

United States Treaties and Other International Agreements



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MULTILATERAL

Atomic Energy: Application of Safeguards by the IAEA to the United States-Japan Cooperation Agreement

*Agreement signed at Vienna September 23, 1963;
Entered into force November 1, 1963.*

AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY, THE GOVERNMENT OF JAPAN AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA FOR THE APPLICATION OF SAFEGUARDS BY THE AGENCY TO THE BILATERAL AGREEMENT BETWEEN THOSE GOVERNMENTS CONCERNING CIVIL USES OF ATOMIC ENERGY

WHEREAS the Government of the United States of America (hereinafter called the "United States") and the Government of Japan (hereinafter called "Japan") have been co-operating on the civil uses of atomic energy under their Agreement for Cooperation of 16 June 1958, as amended [¹] (hereinafter called the "Agreement for Cooperation"), which requires that equipment, devices and materials made available to Japan by the United States be used solely for peaceful purposes and establishes a system of safeguards to that end; and

WHEREAS the Agreement for Cooperation reflects the mutual recognition by the two Governments of the desirability of arranging for the International Atomic Energy Agency (hereinafter called the "Agency") to administer such safeguards as soon as practicable; and

WHEREAS the Agency is, pursuant to its Statute [²] and the action of its Board of Governors, now in a position to apply safeguards to certain equipment, devices and materials covered by an existing agreement between Member States in accordance with the Agency's safeguards procedures set forth in Agency document INF/CIRC/26, approved by the Board on 31 January 1961 (hereinafter called the "Safeguards Document"); and

WHEREAS the two Governments have reaffirmed their desire that equipment, devices and materials supplied by the United States under the Agreement for Cooperation or produced by the use of such equipment, devices and materials or otherwise subject to that Agreement shall not be used for any military purpose and, accordingly, have

^¹ TIAS 4133, 4172; 9 UST 1383; 10 UST 70.

^² TIAS 3873; 8 UST 1093.

requested the Agency to apply the Agency's safeguards to such equipment, devices and materials as hereinafter set forth insofar as the Agency has appropriate provisions to do so; and

WHEREAS the Board of Governors of the Agency has acted favourably upon that request;

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

ARTICLE I

Use of Equipment, Devices and Materials for Peaceful Purposes

Section 1. Japan hereby undertakes that, during the term of this Agreement, it will not use in such a way as to further any military purpose, any equipment, devices or materials which are subject to the Agreement for Cooperation and for which the Agency has established safeguards procedures. The equipment, devices and materials are to be listed in the inventory provided for in Annex A.

Section 2. The United States hereby undertakes that, during the term of this Agreement, it will not use in such a way as to further any military purpose, any special fissionable material which is produced in or by the use of the equipment, devices or materials referred to in Section 1, which has been received by the United States and which, accordingly, is listed in the inventory provided for in Annex A.

Section 3. The Agency hereby undertakes, in order to ascertain whether the undertakings of each Government are being fulfilled, to apply Agency safeguards during the term of and in accordance with the provisions of this Agreement, to equipment, devices and materials for which the Agency has established safeguards procedures, and during the time they are listed in the inventory provided for in Annex A in accordance with Sections 1 and 2, provided that there need be no application of safeguards to:

- (a) Nuclear materials unless the quantity of PN material of that type in the State, including that listed in the inventory provided for in Annex A, is in excess of:
 - (i) In the case of natural uranium or depleted uranium with a uranium-235 content of 0.5 per cent or greater-10 metric tons;
 - (ii) In the case of depleted uranium with a uranium-235 content of less than 0.5 per cent-20 metric tons;
 - (iii) In the case of thorium-20 metric tons;
 - (iv) In the case of special fissionable material: plutonium, uranium-233 or fully enriched uranium or its equivalent in the case of partially enriched uranium*-200 grams;

*Equivalent amounts can be determined from the equation in the Appendix to the Safeguards Document. The equivalent amounts of plutonium and uranium-233 are the same as for fully enriched uranium.

[Footnote in the original.]

- (b) Reactors specified by Japan and determined by the Agency to have a maximum calculated power for continuous operation of less than three megawatts, provided that the total such power of the reactors thus specified may not exceed 6 thermal megawatts;
- (c) Mines, mining equipment or ore-processing plants.

Such inventory shall be kept current in accordance with the agreements of the parties with respect thereto and the procedures specified hereinafter.

Section 4. Japan and the United States undertake to facilitate the application of such safeguards and to co-operate with the Agency and each other to that end.

Section 5. The United States agrees that the rights provided to it by Article IX of the Agreement for Cooperation will be suspended with respect to any equipment, devices and materials while they are listed in the inventory provided for in Annex A.

ARTICLE II

Application of Agency Safeguards

Section 6. Japan and the United States shall jointly notify the Agency of:

- (a) Any transfer from the United States to Japan of any equipment, devices or materials to be included in the inventory provided for in Annex A; and
- (b) Any transfer from Japan to the United States of any material to be included in the inventory provided for in Annex A.

Such equipment, devices and materials shall be listed in that inventory unless within thirty days of receipt of such notification the Agency notifies the two Governments that it is unable to apply safeguards thereto, for unforeseeable reasons that may emerge.

Section 7. The notification by the two Governments provided for in Section 6 shall normally be sent to the Agency not more than two weeks after the equipment, devices or materials have arrived in the recipient country, except that shipments of natural uranium, depleted uranium or thorium in quantities not exceeding one ton shall not be subject to the two week notification requirement but shall be notified to the Agency at quarterly intervals. Such notification shall include the type, form and quantity of the material or the type and capacity of the equipment and devices involved, the date of shipment and the date of receipt, an identification of the recipient, and any other relevant information.

Section 8. Japan shall notify the Agency, by means of the routine reports required by Annex B, of any special fissionable material it produces, during the period covered by the report, in or by the use of

any of the equipment, devices or materials listed in the inventory provided for in Annex A. Upon receipt by the Agency of the notification, such materials shall be so listed, provided that any material so produced shall be deemed to be subject to the Agency's safeguards provided for by this Agreement from the time it is produced. The Agency may verify the calculations of the amounts of such materials; appropriate adjustment in the inventory provided for in Annex A will be made by agreement of the Parties concerned.

Section 9. Japan and the United States shall jointly notify the Agency of the return to the United States of any equipment, devices or materials listed in the inventory provided for in Annex A other than materials covered by Section 8. When the United States notifies the Agency of its receipt thereof, such equipment, devices and materials will be deleted from such inventory.

Section 10. Japan and the United States shall jointly notify the Agency of any equipment, devices or materials listed in the inventory provided for in Annex A which Japan and the United States have authorized to be transferred beyond the jurisdiction of Japan and the United States. Upon such notification and transfer, the equipment, devices or materials will be deleted from such inventory, provided that:

- (a) Agency safeguards continue to apply to such equipment, devices or materials; or
- (b) Such transfer of equipment, devices or materials takes place under other safeguards, generally consistent with Agency safeguards, acceptable to Japan and the United States.

Section 11. Agency safeguards applied to nuclear material pursuant to this Agreement will be suspended while such material is transferred to any other State or group of States or to an international organization, solely for the purpose of processing, reprocessing or testing, under an agreement between the parties concerned, approved by the Agency, and within the scope of the Agreement for Cooperation, or to a facility within the United States to which safeguards are not applied under an arrangement approved by the Agency, provided that:

- (a) The agreement or the arrangement requires that a party thereto place under Agency safeguards, at a time to be agreed and with due allowance for processing losses, an amount of nuclear material at least equal to such transferred material and not otherwise subject to safeguards; or
- (b) The quantities of such transferred material are not at any time in excess of:
 - (i) In the case of natural uranium or depleted uranium with a uranium-235 content of 0.5 per cent or greater—10 metric tons;

- (ii) In the case of depleted uranium with a uranium-235 content of less than 0.5 per cent—20 metric tons;
- (iii) In the case of thorium-20 metric tons;
- (iv) In the case of special fissionable material: plutonium, uranium-233 or fully enriched uranium or its equivalent in the case of partially enriched uranium*—1000 grams.

Section 12. The application of safeguards suspended pursuant to Section 11 above will remain suspended for as long as the equivalent material placed under Agency safeguards as provided for in Section 11(a) remains subject to Agency safeguards, as well as for quantities which do not exceed the limits as specified in Section 11(b).

Section 13. The procedures for the application of Agency safeguards are specified in Annex B.

Section 14. If the Board determines, in accordance with Article XII.C of the Statute, that there has been any non-compliance with this Agreement, the Board shall call upon the State concerned to remedy forthwith such non-compliance. In the event of failure by such State to take fully corrective action within a reasonable time:

- (a) If the Board determines that the Agency is unable to apply its safeguards to certain equipment, devices or materials, the application of Agency safeguards thereto shall be suspended together with the undertaking of the Agency provided for in Section 3 with respect to such equipment, devices and materials; such suspension shall continue until the Board has determined that the Agency is able to apply its safeguards;
- (b) If the Board determines that any equipment, devices or materials to which Agency safeguards are applied pursuant to this Agreement is being used in violation of the undertaking not to use the safeguarded equipment, devices and materials for any military purpose, the Board shall make the reports required by Article XII.C of the Statute and may take one or both of the following measures: Direct curtailment or suspension of any assistance being provided and call for the supplying State to call for the return of the equipment, devices and materials which have been made available to the recipient State. The Agency may also suspend the non-complying State from exercising its privileges and rights of membership in the Agency in accordance with Article XIX of the Statute.

The Agency shall promptly notify the Parties in the event of any such non-compliance and/or suspension for non-compliance.

*For footnote see *ante*, p. 1266.

ARTICLE III Agency Inspectors

Section 15. Agency inspectors performing functions pursuant to this Agreement shall be governed by paragraphs 1 through 7, and paragraphs 9, 10, 12 and 14 of the Agency's Inspectors Document (GC(V)/INF/39, Annex) and paragraph 41 of the Safeguards Document. It is understood by the Parties that the United States may avail itself of the provisions of Section 11(a) hereof with respect to any material of the type specified in Section 8 hereof upon its transfer to the United States pursuant to Section 6(b) and that any requisite approvals by the Agency will be forthcoming. It is also understood, therefore, that with respect to access of Agency inspectors within the United States, the requirements of paragraph 9 of the Inspectors Document shall be satisfied by affording Agency inspectors access at all times to the locations or equipment or devices at which equivalent materials are located.

Section 16. Japan shall apply the provisions of the Agreement on the Privileges and Immunities of the Agency [¹] to the Agency inspectors performing functions consequent upon this Agreement and to any property of the Agency used by them.

Section 17. The provisions of the International Organizations Immunities Act of the United States [²] shall apply to Agency inspectors performing functions in the United States.

ARTICLE IV

Use of Information by the Agency

Section 18. The Agency shall not publish nor communicate to any State, organization or person not on its staff any information obtained by it under this Agreement, except with the consent of the Government of the State to which the information relates.

ARTICLE V

Finance

Section 19. In connection with the implementation of this Agreement all expenses incurred by, or at the request or direction of, the Agency, its inspectors or other officials will be borne by the Agency and neither Japan nor the United States shall be required to bear any expense for equipment, accommodation, or transport furnished pursuant to provisions of paragraph 6 of the Inspectors Document.

^¹ Approved by the Board of Governors of the Agency, July 1, 1959. 374 UNTS 147.

^² 59 Stat. 669; 22 U.S.C. § 288.

ARTICLE VI

Settlement of Disputes

Section 20. Any dispute arising out of the interpretation or application of this Agreement which is not settled by negotiation or as may otherwise be agreed by the Parties concerned, shall on the request of any Party be submitted to an arbitral tribunal composed as follows:

- (a) If the dispute involves only two of the Parties to this Agreement, all three Parties agreeing that the third is not concerned, the two Parties involved shall each designate one arbitrator, and the two arbitrators designated shall appoint a third, who shall be the Chairman. If within thirty days of the request for arbitration either Party has not designated an arbitrator, either Party to the dispute may request the President of the International Court of Justice to appoint an arbitrator. The same procedure shall apply if, within thirty days of the designation or appointment of two arbitrators, the third arbitrator has not been appointed;
- (b) If the dispute involves all three Parties to this Agreement, each Party shall designate one arbitrator, and the three arbitrators so designated shall by unanimous decision appoint a fourth arbitrator who shall be the Chairman, and a fifth arbitrator. If within thirty days of the request for arbitration any Party has not designated an arbitrator, any Party may request the President of the International Court of Justice to appoint the necessary number of arbitrators. The same procedure shall apply if, within thirty days of the designation or appointment of all three arbitrators, the Chairman or the fifth arbitrator has not been appointed.

A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall be made by majority vote. The procedure of the arbitration shall be fixed by the tribunal. Upon application of any Party, and if necessary to insure that this Agreement continues to function effectively, the arbitral tribunal shall be empowered to make interim decisions and to issue interim orders pending a final decision on any dispute, except with respect to matters covered by Section 21. The final decision and interim orders and decisions of the tribunal, including all rulings concerning procedures, jurisdiction and the division of the expenses of arbitration between the Parties, shall be binding on all Parties and shall be implemented by them in accordance with their respective constitutional procedures. The remuneration of the arbitrators shall be determined on the same basis as that of *ad hoc* judges of the International Court of Justice under Article 32, paragraph 4, of the Statute of the Court.^[1]

^[1] TS 993; 59 Stat. 1059.

Section 21. Decisions of the Board concerning the inability of the Agency to apply safeguards or concerning any non-compliance with this Agreement, taken pursuant to Sections 6 or 14, shall, if they so provide, immediately be given effect by the Parties, pending the conclusion of any consultation, negotiation or arbitration that may be or may have been invoked with regard to the dispute.

ARTICLE VII

Agency Safeguards System and Definitions

Section 22. Should the Agency make any changes in its safeguards system, as set forth in the Safeguards Document (INFCIRC/26, approved by the Board on 31 January 1961) the Parties may, if they agree, apply such changes. The Parties may similarly agree with respect to any changes in the Agency's Inspectors Document (GC(V)/INF/39, Annex, placed in effect by the Board on 29 June 1961), referred to in Section 15 above.

Section 23. Except as otherwise provided in this Agreement, the definitions of the terms "Agency", "Statute", "Board", "Director General", "nuclear material", "depleted uranium", "application of safeguards", and "PN material" in the Safeguards Document apply to the use of those terms in this Agreement. The term "special fissionable material" as used in this Agreement is defined as in Article XX of the Statute. The term "Agency safeguards" as used in this Agreement means the measures prescribed in this Agreement, including those incorporated by reference, to prevent diversion of the equipment, devices and materials listed in the inventory provided for in Annex A. "Party" shall mean any party to this Agreement.

ARTICLE VIII

Amendment, Entry into Force and Duration

Section 24. Upon the request of any Party there shall be consultations among them concerning the amendment of this Agreement, and any amendments agreed upon shall enter into force upon signature by or for the Director General and the duly authorized representatives of Japan and of the United States.

Section 25. This Agreement shall enter into force, after signature by or for the Director General and by the duly authorized representatives of Japan and of the United States, on 1 November 1963.

Section 26. This Agreement shall remain in force for a period of four years unless sooner terminated by any Party upon six months' notice to the other Parties or as may otherwise be agreed.

DONE in Vienna, this 23rd day of September 1963, in triplicate in the English language.

For the INTERNATIONAL ATOMIC ENERGY AGENCY
SIGVARD EKLUND

For the GOVERNMENT OF JAPAN
FUJIO UCHIDA

For the GOVERNMENT OF THE UNITED STATES OF AMERICA
HENRY DEWOLF SMYTH

[SEAL]

ANNEX A

EQUIPMENT, DEVICES AND MATERIALS SUBJECT TO AGENCY SAFEGUARDS

An inventory of the equipment, devices and materials which are subject to this Agreement shall be maintained on a current basis by the Agency. This inventory will be considered an integral part of this Agreement, and the Agency will communicate it to Japan and the United States every three months and also within two weeks of the receipt of a special request therefor from one of the Governments.

1. This inventory will consist of at least the following categories:
 - (a) Equipment and devices transferred to Japan;
 - (b) Materials transferred to Japan;
 - (c) Fissionable materials produced in Japan, as provided in Section 8 of this Agreement; and
 - (d) Produced fissionable materials transferred to the United States.
2. In addition to the specific equipment, devices and materials listed in the inventory as provided for in paragraph 1 of this Annex, the following will also be considered as a part of the inventory on the basis of the routine reports submitted in accordance with Annex B:
 - (a) Except as provided in Section 8 of this Agreement, any nuclear material utilized in, recovered from or produced as a result of the use of any listed materials, equipment or devices; and
 - (b) Any equipment or device while it is using, fabricating or processing any of the listed materials.

A N N E X B**PROCEDURES FOR THE APPLICATION OF AGENCY SAFEGUARDS**

Agency safeguards will be applied to the equipment, devices and materials listed in the inventory provided for in Annex A pursuant to this Agreement as follows:

1. Pursuant to Article XII.A.1 of the Statute, the Agency shall be entitled to review the design of equipment and devices which the two Governments propose to place under Agency safeguards in accordance with this Agreement with a view to satisfying itself that it could effectively apply safeguards and that such equipment and devices will not further any military purpose. Japan will advise the Agency of any proposed substantial changes in the design of equipment and devices listed in the inventory provided for in Annex A so that the Agency may likewise satisfy itself that such change will not preclude the Agency from effectively applying safeguards thereto and that the equipment or device involved will not further any military purpose.

2. Japan and the United States shall each keep records concerning the equipment, devices and materials under their respective jurisdictions in accordance with paragraphs 45 and 46 of the Safeguards Document and with the system established in accordance with paragraph 44 of the Safeguards Document.

3. Japan and the United States shall each submit routine and special reports concerning the equipment, devices and materials under their respective jurisdictions in accordance with paragraphs 48 through 51, 52(a) insofar as it is not inconsistent with Sections 7, 9 and 11 of this Agreement, 52(b), 53 and 62 of the Safeguards Document and with the system established in accordance with paragraph 47 of the Safeguards Document. The first routine reports shall be submitted at the time this Agreement enters into force.

4. Routine inspections, in accordance with paragraphs 54 through 57 and paragraphs 63 through 65 of the Safeguards Document, may be made of the equipment, devices and materials from the time this Agreement enters into force with a maximum frequency as determined by the Agency consistent with the Safeguards Document.

5. Special inspections may be made as necessary in accordance with paragraphs 58 and 59 of the Safeguards Document.

TUNISIA

Agricultural Commodities

Agreement amending the agreement of September 14, 1962.

Effectuated by exchange of notes

Signed at Tunis September 13, 1963;

Entered into force September 13, 1963.

*The American Ambassador to the Tunisian Secretary of State for
Plan and Finance*

EMBASSY OF THE
UNITED STATES OF AMERICA
Tunis, September 13, 1963

No. 389

EXCELLENCE:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed September 14, 1962 [1] and propose that paragraph 1 of Part I of the Agreement be amended by increasing the amount of edible vegetable oil to \$5.8 million, by increasing the estimated ocean transportation to \$1.7 million, and increasing the total value to \$13.7 million.

It is understood that the additional 4,000 MT of edible vegetable oil will be purchased and shipped no later than October 31, 1968.

It is proposed that this note and your reply concurring therein constitute an agreement between our two Governments to enter into force on the date of your reply.

Accept, Excellency, the assurances of my highest consideration.

FRANCIS H. RUSSELL

His Excellency

AHMED BEN SALAH,

*Secretary of State for Plan and Finance,
Tunis.*

¹ TIAS 5190; 13 UST 2238; see also TIAS 5498; *post*, p. 1878.

*The Tunisian Secretary of State for Plan and Finance to the
American Ambassador*

H.CH/HBA
RÉPUBLIQUE TUNISIENNE

SECRÉTARIAT D'ÉTAT
AU PLAN
ET AUX FINANCES

Division des Finances
N° 2418/P.F/C.I.

TUNIS, le 13 Sep. 1963

Section IV – Coopération
Internationale

EXCELLENCE,

J'ai l'honneur d'accuser réception de votre lettre n° 389 en date du 13 Septembre 1963 qui se réfère à l'accord sur les produits agricoles entre nos deux Gouvernements signé le 14 Septembre 1962 dont les termes sont les suivants :

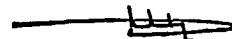
"J'ai l'honneur de me référer à l'Accord sur les Produits Agricoles entre nos deux Gouvernements signé le 14 Septembre 1962, et propose que le paragraphe Ier de la première partie de l'Accord soit amendé en vue de porter le montant d'huile végétale comestible à 5.8 millions de dollars, les frais de transport maritime estimé à 1.7. millions de dollars et le montant total envisagé dans l'accord à 13.7. millions de dollars.

Il est entendu entre les deux Gouvernements que les 4,000 tonnes métriques supplémentaires d'huile végétale comestible seront achetées et embarquées au plus tard le 31 octobre 1963.

Le Gouvernement des Etats-Unis propose que cette note et votre réponse marquant votre acceptation constituent un accord entre les deux Gouvernements, qui entrera en vigueur à la date de votre réponse".

J'ai l'honneur de vous faire connaître que votre proposition rencontre mon agrément.

Veuillez agréer, Excellence, les assurances de ma considération distinguée.



Signé: AHMED BEN SALAH

Son Excellence FRANCIS RUSSELL
Ambassadeur des Etats-Unis d'Amérique
à - Tunis-

Translation

H.CH/HBA
REPUBLIC OF TUNISIA
DEPARTMENT OF STATE
FOR THE PLAN AND FINANCE

Finance Division
No. 2418/P.F./C.I.

TUNIS, *September 13, 1963*

Section IV – International
Cooperation

EXCELLENCY:

I have the honor to acknowledge receipt of your note No. 389 dated September 13, 1963, which refers to the Agricultural Commodities Agreement between our two Governments signed on September 14, 1962 and reads as follows:

[For the English language text of the note, see *ante*, p. 1275.]

I have the honor to inform you that your proposal is acceptable to me.

Accept, Excellency, the assurance of my distinguished consideration.

AHMED BEN SALAH

Ahmed Ben Salah

His Excellency
FRANCIS RUSSELL,

*Ambassador of the
United States of America
at Tunis.*

MULTILATERAL

Experimental Communications Satellites: Intercontinental Testing

*Agreement effected by exchanges of notes signed at—
Stockholm July 5 and 25, 1963;
Oslo July 8 and September 11, 1963; and
Copenhagen July 2 and September 14, 1963;
Entered into force September 14, 1963.*

*The American Chargé d'Affaires ad interim to the Swedish Minister
for Foreign Affairs*

EMBASSY OF THE
UNITED STATES OF AMERICA
Stockholm, July 5, 1963.

No. 6

EXCELLENCY:

I have the honor to propose a program of joint participation between the United States National Aeronautics and Space Administration and the Scandinavian Committee for Satellite Telecommunications in intercontinental testing in connection with the experimental communications satellites to be launched by the United States. I have the honor to propose further that the details and procedures with respect to such joint participation be in accordance with arrangements between these agencies.

Similar notes are being presented to the Governments of Denmark and Norway concerning this program. I propose that if the foregoing is acceptable to your Government and to the Governments of Denmark and Norway this note, together with the aforementioned similar notes, Your Excellency's reply and the replies of the Governments of Denmark and Norway shall constitute an agreement between the four concerned Governments to enter into force on the date of the last of the three replies from the respective Governments members of the Scandinavian Committee for Satellite Telecommunications.

Your government will be notified of the date of entry into force of the agreement.

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

ALFRED LESESNE JENKINS
Charge d'Affaires ad interim

His Excellency

TORSTEN NILSSON,
Minister for Foreign Affairs,
Stockholm.

*The Swedish Minister for Foreign Affairs to the American Chargé
d'Affaires ad interim*

ROYAL MINISTRY
FOR
FOREIGN AFFAIRS

STOCKHOLM, July 25, 1963.

SIR,

I have the honour to acknowledge receipt of your note dated July 5, 1963, reading as follows:

"I have the honor to propose a program of joint participation between the United States National Aeronautics and Space Administration and the Scandinavian Committee for Satellite Telecommunications in intercontinental testing in connection with the experimental communications satellites to be launched by the United States. I have the honor to propose further that the details and procedures with respect to such joint participation be in accordance with arrangements between these agencies.

Similar notes are being presented to the Governments of Denmark and Norway concerning this program. I propose that if the foregoing is acceptable to your Government and to the Governments of Denmark and Norway this note, together with the aforementioned similar notes, Your Excellency's reply and the replies of the Governments of Denmark and Norway shall constitute an agreement between the four concerned Governments to enter into force on the date of the last of the three replies from the respective Governments members of the Scandinavian Committee for Satellite Telecommunications.

Your Government will be notified of the date of entry into force of the agreement."

In reply, I have the honour to state that the Government of Sweden agrees with the contents of your note and will consider this note, together with similar notes exchanged between the Government of the United States of America and the Governments of Denmark and Norway as constituting an agreement between the four concerned

Governments to enter into force on the date of the last of the three replies from the respective Scandinavian Governments.

I avail myself of this opportunity, Sir, to renew to you the assurance of my high consideration.

TORSTEN NILSSON

Torsten Nilsson

Minister for Foreign Affairs

Mr. ALFRED LESESNE JENKINS,
*Chargé d'Affaires a.i. of the
United States of America.*

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

OSLO, July 8, 1963.

EXCELLENCY:

I have the honor to propose a program of joint participation between the United States National Aeronautics and Space Administration and the Scandinavian Committee for Satellite Telecommunications in intercontinental testing in connection with the experimental communications satellites to be launched by the United States. I have the honor to propose further that the details and procedures with respect to such joint participation be in accordance with arrangements between these agencies.

Similar notes are being presented to the Governments of Denmark and Sweden concerning this program. I propose that if the foregoing is acceptable to your Government and to the Governments of Denmark and Sweden this note, together with the aforementioned similar notes, Your Excellency's reply and the replies of the Governments of Denmark and Sweden shall constitute an agreement between the four concerned Governments to enter into force on the date of the last of the three replies from the respective Governments members of the Scandinavian Committee for Satellite Telecommunications.

Your Government will be notified of the date of entry into force of the agreement.

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

ANDREAS G. RONHOVDE
Charge d'Affaires ad interim

His Excellency
HALVARD LANGE,
*Minister of Foreign Affairs,
Oslo.*

The Norwegian Minister of Foreign Affairs to the American Ambassador

MINISTÈRE ROYAL
DES
AFFAIRES ETRANGÈRES

Oslo, September 11, 1963.

EXCELLENCY,

I have the honour to acknowledge receipt of your note dated July 8, 1963 reading as follows:

"I have the honor to propose a program of joint participation between the United States National Aeronautics and Space Administration and the Scandinavian Committee for Satellite Telecommunications in intercontinental testing in connection with the experimental communications satellites to be launched by the United States. I have the honor to propose further that the details and procedures with respect to such joint participation be in accordance with arrangements between these agencies.

Similar notes are being presented to the Governments of Denmark and Sweden concerning this program. I propose that if the foregoing is acceptable to your Government and to the Governments of Denmark and Sweden this note, together with the aforementioned similar notes, Your excellency's reply and the replies of the Governments of Denmark and Sweden shall constitute an agreement between the four concerned Governments to enter into force on the date of the last of the three replies from the respective Governments members of the Scandinavian Committee for Satellite Telecommunications.

Your Government will be notified of the date of entry into force of the agreement."

In reply, I have the honour to state that the Government of Norway agrees with the contents of your note and will consider this note, together with similar notes exchanged between the Government of the United States of America and the Governments of Denmark and Sweden as constituting an agreement between the four concerned Governments, to enter into force on the date of the last of the three replies from the respective Scandinavian Governments.

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

ERLING VIKBORG

His Excellency,
CLIFTON R. WHARTON,
*Ambassador of the United States of America,
Oslo.*

The American Ambassador to the Danish Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Copenhagen, July 2, 1963.

No. 6

EXCELLENCY:

I have the honor to propose a program of joint participation between the United States National Aeronautics and Space Administration and the Scandinavian Committee for Satellite Telecommunications in intercontinental testing in connection with the experimental communications satellites to be launched by the United States. I have the honor to propose further that the details and procedures with respect to such joint participation be in accordance with arrangements between these agencies.

Similar notes are being presented to the Governments of Norway and Sweden concerning this program. I propose that if the foregoing is acceptable to your Government and to the Governments of Norway and Sweden this note, together with the aforementioned similar notes, Your Excellency's reply and the replies of the Governments of Norway and Sweden shall constitute an agreement between the four concerned Governments to enter into force on the date of the last of the three replies from the respective Governments members of the Scandinavian Committee for Satellite Telecommunications.

Your Government will be notified of the date of entry into force of the agreement.

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

WILLIAM McC. BLAIR, Jr.

His Excellency

PER HÆKKERUP,

*Minister of Foreign Affairs,
Copenhagen.*

The Danish Minister of Foreign Affairs to the American Ambassador

MINISTRY OF FOREIGN AFFAIRS

Ø.P.III. no. 92.D.47.

COPENHAGEN, September 14, 1963.

EXCELLENCY,

I have the honour to refer to your note of July 2, 1963, (no. 6), reading as follows:

"I have the honor to propose a program of joint participation between the United States National Aeronautics and Space Administration and the Scandinavian Committee for Satellite Telecommunications in intercontinental testing in connection with the experi-

mental communications satellites to be launched by the United States. I have the honor to propose further that the details and procedures with respect to such joint participation be in accordance with arrangements between these agencies.

Similar notes are being presented to the Governments of Norway and Sweden concerning this program. I propose that if the foregoing is acceptable to your Government and to the Governments of Norway and Sweden this note, together with the aforementioned similar notes, Your Excellency's reply and the replies of the Governments of Norway and Sweden shall constitute an agreement between the four concerned Governments to enter into force on the date of the last of the three replies from the respective Governments members of the Scandinavian Committee for Satellite Telecommunications.

Your Government will be notified of the date of entry into force of the agreement."

In reply thereto, I have the honour to inform you that the Danish Government is in agreement with the foregoing proposal and that your note and this reply together with similar notes exchanged between the Government of the United States and the Governments of Norway and Sweden shall be regarded as constituting an agreement between the four Governments concerned, to enter into force on the date of the last of the three replies from the respective Scandinavian Governments.

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

PER HAEKKERUP.

His Excellency,

Mr. WILLIAM McCORMICK BLAIR, Jr.,

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

BELGIUM

Friendship, Establishment and Navigation

*Treaty and protocol signed at Brussels February 21, 1961;
Ratification advised by the Senate of the United States of America
September 11, 1961;
Ratified by the President of the United States of America
September 26, 1961;
Ratified by Belgium July 30, 1963;
Ratifications exchanged at Washington September 3, 1963;
Proclaimed by the President of the United States of America
September 26, 1963;
Entered into force October 3, 1963.*

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a treaty of friendship, establishment and navigation between the United States of America and the Kingdom of Belgium, together with a related protocol, was signed at Brussels on February 21, 1961, the originals of which treaty and protocol, in the English and French languages, are word for word as follows:

TREATY

**of Friendship, Establishment and Navigation
between the United States of America
and The Kingdom of Belgium**

TRAITÉ

**d'Amitié, d'Établissement et de Navigation
entre les Etats-Unis d'Amérique
et le Royaume de Belgique**

TREATY

of Friendship, Establishment
and Navigation
between the United States of America
and The Kingdom of Belgium

The President of the United States
of America, and

His Majesty the King of the
Belgians,

Desirous of strengthening the bonds
of peace and friendship traditionally
existing between their two countries
and of encouraging closer economic
and cultural relations between the two
peoples,

Being cognizant of the contributions
which may be made toward these ends
by arrangements specifying mutually
accorded rights and privileges and
promoting mutually advantageous com-
mercial intercourse and investments,

Have resolved to conclude a Treaty
of Friendship, Establishment and Navi-
gation, and for that purpose have ap-
pointed as their Plenipotentiaries,

The President of the United States
of America:

His Excellency Mr. William A. M.
Burden, Ambassador Extraordinary
and Plenipotentiary of the United
States of America in Brussels;

His Majesty the King of the Belgians:

His Excellency Mr. Pierre Wigny,
Minister for Foreign Affairs;

Who, having communicated to each
other their full powers found to be in
good and due form, have agreed as
follows:

Article 1

Each Contracting Party shall at all
times accord equitable treatment and
effective protection to the persons,
property, enterprises, rights and in-

TRAITÉ

d'Amitié, d'Etablissement
et de Navigation
entre les Etats-Unis d'Amérique
et le Royaume de Belgique

Le Président des Etats-Unis d'Améri-
que, et

Sa Majesté le Roi des Belges,

Désireux de renforcer les liens tradi-
tionnels de paix et d'amitié existant
entre leurs deux pays et de favoriser
l'établissement de relations économi-
ques et culturelles plus étroites entre
les deux peuples,

Conscients des contributions que peu-
vent apporter à ces fins des accords
spécifiant les droits et priviléges que
les Parties se reconnaissent mutuelle-
ment et favorisant les échanges com-
merciaux et les investissements récipro-
ques avantageux pour les deux Parties,

Ont décidé de conclure un Traité
d'Amitié, d'Etablissement et de Naviga-
tion et ont, à cet effet, désigné comme
Leurs Plénipotentiaires,

Le Président des Etats-Unis d'Amé-
rique;

Son Excellence Monsieur William A.
M. Burden, Ambassadeur Extraor-
dinnaire et Plénipotentiaire des Etats-
Unis d'Amérique à Bruxelles;

Sa Majesté le Roi des Belges;

Son Excellence Monsieur Pierre
Wigny, Ministre des Affaires étrangères;

Lesquels, après avoir échangé leurs
pleins pouvoirs trouvés en bonne et
due forme, sont convenus des dis-
positions suivantes:

Article 1^e

Chacune des Parties Contractantes
accordera, en toutes circonstances, un
traitement équitable et une protection
efficace à la personne, aux propriétés,

terests of nationals and companies of the other Party.

Article 2

1) Nationals of either Contracting Party shall, subject to the laws relating to the entry, sojourn and establishment of aliens, be permitted to enter the territories of the other Party, to travel therein freely, to reside and establish themselves at places of their choice. Nationals of either Party shall in particular be permitted to enter the territories of the other Party and reside therein:

- a) for the purpose of carrying on trade between the two countries and engaging in related commercial activities; or
- b) for the purpose of developing and directing the operations of an enterprise in which they have invested, or are actively in the process of investing, a substantial amount of capital.

2) Nationals of either Party and nationals of third countries en route to or from the territories of such Party shall, subject to the reservation in paragraph 1 of the present Article, be accorded freedom of transit for themselves and their baggage through the territories of the other Party by the routes most convenient for international transit. In particular, they shall be free from requirements that entail unnecessary delays and impediments. They shall be subject, however, to regulations with respect to their baggage that are applicable to aliens generally

aux entreprises, aux droits et intérêts des nationaux et sociétés de l'autre Partie.

Article 2

1) Sous réserve des dispositions de la législation relative à l'entrée, au séjour et à l'établissement des étrangers, les nationaux de chacune des Parties Contractantes seront autorisés à entrer sur les territoires de l'autre Partie, à s'y déplacer librement à y résider à des endroits de leur choix et à s'y établir. Les nationaux de chacune des Parties seront notamment autorisés à se rendre sur les territoires de l'autre Partie et à y résider:

- a) aux fins d'y traiter les opérations commerciales entre les deux pays et toutes questions relatives à ces opérations; ou,
- b) aux fins de développer et de diriger une entreprise dans laquelle ils ont investi ou sont en train d'investir un montant substantiel de capital.

2) Sous la réserve faite au paragraphe 1 du présent article, les nationaux de l'une des Parties ainsi que les nationaux d'un pays tiers se rendant sur les territoires de ladite Partie ou en venant bénéficiant de la liberté de transit—pour eux-mêmes et pour leurs bagages—à travers les territoires de l'autre Partie par les itinéraires qui leur conviennent le mieux pour le transit international. En particulier, ils ne seront pas soumis à des obligations impliquant pour eux des délais ou des difficultés inutiles. Toutefois, ils resteront soumis en ce qui concerne leurs bagages, aux

in order to prevent abuse of the transit privilege.

dispositions réglementaires applicables à tous les étrangers dans le but de prévenir tout abus de la liberté de transit.

- 3) Nationals of either Party, within the territories of the other Party, shall enjoy freedom of conscience; and they shall be at liberty to hold religious services, both public and private, at suitable places of their choice.
 - 4) Nationals of either Party shall be permitted, within the territories of the other Party, to gather information material for dissemination to the public abroad, and shall enjoy freedom of transmission of such material to be used for publication by the press, radio, television, motion pictures and other means; and they shall be permitted to communicate freely with other persons inside and outside such territories by mail, telegraph and other means open to general public use.
 - 5) The provisions of the present Article shall be subject to the right of either Party to apply measures that are necessary to maintain public order and protect the public health, morals and safety.
- 3) Les nationaux de chacune des Parties jouiront sur les territoires de l'autre Partie de la liberté de conscience et ils seront autorisés à célébrer des services religieux publics et privés, aux endroits appropriés de leur choix.
 - 4) Les nationaux de chacune des Parties seront autorisés, sur les territoires de l'autre Partie, à recueillir des informations destinées à être rendues publiques à l'étranger, et bénéficieront de la liberté de transmettre ces informations en vue de leur diffusion par la presse, la radio, la télévision, le cinéma et autres moyens; ils seront autorisés à communiquer librement avec d'autres personnes, soit à l'intérieur, soit à l'extérieur des territoires des Parties, par la poste, le télégraphe et autres moyens accessibles au public en général.
 - 5) Les dispositions du présent article sont subordonnées au droit de chacune des Parties de prendre les mesures nécessaires pour assurer le maintien de l'ordre public et la protection de la santé, de la moralité et de la sécurité publiques.

Article 3

- 1) Nationals of either Contracting Party within the territories of the other Party shall be accorded full legal and judicial protection for their persons, rights and interests. Such nationals shall be free from molestation and shall receive constant protection in no case less than that required by international law.

- 1) Les nationaux de chacune des Parties Contractantes jouiront, sur les territoires de l'autre Partie, de la pleine protection légale et judiciaire de leur personne et de leurs droits et intérêts. Ils ne pourront être l'objet de vexations illégales et jouiront d'une protection constante qui en aucun cas ne pourra déroger aux règles du Droit des Gens.

- 2) To this end they shall in particular have right of access, on the same basis and on the same conditions as nationals of such other Party, to the courts of justice and administrative tribunals and agencies in all degrees of jurisdiction and shall have right to the services of competent persons of their choice.
- 3) The provisions of paragraphs 1 and 2 of the present Article shall extend and apply in the same manner to companies. It is understood, moreover, that the right of such access shall be enjoyed without any requirement of registration or domestication:
- a) in the case of Belgian companies not engaged in activities in the territories of the United States of America; and
 - b) in the case of United States companies not established in the territories of the Kingdom of Belgium.
- 4) If a national of either Party is taken into custody within the territories of the other Party, the nearest consular representative of his country shall on the demand of such national be immediately notified and shall have the right to visit and communicate with such national without arbitrary delay. Such national shall:
- a) receive reasonable and human treatment in no case less than that required by international law;
 - b) be formally and immediately informed of the charges against him; and
 - c) be brought to trial as rapidly as is consistent with the proper preparation of his defense, for
- 2) A ces fins ils auront notamment, au même titre et dans les mêmes conditions que les nationaux de cette Partie, le droit de recourir à toutes les instances judiciaires et administratives compétentes à tous les degrés de juridiction et de se faire assister par toute personne qualifiée de leur choix.
- 3) Les dispositions des paragraphes 1) et 2) du présent article s'étendront et s'appliqueront de la même manière aux sociétés. Il est entendu, en outre, que ce droit de recours ne sera subordonné à aucune condition de domiciliation:
- a) dans le cas de sociétés belges non engagées dans les activités sur les territoires des Etats-Unis; et
 - b) dans le cas de sociétés des Etats-Unis non établies sur les territoires du Royaume de Belgique.
- 4) Si un national de l'une des Parties est emprisonné sur les territoires de l'autre Partie, le plus proche représentant consulaire de son pays en sera averti sans retard, à la demande de ce national, et aura le droit de lui rendre visite et de communiquer avec lui, sans délai arbitraire.
- Ledit national:
- a) bénéficiera d'un traitement raisonnable et humain qui en aucun cas ne pourra déroger aux règles du Droit des Gens;
 - b) sera informé officiellement et immédiatement des charges qui pèsent sur lui; et
 - c) sera jugé aussi rapidement que le permettra la constitution normale de sa défense pour

which he shall enjoy all reasonable means, including the services of competent counsel.

- 5) The dwellings, offices, warehouses, factories and other premises of nationals and companies of either Party located within the territories of the other Party shall not be subject to searches or measures other than those permitted by law and in execution of law. Official searches and examinations of such premises and their contents, when necessary, shall be made according to law and with careful regard for the convenience of the occupants and the conduct of business.
- 6) Contracts entered into between nationals and companies of either Party and nationals and companies of the other Party, that provide for the settlement by arbitration of controversies, shall not be deemed unenforceable within the territories of such other Party merely on the grounds that the place designated for the arbitration proceedings is outside such territories or that the nationality of one or more of the arbitrators is not that of such other Party. No award duly rendered pursuant to any such contract, and final and enforceable under the laws of the place where rendered, shall be deemed invalid and denied effective means of enforcement by the authorities of either Party merely on the grounds that the place where such award was rendered is outside the territories of such Party or that the nationality of one or more of the arbitrators is not that of such Party.
- 5) Les habitations, bureaux, magasins, ateliers et autres locaux occupés par des nationaux et des sociétés de l'une des Parties et situés sur les territoires de l'autre Partie, ne pourront faire l'objet de visites ou mesures autres que celles prévues par la loi et en exécution de la loi. Les perquisitions et inspections officielles opérées en cas de nécessité dans ces locaux et leur contenu seront menées en conformité avec les dispositions légales et en ménageant la tranquillité des habitants et la conduite des affaires.
- 6) Les contrats passés entre des nationaux ou des sociétés de l'une des Parties et des nationaux ou sociétés de l'autre Partie, qui prévoient que les contestations seront soumises à l'arbitrage, ne seront pas considérés comme étant inexécutoires sur les territoires de ladite autre Partie pour le seul motif que le lieu indiqué pour procéder à l'arbitrage se trouve hors des dits territoires ou que la nationalité d'un ou plusieurs arbitres n'est pas celle de ladite autre Partie. Aucune décision arbitrale dûment prononcée en vertu d'un contrat de ce genre et qui est devenue définitive et exécutoire en vertu des lois en vigueur au lieu où elle a été prononcée, ne sera considérée comme nulle par les autorités de l'une des Parties et ces autorités ne refuseront pas les mesures effectives d'exécution pour le seul motif que le lieu où ledit arbitrage a été rendu se trouve en dehors des territoires nationaux ou que la nationalité d'un ou plusieurs

arbitres n'est pas celle de la Partie appelée à prendre les mesures d'exécution.

Article 4

- 1) Property that nationals and companies of either Contracting Party own within the territories of the other Party shall enjoy constant security therein through full legal and judicial protection.
- 2) Neither Party shall take unreasonable or discriminatory measures that would impair the acquired rights and interests within its territories of nationals and companies of the other Party in the enterprises which they have established, in their capital, or in the skills, arts or technology which they have supplied.
- 3) Nationals and companies of either Party shall not be expropriated of their property within the territories of the other Party except for public benefit and with the prompt payment of just compensation. Such compensation shall be in an effectively realizable form and shall represent the full equivalent of the property taken. Furthermore, adequate provision shall have been made not later than the time of taking for the determination and payment thereof.
- 4) Nationals and companies of either Party shall in no case be accorded, within the territories of the other Party, less than national treatment with respect to the matters set forth in paragraph 3 of the present Article and in paragraph 5 of Article 3. Moreover, entreprises in which nationals and companies of either Party have a substantial

Article 4

- 1) Les biens que les nationaux et les sociétés de l'une des Parties Contractantes possèdent sur les territoires de l'autre Partie y jouiront d'une sécurité constante en bénéficiant d'une pleine protection légale et judiciaire.
- 2) Aucune des Parties ne prendra des mesures injustifiées ou discriminatoires qui pourraient porter préjudice aux droits ou intérêts acquis sur ses territoires par des nationaux ou sociétés de l'autre Partie dans des entreprises qu'ils ont établies, à leurs capitaux, ou aux procédés, arts ou techniques qu'ils ont fournis.
- 3) Les nationaux et les sociétés de l'une ou l'autre des Parties ne pourront être expropriés de leurs biens situés dans les territoires de l'autre Partie que dans un but d'utilité publique et ce moyennant le prompt paiement d'une juste indemnité. Cette compensation devra être effectivement réalisable et représentera la pleine valeur des biens expropriés. En outre, des mesures appropriées devront être prises au plus tard au moment de l'expropriation, pour déterminer l'indemnité et son règlement.
- 4) Les nationaux et les sociétés de l'une ou l'autre des Parties ne se verront appliquer en aucun cas, dans les territoires de l'autre Partie, un régime moins favorable que le traitement national pour ce qui concerne les matières traitées au par. 3) du présent Article et au par. 5) de l'Article III. De plus, les entreprises dans lesquelles les

interest shall be accorded, within the territories of the other Party, not less than national treatment in all matters relating to the taking of privately owned enterprises into public ownership and to the placing of such enterprises under public control.

Article 5

- 1) Nationals and companies of either Contracting Party shall be accorded, within the territories of the other Party, national treatment with respect to obtaining and maintaining patents of invention, and with respect to rights in trade marks, trade names, trade labels and industrial property of all kinds.
- 2) The Parties deem that it is highly desirable to further, through co-operative and other appropriate means, the interchange and use of scientific and technical knowledge, particularly in the interest of increasing productivity and improving standards of living within their respective territories.

Article 6

- 1) Nationals of either Contracting Party shall be permitted, within the territories of the other Party, to organize companies for gain upon the same conditions as nationals of such other Party. Nationals and companies of either Party shall be permitted to maintain subsidiaries, branches, agencies and offices within the territories of the other Party upon conditions no less favorable than those accorded nationals of such other Party.

nationaux et les sociétés de chacune des Parties ont un intérêt substantiel bénéficiant, dans les territoires de l'autre Partie, d'un régime non moins favorable que le traitement national pour tout ce qui concerne la conversion d'entreprises privées en entreprises publiques, ainsi que la mise sous contrôle public de telles entreprises privées.

Article 5

- 1) Les nationaux et sociétés de chacune des Parties Contractantes bénéficiant, sur les territoires de l'autre Partie, du traitement national en ce qui concerne l'obtention et la conservation de brevets d'invention et en ce qui concerne les droits en matière de marques de fabrique, de dénominations commerciales, d'étiquettes commerciales et de propriétés industrielles de toutes espèces.
- 2) Les Parties considèrent qu'il est hautement souhaitable d'accroître par voie de coopération et autres moyens appropriés, l'échange et l'utilisation de connaissances scientifiques et techniques, spécialement en vue d'augmenter la productivité et d'améliorer le niveau de vie dans leurs territoires respectifs.

Article 6

- 1) Les nationaux de chacune des Parties Contractantes peuvent, sur les territoires de l'autre Partie, constituer des sociétés civiles et commerciales à but lucratif, aux mêmes conditions que les nationaux. Les nationaux ou les sociétés de l'une des Parties peuvent, dans des conditions non moins favorables que celles imposées aux nationaux, avoir sur les territoires de l'autre Partie des filiales, succursales, agences et bureaux.

- 2) Nationals and companies of either Party shall be accorded national treatment with respect to engaging in all types of commercial, industrial, financial and other activities for gain within the territories of the other Party. The provisions of the preceding sentence shall apply in the case of nationals to activities in an independent or dependent capacity.
- 3) Companies constituted under the applicable laws and regulations within the territories of either Party shall be deemed companies thereof and shall have their juridical status recognized within the territories of the other Party, provided that nothing in their charter or corporate purposes is contrary to the public policy of such other Party.
- 4) In the case of enterprises situated within the territories of either Party and controlled by nationals and companies of the other Party, such enterprises, whether in the form of individual proprietorships, companies or otherwise, shall in all that relates to the conduct of the activities thereof be accorded treatment no less favorable than that accorded like enterprises controlled by nationals or companies of the country.
- 5) Each Party reserves the right to determine the extent to which aliens may establish, acquire interests in, or carry on enterprises engaged within its territories in communications, air or water transport, banking involving fiduciary or depository functions, or the exploitation of land or other natural resources. However, new limitations imposed by either Party
- 2) Les nationaux et les sociétés de chacune des Parties bénéficieront, sur le territoire de l'autre Partie, du traitement national en ce qui concerne l'exercice d'activités commerciales, industrielles ou financières et de toute autre activité lucrative. En ce qui concerne les nationaux, cette disposition s'applique tant à l'exercice d'activités indépendantes qu'à l'exercice d'activités salariées.
- 3) Les sociétés constituées conformément aux lois et règlements en vigueur dans les territoires de l'une des Parties seront considérées comme sociétés de cette Partie et leur statut juridique sera reconnu dans les territoires de l'autre Partie sous réserve que rien dans leur constitution ou leur objet ne soit contraire à l'ordre public de ladite autre Partie.
- 4) Dans le cas d'entreprises situées sur les territoires de l'une des Parties et contrôlées par des nationaux ou des sociétés de l'autre Partie, ces entreprises bénéficieront, pour tout ce qui concerne l'exercice de leurs activités et quelle que soit la forme de l'entreprise (propriété individuelle, sociétaire ou autre), d'un traitement qui ne sera en aucun cas moins favorable que celui accordé à des entreprises similaires contrôlées par des nationaux ou des sociétés du pays.
- 5) Chacune des Parties se réserve le droit de déterminer la mesure dans laquelle les étrangers peuvent, sur ses territoires, établir, exploiter ou acquérir des intérêts dans des entreprises de communications, de transports aériens ou maritimes, de banque, procédant à des opérations fiduciaires ou de dépôts, ou d'exploitation du sol et de toutes autres ressources naturelles. Toute-

on the extent to which aliens are accorded national treatment, with respect to carrying on such activities within its territories, shall not be applied as against enterprises which are regularly engaged in such activities therein at the time such new limitations are adopted and which are owned or controlled by nationals and companies of the other Party. Moreover, neither Party shall deny to transportation, communications and banking enterprises of the other Party the right to maintain branches and agencies to perform functions necessary for essentially international operations in which they are permitted to engage.

- 6) The provisions of the present Article shall not prevent either Party from prescribing special formalities in connections with the establishment of companies or enterprises within its territories which are managed or controlled by aliens; but such formalities may not impair the substance of the rights set forth in paragraphs 1, 2 and 4 of the present Article.
- 7) Nationals and companies of either Party shall be accorded national treatment with respect to engaging in scientific, educational, religious and philanthropic activities within the territories of the other Party. They shall be accorded the right to form associations, including non-profit associations, under the laws of such other Party for the purpose of engaging in the aforesaid activities. Nothing in the present Treaty shall be deemed to grant or to

fois les limitations nouvelles qui viendraient à être imposées par l'une des Parties à l'étendue dans laquelle les étrangers bénéficient du traitement national en ce qui concerne l'exercice, sur ses territoires, des activités précitées, ne seront pas applicables aux entreprises qui étaient déjà régulièrement engagées dans ces activités au moment de l'adoption de nouvelles mesures limitatives et qui sont la propriété ou se trouvent sous le contrôle de nationaux ou de sociétés de l'autre Partie. De plus, aucune des Parties ne refusera aux sociétés de transports, de communications ou de banque de l'autre Partie, le droit d'entretenir des succursales et agences destinées à exercer les fonctions nécessaires aux opérations essentiellement d'ordre international auxquelles elles sont autorisées à se livrer.

Les stipulations du présent article n'interdisent pas aux Parties de prescrire des formalités spéciales en ce qui concerne la constitution sur leurs territoires de sociétés ou d'entreprises gérées ou dirigées par des étrangers; ces formalités ne peuvent toutefois pas diminuer la substance des droits prévus aux paragraphes 1, 2 et 4 du présent article.

Les nationaux et sociétés de chacune des Parties bénéficieront du traitement national en ce qui concerne l'exercice d'activités scientifiques, pédagogiques, religieuses et philanthropiques sur les territoires de l'autre Partie. Ils jouiront du droit de constituer, conformément aux lois en vigueur, des associations, y compris des associations à but non lucratif, ayant pour objet d'exercer les activités précitées. Aucune disposition du présent

imply any right to engage in political activities.

Article 7

- 1) The Contracting Parties recognize that it is desirable for conditions of competitive equality to be maintained in situations in which publicly owned or controlled trading or manufacturing enterprises are in competition within the territories of either Party with privately owned and controlled enterprises of nationals or companies of the other Party.
- 2) Accordingly, such state-owned enterprises should not be given special economic privileges which could injure the competitive position of such private enterprises. However, this principle shall not be construed to prevent either Party from making such special concessions in aid of state-owned enterprises as it deems necessary during periods of economic crisis, especially to relieve unemployment. This principle, moreover, is without prejudice to special advantages given in connection with:
 - a) manufacturing goods for government use, or supplying goods and services to the Government for government use; or
 - b) supplying, at prices substantially below competitive prices, the needs of particular population groups for essential goods and services not otherwise

Traité ne peut être considérée comme accordant ou impliquant un droit quelconque de se livrer à des activités politiques.

