State
PHILIP H. TREZISE
Philip H. Trezise

Mr. Péter Fulop
Chargé d'Affaires ad interim
of the Hungarian People's Republic

The Chargé d'Affaires ad interim of Hungary to the Secretary of State

EMBASSY OF THE HUNGARIAN PEOPLE'S REPUBLIC
2437 FIFTEEN STREET, NORTHWEST
WASHINGTON, D.C. 20009

No. 53 WASHINGTON, *August 13, 1970.*

The Charge d'Affaires ad interim of the Embassy of the Hungarian People's Republic presents his compliments to the Secretary of State of the United States of America and has the honour to refer to the

Note of the Secretary of State to the Charge d'Affaires ad interim of the Hungarian People's Republic dated August 13, 1970 concerning an agreement between the two Governments relating to trade in Cotton Textiles between Hungary and the United States. This is to confirm that the Government of the Hungarian People's Republic accepts the proposals set forth in the above referred Note of the Secretary of State of the United States of America, therefore this exchange of Notes constitutes an Agreement between the Government of the Hungarian People's Republic and the Government of the United States of America.

The Charge d'Affaires ad interim of the Hungarian People's Republic takes this opportunity to renew the assurances of his highest consideration to the Secretary of State of the United States of America.

DEPARTMENT OF STATE
Washington, D.C

ANNEX

Category Number	Description	Unit	Conversion Factor to Syds.
1	Cotton Yarn, carded, singles	lbs.	4. 6
2	Cotton Yarn, carded, plied	lbs.	4. 6
3	Cotton Yarn, combed, singles	lbs.	4. 6
4	Cotton Yarn, combed, plied	lbs.	4. 6
5	Gingham, carded	Syds.	Not required
6	Gingham, combed	Syds.	Not required
7	Velveteen	Syds.	Not required
8	Corduroy	Syds.	Not required
9	Sheeting, carded	Syds.	Not required
10	Sheeting, combed	Syds.	Not required
11	Lawns, carded	Syds.	Not required
12	Lawns, combed	Syds.	Not required
13	Voile, carded	Syds.	Not required
14	Voile, combed	Syds.	Not required
15	Poplin and Broadcloth, carded	Syds.	Not required
16	Poplin and Broadcloth, combed	Syds.	Not required
17	Typewriter ribbon cloth	Syds.	Not required
18	Print cloth, shirting type, 80 x 80 type, carded	Syds.	Not required
19	Print cloth, shirting type, other than 80 x 80 type, carded	Syds.	Not required
20	Shirting, Jacquard or dobby, carded	Syds.	Not required
21	Shirting, Jacquard or dobby, combed	Syds.	Not required
22	Twill and sateen, carded	Syds.	Not required
23	Twill and sateen, combed	Syds.	Not required
24	Woven fabric, n.e.s., yarn dyed, carded	Syds.	Not required
25	Woven fabric, n.e.s., yarn dyed, combed	Syds.	Not required
26	Woven fabric, n.e.s., other, carded	Syds.	Not required
27	Woven fabric, n.e.s., other, combed	Syds.	Not required
28	Pillowcases, not ornamented, carded	Numbers	1. 084
29	Pillowcases, not ornamented, combed	Numbers	1. 084
30	Towels, dish	Numbers	348
31	Towels, other	Numbers	348
32	Handerchiefs, whether or not in the piece	Dozen	1. 66
33	Table damask and manufactures	lbs.	3. 17
34	Sheets, carded	Numbers	6. 2
35	Sheets, combed	Numbers	6. 2
36	Bedspreads and quilts	Numbers	6. 9
37	Braided and woven elastic	lbs.	4. 6
38	Fishing nets and fish netting	lbs.	4. 6
39	Gloves and mittens	Dozen	3. 527
40	Hose and half hose	Doz. prs.	4. 6
41	T-shirts, all white, knit, men's and boys'	Dozen	7. 234
42	T-shirts, other knit	Dozen	7. 234
43	Shirts, knit, other than T-shirts and sweatshirts	Dozen	7. 234
44	Sweaters and cardigans	Dozen	36. 8
45	Shirts, dress, not knit, men's and boys'	Dozen	22. 186
46	Shirts, sport, not knit, men's and boys'	Dozen	24. 457

ANNEX—Continued

Category Number	Description	Unit	Conversion Factor to Syds.
47	Shirts, work, not knit, men's and boys'	Dozen	22. 186
48	Raincoats, ¾ length or longer, not knit	Dozen	50. 0
49	Coats, other, not knit	Dozen	32. 5
50	Trousers, slacks, and shorts (outer), not knit, men's and boys'	Dozen	17. 797
51	Trousers, slacks and shorts (outer) not knit, women's, girls' and infants'	Dozen	17. 797
52	Blouses, not knit	Dozen	14. 53
53	Dresses (including uniforms) not knit	Dozen	45. 3
54	Playsuits, sunsuits, washsuits, creepers, rompers, etc., not knit, n.e.s.	Dozen	25. 0
55	Dressing gowns, including bathrobes and beachrobes, lounging gowns, housecoats, and dusters, not knit	Dozen	51. 0
56	Undershirts, knit, men's and boys'	Dozen	9. 2
57	Briefs and undershorts, men's and boys'	Dozen	11. 25
58	Drawers, shorts and briefs, knit, n.e.s.	Dozen	5. 0
59	All other underwear, not knit	Dozen	16. 0
60	Pajamas and other nightwear	Dozen	51. 95
61	Brassieres and other body supporting garments	Dozen	4. 75
62	Wearing apparel, knit, n.e.s.	Lbs.	4. 6
63	Wearing apparel, not knit, n.e.s.	Lbs.	4. 6
64	All other cotton textiles	Lbs.	4. 6

LEBANON

Agricultural Commodities

Agreement signed at Beirut June 11, 1970;
Entered into force June 11, 1970.

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

The Government of the United States of America and the Government of Lebanon,

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 Lebanon (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

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

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, including the applicable annex which is an integral part of this agreement.

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

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

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

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

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

F The Government of the exporting country shall bear the ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodities sold under the

agreement) The ocean freight differential is deemed to be the amount, as determined by the Government of the exporting country by which the cost of ocean transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be transported in United States flag vessels. The Government of the importing country shall have no responsibility to reimburse the Government of the exporting country or to deposit any local currency of the importing country for the ocean freight differential borne by the Government of the exporting country

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

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

ARTICLE II

A. Initial Payment

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

B. Type of Financing

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

C. Deposit of Payments

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

1. Payments in the local currency of the importing country (hereinafter referred to as local currency), shall be deposited to the account

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of the Government of the United States of America in interest bearing accounts in banks selected by the Government of the United States of America in the importing country

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

ARTICLE III

A. World Trade

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

1. insure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country will equal at least the quantities of agricultural commodities as may be specified in the usual marketing table set forth in Part II during each import period specified in the table and during each subsequent comparable period in which commodities financed under this agreement are being delivered. The imports of commodities to satisfy these usual marketing requirements for each import period shall be in addition to purchases financed under this agreement,

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

3. take all possible measures to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities financed under this agreement during the export limitation period specified in the export limitation table in Part II (except as may be specified in Part II or where such export is otherwise specifically approved by the Government of the United States of America)

B. Private Trade

In carrying out this agreement, the two Governments shall seek to assure conditions of commerce permitting private traders to function effectively

C. Self-Help

Part II describes the program the Government of the importing country is undertaking to improve its production, storage, and distribution of agricultural commodities. The Government of the importing country shall furnish in such form and at such time as may be requested by the Government of the exporting country, a statement of the progress the Government of the importing country is making in carrying out such self-help measures.

D. Reporting

In addition to any other reports agreed upon by the two Governments, the Government of the importing country shall furnish at least quarterly for the supply period specified in Item I, Part II of this agreement and any subsequent comparable period during which commodities purchased under this agreement are being imported or utilized

1. the following information in connection with each shipment of commodities received under the agreement the name of each vessel, the date of arival, the port of arrival, the commodity and quantity received, the condition in which received, the date unloading was completed, and the disposition of the cargo, i.e., stored, distributed locally, or, if shipped where shipped,

2. a statment by it showing the progress made toward fulfilling the usual marketing requirements;

3. a statement of the measures it has taken to implement the provisions of sections A 2 and 3 of this Article, and

4. statistical data on imports and exports by country of origin or destination of commodities which are the same as 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 of the amounts financed with respect to the commodities delivered during each calendar year. The Commodity Credit Corporation of the exporting country and the Government of the importing country may make such adjustments in the credit accounts as they mutually decide are appropriate.

F Definitions

For the 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 which is not less favorable to the Government of the exporting country than the highest of exchange rates legally obtainable in the importing country and which is not less favorable to the Government of the exporting country than the highest of exchange rates obtainable by any other nation. With respect to local currency

1. As long as a unitary exchange rate system is maintained by the Government of the importing country, the applicable exchange rate will be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency

2. If a unitary rate system is not maintained, the applicable rate will be the rate (as mutually agreed by the two Governments) that fulfills the requirements of the first sentence of this section G.

H. Consultation

The two Governments shall, upon request of either of them, consult regarding any matter arising under this agreement, including the operation of arrangements carried out pursuant to this agreement.

I. Identification and Publicity

The Government of the importing country shall undertake such measures as may be mutually agreed prior to delivery for the identification of food commodities at points of distribution in the importing country, and for publicity as provided for in subsection 103(1) of the Act.

PART II-PARTICULAR PROVISIONS

ITEM I. Commodity Table

Commodity	Supply Period (US Calendar Year)	Approximate Maximum Quantity	Maximum Export Market Value (Millions)
Wheat/wheat flour	1970	75,000 metric tons	$3. 9
Barley	1970	30,000 metric tons	1. 3
Corn	1970	24,000 metric tons	1. 3
Cotton	1970	5,000 bales	7
		TOTAL	$7. 2

ITEM II. Payment Terms.

Dollar Credit

1. Initial Payment–5 percent
2. Currency Use Payment–10 percent of the dollar amount of the financing by the Government of the exporting country under this agreement is payable upon demand by the Government of the exporting country in amounts as it may determine and in accordance with paragraph 6 of the dollar credit annex applicable to this agreement. No request for payment will be made by the Government of the exporting country prior to the first disbursement by the CCC under this agreement.
3. Number of Installment Payments–19
4. Amount of Each Installment Payment–Approximately equal annual amounts.
5. Due Date of First Installment Payment–2 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 (US Calendar Year)	Usual Marketing Requirement
Wheat/wheat flour	1970	228,000 metric tons (wheat equiv.)
Feedgrains	1970	86,000 metric tons
Cotton	1970	19,000 bales (of which at least 3,000 bales shall be purchased from the U.S.)

ITEM IV Export Limitations

A. With respect to each commodity financed under this agreement, the export limitation period for the same or like commodity shall be the period beginning on the date of this agreement and extending through United States Calendar Year 1970 or any subsequent United States Calendar Year during which the said commodities financed under this Agreement are being imported or utilized.

B. For the purposes of Part I, Article III A 3, of the agreement, the commodities considered to be the same as, or like the commodities financed under this agreement are for wheat/wheat flour, wheat/wheat flour; for feedgrains, corn, barley, sorghum and oats. for cotton, cotton and cotton products.

ITEM V Self-Help Measures

The Government of Lebanon agrees to

1. Give priority to agricultural development schemes listed in Section III of the GOL General Budget including those of the "Green Plan."
2. Give particular emphasis to development of
   a. Farm to market roads,
   b. Port and country storage for grain and other agricultural products,
   c. Improvements in internal marketing and distribution systems and,
   d. Strengthened information and training services to farmers.

ITEM VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be Used

For the purposes specified in Item V and for other economic development purposes as may be mutually agreed upon.

ITEM VII. Ocean Freight (Differential)

The Government of the exporting country shall bear the cost of the ocean freight differential for the commodities it requires to be carried in United States flag vessels but, notwithstanding the provisions of paragraph 1 of the Dollar Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

ITEM VIII. Other Provisions

1. The currency use payment under Part II, Item II 2 of this agreement shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal and interest starting with the first installment payment, until the value of the currency use payment has been offset.

2. Notwithstanding paragraph 4 of the Dollar Credit Annex, the Government of the importing country may withhold from deposit in the special account referred to in such paragraph or may withdraw from amounts deposited therein so much of the proceeds accruing to it from the sale of commodities financed under this agreement as is equal to the amount of the currency use payments made by the Government of the importing country.

PART III-FINAL PROVISIONS

A. This agreement may be terminated by either Government by notice of termination to the other Government. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.

B. This agreement shall enter into force upon signature.

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

DONE at Beirut, Lebanon in duplicate, this 11th day of June 1970.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

[1]

FOR THE GOVERNMENT OF LEBANON

[2]

[1] Dwight J. Porter
[2] Suleiman Frangieh

DOLLAR CREDIT ANNEX TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF LEBANON FOR SALES OF AGRICULTURAL COMMODITIES

The following provisions apply with respect to the sales of commodities financed on dollar credit terms

1. In addition to bearing the cost of ocean freight differential as provided in Part I, Article I F, of this agreement, the Government of the exporting country will finance on credit terms the balance of the costs for ocean transportation of those commodities that are required to be carried in United States flag vessels. The amount for ocean transportation (estimated) included in any commodity table specifying credit terms does not include the ocean freight differential to be borne by the Government of the exporting country and is only an estimate of the amount that will be necessary to cover the ocean transportation costs to be financed on credit terms by the Government of the exporting country If this estimate is not sufficient to cover these costs, additional financing on credit terms shall be provided by the Government of the exporting country to cover them.

2. 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

a. 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, and

b. The ocean transportation costs financed by the Government of the exporting country in accordance with paragraph 1 of this annex (but not the ocean freight differential) This principal shall be paid in accordance with the payment schedule in Part II of this agreement. The first installment payment shall be due and payable on the date specified in Part II of this agreement. Subsequent installment payments shall be due and payable at intervals of one year thereafter. Any payment of principal may be made prior to its due date.

3. Interest on the unpaid balance of the principal due the Goverment of the exporting country for commodities delivered in each calendar year under this agreement shall begin on the date of last delivery of these commodities in such calendar year. Interest shall be

paid not later than the due date of each installment payment of principal, except that if the date of the first installment is more than a year after such date of last delivery, the first payment of interest shall be made not later than the anniversary date of such date of last delivery and thereafter payment of interest shall be made not later than the due date of each installment payment of principal. For the period from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

4. The Government of the importing country shall deposit the proceeds accruing to it from the sale of commodities financed under this agreement (upon the sale of the commodities within the importing country) in a special account in its name that will be used for the sole purpose of holding the proceeds covered by this paragraph. Withdrawals from this account shall be made for the economic development purposes specified in Part II of this agreement in accordance with procedures mutually satisfactory to the two Governments. The total amount deposited under this paragraph shall not be less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities including the related ocean transportation costs other than the ocean freight differential. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or nongovernmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country The Government of the importing country shall furnish, in such form and at such times as may be requested by the Government of the exporting country, but not less frequently than on an annual basis, reports containing relevant information concerning the accumulation and use of these proceeds, including information concerning the programs for which these proceeds are used, and, when the proceeds are used for loans, the prevailing rate of interest for comparable loans in the importing country

5. The computation of the initial payment under Part I, Article II, A of this agreement and all computations of principal and interest under numbered paragraphs 2 and 3 of this annex shall be made in United States dollars.

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

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

b. The 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.

JORDAN

Agricultural Commodities

Agreement signed at Amman August 20, 1970; Entered into force August 20, 1970.

SECOND SUPPLEMENTARY AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Hashemite Kingdom of Jordan have agreed to the sales of agricultural commodities specified below. This agreement shall consist of the Preamble, Part I and III, and the Dollar Credit Annex of the agreement signed on April 4, 1968, [1] together with the following Part II:

PART II–PARTICULAR PROVISIONS

ITEM I. Commodity Table:

Commodity	Supply Period	Approximate Maximum Quantity	Maximum Export Market Value (Millions)
Wheat/wheat flour (Wheat Equivalent)	Fiscal year 1971	22,000 Metric Tons	$1.2
		TOTAL	$1.2

ITEM II. Payment Terms:

Dollar Credit

1. Initial Payment–Five(5) percent.
2. Currency Use Payment–Five(5) percent of the dollar amount financed by the Government of the exporting country for agricultural commodities under this agreement is payable upon demand by the Government of the exporting country in accordance with paragraph 6 of the Dollar Credit Annex applicable to this

[1] TIAS 6475; 19 UST 4764.

agreement. No request for payments will be made by the Government of the exporting country prior to the first disbursement by the Commodity Credit Corporation under this agreement.

3. Number of Installment Payments–19.

4. Amount of Each Installment Payment–Approximately equal annual amounts.

5. Due Date of First Installment Payment–Two years after date of last delivery of commodities in each calendar year.

6. Initial Interest Rate–Two (2) percent.

7. Continuing Interest Rate–Three (3) percent.

ITEM III. Usual Marketing Table:

Commodity	Import Period	Usual Marketing Requirements
Wheat/wheat flour (Wheat Equivalent)	U.S. Fiscal year 1971	8,000 metric tons

ITEM IV. Export Limitations:

A. The export limitation period for commodities which are the same as or like any particular commodity financed under this agreement shall be the period beginning on the date of this agreement and extending through the United States Fiscal Year 1971 or any United States Fiscal Year during which the relevant commodities financed under this agreement are being imported and utilized.

B. For the purposes of Part I, Article III A 3 of the agreement, the commodities considered to be the same as, or like, the commodities imported under this agreement are durum wheat, wheat and wheat products, including semolina or pasta products.

C. Permissible Export(s):

Commodity	Quantity	Period During Which Such Exports are Permitted
Wheat including durum wheat, or wheat products including semolina or pasta products.	Amounts traditionally supplied to northern portions of Saudi Arabia and adjacent areas.	United States Fiscal Year 1971 and any subsequent U.S. Fiscal Year during which above mentioned commodities under this agreement are being imported and utilized.

ITEM V. Self-Help Measures:

The Government of the Hashemite Kingdom of Jordan (GOJ) continues to accord priority attention to the self-help measures set forth in the April 4, 1968 agreement. In addition, the GOJ agrees to give priority attention to the following measures:

A. The Government will take steps to improve the storage and handling of grain.

ITEM VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be Used:

For purposes specified in Item V and for other economic purposes as may be mutually agreed upon.

ITEM VII. Ocean Freight (Differential):

The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in United States flag vessels but notwithstanding the provisions of paragraph 1 of the Dollar Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

ITEM VIII. Other Provisions:

A. Currency Use Payment under Item II 2 of this agreement shall be credited against

(a) the amount of each year's interest payment during the period prior to the due date of the first installment payment starting with the first year payment, plus

(b) the combined payments of principal and interest starting with the first installment, until the value of the currency use payment has been offset.

B. Notwithstanding paragraph 4 of the Dollar Credit Annex, the Government of the importing country may withhold from deposit in the special account referred to in such paragraph or may withdraw from amounts deposited therein so much of the proceeds accruing to it from the sale of commodities financed under this agreement as is equal to the amount of currency use payments made by the Government of the importing country.

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

DONE at Amman, in duplicate, this twentieth day of August 1970.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Harry I. Odell
Charge D'Affairef a.i.

FOR THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN:

Dr. Daoud al-Husaini
Minister of National Economy

GUATEMALA

Trade: Meat Imports

Understanding effected by exchange of notes Signed at Guatemala July 23 and August 13, 1970; Entered into force August 13, 1970.

The American Ambassador to the Minister of Foreign Relations of Guatemala

No. 156 GUATEMALA, *July 23, 1970*

EXCELLENCY:

I have the honor to refer to the agreement between our two Governments concerning importation into the United States of fresh, chilled, or frozen cattle meat and fresh, chilled, or frozen meat of goats and sheep, except lambs, from Guatemala effected by exchange of Notes February 10 and March 25, 1970 as well as May 14 and May 21, 1970.[1]

I refer also to recent discussions between representatives of our two Governments concerning the United States Government's revised estimate of total imports of such meat from all sources into the United States during calendar year 1970. I confirm on behalf of my Government the understanding reached in these discussions that the limit set forth in Paragraph 2 of the aforementioned agreement shall be increased from 22.3 million pounds to 23.2 million pounds.

If the above conforms with the understanding of your Government, this Note and Your Excellency's Note of Confirmation on behalf of the Government of Guatemala shall have the effect of increasing the limit as stated above.

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

NATHANIEL DAVIS

His Excellency
ROBERTO HERRERA IBARGÜEN,
Minister of Foreign Relations,
Guatemala.

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[1] TIAS 6910; *ante*, p. 1498.

The Minister of Foreign Relations of Guatemala to the American Ambassador

MINISTERIO DE RELACIONES EXTERIORES
REPUBLICA DE GUATEMALA, C.A.
DIRECCION DE POLITICA EXTERIOR

AM-11 PE-5.16

GUATEMALA, *13 de agosto de 1970.*

SEÑOR EMBAJADOR:

Tengo a honra referirme a su nota número 156 de fecha 23 de julio del año en curso, por medio de la cual hace alusión al Convenio efectuado por intercambio de notas de fechas 10 de febrero y 25 de marzo de 1970, la primera de esa Embajada y la segunda de la Cancillería, así como las de 14 y 21 de mayo pasado también de esa Embajada y de este Ministerio, respectivamente, que se refieren al control voluntario de exportación de carne fresca, refrigerada o congelada de ganado vacuno y carne fresca, refrigerada o congelada de ganado ovino y caprino, excepto corderos procedentes de Guatemala.

Es satisfactorio para esta Cancillería que, como consecuencia de las pláticas recientes sostenidas entre los Representantes de nuestros dos Gobiernos, el de Vuestra Excelencia haya hecho una revisión de las importaciones totales de dicha carne procedente de los países proveedores durante el año calendario 1970 y que como consecuencia acordara que el límite establecido en el párrafo 2 del mencionado Convenio se aumente de la cifra de 22.3 millones de libras a 23.2 millones de libras.

Estando el Gobierno de Guatemala, anuente a la modificación señalada, tengo el agrado de comunicarle que la presente nota y la de Vuestra Excelencia número 156 de fecha 23 de julio recién pasado, constituyen un Convenio formal entre el Gobierno de Guatemala y el Gobierno de los Estados Unidos de América, que modifica y amplía al Convenio básico concluído entre nuestros dos Gobiernos sobre esta materia, mediante el canje de notas diplomáticas: número 35 de 10 de febrero de 1970 de esa Honorable Embajada y número 6555 de 25 de marzo de 1970 de la Cancillería de Guatemala.

Aprovecho la oportunidad para renovar a Vuestra Excelencia el testimonio de mi consideración más alta y distinguida

ROBERTO HERRERA

Roberto Herrera Ibargüen
Ministro de Relaciones Exteriores

Excelentísimo Señor NATHANIEL DAVIS,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América,
Ciudad.

Translation

REPUBLIC OF GUATEMALA
MINISTRY OF FOREIGN RELATIONS
OFFICE OF FOREIGN POLICY

AM-11 PE-5.16

GUATEMALA, *August 13, 1970*

MR. AMBASSADOR:

I have the honor to refer to your note No. 156 dated July 23, 1970, in which you refer to the Agreement effected by an exchange of notes dated February 10 and March 25, 1970, the former from your Embassy and the latter from this Ministry, as well as the notes of May 14 and 21, 1970, also from your Embassy and this Ministry, respectively, concerning voluntary restrictions on exports of fresh, chilled, or frozen cattle meat and fresh, chilled, or frozen meat of goats and sheep, except lambs, from Guatemala.

It is gratifying to this Ministry that as a consequence of recent talks held between the representatives of our two Governments, Your Excellency's Government has made a revision in the total imports of such meat from supplier countries during the calender year 1970, and therefore has agreed that the limit established in paragraph 2 of the aforesaid Agreement would be increased from 22.3 million pounds to 23.2 million pounds.

Since the Government of Guatemala approves the indicated change, I have the pleasure of informing you that this note and Your Excellency's note No. 156 of July 23, 1970, constitute a formal agreement between the Government of Guatemala and the Government of the United States of America that modifies and expands the basic Agreement concluded between our two Governments on this matter through the exchange of diplomatic notes No. 35 from your Embassy, dated February 10, 1970, and No. 6555 from the Ministry of Foreign Relations of Guatemala, dated March 25, 1970.

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

ROBERTO HERRERA

Roberto Herrera Ibargüen
Minister of Foreign Relations

His Excellency
NATHANIEL DAVIS,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Guatemala, Guatemala.

LEBANON

Air Transport Services

Understandings effected by exchange of notes
Signed at Beirut August 27, 1970;
Entered into force August 27, 1970.