Article 7

- 1) Les Parties Contractantes reconnaissent qu'il est désirable que des conditions de concurrence égale soient sauvegardées dans les situations où des entreprises industrielles ou commerciales, propriétés de l'Etat ou contrôlées par celui-ci, se trouvent en compétition sur les territoires d'une des Parties avec des entreprises propriétés privées de nationaux ou de sociétés de l'autre Partie et contrôlées par ces nationaux ou sociétés.
- 2) En conséquence, de telles entreprises d'Etat ne devraient pas jouir de priviléges économiques spéciaux qui pourraient détériorer la position concurrentielle de telles entreprises privées. Cependant, l'application de ce principe n'empêchera aucune Partie de faire des concessions spéciales pour aider de telles entreprises d'Etat lorsque cela se justifie pendant des périodes de crise économique, spécialement en vue de résorber le chômage. Ce principe est, en outre, sans effet pour ce qui concerne les avantages spéciaux accordés dans les domaines suivants:
 - a) la fabrication de biens pour usage gouvernemental ou la fourniture de biens et services au Gouvernement pour usage gouvernemental; et
 - b) la satisfaction, à des prix substantiellement inférieurs à ceux de la concurrence, des besoins de groupes particuliers de la population relatifs à des

practically obtainable by such groups.

biens et services essentiels que de tels groupes ne pourraient, autrement, pratiquement pas acquérir ni obtenir.

Article 8

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

Article 9

- 1) Nationals of either Contracting Party residing within the territories of the other Party, and nationals and companies of either Party engaged in trade or other gainful pursuit or in scientific, educational, religious or philanthropic activities within the territories of the other Party, shall not be subject to the payment of taxes, fees or charges imposed upon or applied to income, capital, transactions, activities or any other object, or to requirements with respect to the levy and collection thereof, within the

Article 8

- 1) Les nationaux et les sociétés de chacune des Parties Contractantes pourront recourir, sur les territoires de l'autre Partie, aux services de comptables et experts techniques, de toutes sortes, de personnel de direction, d'hommes de loi, d'agents et autres spécialistes de leur choix.
- 2) Les nationaux et les sociétés de chacune des Parties seront autorisés à recourir aux services de comptables et autres agents techniques sans considération des titres qu'ils peuvent avoir à l'exercice d'une profession sur les territoires de l'autre Partie, lorsqu'il s'agit uniquement de faire effectuer, dans l'intérêt privé de ces nationaux et sociétés, des enquêtes, des examens comptables ou techniques suivis de rapports et concernant la conception et l'exploitation d'entreprises qu'ils possèdent sur les territoires de l'autre Partie ou dans lesquelles ils ont des intérêts financiers.

Article 9

- 1) Les nationaux de l'une des Parties Contractantes résidant dans les territoires de l'autre, ainsi que les nationaux et les sociétés de l'une des Parties se livrant dans les territoires de l'autre à des activités commerciales ou lucratives quelconques, ou à des activités scientifiques, pédagogiques, religieuses ou philanthropiques, ne seront pas soumis dans les territoires de l'autre Partie au paiement d'impôts, de droits et de charges perçus sur le revenu, le capital, les opérations commerciales,

territories of such other Party, more burdensome than those borne by nationals and companies of such other Party in like situation.

- 2) With respect to nationals of either Party who are neither resident nor engaged in trade or other gainful pursuit within the territories of the other Party, and with respect to companies of either Party which are not engaged in trade or other gainful pursuit within the territories of the other Party, it shall be the aim of such other Party to apply in general the principle set forth in paragraph 1 of the present Article.
- 3) Nationals and companies of either Party covered by par. 2 of the present Article, shall not be subject, within the territories of the other Party, to the payment of taxes, fees or charges imposed upon or applied to income, capital, transactions, activities or any other object, or to requirements with respect to the levy and collection thereof, more burdensome than those borne by nationals and companies of any third country.
- 4) In the case of companies of either Party engaged in trade or other gainful pursuit within the territories of the other Party, and in case of nationals of either Party engaged in trade or other gainful pursuit within the territories of the other Party but not resident therein, such other Party shall not impose or apply any tax, fee or

les activités ou sur tout autre objet, ou à des prescriptions relatives à l'assiette et à la perception de ces impôts, droits et charges, plus onéreux dans l'ensemble que ceux qui sont supportés par les nationaux et les sociétés de cette autre Partie se trouvant dans des conditions semblables.

- 2) En ce qui concerne les nationaux de l'une des Parties qui ne résident pas dans les territoires de l'autre et qui ne s'y livrent pas à des activités commerciales ou lucratives, et en ce qui concerne les sociétés de l'une des Parties qui ne se livrent pas dans les territoires de l'autre à des activités commerciales ou lucratives, cette autre Partie s'efforcera d'appliquer d'une façon générale les principes prévus au paragraphe 1 du présent Article.
- 3) Les nationaux et les sociétés de l'une des deux Parties qui se trouvent dans les situations prévues au paragraphe 2 du présent Article, ne seront pas soumis dans les territoires de l'autre Partie au paiement d'impôts, de droits ou de charges intérieurs perçus sur le revenu, le capital, les opérations commerciales, les activités ou sur tout autre objet, ou à des prescriptions relatives à l'assiette et à la perception de ces impôts, droits et charges, plus onéreux que ceux qui sont supportés par les nationaux et les sociétés de tout autre pays.
- 4) En ce qui concerne les sociétés de l'une des Parties qui se livrent à des activités commerciales ou lucratives dans les territoires de l'autre Partie et en ce qui concerne les nationaux de l'une des Parties qui se livrent à des activités commerciales ou lucratives dans les territoires de l'autre Partie mais qui n'y résident pas, cette autre

charge upon any income, capital or other basis in excess of that reasonably allocable or apportionable to its territories, nor grant deductions and exemptions less than those reasonably allocable or apportionable to its territories. A comparable rule shall apply also in the case of companies organized and operated exclusively for scientific, educational, religious or philanthropic purposes.

Partie n'établira pas d'impôts, taxes ou droits sur des revenus, des capitaux ou d'autres bases qui dépasseraient les revenus, les capitaux ou les autres bases raisonnablement attribuables à ses territoires, et elle n'accordera pas de déductions ou abattements inférieurs à ceux qui se rapportent raisonnablement à ses territoires. Une règle comparable sera applicable dans le cas de sociétés constituées et exploitées exclusivement à des fins scientifiques, pédagogiques, religieuses ou philanthropiques.

- 5) The provisions of the present Article shall not obligate either Party to extend to nationals and companies of the other Party tax advantages accorded to nationals and companies of any third country on the basis of reciprocity or by virtue of agreements for the avoidance of double taxation. Furthermore, each Party reserves the right to apply special provisions in extending advantages to its nationals and residents in connection with joint tax returns by husband and wife and in allowing to residents of contiguous countries exemptions of a personal nature in connection with income and inheritance taxes.

- 5) Les dispositions du présent article ne peuvent avoir pour effet d'obliger l'une des Parties à accorder aux nationaux et aux sociétés de l'autre Partie les mêmes avantages que ceux qu'elle accorde, en matière d'impôts et taxes quelconques aux nationaux et aux sociétés de tout autre pays, soit par mesure de réciprocité, soit en vertu d'accords tendant à éviter la double imposition.

En outre, chacune des Parties se réserve le droit d'appliquer des dispositions spéciales accordant des avantages à ses nationaux et résidents à propos des déclarations conjointes d'impôts par le mari et la femme et accordant à des résidents de pays limitrophes des exemptions de nature personnelle à l'égard des impôts sur les revenus et des droits de succession.

Article 10

- 1) Nationals and companies of either Contracting Party shall be accorded by the other Party the same treatment as nationals and companies of such other Party with respect to payments, remittances and transfers of funds or financial

- 1) Les nationaux et les sociétés de chacune des Parties Contractantes bénéficieront de la part de l'autre Partie du même traitement que les nationaux et sociétés de cette dernière se trouvant dans des situations similaires, en ce qui

instruments between the territories of the two Parties as well as between the territories of such other Party and of any third country. This treatment shall be not less favorable than that accorded to nationals and companies of any third country in like situations.

concerne les paiements, les versements, les transferts de fonds et les arrangements financiers aussi bien entre les territoires des deux Parties qu'entre les territoires de cette autre Partie et ceux de tout autre pays tiers. Ce traitement ne pourra pas être moins favorable que celui qui serait accordé aux nationaux et sociétés se trouvant dans des situations similaires et relevant d'un pays tiers.

- 2) Neither Party shall impose exchange restrictions as defined in paragraph 5 of the present Article except to the extent necessary to maintain or restore adequacy to its monetary reserves, particularly in relation to its external commercial and financial requirements. It is understood that the provisions of the present Article do not alter the obligations either Party may have to the International Monetary Fund or preclude imposition by either Party of particular restrictions whenever the Fund specifically so authorizes or requests.
- 2) Aucune des Parties n'imposera des restrictions de change, telles qu'elles sont définies au paragraphe 5 du présent Article, si ce n'est dans la mesure nécessaire pour assurer le maintien ou rétablir les réserves monétaires à un niveau adéquat spécialement en fonction des nécessités commerciales et financières extérieures. Il est entendu que les dispositions du présent Article ne modifient pas les obligations que l'une ou l'autre des Parties pourrait avoir envers le Fonds Monétaire International et n'empêchent pas l'imposition par l'une ou l'autre des Parties de restrictions spéciales lorsqu'elles sont expressément approuvées ou requises par le Fonds Monétaire International.
- 3) If either Party imposes exchange restrictions in accordance with paragraph 2 of the present Article, it shall not fail, after making whatever provision may be necessary to assure the availability of foreign exchange for essential goods and services, to make provision to the fullest extent practicable in light of the level of the monetary reserves and its balance-of-payments, for the withdrawal in the currency of the other Party, of: a) the compensation referred to in Article 4, paragraph 3, b) earnings, whether in the form of salaries, interest,
- 3) Si l'une des Parties impose des restrictions de change en conformité avec le par. 2 ci-dessus, elle ne manquera pas, après avoir pris toutes les dispositions nécessaires pour assurer la disponibilité des monnaies étrangères destinées à l'achat de biens et de services essentiels, de prendre des dispositions, dans toute la mesure du possible, compte tenu de ses propres réserves monétaires et de sa balance de paiements, pour les retraits dans la monnaie de l'autre Partie: a) des indemnités prévues à l'Article 4, par. 3, du présent Traité, b) des

dividends, commissions, royalties, payments for technical services, or otherwise, c) amounts for amortization of loans, depreciation of direct investments, and, to the extent feasible, capital transfers, giving consideration to special needs for other transactions. If more than one rate of exchange is in force, the rate applicable to such withdrawal shall be a rate which is specifically approved by the International Monetary Fund for such transactions or, in the absence of a rate so approved an effective rate which, inclusive of any taxes or surcharges on exchange transfers, is just and reasonable.

- 4) Exchange restrictions shall not be imposed by either Party in a manner unnecessarily detrimental or arbitrarily discriminatory to the claims, investments, transport, trade and other interests of the nationals and companies of the other Party, nor to the competitive position thereof.
- 5) The term « exchange restrictions » as used in the present Article includes all restrictions, regulations, charges, taxes, or other requirements imposed by either Party which burden or interfere with payments, remittances, or transfers of funds or financial instruments between the territories of the two Parties.
- 6) Questions arising under the present Treaty concerning exchange restrictions affecting aliens are governed by the provisions of the present Article.

revenus, que ce soit sous forme de salaires, d'intérêts, de dividendes, de commissions, de redevances, de paiements pour services techniques ou autrement, c) des montants d'amortissement des emprunts et des investissements directs, et, dans la mesure du possible, des montants destinés à des transferts de capitaux, compte tenu des besoins spéciaux pour d'autres transactions.

Si plus d'un taux de change est en vigueur, le taux applicable à ces retraits sera un taux expressément approuvé par le Fonds Monétaire International pour des transactions de ce genre, ou, en l'absence d'un tel taux, un taux effectif qui, compte tenu des taxes et charges de toutes sortes sur les opérations de change, sera juste et raisonnable.

- 4) Aucune des Parties n'imposera des restrictions de change d'une manière inutilement préjudiciable ou arbitrairement discriminatoire pour les créances, les investissements, les transports, le commerce et tous autres intérêts des nationaux et sociétés de l'autre Partie, ou pour leur capacité de concurrence.
- 5) Telle qu'elle est employée dans le présent Article, l'expression « restrictions de change » comprend toutes les restrictions, réglementations, charges, taxes ou autres prescriptions imposées par l'une ou l'autre des Parties, qui grèvent ou influencent les paiements, les versements, les transferts de fonds ou les arrangements financiers entre les territoires des deux Parties.
- 6) Toutes les questions qui surgiront dans le cadre du présent Traité au sujet des restrictions de change vis-à-vis de l'étranger, seront régies par les dispositions du présent Article.

Article 11

Commercial travelers representing nationals and companies of either Contracting Party engaged in business within the territories thereof shall be accorded within the territories of the other Party treatment no less favorable than that accorded to commercial travelers representing nationals and companies of such other Party with respect to the exercise of their functions.

Article 11

Les voyageurs de commerce qui représentent des nationaux et des sociétés de l'une des Parties Contractantes, exerçant une activité lucrative dans les territoires de ladite Partie, bénéficieront, dans les territoires de l'autre Partie, d'un traitement qui, en ce qui concerne l'exercice de leurs activités professionnelles, ne sera pas moins favorable que celui qui est accordé aux voyageurs de commerce représentant des nationaux et des sociétés de cette autre Partie.

Article 12

- 1) Between the territories of the two Contracting Parties there shall be, in accordance with the provisions of the present Treaty, freedom of navigation.
- 2) Vessels under the flag of either Party, and carrying the papers required by its laws in proof of nationality, shall be deemed to be vessels of that Party, both on the high seas and within the ports, places and waters of the other Party.
- 3) The term « vessels » as used in the present Treaty, means all types of vessels, whether privately owned or operated, or publicly owned or operated, but this term does not include vessels of war.

Article 12

- 1) Entre les territoires des deux Parties Contractantes, il devra y avoir, conformément aux dispositions du présent Traité, liberté, de navigation.
- 2) Les navires battant pavillon de l'une ou l'autre Partie et possédant les papiers exigés par la législation de ladite Partie pour justifier de leur nationalité, seront présumés être des navires de cette Partie, tant en pleine mer que dans les ports, rades et eaux de l'autre Partie.
- 3) Le terme de « navires » tel qu'il est employé dans le présent Traité, désigne tous les types de navires, qu'ils fassent l'objet d'une propriété ou exploitation privée ou d'une propriété ou exploitation d'Etat; mais ce terme n'englobe pas les navires de guerre.

Article 13

- 1) Vessels of either Contracting Party shall have liberty, on equal terms with vessels of the other Party and on equal terms with vessels of any third country, to come with their cargoes to all ports, places and waters of such other Party open to

Article 13

- 1) Les navires de chacune des Parties Contractantes auront la liberté, à égalité avec les navires de l'autre Partie et à égalité avec les navires de tout pays tiers, d'entrer avec leur cargaison dans tous les ports, rades et eaux de ladite autre Partie

foreign commerce and navigation. Such vessels and cargoes shall in the ports, places and waters of such other Party be accorded in all respects national treatment and most-favored-nation treatment.

- 2) Vessels of either Party en route to or from the territories of the other Party shall be accorded national treatment and most-favored-nation treatment with respect to the right to carry all cargo that may be carried by vessel.
- 3) Goods carried by vessels under the flag of either Party to or from the territories of the other Party shall enjoy the same favors as when transported in vessels sailing under the flag of such other Party. This applies especially with regard to customs duties and all other fees and charges, to bounties, drawbacks and other privileges of this nature, as well as to the administration of the customs and to transport to and from port by rail and other means of transportation.
- 4) The coasting trade and inland navigation are excepted from the provisions of the present Article. However, the vessels of each Party shall be accorded by the other Party most-favored-nation treatment with respect to the coasting trade and inland navigation. Moreover, it is understood that vessels of either Party shall be

ouverts à la navigation et au commerce étrangers. Les navires et cargaisons en question devront, dans les ports, rades et eaux de ladite autre Partie, bénéficier à tous égards du traitement appliqué aux navires et cargaisons nationaux et du traitement de la nation la plus favorisée.

- 2) Les navires de l'une des Parties, en provenance ou à destination de l'autre, devront se voir accorder le même traitement que les navires nationaux et bénéficier du traitement de la nation la plus favorisée en ce qui concerne leur droit de transporter n'importe quelle cargaison susceptible d'être transportée par navire.
- 3) Les marchandises transportées par des navires battant pavillon de l'une ou l'autre Partie en provenance ou en direction des territoires de l'autre Partie, devront jouir des mêmes avantages que celles qui sont transportées sur des navires battant pavillon de ladite autre Partie. Ceci s'applique spécialement aux droits de douane et à toutes autres taxes et charges, aux primes, aux ristournes et autres priviléges de cette nature, ainsi qu'à l'application des textes douaniers et aux transports effectués jusque dans les ports ou en provenance de ceux-ci, par chemin de fer et autres moyens de transport.
- 4) Le trafic côtier et la navigation intérieure ne sont pas visés par les dispositions du présent Article. Cependant, les navires de chaque Partie devront se voir accorder par l'autre Partie le traitement de la nation la plus favorisée, en ce qui concerne le trafic côtier et la navigation intérieure. De plus, il est entendu que les navires de l'une et

permitted to discharge portions of cargoes at any ports, places or waters of the other Party open to foreign commerce and navigation, and to proceed with the remaining portions of such cargoes to any other such ports places or waters and they shall be permitted to load in like manner in the same voyage outward, at the various ports, places and waters open to foreign commerce and navigation; but a right to engage in the coasting trade or inland navigation may not thereby be claimed.

- 5) Neither Party shall impose any measure of a discriminatory nature that hinders or prevents the importer or exporter of products of either country from obtaining marine insurance on such products in companies of either Party.

Article 14

If a vessel of either Contracting Party runs aground or is wrecked on the coasts of the other Party, or if it is in distress and must put into a port of the other Party, the latter Party shall extend to the vessel as well as to the crew, the passengers, the personal property of crew and passengers, and to the cargo of the vessel, the same protection and assistance as would have been extended to a vessel under its own flag in like circumstances; and shall permit the vessel after repairs to proceed with its voyage upon conformity with the laws applicable alike to vessels under its own flag. Articles salvaged from the vessel shall be exempt from all customs duties unless they pass into internal consumption; but articles not entered for consumption may be subject to measures for the protection

l'autre Partie auront le droit de décharger une partie de leur cargaison dans les ports, rades et eaux quelconques de l'autre Partie, ouverts à la navigation et au commerce étrangers, et de poursuivre leur route avec le reste de leur cargaison vers tous autres ports, rades et eaux, et ils auront le droit de charger de la même manière au cours du même voyage, dans les différents ports, rades ou eaux ouverts à la navigation et au commerce étrangers; mais cela ne les autorisera pas à revendiquer le droit de s'adonner au trafic côtier ou à la navigation intérieure.

- 5) Aucune des Parties n'imposera des mesures de nature discriminatoire qui entraveraient ou empêcheraient l'obtention par un importateur ou exportateur de produits de l'une des Parties d'assurances maritimes sur ces produits auprès de sociétés de l'une quelconque des Parties.

Article 14

Si un navire de l'une ou de l'autre Partie Contractante s'échoue ou fait naufrage sur les côtes de l'autre Partie ou se trouve en détresse et doit relâcher dans un port de l'autre Partie, cette dernière donnera au navire ainsi qu'à l'équipage, aux passagers, aux biens personnels de l'équipage et des passagers et à la cargaison du navire, la même protection et la même assistance qu'elle aurait données dans des circonstances analogues à un navire battant son propre pavillon; et elle permettra au navire, après réparations, de continuer son voyage conformément aux lois applicables de la même façon aux navires battant pavillon national.

Les marchandises sauvées du navire seront exemptes de tout droit de douane, à moins qu'elles ne soient introduites pour la consommation in-

of the revenue pending their exit from the country.

térieure; toutefois, celles qui seraient introduites sans être destinées à la consommation pourront, dans l'attente de leur exportation du territoire, faire l'objet de mesures assurant la sauvegarde des intérêts du Trésor.

Article 15

- 1) In all ports of either Contracting Party the masters of vessels under the flag of the other Party, whose crews have ceased to be fully constituted on account of illness or for any other cause, shall be permitted to engage such seamen as may be necessary for the continuation of the voyage.
- 2) Nationals of either Party who are seamen may be sent to ports of the other Party to join national vessels, in care of consular officers, either individually or in groups on the basis of seamen's papers issued in lieu of passports. Likewise, nationals of either Party shall be permitted to travel through the territory of the other Party on their way to join vessels or to be repatriated on the basis of seamen's papers used in lieu of passports.

Article 15

- 1) Dans tous les ports de l'une et l'autre Partie Contractante, les capitaines des navires battant pavillon de l'autre Partie et dont les équipages ne seraient plus au complet pour cause de maladie ou pour toute autre cause, auront le droit d'enrôler tous les marins qui leur seront nécessaires pour la continuation du voyage.
- 2) Les nationaux de l'une et l'autre Partie ayant la qualité de marins pourront être envoyés dans les ports de l'autre Partie pour rejoindre des navires de leur pays, ils seront acheminés par les soins d'agents consulaires, individuellement ou en groupe, munis de carnets ou livrets de marin dont la délivrance leur tiendra lieu de passeport. De même les nationaux de l'une et l'autre Partie seront autorisés à traverser les territoires de l'autre Partie en se rendant là où se trouvent les navires ou seront autorisés à être rapatriés, munis de carnets ou livrets de marin tenant lieu de passeports.

Article 16

The present Treaty shall not preclude the application by either Contracting Party of measures:

- a) regulating the importation or exportation of gold or silver;
- b) relative to its national fisheries and to the products thereof;
- c) relating to fissionable materials, to radioactive byproducts of the uti-

Article 16

Le présent Traité n'empêchera pas l'une ou l'autre Partie Contractante d'appliquer des mesures:

- a) règlementant l'importation et l'exportation de l'or et l'argent;
- b) relatives à la pêcherie nationale et aux produits de la pêche nationale;
- c) se rapportant aux substances fissiles, aux sous-produits radio-actifs

- lization or processing thereof, or to materials that are the source of fissionable materials;
- d) regulating the production of or traffic in arms, ammunition and implements of war, or traffic in other materials carried on directly or indirectly for the purpose of supplying a military establishment;
- e) necessary to fulfill the obligations of a Party for the maintenance or restoration of international peace and security, or necessary to protect its essential security interests;
- f) for the protection of national treasures having an artistic, historical or archeological value; or
- g) denying to any company in the ownership or direction of which nationals of any third country or countries have directly or indirectly the controlling interest, the advantages of the present Treaty, except with respect to recognition of juridical status and with respect to access to courts.
- Article 17
- d) résultant de l'utilisation ou de la transformation desdites substances, ou aux matières premières qui sont à la base des substances fissiles;
- d) règlementant la production et le trafic des armes, munitions et matériel de guerre, ainsi que le trafic d'autres produits exercé directement ou indirectement dans le but d'approvisionner un établissement militaire;
- e) nécessaires à l'accomplissement de ses obligations en vue du maintien et du rétablissement de la paix et de la sécurité internationale ou nécessaires à la protection de ses intérêts essentiels en matière de sécurité nationale;
- f) imposées pour la protection de trésors nationaux ayant une valeur artistique, historique ou archéologique; ou
- g) visant à refuser les avantages du présent Traité à toute société dont la propriété ou la direction est directement ou indirectement sous le contrôle de nationaux d'un ou de plusieurs pays tiers, sauf en ce qui concerne la reconnaissance du statut juridique et l'accès aux tribunaux.
- Article 17

- 1) The term « national treatment » means treatment accorded within the territories of a Contracting Party upon terms no less favorable than the treatment accorded therein, in like situations, to nationals, companies, products, vessels of other objects, as the case may be, of such Party.
- 2) The term « most-favored-nation treatment » means treatment accorded within the territories of a Party upon terms no less favorable than the treatment accorded

- 1) L'expression « traitement national » signifie un traitement accordé sur les territoires de l'une des Parties Contractantes à des conditions non moins favorables que le traitement accordé sur ces territoires dans des situations similaires, aux nationaux, sociétés, produits, navires ou autres objets, selon le cas, de cette Partie.
- 2) L'expression « traitement de la nation la plus favorisée » signifie un traitement accordé sur les territoires de l'une des Parties à des conditions non moins favorables

therein, in like situations, to nationals, companies, products, vessels or other objects, as the case may be, of any third country.

- 3) As used in the present Treaty, the term « companies » means corporations, partnerships, companies and other associations, whether or not with juridical status, whether or not with limited liability and whether or not for pecuniary profit.
- 4) National treatment accorded under the provisions of the present Treaty to companies of the Kingdom of Belgium shall, in any State or possession of the United States of America, be the treatment accorded therein to companies created or organized in other States and possessions of the United States of America.

Article 18

- 1) The territories to which the present Treaty extends shall comprise all areas of land and water under the sovereignty or authority of each Contracting Party, other than the Trust Territory of Ruanda-Urundi in the case of the Kingdom of Belgium, and the Panama Canal Zone and the Trust Territory of the Pacific Islands in the case of the United States of America.
- 2) It is understood that the present Treaty does not apply to territories under the authority of either Party solely as a military base or by reason of temporary military occupation.

Article 19

- 1) Each Contracting Party shall accord sympathetic consideration to,

que le régime accordé sur ces mêmes territoires dans des situations similaires, aux nationaux, sociétés, produits, navires ou autres objets, selon le cas, de tout autre pays.

- 3) Dans le présent Traité, le terme « sociétés » désigne les sociétés enregistrées ainsi que les sociétés et groupements ayant ou non la personnalité juridique, à responsabilité limitée ou non et à but lucratif ou non.
- 4) Le traitement national accordé en vertu des dispositions du présent Traité aux sociétés du Royaume de Belgique sera, dans tout Etat ou possession des Etats-Unis d'Amérique, le traitement qui y est accordé aux sociétés créées ou organisées dans d'autres Etats et possessions des Etats-Unis d'Amérique.

Article 18

- 1) Les territoires auxquels le présent Traité s'applique comprendront toutes les terres et mers sous la souveraineté ou l'autorité de chacune des Parties Contractantes, autres que le territoire sous tutelle du Ruanda-Urundi en ce qui concerne le Royaume de Belgique, et la zone du Canal de Panama et le territoire sous tutelle des Iles du Pacifique en ce qui concerne les Etats-Unis d'Amérique.
- 2) Il est entendu que le présent Traité ne s'applique pas aux territoires qui se trouvent sous l'autorité de l'une des Parties uniquement à titre de base militaire ou en raison d'une occupation militaire temporaire.

Article 19

- 1) Chacune des Parties Contractantes accordera une attention bien-

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

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

Article 20

The present Treaty shall terminate the Treaty of Commerce and Navigation signed at Washington March 8, 1875, [¹] and the Convention concerning Trade Marks signed at Washington April 7, 1884.[²]

Article 21

- 1) The present Treaty shall be ratified, and the ratifications thereof shall be exchanged at Washington as soon as possible.
- 2) The present Treaty shall enter into force one month after the day of exchange of the instruments of ratification.
- 3) The present Treaty shall remain in force for ten years and shall continue in force thereafter until terminated as provided herein.
- 4) Either Contracting Party may, by giving one year's written notice to the other Party, terminate the present Treaty at the end of the initial ten-year period or at any time thereafter.

¹ TS 28; 19 Stat. 628.

² TS 31; 23 Stat. 766.

veillante aux représentations que l'autre Partie pourrait faire sur toute question relative à l'exécution du présent Traité, et accordera également à l'autre Partie toute facilité en vue de consultations à ce sujet.

- 2) Toute contestation entre les Parties quant à l'interprétation ou à l'application du présent Traité, qui ne sera pas réglée d'une manière satisfaisante par la voie diplomatique, sera soumise à la Cour Internationale de Justice, à moins que les Parties ne se mettent d'accord pour régler le différend par quelque autre moyen pacifique.

Article 20

Le présent Traité mettra fin au Traité de Commerce et de Navigation, signé à Washington le 8 mars 1875 et à l'Accord sur les marques de fabriques signé à Washington le 7 avril 1884.

Article 21

- 1) Le présent Traité sera ratifié, et les instruments de ratification seront échangés à Washington aussitôt que possible.
- 2) Le présent Traité entrera en vigueur un mois après la date de l'échange des instruments de ratification.
- 3) Le présent Traité restera en vigueur pendant dix ans et ensuite aussi longtemps qu'il n'y sera pas mis fin de la manière prévue ci-après.
- 4) Chacune des Parties Contractantes pourra en donnant à l'autre Partie par écrit un préavis d'un an, mettre fin au présent Traité à l'expiration de la première période de dix ans ou à n'importe quel moment dans la suite.

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

DONE at Brussels, this 21st day of February one thousand nine hundred sixty one, in duplicate, in the French and English languages, both equally authentic.

FOR THE UNITED STATES OF
AMERICA:

POUR LES ETATS-UNIS D'AMERIQUE:

WILLIAM A. M. BURDEN

[SEAL]

EN FOI DE QUOI, les Plénipotentiaires respectifs ont signé le présent Traité et y ont apposé leurs sceaux.

FAIT à Bruxelles, le 21 février 1961, en double exemplaire, en langues anglaise et française, les deux textes faisant également foi.

FOR THE KINGDOM OF
BELGIUM:

POUR LE ROYAUME DE BELGIQUE:

P WIGNY.

[SEAL]

PROTOCOL

At the time of signing the Treaty of Friendship, Establishment and Navigation between the United States of America and the Kingdom of Belgium the undersigned Plenipotentiaries, duly authorized, have further agreed on the following provisions, which shall be considered integral parts of the aforesaid Treaty:

- 1) The provisions of Article 2, paragraph 1, b), of the Treaty shall be construed as extending to persons who represent nationals and companies of the same nationality which have invested or are actively in the process of investing a substantial amount of capital in an enterprise in the territories of the other Party, and who are employed by such nationals and companies in a responsible capacity.
- 2) With reference to the provisions of Article 3, paragraph 2, each Party agrees that, within its territories, the nationals of the other Party shall be entitled to free legal aid on the same conditions as its own nationals.
- 3) With reference to Article 3, paragraphs 2 and 3, nationals of either Party having their permanent residence within the territories of the other Party and companies of either Party having their establishment, main or branch, within the territories of the other Party who appear as plaintiff or intervening party before the courts of such other Party shall be exempt from obligation to post security for costs in such instances as nationals and companies of such other Party would be exempt.
- 4) The provisions of Article 4, paragraph 3, providing for the payment

PROTOCOLE

Au moment de la signature du Traité d'Amitié, d'Etablissement et de Navigation entre le Royaume de Belgique et les Etats-Unis d'Amérique, les Plénipotentiaires soussignés, dûment autorisés, sont en outre convenus des dispositions suivantes, qui seront considérées comme formant partie intégrante du Traité précité:

- 1) Les dispositions de l'Article 2, par. 1, b), du Traité seront interprétées de manière à s'étendre aux personnes représentant des nationaux et sociétés de la même nationalité qui ont investi ou sont en train d'investir un montant substantiel de capital dans une entreprise située sur les territoires de l'autre Partie et qui sont employés par lesdits nationaux ou sociétés au titre de responsables.
- 2) Se référant aux dispositions de l'Article 3, par. 2, chacune des Parties se déclare d'accord pour admettre sur ses territoires les nationaux de l'autre Partie au bénéfice de l'Assistance Judiciaire gratuite aux mêmes conditions que ses propres nationaux.
- 3) Se référant à l'Article 3, par. 2 et 3, les nationaux de chacune des Parties ayant leur résidence permanente sur les territoires de l'autre Partie et les sociétés de chacune des Parties ayant leur siège principal ou succursale sur les territoires de l'autre Partie, et qui comparaissent comme demandeur ou partie intervenante devant les tribunaux de cette autre Partie seront dispensés de la *cautio judicatum solvi* dans les cas où les nationaux et les sociétés de cette autre Partie en seraient dispensés.
- 4) Les dispositions de l'Article 4, par. 3, stipulant le paiement d'une

of compensation shall extend to interests held directly or indirectly by nationals and companies of either Party in property which is taken within the territories of the other Party.

- 5) The provisions of the present Treaty do not confer rights to engage in gainful activities except with the authorization to that effect required by the applicable laws and regulations. The two Parties are agreed, however, to entertain in a most considerate manner applications for authorization to engage in activities pursuant to the Treaty.
- 6) The provisions of Article 6, paragraph 2, do not extend to professions which, because they involve the performance of functions in a public capacity or in the interests of public health and safety, are state-licensed and reserved by law to nationals of the country.
- 7) The provisions of Article 6, paragraph 2, shall not extend to the activity of peddlers and itinerant artisans in the exercise of their occupations as such.
- 8) With reference to Article 6, paragraph 3, neither Party shall apply the term « public policy » so as to deny recognition to a company constituted under the laws of the other Party in any situation in which the former Party permits a company with like purposes to be constituted under its laws.
- 9) The benefit of the provisions of Article 6, paragraph 3, and of Article 9, paragraph 4, shall not be acquired within the territories of the Contracting Party whose law indemnité s'appliqueront aux droits que les nationaux et sociétés de chaque Partie possèdent directement ou indirectement à l'égard de biens expropriés dans les territoires de l'autre Partie.
- 5) Les dispositions de ce Traité ne donnent le droit d'exercer une activité lucrative que moyennant l'autorisation requise par les lois et réglementations applicables en la matière. Les deux Parties sont, toutefois, d'accord pour examiner, avec la plus grande bienveillance, les demandes qui seraient introduites pour l'exercice d'une activité visée par le Traité.
- 6) Les dispositions de l'Article 6, par. 2, ne s'appliqueront pas aux professions qui, en raison du fait qu'elles impliquent l'exercice de fonctions publiques ou concernent la santé et la sécurité publiques, sont subordonnées à une autorisation gouvernementale et réservées par la loi aux nationaux.
- 7) Les dispositions de l'Article 6, par. 2, ne s'appliquent pas à l'activité des commerçants ambulants et des artisans itinérants dans l'exercice de leurs occupations en cette qualité.
- 8) Se référant à l'Article 6, par. 3, aucune des deux Parties n'appliquera la notion «d'ordre public» de manière à refuser la reconnaissance d'une société constituée conformément aux lois de l'autre Partie, dans tout cas où la première Partie autorise, sous l'empire de ses propres lois, l'organisation d'une société ayant le même objet.
- 9) Le bénéfice des dispositions de l'Article 6, par. 3 et de l'Article 9, par. 4, ne sera pas acquis dans les territoires de la Partie Contractante dont la loi prend en

takes the main establishment into consideration for the recognition of companies, if such establishment is deemed to be within its territory.

- 10) The provisions of Article 6, paragraphs 2 and 7, shall not be construed to confer rights with respect to owning real property.
- 11) The treatment provided in Article 10, paragraph 1, is designed only to preclude discriminations on the ground of nationality but does not, for instance, preclude different treatment based upon residence requirements.
- 12) It is understood that the word « cargo » (or « cargoes ») as used in Article 13 shall be deemed to comprehend passengers as well as goods.
- 13) The provisions of Article 13, paragraph 2, shall not apply to postal services.

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

DONE at Brussels this 21st day of February one thousand nine hundred sixty one, in duplicate, in the French and English languages, both equally authentic.

FOR THE UNITED STATES OF
AMERICA:

POUR LES ETATS-UNIS D'AMERIQUE:

WILLIAM A. M. BURDEN

[SEAL]

considération le principal établissement pour la reconnaissance des sociétés, si cet établissement est considéré comme se trouvant dans les limites de ses territoires.

- 10) Les dispositions de l'Article 6, par. 2 et 7 ne seront pas considérées comme conférant des droits en ce qui concerne la propriété de biens immobiliers.
- 11) Les dispositions prévues à l'Article 10, par. 1, ont pour seul but de prévenir toute discrimination qui serait basée sur la nationalité, mais n'excluent pas, par exemple, l'application de traitements différents basés sur des prescriptions concernant la résidence.
- 12) Il est entendu que le terme « cargaison » tel qu'il est utilisé dans l'Article 13 sera considéré comme comprenant les passagers aussi bien que les marchandises.
- 13) Les dispositions de l'Article 13, par. 2, ne s'appliqueront pas aux services postaux.

EN FOI DE QUOI, les Plénipotentiaires respectifs ont signé ce Protocole et y ont apposé leurs sceaux.

FAIT à Bruxelles, le 21 février 1961, en double exemplaire, en langues anglaise et française, les deux textes faisant également foi.

FOR THE KINGDOM OF
BELGIUM:

POUR LE ROYAUME DE BELGIQUE:

P WIGNY

[SEAL]

WHEREAS the Senate of the United States of America by their resolution of September 11, 1961, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said treaty and protocol,

WHEREAS the said treaty and protocol were ratified by the President of the United States of America on September 26, 1961, in pursuance of the aforesaid advice and consent of the Senate, and were ratified by the Kingdom of Belgium on July 30, 1963,

WHEREAS the respective instruments of ratification of the said treaty and protocol were duly exchanged at Washington on September 3, 1963,

AND WHEREAS it is provided in Article 21 of the said treaty that the treaty shall enter into force one month after the day of exchange of instruments of ratification and in the said protocol that the provisions thereof shall be considered integral parts of the treaty;

Now, THEREFORE, be it known that I, John F Kennedy, President of the United States of America, do hereby proclaim and make public the said treaty and protocol, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith, on and after October 3, 1963, one month after the exchange of the instruments of ratification, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this twenty-sixth day of September
in the year of our Lord one thousand nine hundred sixty-three
[SEAL] and of the Independence of the United States of America
the one hundred eighty-eighth.

JOHN F KENNEDY

By the President:

GEORGE W BALL

Acting Secretary of State

MULTILATERAL

Treaty Banning Nuclear Weapon Tests in the Atmosphere, in Outer Space and Under Water

Done at Moscow August 5, 1963;

*Ratification advised by the Senate of the United States of America
September 24, 1963;*

*Ratified by the President of the United States of America October 7,
1963;*

*Ratifications of the Governments of the United States of America,
the United Kingdom of Great Britain and Northern Ireland,
and the Union of Soviet Socialist Republics deposited with
the said Governments at Washington, London, and Moscow
October 10, 1963;*

*Proclaimed by the President of the United States of America Octo-
ber 10, 1963;*

Entered into force October 10, 1963.

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BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS the Treaty banning nuclear weapon tests in the atmosphere, in outer space and under water was signed at Moscow on August 5, 1963 by the respective plenipotentiaries of the United States of America, the United Kingdom of Great Britain and Northern Ireland, and the Union of Soviet Socialist Republics, and was thereafter opened to other States for signature at Washington, London, and Moscow;

WHEREAS the text of the Treaty, in the English and Russian languages, as certified by the Department of State of the United States of America, is word for word as follows:

T R E A T Y
banning nuclear weapon tests
in the atmosphere, in outer
space and under water

The Governments of the United States of America, the United Kingdom of Great Britain and Northern Ireland, and the Union of Soviet Socialist Republics, hereinafter referred to as the "Original Parties",

Proclaiming as their principal aim the speediest possible achievement of an agreement on general and complete disarmament under strict international control in accordance with the objectives of the United Nations which would put an end to the armaments race and eliminate the incentive to the production and testing of all kinds of weapons, including nuclear weapons,

Seeking to achieve the discontinuance of all test explosions of nuclear weapons for all time, determined to continue negotiations to this end, and desiring to put an end to the contamination of man's environment by radioactive substances,

Have agreed as follows:

Article I

1. Each of the Parties to this Treaty undertakes to prohibit, to prevent, and not to carry out any nuclear weapon test explosion, or any other nuclear explosion, at any place under its jurisdiction or control:

(a) in the atmosphere; beyond its limits, including outer space; or underwater, including territorial waters or high seas; or

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(b) in any other environment if such explosion causes radioactive debris to be present outside the territorial limits of the State under whose jurisdiction or control such explosion is conducted. It is understood in this connection that the provisions of this subparagraph are without prejudice to the conclusion of a treaty resulting in the permanent banning of all nuclear test explosions, including all such explosions underground, the conclusion of which, as the Parties have stated in the Preamble to this Treaty, they seek to achieve.

2. Each of the Parties to this Treaty undertakes furthermore to refrain from causing, encouraging, or in any way participating in, the carrying out of any nuclear weapon test explosion, or any other nuclear explosion, anywhere which would take place in any of the environments described, or have the effect referred to, in paragraph 1 of this Article.

Article II

1. Any Party may propose amendments to this Treaty. The text of any proposed amendment shall be submitted to the Depositary Governments which shall circulate it to all Parties to this Treaty. Thereafter, if requested to do so by one-third or more of the Parties, the Depositary Governments shall convene a conference, to which they shall invite all the Parties, to consider such amendment.

2. Any amendment to this Treaty must be approved by a majority of the votes of all the Parties to this Treaty, including the votes of all of the Original Parties. The amendment shall enter into force for all Parties upon the

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deposit of instruments of ratification by a majority of all the Parties, including the instruments of ratification of all of the Original Parties.

Article III

1. This Treaty shall be open to all States for signature. Any State which does not sign this Treaty before its entry into force in accordance with paragraph 3 of this Article may accede to it at any time.

2. This Treaty shall be subject to ratification by signatory States. Instruments of ratification and instruments of accession shall be deposited with the Governments of the Original Parties -- the United States of America, the United Kingdom of Great Britain and Northern Ireland, and the Union of Soviet Socialist Republics -- which are hereby designated the Depositary Governments.

3. This Treaty shall enter into force after its ratification by all the Original Parties and the deposit of their instruments of ratification.

4. For States whose instruments of ratification or accession are deposited subsequent to the entry into force of this Treaty, it shall enter into force on the date of the deposit of their instruments of ratification or accession.

5. The Depositary Governments shall promptly inform all signatory and acceding States of the date of each signature, the date of deposit of each instrument of ratification or accession to this Treaty, the date of its entry into force, and the date of receipt of any requests for conferences or other notices.

6. This Treaty shall be registered by the depositary Governments pursuant to Article 102 of the Charter of the United Nations.^[1]



^[1] TS 993, 59 Stat. 1052.
TIAS 5438

Article IV

This Treaty shall be of unlimited duration.

Each Party shall in exercising its national sovereignty have the right to withdraw from the Treaty if it decides that extraordinary events, related to the subject matter of this Treaty, have jeopardized the supreme interests of its country. It shall give notice of such withdrawal to all other Parties to the Treaty three months in advance.

Article V

This Treaty, of which the English and Russian texts are equally authentic, shall be deposited in the archives of the Depositary Governments. Duly certified copies of this Treaty shall be transmitted by the Depositary Governments to the Governments of the signatory and acceding States.

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

DONE in triplicate at the city of Moscow the fifth day of August , one thousand nine hundred and sixty-three.

For the Government
of the United States
of America

For the Government
of the United Kingdom
of Great Britain and
Northern Ireland

for the Government
of the Union of
Soviet Socialist
Republics

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Д О Г О В О Р

о запрещении испытаний ядерного оружия
в атмосфере, в космическом пространстве
и под водой

Правительства Соединенных Штатов Америки, Соединенного Королевства Великобритании и Северной Ирландии, Союза Советских Социалистических Республик, ниже именуемые как "Первоначальные Участники",

привозглашая своей главной целью скорейшее достижение соглашения о всеобщем и полном разоружении под строгим международным контролем в соответствии с целями Организации Объединенных Наций, которое положило бы конец гонке вооружений и устранило бы стимул к производству и испытаниям всех видов оружия, в том числе ядерного,

стремясь достичь навсегда прекращения всех испытательных взрывов ядерного оружия, исполненные решимости продолжать переговоры с этой целью и желая положить конец заражению окружающей человека среды радиоактивными веществами,

согласились о ниже следующем:

Статья I

I. Каждый из Участников настоящего Договора обязуется запретить, предотвращать и не производить любые испытательные взрывы ядерного оружия и любые другие ядерные взрывы в любом месте, находящемся под его юрисдикцией или контролем:

а) в атмосфере; за ее пределами, включая космическое пространство; под водой, включая территориальные воды и открытое море; и

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б) в любой другой среде, если такой взрыв вызывает выпадение радиоактивных осадков за пределами территориальных границ государства, под юрисдикцией или контролем которого проводится такой взрыв. При этом имеется в виду, что положения настоящего подпункта не должны наносить ущерба заключению договора, ведущего к запрещению навечно всех испытательных ядерных взрывов, включая все такие взрывы под землей, к заключению которого Участники, как они заявили в преамбуле к настоящему Договору, будут стремиться.

2. Каждый из Участников настоящего Договора обязуется далее воздерживаться от побуждения, поощрения или какого-либо участия в проведении любых испытательных взрывов ядерного оружия и любых других ядерных взрывов, где бы то ни было, которые проводились бы в любой из сред, названных в пункте I настоящей Статьи, или имели бы указанные в этом I пункте последствия.

Статья II

1. Любой Участник настоящего Договора может предложить поправки к этому Договору. Текст любой предложенной поправки представляется Правительствам-депозитариям, которые рассыпают его всем Участникам Договора. Затем, если этого потребует одна треть или более Участников Договора, Правительства-депозитарии созывают конференцию, на которую они приглашают всех Участников Договора для рассмотрения такой поправки.

2. Любая поправка к настоящему Договору должна быть утверждена большинством голосов всех Участников Договора, включая голоса всех Первоначальных Участников Договора. Поправка вступает в силу для всех Участников Договора после сдачи на хранение ратификационных грамот большинством всех Участников Договора, включая ратификационные грамоты всех Первоначальных Участников Договора.

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Статья III

1. Настоящий Договор будет открыт для подписания его всеми государствами. Любое государство, которое не подпишет настоящий Договор до вступления его в силу в соответствии с пунктом З данной Статьи, может присоединиться к нему в любое время.

2. Настоящий Договор подлежит ратификации государствами, подписавшими Договор. Ратификационные грамоты и документы о присоединении должны быть сданы на хранение Правительствам государств-Первоначальных Участников Договора - Соединенных Штатов Америки, Соединенного Королевства Великобритании и Северной Ирландии, Союза Советских Социалистических Республик, которые настоящим назначаются в качестве Правительств-депозитариев.

3. Настоящий Договор вступит в силу после его ратификации всеми Первоначальными Участниками и сдачи ими на хранение ратификационных грамот.

4. Для государств, ратификационные грамоты или документы о присоединении которых будут сданы на хранение после вступления в силу настоящего Договора, он вступит в силу в день сдачи на хранение их ратификационных грамот или документов о присоединении.

5. Правительства-депозитарии незамедлительно уведомляют все подписавшие и присоединившиеся к настоящему Договору государства о дате каждого подписания, дате сдачи на хранение каждой ратификационной грамоты и документа о присоединении, о дате вступления в силу настоящего Договора, о дате получения любых требований о созыве конференции, а также о других уведомлениях.

6. Настоящий Договор будет зарегистрирован Правительствами-депозитариями в соответствии со статьей 102 Устава Организации Объединенных Наций.

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Статья IV

Настоящий Договор является бессрочным.

Каждый Участник настоящего Договора в порядке осуществления своего государственного суверенитета имеет право выйти из Договора, если он решит, что связанные с содержанием настоящего Договора исключительные обстоятельства поставили под угрозу высшие интересы его страны. О таком выходе он должен уведомить за три месяца всех других Участников Договора.

Статья V

Настоящий Договор, английский и русский тексты которого являются равно аутентичными, будет сдан на хранение в архивы Правительств-депозитариев. Должным образом заверенные копии настоящего Договора будут препровождены Правительствами-депозитариями Правительствам государств, подписавших Договор и присоединившихся к нему.

В УДОСТОВЕРЕНИЕ ЧЕГО нижеподписавшиеся, должностным образом на то уполномоченные, подписали настоящий Договор.

СОВЕРШЕНО в трех экземплярах, в городе Москве
августа месяца, пятого дня, тысяча девятьсот шестьдесят третьего года.

За Правительство
Соединенных Штатов Америки

За Правительство
Соединенного Королевства Великобритании и Северной Ирландии

За Правительство
Союза Советских Социалистических Республик

Dean Rusk

F. Home A. Громыко

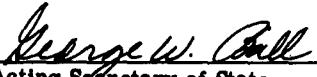
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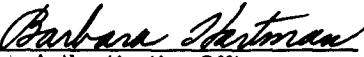
I CERTIFY THAT the foregoing is a true copy of the Treaty banning nuclear weapon tests in the atmosphere, in outer space and under water, signed at Moscow on August 5, 1963, on behalf of the United States of America, the United Kingdom of Great Britain and Northern Ireland, and the Union of Soviet Socialist Republics, a signed original of which is deposited with the Government of the United States of America and was opened for signature on behalf of other States at Washington on August 8, 1963.

IN TESTIMONY WHEREOF, I, GEORGE W. BALL, Acting Secretary of State of the United States of America, have hereunto caused the seal of the Department of State to be affixed and my name subscribed by the Authentication Officer of the said Department, at the city of Washington, in the District of Columbia, this ninth day of August, 1963.



George W. Ball
Acting Secretary of State

[SEAL]

By 

Barbara Hartman
Authentication Officer
Department of State

WHEREAS the Senate of the United States of America by their resolution of September 24, 1963, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the Treaty;

WHEREAS the Treaty was duly ratified by the President of the United States of America on October 7, 1963, in pursuance of the advice and consent of the Senate;

WHEREAS on October 10, 1963, the Governments of the United States of America, the United Kingdom of Great Britain and Northern Ireland, and the Union of Soviet Socialist Republics duly deposited instruments of ratification with the aforesaid Governments, designated by Article III, paragraph 2, of the Treaty as the Depositary Governments;

AND WHEREAS, pursuant to the provisions of Article III, paragraph 3, of the Treaty, the Treaty entered into force on October 10, 1963;

NOW, THEREFORE, be it known that I, John F. Kennedy, President of the United States of America, do hereby proclaim and make public the Treaty banning nuclear weapon tests in the atmosphere, in outer space and under water, to the end that the same and every article and clause thereof shall be observed and fulfilled with good faith, on and after October 10, 1963, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have caused the Seal of the United States of America to be hereunto affixed.

DONE at the city of Washington

this tenth day of

October in the year of

our Lord one thousand

nine hundred sixty-three

of the Independence

of the United States of

America, in the year of

eighty-eight.

[Signature]

By the President:

Dean Rusk

Secretary of State

[Signatures Affixed at Washington to the English text and to the Russian text of the United States original of the Treaty banning nuclear weapon tests in the atmosphere, in outer space and under water]

For the Government of Australia:

Howard Beale - Aug 8 1963

For the Government of Mexico:

Confarito - Aug. 8th 1963.

For the Government of Canada:

C. S. D. Robbie - ^{August 8th 1963}

For the Government of New Zealand:

Ashburton August 8 1963

For the Government of India:

Brij Kumar Nehru
25 August 1963.

For the Government of the Philippines:

Anselito A. Mabini
August 8, 1963

For the Government of the Federation of Malaya:

(Signature)
August 8, 1963.

For the Government of Liberia:

Samuel Park
8 Aug. 1963

For the Government of Thailand:

Vibhav Arshayakul, 8 Aug. 63.

For the Government of Iran:

Mehranguz, August 8, 1963

For the Government of Poland:

M. Dobrovieckhi

August 8, 1963

For the Government of Belgium:

Lambert
August 8, 1963

For the Government of Bulgaria:

Ivancho Grigor Babuganov

For the Government of Italy:

Luigi Galli
Aug. 8, 1963

For the Government of Ireland:

Franklin D. Roosevelt Jr.
Aug. 8, 1963.

For the Government of Afghanistan:

Dr. A. Yaqo'd.
Aug 18/1963

For the Government of Rumania:

Mircea Malitza , 8 aug. 1963

For the Government of Tunisia:

I. Khatib
8 aug. 1963.

For the Government of Cyprus:

Zaven Rossides
8 Aug. 1963

For the Government of Yugoslavia:

Vesna Mihajlovic
8. aug. 1963.

For the Government of Finland:

Paavo Nurmi. Aug. 8. 1963

For the Government of Czechoslovakia:

for Miroslav Dusek, August 8, 1963.

For the Government of Israel:

A. Gavitz, August 8, 1963

For the Government of Honduras:

Cesar Tavira Aug. 8. 1963

For the Government of Hungary:

Rach J. J. Aug 8/1963

For the Government of Chile:

Diego Gutiérrez.
Aug. 8/1963

For the Government of Brazil:

Roberto de Oliveira Campos
Aug. 8/1963

For the Government of Argentina:

Fernando J. Raúl
ag. 8 - 1963.

For the Government of the United Arab Republic:

Ambassador Matouf Kamel

8 - August - 1963

For the Government of Greece:

S. Matoss. *8 August 1963*

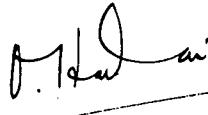
For the Government of Bolivia:

E. Rodriguez *8 August 1963.*

For the Government of Turkey:

S. Merençan *9 August 1963*

For the Government of Sudan:



August 9th, 1963.

For the Government of Ethiopia:


Aug. 9, 1963

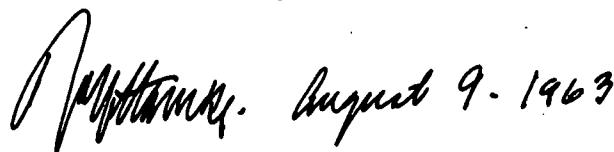
For the Government of the Kingdom of the Netherlands:


✓ Aug. 9th 1963

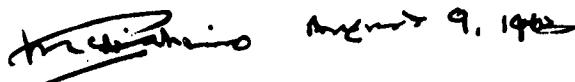
For the Government of Denmark:


H. Bakgaard August 9, 1963

For the Government of Norway:

 August 9. 1963

For the Government of Ghana:

 August 9. 1963

For the Government of the Congo (Leopoldville):

 August 9. 1963.

For the Government of Jordan:

Saad Tum'a
12 of August, 1963

For the Government of Uruguay:

 August 12, 1963.