The American Ambassador to the Director of Economic and Cultural Affairs, Ministry of Foreign Affairs of Lebanon

No. 664 BEIRUT, *August 27, 1970*

EXCELLENCY:

I have the honor to refer to the consultations held in Washington between delegations representing the Governments of the United States and Lebanon from July 6 to 9, 1970, to consider revisions of the United States-Lebanon Air Transport Agreement of 1946.[1] The delegations recommended the following understandings relating to the Air Transport Agreement:

1. It would be premature to determine at this time a route or routes for airlines of Lebanon, as contemplated by Section 2 of the Annex to the Agreement. This matter should be considered at a time when it is possible to determine such route or routes on a basis consistent with the civil aviation policies of the two Governments. At that time, the Agreement should be generally up-dated to bring it into conformity with current air transport agreement concepts.

2. Pending this subsequent determination of a Lebanese route or routes and review and up-dating of the provisions of the Agreement, the Government of Lebanon is accorded rights, to be exercised by an airline authorized by the Lebanese Government, of transit and non-traffic stop in the territory of the United States of America, as well as the right to pick up and discharge international traffic in cargo and mail at New York on scheduled air services on the following route:

> From Lebanon via intermediate points in Asia to New York and beyond via Shannon or Dublin, Amsterdam, and Basel to Lebanon, in an eastbound direction only.

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[1] TIAS 1632; 61 Stat. 2987.

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3. Airlines designated by the Government of the United States to provide services on the route specified in Section 1 of the Annex to the Agreement may continue to provide such services to a point or points beyond India, including the United States.

These understandings are acceptable to the Government of the United States. If they are also acceptable to the Government of Lebanon, I have the honor to propose that this note, together with your Excellency's reply to that effect, shall be regarded as constituting an agreement between our two Governments effective on the date of your reply.

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

DWIGHT J. PORTER

His Excellency
AMBASSADOR MAHMOUD HAFEZ,
Director of Economic and Cultural Affairs,
Ministry of Foreign Affairs,
Beirut

The Director of Economic and Cultural Affairs, Ministry of Foreign Affairs of Lebanon, to the American Ambassador

RÉPUBLIQUE LIBANAISE
MINISTÈRE DES AFFAIRES ETRANGÈRES

BEIRUT, *August 27, 1970.*

EXCELLENCY:

I refer to your note of August 27, 1970, which reads as follows:

"I have the honor to refer to the consultations held in Washington between delegations representing the Governments of the United States and Lebanon from July 6 to 9, 1970, to consider revisions of the United States-Lebanon Air Transport Agreement of 1946. The delegations recommended the following understandings relating to the Air Transport Agreement:

1. It would be premature to determine at this time a route or routes for airlines of Lebanon, as contemplated by Section 2 of the Annex to the Agreement. This matter should be considered at a time when it is possible to determine such route or routes on a basis consistent with the civil aviation policies of the two Governments. At that time, the Agreement should be generally updated to bring it into conformity with current air transport agreement concepts.

2. Pending this subsequent determination of a Lebanese route or routes and review and updating of the provisions of the Agreement, the Government of Lebanon is accorded rights, to be exercised by an airline authorized by the Lebanese Government, of transit and nontraffic stop in the territory of the United States of America, as well as the right to pick up and discharge international traffic in cargo and mail at New York on scheduled air services on the following route:

From Lebanon via intermediate points in Asia to New York and beyond via Shannon or Dublin, Amsterdam, and Basel to Lebanon, in an eastbound direction only.

3. Airlines designated by the Government of the United States to provide services on the route specified in Section 1 of the Annex to the Agreement may continue to provide such services to a point or points beyond India, including the United States.

These understandings are acceptable to the Government of the United States. If they are also acceptable to the Government of Lebanon, I have the honor to propose that this note, together with Your Excellency's reply to that effect, shall be regarded as constituting an agreement between our two Governments effective on the date of your reply."

I confirm the foregoing on behalf of the Government of Lebanon and inform you that my Government considers that your note and this reply constitute an agreement between our two Governments which enters into force on the date of this note.

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

M HAFEZ

[SEAL]

His Excellency
DWIGHT J. PORTER,
Ambassador of the
United States of America,
Beirut.

MULTILATERAL

International Poplar Commission

Convention done at Rome November 19, 1959, as amended October 30, 1967.
Acceptance of the United States of America deposited with the Director-General of the Food and Agriculture Organization, Rome, August 13, 1970;
Entered into force with respect to the United States of America August 13, 1970.

BASIC TEXTS

TEXTES FONDAMENTAUX

TEXTOS FUNDAMENTALES

Volume III - Volumen III

Fascicle 4 - INTERNATIONAL POPLAR COMMISSION: CONVENTION

Fascicule 4 - COMMISSION INTERNATIONALE DU PEUPLIER: CONVENTION

Fascículo 4 - COMISION INTERNACIONAL DEL ALAMO: CONVENCIÓN

FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS
ORGANISATION DES NATIONS UNIES POUR L'ALIMENTATION ET L'AGRICULTURE
ORGANIZACION DE LAS NACIONES UNIDAS PARA LA AGRICULTURA Y LA ALIMENTACION

CONVENTION PLACING THE INTERNATIONAL POPLAR COMMISSION WITHIN THE FRAMEWORK OF FAO

as amended by the Second Special Session of the International Poplar Commission, Rome (30 October 1967) and approved by the Fourteenth Session of the Conference of the Food and Agriculture Organization of the United Nations, Rome, Italy (4-23 November 1967).

ARTICLE I

Status

The International Poplar Commission (hereinafter referred to as "the Commission") shall be placed within the framework of the Food and Agriculture Organization of the United Nations (hereinafter referred to as "the Organization") and the present Convention whose object is to achieve that purpose shall be governed by the provisions of Article XIV of the Constitution of the Organization.

ARTICLE II

Membership

1. Member Nations of the Commission shall be such Member Nations or Associate Members of the Organization as accept this Convention in accordance with the provisions of Article XIII of this Convention.

2. The Commission may, by a two-thirds majority of its membership, admit to membership such other Nations that are Members of the United Nations as have submitted an application for membership and a declaration made in a formal instrument that they accept this Convention as in force at the time of admission.

ARTICLE III

Functions

The functions of the Commission shall be:

(a) to study the scientific, technical, social and economic aspects of poplar and willow cultivation,

(b) to promote the exchange of ideas and material between research workers, producers and users.

(c) to arrange joint research programs,

(d) to stimulate the organization of congress combined with study tours,

(e) to report and make recommendations to the Conference of the Organization, through the Director-General of the Organization, and

(f) to make recommendations to National Poplar Commissions, through the Director-General of the Organization and the governments concerned.

ARTICLE IV

Establishment of National Poplar Commissions

Each contracting Nation shall make provision as soon as possible and to the best of its ability, either for the establishment of a National Poplar Commission, or, if not possible, for the designation of some other suitable national body, and shall transmit a description of the competence and scope of the National Commission or other body and of any changes thereto, to the Director-General of the Organization who shall circulate this information to the other Member Nations of the Commission. Each contracting nation shall communicate to the Director-General the publications of its National Commission or other body.

ARTICLE V

Seat of the Commission

The seat of the Commission shall be in Rome at the Headquarters of the Organization.

ARTICLE VI

Sessions

1. Each Member Nation of the Commission shall be represented at sessions of the Commission by a single delegate who may be accompanied by an alternate and by experts and advisors. Alternates, experts and advisors may take part in the proceedings of the Commission but not vote, except in the case of an alternate who is duly authorized to substitute for the delegate. Each Member Nation of the Commission shall have one vote. Decisions of the Commission shall be taken by a majority of the votes cast except as otherwise provided in this Convention. A majority of the Member Nations of the Commission shall constitute a quorum.

2. The Director-General of the Organization, in consultation with the Chairman of the Executive Committee of the Commission, shall convene a regular session of the Commission once every two years. Special sessions of the Commission may be convened by the Director-General in consultation with the Chairman of the Executive Committee, or if requested by the Commission, or by at least one third of the Member Nations of the Commission.

3. The sessions of the Commission shall be held at the place determined by the Commission within the territories of its Member Nations or at the seat of the Commission.

4. The Commission shall elect, at the beginning of each session, from amongst the delegates, a Chairman and two Vice-Chairmen.

5. There shall be a General Committee of the session consisting of the Chairman and the two Vice-Chairmen of the session and the Chairman and the Vice-Chairman of the Executive Committee.

ARTICLE VII

Executive Committee

1. There shall be an Executive Committee of the Commission consisting of 12 members and up to 5 co-opted members.

2. Twelve members of the Executive Committee shall be elected by the Commission from among individuals nominated by Member Nations of the Commission upon the suggestion of their respective National Poplar Commissions. Members of the Executive Committee shall be appointed in their personal capacity because of their special competence, and shall serve for a period of six years. Members of the Executive Committee shall be eligible for re-election.

3. The Executive Committee may, in order to ensure the co-operation of the necessary specialists, co-opt one to five additional members under the same conditions as are provided for in paragraph 2 above. The term of office of the additional members shall expire with the term of the elected members.

4. The Executive Committee shall, between sessions of the Commission, act on behalf of the Commission as its executive organ. The Executive Committee shall in particular make proposals to the Commission regarding the general orientation and the program of work of the Commission, study technical questions and implement the program as approved by the Commission.

5. The Executive Committee shall elect from amongst its members a Chairman and a Vice-Chairman.

6. Sessions of the Executive Committee may be convened as often as necessary by the Director-General of the Organization in consultation with its Chairman. The Committee shall meet in connection with each regular session of the Commission. It shall also meet at least once between two regular sessions of the Commission.

7. The Executive Committee shall report to the Commission.

ARTICLE VIII

Secretary

A Secretary of the Commission shall be appointed by the Director-General of the Organization from amongst the senior staff of the Organization and shall be responsible to the Director-General. The Secretary shall perform such duties as the work of the Commission may require.

ARTICLE IX

Subsidiary Bodies

1. The Commission may, if necessary, establish sub-commissions, committees or working parties, subject to the availability of the necessary funds in the relevant chapter of the approved budget of the Organization. Sessions of such sub-commissions, committees or working parties shall be convened by the Director-General of the Organization in consultation with the Chairman of such body.

2. Membership in subsidiary bodies shall be open to all Member Nations of the Commission, or shall consist of selected Member Nations of the Commission, or of individuals appointed in their personal capacity, as determined by the Commission.

ARTICLE X

Expenses

1. Expenses incurred by delegates of Member Nations of the Commission and of their alternates and advisers, when attending sessions of the Commission, or subsidiary bodies, as well as the expenses incurred by observers, shall be borne by the respective governments or organizations.

2. Expenses of all the members of the Executive Committee when attending sessions of the Executive Committee shall be borne by the countries of which they are nationals.

3. Expenses incurred by individuals invited in their personal capacity to attend sessions or participate in the work of the Commission or its subsidiary bodies shall be borne by such individuals except when they have been requested to perform a specific task on behalf of the Commission or its subsidiary bodies.

4. The expenses of the Secretariat shall be borne by the Organization.

5. When the Commission or Executive Committee hold sessions elsewhere than at the seat of the Commission, all additional expenses related to such sessions shall be borne by the host government. The expenses for publications relating to sessions of the Commission other than the reports of such sessions, of the Executive Committee and subsidiary bodies shall be borne by the host government.

ARTICLE XI

Rules of Procedure

The Commission may, by a majority of two thirds of its membership, adopt and amend its own Rules of Procedure, which shall be consistent with the General Rules of the Organization. The Rules of the Commission and any amendment thereto shall come into force upon approval by the Director-General of the Organization, and as from the date of such approval, subject to confirmation by the Council.

ARTICLE XII

Amendments

1. This Convention may be amended by the Commission by a two-thirds majority of the membership of the Commission.

2. Proposals for amendments may be made by any Member Nation of the Commission in a communication addressed to the Director-General of the Organization not later than 120 days before the session at which the proposal is to be considered. The Director-General shall immediately inform all Member Nations of the Commission of all proposals for amendment.

3. Amendments shall become effective only with the concurrence of the Conference of the Organization and as from the date of such concurrence. The Director-General of the Organization shall inform all Member Nations of the Commission, all Member Nations and Associate Members of the Organization and the Secretary-General of the United Nations of such amendments.

4. Amendments involving new obligations for Member Nations of the Commission shall come into force in respect of each Member Nation only upon acceptance by it. The instruments of acceptance of amendments involving new obligations shall be deposited with the Director-General of the Organization. The Director-General of the Organization shall inform all Member Nations

of the Commission, all Member Nations and Associate Members of the Organization and the Secretary-General of the United Nations of such acceptance. The rights and obligations of any Member Nation of the Commission that has not accepted an amendment involving additional obligations shall continue to be governed by the provisions of the Convention in force prior to the amendment.