For the Government of Iceland:

Jóhann Sigurðsson
August 12 1963

For the Government of Trinidad and Tobago:

Ellis Clarke August 12, 1963

For the Government of Sweden:

J. de Dardel August 12, 1963

For the Government of Laos:

Renuff August 12, 1963

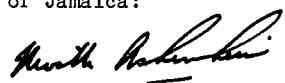
For the Government of Lebanon:

M. A. S. August 12, 1963

For the Government of Nicaragua:

— Commissioner
August 13, 1963

For the Government of Jamaica:

 13th August 1963

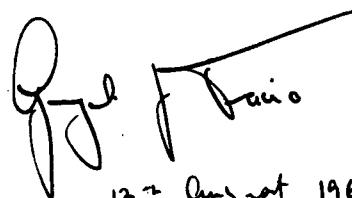
For the Government of Iraq:

 13th August 1963

For the Government of the Syrian Arab Republic:

 13th August 1963

For the Government of Costa Rica:


13th August 1963

For the Government of Spain:

amador ruiz 13 - August - 1963

For the Government of Japan:

Ryuji Takemoto 14. August - 1963

For the Government of Pakistan:

af

14. August 1963.

For the Government of Burma:

Dr. Sein

August 14, 1963

For the Government of Algeria:

Mohamed Houari *Houari*
16 August 1963

For the Government of Paraguay:

Juan Bautista
Signat 15-1-1963

For the Government of Venezuela:

Rejera!
16 Agosto 1963

For the Government of Colombia:

Edmundo Luis Arri
Agosto 16/63

For the Government of Libya:

Tageddin Jabi. August 16, 1963.

For the Government of the Federal Republic of Germany:

K. H. Krappweis August
19, 1963

For the Government of the Somali Republic:

Omar Nabhani 19 August 1963

For the Government of Kuwait:

T. Ghannam
20/8/63

For the Government of El Salvador:

José L. 21 August 1963

For the Government of Ceylon:

The Jayewardene
22nd April. 1963.

For the Government of Mali:

General 23 August 1963.

For the Government of Peru:

J. B. De La Torre
August 23rd 1963.

For the Government of the Republic of China:

Liu Fu T. Kiang
Aug. 23, 1963

For the Government of Indonesia:

M. J. S. Aug 23, 1963

For the Government of Chad:

Amadou Hama
26 August 1963

For the Government of Switzerland:

H. R. Ney August 26, 1963

For the Government of Morocco:

Abd el wali ben abd el
ssad 27 Aout 63

For the Government of Dahomey:

E. Guerry 27 Aout 1963.

For the Government of Cameroon:

M. M. N. 27 Aout 1963

For the Government of Uganda:

Apollinaire
29 August 1963

For the Government of the Republic of Korea:

김정렬
30 August 1963

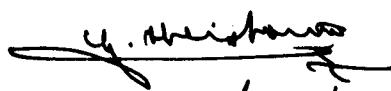
For the Government of Nepal:

जयकल्प राम
३० अगस्त १९६३

For the Government of Upper Volta:

Jean B. Kaboré
30/8/63

For the Government of Luxembourg:


September 3, 1963.

For the Government of the Federation of Nigeria:


4. 9. 63.

For the Government of the Ivory Coast:


9. 5. 63.

For the Government of Western Samoa:


6. 9. 63

For the Government of the Yemen Arab Republic:

Mohsin A. alaim
September 6. 1963.

For the Government of Gabon:


Le 10 septembre 1963

For the Government of Austria:

Wilfried Platzer
September 11, 1963.

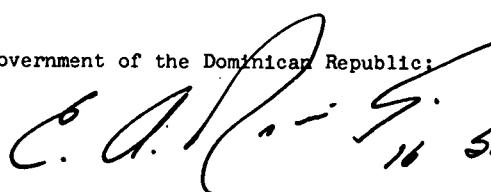
For the Government of Sierra Leone:

R. E. Kefla-Jamal
Sept 11/63

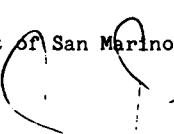
For the Government of Mauritania:


Le 13 septembre 1963

For the Government of the Dominican Republic:


16 Sept 1963

For the Government of San Marino:


Giovanni Giacopini September 17, 1963

For the Government of Togo:



September 18, 1963

For the Government of Tanganyika:

Eraso ar Mang'anya
18 Sept 1963

For the Government of Rwanda:

Habonimana
19 Sept. 1963.

For the Government of Panama:

A.O. Hugo Suydam 20.1963

For the Government of Senegal:

 20 September
1963

For the Government of the Malagasy Republic:

[Signature]
September 23, 1963

For the Government of Guatemala:

[Signature]
September 23, 1963

For the Government of Niger:

[Signature]
September 24, 1963

For the Government of Ecuador:

[Signature] September 27, 1963

For the Government of Viet-Nam:

N.P. Buu-Hoa

10.1.1963.

For the Government of Burundi:

D. M. Lala-

4.10.1963.

For the Government of Portugal:

J. Cardoso

9.10.1963

For the Government of Haiti:

Robert Trudeau

9.10-1963

За Правительство Австралии:

Howard Beale. Aug 8 1963.

За Правительство Мексики:

C. G. Ruiz. Aug. 8th. 1963.

За Правительство Канады:

C. S. D. D. V. R. August 8th 1963

За Правительство Новой Зеландии:

J. Shand. Aug 8, 1963

За Правительство Индии:

Brij Kumar Nahra
8th August 1963.

За Правительство Филиппинов:

Conrad A. Chester
August 8, 1963

За Правительство Федерации Малайи


August 8, 1963.

За Правительство Либерии


8 Aug. 1963

За Правительство Таиланда:

Vibhav Anthony Phay & Aug. 63.

За Правительство Ирана:

Mohamed Ebrahim
August 8, 1963

За Правительство Польши:

M. Dobrosiecki
August 8, 1963

За Правительство Бельгии:

Lambert
August 8, 1963.

За Правительство Болгарии:

Любомир Тодоров 8 августа 1963

За Правительство Италии:

Людевит
Aug. 8, 1963

За Правительство Ирландии:

J. Plummer
Aug. 8, 1963

За Правительство Афганистана:

Dr. A. Sharif
Aug 18/1963

За Правительство Румынии:

Mos. Maliza, 8 aug 1963

За Правительство Туниса:

I. Khabib

8 aug. 1963.

За Правительство Кипра:

Lambrides
8 Aug. 1963

За Правительство Югославии:

Vesna Mihailov
8. avg. 1963.

За Правительство Финляндии:

Teksti huiuksia Aug. 8. 1963.

За Правительство Чехословакии:

Prezident Československa, August 8th, 1963

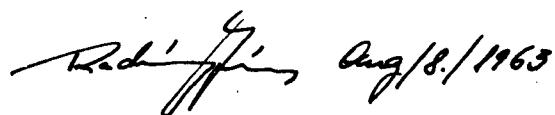
За Правительство Израиля:

M. Barak, 8 August, 1963

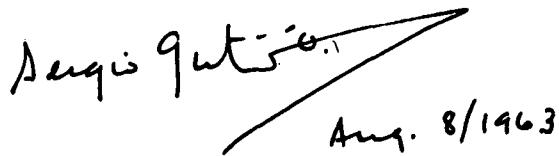
За Правительство Гондураса:

Péter Dávila Aug. 8-1963

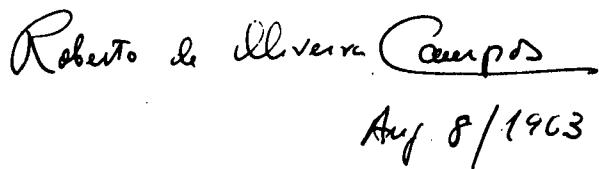
За Правительство Венгрии:


Aug 8/1963

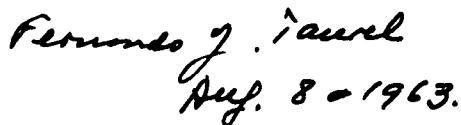
За Правительство Чили:


Aug. 8/1963

За Правительство Бразилии:


Aug. 8/1963

За Правительство Аргентины:


Aug. 8 - 1963.

За Правительство Объединенной Арабской Республики:

Ambassador Мухаммад Кашал
8 - agosto - 1963

За Правительство Греции:

A. Matos.

8 August 1963

За Правительство Боливии:

Б. Годогада 8 de Agosto 1963.

За Правительство Турции:

Сакенеман-оглы 9 August 1963

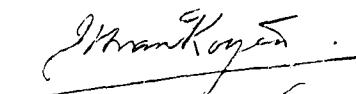
За Правительство Судана:

 August 9th, 1963.

За Правительство Эфиопии:


Aug. 9, 1963

За Правительство Королевства Нидерландов:


Aug 9th 1963.

За Правительство Дании:

 August 9, 1963.

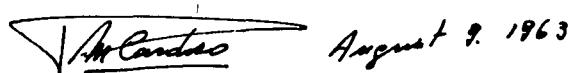
За Правительство Норвегии:

 August 9. 1963

За Правительство Ганы:

 August 9, 1963

За Правительство Конго (ЛеопольдVILLE):

 August 9. 1963

За Правительство Иордании:

Saad Tuwaiq
12, August, 1963

За Правительство Уругвая:

 (S) August 12, 1963. -

За Правительство Исландии:


August 12, 1963

За Правительство Тринидада и Тобаго:

Ell. Clarke August, 12, 1963.

За Правительство Швеции:

J. de Dardel, August 12, 1963.

За Правительство Ласса:

Lassus August 12, 1963

За Правительство Ливана:

Mallal August 12, 1963

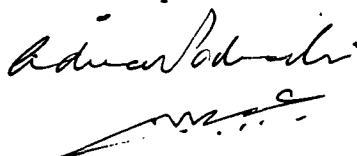
За Правительство Никарагуа:

Constituyente
August 13/63

За Правительство Ямайки:

 13th August 1963

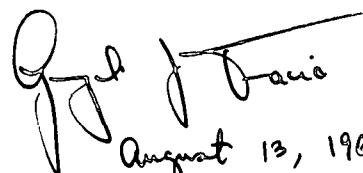
За Правительство Ирака:

 13th August 1963

За Правительство Сирийской Арабской Республики:

 13th August 1963

За Правительство Коста-Рики:

 August 13, 1963

За Правительство Испании:

amino Jimin - 13 - August - 1963

За Правительство Японии:

Ryuji Takemoto 14. August 1963

За Правительство Пакистана:

14. August 1963 -

За Правительство Бирмы:

August 14, 1963

За Правительство Алжира:

Mohamed Houari, Бенгази, -
14 août 1963

За Правительство Парагвая:

J. Rodriguez
August 15, 1963

За Правительство Венесуэлы:

Lopez
16 agosto 1963

За Правительство Колумбии:

Espc. Univ. D.T.C.
agosto 16/63

За Правительство Либии:

Tageddin Serhi August 16, 1963

За Правительство Федеративной Республики Германии:

K. H. Knappe August 17
1963

За Правительство Республики Сомали:

Moh. Noor Ali 19 August 1963

За Правительство Кувейта:

T. Грант
24 Aug 63

За Правительство Сальвадора:

José María 21-1963

За Правительство Цейлона:

22 Aug 63

За Правительство Мали:

Journal

23. 8. 1963

За Правительство Перу:

Владимир
August 23rd 1963.

За Правительство Республики Китая:

Li-fu T. Kiang
Aug. 23, 1963

За Правительство Индонезии:

Y. M. J.
Aug 23, 1963

За Правительство Чада:

Emile Bourkou
26 Août 1963

За Правительство Швейцарии:

H. K. Rey, August 26, 1963

За Правительство Марокко:

Султан
1963 в г. Марокко

За Правительство Дагомея:

S. R. Jemmy 27 août 1963

За Правительство Камеруна:

M. H. 27 août 1963

За Правительство Уганды:

Apolloinkwanda.

29 August 1963

За Правительство Корейской Республики:

김성렬

30 August 1963

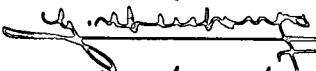
За Правительство Непала:

लम्बा रामकृष्ण
30 अगस्त १९६३

За Правительство Верхней Вольты:

Томас А. Калонга
30/8/63

За Правительство Люксембурга:


September 5, 1963

За Правительство Соединенных Штатов:


U.S. 9. 63.

За Правительство Боргата Слоненей Коэти:

 9-5-63

За Правительство Западного Сахара:

 6. 9. 63

за Правительство Йеменской Арабской Республики:

Anbari a. abas

September 6. 1963.

за Правительство Габона:

J. A.

Le 16 septembre 1963

за Правительство Австрии:

Wilfried Platzer

September 11, 1963.

за Правительство Словакии:

R. E. Kefal - Bouček

September 11/63

За Правительство Мавритании:

Le 13 Septembre 1963

За Правительство Доминиканской Республики:

16 Sept. 1963

За Правительство Сан-Марино:

Septembre 17, 1963

За Правительство Того:

September 18, 1963

За Правительство Танганьики:

*Erasto a M Mang'anya
18 Sept. 1963.*

За Правительство Руанды:

(Удаканинди) 19 Sept. 1963.

За Правительство Панамы:

A. G. Широ. Septiembre 20. 1963

За Правительство Сенегала:

[Signature] 20 Septembre
1963

За Правительство Мальтийской Республики:

 September 28, 1963

За Правительство Гватемалы:


September 23, 1963

За Правительство Нигера:

 24 September 1963.

За Правительство Эквадора:

 September 29, 1963

За Правительство Вьетнама:

N. P. Buu-Hoi
10.1.1963

За Правительство Буркини:

D. K. Sankara

4.10.1963.

За Правительство Португалии:

J. Ademar Viegas 7.10.1963

За Правительство Ганы:

John Agyekum Kufuor

9.10-1963

Note by the Department of State

The text of the Treaty was initialed at Moscow on July 25, 1963, by the principal negotiators of the United States, the United Kingdom, and the Soviet Union, who were:

W. AVERELL HARRIMAN, Under Secretary of State for Political Affairs for the United States

LORD HAILSHAM, Lord President of the Council and Minister of Science for the United Kingdom

A. A. GROMYKO, Minister of Foreign Affairs of the Union of Soviet Socialist Republics

Names and titles of the plenipotentiaries who signed the Treaty at Moscow on August 5, 1963:

For the Government
of the United States
of America

DEAN RUSK
Secretary of State

For the Government
of the United King-
dom of Great Britain
and Northern Ire-
land

HOME.
*Secretary of State
for Foreign Affairs*

For the Government
of the Union of
Soviet Socialist Re-
publics

A. GROMYKO
*Minister of
Foreign Affairs*

Names of the plenipotentiaries who signed the Treaty at Washington on the dates indicated:

For the Government of Australia:

HOWARD BEALE

August 8, 1963

For the Government of Mexico:

ANTONIO CARRILLO

August 8, 1963

For the Government of Canada:

C. S. A. RITCHIE

August 8, 1963

For the Government of New Zealand:

G R LAKING

August 8, 1963

For the Government of India:

BRAJ KUMAR NEHRU

August 8, 1963

For the Government of the Philippines:

AMELITO R. MUTUC

August 8, 1963

For the Government of the Federation of
Malaya:

ONG YOKE LIN August 8, 1963

For the Government of Liberia:

S EDWARD PEAL August 8, 1963

For the Government of Thailand:

VISUTR ARTHAYUKTI August 8, 1963

For the Government of Iran:

MAHMOUD FOROUGHI August 8, 1963

For the Government of Poland:

M. DOBROSELSKI August 8, 1963

For the Government of Belgium:

LOUIS SCHEYVEN August 8, 1963

For the Government of Bulgaria:

LYUBOMIR POPOV August 8, 1963

For the Government of Italy:

SERGIO FENOALTEA August 8, 1963

For the Government of Ireland:

T. J. KIERNAN August 8, 1963

For the Government of Afghanistan:

Dr. A. MAJID August 8, 1963

For the Government of Rumania:

MIRCEA MALITZA August 8, 1963

For the Government of Tunisia:

I. KHELIL August 8, 1963

For the Government of Cyprus:

ZENON ROSSIDES August 8, 1963

For the Government of Yugoslavia:

VELJKO MIĆUNOVIĆ August 8, 1963

For the Government of Finland:

PENTTI UUSIVIRTA

August 8, 1963

For the Government of Czechoslovakia:

Dr MILOSLAV RŮŽEK

August 8, 1963

For the Government of Israel:

M. GAZIT

August 8, 1963

For the Government of Honduras:

CÉLEO DÁVILA

August 8, 1963

For the Government of Hungary:

RADVÁNYI JÁNOS

August 8, 1963

For the Government of Chile:

SERGIO GUTIERREZ-O.

August 8, 1963

For the Government of Brazil:

ROBERTO DE OLIVEIRA CAMPOS

August 8, 1963

For the Government of Argentina:

FERNANDO J. TAUREL

August 8, 1963

For the Government of the United Arab Republic:

Ambassador MOSTAFA KAMEL

August 8, 1963

For the Government of Greece:

A. MATSAS

August 8, 1963

For the Government of Bolivia:

E S DE LOZADA

August 8, 1963

For the Government of Turkey:

T MENEMENCİOĞLU

August 9, 1963

For the Government of Sudan:

O HADARI

August 9, 1963

For the Government of Ethiopia:

BERHANOU DINKE

August 9, 1963

For the Government of the Kingdom of the
Netherlands:

J. H. VAN ROLJEN August 9, 1963

For the Government of Denmark:

T DAHLGAARD August 9, 1963

For the Government of Norway:

ROLF HANCKE August 9, 1963

For the Government of Ghana:

M A RIBEIRO August 9, 1963

For the Government of the Congo (Leopold-
ville):

M CARDOSO August 9, 1963

For the Government of Jordan:

SAAD JUM'A August 12, 1963

For the Government of Uruguay:

B. OCHOTECO August 12, 1963

For the Government of Iceland:

THOR THORS August 12, 1963

For the Government of Trinidad and
Tobago:

ELLIS CLARKE August 12, 1963

For the Government of Sweden:

J. J. DE DARDEL August 12, 1963

For the Government of Laos:

TIAO KHAMPAN August 12, 1963

For the Government of Lebanon:

I AHDAB August 12, 1963

For the Government of Nicaragua:

GUILLERMO SEVILLA-SACASA August 13, 1963

For the Government of Jamaica:

NEVILLE ASHENHEIM August 13, 1963

For the Government of Iraq:

ADNAN PACHACHI
[Facsimile signature
in Arabic also.]

August 13, 1963

For the Government of the Syrian Arab Republic:

OMAR ABOU RICHÉ

August 13, 1963

For the Government of Costa Rica:

GONZALO J FACIO

August 13, 1963

For the Government of Spain:

ANTONIO GARRIGUES

August 13, 1963

For the Government of Japan:

RYUJI TAKEUCHI

August 14, 1963

For the Government of Pakistan:

G AHMED

August 14, 1963

For the Government of Burma:

ON SEIN

August 14, 1963

For the Government of Algeria:

MOHAMED HOUARI

August 14, 1963

For the Government of Paraguay:

JULIO C GUTIERREZ

August 15, 1963

For the Government of Venezuela:

E TEJERA-P.

August 16, 1963

For the Government of Colombia:

EDUARDO URIBE BOTERO

August 16, 1963

For the Government of Libya:

TAGEDDIN JERBI

August 16, 1963

For the Government of the Federal Republic of Germany:

K. H. KNAPPSTEIN

August 19, 1963

For the Government of the Somali Republic:

OMAR MOHALLIM

August 19, 1963

For the Government of Kuwait:

T. GHOUSSAIN

[Facsimile signature
in Arabic also.]

August 20, 1963

For the Government of El Salvador:

F. R. LIMA

August 21, 1963

For the Government of Ceylon:

M. F. DE S. JAYARATNE

August 22, 1963

For the Government of Mali:

OUMAR Sow

August 23, 1963

For the Government of Peru:

F BERCKEMEYER

August 23, 1963

For the Government of the Republic of China:

TINGFU F. TSIANG

[Facsimile signature
in Chinese also.]

August 23, 1963

For the Government of Indonesia:

Z ZAIN

August 23, 1963

For the Government of Chad:

MALICK Sow

August 26, 1963

For the Government of Switzerland:

H. K. FREY

August 26, 1963

For the Government of Morocco:

ABDESSADEQ EL MAZOUARI EL GLAOUI

August 27, 1963

For the Government of Dahomey:

G POGNON

August 27, 1963

For the Government of Cameroon:

J. KUOH

August 27, 1963

For the Government of Uganda:

APOLLO K KIRONDE August 29, 1963

For the Government of the Republic of Korea:

KIM CHONG YUL August 30, 1963

For the Government of Nepal:

M. P. KOIRALA August 30, 1963

For the Government of Upper Volta:

JOHN B. KABORÉ August 30, 1963

For the Government of Luxembourg:

G. HEISBOURG September 3, 1963

For the Government of the Federation of Nigeria:

ANUCHA WACHUKU September 4, 1963

For the Government of the Ivory Coast:

KONAN BÉDIÉ September 5, 1963

For the Government of Western Samoa:

G. R LAKING September 6, 1963

For the Government of the Yemen Arab Republic:

MOHSIN A. ALAINI September 6, 1963

For the Government of Gabon:

A ISSEMBÉ September 10, 1963

For the Government of Austria:

WILFRIED PLATZER September 11, 1963

For the Government of Sierra Leone:

R. E. KELFA-CAULKER September 11, 1963

For the Government of Mauritania:

M N KOCHMAN September 13, 1963

For the Government of the Dominican Republic:

E. A. ROSARIO C. September 16, 1963

For the Government of San Marino:

FRANCO FIORIO September 17, 1963

For the Government of Togo:

G APEDO-AMAIH September 18, 1963

For the Government of Tanganyika:

ERASTO A M MANG'ENYA September 18, 1963

For the Government of Rwanda:

MPAKANIYE LAZARE September 19, 1963

For the Government of Panama:

A. G. ARANGO September 20, 1963

For the Government of Senegal:

OUSMANE SOCÉ DIOP September 20, 1963

For the Government of the Malagasy Republic:

LOUIS RAKOTOMALALA September 23, 1963

For the Government of Guatemala:

CARLOS GARCÍA-BAUER September 23, 1963

For the Government of Niger:

A. SIDIKOU September 24, 1963

For the Government of Ecuador:

JOSÉ ANTONIO CORREA September 27, 1963

For the Government of Viet-Nam:

N. P. BUU-HOÏ October 1, 1963

For the Government of Burundi:

PIE MASUMBUKO October 4, 1963

For the Government of Portugal:

J. DE MENEZES ROSA October 9, 1963

For the Government of Haiti:

ROBERT THÉARD October 9, 1963

UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND

Tracking Station in Bermuda

*Agreement amending and extending the agreement
of March 15, 1961.*

Effectuated by exchange of notes

*Signed at London September 23, 1963;
Entered into force September 23, 1963.*

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

No. 19

LONDON, September 23, 1963

MY LORD

I have the honor to refer 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, effected by an Exchange of Notes signed at Washington on the 15th of March, 1961, [1] under which co-operation was extended by the Government of the United Kingdom in authorizing the establishment of a tracking and communications facility in Bermuda by the National Aeronautics and Space Administration, the co-operating agency of my Government. In consideration of the successful achievement of the initial objectives of the program for which this facility was established and its contributions to the open conduct of peaceful space research the Government of the United States proposes that the co-operation noted above be extended to accommodate continued development of experimental programs of a peaceful and scientific character contributing to manned and unmanned flight, including the provision of such additional equipment as may be required at the facility consistent with these purposes.

It is understood that except as modified herein the provisions set forth in the above-mentioned Exchange of Notes of the 15th of March, 1961, shall continue to apply to the program of co-operation provided for by this present Note.

If the foregoing is acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, I propose that this Note and your reply to that effect shall constitute an Agreement be-

¹ TIAS 4701, 12 UST 235.

tween our two Governments which shall enter into force on the date of your reply.

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

G. LEWIS JONES
Charge d'Affaires ad Interim

The Right Honourable,
EARL OF HOME, K.T.,
*Secretary of State for Foreign Affairs,
Foreign Office, S. W. 1.*

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

FOREIGN OFFICE, S.W. 1.

No. GP 1191/8

September 23, 1963.

SIR,

I have the honour to acknowledge receipt of your Note of the 23rd of September 1963, proposing an extension of the Agreement covering the operations by the United States National Aeronautics and Space Administration of a satellite tracking and communications facility in Bermuda, which reads as follows:—

"I have the honor to refer to the Agreement between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland, effected by an Exchange of Notes signed at Washington on the 15th of March, 1961, under which co-operation was extended by the Government of the United Kingdom in authorizing the establishment of a tracking and communications facility in Bermuda by the National Aeronautics and Space Administration, the co-operating agency of my Government. In consideration of the successful achievement of the initial objectives of the program for which this facility was established and its contributions to the open conduct of peaceful space research, the Government of the United States proposes that the co-operation noted above be extended to accommodate continued development of experimental programs of a peaceful and scientific character contributing to manned and unmanned flight, including the provision of such additional equipment as may be required at the facility consistent with these purposes.

It is understood that except as modified herein the provisions set forth in the above-mentioned Exchange of Notes of the 15th of March, 1961, shall continue to apply to the program of co-operation provided for by this present Note.

If the foregoing is acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, I propose that

this Note and your reply to that effect shall constitute an Agreement between our two Governments which shall enter into force on the date of your reply."

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

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

(For the Secretary of State)

R. F. G. SARELL

The Honourable G. LEWIS JONES,
etc., etc., etc.,
24/31 Grosvenor Square, W.1.

JAMAICA

Trade in Cotton Textiles

*Agreement effected by exchange of notes
Signed at Kingston October 1, 1963;
Entered into force October 1, 1963.*

The American Ambassador to the Prime Minister and Minister of External Affairs of Jamaica

No. 13

KINGSTON, October 1, 1963

EXCELLENCY:

I have the honor to refer to recent discussions in Kingston between representatives of the Governments of Jamaica and the United States of America concerning exports of cotton textiles from Jamaica to the United States.

As a result of those discussions, I have the honor to make the following proposals for a bilateral agreement relating to trade in cotton textiles between Jamaica and the United States.

1. The Government of Jamaica shall limit its exports in all categories of cotton textiles to the United States for the twelve month period beginning October 1, 1963, to an aggregate limit of 18.5 million square yards equivalent.

2. Within this aggregate limit, the following specific ceilings shall apply:

a. Category 46	384,000 dozen
b. Category 48	8,000 dozen
c. Category 50	48,000 dozen
d. Category 51	110,000 dozen
e. Category 52	80,000 dozen
f. Category 61	381,000 dozen

3. The square yard equivalent of any shortfalls occurring in exports in the categories with specific ceilings may be used in any category not having a specific ceiling. Annual exports in categories not having a specific ceiling shall not exceed 350,000 square yards equivalent except by mutual agreement of the two Governments.

4. With the exception of seasonal items, the Government of Jamaica shall space its annual exports within each category to the United States on a cumulative, quarterly percentage basis of 30-55-80-100.

5. In the event concentration in exports from Jamaica to the United States in any fabric or fabrics within certain categories causes or threatens to cause market disruption in the United States, the Government of the United States may call for consultations with the Government of Jamaica in order to reach a mutually satisfactory solution to the problem. The Government of Jamaica shall agree to enter into such consultations and during the course of the consultations, the Government of Jamaica shall limit its exports of the item in question at an annual level of 105% of its exports during the twelve month period immediately preceding the month in which consultations are requested.

6. Each Government agrees to supply promptly any available statistical data requested by the other Government. In the implementation of this agreement the system of categories annexed to the Arrangements Regarding International Trade in Cotton Textiles done at Geneva on July 21, 1961, [¹] shall apply. In categories where units other than square yards are used, the conversion into square yard equivalents shall be made on the basis of the factors listed in the Annex attached to this Agreement.

7. During the life of this agreement the United States Government shall not invoke the procedures of Articles 6(c) and 3 of the Long-Term Arrangements Regarding International Trade in Cotton Textiles done at Geneva on February 9, 1962, [²] to limit imports of cotton textiles from Jamaica into the United States.

8. The limitations on exports established in paragraphs 1, 2 and 3 of this Agreement shall be increased by 5% for the twelve month period beginning October 1, 1964 and by 5% for each subsequent twelve month period during the life of this Agreement; provided that the increase applicable to categories 46 and 61 shall be 3% for the twelve month period beginning October 1, 1964 and 5% for each subsequent twelve month period.

9. The life of this Agreement shall continue until and including September 30, 1967; provided that either Government may propose revisions in the terms of the Agreement no later than ninety days prior to the beginning of a new twelve month period; and provided further that either Government may terminate this Agreement, effective at the beginning of a new twelve month period, by written notice to the other Government given at least ninety days prior to the beginning of such new twelve month period.

10. In order that the effective dates of the restraints presently in effect may be modified to coincide with annual periods applicable in this Agreement, the following modifications shall be made in the restraint levels:

- a. Category 46: from 360,000 dozen to 330,000 dozen
- b. Category 48: from 8,000 dozen to 4,670 dozen
- c. Category 50: from 48,000 dozen to 44,000 dozen

¹ TIAS 4884; 12 UST 1678.

² TIAS 5240; 13 UST 2672.

- d. Category 51: from 110,000 dozen to 64,170 dozen
- e. Category 61: from 360,000 dozen to 330,000 dozen

These modified levels shall be effective for the periods beginning with the applicable dates of restraint until and including September 30, 1963. Exports during these periods in excess of the modified levels shall be counted against the appropriate ceilings for the twelve month period beginning October 1, 1963.

If these proposals are acceptable to the Government of Jamaica, this note and your note of acceptance on behalf of your Government shall form a bilateral agreement between our Governments.

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

WILLIAM C. DOHERTY

Enclosure:

Annex to Bilateral Cotton Textile Agreement

His Excellency

Sir ALEXANDER BUSTAMANTE,
Prime Minister
and Minister of External Affairs of Jamaica,
Kingston.

ANNEX TO BILATERAL COTTON TEXTILE AGREEMENT—SYSTEM OF
 CATEGORIES AND CONVERSION FACTORS

Category No.	Description	Unit	Conversion Factor
1.	Cotton yarn, carded, singles, not ornamented, etc.	Lb.	4.6
2.	Cotton yarn, plied, carded, not ornamented, etc.	Lb.	4.6
3.	Cotton yarn, singles, combed, not ornamented, etc.	Lb.	4.6
4.	Cotton yarn, plied, combed, not ornamented, etc.	Lb.	4.6
5.	Ginghams, carded yarn	Sq. Yds.	Not required
6.	Ginghams, combed yarn	Sq. Yds.	Not required
7.	Velveteens	Sq. Yds.	Not required
8.	Corduroy	Sq. Yds.	Not required
9.	Sheeting, carded yarn	Sq. Yds.	Not required
10.	Sheeting, combed yarn	Sq. Yds.	Not required
11.	Lawns, carded yarn	Sq. Yds.	Not required
12.	Lawns, combed yarn	Sq. Yds.	Not required
13.	Voiles, carded yarn	Sq. Yds.	Not required
14.	Voiles, combed yarn	Sq. Yds.	Not required
15.	Poplin and Broadcloth, carded yarn	Sq. Yds.	Not required
16.	Poplin and broadcloth, combed yarn	Sq. Yds.	Not required
17.	Typewriter ribbon cloth	Sq. Yds.	Not required
18.	Print cloth type shirting, 80x80 type, carded yarn	Sq. Yds.	Not required

TIAS 5485

**ANNEX TO BILATERAL COTTON TEXTILE AGREEMENT—SYSTEM OF
CATEGORIES AND CONVERSION FACTORS—Continued**

Category No.	Description	Unit	Conversion Factor
19.	Print cloth type shirting, other than 80x80 type, carded yarn	Sq. Yds.	Not required
20.	Shirting, carded yarn	Sq. Yds.	Not required
21.	Shirting, combed yarn	Sq. Yds.	Not required
22.	Twill and sateen, carded yarn	Sq. Yds.	Not required
23.	Twill and sateen, combed yarn	Sq. Yds.	Not required
24.	Yarn-dyed fabrics, except ginghams, carded yarn	Sq. Yds.	Not required
25.	Yarn-dyed fabrics, except ginghams, combed yarn	Sq. Yds.	Not required
26.	Fabrics, n.e.s., carded yarn	Sq. Yds.	Not required
27.	Fabrics, n.e.s., combed yarn	Sq. Yds.	Not required
28.	Pillowcases, plain, carded yarn	Numbers	1. 084
29.	Pillowcases, plain, combed yarn	Numbers	1. 084
30.	Dish towels	Numbers	. 348
31.	Towels, other than dish towels	Numbers	. 348
32.	Handkerchiefs	Dozen	1. 66
33.	Table damasks and manufactures of	Lb.	3. 17
34.	Sheets, carded yarn	Number	6. 2
35.	Sheets, combed yarn	Number	6. 2
36.	Bedspreads	Number	6. 9
37.	Braided and woven elastics	Lb.	4. 6
38.	Fishing nets	Lb.	4. 6
39.	Gloves and mittens	Dozen	3. 527
40.	Hose and half hose	Dozen prs.	4. 6
41.	Men's and boys' all white T shirts, knit or crocheted	Dozen	7. 234
42.	Other T shirts	Dozen	7. 234
43.	Knitshirts, other than T shirts and Sweatshirts (including infants)	Dozen	7. 234
44.	Sweaters and cardigans	Dozen	36. 8
45.	Men's and boys' shirts, dress, not knit or crocheted	Dozen	22. 186
46.	Men's and boys' shirts, sport, not knit or crocheted	Dozen	24. 457
47.	Men's and boys' shirts, work, not knit or crocheted	Dozen	22. 186
48.	Raincoats, $\frac{3}{4}$ length or over	Dozen	50. 0
49.	All other coats	Dozen	32. 5
50.	Men's and boys' trousers, slacks and shorts (outer) not knit or crocheted	Dozen	17. 797
51.	Women's, misses' and children's trousers, slacks and shorts (outer), not knit or crocheted	Dozen	17. 797
52.	Blouses, and blouses combined with skirts, trousers or shorts	Dozen	14. 53
53.	Women's, misses', children's and infants' dresses (including nurses' and other uniform dresses), not knit or crocheted	Dozen	45. 3

**ANNEX TO BILATERAL COTTON TEXTILE AGREEMENT—SYSTEM OF
CATEGORIES AND CONVERSION FACTORS—Continued**

Category No.	Description	Unit	Conversion Factor
54.	Playsuits, sunsuits, washsuits, creepers, rompers, etc. (except blouse and shorts; blouse and trouser; or blouse, shorts and skirt sets)	Dozen	25.0
55.	Dressing gowns, including bathrobes and beachrobes lounging gowns, dusters and housecoats, not knit or crocheted	Dozen	51.0
56.	Men's and boys' undershirts, (not T shirts)	Dozen	9.2
57.	Men's and boys' briefs and undershorts	Dozen	11.25
58.	Drawers, shorts and briefs (except men's and boys' briefs), knit or crocheted	Dozen	5.0
59.	All other underwear, not knit or crocheted	Dozen	16.0
60.	Nightwear and pajamas	Dozen	51.96
61.	Brassieres and other body supporting garments	Dozen	4.75
62.	Other knitted or crocheted clothing	Units or Lbs.	4.6
63.	Other clothing, not knit or crocheted	Units or Lbs.	4.6
64.	All other cotton textile items	Units or Lbs.	4.6

The Prime Minister and Minister of External Affairs of Jamaica to the American Ambassador

JAMAICAN FOREIGN SERVICE

MINISTRY OF EXTERNAL AFFAIRS

KINGSTON

JAMAICA.

1st October, 1963.

EXCELLENCY,

I have the honour to refer to your note of the 1st October, 1963, setting out your Government's proposals for a bilateral agreement on the trade in cotton textiles between the United States and Jamaica as follows:—

1. The Government of Jamaica shall limit its exports in all categories of cotton textiles to the United States for the twelve month period beginning October 1, 1963, to an aggregate limit of 18.5 million square yards equivalent.

2. Within this aggregate limit, the following specific ceilings shall apply:

- | | |
|----------------|---------------|
| a. Category 46 | 384,000 dozen |
| b. Category 48 | 8,000 dozen |
| c. Category 50 | 48,000 dozen |

d. Category 51	110,000 dozen
e. Category 52	80,000 dozen
f. Category 61	381,000 dozen

3. The square yard equivalent of any shortfalls occurring in exports in the categories with specific ceilings may be used in any category not having a specific ceiling. Annual exports in categories not having a specific ceiling shall not exceed 350,000 square yards equivalent except by mutual agreement of the two Governments.

4. With the exception of seasonal items, the Government of Jamaica shall space its annual exports within each category to the United States on a cumulative, quarterly percentage basis of 30-55-80-100.

5. In the event concentration in exports from Jamaica to the United States in any fabric or fabrics within certain categories causes or threatens to cause market disruption in the United States, the Government of the United States may call for consultations with the Government of Jamaica in order to reach a mutually satisfactory solution to the problem. The Government of Jamaica shall agree to enter into such consultations and during the course of the consultations, the Government of Jamaica shall limit its exports of the item in question at an annual level of 105% of its exports during the twelve month period immediately preceding the month in which consultations are requested.

6. Each Government agrees to supply promptly any available statistical data requested by the other Government. In the implementation of this agreement the system of categories annexed to the Arrangements Regarding International Trade in Cotton Textiles done at Geneva on July 21, 1961, shall apply. In categories where units other than square yards are used, the conversion into square yard equivalents shall be made on the basis of the factors listed in the Annex attached to your Note.

7. During the life of this agreement the United States Government shall not invoke the procedures of Articles 6(c) and 3 of the Long-Term Arrangements Regarding International Trade in Cotton Textiles done at Geneva on February 9, 1962, to limit imports of cotton textiles from Jamaica into the United States.

8. The limitations on exports established in paragraphs 1, 2 and 3 of this Agreement shall be increased by 5% for the twelve month period beginning October 1, 1964 and by 5% for each subsequent twelve month period during the life of this Agreement; provided that the increase applicable to categories 46 and 61 shall be 3% for the twelve month period beginning October 1, 1964 and 5% for each subsequent twelve month period.

9. The life of this Agreement shall continue until and including September 30, 1967; provided that either Government may propose revisions in the terms of the Agreement no later than ninety days prior to the beginning of a new twelve month period; and provided further that either Government may terminate this Agreement,

effective at the beginning of a new twelve month period, by written notice to the other Government given at least ninety days prior to the beginning of such new twelve month period.

10. In order that the effective dates of the restraints presently in effect may be modified to coincide with annual periods applicable in this Agreement, the following modifications shall be made in the restraint levels:

- a. Category 46: from 360,000 dozen to 330,000 dozen
- b. Category 48: from 8,000 dozen to 4,670 dozen
- c. Category 50: from 48,000 dozen to 44,000 dozen
- d. Category 51: from 110,000 dozen to 64,170 dozen
- e. Category 61: from 360,000 dozen to 330,000 dozen

These modified levels shall be effective for the periods beginning with the applicable dates of restraint until and including September 30, 1963. Exports during these periods in excess of the modified levels shall be counted against the appropriate ceilings for the twelve month period beginning October 1, 1963.

I have the honour to inform you that these proposals are acceptable to the Government of Jamaica.

It is therefore agreed that your note and this note of acceptance shall form a bilateral agreement between our Governments.

With renewed assurances of my highest consideration.

I have the honour to be,

Sir,

Your obedient servant,

ALEXANDER BUSTAMANTE
Prime Minister
and Minister of External Affairs.

His Excellency

Mr. WILLIAM C. DOHERTY,
American Ambassador,
Kingston.

ICELAND

Trade

Agreement replacing Schedule II annexed to the agreement of August 27, 1943.

Effectuated by exchange of notes

Dated at Reykjavik July 12 and 15, 1963;

Entered into force July 15, 1963.

The American Embassy to the Icelandic Ministry for Foreign Affairs

No. 5

The Embassy of the United States of America presents its compliments to the Ministry for Foreign Affairs of Iceland and has the honor to refer to the Embassy's Notes No. 2 of July 8, 1963, and No. 54 of June 12, 1963,[¹] as well as conversations which have been held between representatives of the Government of the United States and the Government of Iceland with respect to Schedule II to the trade agreement between the United States and Iceland, which was signed on August 27, 1943.[²]

It is the understanding of the Government of the United States that, in order to reflect the nomenclature of the revised Tariff Schedules of the United States, a transposition to the new nomenclature will be made in Schedule II and that it is mutually agreed that Schedule II, being equally authentic in the English and Icelandic languages, annexed to this note shall replace Schedule II annexed to the 1943 trade agreement on and after the date on which the Tariff Schedules of the United States become effective.^[3]

If the above also represents the Ministry's understanding of these conversations, and it is agreeable to the Government of Iceland, it is proposed that this note and the Ministry's reply so indicating will constitute an agreement between the Governments of the United States and Iceland.

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

EMBASSY OF THE UNITED STATES OF AMERICA,
Reykjavik, July 12, 1963.

¹ Not printed.

² EAS 342; 57 Stat. 1094.

³ Aug. 31, 1963. See Proclamation No. 3548 of Aug. 21, 1963; 28 Fed. Reg. 9279.

UNITED STATES SCHEDULE OF CONCESSIONS ANNEXED TO TRADE
AGREEMENT WITH ICELAND

SCHEDULE II

(See notes at the end of this Schedule)

TSUS Item No.	Description of Products	Rate of Duty
	Fish, dried, whether or not whole, but not otherwise prepared or preserved, and not in airtight containers: 111. 10 Cod, cusk, haddock, hake, and pollock 111. 15 Shark fins 111. 18 Other	1.25¢ per lb. 0.625¢ per lb. 0.625¢ per lb.
	Fish, salted or pickled, whether or not whole, but not otherwise prepared or preserved, and not in airtight containers: 111. 32 Herring: In bulk or in immediate containers weighing with their contents over 15 pounds each	0.5¢ per lb.
	Fish, smoked or kippered, whether or not whole, but not otherwise prepared or preserved, and not in airtight containers: 111. 84 Mackerel 111. 92 Other	12.5% ad val. 12.5% ad val.
	Fish, prepared or preserved in any manner, not in oil, in airtight containers: 112. 05 Bonito and yellowtail Herring: In containers weighing with their contents not over 15 pounds each: 112. 10 Other 112. 14 Pollock Sardines: In containers weighing with their contents not over 15 pounds each: 112. 20 In immediate containers weighing with their contents under 8 ounces each	12.5% ad val. 12.5% ad val.
	112. 22 Other 112. 36 Other	12.5% ad val. 12.5% ad val. 12.5% ad val.
	Fish, prepared or preserved in any manner, in oil, in airtight containers: 112. 48 Pollock: Smoked	15% ad val.

**UNITED STATES SCHEDULE OF CONCESSIONS ANNEXED TO TRADE
AGREEMENT WITH ICELAND—Continued**

SCHEDULE II—Continued

(See notes at the end of this Schedule)

TSUS Item No.	Description of Products	Rate of Duty
	Fish balls, cakes, puddings, pastes, and sauces, (including any of such articles in airtight containers): Balls, cakes, and puddings: Not in oil: In immediate containers weighing with their contents not over 15 pounds each: In airtight containers	
113. 08		12.5% ad val.
	Fish roe, fresh, chilled, frozen, prepared, or preserved: Other fish roe: Boiled and in airtight containers Other	15% ad val. 10¢ per lb.
113. 35		
113. 40		
	Other furskins, raw or not dressed, or dressed: Dressed: Not dyed: Other: Other— Lamb and sheep	
ex 124.40		12.5% ad val.
	Marine-animal oils: Fish-liver oils: Cod	
177. 02		Free
	Fish oils other than liver oils: Cod Herring	Free 1.83¢ per lb.
177. 14		
177. 22		
	Tankage; dead fish and whales; fish and whale scrap, meal and solubles; homogenized condensed fish and whales; all the foregoing not fit for human consumption: Other— Fish and whale scrap, meal and solubles; and homogenized condensed fish and whales	
ex 184. 55		Free
	Those grades of all substances (other than are described in the foregoing items of this part) used chiefly for fertilizers, or chiefly as an ingredient in the manufacture of fertilizers: Other— Fish scrap and fish meal	
ex 480. 80		Free

N O T E S

1. Products (articles) are described in this Schedule in terms of the provisions therefor in the Tariff Schedules of the United States (TSUS), modified, when appropriate, as indicated in note 2. The provisions of this Schedule shall be construed and given the same effect, and the application of the collateral provisions of the customs laws of the United States shall be determined, as if each provision of this Schedule appeared respectively in the TSUS item specified at the left of the respective product descriptions.

2. A "TSUS item" is a rate category in the TSUS. When all of a TSUS item is included in this Schedule, but different rate treatment is provided for parts of such item, the subdivisions are set forth in underscored language. When only part of a TSUS item is intended to be included in this Schedule, the item number is preceded by "ex", e.g., "ex 708.92", and (1) the part of the item included is described in one or more indented rate provisions following a superior description in terms of the pertinent TSUS item; or (2) the pertinent TSUS item description is stated with the products excluded in underscored language; or (3), where the pertinent TSUS item includes a series of named products, the products excluded are omitted from the Schedule description; or (4) any combination of such techniques.

3. Unless otherwise specifically indicated, references in the columns headed "Description of Products" and "Rate of Duty" to headnotes, parts, subparts, schedules, or items are references to headnotes, parts, subparts, schedules, and items of the TSUS.

4. In the case of any product provided for in this Schedule, which is subject on the effective date of the Agreement substituting this Schedule for the Schedule which it supersedes to any additional or separate ordinary customs duty, whether or not imposed under the TSUS item specified at the left of the product description, such separate or additional duty shall continue in force, subject to any reduction indicated in this Schedule or hereafter provided for, until terminated in accordance with law, but shall not be increased.

**LISTI YFIR UNDANÞÁGUR BANDARÍKJANNA
VIDAUÐI VIÐ VIDSKIPTASAMNINGINN VID ÍSLAND**

LISTI II

(sjá skýringar á viðfestu blaði)

Númer í tollskrá Banda- ríkjanna.	Lýsing vörð	Tollur
	Fiskur, þurrkaður, heill eða ekki, en ekki verkaður eða varinn á annan hátt, og ekki í loftþéttum umbúðum:	
111.10	Porskur, keila, ýsa, lýsingur, og lýr	1.25¢ á pund
111.15	Hákarlsuggar	0.625¢ á pund
111.18	Annar	0.625¢ á pund
	Fiskur, saltaður eða þæklaður, heill eða ekki, en ekki verkaður eða varinn á annan hátt, og ekki í loftþéttum umbúðum:	
111.32	Sild: Í lausri vikt eða næstu umbúðum, sem með innihaldi vega yfir 15 pund hver	0.5¢ á pund
	Fiskur, reyktur eða kryddreyktur, heill eða ekki, en ekki verkaður eða varinn á annan hátt, og ekki í loftþéttum umbúðum:	
111.84	Makrill	12.5% verðt.
111.92	Annar	12.5% verðt.
	Fiskur, verkaður eða varinn á hvern hátt sem er, ekki í olfu, en í loftþéttum umbúðum:	
112.05	Bonito og gulsporður	12.5% verðt.
	Sild: Í umbúðum, sem með innihaldi vega ekki meira en 15 pund hver:	
112.10	Annar	12.5% verðt.
112.14	Lýr	12.5% verðt.
	Sardfnur:	
	Í umbúðum, sem með innihaldi vega ekki yfir 15 pund hver:	
112.20	Í næstu umbúðum, sem með innihaldi vega minna en 8 únsur hver	12.5% verðt.
112.22	Aðrar	12.5% verðt.
112.36	Annar	12.5% verðt.
	Fiskur, verkaður eða varinn á hvern hátt sem er, í olfu, í loftþéttum umbúðum:	
	Lýr:	
112.48	Reyktur	15% verðt.

**LISTI YFIR UNDANPÁGUR BANDARÍKJANNA VIDAUKI VID
VIDSKIPTASAMNINGINN VID ÍSLAND—Continued**

LISTI II—Continued

(sjá skýringar á viðfestu blaði)

Númer f tollskrá Banda- ríkjanna.	Lýsing vörð	Tollur
	Fiskibollar, kökur, búðingur, mauk og sósur, (þar innifaldar allar slíkar vörur í loftþéttum umbúðum: Bollar, kökur og búðingar: Ekki í oflu: Í næstu umbúðum, sem með innihaldi vega ekki yfir 15 pund hver:	
113.08	Í loftþéttum umbúðum 12.5% verðt.	
	Fiskhrogn, ný, kæld, fryst, verkuð eða varin: Onnur fiskhrogn:	
113.35	Soðin og í loftþéttum umbúðum 15% verðt.	
113.40	Onnur 10¢ á pund	
	Onnur loðskinn, óunnin eða óverkuð, eða verkuð: Verkuð: Ólítuð: Onnur: ex 124.40 Onnur – Lamba- og sauðskinn 12.5% verðt.	
	Sjávardýra olfur: Fisklifrarlýsi: 177.02 Porskur Tollfrjáls	
	Fiskolfur aðrar en lifrarlýsi: 177.14 Porskur Tollfrjáls	
177.22	Síld 1.83¢ á pund	
	Úrgangur; dauður fiskur og hvalur; fisk- og hvalúrgangur, mjöl og upplausnir; unnin, samanþjappaður fiskur og hvalur; allt framanskráð óhæft til manneldis: ex 184.55 Annar – Fisk- og hvalúrgangur, mjöl og upplausnir; og unnin samanþjappaður fiskur og hvalur Tollfrjáls	
	Peir flokkar allra efna (annarra en þeirra, sem lýst er í framanskráðum málsgreinum þessa hluta), sem eru aðallega notuð til áburðar, eða aðallega sem hráefni til áburðarvinnslu: ex 480.80 Annað – Fiskúrgangur og fiskimjöl Tollfrjáls	

ATHUGASEMDIR

1. Allri framleiðslu (vöru) er lýst í þessum lista í samraami við skilmála og ákvæði sett í tollskrá Bandaríkjanna (TSUS), breytt þegar við á, svo sem nánar er skýrt í málsgrein 2. Ákvæði þessa lista skulu skiljast á sama veg og vera ákveðin á sama hátt og jafnhliða ákvæði í toll-lögum Bandaríkjanna, þ.e. svo sem hvert ákvæði þessa lista birtist hvert fyrir sig í tollskrá Bandaríkjanna, sem tiltekið er til vinstri handar við viðkomandi vörulýsingu.

2. Númer í tollskrá Bandaríkjanna er gjaldflokkur í tollskrá Bandaríkjanna. Þegar um er að ræða tollskrárnúmer í heild í þessum lista, en mismunandi gjaldmeðferð á við hluta af slískum tollflokk, eru undirflokkarnir birtir undirstrikaðir. Þegar ætlast er til að aðeins hluti af tollskrárnúmeri sé innifalið í þessum lista, fer "ex" á undan flokksnúmeri, t.d. "ex 708.92", og (1) hluta af flokki, sem innifalinn er, er lýst í einum eða fleiri undirflokkum, sem koma á eftir heildarlýsingu á skilmállum viðkomandi tollskrárnúmer; eða (2) viðkomandi tollskrárflokkslýsing er birt þannig, að strikað er undir undanþegnar vörur; eða (3), þar sem viðkomandi tollskrárnúmer innifelur fjölda tiltekinna vara, þá eru feldar niður úr vörulýsingunni þær vörur, sem undanþegnar eru; eða (4) hverskonar samblund slískra aðferða.

3. Nema öðruvísi sé sérstaklega tiltokið, eru tilvitnanir í dálkunum "Lýsing vörur" og "Tollur", tilvitnanir til aðalflokk, flokka, undirflokk, lista eða númera í tollskrá Bandaríkjanna.

4. Að því er varðar sérhverja vöru, sem tilgreind er í þessum lista, sem á gildistökudegi sammingsins og þessa lista, sem kemur í staðinn fyrir fyrrí lista, er háð einhverjum viðbótar eða sérstökum almennumi tolli, hvort svo sem álagður samkvæmt tollskrárnúmeri Bandaríkjanna, sem tilgreint er til vinstri við vörulýsingu, þá skulu slískir sérstakir eða viðbótartollar halda gildi sínu, þó háðir sérhverri lækkun, sem fram kemur í þessum lista, eða sem sifðar verður ákveðin, þar til feld úr gildi samkvæmt lögum, en skulu ekki hækka.

The Icelandic Ministry for Foreign Affairs to the American Embassy

UTANRÍKISRÁÐUNEYTIÐ [¹]
REYKJAVÍK

No. 28

The Ministry for Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to acknowledge receipt of the Embassy's Note No. 5, dated July 12th, 1963, reading as follows:

"The Embassy of the United States of America presents its compliments to the Ministry for Foreign Affairs of Iceland and has the honour to refer to the Embassy's Notes No. 2 of July 8, 1963, and No. 54 of June 12, 1963, as well as conversations which have been held between representatives of the Government of the United States and the Government of Iceland with respect to Schedule II to the trade agreement between the United States and Iceland, which was signed on August 27, 1943.

It is the understanding of the Government of the United States that, in order to reflect the nomenclature of the revised Tariff Schedules of the United States, a transposition to the new nomenclature will be made in Schedule II and that it is mutually agreed that Schedule II, being equally authentic in the English and Icelandic languages, annexed to this note, shall replace Schedule II annexed to the 1943 trade agreement on and after the date on which the Tariff Schedules of the United States become effective.

If the above also represents the Ministry's understanding of these conversations, and it is agreeable to the Government of Iceland, it is proposed that this note and the Ministry's reply so indicating will constitute an agreement between the Governments of the United States and Iceland."

In reply the Ministry has the honour to state, that the before mentioned proposal is acceptable to the Icelandic Government and it is agreed that the Embassy's Note and the present reply shall be regarded as constituting an agreement between the two Governments in this matter.

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

MINISTRY FOR FOREIGN AFFAIRS,
Reykjavík, July 15th, 1963.

[SEAL]

EMBASSY OF THE UNITED STATES OF AMERICA,
Reykjavík.

¹ Ministry for Foreign Affairs.

SPAIN

Defense: Military Facilities in Spain

*Joint declaration concerning the renewal of the Defense
Agreement of September 26, 1953.
Signed at New York September 26, 1963;
Entered into force September 26, 1963.
And exchanges of notes.*

JOINT DECLARATION

The Governments of the United States of America and of Spain have engaged in discussions regarding their mutual security interests and their future relations in political, military and economic matters of common concern. In affirming the importance of their bilateral Defense Agreement, [1] which will be applied in the new five year period of its validity in the spirit of this Declaration, they consider it to be necessary and appropriate that the Agreement form a part of the security arrangements for the Atlantic and Mediterranean areas.

The United States Government reaffirms its recognition of the importance of Spain to the security, well-being and development of the Atlantic and Mediterranean areas. The two governments recognize that the security and integrity of both the United States and Spain are necessary for the common security. A threat to either country, and to the joint facilities that each provides for the common defense, would be a matter of common concern to both countries, and each country would take such action as it may consider appropriate within the framework of its constitutional processes.

The two governments, on behalf of the peoples of the United States and of Spain, have reaffirmed their friendship and mutual trust, and their determination to establish a close cooperation in order to strengthen the common defense, and to continue regular consultations on all political, military and economic matters of common interest. The two governments have similarly affirmed their desire to encourage economic growth and the expansion of trade and other economic relations among nations. They have reaffirmed their recognition of

¹ Signed Sept. 26, 1953. TIAS 2850; 4 UST 1895.

the common dangers, and their determination to maintain a close working relationship on all matters affecting their common interests and security.

In order to assure continuing joint consultations on certain special matters of interest to them, the two governments have agreed upon the arrangements set forth in an exchange of notes of this date.

DEAN RUSK
*Secretary of State
of the United States
of America*

FERNANDO CASTIELLA
*Minister of Foreign Affairs
of Spain*

NEW YORK, September 26, 1963.

DECLARACION CONJUNTA

Los Gobiernos de los Estados Unidos de América y de España han establecido conversaciones relativas a sus intereses de seguridad mutua y a sus futuras relaciones en asuntos políticos, militares y económicos de común incumbencia. Al confirmar la importancia de su Convenio Defensivo bilateral, que se aplicará en su nuevo período quinquenal de vigencia conforme al espíritu de la presente Declaración, consideran que es necesario y apropiado que el Convenio forme parte de los arreglos de seguridad de las zonas del Atlántico y del Mediterráneo.

El Gobierno de los Estados Unidos reafirma su reconocimiento de la importancia de España para la seguridad, bienestar y desarrollo de las zonas del Atlántico y del Mediterráneo. Los dos Gobiernos reconocen que la seguridad e integridad tanto de los Estados Unidos como de España son necesarias para la seguridad común. Una amenaza a cualquiera de los dos países, y a las instalaciones conjuntas que cada uno de ellos proporciona para la defensa común, afectaría conjuntamente a ambos países, y cada país adoptaría aquella acción que considerase apropiada dentro del marco de sus normas constitucionales.

Los dos Gobiernos, en nombre de los pueblos de los Estados Unidos y de España, han reafirmado su amistad y confianza mutua, y su determinación de establecer una estrecha cooperación en orden a fortalecer la defensa común, así como de continuar en forma regular consultas en todas las materias políticas, militares y económicas de interés común. Los dos Gobiernos han afirmado de la misma manera su voluntad de estimular el crecimiento económico, la expansión del comercio y otras relaciones económicas internacionales. Han reafirmado su reconocimiento de los peligros comunes, y su determinación de mantener una estrecha relación de trabajo en todas las materias que afecten a sus intereses y seguridad comunes.

A fin de asegurar la continuidad de consultas conjuntas sobre determinadas materias especiales de interés para ambos, los dos Gobiernos han acordado el procedimiento que se establece por Canje de Notas de la presente fecha.

DEAN RUSK
*Secretario de Estado
de los Estados Unidos de
América*

FERNANDO CASTIELLA
*Ministro de Asuntos
Exteriores de España*

NEW YORK, 26 de septiembre de 1963.

*The Secretary of State to the Minister of Foreign Affairs of Spain*DEPARTMENT OF STATE
WASHINGTON**EXCELLENCY:**

I have the honor to refer to discussions which have recently taken place concerning the mutual desire of the Government of the United States of America and the Government of Spain to develop arrangements, within the limits of their respective constitutional processes, which would enable the two Governments, through liaison and consultation on defense matters of mutual concern, and in accordance with the spirit of the Joint Declaration of this date, to carry out more effectively the specified purposes and objectives of the Defense Agreement of September 26, 1953, and its attendant technical and procedural agreements, and thereby improve and enhance their common defense; and to confirm the understandings reached as a result of these discussions, as follows:

1. There is hereby established a joint United States-Spanish Consultative Committee on Defense Matters with headquarters in Madrid.
2. The Committee for the sessions cited in numbered paragraph 4 shall be composed of:
 - (a) For Spain:
 - (1) Co-chairman of the Committee: The designee of the Spanish Government.
 - (2) Members: The designees of the Spanish Government.
 - (b) For the United States:
 - (1) Co-chairman of the Committee: The Chief of the Joint United States Military Group.
 - (2) Members: The Commanding General 16th Air Force, the Commander United States Naval Activities in Spain, the Commander 65th Air Division, and the Deputy Chief, United States Military Assistance Advisory Group.
3. The Committee and members thereof shall be assisted by such staff, military or civilian, as they consider appropriate.
4. The Committee shall in principle meet at monthly intervals, to consider military matters of mutual concern, so as to develop and improve through continuing military cooperation the security and effectiveness of jointly utilized facilities in Spain. The United States Ambassador to Spain, or his designee, may participate in its deliberations.
5. At the request of either Government special meetings of the Committee may be held from time to time in Madrid or in Washington

which may be attended by the Foreign or other Ministers, or other high officials, of either Government.

6. The Committee by agreement between the Co-chairmen shall decide on matters within its competence as defined in paragraph 4 above and, when necessary, will recommend to the respective Governments how best to resolve in the mutual interest of the two countries such problems as may arise in connection with the operation of the facilities in Spain provided under the terms of agreements between the two Governments, matters arising from the operation of the Mutual Defense Assistance Agreement,^[1] and such other matters as either Government may direct the Committee to consider.

7. All Committee deliberations shall be held in closed session and the release of any public information shall be as mutually agreed by the Co-chairmen.

8. The Spanish Government shall provide suitable offices for the Committee. The Co-chairmen shall decide upon the necessary clerical and administrative support, the keeping of permanent records of the Committee, and the functioning of a joint military secretariat.

If the foregoing is acceptable to Your Excellency's Government, I have the honor to propose that this note and Your Excellency's reply indicating concurrence shall constitute an agreement between our two Governments on this matter.

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

DEAN RUSK

His Excellency

FERNANDO MARIA CASTIELLA Y MAIZ,
Minister of Foreign Affairs of Spain.

The Minister of Foreign Affairs of Spain to the Secretary of State

EL MINISTRO DE ASUNTOS EXTERIORES

WASHINGTON, 26 de septiembre de 1963

SEÑOR SECRETARIO DE ESTADO:

Tengo a honra acusar recibo a su carta de esta fecha, que dice así:

"Excelencia:

Tengo a honra referirme a las conversaciones celebradas recientemente sobre el mutuo deseo del Gobierno de España y del Gobierno de los Estados Unidos de América de establecer procedimientos, dentro de los límites de sus normas constitucionales, que permitan a los dos Gobiernos, mediante enlace y consulta en materias de defensa de mutuo interés, y de conformidad con el espíritu de la Declaración Conjunta de la presente fecha, llevar a cabo más eficazmente las finalidades y objetivos

¹ Signed Sept. 26, 1953. TIAS 2849; 4 UST 1876.

especificados en el Convenio Defensivo de 26 de septiembre de 1953, y en sus Acuerdos Técnicos y de Procedimiento anejos, mejorando y reforzando de esta forma su defensa común; y confirmar el entendimiento alcanzado como resultado de tales conversaciones, en los siguientes términos:

1. Se establece por el presente documento un Comité Consultivo Conjunto Hispano-Norteamericano sobre materias de defensa, con sede en Madrid.

2. El Comité se compondrá en las sesiones previstas en el apartado 4, de:

(a) Por parte de España:

(1) Co-Presidente del Comité: El que designe el gobierno español.

(2) Miembros: los que designe el Gobierno español.

(b) Por parte de los Estados Unidos:

(1) Co-Presidente del Comité: El Jefe del Grupo Militar Conjunto Norteamericano.

(2) Miembros: El General Jefe de la XVI Fuerza Aérea, el Jefe de Actividades Navales Norteamericanas en España, el Jefe de la 65 División Aérea y el Jefe Adjunto del Grupo Asesor de Asistencia Militar Norteamericana.

3. El Comité y sus miembros estarán asistidos del personal, militar o civil, que consideren adecuado.

4. El Comité se reunirá, en principio, con intervalos mensuales, para considerar asuntos militares de mutuo interés, con objeto de desarrollar y mejorar, mediante una continua cooperación militar, la seguridad y efectividad de las instalaciones de utilización conjunta en España. El Embajador de los Estados Unidos en España, o la persona que designe, podrá participar en sus deliberaciones.

5. A requerimiento de cualquiera de los dos Gobiernos podrán celebrarse de tiempo en tiempo reuniones especiales del Comité en Madrid o en Washington, a las que podrán asistir los Ministros de Asuntos Exteriores, otros Ministros, u otros altos funcionarios, de uno u otro Gobierno.

6. Por acuerdo entre los Co-Presidentes, el Comité decidirá sobre materias de su competencia según queda definida en el anterior apartado 4 y, cuando fuese necesario, recomendará a los Gobiernos respectivos la mejor forma de resolver, en el interés mutuo de los dos países, aquellos problemas que puedan surgir en relación con la utilización de las instalaciones en España establecidas según los términos acordados entre los dos Gobiernos, los asuntos que surjan del desarrollo del Convenio de Ayuda para la Mutua Defensa, y cualesquiera otros asuntos que uno u otro de los dos Gobiernos someta a la consideración del Comité.

7. Todas las deliberaciones del Comité se celebrarán en sesión secreta y cualquier información pública que se facilite deberá contar con la aprobación de los dos Co-Presidentes.

8. El Gobierno español facilitará locales adecuados para el Comité. Los Co-Presidentes determinarán las necesidades de personal y administrativas, la conservación de las actas y archivos del Comité y el funcionamiento de una secretaría militar conjunta.

Si lo que antecede resulta aceptable al Gobierno de V. E. tengo a honra proponer que esta Nota y la contestación de V. E. que indique su conformidad, se consideren como acuerdo de nuestros dos Gobiernos en la materia."

Tengo a honra manifestar a V. E. la conformidad del Gobierno Español con el texto que antecede.

Aprovecho esta oportunidad, señor Secretario de Estado, para reiterar a Vuestra Excelencia las seguridades de mi más alta consideración y personal amistad.

FERNANDO CASTIELLA

Fernando María Castiella

A Su Excelencia el SECRETARIO DE ESTADO
DE LOS ESTADOS UNIDOS DE AMÉRICA.

Translation

THE MINISTER OF FOREIGN AFFAIRS

WASHINGTON, September 26, 1963

MR. SECRETARY OF STATE:

I have the honor to acknowledge receipt of your note of this date, which reads as follows:

[For the English language text of the note, see *ante*, p. 1409.]

I have the honor to inform Your Excellency that the Spanish Government agrees to the foregoing text.

I avail myself of this opportunity, Mr. Secretary of State, to renew to Your Excellency the assurances of my highest consideration and personal friendship.

FERNANDO CASTIELLA

Fernando María Castiella

His Excellency

THE SECRETARY OF STATE OF THE
UNITED STATES OF AMERICA.

The Minister of Foreign Affairs of Spain to the Secretary of State

EL MINISTRO DE ASUNTOS EXTERIORES

WASHINGTON, 26 de Septiembre de 1963.

SEÑOR SECRETARIO DE ESTADO:

La importancia de la prórroga por cinco años del Convenio Defensivo de 26 de Septiembre de 1953 entre los Gobiernos de los Estados Unidos y de España ha sido reafirmada por la Declaración Conjunta de la presente fecha. El Gobierno español desea expresar su satisfacción por el espíritu de amistad y de cooperación que ha presidido durante los últimos diez años las relaciones entre las fuerzas armadas de España y de los Estados Unidos y confía en que este mismo espíritu continuará durante el nuevo período de vigencia del Convenio.

El Gobierno español entiende que el Gobierno de los Estados Unidos, a reserva de la acción que adopte el Congreso, concederá apoyo, a nivel apropiado, al esfuerzo defensivo español, haciendo asequible asistencia militar a las fuerzas armadas españolas.

El Gobierno español confía en que la continuación de una estrecha relación técnica y científica entre ambos países habría de contribuir a lograr una rápida y eficaz modernización de las fuerzas armadas e industrias militares españolas, todo ello dentro del marco de las posibilidades económicas y financieras de España.

Aprovecho esta oportunidad, señor Secretario de Estado, para reiterar a Vuestra Excelencia las seguridades de mi más alta consideración y personal amistad.

FERNANDO CASTIELLA

Fernando M^a Castiella.

A Su Excelencia el SECRETARIO DE ESTADO
DE LOS ESTADOS UNIDOS DE AMÉRICA.

Translation

THE MINISTER OF FOREIGN AFFAIRS

WASHINGTON, September 26, 1963

MR. SECRETARY OF STATE:

The importance of the renewal for five years of the Defense Agreement of September 26, 1953, between the Governments of the United States and Spain has been reaffirmed by the Joint Declaration of this date. The Spanish Government wishes to express its satisfaction with the spirit of friendship and cooperation that has prevailed during the past ten years in the relationship between the armed forces of Spain and the United States and is confident that this same spirit will continue during the new term of the Agreement.

The Spanish Government understands that the United States Government, subject to Congressional action, will provide support,

at an appropriate level, to the Spanish defense effort, by making available military assistance to the Spanish armed forces.

The Spanish Government is confident that the continuation of a close technical and scientific relationship between both countries would contribute to the achievement of a rapid and efficient modernization of the Spanish armed forces and military industries, within the framework of the economic and financial possibilities of Spain.

I avail myself of this opportunity, Mr. Secretary of State, to renew to Your Excellency the assurances of my highest consideration and personal friendship.

FERNANDO CASTIELLA

Fernando M^a Castiella.

His Excellency

THE SECRETARY OF STATE OF THE
UNITED STATES OF AMERICA.

The Secretary of State to the Minister of Foreign Affairs of Spain

THE SECRETARY OF STATE

WASHINGTON

September 26, 1963

DEAR MR. MINISTER:

The United States Government is pleased to acknowledge receipt of your letter of this date concerning the spirit of friendship and cooperation that has prevailed during the past ten years in the relationship between the armed forces of Spain and the United States. The United States Government appreciates the sentiments set forth in your letter and wishes to report, on its part, its complete satisfaction with the relationship.

In connection with the renewal for five years of the Defense Agreement of September 26, 1953, the United States Government confirms the understanding of the Spanish Government that, subject to Congressional action, the United States Government will provide support to the Spanish defense efforts, at an appropriate level, by making available military assistance to the Spanish armed forces. The United States Government also looks forward to the continuation, within the framework of this military assistance program, of a close technical and scientific relationship between both countries which would contribute to the achievement of a rapid and efficient modernization of the Spanish armed forces and military industries.

Sincerely yours,

DEAN RUSK

His Excellency

Sr. Don FERNANDO MARIA CASTIELLA,
Minister for Foreign Affairs
of Spain.

UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND

Tracking Station on Canton Island

Agreement extending and modifying the agreement of April 6, 1961.

Effectuated by exchange of notes

Signed at London September 23, 1963;

Entered into force September 23, 1963.

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

No. 20

LONDON, September 23, 1963

MY LORD:

I have the honor to refer 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 effected by an Exchange of Notes signed at London on the 6th of April, 1961, [¹] under which co-operation was extended by the Government of the United Kingdom in authorizing the establishment of a space vehicle tracking and communications station on Canton Island by the National Aeronautics and Space Administration, the co-operating agency of my Government. In consideration of the successful achievement of the initial objectives of the program for which this facility was established and its contributions to the open conduct of peaceful space research, and in accordance with the provisions of paragraph 15(a) of the Agreement of the 6th of April, 1961, the Government of the United States proposes that the co-operation noted above be extended to accommodate continued development of experimental programs of a peaceful and scientific character contributing to manned and unmanned flight, including the provision of such additional equipment as may be required at the facility consistent with these purposes.

It is understood that except as modified herein the provision set forth in the above-mentioned Exchange of Notes of the 6th of April, 1961, shall continue to apply to the program of co-operation provided for by this present Note.

The program of co-operation provided for herein shall, subject to the availability of funds, remain in effect for a period of eight years

¹ TIAS 4718; 12 UST 313.

from the date of entry into force of this Agreement and may be extended as mutually agreed by the two Governments.

Should changed conditions alter requirements for the station at any time prior to the end of the stated period, the Government of the United States may terminate its use of the station after giving ninety days' advance written notice to the Government of the United Kingdom and Northern Ireland.

If the foregoing is acceptable to the Government of Great Britain and Northern Ireland, I propose that this Note and your reply to that effect shall constitute an Agreement between our two Governments which shall enter into force on the date of your reply.

Accept Sir, the renewed assurances of my highest consideration.

G. LEWIS JONES
Charge d'Affaires ad Interim

The Right Honourable,
EARL OF HOME, K.T.,
Secretary of State for Foreign Affairs,
Foreign Office, S. W. 1.

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

FOREIGN OFFICE, S.W.1.
September 23, 1963.

No. GP 1191/8

SIR,

I have the honour to acknowledge receipt of your Note of the 23rd of September 1963, proposing an extension of the Agreement covering the operation by the United States National Aeronautics and Space Administration of a satellite tracking and communications station in Canton Island, which reads as follows:-

"I have the honor to refer to the Agreement between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland effected by an Exchange of Notes signed at London on the 6th of April, 1961, under which co-operation was extended by the Government of the United Kingdom in authorizing the establishment of a space vehicle tracking and communications station on Canton Island by the National Aeronautics and Space Administration, the co-operating agency of my Government. In consideration of the successful achievement of the initial objectives of the program for which this facility was established and its contributions to the open conduct of peaceful space research, and in accordance with the provisions of paragraph 15(a) of the Agreement of the 6th of April, 1961, the Government of the United States proposed that the co-operation noted above be extended to accommodate continued development

of experimental programs of a peaceful and scientific character contributing to manned and unmanned flight, including the provision of such additional equipment as may be required at the facility consistent with these purposes.

It is understood that except as modified herein the provision set forth in the above-mentioned Exchange of Notes of the 6th of April, 1961, shall continue to apply to the program of co-operation provided for by this present Note.

The program of co-operation provided for herein shall, subject to the availability of funds, remain in effect for a period of eight years from the date of entry into force of this Agreement and may be extended as mutually agreed by the two Governments.

Should changed conditions alter requirements for the station at any time prior to the end of the stated period, the Government of the United States may terminate its use of the station after giving ninety days' advance written notice to the Government of the United Kingdom and Northern Ireland.

If the foregoing is acceptable to the Government of Great Britain and Northern Ireland, I propose that this Note and your reply to that effect shall constitute an Agreement between our two Governments which shall enter into force on the date of your reply."

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

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

(For the Secretary of State)

R. F. G. SARELL

The Honourable G. LEWIS JONES,
etc., etc., etc.,
24/31 Grosvenor Square, W.1.

ECUADOR

Education: Commission for Educational Exchange and Financing of Exchange Programs

*Agreement signed at Quito September 20, 1963;
Entered into force September 20, 1963.*

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF ECUADOR FOR FINANCING CERTAIN EDUCATIONAL EXCHANGE PROGRAMS.

The Government of the United States of America and the Government of Ecuador:

Desiring to promote further mutual understanding between the peoples of the United States of America and Ecuador by a wider exchange of knowledge and professional talents through educational activities:

Have agreed as follows:

ARTICLE 1

There shall be established a commission to be known as the Commission for Educational Exchange between the United States of America and Ecuador (hereinafter designated "the Commission"), which shall be recognized by the Government of the United States of America and the

ACUERDO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DEL ECUADOR PARA FINANCIAR CIERTOS PROGRAMAS DE INTERCAMBIO EDUCATIVO.

El Gobierno de los Estados Unidos de América y el Gobierno del Ecuador:

En el deseo de fomentar un mayor entendimiento entre los pueblos de Estados Unidos de América y del Ecuador mediante un intercambio más amplio de conocimientos y aptitudes profesionales, a través de actividades educativas:

Acuerdan lo siguiente:

ARTICULO 1

Se establecerá una comisión bajo el nombre de Comisión para Intercambio Educativo entre los Estados Unidos de América y el Ecuador (la misma que en lo sucesivo será designada con el nombre de "la Comisión"), que será reconocida por los Gobiernos de los Estados Unidos de América y el

Government of Ecuador as an organization created and established to facilitate the administration of an educational program to be financed by funds made available to the Commission by the Government of the United States of America.

Except as provided in Article 3 hereof the Commission shall be exempt from the domestic and local laws of the United States of America as they relate to the use and expenditure of currencies and credits for currencies for the purposes set forth in the present Agreement. The funds and property which may be acquired with the funds in furtherance of the purposes of the Agreement shall be regarded in Ecuador as property of a foreign government.

The funds made available under the present Agreement, within the conditions and limitations hereinafter set forth, shall be used by the Commission or such other instrumentality as may be agreed upon by the Government of the United States of America and the Government of Ecuador for the purposes of:

1) Financing studies, research, instruction, and other educational activities (i) of or for citizens and nationals of the United States of America in Ecuador, and (ii) of or for citizens and nationals of Ecuador in United States of America schools and institutions of learning located in or outside the United States of America;

2) Financing visits and interchanges between the United States of America and Ecuador of students, trainees, teachers, instructors and professors; and,

Ecuador como una organización creada y establecida para facilitar la administración de un programa educativo que será financiado con fondos proporcionados a la Comisión por el Gobierno de los Estados Unidos de América.

Excepto en los casos contemplados en el artículo tercero de este Acuerdo, la Comisión estará exenta de las leyes internas y locales de los Estados Unidos de América en lo que se refiere al uso y gasto de fondos destinados a los propósitos establecidos en el presente Acuerdo. Los dineros y bienes que pueden ser adquiridos con los fondos destinados a la realización de los propósitos de este Acuerdo, serán considerados en el Ecuador como bienes de un Gobierno extranjero.

Con las condiciones y limitaciones que se establecen a continuación, los fondos disponibles de conformidad con el presente Acuerdo, serán empleados por la Comisión o por cualquier otro organismo que se convenga entre el Gobierno de los Estados Unidos de América y el Gobierno del Ecuador, en las siguientes finalidades:

1) Financiar estudios, investigación, instrucción y otras actividades educativas (i) de o para ciudadanos de los Estados Unidos de América en el Ecuador, y (ii) de o para ciudadanos del Ecuador, en universidades e instituciones educativas localizadas dentro o fuera de los Estados Unidos de América;

2) Financiar visitas e intercambios entre los Estados Unidos de América y el Ecuador de estudiantes, profesionales, personas en entrenamiento, profesores, instructores y catedráticos; y,

3) Financing such other related educational and cultural programs and activities as are provided for in budgets approved in accordance with Article 3 hereof.

ARTICLE 2

In furtherance of the aforesaid purposes, the Commission may, subject to the provisions of the present Agreement, exercise all powers necessary to the carrying out of the purposes of the present Agreement, including the following:

1) Plan, adopt and carry out programs in accordance with the purposes of the present Agreement;

2) Recommend to the Board of Foreign Scholarships of the United States of America, students, trainees, professors, research scholars, teachers, instructors, resident in Ecuador, and institutions of Ecuador qualified to participate in the program;

3) Recommend to the aforesaid Board of Foreign Scholarships such qualifications for the selection of participants in the program as it may deem necessary for achieving the purposes and objectives of the present Agreement;

4) Acquire, hold, and dispose of property in the name of the Commission as the Commission may consider necessary or desirable, provided, however, that the acquisition of any real property shall be subject to the prior approval of the Secretary of State;

5) Authorize the Treasurer of the Commission or such other person as the Commission may designate to

3) Financiar otros programas educativos y culturales semejantes, contemplados en los presupuestos aprobados, según el artículo tercero de este Acuerdo.

ARTICULO 2

En apoyo de las mencionadas finalidades, la Comisión puede, sujetándose a las prescripciones del presente Acuerdo, ejercer las facultades necesarias para llevar a cabo los propósitos de este Acuerdo, incluyéndose las siguientes:

1) Planificar, adoptar, y llevar a cabo programas, de conformidad a los fines de este Acuerdo;

2) Recomendar a la Junta de Becas Extranjeras de los Estados Unidos de América estudiantes, profesionales, personas en entrenamiento, profesores, investigadores, catedráticos, instructores, residentes en el Ecuador así como instituciones del Ecuador calificadas para participar en el programa;

3) Recomendar a la mencionada Junta de Becas Extranjeras tales requisitos para la selección de los participantes en el programa, como pueda considerar necesarios para el logro de los fines y objetivos del presente Acuerdo;

4) Adquirir, conservar y disponer de bienes a nombre de la Comisión, como su Junta Directiva pueda considerar necesario o deseable, quedando entendido, sin embargo, que la adquisición de cualquier bien inmueble estará sujeta a la aprobación previa del Secretario de Estado;

5) Autorizar al tesorero de la Comisión o a cualquier otra persona que la Comisión designe, que reciba los

receive funds to be deposited in bank accounts in the name of the Treasurer of the Commission or such other person as may be designated. The appointment of the Treasurer or such designee shall be approved by the Secretary of State. The Treasurer shall deposit funds received in a depository or depositories designated by the Secretary of State.

6) Authorize the disbursement of funds and the making of grants and advances of funds for the authorized purposes of the present Agreement, including payment for transportation, tuition, maintenance and other expenses incident thereto;

7) Provide for periodic audits of the accounts of the Treasurer of the Commission as directed by auditors selected by the Secretary of State;

8) Incur administrative expenses as may be deemed necessary out of funds made available under the present Agreement;

9) Administer or assist in administering or otherwise facilitate educational and cultural programs and activities that further the purposes of the present Agreement but are not financed by funds made available under the Agreement, provided, however, that such programs and activities and the Commission's role therein shall be fully described in annual or special reports made to the Secretary of State and to the Government of Ecuador as provided in Article 6 hereof, and provided that no objection is interposed by either the Secretary of State or the Government of Ecuador to the Commission's actual or proposed role therein.

fondos para ser depositados en cuentas bancarias a nombre del Tesorero de la Comisión o de la persona que fuere designada. El nombramiento del Tesorero o de la persona que lo reemplace será aprobado por el Secretario de Estado. El Tesorero depositará los fondos recibidos en el Banco o Bancos depositarios determinados por el Secretario de Estado.

6) Autorizar el gasto de los fondos y la concesión de becas y los anticipos de fondos, para los fines autorizados en el presente Acuerdo, incluyendo pago de transporte, matrícula y costos de estudio, mantenimiento y otros valores incidentales a estos programas;

7) Ordenar una fiscalización periódica de las cuentas del Tesorero de la Comisión, en la forma establecida por auditores escogidos por el Secretario de Estado;

8) Atender el pago de los gastos administrativos que estime necesarios, con los fondos disponibles bajo el presente Acuerdo;

9) Administrar o ayudar a la administración o cooperar de otra manera, en programas educativos o culturales y actividades que promuevan los propósitos del presente Acuerdo, pero que no son financiados con fondos puestos a disposición bajo el Acuerdo, considerando, sin embargo, que tales programas y actividades y el rol de la Comisión en los mismos serán descritos, en forma completa, en informes anuales o especiales presentados al Secretario de Estado y al Gobierno del Ecuador, como está previsto en el artículo sexto y siempre que no se presente objeción por el Secretario de Estado o el Gobierno del Ecuador, en referencia al papel que desempeñará la Comisión.

ARTICLE 3

All commitments, obligations, and expenditures authorized by the Commission shall be made in accordance with an annual budget, to be approved by the Secretary of State.

ARTICLE 4

The Commission shall consist of eight members, four of whom shall be citizens of the United States of America and four of whom shall be citizens of Ecuador. In addition, the principal officer in charge of the Diplomatic Mission of the United States of America to Ecuador (hereinafter designated "Chief of Mission") shall be Honorary Chairman of the Commission. He shall cast the deciding vote in the event of a tie vote by the Commission. He shall have the power of appointment of all members of the Commission. Of the citizens of the United States of America, two shall be officers of the United States Foreign Service establishment in Ecuador; one of them shall serve as Chairman of the Commission, and one of them shall serve as Treasurer.

The members shall serve from the time of their appointment until the following August 31 and shall be eligible for reappointment. Vacancies by reason of resignation, transfer of residence outside Ecuador, expiration of service, or otherwise, shall be filled in accordance with the appointment procedure set forth in this article.

The members shall serve without compensation but the Commission may authorize the payment of the necessary expenses of the members in attending the meetings of the Commission and in performing other official duties assigned by the Commission.

ARTICULO 3

Todos los compromisos, obligaciones y gastos autorizados por la Comisión serán llevados a cabo de acuerdo con un presupuesto anual aprobado por el Secretario de Estado.

ARTICULO 4

La Comisión consistirá de ocho miembros, cuatro de los cuales serán ciudadanos de los Estados Unidos de América y los otros cuatro, ciudadanos del Ecuador. Además, el funcionario principal encargado de la Misión Diplomática de los Estados Unidos de América en el Ecuador (a quien en lo sucesivo se le designará como "Jefe de Misión") será el Presidente Honorario de la Comisión. Tendrá el voto dirimente en caso de empate en las votaciones de la Comisión. Tendrá también la facultad de nombrar a todos los miembros de la Comisión. De los ciudadanos de los Estados Unidos de América en el Ecuador, dos serán funcionarios del Servicio Exterior de los Estados Unidos en el Ecuador; uno desempeñará el cargo de presidente de la Comisión y el otro será el Tesorero.

Los miembros prestarán sus servicios desde la fecha de su nombramiento hasta el 31 de agosto siguiente y podrán ser reelegidos. Las vacantes producidas por renuncia, cambio de residencia fuera del Ecuador, terminación del servicio o cualquier otra causa, serán llenadas de acuerdo con el procedimiento de designación establecido en este artículo.

Los miembros prestarán sus servicios sin remuneración, pero la Comisión puede autorizar el pago de los gastos necesarios en que ellos incurran para asistir a las sesiones de la Comisión y para el cumplimiento de las misiones oficiales asignadas porella.

ARTICLE 5

The Commission shall adopt such by-laws and appoint such committees as it shall deem necessary for the conduct of the affairs of the Commission.

ARTICLE 6

Reports to the Secretary of State of the United States of America and to the Government of Ecuador, acceptable in form and content, shall be made annually on the activities of the Commission. Special reports may be made more often at the discretion of the Commission or at request of either the Secretary of State of the United States of America or the Government of Ecuador.

ARTICLE 7

The principal office of the Commission shall be in the capital city of Ecuador, but meetings of the Commission and any of its committees may be held in such other places as the Commission may from time to time determine, and the activities of any of the Commission's officers or staff may be carried on at such places as may be approved by the Commission.

ARTICLE 8

The Government of the United States of America and the Government of Ecuador agree that there may be used for the purposes of this Agreement any funds, including currency of Ecuador, held or available for expenditure by the Government of the United States of America for such purposes.

The Secretary of State will make available for expenditure as authorized by the Commission funds in such amounts as may be required for the

ARTICULO 5

La Comisión adoptará los Estatutos y designará los comités que juzgue necesarios para la mejor conducción de los asuntos a ella encomendados.

ARTICULO 6

Se presentarán anualmente al Secretario de Estado de los Estados Unidos de América y al Gobierno del Ecuador, informes apropiados, tanto en su forma como en su contenido, sobre las actividades de la Comisión. Informes especiales podrán ser presentados más a menudo, a juicio de la Comisión o previa solicitud del Secretario de Estado de los Estados Unidos de América o del Gobierno del Ecuador.

ARTICULO 7

La oficina principal de la Comisión estará en la capital de la República del Ecuador, pero sus reuniones o de sus comités podrán llevarse a cabo en otros lugares, que de tiempo en tiempo determine la Comisión, y las actividades de los funcionarios o del personal de la Comisión podrán llevarse a cabo en los lugares aprobados por ella.

ARTICULO 8

Los Gobiernos de los Estados Unidos de América y del Ecuador convienen en que podrán ser usados para la consecución de los fines de este Acuerdo, cualesquiera fondos, inclusive en moneda ecuatoriana, disponibles para ser gastados por el Gobierno de los Estados Unidos de América para tales propósitos.

El Secretario de Estado pondrá a disposición, para gastarse por parte de la Comisión, fondos en tales cantidades como se requieran para los

purposes of this Agreement but in no event may amounts in excess of the Budgetary limitations established pursuant to Article 3 of the present Agreement be expended by the Commission.

The performance of this Agreement shall be subject to the availability of appropriations to the Secretary of State when required by laws of the United States of America.

ARTICLE 9

The Government of the United States of America and the Government of Ecuador shall make every effort to facilitate the exchange-of-persons programs authorized in this Agreement and the Convention for the Promotion of Inter-American Cultural Relations^[1] and to resolve problems which may arise in the operations thereof.

ARTICLE 10

Wherever, in the present Agreement, the term "Secretary of State" is used, it shall be understood to mean the Secretary of State of the United States of America or any officer or employee of the Government of the United States of America designated by him to act in his behalf.

ARTICLE 11

The present Agreement may be amended by the exchange of diplomatic notes between the Government of the United States of America and the Government of Ecuador.

The present Agreement supersedes the Agreement between the Government of the United States of America and the Government of Ecuador

fines de este Acuerdo, pero en ningún caso la Comisión podrá gastar cantidades que sobrepasen las limitaciones presupuestarias establecidas en el artículo tercero del presente Acuerdo.

La ejecución de este Acuerdo estará sujeta a la disponibilidad de fondos puestos a la orden del Secretario de Estado, como sea requerido por las leyes de los Estados Unidos de América.

ARTICULO 9

Los Gobiernos de los Estados Unidos de América y del Ecuador realizarán todo esfuerzo tendiente a dar facilidades para los programas de intercambio de personas, autorizados por este Acuerdo y por la Convención para el Fomento de Relaciones Culturales Interamericanas, como también para resolver los problemas que puedan suscitarse en el cumplimiento de los mismos.

ARTICULO 10

Cuando en el presente Acuerdo se use el término "Secretario de Estado", se entenderá al Secretario de Estado de los Estados Unidos de América o cualquier otro funcionario o empleado del Gobierno de los Estados Unidos de América designado para actuar en su representación.

ARTICULO 11

El presente Acuerdo puede ser reformado por canje de notas diplomáticas entre el Gobierno de los Estados Unidos de América y el Gobierno del Ecuador.

El presente Acuerdo deroga el anterior, suscrito entre el Gobierno de los Estados Unidos de América y el Gobierno del Ecuador el 31 de

¹ TIAS 3936; 8 UST 1903.

signed at Quito on October 31, 1956, as amended on May 9, 1961.^[1]

The present Agreement shall come into force on the present date.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed the present Agreement.

Done at Quito, in duplicate, in the English and Spanish languages each of which shall be of equal authenticity this 20 day of September of 1963.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

SAMUEL O. LANE

Samuel O. Lane,
Charge d'Affaires ad-interim.

octubre de 1956, el cual fue reformado el 9 de mayo de 1961.

El presente Acuerdo entrará en vigencia a partir de la presente fecha.

EN FE DE LO CUAL, los suscritos, debidamente autorizados por los respectivos Gobiernos, hemos firmado este Acuerdo.

Firmado en Quito, por duplicado, en idiomas inglés y español, teniendo ambos igual autenticidad, el 20 de septiembre de 1963.

POR EL GOBIERNO DE LA REPUBLICA DEL ECUADOR:

Dr. N. PONCE

Neftalí Ponce Miranda,
Ministro de Relaciones Exteriores.

[SEAL]

¹ TIAS 3808, 4882; 8 UST 585; 12 UST 1664.

UNITED ARAB REPUBLIC

Agricultural Commodities

Agreements amending the agreement of October 8, 1962.

Effectuated by exchange of notes

Signed at Cairo June 15, 1963;

Entered into force June 15, 1963.

And exchange of notes

Signed at Washington October 7, 1963;

Entered into force October 7, 1963.

*The American Ambassador to the Minister of Treasury and Planning
of the United Arab Republic*

CAIRO, June 15, 1963

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement of October 8, 1962 [¹] between the Government of the United States of America and the Government of the United Arab Republic.

The Government of the United States of America, in response to a request from the Government of the United Arab Republic, proposes to amend paragraph 1 of Article I of the Agreement by adding the commodities "tobacco" in the value of "\$1.6 million" and "dry edible beans" in the value of "\$0.2 million," and by increasing the amount for ocean transportation to "\$52.9 million" and the total value of the Agreement to "\$391.9 million."

Tobacco and beans are added to the Agreement on the condition that the Government of the United Arab Republic will procure and import during United States' fiscal year 1963 from the United States of America and countries friendly to the United States of America not less than 4,500 metric tons of dry edible beans and not less than 1,500 metric tons of tobacco, in addition to the 5,500 metric tons of tobacco (including not less than 1,500 metric tons from the United States of America) as provided in the September 1, 1962 amendment [²] to the February 10, 1962 Agricultural Commodities Agreement. [³]

^¹ TIAS 5179; 13 UST 2166.

^² TIAS 5149; 13 UST 1921.

^³ TIAS 4047; 13 UST 121.

It is proposed that this note and your reply concurring therein shall constitute an Agreement between our two Governments on this matter to enter into force on the date of your note in reply.

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

JOHN S. BADEAU

His Excellency

'ABD AL-MONHEIM AL-KASSOUNI,
*Minister of Treasury and Planning
of the United Arab Republic,
Cairo.*

*The Minister of Treasury and Planning of the United Arab Republic
to the American Ambassador*

UNITED ARAB REPUBLIC

MINISTRY OF TREASURY

OFFICE OF THE MINISTER

CAIRO, June, 15, 1963.

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of June, 15, 1963 which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement of October 8, 1962 between the Government of the United States of America and the Government of the United Arab Republic.

"The Government of the United States of America, in response to a request from the Government of the United Arab Republic, proposes to amend paragraph 1 of Article I of the Agreement by adding the commodities "tobacco" in the value of "\$1.6 million" and "dry edible beans" in the value of "\$0.2 million," and by increasing the amount for ocean transportation to "\$52.9 million" and the total value of the Agreement to "\$391.9 million."

"Tobacco and beans are added to the Agreement on the condition that the Government of the United Arab Republic will procure and import during United States' fiscal year 1963 from the United States of America and countries friendly to the United States of America not less than 4,500 metric tons of dry edible beans and not less than 1,500 metric tons of tobacco, in addition to the 5,500 metric tons of tobacco (including not less than 1,500 metric tons from the United States of America) as provided in the September 1, 1962 amendment to the February 10, 1962 Agricultural Commodities Agreement.

"It is proposed that this note and your reply concurring therein shall constitute an Agreement between our two Governments on this matter to enter into force on the date of your note in reply."

I have the honor to inform Your Excellency that the terms of the foregoing note are acceptable to the Government of the United Arab Republic and that the Government of the United Arab Republic considers Your Excellency's note and the present reply as constituting an Agreement between our two Governments on this subject, the Agreements to enter into force on today's date.

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

A KAISSOUNI

His Excellency

JOHN S. BADEAU,

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

*The Secretary of State to the Minister of Treasury and Planning of
the United Arab Republic*

DEPARTMENT OF STATE
WASHINGTON
Oct 7 1963

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement of October 8, 1962, as amended, between the Government of the United States of America and the Government of the United Arab Republic.

The Government of the United States of America, in response to a request from the Government of the United Arab Republic, proposes further to amend paragraph 1 of Article I of the Agreement by increasing the amount for "tobacco" to "\$19.3 million" and by increasing the amount for ocean transportation to "\$53.5 million" and the total amount of the Agreement to "\$410.2 million".

The amount for tobacco is added to the Agreement on the condition that the Government of the United Arab Republic will procure and import during each of the United States fiscal years 1964 and 1965 not less than 7,000 metric tons of tobacco from the United States of America and countries friendly to it, and that of this amount not less than 1,500 metric tons will be purchased and imported from the United States of America.

For purposes of Section 104(h) of Title I of the Agricultural Trade Development and Assistance Act,^[1] as amended, the Government of the United Arab Republic will provide, upon request of the Government of the United States of America, facilities for the conversion

^[1] 68 Stat. 456; 7 U.S.C. § 1704(h).

of a total of \$350,000 worth of Egyptian pounds into other non-dollar currencies, including \$175,000 in fiscal 1964 and \$175,000 in fiscal 1965. These amounts are in addition to those provided for in paragraph 3 of the exchange of notes of October 8, 1962. [¹]

It is proposed that this note and your reply concurring therein shall constitute an agreement between our two Governments on this matter to enter into force on the date of your note in reply.

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

For the Secretary of State:

WILLIAM S. GAUD

His Excellency

Dr. ABDEL MONEIM EL KAISOUNI,
*Minister of Treasury and Planning of the
United Arab Republic.*

*The Minister of Treasury and Planning of the United Arab Republic
to the Secretary of State [²]*

RÉPUBLIQUE ARABE UNIE

MINISTÈRE DU TRÉSOR

CABINET DU MINISTRE

OCTOBER 7, 1963

MR. SECRETARY:

I have the honor to acknowledge the receipt of your note of October 7, which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement of October 8, 1962, as amended, between the Government of the United States of America and the Government of the United Arab Republic.

"The Government of the United States of America, in response to a request from the Government of the United Arab Republic, proposes further to amend paragraph 1 of Article I of the Agreement by increasing the amount for 'tobacco' to '\$19.3 million' and by increasing the amount for ocean transportation to '\$53.5 million' and the total amount of the Agreement to '\$410.2 million'.

"The amount for tobacco is added to the Agreement on the condition that the Government of the United Arab Republic will procure and import during each of the United States fiscal years 1964 and

¹ TIAS 5179; 13 UST 2172.

² Signed at Washington.

1965 not less than 7,000 metric tons of tobacco from the United States of America and countries friendly to it, and that of this amount not less than 1,500 metric tons will be purchased and imported from the United States of America.

"For purposes of Section 104(h) of Title I of the Agricultural Trade Development and Assistance Act, as amended, the Government of the United Arab Republic will provide, upon request of the Government of the United States of America, facilities for the conversion of a total of \$350,000 worth of Egyptian pounds into other non-dollar currencies, including \$175,000 in fiscal 1964 and \$175,000 in fiscal 1965. These amounts are in addition to those provided for in paragraph 3 of the exchange of notes of October 8, 1962.

"It is proposed that this note and your reply concurring therein shall constitute an agreement between our two Governments on this matter to enter into force on the date of your note in reply.

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

I have the honor to inform you that the terms of the foregoing note are acceptable to the Government of the United Arab Republic and that the Government of the United Arab Republic considers your note and the present reply as constituting an agreement between our two Governments on this subject, the agreement to enter into force on today's date.

Please accept, Mr. Secretary, the renewed assurances of my highest consideration.

A KAISOUNI

The Honorable
DEAN RUSK,
Secretary of State

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Atlantic Undersea Test and Evaluation Center in the Bahama Islands

*Agreement, with agreed minutes, signed at Washington October
11, 1963;
Entered into force October 11, 1963.*

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND FOR THE ESTABLISHMENT IN THE BAHAMA ISLANDS OF AN ATLANTIC UNDERSEA TEST AND EVALUATION CENTER

The Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland, with the concurrence of the Government of the Bahama Islands;

Considering that the Government of the United States of America wishes to establish within the territory of the Bahama Islands, including the territorial waters thereof, a center for underwater research, testing and evaluation of anti-submarine weapons, sonar tracking and communications;

Desiring that this Agreement for those purposes shall be fulfilled in a spirit of good neighborliness between the Governments concerned, and that details of its practical application shall be arranged by friendly cooperation;

Have agreed as follows:

ARTICLE I

Definitions

For the purposes of this Agreement the expression:

(a) "Contractor personnel" means employees of a United States contractor who are not ordinarily resident in the Bahama Islands and who are there solely for the purposes of this Agreement;

(b) "Dependents" means the spouse and children under 21 years of age of a person in relation to whom it is used; and, if they are dependent upon him for their support, the parents and children over 21 years of age of that person;

(c) "Members of the United States Forces" means:

- (i) military members of the United States Forces on active duty;
- (ii) civilian personnel accompanying the United States Forces and in their employ who are not ordinarily resident in the Bahama Islands and who are there solely for the purposes of this Agreement; and
- (iii) dependents of the persons described in (i) and (ii) above;

(d) "Military purposes" means:

- (i) the installation, construction, maintenance and use of military equipment and facilities including facilities for the training, accommodation, hospitalization, recreation, education and welfare of members of the United States Forces; and
- (ii) all other activities of the United States Government, United States contractors and authorized service organizations carried out for the purposes of this Agreement;

(e) "Sites" means the Sites provided under Article III of this Agreement so long as they are so provided, and "Site" means any Site so provided;

(f) "The Center" means the Atlantic Undersea Test and Evaluation Center, established for the purposes stated in the Preamble;

(g) "United States authorities" means the authority or authorities from time to time authorized or designated by the United States Government for the purpose of exercising the powers in relation to which the expression is used;

(h) "United States contractor" means any person, body or corporation ordinarily resident in the United States of America that is in the Bahama Islands for the purposes of this Agreement by virtue of a contract with the United States Government, and includes a subcontractor; and

(i) "United States Forces" means the land, sea and air armed services of the United States, including the Coast Guard.

ARTICLE II

General Description of Rights

(1) The United States Government shall have and enjoy, in accordance with the terms and conditions of this Agreement, the rights,

power and authority which are necessary for the development, use, operation and protection for military purposes of the Center. The United States Government shall have and enjoy such rights of access, rights of way and easements as may be necessary for these purposes.

(2) The use of radio frequencies, powers and band widths for radio services (including radar) for the purposes of this Agreement shall be subject to the concurrence of the British representative designated for the purpose by the Government of the Bahama Islands.

(3) The Contracting Governments shall, in consultation with the Government of the Bahama Islands, take all reasonable precautions against possible danger and damage resulting from operations under this Agreement.

(4) The rights granted to the United States Government by this Agreement shall not be exercised unreasonably or so as to interfere with or to prejudice the safety of navigation, aviation or communication, and the rights so granted shall be exercised in the spirit of the last paragraph of the Preamble.

(5) The Royal Navy shall have the right to participate in the use of the Center in such manner and to such extent as may be arranged separately between the Royal Navy and the United States Navy.

(6) In exercising its rights under this Agreement, the United States Government shall insure that no nuclear explosions and, except for normal construction, no detonations or explosions exceeding the equivalent of 10 lbs. of T.N.T. shall take place within the territory of the Bahama Islands, including the territorial waters thereof, unless the consent of the Government of the Bahama Islands shall previously have been obtained. The Fisheries Officer of the Government of the Bahama Islands shall have the right to be present at any underwater demolitions or explosions.

(7) Except with the prior approval of the Government of the United Kingdom, which would where appropriate obtain the approval of the Government of the Bahama Islands, the United States Government shall not transfer or assign any rights conferred by or under this Agreement.

ARTICLE III

Provision of Sites

(1) The Government of the United Kingdom shall, with the concurrence of the Government of the Bahama Islands, provide to the United States Government so long as this Agreement remains in force such Sites for the purpose of the establishment and operation of the Center as may be agreed between the Contracting Governments to be necessary for that purpose. These Sites, and rights of access, rights of way and easements shall be provided free of rent and all other charges.

(2) Except as otherwise provided in this Agreement, the United States Government shall not permit the Sites to be used in any way

whatsoever other than for military purposes without the prior approval of the Government of the United Kingdom.

(3) The United States Government may at any time notify the Government of the United Kingdom that it has vacated and no longer requires a Site or a specified portion thereof and thereupon such Site or portion thereof shall, for the purposes of this Agreement, cease to be, or to be a portion of, a Site.

(4) Except for the purposes of this Agreement or with the concurrence of the Government of the United Kingdom, the United States Government shall not remove or demolish or otherwise dispose of any permanent construction or installation in a Site. No compensation shall be payable to the United States Government in respect of any such construction or installation. The United States Government shall be entitled to remove free of any restrictions any other construction or installation and other property owned by it from a Site while it is a Site or within a reasonable time thereafter. No compensation shall be payable to the United States Government in respect of any construction or installation or other property not so removed.

(5) The United States Government shall be under no obligation to restore the Sites to the condition in which they were at any time prior to their ceasing to be Sites or parts of Sites.

(6) All minerals (including oil), antiquities and treasure trove in a Site and all rights relating thereto are reserved to the Government of the Bahama Islands, but any exploitation thereof shall be with the concurrence of the United States Government. Such concurrence shall not be unreasonably withheld.

(7) Access to the Sites shall not be permitted to persons not officially connected with the Center, except with the consent of the representatives designated for that purpose by the Governments of the United States and the United Kingdom respectively.

ARTICLE IV

Entry and Departure of Members of the United States Forces and Contractor Personnel

(1) Members of the United States Forces and contractor personnel who may be brought into the Bahama Islands for the purposes of this Agreement shall be exempt from passport and visa requirements, immigration inspection and any registration or control as aliens. Such persons shall be furnished with appropriate identification cards, specimens of which shall be supplied to the Government of the Bahama Islands.

(2) No military member of the United States Forces shall be discharged in the Bahama Islands without the consent of the Government of the Bahama Islands. The United States Government shall inform the Government of the Bahama Islands of any change in the status of any other members of the United States Forces or contractor personnel and shall be responsible for taking such steps

as are open to it for their removal from the Bahama Islands if the Government of the latter should so request.

(3) The United States Government shall take such steps as are open to it to ensure the correct behavior of all members of the United States Forces and contractor personnel and at the request of the Government of the Bahama Islands to remove as soon as possible any members of the United States Forces or contractor personnel whose conduct renders their presence in the Bahama Islands undesirable to its Government.

ARTICLE V

Fiscal Exemptions

Motor Vehicle Taxes

(1) No tax or fee shall be payable in respect of registration or licensing for use in the Bahama Islands of motor vehicles belonging to the United States Government and used for purposes connected directly with the establishment, maintenance or operation of the Center.

Customs Duties and Other Taxes on Goods

(2) No import, excise, consumption or other tax, duty or impost shall be charged on:

- (a) material, equipment, supplies or goods for use in the establishment, maintenance or operation of the Center consigned to, or destined for, the United States authorities or a contractor;
- (b) goods for use or consumption aboard United States public vessels or aircraft of the Army, Navy, Air Force, Coast Guard or Coast and Geodetic Survey;
- (c) goods consigned to the United States authorities or to a contractor for the use of institutions under the control of the United States authorities or United States contractors known as Post Exchanges, Navy Exchanges, Commissary Stores, Service Clubs, Contractors' Messes and Recreational Facilities, or for sale thereat to members of the United States Forces (which term for the purposes of this sub-paragraph, shall not include either persons referred to in paragraph (c) (ii) of Article I who are not nationals of the United States, or dependents who are not resident with the persons referred to in paragraph (c) (i) and (ii) of Article I or who are engaged in any business or occupation in the Bahama Islands) or contractor personnel being nationals of the United States or the dependents of such personnel resident with them and not engaged in any business or occupation in the Bahama Islands;

- (d) the personal belongings or household effects of persons referred to in sub-paragraph (c) of this paragraph, provided that such belongings or effects accompany the owner or are imported either:
 - (i) within a period beginning 60 days before and ending 120 days after the owner's arrival; or
 - (ii) within a period of 6 months immediately following his arrival;
- (e) goods for consumption and goods (other than personal belongings and household effects) acquired after first arrival, including gifts, consigned to members of the United States Forces (which term for the purposes of this sub-paragraph shall have the same meaning as in sub-paragraph (c) above) provided that such goods are:
 - (i) of United States origin if the Government of the Bahama Islands so requires; and
 - (ii) imported for the personal use of the recipient.

(3) No export tax shall be charged on the material, equipment, supplies or goods mentioned in paragraph 2 in the event of reshipment from the Bahama Islands.

(4) This Article shall apply notwithstanding that the material, equipment, supplies or goods pass through other parts of the Bahama Islands en route to or from the Site.

(5) The United States authorities shall do all in their power to prevent any abuse of customs privileges and shall take administrative measures, which shall be mutually agreed upon between the appropriate authorities of the United States and the Bahama Islands, to prevent the disposal, whether by resale or otherwise, of goods which are used or sold under paragraph 2(c), or imported under paragraph 2 (d) or (e), of this Article, to persons not entitled to buy goods at the institutions referred to in the said paragraph (2)(c), or not entitled to free importation under the said paragraph 2 (d) or (e). There shall be cooperation between the United States authorities and the Government of the Bahama Islands to this end, both in prevention and in investigation of cases of abuse.

Taxation

(6) No member of the United States Forces (which term for the purposes of this paragraph shall not include dependents other than a spouse and minor children) or national of the United States serving or employed in the Bahama Islands in connection with the establishment, maintenance or operation of the Center and residing in the Bahama Islands by reason only of such employment, or his wife or minor children, shall be liable to pay income tax in the Bahama Islands except in respect of income derived from the Bahama Islands.

(7) No such person shall be liable to pay in the Bahama Islands any poll tax or similar tax on his person, or any tax on ownership or use of property which is situated outside the Bahama Islands, or situated within the Bahama Islands solely by reason of such person's presence there in connection with activities under this Agreement.