ARTICLE XIII

Acceptance

1. Acceptance of this Convention by any Member Nation or Associate Member of the Organization shall be effected by the deposit of an instrument of acceptance with the Director-General of the Organization and shall take effect on receipt of such notification by the Director-General.

2. Acceptance of this Convention by non-member nations of the Organization shall become effective on the date on which the Commission approves the application for membership in conformity with the provisions of Article II of this Convention.

3. The Director-General of the Organization shall inform all Member Nations of the Commission, all Member Nations and Associate Members of the Organization and the Secretary-General of the United Nations of all acceptances that have become effective.

4. Acceptance of this Convention may be made subject to reservations which shall become operative only upon unanimous concurrence by the Member Nations of the Commission. The Director-General of the Organization shall notify forthwith all Member Nations of the Commission of any reservation. Members of the Commission not having replied within three months from the date of the notification shall be deemed to have accepted the reservation.

ARTICLE XIV

Territorial Application

Member Nations of the Commission shall, when accepting this Convention, state explicitly to which territories their participation shall extend. In the absence of such a declaration, participation shall be deemed to apply to all the territories for the international relations of which the Member Nation of the Commission is responsible. Subject to the provisions of Article XVI, paragraph 2 below, the scope of the territorial application may be modified by a subsequent declaration.

ARTICLE XV

Interpretation and Settlement of Disputes

Any dispute regarding the interpretation or application of this Convention, if not settled by the Commission, shall be referred to a committee composed of one member appointed by each of the parties to the dispute, and in addition an independent chairman chosen by the members of the committee. The recommendations of such a committee, while not binding in character, shall become the basis for renewed consideration by the parties concerned of the matter out of which the disagreement arose. If as the result of this procedure the dispute is not settled, it shall be referred to the International Court of Justice in accordance with the Statute of the Court, unless the parties to the dispute agree to another method of settlement.

ARTICLE XVI

Withdrawal

1. Any Member Nation of the Commission may give notice of withdrawal from the Commission at any time after the expiry of one year from the date of its acceptance of this Convention. Such notice of withdrawal shall take effect six months after the date of its receipt by the Director-General of the Organization, who shall inform all Member Nations of the Commission, all Member Nations and Associate Members of the Organization and the Secretary-General of the United Nations of such receipt.

2. A Member Nation of the Commission that is responsible for the international relations of more than one territory shall, giving notice of its own withdrawal from the Commission, state to which territory or territories the withdrawal is to apply. In

the absence of such a declaration, the withdrawal shall be deemed to apply to all the territories for the international relations of which the Member Nation of the Commission is responsible. A Member Nation of the Commission may give notice of withdrawal with respect to one or more of the territories for the international relations of which it is responsible. Any Member Nation of the Commission that gives notice of withdrawal from the Organization shall be deemed to have simultaneously withdrawn from the Commission, and this withdrawal shall be deemed to apply to all the territories for the international relations of which the nation concerned is responsible, with the exception of Associate Members.

ARTICLE XVII

Termination

This Convention shall be considered terminated if and when the number of Member Nations of the Commission falls below 6 unless the remaining Member Nations of the Commission unanimously decide otherwise, subject to the approval of the Conference of the Organization. The Director-General of the Organization shall inform all Member Nations of the Commission, all Member Nations and Associate Members of the Organization and the Secretary-General of the United Nations of such termination.

ARTICLE XVIII

Entry into Force

1. This Convention shall enter into force as soon as twelve Member Nations or Associate Members of the Organization have become parties to it by the deposit of an instrument of acceptance in accordance with the provisions of Article XIII, paragraph 1 of this Convention.

2. With respect to such nations as are already Members of the Commission and who become parties to the present Convention, the provisions of this Convention shall replace the provisions of the statutes of the International Poplar Commission adopted at the second session of the Commission held on 20 to 28 April 1948 in Italy.

ARTICLE XIX

Authentic Languages

The English, French and Spanish texts of this Convention shall be equally authentic.

CONVENTION PLACANT LA COMMISSION INTERNATIONALE DU PEUPLIER DANS LE CADRE DE LA FAO

tels qu'amendés par la deuxième session extraordinaire de la Commission internationale du peuplier, Rome, Italie (30 octobre 1967) et approuvés par la quatorzième session de la Conférence de l'Organisation des Nations Unies pour l'alimentation et l'agriculture, Rome, Italie (4-23 novembre 1967).

ARTICLE PREMIER

Statut

La Commission internationale du peuplier (dénommée ci-après "la Commission") est placée dans le cadre de l'Organisation des Nations Unies pour l'alimentation et l'agriculture (dénommée ci-après "l'Organisation") et la présente Convention établie à cet effet est régie par les dispositions de l'Article XIV de l'Acte constitutif de l'Organisation.

ARTICLE II

Membres

1. Sont membres de la Commission les Etats Membres ou les Membres associés de l'Organisation qui acceptent la présente Convention conformément aux dispositions de l'Article XIII de celle-ci.

2. La Commission peut décider d'admettre en son sein, à la majorité des deux tiers de ses membres, d'autres Etats qui sont membres des Nations Unies à condition qu'en présentant leur demande d'admission ceux-ci déclarent dans un instrument formel accepter la présente Convention telle qu'elle s'applique à l'époque de leur admission.

ARTICLE III

Fonctions

Les fonctions de la Commission sont les suivantes:

(a) étudier les aspects scientifiques, techniques, sociaux et économiques de la culture du peuplier et du saule,

(b) faciliter les échanges d'idées et de matériel entre les chercheurs, les producteurs et les utilisateurs,

(c) établir des programmes de recherche en commun,

(d) provoquer l'organisation de congrès combinés avec des voyages d'étude,

(e) faire rapport et adresser des recommandations à la Conférence de l'Organisation par l'intermédiaire du Directeur général de l'Organisation, et

(f) adresser des recommandations aux Commissions nationales du peuplier par l'intermédiaire du Directeur général de l'Organisation et des gouvernements intéressés.

ARTICLE IV

Création de Commissions nationales du peuplier

Chaque Etat contractant s'engage à prendre le plus rapidement possible toutes les mesures en son pouvoir pour créer une Commission nationale du peuplier ou, si cela n'est pas possible, pour désigner un autre organisme national approprié; il s'engage à fournir une description des attributions de la Commission nationale ou de cet autre organisme, et des modifications qui peuvent y être apportées, au Directeur général de l'Organisation, qui transmet ces informations aux autres Etats Membres de la Commission. Chaque Etat contractant communique également au Directeur général des publications de sa Commission nationale ou de cet autre organisme.

ARTICLE V

Siège de la Commission

Le Siège de la Commission est fixé au Siège de l'Organisation à Rome.

ARTICLE VI

Sessions

1. Chaque Etat Membre de la Commission est représenté aux sessions de celle-ci par un seul délégué qui peut être accompagné d'un suppléant ainsi que d'experts et de conseillers. Les suppléants, experts et conseillers peuvent participer aux débats de la Commission mais ils ne votent pas, sauf dans le cas où le suppléant est dûment autorisé à remplacer le délégué. Chaque Etat Membre de la Commission a une voix. Les décisions de la Commission sont acquises à la majorité des suffrages exprimés sauf dispositions contraires de la présente Convention. Le quorum est constitué par la majorité des Etats Membres de la Commission.

2. La Commission est convoquée en session ordinaire tous les deux ans par le Directeur général de l'Organisation après consultation du Président du Comité exécutif. La Commission peut être convoquée en session extraordinaire par le Directeur général après consultation du Président du Comité exécutif ou à la demande de la Commission ou encore à la demande d'un tiers au moins des Etats Membres de la Commission.

3. La Commission se réunit au lieu fixé par elle sur le territoire des Etats Membres ou au siège de la Commission.

4. La Commission élit parmi les délégués, au début de chaque session, un président et deux vice-présidents.

5. Il est constitué pour la durée de la session un Bureau composé du Président et des deux Vice-Présidents de la session ainsi que du Président et du Vice-Président du Comité exécutif.

ARTICLE VII

Comité exécutif

1. Il est constitué un Comité exécutif de la Commission comprenant 12 membres et au maximum 5 membres cooptés.

2. La Commission élit 12 membres du Comité exécutif parmi les candidats présentés par les Etats Membres de la Commission sur proposition des Commissions nationales du peuplier des pays respectifs. Les membres du Comité exécutif sont nommés à titre personnel, à raison de leurs qualifications spéciales, pour une durée de six ans et sont rééligibles.

3. Pour s'assurer le concours de spécialistes appropriés, le Comité exécutif peut admettre par cooptation un à cinq membres supplémentaires dans les mêmes conditions qu'au paragraphe 2 ci-dessus. Le mandat des membres supplémentaires expire avec celui des membres élus.

4. Entre les sessions de la Commission, le Comité exécutif agit au nom de celle-ci dont il est l'organe exécutif. En particulier, il soumet à la Commission des propositions concernant l'orientation générale des activités de celle-ci et son programme de travail, il étudie les questions techniques et il assure la mise en oeuvre du programme approuvé par la Commission.

5. Le Comité exécutif élit parmi ses membres un président et un vice-président.

6. Le Directeur général de l'Organisation peut réunir le Comité exécutif aussi souvent qu'il est nécessaire après avoir consulté le Président dudit Comité. Le Comité se réunit à l'occasion de chaque session ordinaire et il se réunit également au moins une fois entre deux sessions ordinaires de la Commission.

7. Le Comité exécutif fait rapport à la Commission.

ARTICLE VIII

Secrétaire

Le Directeur général de l'Organisation nomme parmi les fonctionnaires supérieurs de l'Organisation un Secrétaire de la Commission qui relève du Directeur général. Le Secrétaire exerce les fonctions exigées par les activités de la Commission.

ARTICLE IX

Organismes subsidiaires

1. La Commission peut, le cas échéant, constituer des sous-commissions, des comités ou des groupes de travail, sous réserve que les crédits nécessaires soient disponibles dans le chapitre correspondant du budget approuvé de l'Organisation. Ces sous-commissions, comités ou groupes de travail se réunissent sur convocation du Directeur général de l'Organisation qui consulte à cet effet le Président de l'organisme intéressé.

2. Peuvent faire partie des organismes subsidiaires soit tous les Etats Membres de la Commission, soit certains Etats Membres de la Commission, soit des particuliers nommés à titre personnel, suivant ce que décide la Commission.

ARTICLE X

Dépenses

1. Les dépenses qu'occasionne pour les délégués des Etats Membres de la Commission et pour leurs suppléants et conseillers leur participation aux sessions de la Commission ou à celles de ses organismes subsidiaires, de même que les dépenses des observateurs, sont supportées par les gouvernements ou organisations respectives.

2. Les dépenses qu'occasionne pour les membres du Comité exécutif leur participation aux sessions de celui-ci sont supportées par les pays dont ils sont ressortissants.

3. Les dépenses des particuliers invités à titre personnel à assister aux sessions ou à participer aux travaux de la Commission ou de ses organismes subsidiaires sont supportées par ces personnes à moins qu'elles n'aient été priées d'accomplir une tâche déterminée pour le compte de la Commission ou de ses organismes subsidiaires.

4. Les dépenses du Secrétariat sont supportées par l'Organisation.

5. Si la Commission ou le Comité exécutif ne se réunissent pas au siège de la Commission, toutes les dépenses supplémentaires ainsi occasionnées sont supportées par le gouvernement du pays hôte. Les dépenses afférentes aux publications des sessions de la Commission autres que les rapports desdites sessions, du Comité exécutif et des organismes subsidiaires, sont supportées par le gouvernement du pays hôte.

ARTICLE XI

Règlement intérieur

La Commission peut, à la majorité des deux tiers de ses membres, adopter un règlement intérieur et amender celui-ci qui doit être compatible avec le Règlement général de l'Organisation. Le règlement intérieur de la Commission et les amendements qui peuvent y être apportés entrent en vigueur à compter de leur approbation par le Directeur général de l'Organisation, sous réserve de confirmation du Conseil.

ARTICLE XII

Amendements

1. La présente Convention peut être amendée avec l'approbation des deux tiers des Etats Membres de la Commission.

2. Des propositions d'amendement peuvent être soumises par tout Etat Membre de la Commission dans une communication adressée au Directeur général de l'Organisation, 120 jours au plus tard avant l'ouverture de la session à laquelle la proposition doit être examinée. Le Directeur général de l'Organisation avise immédiatement les Etats Membres de la Commission de toutes propositions d'amendement.

3. Les amendements ne prennent effet qu'à compter de leur approbation par la Conférence de l'Organisation. Le Directeur général de l'Organisation informe de ces amendements tous les Etats Membres de la Commission, tous les Etats Membres et tous les Membres associés de l'Organisation, ainsi que le Secrétaire général des Nations Unies.

4. Les amendements entraînant de nouvelles obligations pour les Etats Membres de la Commission n'entrent en vigueur pour

chacun d'eux qu'à compter de leur acceptation par ledit Etat Membre. Les instruments d'acceptation des amendements entraînant de nouvelles obligations sont déposés auprès du Directeur général de l'Organisation qui informe de la réception de ces acceptations tous les Etats Membres de la Commission, tous les Etats Membres et tous les Membres associés de l'Organisation, ainsi que le Secrétaire général des Nations Unies. Les droits et obligations des Etats Membres de la Commission qui n'acceptent pas un amendement entraînant pour eux de nouvelles obligations continuent à être régis par les dispositions de la présente Convention en vigueur avant ledit amendement.

ARTICLE XIII

Acceptation

1. L'acceptation de la présente Convention par un Etat Membre ou un Membre associé de l'Organisation s'effectue par le dépôt d'un instrument d'acceptation auprès du Directeur général de l'Organisation et prend effet à compter de la réception de cette notification par le Directeur général.

2. L'acceptation de la présente Convention par les Etats qui ne sont pas membres de l'Organisation prend effet à compter de la date à laquelle la Commission approuve leur demande d'admission conformément aux dispositions de l'Article II de la présente Convention.

3. Le Directeur général de l'Organisation informe des acceptations qui ont pris effet tous les Etats Membres de la Commission, tous les Etats Membres et tous les Membres associés de l'Organisation, ainsi que le Secrétaire général des Nations Unies.

4. L'acceptation de la présente Convention peut être subordonnée à des réserves qui ne prennent effet que si elles ont été acceptées par tous les Etats Membres de la Commission. Le Directeur général de l'Organisation notifie immédiatement à tous les Etats Membres de la Commission les réserves qui ont été formulées. Les Etats Membres de la Commission qui n'ont pas répondu dans un délai de trois mois à partir de la date de cette notification sont réputés avoir accepté la réserve.

ARTICLE XIV

Application territoriale

Les Etats Membres de la Commission doivent indiquer expressément, au moment où ils acceptent la présente Convention, à quels territoires s'applique leur acceptation. En l'absence d'une telle déclaration, leur acceptation est réputée valoir pour tous les territoires dont la conduite des relations internationales incombe à l'Etat Membre intéressé. Sous réserve des dispositions du paragraphe 2 de l'Article XVI ci-dessous, l'application territoriale peut être modifiée par une déclaration ultérieure.

ARTICLE XV

Interprétation de la Convention et règlement des différends

Tout différend concernant l'interprétation ou l'application de la présente Convention, s'il n'est pas réglé par la Commission, est déféré à un comité composé à raison d'un membre désigné par chacune des parties en litige et d'un président indépendant choisi par lesdits membres du comité. Les recommandations du comité ne lient pas les parties en cause, mais celles-ci doivent reconsidérer à la lumière desdites recommandations la question qui est à l'origine du différend. Si cette procédure n'aboutit pas au règlement du différend, celui-ci est déféré à la Cour internationale de justice conformément au statut de celle-ci, à moins que les parties en litige ne conviennent d'une autre procédure de règlement.

ARTICLE XVI

Retrait

1. Les Etats Membres de la Commission peuvent notifier leur retrait de la Commission à tout moment après l'expiration d'un délai d'un an à compter de la date de leur acceptation de la présente Convention. Ce retrait prend effet six mois après la date où le Directeur général de l'Organisation en a reçu notification et celui-ci informe de la réception de cette notification tous les Etats Membres de la Commission, tous les Etats Membres et tous les Membres associés de l'Organisation, ainsi que le Secrétaire général des Nations Unies.

2. L'Etat Membre de la Commission qui assume la conduite des relations internationales de plus d'un territoire doit indiquer, lorsqu'il notifie son retrait de la Commission, le ou les territoires auxquels s'applique ce retrait. En l'absence d'une telle déclaration, le retrait est réputé s'appliquer à tous les territoires dont l'Etat Membre intéressé assume la conduite des relations internationales. Un Etat Membre de la Commission peut notifier le retrait d'un ou de plusieurs des territoires dont il assume la conduite des relations internationales. Les Etats Membres de la Commission qui notifient leur retrait de l'Organisation sont réputés se retirer simultanément de la Commission et ce retrait est réputé s'appliquer à tous les territoires dont l'Etat intéressé assume la conduite des relations internationales, exception faite pour les Membres associés.

ARTICLE XVII

Expiration

La présente Convention devient caduque dès lors que le nombre des Etats Membres de la Commission devient inférieur à 6, à moins que les Etats qui restent parties à ladite Convention n'en décident autrement à l'unanimité, sous réserve de l'approbation de la Conférence de l'Organisation. Le Directeur général de l'Organisation informe de l'expiration de la présente Convention tous les Etats Membres de la Commission, tous les Etats Membres et tous les Membres associés de l'Organisation, ainsi que le Secrétaire général des Nations Unies.

ARTICLE XVIII

Entrée en vigueur

1. La présente Convention entre en vigueur dès que 12 Etats Membres ou Membres associés de l'Organisation y sont devenus parties par suite du dépôt d'un instrument d'acceptation conformément aux dispositions du paragraphe 1 de l'Article XIII de la présente Convention.

2. Les dispositions de la présente Convention remplacent, pour les Etats qui sont déjà Membres de la Commission et qui deviennent parties à la présente Convention, les statuts de la Commission internationale du peuplier adoptés lors de la seconde session de la Commission tenue du 20 au 28 avril 1948 en Italie.

ARTICLE XIX

Langues faisant foi

Les textes anglais, français et espagnol de la présente Convention font également foi.

CONVENCION INTEGRANDO LA COMISION INTERNACIONAL DEL ALAMO EN EL MARCO DE LA FAO

con la enmienda adoptada en la Segunda Sesión extraordinaria de la Comisión Internacional del Alamo, Roma, Italia (30 de octubre, 1967) y aprobada por la Conferencia de la Organización de las Naciones Unidas para la Agricultura y la Alimentación durante el 14° período de sesiones, Roma, Italia (4-23 de noviembre, 1967).

ARTICULO I

Estatuto

La Comisión Internacional del Alamo (Chopo) (designada en lo sucesivo por "la Comisión") se integra en el marco de la Organización de las Naciones Unidas para la Agricultura y la Alimentación (designada en lo sucesivo por "la Organización") y la presente Convención establecida al efecto se regirá según disposiciones del Artículo XIV de la Constitución de la Organización.

ARTICULO II

Miembros

1. Serán Estados Miembros de la Comisión los Estados Miembros o Miembros Asociados de la Organización que acepten la presente Convención conforme a las disposiciones de su Artículo XIII.

2. La Comisión puede decidir la admisión en su seno, por una mayoría de los dos tercios de sus miembros, de otros Estados que sean Miembros de las Naciones Unidas, con la condición de que al presentar su solicitud de ingreso declaren por medio de un instrumento oficial que aceptan la presente Convención tal y como se aplica en el momento de su admisión.

ARTICULO III

Funciones

Las funciones de la Comisión serán las siguientes:

a) estudiar los aspectos científicos, técnicos, sociales y económicos del cultivo del álamo y del sauce,

b) facilitar el intercambio de ideas y de material entre los investigadores, los productores y los usuarios,

c) preparar programas conjuntos de investigación,

d) fomentar la organización de congresos, combinados con viajes de estudio,

e) presentar informes y formular recomendaciones a la Conferencia de la Organización por mediación del Director General de la misma, y

f) dirigir recomendaciones a las Comisiones Nacionales del Alamo por mediación del Director General de la Organización y de los gobiernos interesados.

ARTICULO IV

Creación de Comisiones Nacionales del Alamo

Cada Estado contratante se compromete: a adoptar lo más rápidamente posible todas las medidas que están en su poder, bien para crear un comisión nacional del álamo, o bien, si esto no fuera posible, para designar algún otro organismo nacional idóneo; a suministrar una descripción de las atribuciones de la misma o de ese otro organismo, y de aquellas modificaciones que en ellas pudieran aportarse, al Director General de la Organización, el cual dará a conocer todo ello a los demás Estados Miembros de la Comisión. Cada estado contratante comunicará asimismo al Director General las publicaciones de su Comisión nacional o de aquel otro organismo.

ARTICULO V

Sede de la Comisión

La Comisión tendrá su sede en Roma, en las Oficinas Centrales de la Organización

ARTICULO VI

Período de Sesiones

1. Cada Estado Miembros de la Comisión estará representado en los períodos de sesiones de la misma por un solo delegado, al

que podrán acompañar un suplente y varios expertos y consejeros. Los suplentes, expertos y consejeros podrán participar en los debates de la Comisión, pero sin derecho a voto, excepto en el caso en que el suplente esté autorizado debidamente a sustituir al delegado titular. Cada Estado Miembro de la Comisión tendrá derecho a un solo voto. Las decisiones de la Comisión serán tomadas por mayoría de los votos expresados, salvo disposiciones en contrario de la presente Convención. El quórum estará constituído por la mayoría de los Estados Miembros de la Comisión.

2. Se convocará a la Comisión en período ordinario de sesiones cada dos años, por el Director General de la Organización, previa consulta con el Presidente del Comité Ejecutivo. La Comisión podrá ser convocada en período extraordinario de sesiones por el Director General, previa consulta con el Presidente del Comité Ejecutivo, o a petición de la Comisión o de un tercio, por lo menos, de sus Estados Miembros.

3. La Comisión se reunirá en el lugar fijado por la misma en el territorio de los Estados Miembros o en su propia sede.

4. La Comisión elegirá entre los delegados, al principio de cada período de sesiones, un Presidente y dos Vicepresidentes.

5. Se constituirá una Mesa en cada período de sesiones, compuesta por el Presidente y los dos Vicepresidentes de la Comisión y el Presidente y el Vicepresidente del Comité Ejecutivo.

ARTICULO VII

Comité Ejecutivo

1. Se constituirá un Comité Ejecutivo de la Comisión, compuesto de 12 miembros y hasta otros 5 más nombrados por cooptación.

2. La Comisión elegirá, entre los candidatos presentados por sus Estados Miembros a propuesta de las respectivas Comisiones Nacionales, 12 miembros del Comité Ejecutivo, los cuales serán nombrados a título personal, en razón de sus condiciones especiales, por una duración de 6 años y serán reelegibles.

3. Para contar con el concurso de los especialistas adecuados, el Comité Ejecutivo podrá designar por cooptación de 1 a 5 miembros más, en las mismas condiciones que en el anterior párrafo 2. El mandato de estos miembros expirará al mismo tiempo que el de los miembros elegidos.

4. En los intervalos de las sesiones de la Comisión, el Comité Ejecutivo actuará en nombre de aquélla, en calidad de órgano ejecutivo, y, en particular, le someterá propuestas referentes a la orientación general de las actividades de la Comisión y de su programa de trabajo, estudiará las cuestiones técnicas y se encargará de la aplicación del programa aprobado por ésta.

5. El Comité Ejecutivo elegirá entre sus Miembros un Presidente y un Vicepresidente.

6. El Director General de la Organización podrá reunir al Comité Ejecutivo con la frecuencia que sea necesaria, previa consulta con el Presidente de dicho Comité. El Comité se reunirá con motivo de cada período ordinario de sesiones de la Comisión y también, al menos, una vez entre dos períodos sucesivos.

7. El Comité Ejecutivo presentará sus informes a la Comisión.

ARTICULO VIII

Secretario

El Director General de la Organización nombrará entre los altos funcionarios de la Organización un Secretario de la Comisión. Dependerá éste administrativamente del Director General y ejercerá las funciones requeridas por las actividades de la Comisión.

ARTICULO IX

Organos Auxiliares

1. La Comisión podrá, llegado el caso, establecer subcomisiones, comités o grupos de trabajo, a reserva de que se disponga de los créditos necesarios en el capítulo correspondiente del presupuesto aprobado por la Organización. Estas subcomisiones, comités o grupos de trabajo, se reunirán al

ser convocados por el Director General de la Organización, previa consulta al efecto con el Presidente del órgano interesado.