(8) No person ordinarily resident in the United States shall be liable to pay income tax in the Bahama Islands in respect of any profits derived under a contract made in the United States with the United States Government in connection with the establishment, maintenance or operation of the Center, or any tax in the nature of a license in respect of any service or work for the United States Government in connection with the establishment, maintenance or operation of the Center.

ARTICLE VI

Criminal Jurisdiction

- (1) Subject to the provisions of this Article,
 - (a) the military authorities of the United States shall have the right to exercise within the Bahama Islands all criminal and disciplinary jurisdiction conferred on them by United States law over all persons subject to the military law of the United States; and
 - (b) the authorities of the Bahama Islands shall have jurisdiction over the members of the United States Forces with respect to offenses committed within the Bahama Islands and punishable by the law in force there.
- (2) (a) The military authorities of the United States shall have the right to exercise exclusive jurisdiction over persons subject to the military law of the United States with respect to offenses, including offenses relating to security, punishable by the law of the United States but not by the law in force in the Bahama Islands.
(b) The authorities of the Bahama Islands shall have the right to exercise exclusive jurisdiction over members of the United States Forces with respect to offenses, including offenses relating to security, punishable by the law in force in the Bahama Islands but not by the law of the United States.
(c) For the purposes of this paragraph and of paragraph (3) of this Article, an offense relating to security shall include
(i) treason; and

- (ii) sabotage, espionage or violation of any law relating to official secrets or secrets relating to national defense.

(3) In cases where the right to exercise jurisdiction is concurrent the following rules shall apply:

- (a) The military authorities of the United States shall have the primary right to exercise jurisdiction over a member of the United States Forces in relation to
 - (i) offenses solely against the property or security of the United States or offenses solely against the person or property of another member of the United States Forces; and
 - (ii) offenses arising out of any act or omission done in the performance of official duty.
- (b) In the case of any other offense the authorities of the Bahama Islands shall have the primary right to exercise jurisdiction.
- (c) If the authorities having the primary right decide not to exercise jurisdiction, they shall notify the other authorities as soon as practicable. The United States authorities shall give sympathetic consideration to a request from the authorities of the Bahama Islands for a waiver of their primary right in cases where the authorities of the Bahama Islands consider such waiver to be of particular importance. The authorities of the Bahama Islands will waive, upon request, their primary right to exercise jurisdiction under this Article, except where they in their discretion determine and notify the United States authorities that it is of particular importance that such jurisdiction be not waived.

(4) The foregoing provisions of this Article shall not imply any right for the military authorities of the United States to exercise jurisdiction over persons who belong to, or are ordinarily resident in, the Bahama Islands, or who are British subjects or Commonwealth citizens or British protected persons, unless they are military members of the United States Forces.

- (5) (a) To the extent authorized by law, the authorities of the Bahama Islands and the military authorities of the United States shall assist each other in the service of process and in the arrest of members of the United States Forces in the Bahama Islands and in handing them over to the authorities which are to exercise jurisdiction in accordance with the provisions of this Article.

- (b) The authorities of the Bahama Islands shall notify promptly the military authorities of the United States of the arrest of any member of the United States Forces.
 - (c) Unless otherwise agreed, the custody of an accused member of the United States Forces over whom the authorities of the Bahama Islands are to exercise jurisdiction shall, if he is in the hands of the United States authorities, remain with the United States authorities until he is charged. In cases where the United States authorities may have the responsibility for custody pending the completion of judicial proceedings, the United States authorities shall, upon request, make such a person immediately available to the authorities of the Bahama Islands for purposes of investigation and trial and shall give full consideration to any special views of such authorities as to the way in which custody should be maintained.
- (6) (a) To the extent authorized by law, the authorities of the Bahama Islands and of the United States shall assist each other in the carrying out of all necessary investigations into offenses, in providing for the attendance of witnesses and in the collection and production of evidence, including the seizure and, in proper cases, the handing over of objects connected with an offense. The handing over of such objects may, however, be made subject to their return within the time specified by the authorities delivering them.
- (b) The authorities of the Bahama Islands and of the United States shall notify one another of the disposition of all cases in which there are concurrent rights to exercise jurisdiction.
- (7) A death sentence shall not be carried out in the Bahama Islands by the military authorities of the United States.
- (8) Where an accused has been tried in accordance with the provisions of this article and has been acquitted, or has been convicted and is serving, or has served, his sentence or has been pardoned, he may not be tried again for the same offense within the Bahama Islands. Nothing in this paragraph shall, however, prevent the military authorities of the United States from trying a military member of the United States Forces for any violation of rules of discipline arising from an act or omission which constituted an offense for which he was tried by the authorities of the Bahama Islands.
- (9) Whenever a member of the United States Forces is prosecuted by the authorities of the Bahama Islands he shall be entitled
- (a) to a prompt and speedy trial;

- (b) to be informed in advance of trial of the specific charge or charges made against him;
- (c) to be confronted with the witnesses against him;
- (d) to have compulsory process for obtaining witnesses in his favor if they are within the jurisdiction of the Bahama Islands;
- (e) to have legal representation of his own choice for his defense or to have free or assisted legal representation under the conditions prevailing for the time being in the Bahama Islands;
- (f) if he considers it necessary, to have the services of a competent interpreter; and
- (g) to communicate with a representative of the United States and, when the rules of the court permit, to have such a representative present at his trial which shall be public except when the court decrees otherwise in accordance with the law in force in the Bahama Islands.

(10) Where a member of the United States Forces is tried by the military authorities of the United States for an offense committed outside the Sites or involving a person, or the property of a person, other than a member of the United States Forces, the aggrieved party and representatives of the Bahama Islands and of the aggrieved party may attend the trial proceedings except where this would be inconsistent with the rules of the court.

(11) A certificate of the appropriate United States commanding officer that an offense arose out of an act or omission done in the performance of official duty shall be conclusive, but the commanding officer shall give consideration to any representation made by the Government of the Bahama Islands.

(12) Regularly constituted military units or formations of the United States Forces shall have the right to police the Sites. The military police of the United States Forces may take all appropriate measures to ensure the maintenance of order and security within the Sites.

ARTICLE VII

Civil Claims

(1) The United States Government agrees to pay just and reasonable compensation, which shall be determined in accordance with the measure of damages prescribed by the law of the Bahama Islands, in settlement of civil claims (other than contractual claims) arising out of acts or omissions of members of the United States Forces done in the performance of official duty or out of any other act or omission or occurrence for which the United States Forces are legally responsible.

(2) All such claims shall be processed and settled in accordance with the applicable provisions of United States law.

(3) The provisions of paragraph (1) of this Article shall not apply to any claim referred to therein to the extent that the claim is in respect of acts or omissions directly connected with the use of the Center by the Government of the United Kingdom and for which the Government of the United Kingdom is legally responsible.

ARTICLE VIII

Construction Contracts

(1) All contracts awarded by the United States Government in connection with construction required under this Agreement shall be open to tender on a non-discriminatory and competitive basis to qualified (i) firms in the United States, (ii) firms in the United Kingdom which are permitted to do business in the Bahama Islands, (iii) firms in the Bahama Islands, and (iv) joint ventures of any of the foregoing.

(2) Subject to such conditions of contracting as may be agreed between the Government of the United States and the Government of the United Kingdom, such contracts shall be awarded on a non-discriminatory and competitive basis.

(3) In sub-contracting, contractors shall give due consideration to the use of local sub-contractors.

(4) Invitations to tender shall be issued on the same day to all the firms or joint ventures described in paragraph (1) above which have indicated a desire to tender bids. Copies of these invitations and notification of the award of contracts shall be sent by the United States authorities to Her Britannic Majesty's Embassy in Washington and to the Governor of the Bahama Islands.

ARTICLE IX

Employment of Labor

(1) (a) Persons ordinarily resident in the Bahama Islands will be employed to the extent feasible in connection with construction, maintenance and repair work performed under this Agreement.

(b) Persons ordinarily resident in the Bahama Islands will be employed on all other work performed under the Agreement whenever it appears that they are available and qualified.

(2) In the fixing of terms of employment for contractors and workers, particularly in respect of wages and conditions of work, supplementary payments, insurance and conditions for the protection of workers, clubs and recreational facilities, full regard shall be given to employment practices generally obtaining for similar employment

in the Bahama Islands, and in no case shall the terms of employment for such workers be inferior to those laid down by any legislation in force in the Bahama Islands or any International Convention, the provisions of which have been adopted by the United States Government and which apply to the Bahama Islands.

ARTICLE X

Local Purchases

The United States Government, and companies and individuals under contract to the United States Government or engaged in work for the purposes of this Agreement may purchase locally goods and services required for such purposes, and may sub-contract therefor with Bahamian firms and with United States and United Kingdom firms permitted to do business in the Bahama Islands.

ARTICLE XI

Health and Sanitation

The appropriate authorities shall collaborate in the enforcement in the Sites of the health and quarantine laws in force in the Bahama Islands. These authorities shall also collaborate in making arrangements for the improvement of sanitation and the protection of health in areas outside, but in the vicinity of, the Sites.

ARTICLE XII

Use of Currency

(1) The United States Government shall collaborate with the Government of the Bahama Islands in ensuring compliance with any foreign exchange law in force in the Bahama Islands. The United States Forces and United States contractors may possess and use United States currency for official purposes, including the payment of personnel, and may purchase and use local currency.

(2) Members of the United States Forces and contractor personnel may use for internal transactions and export United States currency received from the United States Forces or United States contractors.

(3) The appropriate authorities shall collaborate in the establishment of facilities to permit the purchase of local currency with United States currency and to prevent unauthorized transactions in either currency.

ARTICLE XIII

Driving Permits

(1) The Government of the Bahama Islands shall honor without driving test or fee driving permits issued by the United States or a

subdivision thereof to members of the United States Forces and to United States contractors, contractor personnel and their dependents, or issue its own driving permits without test or fee to such persons who hold such United States permits. Members of the United States Forces and United States contractors, contractor personnel and their dependents who do not hold driving permits issued by the United States or a subdivision thereof shall be required to obtain licenses in accordance with the law in force in the Bahama Islands.

(2) The United States authorities, in collaboration with the authorities of the Bahama Islands, shall issue appropriate instructions to members of the United States Forces and to United States contractors, contractor personnel and their dependents, fully informing them of the traffic laws in force in the Bahama Islands and requiring strict compliance therewith.

ARTICLE XIV

Public Services

The United States Government shall have the right to employ and use all utilities, services and facilities, harbors, roads, highways, bridges, viaducts, canals and similar channels of transportation in the Bahama Islands belonging to or controlled or regulated by or on behalf of the Government of the Bahama Islands or the Government of the United Kingdom on such conditions as shall be agreed between the Contracting Governments with the concurrence of the Government of the Bahama Islands.

ARTICLE XV

Shipping and Aviation

(1) The United States Government may place or establish in the Sites and the territorial waters adjacent thereto or in the vicinity thereof, lights and other aids to navigation of vessels and aircraft necessary for the operation of the Center. Such lights and other aids shall conform to the system in use in the Bahama Islands. The position, characteristics and any alterations thereof shall be determined in consultation with the appropriate authority in the Bahama Islands and the appropriate British representative designated for the purpose.

(2) United States public vessels operated by the Army, Navy, Air Force, Coast Guard or the Coast and Geodetic Survey bound to or departing from the Sites shall not be subject to compulsory pilotage in the Bahama Islands. If a pilot is taken, pilotage shall be paid for at appropriate rates. Such United States public vessels shall have such exemption from light and harbor dues in the Bahama Islands as shall be agreed between the Contracting Governments.

(3) Aircraft owned or operated by or on behalf of the United States Government shall have the right to use airports in the Bahama

Islands belonging to or operated by or on behalf of the Government of the Bahama Islands on such conditions as shall be agreed between the United States Government and the Government of the Bahama Islands. No landing charges shall, however, be payable by the United States Government by reason of the use by such aircraft of those airports. The United States Government shall make a fair and reasonable contribution to the maintenance and operating costs of airfields used by such aircraft, the amount of such contribution being determined by agreement between those two Governments.

(4) Commercial aircraft shall not be authorized to operate from any of the Sites (save in case of emergency or for strictly military purposes under supervision of the United States Army, Navy or Air Force) except by agreement between the Contracting Governments.

ARTICLE XVI

Postal Facilities

The United States Government shall have the right to establish a United States Military Post Office in a Site for the exclusive use of the United States Forces, the members thereof, United States contractors and contractor personnel and their dependents, for postal services between the United States Military Post Office so established and other United States Post Offices.

ARTICLE XVII

Security Legislation

The Government of the Bahama Islands will take such steps as may from time to time be agreed with the United States Government to be necessary with a view to the enactment of legislation to ensure the adequate security and protection of the Sites and United States equipment and other property and the operations of the United States under this Agreement, and the punishment of persons who may contravene any laws or regulations made for that purpose. The Government of the Bahama Islands will also from time to time consult with the United States authorities in order that the laws and regulations of the United States and of the Bahama Islands in relation to such matters may, so far as circumstances permit, be similar in character.

ARTICLE XVIII

Competent Authorities

Nothing in this Agreement shall impair the freedom of movement within the Bahama Islands of their competent authorities. The designation of competent authorities in respect of a Site shall be with the concurrence of the United States authorities. Access may be refused by the United States authorities to secure areas within the Sites.

ARTICLE XIX

General Obligations

(1) Save as is expressly provided in this Agreement, nothing herein shall be so construed as to impair the authority of the Government of the Bahama Islands with regard to the affairs of the Bahama Islands.

(2) Members of the United States Forces, United States contractors and contractor personnel in the Bahama Islands for the purposes of this Agreement shall respect the laws of the Bahama Islands and refrain from any activity inconsistent with the spirit of this Agreement. Such persons shall not take part directly or indirectly in the political affairs of the Bahama Islands.

(3) In the exercise of the privileges and facilities granted under this Agreement, the United States Government shall take every practicable measure to ensure the safety and safeguard the interest of the people of the Bahama Islands.

ARTICLE XX

Implementation

(1) The United States Government and the Government of the Bahama Islands respectively will do all in their power to assist each other in giving full effect to the provisions of this Agreement according to its tenor and will take all appropriate steps to that end.

(2) During the period for which this Agreement remains in force no law of the Bahama Islands which would derogate from or prejudice any of the rights conferred on the United States Government by this Agreement shall be applicable to the Center save with the concurrence of the United States Government.

ARTICLE XXI

Duration and Review

(1) This Agreement shall come into force on the date of signature and shall in the first instance remain in force for twenty years provided the Center continues to be in operation.

(2) This Agreement shall be open to review in the year 1983.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed this Agreement.

DONE in duplicate at Washington on the eleventh day of October, 1963.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

DEAN RUSK

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

DAVID ORMSBY GORE

TIAS 5441

AGREED MINUTE NO. 1

It is understood that the administrative arrangements referred to in paragraph (5) of Article V shall include the following measures, which take into account the customs control problems raised in the enclosures to (i) the letter of April 5, 1962 from the United States Consul General to the Colonial Secretary of the Bahamas, (ii) the letter of April 13, 1962 from the Colonial Secretary of the Bahamas to the United States Consul General, and (iii) the letter of April 30, 1963 from the Acting Colonial Secretary to the United States Consul General:[¹]

- (a) The United States authorities will require the contractor to report all duty-exempt materials, supplies, and equipment to the Resident Officer-in-charge of Construction (ROICC), and will require the contractor to establish physical safeguards against theft or pilferage of these items. The ROICC will make frequent inspections to detect promptly any significant shortages or unauthorized disposal of these items. Removal of such items from the construction sites by the contractor will be subject to written approval of the ROICC, such approval not to be granted unless evidence is presented showing that customs duties have been paid or that there is a firm time schedule for export of the items. Prior to final payment of the contractor, the United States authorities will ascertain *inter alia* that the terms of the contract relating to the handling of duty-free items have been adequately discharged.
- (b) Paint, lumber, and building materials for individuals' private housing will not be considered to fall within the meaning of "household effects". This fact will be promulgated. In general, borderline cases will be scrutinized with a view to insuring conformity to the description of exempt goods in Article V.
- (c) Personal equipment lists will be maintained by the United States authorities as a record of the significant non-consumable items imported duty-free or purchased locally duty-free by members of the Forces and contractor personnel. These lists will include privately-owned motor vehicles, all electrical and electronic appliances, and all other non-consumable items with a purchase value in excess of twenty United States dollars, on which duty would be payable except for the provisions of Article V. Serial numbers of such items, if available, will be included on the equipment lists. Personnel will be held accountable by the United States authorities, while in the Bahamas and upon transfer therefrom, for retention or authorized disposal of these items, and firm evidence of any

¹ Not printed.

customs violations will be reported to the local customs authorities. In cases where such persons live within the Sites, the lists will be available for inspection by local customs authorities. In cases where such persons live outside the Sites, copies of the personal equipment lists will be supplied to the local customs authorities. The latter will also be notified when these persons are transferred from the Bahamas.

- (d) The United States authorities will take steps to assure that delivery of liquor to Site facilities corresponds to the application to the local customs authorities for duty-free entry.
- (e) Upon request by the local customs authorities, the United States authorities will certify as to whether items being imported are intended for use in accordance with the provisions of paragraph (2) of Article V.
- (f) If requested by the local customs authorities, the United States authorities will provide suitable accommodation for a local customs officer. This customs officer would have the right to meet any vessel arriving at the Center with cargo or otherwise, and any aircraft arriving at the Center with supplies.
- (g) With respect to privately-owned motor vehicles imported duty-free the United States authorities will assure that not more than one automobile is held by any individual or family at any particular time.
- (h) Small quantities of consumables which would otherwise be donated to local inhabitants or abandoned by small parties (e.g., survey parties) will be turned over to the local commissioner or customs official.

It is further understood that additional measures to prevent abuse of customs privileges may be adopted by mutual agreement between the appropriate authorities of the United States and the Bahama Islands.

D R

W. D. O. G.

WASHINGTON, October 11, 1963.

AGREED MINUTE NO. 2

It is understood that the term "qualified" in paragraph (1) of Article VIII means that the firm in question

- (a) is considered by the United States Navy to have had sufficient experience to accomplish the job by virtue of having satisfactorily accomplished jobs of similar magnitude and nature in the past;
- (b) is able to accomplish by itself at least 25% of the work in its contract; and
- (c) is prepared to provide a performance bond.

D R

W. D. O. G.

WASHINGTON, *October 11, 1963.*

INDIA

Aviation: Flights of Military Aircraft

Agreements modifying the agreement of July 2 and 4, 1949.

Effectuated by exchange of notes

Signed at New Delhi June 9 and 15, 1955;

Entered into force June 15, 1955.

And exchange of notes

Dated at New Delhi March 5 and July 22, 1963;

Entered into force July 22, 1963.

And exchange of notes

Dated at New Delhi March 5 and August 29, 1963;

Entered into force August 29, 1963.

*The Joint Secretary, Ministry of External Affairs of India, to the
American Ambassador*

MINISTRY OF EXTERNAL AFFAIRS,
NEW DELHI

No. D761/AF/55

The 9th June 1955

DEAR MR. AMBASSADOR,

You may recall that in 1949 letters were exchanged between the then Ambassador for the United States of America, Mr. Loy Henderson and the Foreign Secretary of the Government of India, Shri K.P.S.Menon, regarding certain arrangements in connection with the flight of United States military aircraft to and across India.^[1] Accordingly, hitherto, United States military aircraft had been exempt from paying any landing and housing charges at civil aerodromes. Similar concession was also available to the military aircraft of other countries.

2. The Government of India have recently reviewed the question of landing and housing charges payable by the foreign military aircraft on civil airports in India. They have decided that landing and housing charges should be payable at such airports by all aircraft. I am, therefore, to inform you, that it is proposed to levy landing and housing charges on the United States military aircraft at civil airports in India with effect from the 1st July 1955. The position with regard to landing at military airports will remain unchanged.

^[1] Signed July 2 and 4, 1949. TIAS 2417; 3 UST 575.

3. I shall be grateful if you will communicate to me the formal acceptance by your Government of this decision.

With assurances of my highest consideration.

Yours sincerely,

C. S. JHA
Joint Secretary

H.E. JOHN SHERMAN COOPER,
Ambassador of the U.S.A.,
New Delhi.

The American Ambassador to the Joint Secretary, Ministry of External Affairs of India

AMERICAN EMBASSY,
NEW DELHI, INDIA,
June 15, 1955.

DEAR MR. JHA:

You will recall that your letter of June 9, 1955, informed us of the decision of the Government of India to impose landing and housing charges on United States military aircraft at civil aerodromes. On June 11, I acknowledged the receipt of your letter of June 9, 1955.

I now wish to communicate to you the formal acceptance by the Government of the United States of your decision to levy such charges on United States military aircraft at civil airports in India, with effect from the first of July 1955.

Sincerely yours,

JOHN SHERMAN COOPER

Mr. C. S. JHA,
Joint Secretary,
Ministry of External Affairs,
Government of India,
New Delhi.

The American Embassy to the Ministry of External Affairs of India

No. 534

The Embassy of the United States of America presents its compliments to the Ministry of External Affairs and has the honor to refer to an exchange of letters in 1955, between Mr. C. S. Jha, then Joint Secretary, Ministry of External Affairs, and the then American Ambassador, Mr. John Sherman Cooper, on the subject of landing and housing charges for United States Military aircraft at civil aerodromes in India. In letters under reference (copies attached), the

TIAS 5442

Ministry notified the Embassy of the intention of the Government of India to initiate landing and housing charges effective July 1, 1955, and Ambassador Cooper interposed no objection to the levying of such charges.

As the Ministry is aware, the Embassy of the United States of America has had stationed in New Delhi two aircraft, the United States Air Attaché aircraft VC-131A, number 51-5115 and United States Naval Attaché aircraft R4D6 Dakota, number 50742. These aircraft in recent months have been employed by the Ambassador, senior officers of the Embassy, and officers of the United States Military Supply Mission to India in connection with the military assistance being provided to the Government of India by the United States Government, and will continue to be so employed. In addition a third aircraft, a U8D, has been assigned to the Embassy for the United States Military Supply Mission to India. This aircraft will be employed almost exclusively to further the military assistance program. Also, from time to time, other United States military aircraft, on flights connected with the military assistance program, may have occasion to land at civil aerodromes in India.

In view of the foregoing the Embassy requests the Ministry to discontinue the levy of landing and housing charges on United States military aircraft using civil aerodromes in India.

The Embassy avails itself of this opportunity to renew the assurances of its highest consideration.

Attachments:¹

As stated

EMBASSY OF THE UNITED STATES OF AMERICA,
New Delhi, March 5, 1963.

The Ministry of External Affairs of India to the American Embassy

विदेश मंत्रालय, नई दिल्ली
MINISTRY OF EXTERNAL AFFAIRS
NEW DELHI-11
No. F.113(1)WII/68. Dated the 22nd July, 1963.

The Ministry of External Affairs presents its compliments to the Embassy of the United States of America and with reference to their Note No. 534 dated the 5th March, 1963 has the honour to say that the following three aircrafts of the Embassy stationed at present in New Delhi will be exempted from the payment of landing, housing and parking charges at the Government Civil Aerodromes in India:-

¹ Not printed. For identical letters, see *ante*, pp. 1449, 1450.

1. United States Air Attache Aircraft VC-131 A (Convair), number 51-5115.
2. United States Naval Attache Aircraft 4D6(Dakota) Number 50742.
3. United States Military Supply Mission in India Aircraft: U8D (Beechcraft), number 58-1333.

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



**THE EMBASSY OF THE UNITED STATES
OF AMERICA IN INDIA,
New Delhi.**

The American Embassy to the Ministry of External Affairs of India

No. 585

The Embassy of the United States of America presents its compliments to the Ministry of External Affairs and has the honor to refer to Embassy Note 313 of November 20, 1962,[¹] which advised the Ministry that the United States Government was replacing the present C-121 (Constellation) aircraft on the Embassy Run with C-135 (Boeing Jet) aircraft, with operational control remaining with the United States Air Force (MATS).[²]

The newer aircraft, with its greater speed and capability, is permitted, in accordance with Ministry Note STC/113/28/62,[¹] when entering from the West via Karachi airport, to land at Bombay, Ahmedabad or Delhi (Palam) airport, a route which interposes no difficulty nor inconvenience. On the other hand, if entry is from the East, the aircraft commander under ordinary circumstances has no alternative but to land at Calcutta (Dum Dum) before proceeding to New Delhi (Palam).

It would be a great convenience to the United States Government if entry from the East could be given the same flexibility as entry from the West, i.e., if the aircraft commander could have available to him the alternative of Calcutta or New Delhi as the port of entry.

The Embassy also proposes to the Ministry the following changes with respect to the operation of MATS aircraft in India.

¹ Not printed.

² Military Air Transport Service.

1. Discontinuance of formal diplomatic clearance on entry of MATS flights into India.

The Embassy believes that, particularly because of the frequency and regularity of the MATS flights into India, it would be of mutual advantage and convenience to the Ministry as well as the Embassy if continued submission of a Foreign Office note and the enclosure in quadruplicate could be eliminated. The Embassy of course would continue to comply rigidly with the requirement that a Flight Plan Notification be submitted to IAF.^[1]

2. Waiver of Visa requirements for crew members only.

While at the present time, as notified to the Ministry in the Embassy's Note 313 of 20 November 1962, the MATS aircraft will remain in New Delhi for approximately one hour and 30 minutes on each leg of the journey, in some cases it becomes necessary for the crew to remain overnight in New Delhi. A waiver of visa requirements for the aircraft crews, all of whom are members of the United States Air Force, would be greatly appreciated.

3. Permission for employees (American nationals) of civilian agencies of the United States Government to disembark in India from MATS aircraft.

Under the criteria established by the United States Air Force for use of MATS by employees (American nationals) of civilian agencies of the United States Government in areas which have been formally designated as Isolated Areas, such employees are permitted to be transported at no personal expense on MATS aircraft to certain localities for rest and recuperation. These employees of the United States agencies would not in any event be travelling on commercial aircraft, because of the costs involved. The Ministry is therefore requested to extend its permission for employees (American nationals) of civilian agencies of the United States Government located in other countries, particularly adjacent countries, to disembark in India from MATS aircraft. The Ministry will be aware that such employees vacationing in India will contribute to the expansion of tourism and to India's foreign exchange earnings.

The Embassy avails itself of this opportunity to renew the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA,
New Delhi, March 5, 1963.

¹ India Air Force.

The Ministry of External Affairs of India to the American Embassy

विदेश मंत्रालय, नई दिल्ली

MINISTRY OF EXTERNAL AFFAIRS

NEW DELHI-11

No. S.II.113-24/63.

August 29, 1963.

The Ministry of External Affairs presents its compliments to the Embassy of the United States of America and in continuation of this Ministry's Notes No. D.4073/63-S dated 14th March, 1963 and No. S.II.113-24/63 dated 4th June, 1963,[¹] regarding MATS flights in India has the honour to state as follows :-

- (i) The Government of India agree that the present procedure of submitting requests for each flight in quaduplicate may be replaced by quarterly flights plans. It is, however, requested that the Embassy may kindly forward flight plans for the ensuing quarter well in advance. Any subsequent change in the schedule may also be communicated as soon as possible.
- (ii) The Government of India regret that they cannot agree to the proposal of granting permission to the American nationals of civilian agencies to disembark in India from MATS flights, though they are prepared to consider individual requests on merit.
- (iii) The Government of India have no objection to making New Delhi as port of entry for flights from the East. It is, however, requested that if any traffic is to be disembarked at Calcutta the aircraft should make the first landing there for such disembarkation.
- (iv) The Government of India regret their inability to waive visa requirements for the crew members and hence it is requested that the crew members may possess transit visas as at present.

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



THE EMBASSY OF THE
UNITED STATES OF AMERICA,
New Delhi.

¹ Not printed.

URUGUAY

Peace Corps Program

*Agreement effected by exchange of notes
Signed at Montevideo March 19 and July 31, 1963;
Entered into force July 31, 1963.*

The American Ambassador to the Uruguayan Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Montevideo, March 19, 1963

No. 388

EXCELLENCY:

I have the honor to refer to the Ministry's Note No. S.M. 200/62 of June 13, 1962,[¹] and 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 Uruguay. These understandings are proposed pursuant to, and in supplementation of, the General Agreement for a Program of Technical Cooperation between the Governments of the United States of America and the Oriental Republic of Uruguay which was signed on March 23, 1956, and entered into force on March 22, 1960.[²]

1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by the Government of the Oriental Republic of Uruguay and approved by the Government of the United States to perform mutually agreed tasks in Uruguay. The Volunteers will work under the immediate supervision of governmental or private organizations in Uruguay 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.

2. The Government of the Oriental Republic of Uruguay will accord equitable treatment to the Volunteers and their property; afford them full aid and protection, including treatment no less favor-

¹Not printed.

²TIAS 4491; 11 UST 1489.

able than that accorded generally to nationals of the United States residing in Uruguay; and fully inform, consult, and cooperate with representatives of the Government of the United States with respect to all matters concerning them. Peace Corps Volunteers will be accorded the same treatment with respect to (a) taxes or duties on payments they receive to defray their living costs in Uruguay and income received from sources outside Uruguay as are technical and administrative personnel under paragraph 1 of Article IV of the aforementioned General Agreement, except that such treatment shall not extend to license fees or taxes or duties included in the prices of equipment, supplies and services, and (b) customs duties and other taxes, fees, and charges on personal property (not including automobiles) introduced into Uruguay for their own use at or about the time of their arrival, as are administrative and technical personnel under paragraph 2 of Article IV of the aforementioned General Agreement.

3. The Government of the United States will provide the Volunteers with such limited amounts of equipment and supplies as may be agreed upon between authorized representatives of the United States Government and the supervisory organizations designated under paragraph 1 of this note to enable the Volunteers to perform their tasks effectively. Such equipment and supplies shall be accorded the same treatment as are supplies, materials and equipment under paragraph 3 of Article IV of the aforementioned General Agreement.

4. To enable the Government of the United States to discharge its responsibilities under this understanding, the Government of the Oriental Republic of Uruguay 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 the Oriental Republic of Uruguay. Such persons will be accorded the same treatment with respect to all taxes on income derived from their Peace Corps work or sources outside Uruguay and from all other taxes and charges as are administrative and technical personnel under paragraph 1 of Article IV of the aforementioned General Agreement, except that such treatment shall not extend to license fees and taxes or other charges included in the prices of equipment, supplies, and services. They will also be accorded the same treatment with respect to customs, duties, taxes and other fees and charges as are administrative and technical personnel under paragraph 2 of Article IV of the aforementioned General Agreement, except that personnel of United States private organizations shall be accorded only the treatment which volunteers are accorded under paragraph 2 thereof.

5. Funds introduced into Uruguay for use hereunder by the Government of the United States or contractors financed by it shall be accorded the same treatment as are funds under paragraph 3 and 4 of Article IV of the aforementioned General Agreement.

6. 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 Uruguay as appear necessary or desirable for the purpose of implementing this understanding. The undertakings of each Government herein are subject to the availability of funds and to the applicable laws of that Government.

If Your Excellency's Government concurs in the above understandings, they will be put into practice upon receipt of Your Excellency's note expressing your Government's formal concurrence therein and shall remain in force until 90 days after the date of written notification from either Government to the other of the intention to terminate these understandings.

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

WYMBERLEY DER. COERR

His Excellency

ALEJANDRO ZORRILLA DE SAN MARTÍN,
Minister of Foreign Affairs,
Montevideo.

The Uruguayan Under Secretary of State to the American Ambassador

MINISTERIO DE RELACIONES EXTERIORES

DIPLOMATICOS

464/49-B.26

MONTEVIDEO, 31 de julio de 1963.-

SEÑOR EMBAJADOR:

Tengo el honor de acusar recibo de la nota N° 338 de fecha 19 de marzo último, en la que Vuestra Excelencia se sirvió reiterar y ampliar la propuesta formulada anteriormente para hacer posible la actuación en el Uruguay de voluntarios estadounidenses del llamado Cuerpo de Paz, en el entendido de que la acción del referido Cuerpo se haría de conformidad con el Acuerdo General para un Programa de Cooperación Técnica entre los Gobiernos de los Estados Unidos de América y de la República Oriental del Uruguay, firmado el 23 de marzo de 1956 y en vigencia desde el 22 de marzo de 1960.-

Al respecto, cúmpleme poner en conocimiento de Vuestra Excelencia que, analizado el contenido de los distintos numerales de la nota de referencia, y de acuerdo con lo estipulado en el citado Acuerdo General de Cooperación Técnica, este Ministerio considera procedente aceptar el ofrecimiento contenido en dicha nota.-

Aprovecha la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta consideración,

HECTOR GROS ESPIELL.

Al Excelentísimo señor

WYMBERLEY DE R. COERR,

*Embajador Extraordinario y Plenipotenciario de los Estados Unidos de América.
Montevideo.*

Translation

MINISTRY OF FOREIGN AFFAIRS

DIPLOMATIC DIVISION

464/49-B.26

MONTEVIDEO, July 31, 1963

MR. AMBASSADOR:

I have the honor to acknowledge receipt of note No. 338 dated March 19 last, in which Your Excellency was good enough to repeat and enlarge the scope of the proposal previously made by you in order to make possible the service in Uruguay of United States volunteers of the so-called Peace Corps, with the understanding that the work of the aforesaid Corps would be carried out in accordance with the General Agreement for a Program of Technical Cooperation between the Governments of the United States of America and the Oriental Republic of Uruguay, signed on March 23, 1956 and in force from March 22, 1960.

In this connection, I inform Your Excellency that, the contents of the various numbered paragraphs of the note in reference having been analyzed, and in accordance with the above-mentioned General Agreement of Technical Cooperation, this Ministry deems it appropriate to accept the offer contained in that note.

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

HECTOR GROS ESPIELL.

His Excellency

WYMBERLEY DE R. COERR,

*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Montevideo.*

**EUROPEAN ATOMIC ENERGY
COMMUNITY (EURATOM)**

Atomic Energy: Cooperation for Peaceful Uses

*Agreement amending the additional agreement of June 11, 1960,
as amended.*

*Signed at Brussels and Washington August 22 and 27, 1963;
Entered into force October 15, 1963.*

**AMENDMENT TO THE ADDITIONAL AGREEMENT
FOR COOPERATION**

OF JUNE 11, 1960

AS AMENDED

BETWEEN

THE UNITED STATES OF AMERICA

AND

THE EUROPEAN ATOMIC ENERGY COMMUNITY (EURATOM)

WHEREAS the Government of the United States of America and the European Atomic Energy Community (EURATOM) signed an Agreement for Cooperation on November 8, 1958, [¹] concerning Peaceful Uses of Atomic Energy, as a basis for cooperation in programs for the advancement of peaceful applications of atomic energy;

WHEREAS such Agreement contemplates that from time to time the Parties may enter into further Agreements for Cooperation in the peaceful aspects of atomic energy;

WHEREAS said Parties signed an additional agreement, herein-after referred to as the Additional Agreement, on June 11, 1960, [²] to provide for further cooperation, which was amended by the Agreement signed on May 21 and 22, 1962, [³] to provide supplementary requirements for special nuclear materials;

WHEREAS programs within the Community require additional quantities of uranium 235 that are not provided for by existing Agreements for Cooperation; and

WHEREAS the Government of the United States of America has indicated its readiness to supply supplementary quantities of uranium 235,

The Parties agree to amend the Additional Agreement as follows:

1. Paragraph A. of Article I is amended to read as follows:

A.1. The United States will sell or lease, as the Parties may agree, to the Community for use in

- (a) defined research applications in the Community, including experimental plants for the chemical processing or fabrication of special nuclear materials, and research and materials testing reactors and
- (b) defined power (including propulsion) applications in the Community, including experimental and demonstration projects

up to a net amount of uranium 235 contained in uranium which when added to the net amount of uranium 235 required for the execution of the Joint Program as established by the Agreement for Cooperation signed on November 8, 1958, between the Parties will not exceed 30,000 kilograms of uranium 235. Additional quantities of uranium 235 for the same purposes will be made available as may be authorized pursuant to United States law and agreed by the Parties.

¹ TIAS 4173; 10 UST 75.

² TIAS 4650; 11 UST 2589.

³ TIAS 5104; 13 UST 1439.

2. Up to a net amount of 3,000 kilograms of uranium 235 will be made available for use in defined projects pursuant to Paragraph A.1. (a) of this Article. Additional quantities of uranium 235 for the same purposes may be made available in excess of the quantity of 3,000 kilograms as may be agreed.
 3. The supply of uranium 235 for defined power applications pursuant to Paragraph A.1. (b) will take place pursuant to specific contracts entered into within five years of the date each particular amount is agreed upon pursuant to Paragraph A.1. Any such amount of uranium 235 not already sold or leased within that period for power applications may be allocated by mutual agreement to uses in the Community within the scope of this Agreement or will cease to be available for the Community unless otherwise agreed.
 4. The net amount of special nuclear material shall be its gross quantity, sold or leased to the Community, less the recoverable quantity thereof which has been resold or otherwise returned to the Government of 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.
2. Paragraph A. of Article VI is amended to read as follows:
- A. This Agreement shall enter into force on the first day on which each Party shall have received from the other Party 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 until December 31, 1995.
 3. This Amendment, which shall be regarded as an integral part of the Additional Agreement, shall enter into force on the day on which each Party shall have received from the other Party 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 representatives duly authorized thereto have signed this Amendment.

DONE at Brussels and Washington this 22nd. and 27th day of August 1963, in duplicate, in the English, French, German, Italian and Dutch languages, each language being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

RUSSELL FESSENDEN

GLENN T SEABORG

FOR THE EUROPEAN ATOMIC ENERGY COMMUNITY (EURATOM):

HEINZ L KREKELER

¹ Oct. 15, 1963.

AMENDEMENT**A L'AVENANT DU 11 JUIN 1960 (AMENDE)****A****L'ACCORD DE COOPERATION****ENTRE****LES ETATS-UNIS D'AMERIQUE****ET****LA COMMUNAUTE EUROPEENNE DE L'ENERGIE ATOMIQUE**
(EURATOM)

CONSIDERANT que le Gouvernement des Etats-Unis d'Amérique et la Communauté Européenne de l'Energie Atomique (EURATOM) ont, en date du 8 novembre 1958, signé un Accord de Coopération concernant les Utilisations Pacifiques de l'Energie Atomique offrant la base d'une coopération dans l'exécution de programmes destinés à promouvoir les applications pacifiques de l'énergie atomique;

CONSIDERANT que ledit Accord prévoit la possibilité pour les Parties de conclure, de temps à autre, d'autres accords de coopération relatifs aux aspects pacifiques de l'énergie atomique;

CONSIDERANT que lesdites Parties ont, en date du 11 juin 1960, signé un Avenant à l'Accord de Coopération (ci-après dénommé "Avenant") prévoyant une plus ample coopération, Avenant qui a été modifié par l'Amendement signé les 21 et 22 mai 1962, en vue de la fourniture de quantités supplémentaires de matières nucléaires spéciales;

CONSIDERANT que certains programmes dans la Communauté nécessitent des quantités supplémentaires d'uranium 235 qui ne sont pas prévues dans les accords de coopération existants; et

CONSIDERANT que le Gouvernement des Etats-Unis d'Amérique a fait savoir qu'il était disposé à fournir des quantités supplémentaires d'uranium 235,

Les Parties conviennent de modifier l'Avenant comme suit:

1. Le paragraphe A. de l'article I est amendé comme suit:

A.1. Les Etats-Unis vendront ou loueront à la Communauté, selon ce qui sera convenu entre les Parties, pour utilisation:

- (a) dans des applications déterminées en matière de recherche dans la Communauté, y compris les installations expérimentales de traitement chimique ou de fabrication de matières nucléaires spéciales, ainsi que les réacteurs de recherche et les réacteurs d'essai des matériaux, et
- (b) dans des applications déterminées en matière de production d'énergie (y compris la propulsion) dans la Communauté, y compris les installations expérimentales et de démonstration,

une quantité nette maxima d'uranium 235 contenu dans l'uranium qui, ajoutée à la quantité nette d'uranium 235 nécessaire pour l'exécution du programme commun établi dans l'Accord de Coopération signé le 8 novembre 1958 entre les Parties, ne dépassera pas 30.000 kilogrammes d'uranium 235. Des quantités supplémentaires d'uranium 235 pour les

- mêmes usages pourront être fournies dans la mesure autorisée par la législation des Etats-Unis et convenue entre les Parties.
2. Une quantité maxima nette de 3.000 kilogrammes d'uranium 235 pourra être fournie pour utilisation dans des projets déterminés conformément au paragraphe A.1, alinéa (a) du présent article. Des quantités supplémentaires d'uranium 235 pour les mêmes usages pourront être fournies en plus des 3.000 kilogrammes, selon ce qui sera convenu.
 3. La fourniture d'uranium 235 pour des applications définies en matière de production d'énergie dans le cadre du paragraphe A.1, alinéa (b) fera l'objet de contrats spéciaux conclus dans les cinq ans à partir de la date à laquelle il aura été convenu de chaque quantité particulière en application du paragraphe A.1. Passé ce délai, toute quantité d'uranium 235 qui n'aura pas déjà été vendue ou louée pour des applications en matière de production d'énergie pourra, d'un commun accord, être affectée à des utilisations, dans la Communauté, relevant du domaine d'application du présent accord ou cessera d'être à la disposition de la Communauté, à moins qu'il n'en soit décidé autrement.
 4. La quantité nette de matières nucléaires spéciales représentera la quantité brute vendue ou louée à la Communauté, moins la quantité récupérable de ces matières qui aura été revendue où aura fait retour d'une autre manière au Gouvernement des Etats-Unis d'Amérique, où encore aura été transférée à toute autre nation ou groupe de nations avec l'approbation du Gouvernement des Etats-Unis d'Amérique.
2. Le paragraphe A de l'article VI est amendé comme suit:
- A. Le présent Avenant entrera en vigueur le jour où chacune des Parties aura reçu de l'autre Partie notification écrite indiquant qu'elle a accompli toutes les formalités légales et constitutionnelles requises pour l'entrée en vigueur d'un tel Avenant et demeurera en vigueur jusqu'au 31 décembre 1995.
 3. Le présent amendement, qui sera réputé partie intégrante de l'Avenant, entrera en vigueur le jour où chacune des Parties aura reçu de l'autre Partie notification écrite indiquant qu'elle a accompli toutes les formalités légales et constitutionnelles requises pour l'entrée en vigueur du présent amendement.

EN FOI DE QUOI les représentants soussignés, dûment autorisés à cet effet, ont signé le présent amendement.

FAIT à Bruxelles et à Washington les 22 et 27 août 1963 en deux exemplaires, en langues allemande, anglaise, française, italienne et néerlandaise, chaque texte faisant également foi.

POUR LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE:

RUSSELL FESSENDEN

GLENN T SEABORG

POUR LA COMMUNAUTE EUROPEENNE DE L'ENERGIE ATOMIQUE (EURATOM):

HEINZ L KREKELER

ÄNDERUNGSAKOMMEN**ZUM GEÄNDERTEN ZUSATZAKOMMEN VOM 11. JUNI 1960****(LETZTGÜLTIGE FASSUNG)****ÜBER ZUSAMMENARBEIT****ZWISCHEN****DEN VEREINIGTEN STAATEN VON AMERIKA****UND****DER EUROPÄISCHEN ATOMGEMEINSCHAFT (EURATOM)**

IN DER ERWÄGUNG, daß die Regierung der Vereinigten Staaten von Amerika und die Europäische Atomgemeinschaft (EURATOM) am 8. November 1958 als Grundlage für die Zusammenarbeit bei Programmen zur Förderung der friedlichen Nutzung der Atomenergie ein Abkommen über Zusammenarbeit bei der friedlichen Verwendung der Atomenergie geschlossen haben;

IN DER ERWÄGUNG, daß dieses Abkommen die Möglichkeit vorsieht, daß die Parteien von Zeit zu Zeit weitere Abkommen über Zusammenarbeit im Hinblick auf die friedlichen Seiten der Atomenergie schließen;

IN DER ERWÄGUNG, daß die genannten Parteien am 11. Juni 1960 ein Zusatzabkommen über eine weitere Zusammenarbeit geschlossen haben (im folgenden als "Zusatzabkommen" bezeichnet), das durch das am 21. und 22. Mai 1962 unterzeichnete Abkommen über die Lieferung zusätzlich benötigter Mengen besonderen Kernmaterials geändert worden ist;

IN DER ERWÄGUNG, daß für Programme innerhalb der Gemeinschaft zusätzliche Mengen Uran 235 benötigt werden, die in den bestehenden Abkommen über Zusammenarbeit nicht vorgesehen sind; und

IN DER ERWÄGUNG, daß die Regierung der Vereinigten Staaten von Amerika sich bereit erklärt hat, zusätzlich benötigte Mengen Uran 235 zu liefern,

kommen die Parteien überein, das Zusatzabkommen wie folgt zu ändern:

1. Artikel I A erhält folgenden Wortlaut:

A.1. Je nach Vereinbarung der Parteien verkaufen oder verpachten die Vereinigten Staaten der Gemeinschaft zur Verwendung bei

- (a) näher bestimmten Forschungsvorhaben in der Gemeinschaft, einschließlich Versuchsanlagen für die chemische Aufarbeitung oder Herstellung besonderen Kernmaterials und Forschungs- und Materialprüfreaktoren sowie
- (b) näher bestimmten Vorhaben im Zusammenhang mit der Energieerzeugung (einschließlich Antriebszwecken) in der Gemeinschaft, einschließlich Versuchs- und Demonstrationsprojekten,

in Uran enthaltenes U-235 bis zu einer Nettomenge, die zusammen mit der zur Durchführung des Gemeinsamen Pro-

gramms gemäß dem am 8. November 1958 zwischen den Parteien geschlossenen Abkommen über Zusammenarbeit benötigten Nettomenge U-235 30.000 Kilogramm U-235 nicht übersteigt. Weitere Mengen Uran 235 für die gleichen Zwecke werden zur Verfügung gestellt, soweit dies nach amerikanischem Recht genehmigt und zwischen den Parteien vereinbart wird.

2. Bis zu 3.000 Kilogramm U-235 netto werden zur Verwendung bei näher bestimmten Projekten gemäß A 1 Buchstabe (a) dieses Artikels zur Verfügung gestellt. Über die Menge von 3.000 Kilogramm hinaus können je nach Vereinbarung weitere Mengen U-235 für die gleichen Zwecke zur Verfügung gestellt werden.
 3. Die Lieferung von Uran 235 für näher bestimmte Vorhaben im Zusammenhang mit der Energieerzeugung gemäß Absatz A 1 Buchstabe (b) erfolgt aufgrund besonderer Verträge, die binnen 5 Jahren nach dem Zeitpunkt geschlossen werden, an dem die Vereinbarung über die jeweilige Einzelmenge gemäß Absatz A 1 zustande gekommen ist. Jede solche Menge Uran 235, die innerhalb dieser Frist nicht bereits für Vorhaben im Zusammenhang mit der Energieerzeugung verkauft oder verpachtet worden ist, kann im gegenseitigen Einvernehmen für in den sachlichen Geltungsbereich dieses Abkommens fallende Verwendungszwecke innerhalb der Gemeinschaft zugeteilt werden; anderenfalls stehen sie der Gemeinschaft, sofern nichts anderes vereinbart ist, nicht mehr zur Verfügung.
 4. Als Nettomenge des besonderen Kernmaterials gilt die an die Gemeinschaft verkaufte oder verpachtete Bruttomenge, abzüglich der rückgewinnbaren Menge, die der Regierung der Vereinigten Staaten von Amerika zurückverkauft oder in anderer Weise zurückgegeben oder an einen anderen Staat oder eine andere Staatengruppe mit Zustimmung der Regierung der Vereinigten Staaten von Amerika übertragen worden ist.
2. Artikel VI A erhält folgenden Wortlaut:
 - A. Dieses Abkommen tritt am ersten Tage in Kraft, an dem jede Partei von der anderen eine schriftliche Notifizierung darüber erhalten hat, daß sie alle gesetzlichen und verfassungsmäßigen Erfordernisse für das Inkrafttreten dieses Abkommens erfüllt hat, und gilt bis zum 31. Dezember 1995.
 3. Dieses Änderungsabkommen ist Bestandteil des Zusatzabkommens und tritt an dem Tage in Kraft, an dem jede Partei von der anderen eine schriftliche Notifizierung darüber erhalten hat, daß sie alle gesetzlichen und verfassungsmäßigen Erfordernisse für das Inkrafttreten dieses Änderungsabkommens erfüllt hat.

ZU URKUND DESSEN haben die unterzeichneten, hierzu gehörig bevollmächtigten Vertreter dieses Änderungsabkommen unterschrieben.

GESCHEHEN zu Brüssel und Washington, am 22. und 27. August 1963 in zwei Urschriften in deutscher, englischer, französischer, italienischer und niederländischer Sprache, wobei jeder Wortlaut gleichermaßen verbindlich ist.

FÜR DIE REGIERUNG DER VEREINIGTEN STAATEN VON AMERIKA:

RUSSELL FESSENDER
GLENN T SEABORG

FÜR DIE EUROPÄISCHE ATOMGEMEINSCHAFT (EURATOM):

HEINZ L KREKELER

EMENDAMENTO AL TESTO EMENDATO**DELL'ACCORDO ADDIZIONALE DI COOPERAZIONE**
DELL'11 GIUGNO 1960**CONCLUSO****TRA GLI STATI UNITI D'AMERICA****E****LA COMUNITA' EUROPEA DELL'ENERGIA ATOMICA**
(EURATOM)

CONSIDERANDO che il Governo degli Stati Uniti d'America e la Comunità Europea dell'Energia Atomica (EURATOM) hanno firmato in data 8 novembre 1958 un Accordo di Cooperazione concernente l'utilizzazione dell'energia atomica a scopi pacifici, che costituisce la base di una cooperazione nell'esecuzione di programmi relativi allo sviluppo delle applicazioni pacifiche dell'energia atomica;

CONSIDERANDO che tale Accordo prevede per le Parti la possibilità di concludere di tanto in tanto altri accordi di cooperazione relativi agli aspetti pacifici dell'energia atomica;

CONSIDERANDO che le suddette Parti hanno firmato l'11 giugno 1960 un accordo addizionale, qui di seguito denominato "Accordo Addizionale", che prevede una più ampia cooperazione e che è stato modificato dall'Emendamento firmato il 21 e 22 maggio 1962 allo scopo di soddisfare le richieste supplementari di materiali nucleari speciali;

CONSIDERANDO che i programmi nell'ambito della Comunità richiedono quantitativi addizionali di uranio 235, non previsti negli Accordi di cooperazione esistenti; e

CONSIDERANDO che il Governo degli Stati Uniti d'America si è dichiarato disposto a fornire quantitativi addizionali di uranio 235,

Le Parti convengono di emendare l'Accordo Addizionale nel modo seguente:

1. Il paragrafo A dell'articolo I viene emendato come segue:

A.1. Gli Stati Uniti venderanno o daranno in locazione alla Comunità, secondo quanto sarà convenuto tra le Parti, ai fini dell'utilizzazione

- (a) in determinate applicazioni della ricerca nella Comunità, compresi gli impianti sperimentali per il trattamento chimico e la fabbricazione di materiali nucleari speciali, i reattori di ricerca e i reattori per la prova dei materiali, e
- (b) in determinate applicazioni di energia (compresa la propulsione) nella Comunità, nonché negli impianti sperimentali e di dimostrazione

un quantitativo massimo netto di uranio 235 contenuto nell'uranio che, aggiunto al quantitativo netto di uranio 235 necessario all'esecuzione del programma comune stabilito nell'Accordo di cooperazione firmato l'8 novembre 1958 dalle

Parti, non ecceda 30.000 chilogrammi di uranio 235. Quantitativi addizionali di uranio 235 saranno messi a disposizione per gli stessi fini se ed in quanto lo autorizzi la legge statunitense e l'accordo tra le Parti.

2. A norma del presente articolo, paragrafo A.1. comma (a), verrà messo a disposizione un quantitativo netto fino alla concorrenza di 3.000 chilogrammi di uranio 235 ai fini dell'utilizzazione in determinati impianti. Oltre al quantitativo di 3.000 chilogrammi suddetto, potranno essere messi a disposizione per gli stessi fini, a condizioni da convenirsi, quantitativi addizionali di uranio 235.
3. Il trasferimento a norma del presente articolo, paragrafo A.1. comma (b) di uranio 235 per determinate applicazioni di energia, verrà effettuato in conformità di contratti specifici conclusi entro cinque anni dalla data in cui ciascun quantitativo sarà stato convenuto in conformità del paragrafo A.1. Trascorso tale periodo, qualsiasi quantitativo di uranio 235 che non sia stato ancora venduto o dato in locazione per applicazioni di energia potrà essere destinato, di comune accordo, ad utilizzazioni nella Comunità nel quadro del presente Accordo o cesserà dall'essere disponibile per la Comunità, salvo contraria pattiuzione.
4. Il quantitativo netto di materiale nucleare speciale sarà costituito dal quantitativo lordo, venduto o dato in locazione alla Comunità, meno il quantitativo recuperabile di tale materiale che sarà stato rivenduto o in altro modo restituito al Governo degli Stati Uniti d'America o trasferito a qualsiasi altro paese o gruppo di paesi con l'approvazione del Governo degli Stati Uniti d'America.

2. Il paragrafo A dell'articolo VI viene emendato come segue:

- A. Il presente Accordo entrerà in vigore il giorno in cui ciascuna delle Parti avrà ricevuto dall'altra Parte notificazione scritta che essa si è conformata a tutte le disposizioni legali e costituzionali per l'entrata in vigore di tale Accordo e rimarrà in vigore fino al 31 dicembre 1995.
3. Questo Emendamento, che sarà considerato parte integrante dell'Accordo Addizionale, entrerà in vigore il giorno in cui ciascuna delle Parti avrà ricevuto dall'altra Parte notificazione scritta che essa ha osservato tutte le formalità prescritte dalle leggi e dalla Costituzione per l'entrata in vigore di tale Emendamento.