2. Podrán formar parte de los órganos auxiliares o bien todos los Estados Miembros de la Comisión, o bien algunos de ellos, o bien particulares nombrados a título personal, según lo decida la Comisión.

ARTICULO X
Gastos

1. Los gastos ocasionados a los delegados de los Estados Miembros de la Comisión y a sus suplentes y consejeros, por su participación en los períodos de sesiones de la Comisión o en los de sus órganos auxiliares, así como los gastos de los observadores, serán sufragados por los gobiernos o por los organismos respectivos.

2. Los gastos ocasionados a los miembros del Comité Ejecutivo por su participación en los períodos de sesiones del mismo serán sufragados por los países a que pertenecen.

3. Los gastos de las personas particulares invitadas a título personal para asistir a los períodos de sesiones o a participar en las labores de la Comisión o de sus órganos auxiliares, serán sufragados por dichas personas a menos que se les haya pedido que desempeñen una labor determinada por cuenta de la Comisión o de sus órganos auxiliares.

4. Los gastos de la Secretaría serán sufragados por la Organización.

5. Si la Comisión o el Comité Ejecutivo no se reúnen en la sede de la Comisión, todos los gastos suplementarios así ocasionados serán sufragados por el gobierno del país en que se celebre la reunión. Dicho gobierno costeará también los gastos de las publicaciones referentes a la reunión, excepción hecha de los informes del período de sesiones, del Comité Ejecutivo y de los órganos auxiliares.

ARTICULO XI
Reglamento

La Comisión, por una mayoría de dos tercios de sus miembros, podrá formular y reformar un reglamento interior, el cual debe ser compatible con el Reglamento general de la Organización. El Reglamento de la Comisión y las enmiendas que pudieran aportársele entrarán en vigor a partir del momento de su aprobación por el Director General de la Organización, a reserva de su confirmación por parte del Consejo.

ARTICULO XII

Enmiendas

1. La presente Convención puede ser reformada con la aprobación de los dos tercios de los Estados Miembros de la Comisión.

2. Todo Estado miembro de la Comisión podrá presentar propuestas de enmienda, mediante comunicación dirigida al Director General de la Organización, 120 días a más tardar antes de la apertura del período de sesiones en el que deberá examinarse la propuesta. El Director General de la Organización comunicará inmediatamente a todos los Estados Miembros de la Comisión todas las propuestas de enmienda.

3. Las enmiendas sólo surtirán efecto al aprobarlas la Conferencia de la Organización y a partir de esa fecha. El Director General de la Organización informará de cada una a todos los Estados Miembros de la Comisión, a todos los Estados Miembros y a todos los Miembros Asociados de la Organización, así como al Secretario General de las Naciones Unidas.

4. Las enmiendas que supongan nuevas obligaciones para los Estados Miembros de la Comisión sólo surtirán efecto para cada uno de ellos a partir de su respectiva aceptación. Los instrumentos de aceptación de las enmiendas que supongan nuevas obligaciones serán depositados ante el Director General de la Organización, el cual informará de dichas aceptaciones a todos los Estados Miembros de la Comisión, a todos los Estados Miembros y a todos los Miembros Asociados de la Organización, así como al Secretario General de las Naciones Unidas. Los derechos y obligaciones de los Estados Miembros de la Comisión que no acepten una enmienda que suponga para ellos nuevas obligaciones seguirán siendo regidos por las disposiciones de la presente Convención en vigor antes de dicha enmienda.

ARTICULO XIII

Aceptación

1. La aceptación de la presente Convención por un Estado Miembro o Miembro Asociado de la Organización se efectuará mediante el depósito de un instrumento de aceptación ante el Director General de la Organización y surtirá efecto a partir de la recepción de dicha notificación por el Director General.

2. La aceptación de la presente Convención por los Estados que no sean miembros de la Organización surtirá efecto en la fecha en que la Comisión apruebe la solicitud de ingreso, conforme a las disposiciones del Artículo II de la presente Convención.

3. El Director General de la Organización informará a todos los Estados Miembros de la Comisión, a todos los Estados Miembros y a todos los Miembros Asociados de la Organización, así como al Secretario General de las Naciones Unidas, de las aceptaciones que han surtido efecto.

4. La aceptación de la presente Convención podrá ser objeto de reservas, que sólo surtirán efecto si las aceptan todos los Estados Miembros de la Comisión. El Director General de la Organización notificará inmediatamente a todos los Estados Miembros de la Comisión las reservas que hayan sido formuladas. Se considerará que las aceptan los que no hayan contestado antes de transcurridos tres meses de la fecha de notificación.

ARTICULO XIV

Ambito territorial

Los Estados Miembros de la Comisión deberán indicar expresamente, en el momento en que acepten la presente Convención, a qué territorios se aplica su aceptación. A falta de tal declaración, su aceptación se considerará valedera para todos los territorios cuyas relaciones internacionales corran a cargo del Estado miembro de la Comisión interesado. A reserva de las disposiciones del párrafo segundo del Artículo XVI, el ámbito territorial podrá ser modificado por medio de una declaración ulterior.

ARTICULO XV

Interpretación de la Convención y solución de las controversias

Toda controversia referente a la interpretación o aplicación de la presente Convención, si no queda resuelta por la Comisión, será deferida a un Comité compuesto a razón de un miembro designado por cada una de las partes en litigio y de un presidente independiente escogido por los citados miembros del Comité. Las recomendaciones del Comité no obligarán a las partes en causa, pero éstas deberán volver a considerar, a la luz de dichas recomendaciones, la cuestión que haya sido origen de la controversia. Si este procedimiento no conduce a la solución de la controversia, ésta se someterá a la Corte Internacional de Justicia, conforme al Estatuto de la misma, a menos que las partes en litigio no convengan acerca de otro procedimiento.

ARTICULO XVI

Retirada

1. Los Estados Miembros podrán notificar su retirada de la Comisión en cualquier momento después de transcurrido un año a partir de la fecha en que hubiesen aceptado la presente Convención. Esta retirada surtirá efecto 6 meses después de la fecha en que el Director General de la Organización haya recibido notificación y ésta informará de la recepción de dicha notificación a todos los Estados Miembros de la Comisión y a todos los Estados Miembros y Miembros Asociados de la Organización, así como al Secretario General de las Naciones Unidas.

2. El Estado Miembro de la Comisión que asuma la dirección de las relaciones internacionales de más de un territorio deberá indicar, cuando notifique su retirada de la Comisión, el territorio o los territorios a los cuales se aplicará dicha retirada. A falta de tal declaración, la retirada se entendrá que debe aplicarse a todos los territorios cuyas relaciones internacionales tenga a su cargo. Un Estado Miembro de la Comisión puede notificar la retirada de uno o de varios de los territorios de los cuales asume la dirección de las relaciones internacionales. Todo Estado Miembro de la Comisión que notifique

su retirada de la Organización, se entiede que se retira simultáneamente de la Comisión y esta retirada se entiende que se aplica a todos los territorios cuyas relaciones internacionales corran a su cargo, a excepción de los Miembros Asociados.

ARTICULO XVII

Caducidad

La presente Convención se considerará caducada a partir del momento en que el número de Estados Miembros de la Comisión sea inferior a 6, a menos que los Estados que sigan siendo partes de la Convención decidan lo contrario por unanimidad y lo apruebe la Conferencia de la Organización. El Director General de la Organización informará de la expiración de la presente Convención a todos los Estados Miembros de la Comisión, y a todos los Estados Miembros y Miembros Asociados de la Organización, así como al Secretario General de las Naciones Unidas.

ARTICULO XVIII

Entrada en vigor

1. La presente Convención entrará en vigor en el momento en que sean partes de la misma 12 Estados Miembros o Miembros Asociados de la Organización, mediante el depósito de un instrumento de aceptación conforme a las disposiciones del párrafo 1 del Artículo XIII.

2. Las disposiciones de la presente Convención sustituyen, para los Estados que ya son Miembros de la Comisión y que sean partes de la presente Convención, los Estatutos de la Comisión Internacional del Alamo aprobados durante el segundo período de sesiones de la Comisión, celebrado del 20 al 28 de abril de 1948 en Italia.

ARTICULO XIX

Idiomas auténticos

Los textos inglés, francés y español de la presente Convención se consideran auténticos por igual.

CERTIFIED TRUE COPY

P. CONTINI
Legal Counsel

Date 22/4/70

MALAYSIA

Trade in Cotton Textiles

Agreement effected by exchange of notes
Signed at Washington September 8, 1970;
Entered into force September 8, 1970;
Effective September 1, 1970.

The Secretary of State to the Chargé d'Affaires ad interim of Malaysia

DEPARTMENT OF STATE
WASHINGTON
September 8, 1970

SIR:

I refer to the Long-Term Arrangement Regarding International Trade in Cotton Textiles (hereinafter referred to as the Long-Term Arrangement), done in Geneva on February 9, 1962, as extended by Protocol until September 30, 1973.[1]

I also refer to recent discussions between our two Governments concerning the export of cotton textiles from Malaysia to the United States. As a result of these discussions, I wish to propose the following agreement relating to trade in cotton textiles between Malaysia and the United States.

1. The term of this agreement shall be from September 1, 1970 through August 31, 1974. During the term of this agreement the Government of Malaysia shall limit annual exports of cotton textiles from Malaysia to the United States to aggregate, group, and specific limits at the levels specified in the following paragraphs.

2. For the first agreement year, constituting the 12-month period beginning September 1, 1970 the aggregate limit shall be 20 million square yards equivalent.

3. Within the aggregate limit, group limits shall apply to each of the following groups of categories. For the first agreement year the levels (in square yard equivalents) shall be as follows:

Group I (Categories 1–38 and 64)	11.0 million
Group II (Categories 39–63)	9.0 million

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[1] TIAS 5240, 6940; 13 UST 2672; *ante*, p. 1970.

4. Within the aggregate limit and the applicable group limit, the following specific limits shall apply. For the first agreement year the levels shall be as follows:

Item	Units	In Square Yards Equivalent
Group I		
Categories 9/10		800, 000
" 18/19/26 [a]		1, 800, 000
" 22/23		1, 500, 000
Category 26:		
Other than printcloth		4, 400, 000
of which duck not to exceed		(2, 000, 000)
Category 31	2,011,494 pieces	700, 000
" 64	178,260 pounds	820, 000
Group II		
Category 45	90,000 dozen	1, 996, 740
" 46	20,000 "	489, 140
" 49	15,000 "	487, 500
" 50	25,000 "	444, 925
" 51	25,000 "	444, 925
" 53	15,000 "	679, 500
" 55	18,000 "	918, 000
" 60	28,000 "	1, 454, 880

[a] Category 26 printcloth only.

5. Within the aggregate limit, the limit for Group I may be exceeded by not more than 10 percent and the limit for Group II may be exceeded by not more than 5 percent. Within the applicable group limit, as it may be adjusted under this provision, specific limits may be exceeded by not more than 5 percent.

6. Categories not given specific limits are subject to consultation levels and to the group and aggregate limits. In the event the Government of Malaysia wishes to permit exports in any category in excess of the applicable consultation level during any agreement year, the Government of Malaysia 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 Malaysia shall limit its exports in the category in question to the consultation level. For the first agreement year, the consultation level for each category not given a specific limit shall be 500,000 square yards equivalent in categories 1–38 and category 64 and 350,000 square yards equivalent in categories 39–63.

7. In the second and any succeeding 12-month period for which any limitation is in effect under this agreement, the level of exports permitted under such limitation shall be increased by five percent

of the corresponding level for the preceding 12-month period, the latter level not to include any adjustments under paragraphs 5 or 8.

8. (a) For any agreement year immediately following a year of a shortfall (i.e., a year in which cotton textile exports from Malaysia to the United States were below the aggregate limit and any group and specific limits applicable to the category concerned) the Government of Malaysia may permit exports to exceed these limits by carryover in the following amounts and manner:

(i) The carryover shall not exceed the amount of shortfall in either the aggregate limit or any applicable group or specific limit and shall not exceed either 5 percent of the aggregate limit or 5 percent of the applicable group limit in the year of the shortfall, and

(ii) In the case of shortfalls in the categories subject to specific limits the carryover shall not exceed 5 percent of the specific limit in the year of the shortfall, shall be used in the same category in which the shortfall occurred, and shall be in addition to the exports permitted in paragraph 5; and

(iii) In the case of shortfalls not attributable to categories subject to specific limits, the carryover shall be used in the same group in which the shortfall occurred, shall not be used to exceed any applicable specific limit except in accordance with the provisions of paragraph 5, and shall not be used to exceed the limits in paragraph 6 of the agreement.

(b) The limits referred to in subparagraph (a) of this paragraph are without any adjustments under this paragraph or paragraph 5.

9. The provisions of paragraphs 2–8 shall not apply to exports from Malaysia to the United States of batik cotton textile products of the cottage industry, exclusive of apparel, certified as such by the Government of Malaysia, up to a special batik limit.

(a) For the 12-month period beginning September 1, 1970, the special batik limit shall be 1 million square yards equivalent. For each succeeding 12-month period this level shall be increased by 5 percent over the special batik limit for the previous 12-month period.

(b) For an agreement year immediately following a year in which exports of batik products under this paragraph were below the special batik limit, exports of such products under this paragraph may exceed the special batik limit by 5 percent of the special batik limit for the preceding agreement year or the amount by which such exports were below the special batik limit for that year, whichever is less.

10. The Government of Malaysia shall use its best efforts to space exports from Malaysia to the United States within each category evenly throughout the agreement year, taking into consideration normal seasonal factors.

11. The Government of the United States of America shall promptly supply the Government of Malaysia with data on monthly imports of cotton textiles from Malaysia; and the Government of Malaysia shall promptly supply the Government of the United States of America with data on monthly exports of cotton textiles to the United States. Each Government agrees to supply promptly any other pertinent and readily available statistical data requested by the other Government.

12. In implementing this agreement, the system of categories and the rates of conversion into square yard equivalents listed in the annex hereto shall apply. In any situation where the determination of an article to be a cotton textile would be affected by whether the criterion provided for in Article 9 of the Long-Term Arrangement or the criterion provided for in paragraph 2 of Annex E of the Long-Term Arrangement is used, the chief value criterion used by the Government of the United States of America in accordance with paragraph 2 of Annex E shall apply.

13. The Government of Malaysia and the Government of the United States of America agree to consult on any question arising in the implementation of this agreement.

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

15. If the Government of Malaysia considers that, as a result of limitations specified in this agreement, Malaysia is being placed in an inequitable position vis-a-vis a third country, the Government of Malaysia may request consultation with the Government of the United States of America with a view to taking appropriate remedial action such as reasonable modification of this agreement.

16. For the duration of this agreement, the Government of the United States of America shall not invoke the procedures of Article 3 or 6(c) of the Long-Term Arrangement to request restraint on the export of cotton textiles from Malaysia to the United States.

17. 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 cotton textiles covered by the agreement.

18. Either Government may terminate this agreement effective at the end of any agreement year by written notice to the other Government to be given at least 90 days prior to the end of such agreement year. Either Government may at any time propose revisions in the terms of this agreement.

If this proposal is acceptable to the Government of Malaysia, this note and your note of confirmation on behalf of the Government of Malaysia shall constitute an agreement between the Government of Malaysia and the Government of the United States of America.

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

For the Secretary of State:

JULIUS L. KATZ

Enclosure: Annex A

The Honorable
JAMALUDDIN BIN HAJI ABU BAKAR,
Charge d'Affaires ad interim
of Malaysia.

ANNEX A

Category Number	Description	Unit	Conversion Factor to Syds.
1	Cotton Yarn, carded, singles	Lbs.	4. 6
2	Cotton Yarn, carded, plied	Lbs.	4. 6
3	Cotton Yarn, combed, singles	Lbs.	4. 6
4	Cotton Yarn, combed, plied	Lbs.	4. 6
5	Gingham, carded	Syds.	Not required
6	Gingham, combed	Syds.	Not required
7	Velveteen	Syds.	Not required
8	Corduroy	Syds.	Not required
9	Sheeting, carded	Syds.	Not required
10	Sheeting, combed	Syds.	Not required
11	Lawns, carded	Syds.	Not required
12	Lawns, combed	Syds.	Not required
13	Voile, carded	Syds.	Not required
14	Voile, combed	Syds.	Not required
15	Poplin and Broadcloth, carded	Syds.	Not required
16	Poplin and Broadcloth, combed	Syds.	Not required
17	Typewriter ribbon cloth	Syds.	Not required
18	Print cloth, shirting type, 80 x 80 type, carded	Syds.	Not required
19	Print cloth, shirting type, other than 80 x 80 type, carded	Syds.	Not required
20	Shirting, Jacquard or dobby, carded	Syds.	Not required
21	Shirting, Jacquard or dobby, combed	Syds.	Not required
22	Twill and sateen, carded	Syds.	Not required
23	Twill and sateen, combed	Syds.	Not required
24	Woven fabric, n.e.s., yarn dyed, carded	Syds.	Not required
25	Woven fabric, n.e.s., yarn dyed, combed	Syds.	Not required
26	Woven fabric, n.e.s., other, carded	Syds.	Not required
27	Woven fabric, n.e.s., other, combed	Syds.	Not required
28	Pillowcases, not ornamented, carded	Numbers	1. 084
29	Pillowcases, not ornamented, combed	Numbers	1. 084

Category Number	Description	Unit	Conversion Factor to Syds.
30	Towels, dish	Numbers	. 348
31	Towels, other	Numbers	. 348
32	Handkerchiefs, whether or not in the piece	Dozen	1. 66
33	Table damask and manufactures	Lbs.	3. 17
34	Sheets, carded	Numbers	6. 2
35	Sheets, combed	Numbers	6. 2
36	Bedspreads and quilts	Numbers	6. 9
37	Braided and woven elastic	Lbs.	4. 6
38	Fishing nets and fish netting	Lbs.	4. 6
39	Gloves and mittens	Dozen	3. 527
40	Hose and half hose	Doz. prs.	4. 6
41	T-shirts, all white, knit, men's and boys'	Dozen	7. 234
42	T-shirts, other knit	Dozen	7. 234
43	Shirts, knit, other than T-shirts and sweatshirts	Dozen	7. 234
44	Sweaters and cardigans	Dozen	36. 8
45	Shirts, dress, not knit, men's and boys'	Dozen	22. 186
46	Shirts, sport, not knit, men's and boys'	Dozen	24. 457
47	Shirts, work, not knit, men's and boys'	Dozen	22. 186
48	Raincoats, ¾ length or longer, not knit	Dozen	50. 0
49	Coats, other, not knit	Dozen	32. 5
50	Trousers, slacks, and shorts (outer), not knit, men's and boys'	Dozen	17. 797
51	Trousers, slacks and shorts (outer) not knit, women's, girls' and infants'	Dozen	17. 797
52	Blouses, not knit	Dozen	14. 53
53	Dresses (including uniforms) not knit	Dozen	45. 3
54	Playsuits, sunsuits, washsuits, creepers, rompers, etc., not knit, n.e.s.	Dozen	25. 0
55	Dressing gowns, including bathrobes and beachrobes, lounging gowns, housecoats, and dusters, not knit	Dozen	51. 0
56	Undershirts, knit, men's and boys'	Dozen	9. 2
57	Briefs and undershorts, men's and boys'	Dozen	11. 25
58	Drawers, shorts and briefs, knit, n.e.s.	Dozen	5. 0
59	All other underwear, not knit	Dozen	16. 0
60	Pajamas and other nightwear	Dozen	51. 95
61	Brassieres and other body supporting garments	Dozen	4. 75
62	Wearing apparel, knit, n.e.s.	Lbs.	4. 6
63	Wearing apparel, not knit, n.e.s.	Lbs.	4. 6
64	All other cotton textiles	Lbs.	4. 6

The Chargé d'Affaires ad interim of Malaysia to the Secretary of State

KEDUTAAN BESAR MALAYSIA
WASHINGTON

EMBASSY OF MALAYSIA
2401 MASSACHUSETTS AVENUE, N.W.
WASHINGTON, D.C. 20008

SEPTEMBER 8, 1970

DEAR MR. SECRETARY,

I have the honour to acknowledge the receipt of your Note of September 8, 1970, relating to exports of cotton textiles from Malaysia to the United States.

I confirm that the Government of Malaysia agrees to the proposal set forth in your Note and that Your Excellency's Note and this reply constitute an agreement between our Governments.

Accept, Mr. Secretary, the renewed assurances of my highest consideration.

JAMALUDDIN

Jamaluddin bin Haji Abu Bakar
Charge d'Affaires, a.i.

The Honourable
WILLIAM P. ROGERS
Secretary of State
United States Department of State
Washington, D.C.

MALAYSIA

Trade in Wool and Man-Made Fiber Textile Products

Agreement effected by exchange of notes
Signed at Washington September 8, 1970;
Entered into force September 8, 1970;
Effective September 1, 1970.

The Secretary of State to the Chargé d'Affaires ad interim of Malaysia

DEPARTMENT OF STATE
WASHINGTON
September 8, 1970

SIR:

I refer to recent discussions concerning the export of wool and man-made fiber textile products from Malaysia to the United States. As a result of these discussions, I wish to propose the following agreement relating to the trade in these products between our two countries.

1. The Government of Malaysia will limit annual exports of wool textile products and man-made fiber textile products to the United States for a period of four years beginning September 1, 1970, to the limits set forth below and in accordance with this agreement.

2. Man-made fiber textile products and wool textile products shall be subject to an aggregate limit for the first agreement year of 5 million square yards equivalent. Within the aggregate limit the following specific limits shall apply to man-made fiber textile products:

Specific Limits	Unit	In Square Yards Equivalent
Category 228	30,000 Doz.	435, 900
Category 229	18,000 "	742, 500
Category 234	40,000 "	887, 600
Category 235	50,000 "	1, 223, 000
Category 238	25,000 "	445, 000

3. Subsequent to the first agreement year, the limits set forth in paragraph 2 shall apply in each agreement year as adjusted in the same manner and by the same percentage as the level of consumption in the United States domestic market for all man-made fiber textile products in the preceding 12-month period ending March 31 was greater or less than the level in the 12-month period ending March 31, 1970.

4. (a) Within the aggregate limit, for the first agreement year exports in any category not subject to a specific limit may not exceed

350,000 square yards equivalent for any man-made fiber textile apparel category; 500,000 square yards equivalent for any man-made fiber textile non-apparel category; or 100,000 square yards equivalent for any wool textile category, except with the prior concurrence of the Government of the United States of America following consultations requested by the Government of Malaysia. The Government of the United States of America shall enter into such consultations promptly at the request of the Government of Malaysia.

(b) Subsequent to the first agreement year,

(i) The limits for man-made fiber textile categories set forth in (a) of this paragraph shall apply in each agreement year as adjusted in the same manner and by the same percentage as the level of consumption in the United States domestic market for all man-made fiber textile products in the preceding 12-month period ending March 31 was greater or less than the level in the 12-month period ending March 31, 1970.

(ii) The limit for wool textile categories set forth in (a) of this paragraph shall apply in each agreement year as adjusted in the same manner and by the same percentage as the level of consumption in the United States domestic market for all wool textile products in the preceding 12-month period ending March 31 was greater or less than the level in the 12-month period ending March 31, 1970.

5. (a) Provided that exports in the preceding agreement year were below each limit applicable to the category concerned, exports in any agreement year may exceed the applicable aggregate and specific limits by an amount equal to 5 percent of the corresponding limit for the preceding agreement year or the amount by which exports were below each of the limits applicable to the category in the preceding agreement year, whichever is less.

(b) The limits for the preceding agreement year referred to in (a) of this paragraph are without any adjustments under this paragraph. Exports authorized under (a) of this paragraph in categories not subject to specific limits shall be subject to the provisions of paragraph 4.

6. 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.

7. (a) For the purposes of this agreement the schedules of categories and conversion factors attached hereto as Annex A shall apply.

(b) (i) Any textile product which is wholly or in part of wool and/or man-made fiber, but is not in chief value cotton, shall be subject to the terms of this agreement, whether or not listed in Annex A.

(b) (ii) For purposes of this agreement a product covered under (b) (i) and not listed in Annex A shall be treated as a wool textile product if (a) it is 17 percent or more by weight of wool, or (b) the

weight of the wool component is not less than the weight of the man-made fiber component, or (c) the product contains no man-made fiber. All other products under (b) (i) but not listed in Annex A shall be considered man-made fiber textile products.

(b) (iii) For purposes of this agreement the term "man-made fiber" refers to any fiber other than a natural fiber.

(c) Both Governments agree to take such measures as may be appropriate to prevent the evasion of this agreement by substitution, transshipment, or other means.