IN FEDE DI CHE i sottoscritti rappresentanti all'uopo autorizzati
hanno firmato il presente Emendamento.

FATTO a Bruxelles e a Washington il 22 e il 27 agosto 1963 in
duplice copia, nelle lingue francese, inglese, italiana, olandese e
tedesca, i cinque testi facenti ugualmente fede.

Per il Governo degli Stati Uniti d'America:

RUSSELL FESSENDEN

GLENN T SEABORG

Per la Comunità Europea dell'Energia Atomica (EURATOM):

HEINZ L KREKELER

WIJZIGING OP DE AANVULLENDE OVEREENKOMST
TOT SAMENWERKING

VAN 11 JUNI 1960

TUSSEN

DE VERENIGDE STATEN VAN AMERIKA

EN

DE EUROPESE GEMEENSCHAP VOOR ATOOMENERGIE
(EURATOM)

ZOALS DEZE WERD GEWIJZIGD

OVERWEGENDE, dat de Regering van de Verenigde Staten van Amerika en de Europese Gemeenschap voor Atoomenergie (EURATOM) op 8 november 1958 een Overeenkomst tot Samenwerking betreffende het vreedzame gebruik van Atoomenergie hebben ondertekend, die de grondslag vormt voor de samenwerking bij de uitvoering van programma's ter bevordering van de vreedzame toepassing van atoomenergie;

OVERWEGENDE, dat genoemde Overeenkomst Partijen de mogelijkheid biedt van tijd tot tijd andere Overeenkomsten te sluiten die voorzien in een samenwerking met betrekking tot de vreedzame aspecten van atoomenergie;

OVERWEGENDE, dat genoemde Partijen op 11 juni 1960 een Aanvullende Overeenkomst, hierna te noemen "Aanvullende Overeenkomst" hebben ondertekend om een grondslag te leggen voor verdere samenwerking, welke Aanvullende Overeenkomst is gewijzigd bij de op 21 en 22 mei 1962 ondertekende Overeenkomst ten einde te voorzien in verdere behoeften aan bijzondere splijtstoffen;

OVERWEGENDE, dat voor bepaalde programma's in de Gemeenschap aanvullende hoeveelheden uranium-235 nodig zijn, waarin de bestaande overeenkomsten tot samenwerking niet voorzien; en

OVERWEGENDE, dat de Regering van de Verenigde Staten van Amerika zich bereid heeft verklaard, aanvullende hoeveelheden uranium-235 te leveren,

Komen de Partijen overeen de Aanvullende Overeenkomst als volgt te wijzigen:

1. Paragraaf A van artikel I wordt gewijzigd en luidt als volgt:

A.1. De Verenigde Staten verkopen of verhuren, al naar Partijen zullen overeenkomen, aan de Gemeenschap:

- (a) voor nader omschreven toepassingen op het gebied van het onderzoek in de Gemeenschap, met inbegrip van proefinstallaties voor de chemische opverwarming of fabrixcage van bijzondere splijtstoffen en onderzoeks- en materiaalbeproevingreactoren en
- (b) voor nader omschreven toepassingen op het gebied van de energieproductie (met inbegrip van voortstuwing) in de Gemeenschap, met inbegrip van projecten voor experimentele en demonstratielosleninden,

ten hoogste een nettohoeveelheid van in uranium aanwezig uranium-235, die tezamen met de nettohoeveelheid uranium-235, die nodig is voor de uitvoering van het Gemeenschappelijk Programma, dat werd vastgelegd bij de op 8 november 1958

door Partijen ondertekende Overeenkomst tot Samenwerking, niet meer zal bedragen dan 30.000 kg uranium-235. Voor zover dit krachtens de Amerikaanse wet wordt toegestaan en door de Partijen wordt overeengekomen, zullen voor dezelfde doeleinden aanvullende hoeveelheden uranium-235 beschikbaar worden gesteld.

2. Een nettohoeveelheid van ten hoogste 3.000 kg uranium-235 zal beschikbaar worden gesteld voor nader omschreven projecten, krachtens paragraaf A.1. (a) van dit artikel. Verdere hoeveelheden uranium-235 voor dezelfde doeleinden zullen eventueel beschikbaar worden gesteld boven de hoeveelheid van 3.000 kg, voor zover nader zal worden overeengekomen.
 3. De levering van uranium-235 voor nader omschreven toepassingen op het gebied van de energieproduktie ingevolge paragraaf A.1. (b), zal plaatsvinden op grond van afzonderlijke contracten die gesloten worden binnen vijf jaar na de datum waarop de levering van een bepaalde hoeveelheid ingevolge paragraaf A.1. wordt overeengekomen. Elk van deze hoeveelheden uranium-235 die binnen deze periode nog niet voor toepassingen op het gebied van de energieproduktie zijn verkocht of verhuurd, kan in onderling overleg worden bestemd om binnen de Gemeenschap te worden gebruikt voor doelstellingen die binnen het kader van deze Overeenkomst vallen of zal niet langer voor de Gemeenschap beschikbaar zijn, tenzij Partijen anders overeengkommen.
 4. De nettohoeveelheid bijzondere splitstoffen zal gelijk zijn aan de brutohoeveelheid die aan de Gemeenschap is verkocht of verhuurd, verminderd met de terug te winnen hoeveelheid van deze stoffen die aan de Regering van de Verenigde Staten van Amerika is terugverkocht of op andere wijze aan genoemde Regering is teruggegeven of die, met goedkeuring van de Regering der Verenigde Staten van Amerika, aan een andere staat of groep van staten is overgedragen.
2. Paragraaf A van artikel VI wordt gewijzigd en luidt als volgt:
 - A. Deze Overeenkomst treedt in werking op de dag waarop elke Partij van de andere een schriftelijke kennisgeving heeft ontvangen, dat zij heeft voldaan aan alle wettelijke en grondwettelijke vereisten voor de inwerkingtreding van deze Overeenkomst en zal van kracht blijven tot 31 december 1995.
 3. Deze Wijziging, die wordt beschouwd als een bestanddeel van de Aanvullende Overeenkomst, treedt in werking op de dag waarop elke Partij van de andere een schriftelijke kennisgeving heeft ontvangen, volgens welke zij heeft voldaan aan alle wettelijke en grondwettelijke vereisten voor de inwerkingtreding van deze Wijziging.

TEN BLIJKE WAARVAN, de ondergetekende hiertoe behoorlijk gevormdige vertegenwoordigers deze Wijziging hebben ondertekend.

GEDAAN te Brussel en Washington op 22 en 27 augustus 1963 in tweevoud, in de Duitse, Engelse, Franse, Italiaanse en Nederlandse taal, zijnde de vijf teksten gelijkelijk authentiek.

VOOR DE REGERING VAN DE VERENIGDE STATEN VAN AMERIKA:

RUSSELL FESSENDEN

GLENN T SEABORG

VOOR DE EUROPESE GEMEENSCHAP VOOR ATOOMENERGIE (EURATOM):

HEINZ L KREKELER

PANAMA

Taxation: Withholding of Panamanian Income Tax

*Agreement effected by exchange of notes
Signed at Panamá August 12 and 30, 1963;
Entered into force August 30, 1963.
With United States note
Dated at Panamá August 29, 1963.*

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

PANAMÁ, R. P.
August 12, 1963

No. 80

EXCELLENCY:

In response to the request of the Republic of Panamá, I have the honor to propose that the United States of America deduct and withhold income tax imposed by the Republic of Panamá upon the income of persons who are not exempt from income taxation by the Republic of Panamá and who reside either in the Canal Zone or in the Republic of Panamá and are employed within the Canal Zone in the service of the Canal, the railroad, or auxiliary works, insofar as that income is earned by service with the Canal, the railroad, or auxiliary works.

I have the further honor to propose the following withholding system:

1. There shall be withheld from the compensation of those employees not exempt from income taxation by the Republic of Panamá and who reside either in the Canal Zone or in the Republic of Panamá and are employed within the Canal Zone in the service of the Canal, the railroad, or auxiliary works, the amount of income tax, as computed in accordance with paragraph 4 of this agreement, imposed on such compensation by the law of Panamá.

2. The withholding of income tax shall commence with respect to compensation paid on or after September 1, 1963.

3. The withholding of the income tax of the Republic of Panamá shall be upon the compensation subject to such withholding under the provisions of the income tax law of the Republic of Panamá.

4. Withholding of the income tax of the Republic of Panamá shall be implemented in accordance with, and at the rates prescribed by, provisions of the income tax law of the Republic of Panamá, subject

to any adjustments that may be required for mechanical reasons. Any amendment to the income tax law will be implemented upon a copy of such amendment being furnished to the United States by Panamá; provided, that such amendment does not create an employer contribution not deriving from the compensation due the employee and provided that any tax levied pursuant to such an amendment shall be imposed on a non-discriminatory basis and shall in no case be imposed at a rate higher or more burdensome than that applicable to income of citizens of the Republic of Panamá generally.

5. The form and timing for reporting withheld income tax, and the method and timing of payment of the amounts withheld to the appropriate authorities of the Republic of Panamá shall be resolved by administrative agreement between those authorities and the agencies of the United States Government involved.

It is hereby understood that nothing in this agreement is to be construed

a. as consent by the United States of America to the imposition or withholding of any tax of the Republic of Panamá upon:

- (1) members of the Armed Forces of the United States of America,
- (2) citizens of the United States of America, including those who have dual nationality, and
- (3) other individuals who are not citizens of the Republic of Panamá and who reside within the Canal Zone,

to which they are not now subject as stated in Article 2 of the 1955 Treaty of Mutual Understanding and Cooperation.^[1]

b. as consent to collection by the Canal, the railroad, or auxiliary works of any amounts connected with the income tax of the Republic of Panamá—e.g., delinquent taxes, fines, penalties, et al—except the withheld tax specified in this agreement.

c. as subjecting the United States of America, the Canal, the railroad, or auxiliary works, or any employees thereof as a consequence of this agreement to deduct and withhold to any civil, administrative, or penal action provided for by the law of the Republic of Panamá.

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

JOSEPH S. FARLAND

His Excellency
GALILEO SOLÍS,
Minister of Foreign Relations.

¹TIAS 3297; 6 UST 2276.

The Panamanian Minister of Foreign Relations to the American Ambassador

REPUBLICA DE PANAMA
MINISTERIO DE RELACIONES EXTERIORES

No. PREU-879/1021

PANAMÁ, 30 de agosto de 1963.

SEÑOR EMBAJADOR:

Tengo el honor de acusar recibo de la nota de Vuestra Excelencia No. 80, fechada el 12 de agosto de 1963, que dice lo siguiente:

“En respuesta a la solicitud de la República de Panamá, tengo el honor de proponer que los Estados Unidos de América deduzcan y retengan el gravamen sobre la renta que la República de Panamá impone a las personas que no están exentas del impuesto sobre la renta por la República de Panamá y quienes residen bien en la Zona del Canal o en la República de Panamá y están empleadas en la Zona del Canal al servicio del Canal, el ferrocarril u obras auxiliares, hasta donde el ingreso es derivado del servicio al Canal, el ferrocarril u obras auxiliares.

“Tengo además el honor de proponer el siguiente sistema de retención :

“1. Se retendrá de la remuneración de aquellos empleados no exentos del impuesto sobre la renta por la República de Panamá y quienes residen bien en la Zona del Canal o en la República de Panamá y están empleados en la Zona del Canal al servicio del Canal, el ferrocarril u obras auxiliares, el importe del impuesto sobre la renta según sea computado con arreglo al parágrafo 4 de este acuerdo, impuesto sobre dicha remuneración por la ley panameña.

“2. La retención del impuesto sobre la renta comenzará con respecto a las remuneraciones pagadas el 1º de septiembre de 1963, o después de esa fecha.

“3. La retención del impuesto sobre la renta de la República de Panamá será sobre las remuneraciones sujetas a dicha retención con arreglo a las disposiciones de la ley del impuesto sobre la renta de la República de Panamá.

“4. La retención del impuesto sobre la renta de la República de Panamá se llevará a cabo de acuerdo con y según las escalas prescritas por las disposiciones de la ley panameña del impuesto sobre la renta, con sujeción a cualesquier ajustes que sean necesarios por razones del mecanismo. A cualquier modificación que se hiciere a la ley del impuesto sobre la renta se le dará cumplimiento al proporcionar Panamá a los Estados Unidos una copia de dicha modificación, siempre que dicha modificación no creare contribución por parte del patrono no derivada de la remuneración correspondiente al empleado y siempre que cualquier gravamen de conformidad con dicha modificación sea impuesto a base no discriminatoria y en

ningún caso sea impuesto a un tipo más alto o más recargado que el aplicable a los ingresos de los ciudadanos de la República de Panamá en general.

“5. La forma y tiempo para la presentación de los impuestos retenidos y el método y tiempo de pago de las sumas retenidas a la República de Panamá serán resueltos mediante acuerdo administrativo entre las autoridades y entidades pertinentes del Gobierno de los Estados Unidos.

“Por el presente queda entendido que nada de lo contenido en este acuerdo se considerará:

“a. como consentimiento de los Estados Unidos de América a la imposición o retención de cualquier gravamen de la República de Panamá sobre:

- “(1) miembros de las Fuerzas Armadas de los Estados Unidos de América,
- “(2) ciudadanos de los Estados Unidos de América, incluyendo aquellos que tienen nacionalidad dual, y
- “(3) otros individuos que no son ciudadanos de la República de Panamá y quienes residen en la Zona del Canal.

quienes no se encuentran actualmente obligados de conformidad con el Artículo 2 del Tratado de 1955 sobre Mutuo Entendimiento y Cooperación.

“b. como consentimiento al cobro por el Canal, el ferrocarril o las obras auxiliares de cualesquier cantidades relacionadas con el impuesto sobre la renta de la República de Panamá—p. ej. impuestos atrasados, multas, sanciones, etc.—salvo la retención del impuesto especificado en este acuerdo.

“c. en el sentido de que los Estados Unidos de América, el Canal, el ferrocarril o las obras auxiliares, o cualesquier empleados de los mismos queden sujetos como consecuencia de este acuerdo sobre retención y deducción, a acción alguna de carácter civil, penal o administrativa estatuidas por la ley de la República de Panamá.

“Acepte, Excelencia, las reiteradas seguridades de mi más alta y distinguida consideración.”

En contestación, tengo el honor de expresar el acuerdo del Gobierno de la República de Panamá respecto al procedimiento esbozado en la nota de Vuestra Excelencia antes transcrita.

Sírvase aceptar Vuestra Excelencia las reiteradas seguridades de mi más alta y distinguida consideración.

GALILEO SOLIS

Galileo Solis,
Ministro de Relaciones Exteriores.

A Su Excelencia

el señor JOSEPH S. FARLAND,
Embajador de los Estados Unidos de América,
Presente.

Translation

REPUBLIC OF PANAMA
MINISTRY OF FOREIGN RELATIONS

No. PREU-679/1021

PANAMA, August 30, 1963

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 80 dated August 12, 1963, which reads as follows:

[For the English language text of the note, see *ante*, p. 1478.]

In reply, I have the honor to signify the agreement of the Government of the Republic of Panama to the procedure set forth in Your Excellency's note transcribed above.

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

GALILEO SOLIS

Galileo Solis
Minister of Foreign Relations

His Excellency

JOSEPH S. FARLAND,
Ambassador of the
United States of America,
City.

*The American Embassy to the Panamanian Ministry of Foreign Relations***No. 176**

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Relations of the Republic of Panama and, with reference to its note No. 80 of August 12, 1963 regarding the withholding of Panamanian income taxes from the salaries of those employees of United States agencies in the Canal Zone liable for the payment of such taxes, has the honor to confirm that the term "auxiliary works", as used in note No. 80, is intended and understood to cover all United States Government agencies in the Canal Zone, including the Armed Forces of the United States.

EMBASSY OF THE UNITED STATES OF AMERICA,
Panama, August 29, 1963.

INDIA

Atomic Energy: Cooperation for Civil Uses

*Agreement signed at Washington August 8, 1963;
Entered into force October 25, 1963.*

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

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

Whereas the Government of India has decided to construct and operate a civil atomic power station near Tarapur in Maharashtra State as hereinafter specified;

Whereas the Government of the United States of America and the Government of India desire to cooperate with respect to the construction and operation of the aforesaid civil atomic power station;

Now therefore the Parties hereto agree as follows:

ARTICLE I

Unclassified information shall be exchanged between the Parties hereto with respect to the development, design, construction, operation, and use of the Tarapur Atomic Power Station, including research and development related thereto and problems of health and safety connected therewith.

ARTICLE II

A. During the period of this Agreement the United States Commission will sell to the Government of India and the Government of India will purchase from the United States Commission, as needed, all requirements of the Government of India for enriched uranium for use as fuel at the Tarapur Atomic Power Station, it being understood that the Tarapur Atomic Power Station shall be operated on no other special nuclear material than that made available by the United States Commission and special nuclear material produced therefrom. The enriched uranium, which shall contain no more than twenty per cent (20%) U-235, will be made available in accordance with the terms, conditions and delivery schedules set forth in a contract to be made between the Parties; provided, however, that the net amount

of U-235 contained in the enriched uranium sold hereunder shall not exceed 14,500 kilograms. The net amount of U-235 shall be the gross quantity of U-235 contained in the enriched uranium sold to the Government of India hereunder less the quantity of U-235 contained in recoverable uranium resold or otherwise returned to the Government of the United States of America or transferred to any other nation or group of nations or international organization with the approval of the Government of the United States of America.

B. The net amount of U-235 contained in the enriched uranium to be sold pursuant to Paragraph A of this Article has been agreed upon by the Parties on the basis of estimated requirements for fueling the Tarapur Atomic Power Station. If the construction of the Tarapur Atomic Power Station is not begun by June 30, 1965, the United States shall not be required, unless it is otherwise agreed, to sell enriched uranium for fueling the Tarapur Station under this Agreement.

C. Within the limitations contained in Paragraph A of this Article the quantity of enriched uranium sold by the United States Commission under this Article and held by the Government of India pursuant to this Agreement shall not at any time be in excess of the quantity necessary for the full loading of the Tarapur Atomic Power Station, plus such additional quantity as, in the opinion of the Parties, is necessary to permit the efficient and continuous operation of the Station.

D. The Government of India will retain title to any enriched uranium purchased from the United States Commission.

E. It is agreed that when any special nuclear material utilized in the Tarapur Atomic Power Station requires reprocessing, and recourse is not taken by the Government of India to the provisions of Article VI C of this Agreement, such reprocessing may be performed in Indian facilities upon a joint determination of the Parties that the provisions of Article VI of this Agreement may be effectively applied, or in such other facilities as may be mutually agreed. It is understood, except as may be otherwise agreed, that the form and content of any irradiated fuel elements removed from the reactors shall not be altered before delivery to any such reprocessing facility.

F. With respect to any special nuclear material produced in the Tarapur Atomic Power Station which is in excess of the need of the Government of India for such material in its program for the peaceful uses of atomic energy, the Government of the United States of America shall have the first option to purchase such special nuclear material at the fuel value price of the United States Commission which may be in effect domestically at such time as it may exercise its option. If such option is not exercised, the Government of India may with the approval of the Government of the United States of America transfer such excess special nuclear material to any other nation or group of nations or international organization.

G. Some atomic energy materials which the Government of India may request the United States Commission to provide in accordance with this Agreement are harmful to persons and property unless handled and used carefully. After delivery of such materials to the Government of India, the Government of India 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.

ARTICLE III

Materials needed for use at or in connection with the Tarapur Atomic Power Station, other than source materials or the special nuclear materials required for fueling the reactors, will, when such materials are not available commercially, be transferred by the Government of the United States of America to the Government of India on such terms and conditions and in such amounts as may be mutually agreed; provided, however, that special nuclear material transfers will be confined to limited quantities.

ARTICLE IV

The application or use of any information (including design drawings and specifications) and any material, equipment and devices, exchanged or transferred 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, materials, equipment and devices for any particular use or application.

ARTICLE V

It is agreed that the Government of the United States of America will permit persons under its jurisdiction to transfer and export materials, equipment and devices, other than source or special nuclear materials, to, and perform services for, the Government of India and such persons under its jurisdiction as are authorized by the Government of India to receive and possess such materials, equipment and devices, and utilize such services for the Tarapur Atomic Power Station, subject to applicable laws, regulations and license requirements of the Government of the United States of America and the Government of India.

ARTICLE VI

A. The Parties to this Agreement emphasize their common interest in assuring that any material, equipment or device made available to the Government of India for use in the Tarapur Atomic Power Station, or in connection therewith, pursuant to this Agreement shall be used solely for peaceful purposes. The Government of India emphasizes, in contrast to the position of the United States, that its agreement to the provisions of this Article in relation to equipment or devices transferred pursuant to this Agreement has been accorded

in consideration of the fact that, as provided in this Agreement, the Tarapur Atomic Power Station will be operated on no other special nuclear material than that furnished by the Government of the United States of America and special nuclear material produced therefrom, in consequence of which the provisions of this Article in relation to equipment or devices in any case ensue from the safeguards on fuel.

B. The following arrangements shall be applicable between the Parties:

1. The Parties have reviewed the design of the Tarapur Atomic Power Station and may review any significant modification in this design for the sole purpose of determining that the arrangements provided in this Article can be effectively applied. For the same purpose, the Parties may review the design of other facilities which will use, fabricate or process any special nuclear material made available pursuant to this Agreement or produced in the Tarapur Atomic Power Station. Such a review of the design of these other facilities will not be required if the Government of India, pursuant to mutually acceptable measurement arrangements, has placed an agreed equivalent amount of the same type of special nuclear material under the scope of this Agreement.
2. The Parties have agreed that a system of records and reports shall be established to assure the complete accountability of any special nuclear material which is made available to the Government of India pursuant to this Agreement or which is produced in the Tarapur Atomic Power Station. This system of records and reports shall be as described in the schedule annexed hereto and marked Annexure "A".
3. Any special nuclear material made available pursuant to this Agreement or produced in the Tarapur Atomic Power Station, which is surplus to the current needs of the fuel cycle for the Tarapur Atomic Power Station and which is not transferred by the Government of India pursuant to this Agreement, shall, unless otherwise mutually agreed, be stored at the Tarapur Atomic Power Station.
4. There will be consultations and periodic exchanges of visits between the Parties to give assurance that the objectives set forth in paragraph A of this Article and the provisions of this Agreement concerning transfers are being observed. To the extent relevant to the accomplishment thereof, personnel designated by the Government of the United States of America, following consultation with the Government of India, upon request of the Government of the United States of America, and personnel designated by the Government of India shall have full access to the Tarapur Atomic Power Station and to conversion, fabrication and chemical processing facilities in India at such time as special nuclear material transferred to the Government of India for, or received from, the Tarapur

Atomic Power Station is located at such facilities, and at such other times as may be relevant to the accomplishment of the above-noted objectives. Personnel so designated shall also be afforded access to other places and data, and to persons, to the extent relevant to the accomplishment of those objectives. The personnel designated by either Party, accompanied by personnel of the other Party if the latter so requests, may make such independent measurements as either Party considers necessary; and nothing in this Agreement is intended to impede the ability of either Party to have prompt access to data, places and persons to the extent relevant to accomplish the above-noted objectives. The Government of the United States of America will keep such access to a minimum consistent with the need for effective verification that those objectives are being observed.

C. Notwithstanding anything contained in this Agreement the Government of India shall have the right, upon prior notice to the Government of the United States, to remove from the scope of this Agreement quantities of special nuclear material provided it has, pursuant to mutually acceptable measurement arrangements, placed agreed equivalent quantities of the same type of special nuclear material under the scope of this Agreement.

D. In the event of noncompliance with the guarantees or with the provisions of this Article, and the subsequent failure of the Government of India to fulfill such guarantees and provisions within a reasonable time, the Government of the United States of America shall have the right to suspend or terminate this Agreement and require the return of any equipment and devices transferred under this Agreement and any special nuclear material safeguarded pursuant to this Article.

ARTICLE VII

A. The Government of India guarantees that the safeguards in Article VI shall be maintained and that:

1. No material, equipment or device transferred to the Government of India or authorized persons under its jurisdiction pursuant to this Agreement, by sale, lease or otherwise, will be used for atomic weapons or for research on or development of atomic weapons or for any other military purpose, and
2. That no such material, equipment or device will be transferred to unauthorized persons or beyond the jurisdiction of the Government of India except as may be agreed to by the Government of the United States of America and the Government of India, and then only if in the opinion of the United States Commission such transfer falls 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 or international organization.

B. The Government of the United States of America guarantees that no special nuclear material produced at the Tarapur Atomic Power Station and acquired by it, or an equivalent amount of the same type substituted therefor, shall be used for atomic weapons or for research on or development of atomic weapons or for any other military purpose.

ARTICLE VIII

A. Recognizing the desirability of making use of the facilities and services of the International Atomic Energy Agency, the Parties agree in principle that, at a suitable time, the Agency will be requested to enter into a trilateral agreement for the implementation of the safeguards provisions of Article VI, in accordance with the following paragraphs. In addition, in accordance with the objectives set forth in the Statute of the International Atomic Energy Agency,[¹] the Government of the United States of America is prepared, in principle, to include appropriate provisions in the aforementioned trilateral agreement, for the application of Agency safeguards to such special nuclear material produced in the Tarapur Atomic Power Station as may be received in the United States, or to equivalent material substituted therefor.

B. After the Agency has adopted a system of safeguards for reactors of the size of those of the Tarapur Atomic Power Station and at a reasonable time to be mutually agreed upon, the Parties will consult with each other to determine whether the system so adopted is generally consistent with the safeguards provisions contained in Article VI. If the system is generally consistent with these provisions, the Parties will request the Agency to enter into a trilateral agreement as referred to in the preceding paragraph. While the Parties recognize that the trilateral agreement should be implemented as soon as practicable, it is agreed, in order to avoid any dislocation or uncertainty during the period of early operation of the Tarapur Atomic Power Station, that the Government of India may specify that the agreement shall not be implemented until the Station has reached reliable full-power operation.

C. In the event the Parties do not reach a mutually satisfactory agreement on the terms of the trilateral arrangement envisaged in this Article, paragraph A, either Party may, by notification, terminate this bilateral agreement. Before either Party takes steps to terminate, the Parties will carefully consider the economic effect of any such termination. Neither Party will invoke its termination rights until the other Party has been given sufficient advance notice to permit arrangements by the Government of India, 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. The Government of the United

¹ TIAS 3873; 8 UST 1093.

States of America will not invoke its termination rights unless there has been widespread acceptance, by those nations with whom it has bilateral agreements, of the implementation of safeguards by the Agency or of provisions similar to those contained in this Agreement. In the event of termination by either Party, the Government of India 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 materials received pursuant to this Agreement and 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 India for such returned material at the current schedule of prices then in effect domestically.

ARTICLE IX

For the purposes of this Agreement:

- (a) "United States Commission" means the United States Atomic Energy Commission.
- (b) "Tarapur Atomic Power Station" means an electrical generating power plant consisting of two boiling water reactors and associated equipment with a combined net output of approximately 380 MWe, to be located near Tarapur, Maharashtra State, India.
- (c) "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.
- (d) "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.
- (e) "Reactor" means an apparatus, other than an atomic weapon, in which a self-supporting fission chain reaction is maintained by utilizing uranium, plutonium, or thorium.
- (f) "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.
- (g) "Special nuclear material" means (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235 and any other material which the United States Commission pursuant to the United States Atomic Energy Act [¹] determines to be special nuclear material; or (2) any material artificially enriched by any of the foregoing.

¹ 68 Stat. 919; 42 U.S.C. § 2011 *et seq.*

(h) "Source material" means (1) uranium, thorium or any other material which is determined by either Party to be source material; or (2) ores containing one or more of the foregoing materials in such concentration as either Party may determine from time to time.

(i) "Parties" means the Government of the United States of America and the Government of India, including the United States Commission on behalf of the Government of the United States of America. "Party" means one of the above-mentioned "Parties".

(j) "Reliable full power operation" shall be deemed to have been reached one year after the Tarapur Atomic Power Station has first operated continuously for one hundred hours at full power. In computing this one-year period, periods during which either reactor is not in operation for more than four consecutive weeks will be excluded.

ARTICLE X

This Agreement shall enter into force on the date on which both Governments have notified each other of compliance with all statutory and constitutional requirements for entry into force of such Agreement [¹] and shall remain in force for a period of thirty (30) years.

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

DONE at Washington, in duplicate, this eighth day of August 1963.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

PHILLIPS TALBOT

GLENN T. SEABORG

FOR THE GOVERNMENT OF INDIA:

BRAJ KUMAR NEHRU

ANNEXURE "A"

The Parties have agreed that the system of records and reports for the Tarapur Atomic Power Station will consist of the following elements:

A. With respect to records, information covering the following will be included:

¹ Oct. 25, 1963.

1. receipts of all nuclear materials*,
 2. internal movements of all nuclear materials,
 3. any removal of nuclear materials, including shipments, known losses, and unaccounted for quantities,
 4. inventories of all nuclear materials on hand at the end of each accounting period, showing form, quantity, and location, and
 5. reactor-operating data necessary for determining and reporting on the production and consumption of any nuclear materials and the use of the Tarapur Atomic Power Station.
- B. With respect to reports, information covering the following will be included:
 1. all receipts and removals of nuclear materials,
 2. any production and consumption of nuclear materials,
 3. any known losses and unaccounted-for nuclear materials,
 4. all inventories of nuclear materials, and
 5. the operation of the Tarapur Atomic Power Station, including unusual incidents; and significant modifications made or to be made in the plant or in the fueling program.

Routine reports covering the foregoing elements shall be submitted to the Government of the United States of America and the Government of India on a monthly basis. Any losses of nuclear materials, however, or any unusual incidents or major changes in the fueling program will be reported as soon as the loss has been discovered or the change has been scheduled.

The Parties further agree that if any special nuclear material which is made available to India pursuant to this Agreement or produced in the Tarapur Atomic Power Station is placed, in accordance with this Agreement, in any facilities in India other than the Tarapur Atomic Power Station, then the principles of the agreed-upon system referred to in Paragraph B.2 of Article VI of this Agreement and set forth in this Annexure will be applied to such a situation.

The records and reports will include such details as may be relevant to the achievement of the objectives of Article VI and may be modified by mutual agreement.

In the event of unusual incidents, special reports may be requested, including such amplifications and elucidations as each party considers relevant to the achievement of the objectives of Article VI.

*The term "nuclear material" as used in this Annexure means both source materials and special nuclear materials as they are defined in Article IX of this Agreement.

[Footnote in the original.]

AUSTRALIA

Tracking Stations

Agreement amending the agreement of February 26, 1960, as amended.

Effectuated by exchange of notes

Signed at Canberra October 22, 1963;

Entered into force October 22, 1963.

The American Ambassador to the Australian Minister of State for External Affairs

No. 62

CANBERRA, October 22, 1963

SIR:

I have the honor to refer to the Agreement between the Governments of the United States of America and of the Commonwealth of Australia concerning a cooperative program for the joint establishment and operation in Australia of certain space vehicle tracking and communications facilities for scientific purposes, effected by an exchange of notes signed at Canberra on 26th February, 1960, [¹] and amended by an exchange of notes of 9th January and 11th February, 1963. [²] Paragraph 2 of the Agreement contains a list of the specific facilities established in Australia and provides that the list may be amended from time to time by agreement between our two governments. In this connection, I refer to recent discussions between representatives of the United States of America and Australia of the need for the installation and operation of an additional station for satellite tracking to observe future scientific programs and refer also to the selection by the United States National Aeronautics and Space Administration and the Australian Department of Supply of a site for the Deep Space Radio Tracking Facility dealt with in paragraph 2(g) of the Agreement.

In view of the selection of this site and in view of the mutual benefits to be derived by our two Governments from the establishment of the additional station, I have the honor to propose that sub-paragraph 2(g) of the Agreement be amended and a sub-paragraph 2(h) be added, to read as follows:

¹ TIAS 4435; 11 UST 223.

² TIAS 5291; *ante*, p. 169.

- "(g) Deep Space Radio Tracking Facility near Canberra,
- "(h) Wide Band Command and Data Acquisition Facility near Canberra."

If the foregoing proposal is acceptable to the Government of the Commonwealth of Australia, I suggest that this note and your reply to that effect shall constitute an agreement between our two Governments, which shall enter into force and effect on the date of your reply.

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

WILLIAM C. BATTLE

The Honorable

Sir GARFIELD BARWICK, Q.C.,
*Minister of State for External Affairs,
Canberra.*

The Australian Minister of State for External Affairs to the American Ambassador

MINISTER FOR EXTERNAL AFFAIRS
CANBERRA, A.C.T.
22nd October, 1963

YOUR EXCELLENCY:

I have the honour to acknowledge receipt of your Note of today's date, reading as follows:

"I have the honour to refer to the Agreement between the Governments of the United States of America and of the Commonwealth of Australia concerning a co-operative programme for the joint establishment and operation in Australia of certain space vehicle tracking and communications facilities for scientific purposes, effected by an exchange of notes signed at Canberra on 26th February, 1960, and amended by an exchange of notes of 9th January and 11th February, 1963. Paragraph 2 of the Agreement contains a list of the specific facilities established in Australia and provides that the list may be amended from time to time by agreement between our two governments. In this connection, I refer to recent discussions between representatives of the United States of America and Australia of the need for the installation and operation of an additional station for satellite tracking to observe future scientific programmes and refer also to the selection by the United States National Aeronautics and Space Administration and the Australian Department of Supply of a site for the Deep Space Radio Tracking Facility dealt with in paragraph 2(g) of the Agreement.

In view of the selection of this site and in view of the mutual benefits to be derived by our two Governments from the establishment of the additional station, I have the honour to propose that sub-paragraph 2(g) of the Agreement be amended and a sub-paragraph 2(h) be added, to read as follows:

- "(g) Deep Space Radio Tracking Facility near Canberra.
- (h) Wide Band Command and Data Acquisition Facility near Canberra."

If the foregoing proposal is acceptable to the Government of the Commonwealth of Australia, I suggest that this note and your reply to that effect shall constitute an agreement between our two Governments, which shall enter into force and effect on the date of your reply."

I have the honour to confirm that your proposal is acceptable to the Government of the Commonwealth of Australia, which concurs in your suggestion that your note and my present reply shall constitute an agreement between our two Governments, such agreement to enter into force and effect on today's date.

I have the honour to be, with high consideration,
Your Excellency's obedient servant,

G BARWICK

Garfield Barwick

His Excellency Mr W.C. BATTLE,
Ambassador of the United States of America,
Canberra, A.C.T.

CANADA

Trade: Joint United States-Canadian Committee on Trade and Economic Affairs

Agreements amending the agreement of November 12, 1953.

Effectuated by exchange of notes

Signed at Washington October 2, 1961;

Entered into force October 2, 1961.

And exchange of notes.

Signed at Washington September 17, 1963;

Entered into force September 17, 1963.

The Secretary of State to the Canadian Ambassador

DEPARTMENT OF STATE
WASHINGTON
October 2, 1961

EXCELLENCY:

I have the honor to refer to the Embassy's Note No. 821 of November 12, 1953 and the Department's reply of November 12, 1953 [¹] by which our two Governments agreed to the establishment of a Joint United States-Canadian Committee on Trade and Economic Affairs.

I have the honor to propose that the United States membership should henceforth include on a permanent basis the Secretary of the Interior. It is the United States view that there is great and growing interest in matters concerned with the development and exchange of energy resources and that there should be regular consultation and cooperation between the two countries in this field.

If the Government of Canada is agreeable to the foregoing proposal, I suggest that the present Note and your reply to that effect should constitute an amendment to the agreement of November 12, 1953 between our two Governments.

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

For the Secretary of State:

WILLIAM R. TYLER

His Excellency

A. D. P. HEENEY,

Ambassador of Canada.

¹ TIAS 2922; 5 UST 314.

The Canadian Ambassador to the Secretary of State

CANADIAN EMBASSY

AMBASSADE DU CANADA

No. 695

WASHINGTON, D.C.

October 2, 1961

SIR,

I have the honour to refer to your note of October 2, 1961, in which you propose that the United States membership of the Joint United States-Canadian Committee on Trade and Economic Affairs, which was established by an exchange of notes between our two Governments on November 12, 1953, should henceforth include on a permanent basis the Secretary of the Interior.

I have the honour to inform you that the Government of Canada concurs in this proposal and agrees that your note and this reply should constitute an amendment to the agreement of November 12, 1953, between our two Governments.

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

A. D. P. HEENEY.

The Honourable DEAN RUSK,
*Secretary of State of the United States,
Washington, D.C.*

The Canadian Ambassador to the Secretary of State

CANADIAN EMBASSY

AMBASSADE DU CANADA

No. 506

WASHINGTON, D.C.

September 17, 1963.

SIR,

I have the honour to refer to the Embassy's Note No. 821 of November 12, 1953, and the State Department's Note of November 12, 1953, as amended by an exchange of notes of October 2, 1961, by which our two Governments agreed to the establishment of a Joint United States-Canadian Committee on Trade and Economic Affairs.

I have the honour to propose that Canadian membership should henceforth include, on a permanent basis, the Minister of Industry. The purpose of the Department of Industry, which was created by an Act of Parliament on July 25, 1963, will be to foster effective economic growth and development in Canadian manufacturing industry and to assist the latter in taking advantage of opportunities for sound economic development. It is the Canadian view that this is a field in which useful consultation between the two countries could take place.

If the Government of the United States is agreeable to the foregoing proposal, I suggest that the present Note and your reply to

that effect should constitute an amendment to the Agreement of November 12, 1953, between our two Governments.

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

C S A RITCHIE

The Honorable

DEAN RUSK,

*The Secretary of State,
Washington.*

The Secretary of State to the Canadian Ambassador

DEPARTMENT OF STATE

WASHINGTON

Sep 17 1963

EXCELLENCY:

I have the honor to refer to your Note No. 506 of September 17, 1963, in which you propose that the Canadian membership of the Joint United States-Canadian Committee on Trade and Economic Affairs, which was established by an exchange of Notes between our two Governments on November 12, 1953, as amended by an exchange of Notes of October 2, 1961, should henceforth include on a permanent basis the Minister of Industry.

I have the honor to inform you that the Government of the United States concurs in this proposal and agrees that your Note and this reply should constitute an amendment to the Agreement of November 12, 1953, as amended, between our two Governments.

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

For the Secretary of State:

G. GRIFFITH JOHNSON

His Excellency

CHARLES S. A. RITCHIE,

Ambassador of Canada.

NORWAY

Mutual Defense Assistance: Administrative Expenditures

Agreement amending Annex C to the agreement of January 27, 1950.

Effectuated by exchange of notes

Dated at Oslo September 20 and October 16, 1963;

Entered into force October 16, 1963.

The American Ambassador to the Norwegian Minister of Foreign Affairs

M/88

The Ambassador of the United States of America presents his compliments to his Excellency the Royal Norwegian Minister of Foreign Affairs and, with reference to paragraph (1) of Article IV of the Mutual Defense Assistance Agreement between the United States and Norway, signed at Washington on January 27, 1950,[¹] has the honor, upon instruction from his Government, to state for the information of the Minister that the minimum amount of Norwegian Kroner necessary during the United States fiscal year 1964 for the administrative expenditures of the United States Embassy at Oslo in connection with the carrying out of the Agreement, including those of related training in Norway, has been estimated to be 3,753,000 Norwegian Kroner. It is understood that the balance of 2,328.79 Kroner remaining as of the close of business June 30, 1963, will operate to reduce the total amount required for deposit during the fiscal year 1964.

The Ambassador proposes that, in accordance with the previous practice, Annex C of the Bilateral Agreement be amended to read as follows:

"In implementation of paragraph (1) of Article IV of the Mutual Defense Agreement between the Governments of the United States of America and Norway, the Government of Norway will deposit Norwegian kroner at such times as requested in an account designated by the United States Embassy at Oslo, not to exceed in total 3,753,000 Norwegian kroner for its use on behalf of the Government of the United States of America for administrative expenditures

¹ TIAS 2016; 1 UST 108.

within Norway in connection with carrying out that Agreement for the period ending June 30, 1964."

It is suggested that, if acceptable to the Norwegian Government, this Note and the Minister's reply together shall constitute an amendment to Annex C of the Mutual Defense Agreement between the United States of America and Norway, signed at Washington, D.C. on January 27, 1950.

C. R. WHARTON

EMBASSY OF THE UNITED STATES OF AMERICA,
Oslo, September 20, 1963.

The Norwegian Minister of Foreign Affairs to the American Ambassador

DET KGL. UTENRİKSDEPARTEMENT
MINISTÈRE ROYAL
DES
AFFAIRES ETRANGÈRES

The Minister of Foreign Affairs presents his compliments to His Excellency the Ambassador of the United States of America and has the honour to acknowledge receipt of the Ambassador's Note of September 20, 1963, regarding the payment of administrative expenditures of the Embassy in connection with the carrying out of the Mutual Defence Assistance Agreement between Norway and the United States, signed at Washington on January 27, 1950.

The Minister has the honour to state that the Norwegian Government agrees to the Proposal made in the Ambassador's Note to the effect that Annex C of the Bilateral Agreement be amended to read as follows:

"In implementation of paragraph (1) of Article IV of the Mutual Defense Agreement between the Governments of the United States of America and Norway, the Government of Norway will deposit Norwegian kroner at such times as requested in an account designated by the United States Embassy at Oslo, not to exceed in total 3,753,000.-Norwegian kroner for its use on behalf of the Government of the United States of America for administrative expenditures within Norway in connection with carrying out that Agreement for the period ending June 30, 1964."

It is understood that the balance of 2,328.79 kroner remaining as of the close of business June 30, 1963, will operate to reduce the total amount required for deposit during the fiscal year 1964.

As the fiscal year in Norway corresponds to the calendar year, the acceptance of the proposal set out above will, as far as the granting of the funds for the period after January 1, 1964 is concerned, be subject to confirmation by Norwegian authorities.

The Minister agrees that the Ambassador's Note of September 20, 1963, together with this reply, constitute an amendment to Annex C of the Mutual Defence Assistance Agreement between Norway and the United States of America, signed at Washington D.C. on January 27, 1950.

OSLO, 16th October 1963.

R T B.

[SEAL]

His Excellency Mr. CLIFTON R. WHARTON,
Ambassador of the United States of America.

COLOMBIA

Agricultural Commodities: Sales Under Title IV

*Agreement signed at Bogotá March 27, 1963;
Entered into force March 27, 1963.
With exchange of letters
Signed at Bogotá March 29 and April 15, 1963.*

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF COLOMBIA UNDER TITLE IV OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

The Government of the United States of America and the Government of Colombia:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries in a manner which would utilize surplus agricultural commodities, including the products thereof, produced in the United States of America to assist economic development in Colombia:

Recognizing that such expanded trade should be carried on in a manner which would not displace cash marketings of the United States of America in those commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Recognizing further that by providing such commodities to Colombia under long-term supply and credit arrangements, the resources and manpower of Colombia can be utilized more effectively for economic development without jeopardizing meanwhile adequate supplies of agricultural commodities for the domestic use;

Desiring to set forth the understandings which will govern the sales, as specified below, of commodities to Colombia pursuant to Title IV of the Agricultural Trade Development and Assistance Act, [¹] as amended (hereinafter referred to as the Act);

Have agreed as follows:

¹ 73 Stat. 610; 7 U.S.C. §§ 1731-1736.

ARTICLE ICOMMODITY SALES PROVISIONS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of Colombia of credit purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance during the period July 1, 1962 to June 30, 1963 inclusive, or such longer periods as may be authorized by the Government of the United States of America, sales for United States dollars, to purchasers authorized by the Government of Colombia, of the following:

<u>Commodity</u>	<u>Approximate Maximum Quantity</u> (Metric Tons)	<u>Maximum Export Market Value to be Financed</u> (Thousands)
Wheat, wheat flour and/or bulgur wheat	30,000	\$2,130
Inedible Tallow	2,000	330
Cottonseed and/or soybean oil	10,000	2,620
Tobacco/tobacco products	500	1,100
Ocean Transportation (Estimated)		635
Total		\$6,815

The total amount of financing provided in the credit purchase authorizations shall not exceed the above-specified total maximum export market value to be financed, except, that additional financing for ocean transportation will be provided if the estimated amount for financing shipments required to be made on United States flag vessels proves to be insufficient. It is understood that the Government of the United States of America will, as price declines or other marketing factors may require, limit the amount of financing provided in the credit purchase authorizations so that the quantities of commodities financed will not substantially exceed the above specified approximate maximum quantities.

2. With respect to the above commodities the two Governments will review annually supply and requirements factors and related matters, including normal patterns of trade with countries friendly to the United States of America, and agree upon any necessary adjustments of the composition and the approximate maximum quantities of the commodities, specified in paragraph 1 of this Article, to be supplied and export market value to be financed for any subsequent period.

3. Credit purchase authorization will include provisions relating to the sale and delivery of commodities and other relevant matters.

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

ARTICLE II

CREDIT PROVISIONS

1. The Government of Colombia will pay, or cause to be paid, in United States dollars to the Government of the United States of America for the commodities specified in Article I and related ocean transportation (except excess ocean transportation costs resulting from the requirement that United States vessels be used) the amount financed by the Government of the United States of America together with interest thereon.

2. The principal amount due for commodities delivered in each calendar year under this Agreement, including the applicable ocean transportation costs related to such deliveries, shall be paid in 19 approximately equal annual payments, the first of which shall become due two years after the date of the last delivery of commodities in such calendar year. Any annual payment may be made prior to the due date thereof.

3. Interest on the unpaid balance of the principal amount due the Government of the United States of America for commodities delivered in each calendar year shall be computed at the rate of three-quarters of one percentum per annum and shall begin on the date of the last delivery of commodities in such calendar year. Interest on the amount due with respect to deliveries in each calendar year which accrues for the semi-annual periods ending respectively 6 months, 12 months and 18 months after the date of the last delivery of commodities in such calendar year shall be paid not later than the ending dates of such respective semi-annual periods. Interest for the 6-month period ending on the first annual principal payment date shall be paid not later than such principal payment date. Thereafter, the interest on the unpaid balance shall be paid annually not later than the date on which annual payment of principal becomes due.

4. All payments shall be made in United States dollars, and the Government of Colombia will deposit, or cause to be deposited, such payments in the United States Treasury unless another depository is agreed upon by the two Governments.

5. The two Governments will 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.

6. For the purpose of determining the date of the last delivery of commodities for each calendar year, 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.

ARTICLE IIIGENERAL PROVISIONS

1. The Government of Colombia will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic consumption of the agricultural commodities purchased pursuant to this Agreement; to prevent the export of any commodity of either domestic or foreign origin which is the same as or like the commodities purchased pursuant to this Agreement during the period beginning on the date of this Agreement and ending on the final date on which said commodities are received and utilized (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this Agreement does not result in increased availability of these or like commodities to nations unfriendly to the United States of America.

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

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

4. The Government of Colombia will furnish, upon request of the Government of the United States of America, information on the progress of the program, including the arrival and condition of commodities, imports of commodities which may be required under this Agreement to be purchased from the United States of America or countries friendly to the United States of America in addition to commodities financed under this Agreement, and any exports of the same or like commodities.

ARTICLE IVCONSULTATION

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

The Agreement shall enter into force upon signature.

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

DONE in duplicate at Bogotá this 27th day of March, 1963.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

FULTON FREEMAN

Fulton Freeman

*Ambassador of the United States
of América*

FOR THE GOVERNMENT OF
COLOMBIA:

CORNELIO REYES

Cornelio Reyes

Minister of Agriculture

The American Ambassador to the Colombian Minister of Agriculture

AMERICAN EMBASSY
Bogotá, March 29, 1963

DEAR MR. MINISTER:

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of Colombia signed March 27.

I wish to confirm my Government's understanding of the agreement reached in conversations which have taken place between representatives of this Embassy and the Government of Colombia on two aspects of the Agreement as follows:

1. In expressing its concurrence that the commodities delivered pursuant to the Agreement should not unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries or displace cash marketings of the United States of America in these commodities, the Government of Colombia agrees that, during the United States fiscal year 1963, Colombia will import with its own resources from free world sources, including the United States of America, at least 68,000 metric tons of wheat and/or wheat flour or bulgur wheat in wheat equivalent; 31,000 metric tons of edible oils or oilseed equivalents of which not less than 5,800 metric tons shall be from the United States of America; 11,000 metric tons of inedible tallow of which not less than 10,600 metric tons shall be from the United States of America; and 125 metric tons of tobacco or leaf equivalent of tobacco products of which not less than 120 metric tons shall be from the United States of America. The quantities of the above-mentioned commodities are in addition to the commodities provided for in this Agreement.

2. The pesos resulting from the sale of commodities financed under the Agreement will be used by the Government of Colombia for economic and social development programs consistent with the purposes

and objectives of the Act of Bogota [¹] and the charter of Punta del Este [²] as may be generally agreed to by the two Governments.

I shall appreciate receiving your confirmation of the above understanding.

Sincerely yours,

FULTON FREEMAN

Fulton Freeman
American Ambassador

His Excellency

CORNELIO REYES

Minister of Agriculture,
Bogotá.

The Colombian Minister of Agriculture to the American Ambassador

REPUBLICA DE COLOMBIA
MINISTERIO DE AGRICULTURA

GABINETE

SECCION DESPACIO

NUMERO 08680

BOGOTÁ, D.E., Abril 15 de 1963

SEÑOR EMBAJADOR:

Tengo a honra referirme a su muy atenta nota del 29 de marzo último, relacionada con el acuerdo sobre Excedentes Agrícolas firmado entre los Gobiernos de Colombia y los Estados Unidos de América, el 27 de marzo de 1963, y en la cual confirma Ud. el pensamiento de su Gobierno acerca de los aspectos principales que pueden resumirse así:

1o.) Colombia importará con sus propios recursos, de mercados libres de países amigos, incluyendo los de los Estados Unidos de América, por lo menos 68.000 toneladas métricas de trigo y/o de harina de trigo o derivados del trigo como equivalencia de trigo; 31.000 toneladas métricas de aceites comestibles, o su equivalente en semillas productoras de aceite, de las cuales no menos de 5.800 toneladas métricas procederán de los Estados Unidos de América; 11.000 toneladas métricas de sebo, de las cuales no menos de 10.600 toneladas métricas procederán de los Estados Unidos de América; y 125 toneladas métricas de hoja de tabaco, o su equivalente en productos de tabaco, de las cuales no menos de 120 toneladas métricas procederán de los Estados Unidos de América.

2o. Los pesos en moneda colombiana que resulten de la venta de los artículos financiados por el Acuerdo los usará el Gobierno de Colombia en sus programas de desarrollo económico y social, teniendo en cuenta

¹ Department of State Bulletin, Oct. 3, 1960, p. 537.

² Ibid., Sept. 11, 1961, p. 462.

los propósitos y objetivos de la Carta de Bogotá, y el carácter de lo establecido en la reunión de Punta del Este, como pueda ser generalmente acordado por ambos Gobiernos.

Este Ministerio de Agricultura encuentra completamente equitativas y razonables las aclaraciones anteriores, y en tal virtud, otorga a este Convenio en nombre del Gobierno de Colombia, la confirmación que le solicita el Sr. Embajador de los Estados Unidos de América.

Con mi más distinguida consideración, quedo de Ud., muy atentamente,

CORNELIO REYES
Cornelio Reyes
Ministro de Agricultura

[SEAL]

A Su Excelencia
FULTON FREEMAN,
Embajador de los Estados Unidos,
Bogotá.

Translation

REPUBLIC OF COLOMBIA
MINISTRY OF AGRICULTURE

OFFICE
DESPATCH SECTION

No. 08680

BOGOTÁ, D.E., April 15, 1963

MR. AMBASSADOR:

I have the honor to refer to your note of March 29 last, concerning the Surplus Agricultural Commodities Agreement between the Government of Colombia and the United States of America, signed on March 27, 1963, in which you confirm your Government's understanding of the main aspects, which may be summarized as follows:

1. Colombia will import with its own resources from free markets of friendly countries, including those of the United States of America, at least 68,000 metric tons of wheat and/or wheat flour or wheat byproducts in wheat equivalent; 31,000 metric tons of edible oils or oilseed equivalents, of which not less than 5,800 metric tons shall be from the United States of America; 11,000 metric tons of tallow, of which not less than 10,600 metric tons shall be from the United States of America, and 125 metric tons of leaf tobacco, or the equivalent thereof in tobacco products, of which not less than 120 metric tons shall be from the United States of America.

2. The pesos in Colombian currency resulting from the sale of the commodities financed by the Agreement will be used by the Government of Colombia in its economic and social development programs,

with due regard for the purposes and objectives of the Charter of Bogotá and the character of the provisions adopted at the conference held in Punta del Este, as may be generally agreed to by the two Governments.

The Ministry of Agriculture considers the foregoing clarifications entirely fair and reasonable and, consequently, confirms this Agreement in the name of the Government of Colombia, as requested by Your Excellency.

Very truly yours,

CORNELIO REYES

Cornelio Reyes

Minister of Agriculture

[SEAL]

His Excellency

FULTON FREEMAN,

*Ambassador of the
United States,
Bogotá.*

IRAN

Education: Commission for Cultural Exchange and Financing of Exchange Programs

*Agreement signed at Tehran October 24, 1963;
Entered into force October 24, 1963.*

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE IMPERIAL GOVERNMENT OF IRAN FOR FINANCING CERTAIN EDUCATIONAL EX-CHANGE PROGRAMS

The Government of the United States of America and the Imperial Government of Iran:

Desiring to promote further mutual understanding between the peoples of the United States of America and Iran by a wider exchange of knowledge and professional talents through educational contacts;

Have agreed as follows:

ARTICLE 1

There shall be established a Commission to be known as the United States Commission for Cultural Exchange between Iran and the United States (hereinafter designated "the Commission"), which shall be recognized by the Government of the United States of America and the Imperial Government of Iran as an organization created and established to facilitate the administration of an educational program to be financed by funds made available to the Commission by the Government of the United States of America.