8. The Government of Malaysia agrees to supply promptly to the Government of the United States of America data on monthly exports to the United States of products covered by this agreement, and the Government of the United States of America agrees to supply promptly to the Government of Malaysia data on monthly imports of products covered by this agreement. The two Governments agree to cooperate in such further exchange of statistical data as may be deemed appropriate.

9. The two Governments agree to take such measures of export and import control as may be appropriate to assure that exports and imports do not exceed the limitations provided for in this agreement.

10. If the Government of Malaysia considers that, as a result of limits specified in this agreement, 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 a reasonable modification of this agreement.

11. The two Governments agree to consult promptly at the request of the other Government concerning any matter relating to the operation of this agreement.

12. Either Government may terminate this agreement effective at the end of an agreement year by written notice to the other Government to be given at least 90 days prior to the end of such agreement year. Either Government may at any time propose revisions in the terms of this agreement.

If this proposal is acceptable to the Government of Malaysia, this note and your note of confirmation on behalf of the Government of Malaysia shall constitute an agreement between the Government of Malaysia and the Government of the United States of America.

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

For the Secretary of State:

JULIUS L. KATZ

Enclosure: Annex A

The Honorable
JAMALUDDIN BIN HAJI ABU BAKAR,
Charge d'Affaires ad interim
of Malaysia.

TIAS 6954

ANNEX A

Categories of Wool Textile Products [1]

Category	Description	Unit of Measure	Syd. Conversion
101	Wool tops and wool advanced	Lb.	1. 95
102	Yarns of Angora Rabbit hair	Lb.	1. 95
103	Other yarns of wool and hair	Lb.	1. 95
104	Woven fabrics of wool, including blankets (carriage robes, lap robes, steamer rugs, etc.) over 3 yards in length	Syd.	1. 00
105	Billiard cloth	Syd.	1. 0
106	Blankets	Lb.	1. 295
107	Carriage and auto robes, etc., nes.	Lb.	1. 295
108	Tapestries and upholstery fabrics	Syd.	1. 0
109	Pile and tufted fabrics	Syd.	1. 0
110	Knit fabrics in the piece	Lb.	1. 95
111	Hosiery	Doz. Pr.	2. 7814
112	Gloves and mittens	Doz. Pr.	2. 093
113	Underwear, knit	Lb.	1. 95
114	Other infants articles, knit, not ornamented	Lb.	1. 95
115	Knit hats and similar items	Lb.	1. 95
116	Knit wearing apparel, nes., valued not over $5 per pound	Lb.	1. 95
117	Knit wearing apparel, nes., valued over $5 per pound	Lb.	1. 95
118	Hats, caps, not blocked	Lb.	1. 95
119	Hats, caps, blocked, finished	Lb.	1. 95
120	Men's and boys' suits	No.	4. 5
121	Men's and boys' outer coats	No.	4. 5
122	Women's misses', and children's coats and suits	No.	4. 75
123	Women's misses', children's separate skirts	No.	1. 5
124	Trousers, slacks and shorts	No.	1. 5
125	Articles of wearing apparel, nes.	Lb.	2. 0
126	Lace and net articles including veiling	Lb.	1. 95
128	Miscellaneous wool manufactures	Lb.	1. 95
131	Braided floor covering	Sft.	. 1111
132	Wool floor coverings, nes.	Sft.	. 1111

[1] The categories and descriptions in this list correspond to United States categories for reporting imports of wool textile manufactures. These categories are further defined in terms of TSUSA numbers in the publication "Correlation of Textile Categories with Tariff Schedules of the United States Annotated," available from the United States Department of Commerce. The correlation set forth in that publication, as it may be revised from time to time, shall be controlling for purposes of defining the categories set forth in this Annex.

ANNEX A

Categories of Man-Made Fiber Textile Products [1]

Category	Description	Unit of Measure	Syd. Conversion
200	Textured yarns	Lb.	3. 51
201	Yarn wholly of continuous filament, cellulosic	Lb.	5. 19
202	Yarn wholly of continuous filament, other	Lb.	11. 6
203	Yarn wholly of non-continuous filament, cellulosic	Lb.	3. 4
204	Yarn wholly of non-continuous filament, other	Lb.	4. 12
205	Yarns, other	Lb.	3. 51
206	Woven fabrics, cellulosic, wholly of continuous man-made fiber	Syd.	1. 0
207	Woven fabrics, cellulosic, wholly of non-continuous fibers	Syd.	1. 0
208	Woven fabrics, other, wholly of continuous man-made fiber	Syd.	1. 0
209	Woven fabrics, other, wholly of non-continuous fibers	Syd.	1. 0
210	Woven fabrics, other, of man-made fibers (including fabric containing more than 17% by weight of wool; glass fabrics and mixed yarn fabrics)	Syd.	1. 0
211	Knit fabrics	Lb.	7. 8
212	Pile and tufted fabrics	Syd.	1. 0
213	pecialty fabrics	Lb.	7. 8
214	loves and mittens, knit, whether or not ornamented	Doz. Pr.	3. 53
215	Hosiery	Doz. Pr.	4. 6
216	Dresses, knit	Doz.	45. 3
217	Pajamas and other nightwear, knit	Doz.	51. 96
218	T-Shirts, knit	Doz.	7. 24
219	Shirts, other (including blouses), knit	Doz.	18. 36
220	Skirts, knit	Doz.	17. 8
221	Sweaters and cardigans, knit	Doz.	36. 8
222	Trousers, slacks and shorts, knit, women's girls' and infants'	Doz.	17. 8
223	Underwear, knit	Doz.	16. 0
224	Other wearing apparel, knit, whether or not ornamented	Lb.	7. 8
225	Body supporting garments	Doz.	4. 75
226	Handkerchiefs	Doz.	1. 66
227	Mufflers, scarves and shawls, not knit	Lb.	7. 8
228	Blouses, not knit	Doz.	14. 53

[1] The categories and descriptions in this list correspond to United States categories for reporting imports of man-made textile manufactures. These categories are further defined in terms of TSUSA numbers in the publication "Correlation of Textile Categories with Tariff Schedules of the United States Annotated," available from the United States Department of Commerce. The correlation set forth in that publication, as it may be revised from time to time, shall be controlling for purposes of defining the categories set forth in this Annex.

Category	Description	Unit of Measure	Syd. Conversion
229	Coats, not knit	Doz.	41.25
230	Dresses, not knit	Doz.	45.3
231	Dressing gowns, including bathrobes and beach robes, not knit	Doz.	51.0
232	Pajamas and other nightwear, not knit	Doz.	51.96
233	Playsuits, sunsuits, washsuits, etc., not knit	Doz.	21.3
234	Dress shirts, not knit	Doz.	22.19
235	Shirts, other, not knit	Doz.	24.46
236	Skirts, not knit	Doz.	17.8
237	Suits, not knit	No.	4.5
238	Trousers, slacks and shorts, not knit	Doz.	17.8
239	Underwear, not knit	Doz.	16.0
240	Other wearing apparel, not knit, whether or not ornamented	Lb.	7.8
241	Floor coverings	Sft.	0.11
242	Other furnishings	Lb.	7.8
243	Man-made fiber manufactures, nes.	Lb.	7.8

The Chargé d'Affaires ad interim of Malaysia to the Secretary of State

KEDUTAAN BESAR MALAYSIA
WASHINGTON

EMBASSY OF MALAYSIA
2401 MASSACHUSETTS AVENUE, N.W.
WASHINGTON, D.C. 20008

SEPTEMBER 8, 1970

DEAR MR. SECRETARY,

I have the honour to acknowledge the receipt of your Note of September 8, 1970, relating to exports of wool and man-made fibre textile products from Malaysia to the United States.

I confirm that the Government of Malaysia agrees to the proposal set forth in your Note and that Your Excellency's Note and this reply constitute an agreement between our Governments.

Accept, Mr. Secretary, the renewed assurances of my highest consideration.

JAMALUDDIN

Jamaluddin bin Haji Abu Bakar
Charge d'Affaires, a.i.

The Honourable
WILLIAM P. ROGERS
Secretary of State
United States Department of State
Washington, D.C.

NORTH ATLANTIC TREATY ORGANIZATION (NATO)

NATO Satellite Communications Earth Terminal

Agreement signed at Washington July 10, 1970, and at Mons August 20, 1970;
Entered into force August 20, 1970.

AGREEMENT CONCERNING
THE NORTH ATLANTIC TREATY ORGANIZATION
SATELLITE COMMUNICATIONS EARTH TERMINAL
IN THE UNITED STATES

Between

THE GOVERNMENT OF THE UNITED STATES
OF AMERICA
Represented by
THE DEPARTMENT OF DEFENSE

and

THE NORTH ATLANTIC TREATY ORGANIZATION
Represented by
THE SUPREME HEADQUARTERS,
ALLIED POWERS EUROPE

SHORT TITLE
AGREEMENT WITH SHAPE CONCERNING
THE NATO SATCOM EARTH TERMINAL

AGREEMENT BETWEEN THE SUPREME HEADQUARTERS ALLIED POWERS EUROPE, FOR THE NORTH ATLANTIC TREATY ORGANIZATION, AND THE DEPARTMENT OF DEFENSE, FOR THE GOVERNMENT OF THE UNITED STATES

The Government of the United States of America and the Supreme Headquarters, Allied Powers in Europe,

Considering that the general relations between the parties to the North Atlantic Treaty [1] and the several Allied Headquarters have been defined in the Protocol on the Status of International Military Headquarters [2] set up pursuant to the North Atlantic Treaty,

Desiring to apply and give effect to the said Protocol in the United States as it relates to the activities of the Supreme Headquarters, Allied Powers in Europe, particularly with reference to the construction, operation and maintenance of the NATO Satellite Communications Earth Terminal located in the United States,

Have agreed as follows:

Article 1

As used in this Agreement:

(a) "SHAPE" means the Supreme Headquarters, Allied Powers in Europe;
(b) the "Protocol" means the Protocol on the Status of International Military Headquarters set up pursuant to the North Atlantic Treaty, signed at Paris on August 28, 1952;
(c) "SACEUR" means the Supreme Allied Commander, Europe;
(d) the expressions "force", "civilian component", and "dependent" shall have the same meanings as set out in Article 3 of the Protocol.

Article 2

SHAPE, or any agent designated by it to act on its behalf, may construct, operate and maintain a NATO Satellite Communications Earth Terminal in the United States. The right of SHAPE to acquire or dispose of interests in land in the United States will be exercised only after consultation with appropriate representatives of the United States Government.

[1] TIAS 1964; 63 Stat. 2241.
[2] TIAS 2978; 5 UST 870.

ARTICLE 3

The powers vested in SHAPE by Articles 10 and 11 of the Protocol may be exercised directly by SACEUR or by any agent designated by him to act on his behalf.

ARTICLE 4

(a) The Government of the United States will permit the importation by or on behalf of SHAPE of equipment, components, parts, materials and supplies for the construction, operation and maintenance of the NATO Satellite Communications Earth Terminal in the United States.

(b) With respect to such equipment, components, parts, materials and supplies in paragraph (a) *supra*, and in connection with the operation and maintenance of the Earth Terminal, the Government of the United States agrees that SHAPE shall be relieved, so far as practicable, from duties and taxes affecting expenditures made in the interest of common defense and for its official and exclusive benefit. In connection with such importation and relief from duties and taxes, SHAPE will comply with such arrangements, procedures and terms as the United States Department of the Treasury may prescribe.

ARTICLE 5

SHAPE may also conduct such other activities in the United States as may be agreed upon with the appropriate authorities of the Government of the United States under the same terms of this Agreement.

ARTICLE 6

The United States Government agrees to represent SHAPE in matters with local governments (State, county, and/or municipal) within the United States, relating to the application of local taxes, duties and public charges on the importation or exportation by SHAPE of equipment, components, parts, materials and supplies for use in connection with construction, operation and maintenance of a NATO Satellite Communications Earth Terminal in the United States.

ARTICLE 7

The present Agreement shall remain in force so long as SHAPE is conducting any activity authorized in the United States. It may be revised at any time at the request of one of the Parties and by agreement between them.

IN WITNESS WHEREOF the undersigned duly authorized representatives have signed the present Agreement.

[1] [2]

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Washington, D.C., the 10th of July 1970.

FOR THE SUPREME ALLIED COMMANDER EUROPE

Mons, Belgium, the 20th of August 1970.

[1] Richard P Klocko
[2] Lt. Gen. G DiMauro

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