Except as provided in ARTICLE 8 hereof, the Commission shall be exempt from the domestic and local laws of the United States of America as they relate to the use and expenditure of the funds for the purposes set forth in the present Agreement. With regard to the funds and credits, and property acquired by the Commission in furtherance of the purposes set forth in the present Agreement, the Imperial Government of Iran will make available all facilities needed by the Commission for its successful operation; and, in any event, will accord treatment not less favorable than the treatment accorded to similar foreign institutions in Iran.

The funds made available by the Government of the United States of America under the present Agreement, within the conditions and limitations hereinafter set forth, shall be used by the Commission or

such other instrumentality as may be agreed upon by the Government of the United States of America and the Imperial Government of Iran for the following purposes:

1. Financing studies, research, instruction, and other educational activities (i) of or for citizens and nationals of the United States of America in Iran, and (ii) of or for nationals of Iran in American schools and institutions of learning located in or outside the United States of America; and
2. Financing visits and interchanges between the United States of America and Iran of students, trainees, teachers, instructors, and professors; and
3. Financing such other related educational and cultural programs and activities as are provided for in budgets approved in accordance with ARTICLE 3 hereof.

ARTICLE 2

In furtherance of the aforementioned purposes the Commission may, subject to the provisions of the present Agreement, exercise all powers necessary to the carrying out of the purposes of this Agreement, including the following:

1. Authorize the Treasurer of the Commission or such other person as the Commission may designate to open and operate bank accounts in the Bank Melli Iran in the name of the Commission. The appointment of the Treasurer or such designee shall be approved by the Secretary of State.
2. Authorize the disbursement of funds and the making of grants and advances of funds for the approved purposes of this Agreement, including payment for transportation, tuition, maintenance and other expenses incident thereto.
3. Plan, adopt and carry out programs in accordance with the purposes of the present Agreement.
4. Acquire, hold, and dispose of property in the name of the Commission as the Commission may consider necessary or desirable, provided, however, that the acquisition of any real property shall be subject to the prevailing rules and regulations of the Imperial Government of Iran and prior approval of the Secretary of State.
5. Recommend to the Board of Foreign Scholarships of the United States of America, students, trainees, professors, research scholars, teachers, and instructors, resident in Iran, and institutions of Iran qualified to participate in the programs.
6. Recommend to the aforesaid Board of Foreign Scholarships such qualifications for the selection of participants in the programs as it may deem necessary for achieving the purpose and objectives of this Agreement.
7. Provide for periodic audits of the accounts of the Commission as directed by the auditors selected by the Secretary of State.

8. Engage an Executive Officer, and administrative and clerical staff, and fix and pay the salaries and wages thereof and incur other administrative expenses as may be deemed necessary out of the funds made available.

9. Administer or assist in administering or otherwise facilitate educational and cultural programs and activities that further the purposes of the present Agreement but are not financed by funds made available under this Agreement, provided, however, that such programs and activities and the Commission's role therein shall be fully described in annual or special reports made to the Secretary of State and to the Imperial Government of Iran as provided in ARTICLE 6 hereof, and provided that no objection is interposed by either the Secretary of State or the Imperial Government of Iran to the Commission's actual or proposed role therein.

ARTICLE 3

All commitments, obligations and expenditures authorized by the Commission shall be made in accordance with an annual budget, to be approved by the Secretary of State.

ARTICLE 4

The Commission shall consist of eight members, four of whom shall be citizens of Iran and the other four citizens of the United States of America, and they shall serve one year, and shall be eligible for reappointment. The principal officer in charge of the Diplomatic Mission of the United States of America to Iran shall be honorary chairman of the Commission. He shall have the power of appointment and removal of the American members, and may cast the deciding vote in case of a tie. The Iranian members on the Commission shall be appointed and designated by the Iranian Ministry of Education. A chairman with voting power shall be selected by the Commission from among its members. Meetings of the Commission shall not be considered valid unless at least two Iranian members are present. The members shall serve without compensation but the Commission may authorize the payment of the necessary expenses of the members in attending the meetings of the Commission. Vacancies created by reason of transfer, resignation, or otherwise, shall be filled in the same manner as the original appointment.

ARTICLE 5

The Commission shall adopt such rules and appoint such committees as it shall deem necessary for the conduct of its affairs.

ARTICLE 6

Reports, prepared in a form and with a content which conform to the regulations prescribed by the Secretary of State, shall be submitted annually on the activities of the Commission, to the Iranian Ministry

of Foreign Affairs and the Secretary of State. Special reports may be made more often at the discretion of the Commission or at the request of either the Iranian Ministry of Foreign Affairs or the Secretary of State.

ARTICLE 7

The principal office of the Commission shall be in Tehran but meetings of the Commission and any of its committees may be held in such other places as the Commission may from time to time determine and the activities of any of the Commission's officers or staff may be carried on at such places as may be approved by the Commission.

ARTICLE 8

The Government of the United States of America and the Imperial Government of Iran agree that there may be used for the purposes of this Agreement any funds, including the equivalent of not less than \$600,000 in the currency of Iran, held or available for expenditure by the Government of the United States of America for such purposes.

The performance of this Agreement shall be subject to the availability of appropriations to the Secretary of State when required by the laws of the United States of America.

ARTICLE 9

Whenever in the present Agreement the term "Secretary of State" is used, it shall be understood to mean the Secretary of State of the United States of America or any officer or employee of the Government of the United States of America designated by him to act in his behalf.

ARTICLE 10

The present Agreement may be amended by the exchange of diplomatic notes between the Government of the United States of America and the Imperial Government of Iran.

ARTICLE 11

The Government of the United States of America and the Imperial Government of Iran shall make every effort to facilitate the carrying out of the present Agreement and to resolve the problems which may arise in the operation thereof.

United States citizens employed by the Commission, United States grantees engaged in educational and cultural activities and accompanying members of their families shall be exempt from Iranian income taxes, duties or other charges as follows:

A. The Commission shall be entitled to import up to three vehicles which shall be exempt from customs duties and other taxes for three years. Should the Commission, after the expiration of the above-

mentioned period, decide to sell such vehicles it should pay the due taxes and customs duties at the current rate.

B. The Commission may import free from customs duties, directly or indirectly, needed cigarettes, alcoholic liquors and foodstuffs in such quantity as authorized for a head of Diplomatic Mission, as determined by the Protocol Department of the Ministry of Foreign Affairs.

C. United States citizens employed by the Commission and United States grantees, as well as the accompanying members of their families, shall be exempt from income taxes and other similar taxes with respect of salaries and allowances received from the funds of the Commission. Income derived from any other Iranian source shall be subject to current Iranian rules and regulations.

D. United States citizens employed by the Commission and United States grantees shall not need work permits to obtain or renew residence permits.

ARTICLE 12

The present Agreement supersedes the Agreement between the Government of the United States of America and the Imperial Government of Iran signed at Tehran on September 1, 1949, as amended.^[1]

The present Agreement shall come into force upon the date of signature.

IN WITNESS WHEREOF the undersigned plenipotentiaries, being duly authorized by their respective Governments, have signed the present Agreement.

DONE this 24th day of October, 1963, in duplicate at Tehran, in the English and Persian languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA.

J C HOLMES

Julius C. Holmes
*Ambassador of the United
States of America
Tehran*

[SEAL]

FOR THE IMPERIAL
GOVERNMENT OF IRAN.

A. ARAM

Abbas Aram
Minister of Foreign Affairs

¹ TIAS 1973, 3956, 4824; 63 Stat. (pt. 3) 2685; 8 UST 2393; 12 UST 1127.

متن خود هستند این موافقتنامه را امضا کردند.

این موافقتنامه در دو نسخه انگلیسی و فارسی که هر دو متن متساویان اعتبار

دارند در تاریخ زیر تنظیم نشست.

تهران بنا بر تاریخ دوم آبان ۱۳۴۲
کمپین ۱۹۶۳

از طرف دولت شاهنشاهی ایران

عباس آرام

وزیر امور خارجه

از طرف دولت ایالات متحده امریکا

جولیوس سی هولمز

سفیر کبیر دولت ایالات متحده

امریکا در تهران

[SEAL]

سپس مبارزت به واکذاری ان نمایند .

ب - با تشخیص اداره تشریفات وزارت امور خارجه دفتر کمیسیون میتواند سبکار و مشروب و مواد غذائی مورد احتیاج خود را که میزان آن از مقداری دمبه بیک رئیس ماموریت در سفارتخانه ها داده میشود تجاوز ننماید بدون برداخت حقوق گمرکی مستقبلاً "و یا غیر مستقیم وارد ننماید .

ج - اتباع امریکا که با استخدام دفتر کمیسیون درآمده اند و همچنین اتباع امریکائی استفاده کننده از بورسهای مورد بحث در این موافقتنامه و افراد خانواده ایشان که همراهشان هستند نسبت به حقوق و نویع العاده و مزایای امریکائی که از وجوده کمیسیون دریافت می‌دارند از برداخت مالیات بر درآمد و دیگر مالیات های مشابه معاف خواهند بود و در غیر اینصورت اینکونه فعالیتها و عوائد حاصله ازان مشمول مقررات و قوانین جاری ایران خواهد شد .

د - اتباع امریکا که با استخدام دفتر کمیسیون درآمده اند و همچنین اتباع امریکائی استفاده کننده از بورسهای مورد بحث در این موافقتنامه برای صدور و یا تدبید بروانه افامت احتیاجی به اخذ بروانه کارخواهند داشت .

ماده دوازدهم

سمسمیت

این موافقتنامه جاگزین موافقتنامه ای است که در تاریخ اول سپتامبر ۱۹۴۹ توسط دولت شاهنشاهی ایران و دولت ایالات متحده امریکا در تهران امضا کردیده و بعداً "اصلاح شده است .

این موافقتنامه از تاریخ امضا اعتبار خواهد داشت
در تأیید مرتب بالا امضا کنندگان زیر که نمایندگان تمام الاختیار دول

انجام این موافقنامه منوط بر آن است که چنانچه طبق قوانین ایالات متحده امریکا
لازم شمرده شود بودجه مربوطه در اختیار وزیر امور خارجه ایالات متحده قرار گیرد.

ماده نهم

—————

مقصود از وزیر امور خارجه در هر جا که در این موافقنامه ذکر شده وزیر امور خارجه ایالات متحده امریکا یا صاحب منصب با کارمند دولت ایالات متحده امریکا است که نامبرده تعیین نماید و از طرف وی عمل کند.

ماده دهم

—————

این موافقنامه را میتوان بوسیله مبادله پادشاهی انتهائی بین دولت ایالات متحده امریکا و دولت شاهنشاهی ایران اصلاح کرد.

ماده یازدهم

—————

دولت شاهنشاهی ایران و دولت ایالات متحده امریکا جهت تمهیل اجرای این موافقنامه و حل مسائلی که ممکن است ضمن اجرای آن پیش آید هر دو نیز مساجد تی را مبدول خواهند داشت.

دفتر کمیسیون وابدال دوست ایالات متحده امریکا که در آن دفتر انجام وظیفه مینمایند و همچنین کارآموزان تبعه ایالات متحده امریکا که با استفاده از بورساهای پیش بینی شده در این موافقنامه بفعالیت‌های تربیتی و فرهنگی میبردارند و افراد خانواده ایشان که همراه آنها هستند بشرح زیر از برداخت مالیات بر درآمد حقوق گمرکی و عوارض معاف خواهند بود:

الف - دفتر کمیسیون مینواند تا سه اتومبیل برای استفاده خود بد ون برداخت حقوق و عوارض گمرکی و سایر مالیاتها با ایران وارد نماید مشروط براینکه اتومبیل های مذکور قبل از انقضای سه سال به روش نزدیک و در صورت تصمیم بدروش مینواند بعد از انقضای سه سال حقوق و عوارض گمرکی و دیگر مالیاتها از اینرا به نفع روزبرداخته و

کمیسیون را ترک نکند بهمان ترتیب انتساب اصلی خواهد بود .

ماده پنجم

مسمه

کمیسیون برای انجام امور خود مقررات را که لازم بداند وضع و کیته هائی را منصوب خواهد نمود .

ماده ششم

مسمه

هر سال گزارش‌هایی در زمینه فعالیت‌های کمیسیون به وزارت امور خارجه ایران و وزیر امور خارجه ایالات متحده تسلیم خواهد شد . طرز تنظیم و مفاد این گزارشات طبق مقررات مصوب وزیر خارجه ایالات متحده خواهد بود . کمیسیون میتواند بنای تشخیص خود با بنا بتناضای وزارت امور خارجه ایران یا وزیر امور خارجه ایالات متحده هر سال چند ترازن و پیزه نهیه و ارسال نماید .

ماده هفتم

مسمه

دفتر اصلی کمیسیون در تهران خواهد بود ولی جلسات کمیسیون یا دیپلماتیک ممکن است در نقاط دیگری که کمیسیون در هر مورد معین خواهد درد انعقاد یابد و نیز ممکن است فعالیت‌های هر یک از اعضای کمیسیون با تاریخ‌دان در هر محلی که کمیسیون تصویب نماید صورت پذیرد .

ماده هشتم

مسمه

دولت شاهنشاهی ایران و دولت ایالات متحده امریکا توافق مبنایند که برای مقاصد مندرج در این موافقتنامه هر کوئنه وجوهی که جهت مقاصد مذبور در نزد و با در اختیار دولت ایالات متحده امریکا است بمصرف بررس و از جمله وجوه ریالی که کمتر از معادل ۶۰۰ هزار دلار نباشد .

در انها طی گزارشهاي ساليانه يا جذاچه که بنا بر مفاد ماده ۶ اين موافقنامه
بوزير امور خارجهاي امریکا و دولت شاهنشاهي ايران داده ميشوند مشخص گردد و
همچنان منسروط بر اينه از طرف وزير خارجه امریکا و با دولت شاهنشاهي
ایران مخالفتى با نقش کميسيون در اين برنامه ها ابراز نگردد.

ماده سیم

مسمه

طلب تعهدات و مسئوليتهاي مالي و مخاب و مصارف مصوب از طرف کميسيون
برطبق بودجه ساليانه اي انجام ميگيرد که وزير خارجه ایالات متحده آنرا تصويب
کند.

ماده چهارم

مسمه

کميسيون مرکب از هشت عضو خواهد بود نه چهار نفر انها تبعه ايران و چهار
نفر دیگر از اتباع ایالات متحده امریکا باشند. مدت خدمت اين اعضاء يکسال است
وقابل انتخاب مجدد خواهند بود.

رئيس هیئت نایابند کي سياسي ایالات متحده در ايران رياست انتخاري کميسيون را
بعهده خواهد داشت و نصب و عزل اعضای امریکائی از اخبارات او خواهد بود و در
صورت تساوي آراء میتواند راي فاطع را بدهد. اعضای ایرانی کميسيون از طرف وزارت
فرهنگ تعبيین و منصوب خواهند شد — کميسيون از بين اعضای خود شخص را بنوان
رئيس کي حق راي خواهد داشت انتخاب ميکند و جلسات کميسيون بدون حضور حداقل
دو نفر نایابند مایرانی رسميت خواهد داشت.

اعضاي کميسيون بدون حقوق و ياد ايش خدمت خواهند کرد ولی کميسيون میتوانند
اجازه برد اخت مخاب لازمي را که اعضاء برای شركت در جلسات کميسيون متحمل ميشوند
بدهد.

انتصاب جانشين هر عضو کميسيون که بعلت انتقال يا استعفا يا علل ديگر عضويت

- ۲ - برداخت وجهه یا اعطای ککهای نقدی یا داد نیش برداخت ها برای مقاصد مصوب در این موافقنامه منجمله برداخت مخان حمل و نقل - حق التعلیم - مخان نگاهداری اموال و سایر مخان ناشیه از این امور را اجازه دهد .
- ۳ - در اجرای مقاصد این موافقنامه برنامه های لازم را طرح و تصویب و بصورت اجرا کذارد .
- ۴ - به نحوی که کمیسیون لازم و یا مطلوب بداند اموالی را بنام کمیسیون تحصیل و نگاهداری و مورد استفاده قرار دهد مشروط بر آنکه تحصیل هر کوئن اموال غیر منقول با در نظر گرفتن مقررات جاریه ایران به تصویب قبلی وزیر امور خارجه ایالات متحده برسد .
- ۵ - محصلین و تاراموزان و استادان و محققان و معلمان و مریبان مقیم ایران و همچنین موسسات ایرانی راه برای شرکت در برنامه ها واجد شرایط هستند به هیئت بورسهاي فرهنگي خارجي ایالات متحده معرفی و توصیه کند .
- ۶ - بمنظور انجام مقاصد و هدفهای این موافقنامه خصوصیات مربوط بانتخاب شرکت کنندگان در برنامه ها را بنحوی که لازم تشخیص دهد بهیئت بورسهاي فرهنگي خارجي فوق الذکر توصیه نماید .
- ۷ - موجبات میزی متقابله حسابهای کمیسیون را طبق تعليمات حسابداران منتخب وزیر امور خارجه امریکا فراهم سازد .
- ۸ - مدیرعامل و تارمندان اداری و دفتری را استخدام و حقوق و دستمزد آنها را تعیین و برداخت نماید همچنین سایر مخان اداری را که لازم بداند از محل وجودی که در اختیار کمیسیون قرار میدارد بردازد .
- ۹ - درمورد برنامه ها و فعالیتهای اموزشی و فرهنگی که در پیشرفت مقاصد و هدفهای این موافقنامه مؤثر است ولی مخان انها از محل وجودی که طبق این موافقنامه در اختیار قذاشت شود تأمین نمیگردد کمیسیون میتواند در اجرا و یا نمک در اجرای این قبیل برنامه ها اندام نماید مشروط بر اینکه این برنامه ها و فعالیتها و نقش کمیسیون

مشابه در ایران بعمل می‌آید — وجوهی ده از طرف دولت ایالات متحده آمریکا طبق این موافقنامه و تحت شرایط وحدود پیش‌بینی شده در این موافقنامه در اختبار (کمیسیون) نداشتند می‌شود بوسیله کمیسیون با دستنامه مشابه دیگری که ممکن است بین دولت شاهنشاهی و دولت ایالات متحده مورد توافق قرارگیرد برای مقاصد زیر بصرف خواهد رسید .

- ۱ - تأمین مخازن مطالعه و تحقیق و تعلم و سایر فعالیتهای فرهنگی که بوسیله خود اتباع ایالات متحده آمریکا و یا بنیان‌گذاری از طرف انها در ایران لنجام می‌گیرد و همچنین تأمین مخازن مطالعه و تحقیق و تعلم و سایر فعالیتهای فرهنگی که بوسیله خود اتباع ایران و یا بنیان‌گذاری از طرف انها در مدارس و مؤسسات تعلیماتی امریکائی واقع در داخل یا خارج ایالات متحده آمریکا صورت می‌گیرد .
- ۲ - تأمین مخازن بازدیدها و مبادله محصلین — کارآموزان — معلمان مریبان و استادان بین ایران و ایالات متحده آمریکا .
- ۳ - تأمین مخازن سایر برنامه های اموزش و فرهنگ و فعالیت‌های که بوجوب بودجه ای که طبق ماده ۳ ذیل بتصویب میرسد پیش‌بینی شده است .

ماده دوم

سممنمه

برای پیشرفت مقاصد فوق الذکر کمیسیون می‌تواند در حددود مقررات این موافقنامه اجرای از کلیه اختبارات لازم برای مقاصد این موافقنامه استفاده نماید از جمله :

- ۱ - بخزانه دار کمیسیون و یا شخص دیگری که ممکن است از طرف کمیسیون تعیین شود اجازه دهد که در بانک ملی ایران حسابهایی بنام کمیسیون باز و در ان عمل کند . انتصاب بخزانه دار یا شخص دیگری که بدین منظور معین می‌شود بتصویب وزیر خارجه ایالات متحده آمریکا خواهد رسید .

موافقنامه بین

دولت ایالات متحده امریکا

و دولت شاهنشاهی ایران

برای تأمین هزینه‌های بعضی از برنامه‌های مبادلات فرهنگی

دولتین ایالات متحده امریکا و ایران که مابلند بمنظور ایجاد تفاهم متناسب
بیشتر بین ملت ایالات متحده امریکا و ملت ایران از طریق ارتباطات فرهنگی مبادلات
بین دو کشور را در زمینه‌های دانش و استعدادهای حرفه‌ای توسعه دهند به ترتیب زیر

موافقنامه حاصل نمودند :

ماده اول

سممه

کمیسیون بنام "کمیسیون ایالات متحده امریکا برای مبادلات فرهنگی بین ایران و
امریکا" (که ازین پس بنام کمیسیون خوانده خواهد شد) تشکیل می‌شود. این کمیسیون
از طرف دولت شاهنشاهی ایران و دولت ایالات متحده امریکا یعنوان سازمانی برسمیت
شناخته خواهد شد که منظور از ایجاد و تأسیس آن تمهیل در اجرای یک برنامه فرهنگی
است و مخواج آن از وجودی که از طرف دولت ایالات متحده امریکا در اختیار کمیسیون گذاشته
می‌شود تأمین می‌گردد.

با استثنای موارد پیش‌بینی شده در ماده ۲ این موافقنامه کمیسیون در مسورد خسرو و
استفاده از وجوده مزبور برای مقاصد منظور در این موافقنامه از توانین داخل و محلی ایالات
متحده امریکا معاف خواهد بود.

دولت شاهنشاهی ایران نسبت به وجود و اعتبارات و اموالی که بمنظور بیشترفت مقاصد
مندرج در این موافقنامه از طرف کمیسیون تحصیل می‌گردد کلبه تمهیلات را که
کمیسیون برای توفیق در عملیات خود نیازمند است نراهم خواهد کرد و در هر مورد
رفتاری معمول نخواهد داشت که ناساعدتر از رفتاری باشد که نسبت به مؤسسات خارجی

PHILIPPINES

Social Security: Coverage for Non-United States Citizen Employees

Agreements effected by exchange of notes

Dated at Manila April 23, 1962 and August 30, 1963;

Entered into force August 30, 1963.

And exchange of notes

Dated at Manila August 30 and October 8, 1963;

Entered into force October 8, 1963.

The American Embassy to the Philippine Department of Foreign Affairs

No. 762

The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs of the Republic of the Philippines and has the honor to refer to the Embassy's Note No. 1085 of May 13, 1960 and the Department of Foreign Affairs Note No. 1792-60^[1] in response thereto on the subject of providing retirement coverage to Filipino employees of those United States armed forces in the Philippines, pursuant to the Military Bases Agreement of 1947.^[2]

The Embassy has the further honor to propose that the United States participate on a voluntary basis in the Social Security System of the Government of the Philippines (hereinafter called the "System") insofar as the System provides for old age retirement, permanent disability, sickness and death benefits, in order to secure social security benefits for non-US civilian employees of the United States armed forces presently without a retirement pension program.

Sections 11 through 21, inclusive, and Sections 22(a), 23 and 24(a) of the System and of the rules, regulations and procedures of the System which describe the duties of the employer participating in the programs enumerated above shall be applicable to the United States armed forces.

The employees covered into the System shall have the same benefits and protections, and be subject to the same obligations and penalties, under the System as if they were in private employment.

¹ Not printed.

² TIAS 1775; 61 Stat. (pt. 4) 4019.

The Philippine Government agrees to seek the changes to Philippine law necessary to permit under Philippine law the voluntary participation in the System by the United States armed forces and subsequently to notify the United States when such changes have been made.

If the foregoing proposals and the Annex attached hereto are acceptable to the Government of the Republic of the Philippines, this note and the reply thereto indicating such acceptance and giving the notification referred to in the foregoing paragraph shall be considered to constitute the agreement of the Governments of the United States of America and the Republic of the Philippines concerning this matter to take effect on the date of such reply.

The Embassy avails itself of this opportunity to renew to the Department of Foreign Affairs the assurances of its highest consideration.

M K

Enclosure:

Annex.

EMBASSY OF THE UNITED STATES OF AMERICA,
Manila, April 23, 1962.

ANNEX

The United States Government proposes to the Philippine Government the following understandings between them to implement participation in the Philippine Social Security System by the United States armed forces for the benefit of their non-US civilian employees.

The United States armed forces shall make deductions from covered employees' wages of the employee contributions required by the System and shall remit them to the System together with the corresponding employer contributions.

In carrying out the provisions of the Philippine Social Security Act which authorize the System to reimburse the employer for over-payments or other amounts which become due to the employer from the System (for example, reimbursing the employer for payment of sickness benefits under the System) the United States armed forces will accept such reimbursement in the form of credit offsets to their current remittances to the System.

All fiscal transactions between the United States armed forces and the System and with covered employees shall be in terms of the Philippine peso.

The United States Government will provide appropriate self-audit and self-inspection in lieu of external audit or inspection except as may be otherwise agreed as an administrative arrangement.

Nothing in this agreement is to be construed as altering the privileges and immunities provided under generally accepted principles of international law or in the treaties and agreements between the two Governments, nor construed to subject the United States or its agencies, solely because of participation in the System, to any civil, administrative or penal action provided for by the System or by any other law.

All non-US citizen employees of the United States armed forces who would otherwise be eligible for coverage under the System, whether compensated from appropriated or non-appropriated funds of the United States, and who are not eligible for participation in the U.S. Civil Service Retirement program, will be considered to be included within the terms of this Annex.

Administrative arrangements for the further implementation of this agreement, including the date for commencing participation in the System, shall be concluded between the Philippine Social Security Commission and the Representative in the Philippines of the Commander-in-Chief Pacific.

The Philippine Department of Foreign Affairs to the American Embassy

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FOREIGN AFFAIRS

No. 1709-63

The Department of Foreign Affairs of the Republic of the Philippines presents its compliments to the Embassy of the United States of America and has the honor to acknowledge the receipt of the Embassy's Note No. 762, dated April 23, 1962, of which the text is as follows:

"The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs of the Republic of the Philippines and has the honor to refer to the Embassy's Note No. 1085 of May 13, 1960 and the Department of Foreign Affairs Note No. 1792-60 in response thereto on the subject of providing retirement coverage to Filipino employees of those United States armed forces in the Philippines, pursuant to the Military Bases Agreement of 1947.

"The Embassy has the further honor to propose that the United States participate on a voluntary basis in the Social Security System of the Government of the Philippines (hereinafter called the "System") insofar as the System provides for old age retirement, permanent disability, sickness and death benefits in order to secure social security benefits for non-US civilian employees of the United States armed forces presently without a retirement pension program.

"Sections 11 through 21, inclusive, and Sections 22(a), 23 and 24(a) of the System and of the rules, regulations and procedures

of the System which describe the duties of the employer participating in the programs enumerated above shall be applicable to the United States armed forces.

"The employees covered into the System shall have the same benefits and protections, and be subject to the same obligations and penalties, under the System as if they were in private employment.

"The Philippine Government agrees to seek the changes to Philippine law necessary to permit under Philippine law the voluntary participation in the System by the United States armed forces and subsequently to notify the United States when such changes have been made.

"If the foregoing proposals and the Annex attached hereto are acceptable to the Government of the Republic of the Philippines, this note and the reply thereto indicating such acceptance and giving the notification referred to in the foregoing paragraph shall be considered to constitute the agreement of the Governments of the United States of America and the Republic of the Philippines concerning this matter to take effect on the date of such reply.

"The Embassy avails itself of this opportunity to renew to the Department of Foreign Affairs the assurances of its highest consideration.

"**Enclosure:**
Annex.

"**EMBASSY OF THE UNITED STATES OF AMERICA,**
Manila, April 23, 1962.

ANNEX

"The United States Government proposes to the Philippine Government the following understandings between them to implement participation in the Philippine Social Security System by the United States armed forces for the benefit of their non-US civilian employees.

"The United States armed forces shall make deductions from covered employees' wages of the employee contributions required by the System and shall remit them to the System together with the corresponding employer contributions.

"In carrying out the provisions of the Philippine Social Security Act which authorize the System to reimburse the employer for over-payments or other amounts which become due to the employer from the System (for example, reimbursing the employer for payment of sickness benefits under the System) the United States armed forces will accept such reimbursement in the form of credit offsets to their current remittances to the System.

"All fiscal transactions between the United States armed forces and the System and with covered employees shall be in terms of the Philippine peso.

"The United States Government will provide appropriate self-audit and self-inspection in lieu of external audit or inspection except as may be otherwise agreed as an administrative arrangement.

"Nothing in this agreement is to be construed as altering the privileges and immunities provided under generally accepted principles of international law or in the treaties and agreements between the two Governments, nor construed to subject the United States or its agencies, solely because of participation in the System, to any civil, administrative or penal action provided for by the System or by any other law.

"All non-US citizen employees of the United States armed forces who would otherwise be eligible for coverage under the System, whether compensated from appropriated or non-appropriated funds of the United States, and who are not eligible for participation in the U.S. Civil Service Retirement program, will be considered to be included within the terms of this Annex.

"Administrative arrangements for the further implementation of this agreement, including the date for commencing participation in the System, shall be concluded between the Philippine Social Security Commission and the Representative in the Philippines of the Commander-in-Chief Pacific."

The Department has the honor to inform the Embassy that the proposals set out above and the Annex attached thereto are acceptable to the Government of the Republic of the Philippines, and that it is the understanding of the Department that the Embassy's Note and this reply thereto shall constitute the agreement of the Governments of the Republic of the Philippines and the United States of America concerning this matter to take effect on the date of this reply.

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

S P L

MANILA, August 30, 1963

The Philippine Department of Foreign Affairs to the American Embassy

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FOREIGN AFFAIRS

No. 1917-63

The Department of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to refer

TIAS 5452

to the exchange of notes between the Embassy and the Department (Embassy's Note No. 782 dated April 23, 1962 and Department's Note No. 1709/63 dated August 30, 1963), concerning the Agreement between the Governments of the Republic of the Philippines and the United States of America on the subject of providing social security coverage to Filipino employees of the United States-operated bases in the Philippines.

Pursuant to the provision of the said Agreement whereby the Philippine Government agreed "to seek the changes to Philippine law necessary to permit under Philippine law the voluntary participation in the System by the United States armed forces and subsequently to notify the United States when such changes have been made," the Department wishes to inform the Embassy that such changes have been made by the enactment and approval of Republic Act 3839 which came into force on June 22, 1963, thus permitting as of that date "any foreign government, international organization, or their wholly-owned instrumentalities employing workers in the Philippines to enter into an agreement with the Philippine Government for the inclusion of such employees in the Social Security System except those already covered by the United States Civil Service Retirement System."

This notification is hereby given in compliance with the condition referred to above and to form part of the Agreement concluded between the two Governments on the matter of social security coverage for Filipino employees in the United States-operated bases.

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

L D C

MANILA, August 30, 1963.

The Philippine Department of Foreign Affairs to the American Embassy

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FOREIGN AFFAIRS

No. 1708-63

The Department of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to refer to recent discussions concerning a voluntary agreement to extend coverage of the Social Security System of the Government of the Philippines to particular groups of Filipino employees.

The Department has the honor to propose that non-U.S. citizen employees of the United States Employees Association, the JUSMAG Officers Club, the JUSMAG NCO Club, and the AID Employees' Recreation Association be brought into coverage by the Social Security

System of the Government of the Philippines on a basis similar to that proposed by the Embassy of the United States of America for Filipino employees of the United States-operated bases in the Philippines as contained in the Embassy's Note No. 762 of April 23, 1962.

If the foregoing proposal is acceptable to the Embassy, an affirmative reply shall be considered to constitute an agreement that this coverage will be provided for the non-U.S. citizen employees of the above-mentioned employing organizations effective as soon as administrative arrangements may be concluded between the Social Security System and the employing organizations.

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

S P L

MANILA, August 30, 1963

The American Embassy to the Philippine Department of Foreign Affairs

No. 340

The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs of the Republic of the Philippines, and has the honor to acknowledge receipt of the Department's Note No. 1708-63 dated August 30, 1963, of which the text is as follows:

"The Department of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to refer to recent discussions concerning a voluntary agreement to extend coverage of the Social Security System of the Government of the Philippines to particular groups of Filipino employees.

"The Department has the honor to propose that non-U.S. citizen employees of the United States Employees Association, the JUSMAG Officers Club, the JUSMAG NCO Club, and the AID Employees' Recreation Association be brought into coverage by the Social Security System of the Government of the Philippines on a basis similar to that proposed by the Embassy of the United States of America for Filipino employees of the United States-operated bases in the Philippines as contained in the Embassy's Note No. 762 of April 23, 1962.

"If the foregoing proposal is acceptable to the Embassy, an affirmative reply shall be considered to constitute an agreement that this coverage will be provided for the non-U.S. citizen employees of the above-mentioned employing organizations effective as soon as administrative arrangements may be concluded between the Social Security System and the employing organizations.

"The Department avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Manila, August 30, 1963"

The Embassy has the further honor to inform the Department that the proposal set out above is acceptable to the Government of the United States of America, and that it is the understanding of the Embassy that the Department's note and this reply thereto shall constitute the agreement of the Governments of the United States of America and the Republic of the Philippines concerning this matter to take effect on the date of this reply.

In accordance with the Department's proposal for a voluntary agreement to extend coverage of the Social Security System of the Government of the Philippines to non-U.S. citizen employees of the United States Employees Association, the JUSMAG Officers Club, the JUSMAG NCO Club, and the AID Employees' Recreation Association, on a basis similar to the recent agreement for Filipino employees of the United States-operated bases in the Philippines, the above listed groups of non-U.S. citizen employees shall be brought into effective coverage of the Social Security System of the Government of the Philippines as soon as administrative arrangements have been concluded between the Philippine Social Security Commission and representatives of the above listed organizations.

The Embassy avails itself of this opportunity to renew to the Department of Foreign Affairs the assurances of its highest consideration.

R M S

EMBASSY OF THE UNITED STATES OF AMERICA,

Manila, October 8, 1963.

DOMINICAN REPUBLIC

Agricultural Commodities: Sales Under Title IV

Agreement amending the agreement of November 30, 1962.

Effect of exchange of notes

Signed at Santo Domingo September 14, 1963;

Entered into force September 14, 1963.

The American Ambassador to the Dominican Minister of Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA
Santo Domingo, September 14, 1963.

No. 789

EXCELLENCE:

I have the honor to refer to the Agricultural Commodities Agreement entered into between our two Governments on November 30, 1962, [1] and to propose that the Agreement be amended as follows:

1. Delete "during the period July 1, 1962 to June 30, 1963, or such longer period as may be authorized by the Government of the United States of America," from the first paragraph of Item (1) of Article I.

2. Delete the commodity table from the first paragraph of Item (1) of Article I and insert in lieu thereof the following:

<u>Commodity</u>	<u>Supply Period</u>	<u>Approximate Maximum Quantity</u>	<u>Export Market Value to be Financed</u>
Rice	FY 1963	30,000 MT	\$4,531,000
	FY 1964	50,000 MT	7,250,000
Corn	CY 1963	10,000 MT	600,000
Tobacco (unmanufactured):			
	CY 1963	2,000,000 LBS	2,000,000
	CY 1964-1965	4,000,000 LBS	4,000,000
Ocean Transportation (estimated)			1,607,278
			\$19,988,278

¹ TIAS 5261; 13 UST 3863.

3. Insert the following paragraph after the first paragraph of the note of the Government of the United States No. 518 dated November 30, 1962:[¹]

In expressing its concurrence that the commodities delivered pursuant to the agreement should not unduly disrupt world prices of agricultural commodities nor normal patterns of commercial trade with friendly countries nor displace cash marketings of the United States of America in those commodities, the Government of the Dominican Republic agrees that during the period that tobacco is provided under the agreement January 1, 1963 through December 31, 1965, the Dominican Republic will import each calendar year with its own resources from the United States of America at least 900,000 pounds of tobacco and/or tobacco products in addition to the tobacco provided for in the agreement. The Government of the Dominican Republic also agrees that, during the calendar year ending December 31, 1963, the Dominican Republic will import with its own resources from the United States of America or other free world sources, at least 1,000 metric tons of mixed animal feed and 4,700 metric tons of coarse grains and/or products thereof in addition to the commodities provided for in this agreement.

The Government of the Dominican Republic further agrees that it will not permit the export of corn during the time this commodity is being received and utilized under this agreement.

If the foregoing is acceptable to Your Excellency's Government, I have the honor to propose that this note and Your Excellency's affirmative reply shall constitute an agreement between our two Governments on this matter to enter into force on the date of Your Excellency's reply.

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

JOHN BARTLOW MARTIN

His Excellency

HECTOR GARCÍA GODOY,
Minister of Foreign Relations,
Santo Domingo.

¹ TIAS 5261; 13 UST 3867.

The Dominican Minister of Foreign Relations to the American Ambassador

REPUBLICA DOMINICANA

Secretaría de Estado
de Relaciones Exteriores

DVM-16580

SANTO DOMINGO, R. D.

14 de septiembre de 1963

SEÑOR EMBAJADOR:

Cábeme el honor de hacer referencia al Acuerdo Sobre Productos Agrícolas concertado entre nuestros dos Gobiernos el 30 de noviembre de 1962, con el fin de aceptar las enmiendas propuestas al mismo, en la siguiente forma:

- 1.- Suprimir "durante el período del 1ro. de julio de 1962 hasta el 30 de junio de 1963, o un período más largo que puede ser autorizado por el Gobierno de los Estados Unidos de América", en el primer párrafo del renglón (1) del Artículo I.
- 2.- Suprimir de la lista de los productos del primer párrafo del renglón (1) del Artículo I e insertar en lugar de los mismos, los siguientes:

Productos	Período de Abastecimiento	Cantidad Máxima Aproximada	Valor en el Mercado de Exportación que será Financiado	
Arroz	FY 1963	30, 000 MTM	\$4, 531, 000. 00	
"	FY 1964	50, 000 TM	7, 250, 000. 00	
Maíz	CY 1963	10, 000 TM	600, 000. 00	
Tabaco sin manufacturar	CY 1963	2, 000, 000 LBS	2, 000, 000. 00	
" "	CY 1964			
	1965	4, 000, 000 LBS	4, 000, 000. 00	
Transporte Marítimo (estimado)			1, 607, 278. 00	
				\$19, 988, 278. 00

- 3.- Insertar el siguiente párrafo de la Nota del Ilustrado Gobierno de los Estados Unidos de América No. 518, del 30 de noviembre de 1962:

"Al expresar su aceptación de que los productos entregados, de conformidad con el Acuerdo no deberían alterar indebidamente los precios mundiales de los productos agrícolas, ni los procedimientos normales del tráfico comercial con países amigos, ni desplazar las compras en efectivo de los Estados Unidos de América de esos productos, el Gobierno de los Estados Unidos conviene en que durante el período en que se suministra el tabaco, de conformidad con el Acuerdo del 1ro. de enero hasta el

3 de diciembre de 1965, la República Dominicana importará de los Estados Unidos, cada año calendario, con sus propios recursos, por lo menos 900,000 libras de tabaco y/o de productos derivados del tabaco, además del tabaco estipulado de conformidad con los términos del Convenio. El Gobierno de la República Dominicana también conviene en que durante el año calendario que finaliza el 31 de diciembre de 1963, la República Dominicana no importará de los Estados Unidos o de otras fuentes del mundo libre, con sus propios recursos, por lo menos 1,000 toneladas métricas de alimentos de animales mezclados y 4,700 toneladas métricas de granos en bruto y/o de productos derivados de éstos, además de los productos previstos en este Acuerdo.

El Gobierno de la República Dominicana conviene, además, en que no se permitirá la exportación de maíz durante la época en que este producto es recibido y utilizado, de conformidad con este Acuerdo".

Si lo anterior se ajusta a la conveniencia del Ilustrado Gobierno de Vuestra Excelencia, tengo el honor de proponer que esta Nota No. 16580 y la de Vuestra Excelencia No. 789 del 14 de septiembre de 1963, constituyan un Acuerdo entre nuestros dos Gobiernos sobre este asunto, para que entre en vigencia en la misma fecha de esta respuesta.

Acepte, Señor Embajador, las seguridades de mi más alta consideración.

HECTOR GARCIA GODOY.

Héctor García Godoy,
Ministro de Relaciones Exteriores.

Su Excelencia

JOHN BARTLOW MARTIN,

*EmbaJador Extraordinario y Plenipotenciario
de los Estados Unidos de América,
Ciudad.-*

Translation

DOMINICAN REPUBLIC
Department of State for
Foreign Relations

DVM-16580

SANTO DOMINGO
September 14, 1963

MR. AMBASSADOR:

I have the honor to refer to the Agricultural Commodities Agreement entered into between our two Governments on November 30, 1962 in order to accept the amendments proposed thereto, as follows:

“1. Delete ‘during the period July 1, 1962 to June 30, 1963, or such longer period as may be authorized by the Government of the United States of America,’ from the first paragraph of Item (1) of Article I.

“2. Delete the commodity table from the first paragraph of Item (1) of Article I and insert in lieu thereof the following:

<u>Commodity</u>	<u>Supply Period</u>	<u>Approximate Maximum Quantity</u>	<u>Export Market Value to be Financed</u>
Rice	FY 1963	30,000 MT	\$ 4,531,000
	FY 1964	50,000 MT	7,250,000
Corn	CY 1963	10,000 MT	600,000
Tobacco (unmanufactured):			
	CY 1963	2,000,000 LBS	2,000,000
	CY 1964–1965	4,000,000 LBS	4,000,000
Ocean Transportation (estimated)			1,607,278
			<u><u>\$19,988,278</u></u>

“3. Insert the following paragraph after the first paragraph of the note of the Government of the United States No. 518 dated November 30, 1962:

“In expressing its concurrence that the commodities delivered pursuant to the agreement should not unduly disrupt world prices of agricultural commodities nor normal patterns of commercial trade with friendly countries nor displace cash purchases of the United States of America in those commodities, the Government of the United States agrees [¹] that during the period that tobacco is provided under the agreement January 1 through December 3, 1965, the Dominican Republic will import each calendar year with its own resources from the United States of America at least 900,000 pounds of tobacco and/or tobacco products in addition to the tobacco provided for in the agreement. The Government of the Dominican Republic also agrees that during the calendar year ending December 31, 1963, the Dominican Republic will not import [²] with its own resources from the United States of America or other free world sources, at least 1,000 metric tons of mixed animal feed and 4,700 metric tons of unprocessed grains and/or products thereof in addition to the commodities provided for in this agreement.

“The Government of the Dominican Republic further agrees that the export of corn will not be permitted during the time this commodity is being received and utilized under this agreement.”

¹ Should read: “the Government of the Dominican Republic agrees”.

² Should read: “will import”.

If the foregoing is acceptable to Your Excellency's Government, I have the honor to propose that this note No. 16580 and Your Excellency's note No. 789 of September 14, shall constitute an agreement between our two Governments on this matter to enter into force on the date of this reply.

Accept, Mr. Ambassador, the assurances of my highest consideration.

HECTOR GARCIA GODOY.

Héctor García Godoy,
Minister of Foreign Relations

His Excellency

JOHN BARTLOW MARTIN,

*Ambassador Extraordinary and Plenipotentiary of the
United States of America,
City.-*

BELGIUM

Atomic Energy: Cooperation for Civil Uses

*Agreement amending the agreement of June 15, 1955, as amended.
Signed at Washington August 7, 1963;
Entered into force November 8, 1963.*

AMENDMENT TO THE AGREEMENT FOR COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF BELGIUM CONCERNING THE CIVIL USES OF ATOMIC ENERGY

The Government of the United States of America and the Government of Belgium,

Desiring to amend further the Agreement for Cooperation Concerning Civil Uses of Atomic Energy Between the Government of the United States of America and the Government of Belgium, signed at Washington on June 15, 1955 [¹] (hereinafter referred to as the "Agreement for Cooperation"), as amended by the Agreement signed at Washington on July 12, 1956 [²] and the Agreement signed at Washington on July 22, 1959. [³]

Have agreed as follows:

ARTICLE I

Paragraph B. 1(b) of Article III of the Agreement for Cooperation, as amended, is further amended by deleting the words "Belgian Congo, or Ruanda-Urundi".

ARTICLE II

Article VII of the Agreement for Cooperation, as amended, is deleted and the following is substituted in lieu thereof:

"A. The Commission will sell to Belgium under such terms and conditions as may be agreed such quantities of uranium of normal isotopic composition as Belgium may require, and to the extent practical in such form as Belgium may request, during the period of this Agreement for use in research and power reactors located

¹ TIAS 3301; 6 UST 2551.

² TIAS 3738; 8 UST 47.

³ TIAS 4317; 10 UST 1689.

in Belgium, subject to the availability of supply and the needs of the United States program.

"B.1. The Commission will sell or lease to the Government of Belgium under such terms and conditions as may be agreed such quantities of uranium enriched up to twenty per cent (20%) in the isotope U-235 as Belgium may require during the period of this Agreement for fueling defined research, experimental power, demonstration power and power reactors, materials testing reactors, and reactor experiments located in Belgium which the Government of Belgium, in consultation with the Commission, decides to construct or authorize private users to construct in Belgium and as required in experiments related thereto, subject to any limitations in connection with quantities of such material available for such distribution by the Commission during any year. The Commission may upon request and in its discretion make a portion of the material sold or leased under this paragraph available as material enriched up to ninety per cent (90%) for use in research reactors, materials testing reactors, and reactor experiments each capable of operating with a fuel load not to exceed eight (8) kilograms of contained U-235 in uranium.

"2. In addition to transfers for the purposes provided under paragraph A of Article IV and paragraph B.1. of this Article, the Commission may transfer to the Government of Belgium under such terms and conditions as may be agreed by the Parties, and subject to the limitations contained in paragraph B.1. of this Article, special nuclear material for the performance in Belgium of conversion or fabrication services, or both, and subsequent transfer to a nation or international organization with which the Government of the United States of America has an Agreement for Cooperation within the scope of which such subsequent transfer falls.

"3. It is understood and agreed that although Belgium may distribute uranium enriched in the isotope U-235 to authorized users in Belgium, the Government of Belgium will retain title to any uranium enriched in the isotope U-235 which is purchased from the Commission at least until such time as private users in the United States are permitted to acquire title to uranium enriched in the isotope U-235.

"4. It is agreed that when any source or special nuclear materials received from the United States of America require reprocessing, such reprocessing shall be performed at the discretion of the Commission in either Commission facilities or facilities acceptable to the Commission, on terms and conditions to be later agreed; and it is understood, except as may otherwise be agreed, that the form and content of any irradiated fuel elements shall not be altered after removal from the reactor and prior to delivery to the Commission or the facilities acceptable to the Commission for reprocessing.

"5. With respect to any special nuclear material not owned by the Government of the United States of America produced in reactors fueled with materials obtained from the United States of America which is in excess of the need of the Government of Belgium for such

material in its program for the peaceful uses of atomic energy, the Government of the United States of America shall have and is hereby granted (a) a first option to purchase such material at prices then prevailing in the United States of America for special nuclear material produced in reactors which are fueled pursuant to the terms of an Agreement for Cooperation with the Government of the United States of America, and (b) the right to approve the transfer of such material to any other nation or international organization in the event the option to purchase is not exercised. Belgium agrees not to transfer to any country other than the United States or the United Kingdom any special nuclear materials produced in Belgium unless the Government of Belgium is given assurance that the material will not be used for military purposes, and the Government of Belgium agrees to consult with the United States on the international significance of any proposed transfer of any uranium and thorium ores or special nuclear materials to any country other than the United Kingdom.

“6. Special nuclear material produced in any part of fuel leased hereunder as a result of irradiation processes shall be for the account of the Government of Belgium and after reprocessing as provided in subparagraph 4 hereof shall be returned to the Government of Belgium, at which time title to such material shall be transferred to that Government, unless the Government of the United States of America shall exercise the option, which is hereby accorded, to retain, with appropriate credit to the Government of Belgium any such special nuclear material which is in excess of the needs of the Government of Belgium for such material in its program for the peaceful uses of atomic energy.

“7. Some atomic energy materials which the Government of Belgium may request the Commission to provide in accordance with this Agreement are harmful to persons and property unless handled and used carefully. After delivery of such material to the Government of Belgium, the Government of Belgium 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 materials or fuel elements which the United States Commission may, pursuant to this Agreement, lease to the Government of Belgium or to any private individual or private organization under its jurisdiction, the Government of Belgium shall indemnify and save harmless the Government of the United States of America against any and all liability (including third party liability) from any cause whatsoever arising out of the production or fabrication, the ownership, the lease, and the possession and use of such special nuclear materials or fuel elements after delivery by the United States Commission to the Government of Belgium or to any authorized private individual or private organization under its jurisdiction.

“C. The Commission will sell to Belgium, under such terms and conditions as may be agreed, such quantities of heavy water as Belgium may require, during the period of this Agreement, for use in research

and power reactors located in Belgium, subject to the availability of supply and the needs of the United States program.

"D. As may be necessary and as mutually agreed in connection with the subjects of agreed exchange of information as provided in Article III, and under the limitations set forth therein, specific arrangements may be made from time to time between the Parties for lease, or sale and purchase, of quantities of materials, other than special nuclear materials, greater than those required for research, under such terms and conditions as may be mutually agreed, except as provided in Article VIII."

ARTICLE III

Paragraph A.2 of Article VII bis is deleted and the following is substituted in lieu thereof:

"2. In the event the Parties do not reach a mutually satisfactory agreement following the consultation provided in paragraph A.1 of this Article, either Party may by notification terminate this Agreement. In the event this Agreement is so terminated, the Government of Belgium shall return to the Commission all source and special nuclear materials received pursuant to this Agreement and in its possession or in the possession of persons under its jurisdiction."

ARTICLE IV

Paragraph B(3) of Article VIII bis of the Agreement for Cooperation, as amended, is amended by deleting the words "Article VII paragraph C" and substituting in lieu thereof the words "Article VII paragraph B.5".

ARTICLE V

Paragraph C of Article XI of the Agreement for Cooperation, as amended, is amended as follows:

1. The comma is deleted after the word "nation" as said word first appears and the words "or international organization," are inserted directly thereafter.

2. The period is deleted at the end of the paragraph and the words "or international organization." are added directly thereafter.

ARTICLE VI

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

^[1] Nov. 8, 1963.

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

DONE at Washington, in duplicate, this 7th day of August 1963.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

WILLIAM R. TYLER

GLENN T. SEABORG

FOR THE GOVERNMENT OF BELGIUM:

LOUIS SCHEYVEN

BELGIUM

American Military Cemeteries

Agreement correcting the annex to the agreement of November 27, 1959.

Effectuated by exchange of notes

Dated at Brussels January 8, 1962, and October 24, 1963;

Entered into force October 24, 1963.

The American Embassy to the Belgian Ministry of Foreign Affairs and Foreign Trade

No. 64

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 Embassy's Note No. 152 of May 10, 1961, [¹] and subsequent conversations between representatives of the Ministry and the Embassy regarding discrepancies in the Annex of the agreement concerning American Military Cemeteries, signed at Brussels November 27, 1959. [²]

The Embassy wishes to inform the Ministry of Foreign Affairs that the Government of the United States accedes to the changes in the wording at the bottom of page two of the Annex from "Property of the State" to "Property of the City", and agrees to the typographical corrections of the list of section numbers and areas of the Ardennes American Military Cemetery as shown in the enclosed draft Annex.

The Embassy would appreciate being informed by the Ministry of Foreign Affairs if the Belgian Government is in agreement.

Enclosure:

Draft Annex as corrected. [³]

EMBASSY OF THE UNITED STATES OF AMERICA,
Brussels, January 8, 1962.

¹ Not printed.

² TIAS 4383; 10 UST 2132.

³ Not printed. For agreed annex, see *post*, p. 1544.

*The Belgian Ministry of Foreign Affairs and Foreign Trade to the
American Embassy*

MINISTERE
DES
AFFAIRES ETRANGERES
ET DU
COMMERCE EXTERIEUR

DIRECTION GENERALE A.

Service des Traités
N° 501/59/S.90.085

BRUXELLES, le 24 octobre 1963

Le Ministère des Affaires étrangères et du Commerce extérieur présente ses compliments à l'Ambassade des Etats-Unis d'Amérique à Bruxelles et a l'honneur de se référer à la note verbale de l'Ambassade du 8 janvier 1962, n° 64, relative à l'Accord entre le Gouvernement belge et le Gouvernement des Etats-Unis d'Amérique, concernant les sépultures militaires américaines, signé à Bruxelles, le 27 novembre 1959.

Le Ministère confirme l'accord du Gouvernement belge sur la substitution à l'annexe dudit Accord, d'une annexe revisée apportant des corrections typographiques à la description de la situation cadastrale du cimetière militaire américain des Ardennes, et remplaçant la mention : "Domaine de l'Etat" figurant au bas de la page 2 de l'Annexe par la mention : "Domaine de la Ville".

L'Ambassade voudra bien trouver ci-contre un exemplaire d'une nouvelle annexe, sur laquelle lesdites corrections ont été apportées.

Le Ministère des Affaires étrangères saisit cette occasion de renouveler à l'Ambassade des Etats-Unis, l'assurance de sa très haute considération.

[SEAL]

AMBASSADE DES ETATS-UNIS D'AMERIQUE,
27, boulevard du Régent,
Bruxelles 1.

**ANNEX TO THE AGREEMENT
BETWEEN THE GOVERN-
MENT OF THE UNITED
STATES OF AMERICA AND
THE GOVERNMENT OF BEL-
GIUM CONCERNING AMERI-
CAN MILITARY CEMETERIES**

**ANNEXE A L'ACCORD ENTRE
LE GOUVERNEMENT DES
ETATS-UNIS D'AMERIQUE ET
LE GOUVERNEMENT BELGE
CONCERNANT LES SEPUL-
TURES MILITAIRES AMERI-
CAINES**

Cadastral location of American Military Cemeteries in Belgium
Situation cadastrale des cimetières militaires américains en Belgique

**FLANDERS FIELD AMERICAN MILITARY CEMETERY
CIMETIERE MILITAIRE AMERICAIN DES FLANDRES**

Commune of Waregem—Commune de Waregem

Section	Number	Area				
Section	Numéro	Superficie				
B	836 i	2	Ha	50	a	70
B	836 k	1	a	83	ca	
TOTAL AREA		2 Ha 52 a 53 ca				
SUPERFICIE TOTALE						

**HENRI-CHAPELLE AMERICAN MILITARY CEMETERY
CIMETIERE MILITAIRE AMERICAIN D'HENRI-CHAPELLE**

Commune of Aubel—Commune d'Aubel

Section	Number	Area				
Section	Numéro	Superficie				
C	241 g	1	Ha	54	a	98

Commune of Hombourg—Commune d'Hombourg

Section	Number	Area				
Section	Numéro	Superficie				
B	21 e	1	Ha	14	a	72
B	602 d			77	a	23
B	604 c			10	a	33
B	581 b			04	a	57
B	581 e					46
B	582 b			08	a	07
B	587 f					35
B	587 g	17	Ha	23	a	20
B	587 h			01	a	78
B	587 i			01	a	15
B	596 b	2	Ha	22	a	00
TOTAL AREA		23 Ha 18 a 84 ca				
SUPERFICIE TOTALE						

ARDENNES AMERICAN MILITARY CEMETERY
CIMETIERE MILITAIRE AMERICAIN DES ARDENNES

Section Section	Number Numéro	Area Superficie					
B	3 h 5	2	Ha	01	a	64	ca
C	371 g			01	a	00	ca
C	371 h			20	a	08	ca
C	371 i			08	a	18	ca
C	371 k			01	a	28	ca
C	371 o			26	a	78	ca
C	371 q	1	Ha	48	a	00	ca
C	371 t			17	a	14	ca
C	409 g	15	Ha	63	a	14	ca
C	411 l			01	a	40	ca
C	411 m			31	a	24	ca
C	411 p			04	a	89	ca
C	411 q			68	a	23	ca
C	412 c			01	a	01	ca
C	<u>2</u>						
C	412 m2			06	a	10	ca
C	412 n2			54	a	61	ca
C	416 e			12	a	04	ca
C	417 d			01	a	36	ca
C	417 e					12	ca
C	417 f			01	a	04	ca
C	417 g					35	ca
C	417 k					87	a 18 ca
C	417 h					02	a 95 ca
C	419	2	Ha	66	a	30	ca
C	420 a			01	a	70	ca
C	420 b	7	Ha	33	a	68	ca
C	422 a			04	a	76	ca
C	423 b	2	Ha	81	a	06	ca
C	424 a			54	a	60	ca
C	437 p			2	a	53	ca
C	461 d					42	ca
C	461 f			48	a	54	ca
C	462 g			08	a	53	ca
TOTAL AREA				36	Ha	61	a 98 ca
SUPERFICIE TOTALE							

Location of American commemorative monuments in Belgium
 Situation des monuments commémoratifs américains en Belgique

Commune of Kemmel – Commune de Kemmel

Section Section	Number Numéro	Area Superficie		
C	25 c	2	a	55 ca

City of Audenarde – Ville d'Audenarde

(Property of the City – Domaine de la Ville)

Monument located Tacambaroplaats (no cadastral location)
 Monument situé Tacambaroplaats (non cadastré)

TIAS 5455

Translation

MINISTRY
OF FOREIGN AFFAIRS
AND FOREIGN TRADE

DIRECTION GENERALE A.

Treaty Office
No. 501/59/S.90.085

BRUSSELS, October 24, 1963

The Ministry of Foreign Affairs and Foreign Trade presents its compliments to the Embassy of the United States of America at Brussels and has the honor to refer to the Embassy's note verbale No. 64, of January 8, 1962, regarding the Agreement between the Government of Belgium and the Government of the United States of America concerning American Military Cemeteries, signed at Brussels on November 27, 1959.

The Ministry confirms the agreement of the Government of Belgium to the replacement of the Annex of the Agreement by a revised Annex containing typographical corrections in the description of the cadastral location of the Ardennes American Military Cemetery and substituting the words "Property of the City" for the words "Property of the State" at the bottom of page two of the Annex.

The Embassy will find enclosed a copy of the new Annex on which the aforementioned corrections have been made.

The Ministry of Foreign Affairs avails itself of this occasion to renew to the Embassy of the United States the assurance of its very high consideration.

[SEAL]

EMBASSY OF THE UNITED STATES OF AMERICA,
27, boulevard du Régent,
Brussels 1.

MOROCCO

Investment Guaranties

Agreement relating to the agreement of March 31, 1961.

Effectuated by exchange of notes

Signed at Rabat October 2, 1963;

Entered into force October 2, 1963.

*The American Chargé d'Affaires ad interim to the Moroccan Minister
for Foreign Affairs*

EMBASSY OF THE
UNITED STATES OF AMERICA,
Rabat, October 2, 1963.

No. 214

EXCELLENCY:

I have the honor to refer to the agreement effected by the exchange of notes of March 31, 1961,[¹] between our two Governments relating to investment guarantees which may be issued by the Government of the United States of America for investments in activities in Morocco. After the conclusion of this agreement, legislation has been enacted in the United States of America modifying and augmenting the coverage to be provided investors by investment guarantees that may be issued by the Government of the United States of America.

In the interest of facilitating and increasing the participation of private enterprise in furthering the economic development of Morocco, the Government of the United States of America is prepared to issue investment guarantees providing such coverage as may be authorized by the applicable United States legislation for appropriate investments in activities approved by your Government provided that your Government agrees that the undertakings between our respective Governments contained in the above-mentioned agreement will be applicable to such guarantees.

Upon receipt of a note from Your Excellency indicating that the foregoing is acceptable to the Government of Morocco and that such undertakings shall apply, the Government of the United States of America will consider that this note and your reply thereto constitute an Agreement between our two Governments on this subject, the Agreement to enter into force on the date of your note in reply.

¹ TIAS 4728; 12 UST 386.

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

L. DEAN BROWN

L. Dean Brown
Chargé d'Affaires, a.i.

His Excellency

AHMED BALAFREJ,
*Minister for Foreign Affairs,
Rabat.*

*The Moroccan Secretary General of Foreign Affairs to the American
Chargé d'Affaires ad interim*

ROYAUME DU MAROC

Ministère des Affaires Etrangères

11 4510

RABAT, le 2 octobre 1963

MONSIEUR,

J'ai l'honneur d'accuser réception de votre lettre n° 214 en date du 2 courant ainsi conçue :

"Jai l'honneur de me référer à l'accord effectué par l'échange de notes du 31 mars 1961 entre nos deux Gouvernements portant sur les garanties d'investissement qui pourraient être émises par le Gouvernement des Etats Unis d'Amérique à l'égard des investissements dans des activités au Maroc. Depuis la conclusion de cet accord, le Gouvernement des Etats Unis d'Amérique a promulgué des lois qui modifient et élargissent la protection accordée aux bailleurs de fonds par le jeu des garanties d'investissement qui pourront être émises par le Gouvernement des Etats Unis d'Amérique.

En vue de faciliter et d'accroître la participation du secteur privé dans l'accélération du développement économique du Maroc, le Gouvernement des Etats Unis d'Amérique est disposé à émettre des garanties d'investissement fournissant toute protection qui peut être autorisée par la législation des Etats Unis d'Amérique y afférente à des investissements appropriés dans des activités approuvées par votre Gouvernement, à condition que votre Gouvernement convienne que les engagements entre nos deux Gouvernements qui sont contenus dans les accords cités ci-dessus s'appliqueront à de telles garanties.

Sur réception d'une note de Votre Excellence indiquant que les dispositions qui précèdent ont reçu l'agrément du Gouvernement du Maroc et que tels arrangements sont applicables, le Gouvernement des Etats Unis d'Amérique considérera que la présente note et votre réponse à celle-ci constituent un accord à ce sujet entre nos deux

Gouvernements, ledit accord devant entrer en vigueur à la date de votre réponse".

J'ai l'honneur de vous donner mon accord sur le contenu de cette lettre.

Veuillez agréer, Monsieur, l'assurance de ma haute considération.

Le Secrétaire Général des Affaires Etrangères

Signé: Abdellah Chorfi

Monsieur

L. DEAN BROWN

*Chargé d'Affaires ad interim
Ambassade des Etats Unis d'Amérique
- Rabat -*

Translation

KINGDOM OF MOROCCO
Ministry for Foreign Affairs

11 4510

RABAT, October 2, 1963

SIR:

I have the honor to acknowledge the receipt of your letter No. 214, dated October 2, which reads as follows:

[For the English language text of the note, see *ante*, p. 1547.]

I have the honor to inform you that I agree to the contents of the said letter.

Please accept, Sir, the assurance of my high consideration.

ABDELLAH CHORFI

Abdellah Chorfi
Secretary General of Foreign Affairs

Mr. L. DEAN BROWN

*Chargé d'Affaires ad interim,
Embassy of the United States of America,
Rabat.*

JAMAICA

Economic, Technical and Related Assistance

*Agreement signed at Kingston October 24, 1963;
Entered into force October 24, 1963.*

GENERAL AGREEMENT FOR ECONOMIC, TECHNICAL AND RELATED ASSISTANCE

Between the

GOVERNMENT OF THE UNITED STATES OF AMERICA

and the

GOVERNMENT OF JAMAICA

WHEREAS the Government of the United States of America and the Government of Jamaica agree upon the need for specific plans of action designed to foster economic progress and improvements in the welfare and level of living of the people of Jamaica, and

WHEREAS the Government of the United States of America intends to furnish such economic, technical and related assistance to Jamaica as may be requested by it and approved by the Government of the United States of America in the light of the resources available to it and of the programs and self-help measures which Jamaica shall provide,

Now, THEREFORE, the Government of the United States of America and the Government of Jamaica hereby agree as follows:

ARTICLE I

To assist the Government of Jamaica in its national development and in its efforts to achieve economic and social progress through effective use of its own resources and other measures of self-help, the Government of the United States of America will furnish such economic, technical and related assistance as may hereafter be requested by representatives of appropriate agencies of the Government of Jamaica and approved by representatives of the agency or agencies designated by the Government of the United States of America to administer its responsibilities hereunder. Such assistance shall be made available in accordance with written arrangements agreed upon between the above-mentioned representatives.

ARTICLE II

To foster its economic and social progress, the Government of Jamaica will make the full contribution permitted by its resources and general economic condition to its development program and to programs and operations related thereto, including those conducted pursuant to this Agreement, and will give full information to the people of Jamaica concerning programs and operations hereunder. The Government of Jamaica will take appropriate steps to insure the effective use of assistance furnished pursuant to this Agreement and will afford opportunities and facilities to representatives of the Government of the United States of America to observe and review programs and operations conducted under this Agreement and will furnish information needed to determine the nature and scope of operations planned or carried out and to evaluate results.

ARTICLE III

The Government of Jamaica will receive a special mission and its personnel to discharge the responsibilities of the Government of the United States of America hereunder and will consider this special mission and its personnel as part of the diplomatic mission of the Government of the United States of America in Jamaica for the purpose of receiving the privileges and immunities accorded to that mission and its personnel of comparable rank.

ARTICLE IV

In order to assure the maximum benefits to the people of Jamaica from the assistance to be furnished hereunder the Government of Jamaica will take measures to ensure that:

(a) Payments made by the Government of the United States of America and used, or to be used, for the purpose of giving effect to this Agreement shall be exempt from taxes levied in Jamaica on the ownership or use of money, investment or deposit requirements or currency controls;

(b) Property introduced into Jamaica for use by the Government of the United States of America or a contractor financed by such Government for the purpose of giving effect to this Agreement shall be exempt from import and export taxes, purchase or transfer taxes and similar charges in Jamaica so long as such property is used for the purpose of giving effect to this Agreement;

(c) All persons, except citizens or permanent residents of Jamaica, who are present therein to perform work pursuant to this Agreement, shall be exempt from income and social security taxes levied under the laws of Jamaica and from taxes on the purchase, ownership, use or disposition of personal movable property (in-

cluding automobiles) intended for their own use. Such persons and members of their families shall receive the same treatment with respect to the payment of customs and import and export duties on personal movable property (including automobiles) imported into Jamaica for their own use as is accorded by the Government of Jamaica to diplomatic personnel of the American Embassy in Jamaica, except that in the case of such persons who are employed under contracts financed by the Government of the United States of America, such treatment shall be accorded only with respect to personal movable property imported into Jamaica in connection with such persons' first arrival; provided, however, that where movable property is sold (or disposed of) within three years of importation to a person who is not entitled to exemption from the payment of import and export duties, the person who sells or disposes of such property may be called upon to pay duty thereon at the rate required according to the law relating to the payment of customs duty.

ARTICLE V

Funds used for purposes of furnishing assistance hereunder shall be convertible into currency of Jamaica at the rate providing the largest number of units of such currency per U.S. dollar which, at the time conversion is made, is not unlawful in Jamaica.

ARTICLE VI

1. This Agreement shall enter into force on the date on which it is signed by the two Governments and shall remain in force until ninety days after the date of the communication by which either Government gives written notification to the other of its intention to terminate it. In such event, the provisions of this Agreement shall remain in full force and effect with respect to assistance furnished pursuant to this Agreement before such termination.

2. All or any part of the program of assistance provided hereunder may, except as may otherwise be provided in arrangements agreed upon pursuant to Article I hereof, be terminated by either Government if that Government determines that because of changed conditions the continuation of such assistance is unnecessary or undesirable. The termination of such assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered.

3. The furnishing of assistance under this Agreement shall be subject to the applicable laws and regulations of the Government of the United States of America, and the receipt of such assistance by the Government of Jamaica shall be subject to the applicable laws and regulations of the Government of Jamaica.

4. The two Governments or their designated representatives shall, upon request of either of them consult regarding any matter on the application, operation or amendment of this Agreement.

5. Upon the entry into force of this Agreement, the Economic Cooperation Agreement between the United States of America and the United Kingdom, signed at London on July 6, 1948, [1] as amended, and the Agreement for Technical Cooperation between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland in Respect of the Territories for the International Relations of which the Government of the United Kingdom are Responsible, signed at London on July 13, 1951, [2] shall no longer be considered to apply to Jamaica. Arrangements or agreements implementing the above-mentioned agreements and concluded prior to entry into force of this Agreement, from such date of entry into force, shall be subject to this Agreement.

Done at Kingston on October 24, 1963, in duplicate, in the English language.

For the Government of the
United States of America

BORIS H. KLOSSON

For the Government of Jamaica

ALEXANDER BUSTAMANTE

¹ TIAS 1795; 62 Stat. 2596.

² TIAS 2281; 2 UST 1307.

INTERNATIONAL LABOUR ORGANIZATION

Peace Corps Program: Use of Volunteers in ILO Projects

*Agreement effected by exchange of notes
Signed at Geneva February 21 and 22, 1963;
Entered into force February 22, 1963.*

The Ambassador, the United States Representative to the European Office of the United Nations, to the Director General, International Labour Organization

FEBRUARY 21, 1963

DEAR MR. DIRECTOR GENERAL:

I have the honor to refer to recent conversations between representatives of the Government of the United States of America and the International Labour Office and to propose the following understandings with respect to the use on a trial basis of United States Peace Corps volunteers in projects of the International Labour Organization.

1. The Government of the United States will assign such Peace Corps volunteers to temporary duty with the International Labour Office as may be requested by the Director General of the International Labour Office and approved by the Government of the United States. Such assignments shall be for the purpose of enabling the volunteers to perform such duties, in such locations, and for such periods, not exceeding two years, as may be agreed upon by the Government of the United States and the Director General. Such assignments shall be concurred in by the host government.

2. The Director General shall be responsible for the supervision and direction of the volunteers in the performance of their work, which supervision may be carried out by personnel of the International Labour Office or of the host government carrying out functions related to the project. Except as may be otherwise agreed by the Director General or the host government, the Government of the United States will be responsible for the support and maintenance of the volunteers, including health care. The terms and conditions of service of the volunteers will be determined by the Government

of the United States consistent with the requirements of their agreed duties.

3. The Director General and the host government may, if they so desire, designate representatives to participate in the selection of volunteers to be assigned under this agreement. Such selections shall be agreed to by the Director General. The Director General may terminate any such assignment at any time, on his own initiative, and will so terminate it if so requested by the Government of the United States or the host government, after appropriate consultation.

4. Appropriate representatives of the Government of the United States and the Director General may make from time to time such arrangements as appear necessary or desirable for the purpose of implementing this agreement.

I have the further honor to propose that if these understandings are acceptable to you, this note and your reply note concurring therein shall constitute an agreement which shall enter into force on the date of your note and remain in force until ninety days after the date of a written notification from either party to the other of its intention to terminate the agreement.

It is understood that the Director General will inform the Governing Body of the International Labour Office that these arrangements have been made and of his willingness to make similar arrangements for carrying out the purposes of the International Labour Organization on the same conditions with the government of any other Member or group of Members of the International Labour Organization.

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

ROGER W TUBBY

The Honorable

DAVID A. MORSE,
Director General,
International Labour Organization,
Geneva.

The Director General, International Labour Organization, to the Ambassador, the United States Representative to the European Office of the United Nations

INTERNATIONAL LABOUR OFFICE

BUREAU INTERNATIONAL DU TRAVAIL

GENEVA

22 FEBRUARY 1963

DEAR MR. AMBASSADOR,

I have the honour to acknowledge the receipt of your letter of 21 February 1963 relating to the use on a trial basis of United States Peace Corps volunteers in projects of the International Labour Orga-

nisation and to confirm that the understandings set forth therein are acceptable to me and that your note and this reply constitute an agreement which shall enter into force on today's date and remain in force until ninety days after the date of a written notification from either party to the other of its intention to terminate the agreement.

It is, as your note recalls, my intention to inform the Governing Body of the International Labour Office that these arrangements have been made and of my willingness to make similar arrangements for carrying out the purposes of the International Labour Organisation on the same conditions with the government of any other Member or group of Members of the International Labour Organisation.

I have the honour to request you, Mr. Ambassador, to accept the renewed assurances of my highest consideration.

DAVID A MORSE
David A. Morse,
Director-General.

H.E. Mr. ROGER W. TUBBY,
Ambassador,
United States Representative to
the European Office of the
United Nations,
United States Mission,
1, rue du Temple,
Geneva.

MULTILATERAL

Health: Additional Regulations Amending WHO Regulations No. 2—Notifications

*Adopted by the Sixteenth World Health Assembly at Geneva May
23, 1963;
Entered into force October 1, 1963.*

WORLD HEALTH
ORGANIZATION

RESOLUTIONS OF THE WORLD HEALTH ASSEMBLY

SIXTEENTH WORLD HEALTH ASSEMBLY

WHA16.34

23 MAY 1963

ORIGINAL: ENGLISH AND
FRENCH

ADDITIONAL REGULATIONS OF 23 MAY 1963 AMENDING THE INTERNATIONAL SANITARY REGULATIONS IN PAR- TICULAR WITH RESPECT TO NOTIFICATIONS

The Sixteenth World Health Assembly,
Considering the need for the amendment of certain of the provisions
of the International Sanitary Regulations, as adopted by the Fourth
World Health Assembly on 25 May 1951, [¹] in particular with respect
to notifications;

Having regard to Articles 2(k), 21(a) and 22 of the Constitution of
the World Health Organization, [²]

ADOPTS, this 23 May 1963, the following Additional Regulations:

ARTICLE I

In Articles 1, 3, 36 and 97 of the International Sanitary Regulations,
there shall be made the following amendments:

Article 1

Imported case. Delete this definition and replace by:

“‘imported case’ means an infected person arriving on an inter-
national voyage:”.

¹ TIAS 3625; 7 UST 2255.

² TIAS 1808; 62 Stat. (pt. 3) 2681, 2685.

Infected local area. Delete paragraph (a) and replace by:

“(a) a local area where there is a case of plague, cholera, yellow fever, or smallpox that is neither an imported case nor a transferred case; or”.

Transferred case. Add the following definition:

“‘transferred case’ means an infected person whose infection originated in another local area under the jurisdiction of the same health administration;”.

Article 3

Insert as paragraph 2:

“2. In addition each health administration shall notify the Organization by telegram within 24 hours of its being informed:

- (a) that one or more cases of a quarantinable disease have been imported or transferred into a non-infected local area—the notification to include information on the origin of infection;
- (b) that a ship or aircraft has arrived with one or more cases of a quarantinable disease on board—the notification to include the name of the ship or the flight number of the aircraft, its previous and subsequent ports-of-call, and whether the ship or aircraft has been dealt with.”

Re-number paragraph 2 as paragraph 3.

Article 36

Insert as paragraph 3:

“3. Where a health administration has special problems constituting a grave danger to public health a person on an international voyage may, on arrival, be required to give a destination address in writing.”

Article 97

In paragraph 1, after the words “Appendix 6”, insert the words:
“except when a health administration does not require it”.

ARTICLE II

The period provided in execution of Article 22 of the Constitution of the Organization for rejection or reservation shall be three months from the date of the notification by the Director-General of the adoption of these Additional Regulations by the World Health Assembly.

ARTICLE III

These additional Regulations shall come into force on the first day of October 1963.

ARTICLE IV

The following final provisions of the International Sanitary Regulations shall apply to these Additional Regulations: paragraph 3 of Article 106, paragraphs 1 and 2 and the first sentence of paragraph 5 of 107, 108 and paragraph 2 of 109, substituting the date mentioned in Article III of these Additional Regulations for that mentioned therein, 110 to 113 inclusive.

IN FAITH WHEREOF we have set our hands at Geneva this 23rd day of May 1963.

M. A. MAJEKODUNMI
President of the Sixteenth World Health Assembly

M. G. CANDAU
Director-General of the World Health Organization

Thirteenth plenary meeting, 23 May 1963
A16/VR/13

Certified true copy

FRANK GUTTERIDGE

ORGANISATION MONDIALE
DE LA SANTÉ

RÉSOLUTIONS
DE
L'ASSEMBLÉE MONDIALE DE LA SANTÉ

SEIZIÈME ASSEMBLÉE MONDIALE
DE LA SANTE

WHA16.34

23 MAI 1963

ORIGINAL : FRANCAIS ET
ANGLAIS

REGLEMENT ADDITIONNEL DU 23 MAI 1963 AMENDANT LE REGLEMENT SANITAIRE INTERNATIONAL EN PARTI- CULIER EN CE QUI CONCERNE LES NOTIFICATIONS

La Seizième Assemblée mondiale de la Santé,
Considérant la nécessité d'amender, en particulier en ce qui concerne les notifications, certaines dispositions du Règlement sanitaire international, tel qu'il a été adopté par la Quatrième Assemblée mondiale de la Santé le 25 mai 1951;

Compte tenu des articles 2 k), 21 a) et 22 de la Constitution de l'Organisation mondiale de la Santé,

ADOPTE, ce 23 mai 1963, le Règlement additionnel suivant:

ARTICLE I

Les amendements suivants sont apportés aux articles 1, 3, 36 et 97 du Règlement sanitaire international:

Article 1

Cas importé. Supprimer la définition et la remplacer par la suivante:

“cas importé désigne une personne atteinte qui arrive, alors qu'elle effectue un voyage international;”.

Cas transféré. Insérer la définition suivante:

“cas transféré désigne une personne atteinte qui a contracté l'infection dans une autre circonscription relevant de la même administration sanitaire;”.

Circonscription infectée. Supprimer le paragraphe a) et insérer:

“a) une circonscription dans laquelle existe un cas de peste, de choléra, de fièvre jaune ou de variole qui n'est ni un cas importé ni un cas transféré; ou”.

Article 3

Insérer le paragraphe 2 suivant:

“2. En outre, les administrations sanitaires adressent une notification à l'Organisation par télégramme et au plus tard dans les vingt-quatre heures dès qu'elles sont informées:

- a) qu'un cas au moins de maladie quarantenaire a été importé ou transféré dans une circonscription non infectée; la notification précisera l'origine de l'infection;
- b) qu'un navire ou un aéronef est arrivé avec un ou plusieurs cas de maladie quarantenaire à son bord; la notification indiquera le nom du navire ou le numéro de vol de l'aéronef, ses escales précédentes et suivantes et précisera si les mesures nécessaires ont été prises à l'égard du navire ou de l'aéronef.”

Donner le numéro 3 à l'actuel paragraphe 2.

Article 36

Ajouter le paragraphe 3 suivant:

“3. Dans un pays où l'administration sanitaire doit faire face à des difficultés spéciales qui constituent un grave danger pour la santé publique, il peut être exigé de toute personne effectuant un voyage international qu'elle indique par écrit, à l'arrivée, son adresse de destination.”

Article 97

Dans le paragraphe 1, après les mots "de cet aéroport", insérer:
", à moins que l'administration sanitaire ne l'exige pas,".

ARTICLE II

Le délai prévu, conformément à l'Article 22 de la Constitution de l'Organisation, pour formuler tous refus ou réserve, est de trois mois à compter de la date à laquelle le Directeur général aura notifié l'adoption du présent Règlement additionnel par l'Assemblée mondiale de la Santé.

ARTICLE III

Le présent Règlement additionnel entre en vigueur le 1er octobre 1963.

ARTICLE IV

Les dispositions finales suivantes du Règlement sanitaire international s'appliquent au présent Règlement additionnel : article 106, paragraphe 3; article 107, paragraphes 1 et 2, et première phrase du paragraphe 5; article 108; article 109, paragraphe 2, sous réserve de la substitution de la date mentionnée dans l'article III du présent Règlement additionnel à celle qui figure dans ledit article 109; articles 110 à 113 inclus.

EN FOI DE QUOI le présent acte a été signé à Genève, le 23 mai 1963.

Dr M. A. MAJEKODUNMI
Président de la
Seizième Assemblée mondiale de la Santé

Dr M. G. CANDAU
Directeur général
de l'Organisation mondiale de la Santé

Treizième séance plénière, 23 mai 1963
A16/VR/13

Pour copie conforme
F GUTTERIDGE

[SEAL]

REPUBLIC OF THE CONGO

Agricultural Commodities: Cotton

*Agreement signed at Léopoldville February 23, 1963;
Entered into force February 23, 1963.
With exchange of notes and aide memoire.*

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF THE CONGO UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT OF 1954, AS AMENDED

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

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

Considering that the purchase for Congo francs of surplus agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the Congo francs accruing from such purchase will be utilized in a manner beneficial to both countries; and

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to the Congo pursuant to Title I of the Agricultural Trade Development and Assistance Act, [1] as amended (hereinafter referred to as the Act), and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

¹ 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

ARTICLE ISALES FOR CONGO FRANCS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Republic of the Congo of purchase authorizations and the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for Congo francs, to purchasers authorized by the Government of the Republic of the Congo, of the following agricultural commodities in the amounts indicated:

<u>Commodity</u>	<u>Export Market Value</u> (thousand)
Cotton ¹	\$ 142
Ocean Transportation (estimated)	4
Total	\$ 146

¹ Raw cotton content for gray cloth. [Footnote in the original.]

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

3. Purchase and shipment of the commodities mentioned above will be made within 18 calendar months of the effective date of this Agreement.

4. 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 IIUSES OF CONGO FRANCS

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

1. For United States expenditures under subsections (a) and (f) of Section 104 of the Act, 10 percent of the Congo francs accruing pursuant to this Agreement.
2. For a grant to the United Nations under Section 104(e) of the Act, as separately arranged between the Government of the United States of America and the United Nations, 90 percent of the Congo francs accruing to this Agreement for financing projects to promote balanced economic development in the Republic of the Congo as agreed between the United Nations and the Government of the Republic of the Congo.

ARTICLE III

DEPOSIT OF CONGO FRANCS

1. The amount of Congo francs to be deposited to the account of the Government of the United States of America shall be the equivalent of the dollar sales value of the commodities and ocean transportation costs reimbursed or financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) converted into Congo francs, as follows:

- (a) At the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursements by the United States, provided that a unitary exchange rate applying to all foreign exchange transactions is maintained by the Government of the Congo, or
- (b) If more than one legal rate for foreign exchange transactions exists, at a rate of exchange to be mutually agreed upon from time to time between the Government of the United States of America and the Government of the Republic of the Congo.

2. In the event that any subsequent Agricultural Commodities Agreement or Agreements should be signed by the two Governments under the Act, any refunds of Congo francs which may be due or become due under this Agreement more than two years from the effective date of this Agreement would be made by the Government of the United States of America from funds available from the most recent Agricultural Commodities Agreement in effect at the time of the refund.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Government of the Republic of the Congo will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes (except where such resale, transshipment or use is specifically approved by the

Government of the United States of America) of the agricultural commodities purchased pursuant to the provisions of this Agreement, and to assure that the purchase of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States of America.

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

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

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

ARTICLE V

CONSULTATION

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

ARTICLE VI

ENTRY INTO FORCE

The Agreement shall enter into force upon signature.

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

DONE at Leopoldville, Congo in duplicate this 23rd day of Feb., 1963.

FOR THE GOVERNMENT OF
THE UNITED STATES OF
AMERICA:

EDMUND A. GULLION

FOR THE GOVERNMENT OF
THE REPUBLIC OF THE
CONGO:

J M BOMBOKO

**ACCORD SUR LA FOURNITURE DE PRODUITS AGRICOLES
CONCLU ENTRE LE GOUVERNEMENT DES ETATS-UNIS
D'AMERIQUE ET LE GOUVERNEMENT DE LA REPUBLIQUE
DU CONGO EN VERTU DU TITRE I DE LA LOI DE 1954 SUR
LE DEVELOPPEMENT DES ECHANGES COMMERCIAUX
ET DE L'AIDE EN PRODUITS AGRICOLES, TELLE QU'ELLE
EST MODIFIEE**

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République du Congo:

Reconnaissant qu'il est desirable de développer le commerce des produits agricoles entre leurs pays respectifs et avec d'autres nations amies d'une facon telle que ces opérations ne risquent pas de perturber les marchés habituels des Etats-Unis d'Amérique pour ces produits, ni d'entrainer des modifications excessives des prix mondiaux de ces produits agricoles ou de gêner les pratiques commerciales d'usage établies avec les nations amies;

Considérant que l'achat en francs congolais de produit agricoles en surplus aux Etats-Unis d'Amérique aidera à la réalisation de ce développement;

Considérant que les francs congolais provenant de ces achats seront utilisés d'une facon profitable aux deux pays et,

Desirant établir les arrangements applicables aux ventes, définis ci-dessous, de produits agricoles à la République du Congo, conformément aux dispositions du Titre I de la Loi sur le Développement des Echanges commerciaux et de l'aide en Produits Agricoles, telle qu'elle est modifiée, (ci-après désignée en tant que la Loi), et les mesures que les deux Gouvernements auront à prendre tant individuellement que collectivement pour poursuivre le développement du commerce agricole en ce qui concerne de tels produits;

Sont convenus de ce qui suit:

ARTICLE I

VENTES PAYABLES EN FRANCS CONGOLAIS

1. Sous réserve de l'émission par le Gouvernement des Etats-Unis d'Amérique et de l'acceptation par le Gouvernement de la République du Congo des autorisations d'achat et à condition que les produits soient disponibles aux termes de la Loi au moment de l'exportation, le Gouvernement des Etats-Unis d'Amérique s'engage à financer des

ventes avec paiement en francs congolais à des acheteurs autorisés par le Gouvernement de la République du Congo des produits agricoles suivants dans les montants indiqués:

<u>Produit</u>	<u>Valeur sur le marché d'exportation (milliers)</u>
coton ¹	\$ 142
Transport maritime (estimation)	4
Total	\$ 146

¹ Coton brut pour toile écrue. [Footnote in the original.]

2. Les demandes d'autorisations d'achat devront être adressées dans un délai de 90 jours à partir de la date d'entrée en vigueur de cet Accord, sauf pour les demandes d'autorisations d'achat et tous les produits supplémentaires ou quantités de produits prévus dans tout amendement à cet Accord qui seront adressées dans un délai de 90 jours à partir de la date d'entrée en vigueur de cet amendement. Les autorisations d'achat comprendront les clauses relatives à la vente et à la livraison des produits, la date et les conditions de dépôt des francs congolais obtenus de la vente, et autres dispositions qui s'y rapportent.

3. L'achat et l'expédition des produits mentionnés ci-dessus seront faits dans un délai de 18 mois à partir de la date d'entrée en vigueur de cet Accord.

4. Le financement, la vente et la livraison de produits entrepris aux termes du présent Accord pourront être résiliés par l'un ou l'autre des Gouvernements, si ce Gouvernement estime que par suite d'un changement dans les conditions, la continuation de ce financement, de cette vente ou de cette livraison n'est plus nécessaire ou souhaitable.

ARTICLE II

UTILISATION DES FRANCS CONGOLAIS

Les deux Gouvernements conviennent que l'argent Congolais provenant des ventes effectuées conformément à cet Accord et lui revenant, sera utilisé par le Gouvernement des Etats-Unis d'Amérique de telle manière et par ordre de priorité qu'il déterminera, pour les besoins suivants, aux montants indiqués:

1. Pour les dépenses des Etats-Unis d'Amérique au titre des sousparagraphes (a) et (f) du chapitre 104 de la Loi, 10 pour cent des francs congolais obtenus conformément au présent Accord.
2. Pour une subvention à l'Organisation des Nations Unies au titre du chapitre 104(e) de la Loi, selon des arrangements séparés conclus entre le Gouvernement des Etats-Unis d'Amérique et l'Organisation des Nations Unies, 90 pour cent des francs congolais obtenus conformément au présent Accord et destinés au

financement des projets favorisant le développement économique équilibré de la République du Congo, ainsi qu'il en aura été convenu entre l'Organisation des Nations Unies et le Gouvernement de la République du Congo.

ARTICLE III

DEPOT DES FRANCS CONGOLAIS

1. Le montant des francs congolais devant être déposé dans un compte du Gouvernement des Etats-Unis d'Amérique devra être équivalent à la valeur des ventes en dollars des produits et du coût du transport maritime remboursé ou financé par le Gouvernement des Etats-Unis d'Amérique (sauf pour les frais supplémentaires résultant du règlement nécessitant l'emploi des navires battant pavillon américain) convertis en francs congolais, comme suit:

- (a) Au taux de change du dollar applicable aux opérations d'importations commerciales en vigueur aux dates des paiements en dollars effectués par les Etats-Unis d'Amérique, pourvu qu'un taux de change unitaire s'applique à toutes les opérations de change soit requis par le Gouvernement de la République du Congo, ou,
- (b) Si plus d'un taux légal de change existe pour les opérations de change, à un taux de change qui sera déterminé mutuellement de temps en temps par le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République du Congo.

2. Dans le cas où un ou plusieurs autres Accords ultérieurs viendraient à être signés par les deux Gouvernements au titre de la Loi, tous remboursements de francs congolais qui seraient dues ou viendraient à l'échéance en vertu de cet Accord, seraient effectués par le Gouvernement des Etats-Unis d'Amérique sur les fonds disponibles de l'Accord le plus récent sur les produits agricoles en vigueur à la date du remboursement.

ARTICLE IV

DISPOSITIONS GENERALES

1. Le Gouvernement de la République du Congo prendra toutes dispositions utiles pour empêcher la revente ou le transbordement vers d'autres pays, ou l'utilisation de ces produits pour des usages autres que les besoins intérieurs, des produits agricoles achetés conformément aux dispositions du présent Accord (sauf dans les cas où la revente, le transbordement ou l'utilisation serait expressément approuvé par le Gouvernement des Etats-Unis d'Amérique) et pour s'assurer que l'achat de ces produits ne résulterait pas en un accroissement de la disponibilité de ces produits ou de produits similaires dans les pays hostiles aux Etats-Unis d'Amérique.

2. Les deux Gouvernements prendront toutes précautions raisonnables pour s'assurer que toutes les ventes ou achats de produits agricoles effectués conformément au présent Accord ne perturberont pas les marchés normaux des Etats-Unis d'Amérique pour ces produits ou n'entraîneront pas de modifications excessives des prix mondiaux de ces produits agricoles, ou n'entraveront pas notablement les relations commerciales avec les nations amies.

3. Dans l'application du présent Accord, les deux Gouvernements chercheront à assurer des conditions commerciales permettant aux négociants particuliers d'agir efficacement et ils s'efforceront de développer et d'élargir la demande continue des produits agricoles.

4. Le Gouvernement de la République du Congo fournira, sur demande du Gouvernement des Etats-Unis d'Amérique, les renseignements sur l'évolution du programme, en particulier en ce qui concerne l'arrivée et l'état des produits, ainsi que des renseignements relatifs aux exportations de ces mêmes produits ou de produits similaires.

ARTICLE V

CONSULTATION

Les deux Gouvernements se consulteront, sur demande de l'un d'eux sur toute question relative à l'application du présent Accord, ou sur l'exécution des dispositions prises en vertu du présent Accord.

ARTICLE VI

ENTREE EN VIGUEUR

Le présent Accord entrera en vigueur dès qu'il sera signé.

EN FOI DE QUOI, les délégués respectifs, dûment autorisés à cet effet, ont signé le présent Accord.

FAIT à Léopoldville en double exemplaire ce 23 jour de février 1963.

POUR LE GOUVERNEMENT POUR LE GOUVERNEMENT
DE LA REPUBLIQUE DU CONGO: DES ETATS-UNIS D'AMERIQUE:

J M BOMBOKO

EDMUND A. GULLION

The American Ambassador to the Congolese Minister for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Leopoldville, February 23, 1963

No. 297

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed today and in connection therewith to confirm that it is the understanding of the Government of the United States of America that:

1. The Government of the Republic of the Congo will provide, upon request of the Government of the United States of America, facilities for the conversion into other currencies of two per cent of the francs accruing from sales under the Agreement for purposes of Section 104(a) of the Act. These currencies will be used to finance agricultural market development activities in other countries.

2. The Government of the United States of America may utilize Congolese francs in the Republic of the Congo to pay for international travel originating in the Republic of the Congo or originating outside the Republic of the Congo when the travel (including connecting travel) is to or through the Republic of the Congo, and for travel within the United States of America or other areas outside of the Republic of the Congo when travel is part of a trip in which the traveler travels from, to or through the Republic of the Congo. 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 United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which Congolese francs may be utilized shall not be limited to services provided by Congolese transportation facilities.

I shall appreciate receiving your confirmation that the foregoing also represents the understanding of the Government of the Republic of the Congo.

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

E. A. G.

His Excellency

JUSTIN BOMBOKO,

*Minister for Foreign Affairs,
Leopoldville.*

The Congolese Minister for Foreign Affairs to the American Ambassador

RÉPUBLIQUE DU CONGO

Ministère des Affaires Etrangère
et du Commerce Extérieur

N° 12/130/151/CAB/AE/63.

Monsieur l'AMBASSADEUR,

J'ai l'honneur de me référer aux Accords sur la Fourniture de Produits Agricoles, signé aujourd'hui par les représentants de nos deux Gouvernements et de confirmer que votre interprétation est exacte.

Le Gouvernement de la République du Congo accordera, sur la demande du Gouvernement des Etats-Unis d'Amérique, les facilités pour convertir, en d'autres monnaies, deux pour cent des francs acquis à la suite de ventes selon l'Accord, pour le but de financer les activités du développement des marchés dans d'autres pays.

Je vous prie d'accepter, Excellence, les assurances renouvelées de ma très haute considération.

LÉOPOLDVILLE, le 23 février 1963.

Le Ministre,

J M BOMBOKO

J. M. Bomboko.

A Son Excellence,

Monsieur l'AMBASSADEUR DES
ETATS-UNIS D'AMÉRIQUE
Leopoldville

Translation

REPUBLIC OF THE CONGO

Ministry of Foreign Affairs
and Foreign Trade

No. 12/130/151/CAB/AE/63.

MR. AMBASSADOR:

I have the honor to refer to the Agricultural Commodities Agreements [¹] signed today by the representatives of our two Governments and to confirm that your interpretation is correct.

The Government of the Republic of the Congo will grant, upon the request of the Government of the United States of America, facilities for converting, into other currencies, two per cent of the francs acquired as a result of the sales according to the Agreement, for the purpose of financing market development activities in other countries.

I beg you to accept, Excellency, the renewed assurances of my very high consideration.

LÉOPOLDVILLE, February 23, 1963.

The Minister,
J M BOMBOKO
J. M. Bomboko.

His Excellency

THE AMBASSADOR OF THE UNITED STATES OF AMERICA,
Léopoldville.

The American Embassy to the Congolese Ministry of Foreign Affairs

AIDE-MEMOIRE

This memorandum is for the purpose of clarifying language used in paragraph two of the letters exchanged today accompanying the two Agreements for the sale of American surplus agricultural products in the Congo for Congolese Francs. The language of the paragraph appears to imply a conversion into other currencies in addition to the standard two per cent described in paragraph one. The Embassy asked for clarification on this point and has been assured by the Department of State that implementation of paragraph two will not require any conversion of Congolese Francs.

E. A. G.

EMBASSY OF THE UNITED STATES OF AMERICA,
Leopoldville, February 23, 1963.

¹ See also TIAS 5461; *post*, p. 1573.

REPUBLIC OF THE CONGO

Agricultural Commodities [¹]

*Agreement signed at Léopoldville February 23, 1963;
Entered into force February 23, 1963.
With exchange of notes and aide memoire.*

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF THE CONGO UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT OF 1954, AS AMENDED

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

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

Considering that the purchase for Congo francs of surplus agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the Congo francs accruing from such purchase will be utilized in a manner beneficial to both countries; and

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

Have agreed as follows:

ARTICLE I

SALES FOR CONGO FRANCS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Republic of the Congo of purchase authorizations and to the availability of comodi-

¹ See also TIAS 5484; *post*, p. 1758.

² 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

ties under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for Congo francs, to purchasers authorized by the Government of the Republic of the Congo, of the following agricultural commodities in the amounts indicated:

<u>COMMODITY</u>	<u>EXPORT MARKET VALUE</u>
Wheat Flour	\$ 5.45
Rice	4.53
Corn	2.85
Beans (pea)	0.99
Dried Whole Milk	2.82
Non-fat Dry Milk	0.41
Canned Milk	0.58
Butter	0.20
Cheese	0.05
Frozen Chicken	0.98
Canned Chicken	1.01
Leaf Tobacco	1.40
Ocean Transportation	2.55
Total	\$ 23.82

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

3. Purchase and shipment of the commodities mentioned above will be made within 18 calendar months of the effective date of this Agreement.

4. 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

USES OF CONGO FRANCS

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

1. For United States expenditures under subsections (a) and (f) of Section 104 of the Act, 10 percent of the Congo francs accruing pursuant to this Agreement.
2. For a grant to the United Nations under Section 104(e) of the Act, as separately arranged between the Government of the United States of America and the United Nations, 90 percent of the Congo francs accruing to this Agreement for financing projects to promote balanced economic development in the Republic of the Congo as agreed between the United Nations and the Government of the Republic of the Congo.

ARTICLE III

DEPOSIT OF CONGO FRANCS

1. The amount of Congo francs to be deposited to the account of the Government of the United States of America shall be the equivalent of the dollar sales value of the commodities and ocean transportation costs reimbursed or financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) converted into Congo francs, as follows:

- (a) At the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursements by the United States, provided that a unitary exchange rate applying to all foreign exchange transactions is maintained by the Government of the Congo, or
 - (b) If more than one legal rate for foreign exchange transactions exists, at a rate of exchange to be mutually agreed upon from time to time between the Government of the United States of America and the Government of the Republic of the Congo.
2. In the event that any subsequent Agricultural Commodities Agreement or Agreements should be signed by the two Governments under the Act, any refunds of Congo francs which may be due or become due under this Agreement more than two years from the effective date of this Agreement would be made by the Government of the United States of America from funds available from the most recent Agricultural Commodities Agreement in effect at the time of the refund.

ARTICLE IV

GENERAL UNDERTAKINGS

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

that the purchase of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States of America.

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

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

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

ARTICLE V

CONSULTATION

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

ARTICLE VI

ENTRY INTO FORCE

The Agreement shall enter into force upon signature.

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

DONE at Leopoldville, Congo in duplicate this 23rd day of Feb., 1963.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA: FOR THE GOVERNMENT OF THE REPUBLIC OF THE CONGO:

EDMUND A. GULLION

J M BOMBOKO

**ACCORD SUR LA FOURNITURE DE PRODUITS AGRICOLES
CONCLU ENTRE LE GOUVERNEMENT DES ETATS-UNIS
D'AMERIQUE ET LE GOUVERNEMENT DE LA REPUBLIQUE
DU CONGO EN VERTU DU TITRE I DE LA LOI DE 1954 SUR
LE DEVELOPPEMENT DES ECHANGES COMMERCIAUX ET
DE L'AIDE EN PRODUITS AGRICOLES, TELLE QU'ELLE
EST MODIFIEE**

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République du Congo:

Reconnaissant qu'il est desirable de développer le commerce des produits agricoles entre leurs pays respectifs et avec d'autres nations amies d'une facon telle que ces opérations ne risquent pas de perturber les marchés habituels des Etats-Unis d'Amérique pour ces produits, ni d'entrainer des modifications excessives des prix mondiaux de ces produits agricoles ou de gêner les pratiques commerciales d'usage établies avec les nations amies;

Considérant que l'achat en francs congolais de produit agricoles en surplus aux Etats-Unis d'Amérique aidera à la réalisation de ce développement;

Considérant que les francs congolais provenant de ces achats seront utilisés d'une facon profitable aux deux pays et,

Desirant établir les arrangements applicables aux ventes, définis ci-dessous, de produits agricoles à la République du Congo, conformément aux dispositions du Titre I de la Loi sur le Développement des Echanges commerciaux et de l'aide en Produits Agricoles, telle qu'elle est modifiée, (ci-après désignée en tant que la Loi), et les mesures que les deux Gouvernements auront à prendre tant individuellement que collectivement pour poursuivre le développement du commerce agricole en ce qui concerne de tels produits;

Sont convenus de ce qui suit:

ARTICLE I

VENTES PAYABLES EN FRANCS CONGOLAIS

1. Sous réserve de l'émission par le Gouvernement des Etats-Unis d'Amérique et de l'acceptation par le Gouvernement de la République du Congo des autorisations d'achat et à condition que les produits soient disponibles aux termes de la Loi au moment de l'exportation, le Gouvernement des Etats-Unis d'Amérique s'engage à financer des ventes avec paiement en francs congolais à des acheteurs autorisés

par le Gouvernement de la République du COngo des produits agricoles suivants dans les montants indiqués:

<u>Produit</u>	<u>Valeur sur le marché d'exportation (millions)</u>
Farine de blé	\$ 5.45
Riz (blanchi)	4.53
Mais	2.85
Haricots (pois)	0.99
Lait entier en poudre	2.82
Lait écremé en poudre	0.41
Lait en boîte	0.58
Beurre	0.20
Fromage	0.05
Poulet congelés	0.98
Poulets en boîte	1.01
Tabac	1.40
Transport maritime (estimation)	2.55
 Total	 \$ 23.82

2. Les demandes d'autorisations d'achat devront être adressées dans un délai de 90 jours à partir de la date d'entrée en vigueur de cet Accord, sauf pour les demandes d'autorisations d'achat et tous les produits supplémentaires ou quantités de produits prévus dans tout amendement à cet Accord qui seront adressées dans un délai de 90 jours à partir de la date d'entrée en vigueur de cet amendement. Les autorisations d'achat comprendront les clauses relatives à la vente et à la livraison des produits, la date et les conditions de dépôt des francs congolais obtenus de la vente, et autres dispositions qui s'y rapportent.

3. L'achat et l'expédition des produits mentionnés ci-dessus seront faits dans un délai de 18 mois à partir de la date d'entrée en vigueur de cet Accord.

4. Le financement, la vente et la livraison de produits entrepris aux termes du présent Accord pourront être résiliés par l'un ou l'autre des Gouvernements, si ce Gouvernement estime que par suite d'un changement dans les conditions, la continuation de ce financement, de cette vente ou de cette livraison n'est plus nécessaire ou souhaitable.

ARTICLE II

UTILISATION DES FRANCS CONGOLAIS

Les deux Gouvernements conviennent que l'argent Congolais provenant des ventes effectuées conformément à cet Accord et lui revenant, sera utilisé par le Gouvernement des Etats-Unis d'Amérique de telle manière et par ordre de priorité qu'il déterminera, pour les besoins suivants, aux montants indiqués:

1. Pour les dépenses des Etats-Unis d'Amérique au titre des sous-

- paragraphes (a) et (f) du chapitre 104 de la Loi, 10 pour cent des francs congolais obtenus conformément au présent Accord.
2. Pour une subvention à l'Organisation des Nations Unies au titre du chapitre 104 (e) de la Loi, selon des arrangements séparés conclus entre le Gouvernement des Etats-Unis d'Amérique et l'Organisation des Nations-Unies, 90 pour cent des francs congolais obtenus conformément au présent Accord et destinés au financement des projets favorisant le développement économique équilibré de la République du Congo, ainsi qu'il en aura été convenu entre l'Organisation des Nations Unies et le Gouvernement de la République du Congo.

ARTICLE III

DEPOT DES FRANCS CONGOLAIS

1. Le montant des francs congolais devant être déposé dans un compte du Gouvernement des Etats-Unis d'Amérique devra être équivalent à la valeur des ventes en dollars des produits et du coût du transport maritime remboursé ou financé par le Gouvernement des Etats-Unis d'Amérique (sauf pour les frais supplémentaires résultant du règlement nécessitant l'emploi des navires battant pavillon américain) convertis en francs congolais, comme suit:

- (a) Au taux de change du dollar applicable aux opérations d'importations commerciales en vigueur aux dates des paiements en dollars effectués par les Etats-Unis d'Amérique, pourvu qu'un taux de change unitaire s'appliquant à toutes les opérations de change soit requis par le Gouvernement de la République du Congo, ou,
 - (b) Si plus d'un taux légal de change existe pour les opérations de change, à un taux de change qui sera déterminé mutuellement de temps en temps par le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République du Congo.
2. Dans le cas où un ou plusieurs autres Accords ultérieurs viendraient à être signés par les deux Gouvernements au titre de la Loi, tous remboursements de francs congolais qui seraient dues ou viendraient à l'échéance en vertu de cet Accord, seraient effectués par le Gouvernement des Etats-Unis d'Amérique sur les fonds disponibles de l'Accord le plus récent sur les produits agricoles en vigueur à la date du remboursement.

ARTICLE IV

DISPOSITIONS GENERALES

1. Le Gouvernement de la République du Congo prendra toutes dispositions utiles pour empêcher la revente ou le transbordement vers d'autres pays, ou l'utilisation de ces produits pour des usages autres

que les besoins intérieurs, des produits agricoles achetés conformément aux dispositions du présent Accord (sauf dans les cas où la revente, le transbordement ou l'utilisation serait expressément approuvé par le Gouvernement des Etats-Unis d'Amérique) et pour s'assurer que l'achat de ces produits ne résulterait pas en un accroissement de la disponibilité de ces produits ou de produits similaires dans les pays hostiles aux Etats-Unis d'Amérique.

2. Les deux Gouvernements prendront toutes précautions raisonnables pour s'assurer que toutes les ventes ou achats de produits agricoles effectués conformément au présent Accord ne perturberont pas les marchés normaux des Etats-Unis d'Amérique pour ces produits ou n'entraîneront pas de modifications excessives des prix mondiaux de ces produits agricoles, ou n'entraveront pas notablement les relations commerciales avec les nations amies.

3. Dans l'application du présent Accord, les deux Gouvernements chercheront à assurer des conditions commerciales permettant aux négociants particuliers d'agir efficacement et ils s'efforceront de développer et d'élargir la demande continue des produits agricoles.

4. Le Gouvernement de la République du Congo fournira, sur demande du Gouvernement des Etats-Unis d'Amérique, les renseignements sur l'évolution du programme, en particulier en ce qui concerne l'arrivée et l'état des produits, ainsi que des renseignements relatifs aux exportations de ces mêmes produits ou de produits similaires.

ARTICLE V

CONSULTATION

Les deux Gouvernements se consulteront, sur demande de l'un d'eux, sur toute question relative à l'application du présent Accord, ou sur l'exécution des dispositions prises en vertu du présent Accord.

ARTICLE VI

ENTREE EN VIGUEUR

Le présent Accord entrera en vigueur dès qu'il sera signé.

EN FOI DE QUOI, les délégués respectifs, dûment autorisés à cet effet, ont signé le présent Accord.

FAIT à Léopoldville en double exemplaire ce 23 jour de février, 1963.

POUR LE GOUVERNEMENT DE
LA REPUBLIQUE DU CONGO:

J M BOMBOKO

POUR LE GOUVERNEMENT
DES ETATS-UNIS D'AMERIQUE:

EDMUND A. GULLION

The American Ambassador to the Congolese Minister for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
No. 296 Leopoldville, February 23, 1963

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed today and in connection therewith to confirm that it is the understanding of the Government of the United States of America that:

1. The Government of the Republic of the Congo will provide, upon request of the Government of the United States of America, facilities for the conversion into other currencies of two per cent of the francs accruing from sales under the Agreement for purposes of Section 104(a) of the Act. These currencies will be used to finance agricultural market development activities in other countries.

2. The Government of the United States of America may utilize Congolese francs in the Republic of the Congo to pay for international travel originating in the Republic of the Congo or originating outside the Republic of the Congo when the travel (including connecting travel) is to or through the Republic of the Congo, and for travel within the United States of America or other areas outside of the Republic of the Congo when travel is part of a trip in which the traveler travels from, to or through the Republic of the Congo. 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 United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which Congolese francs may be utilized shall not be limited to services provided by Congolese transportation facilities.

I shall appreciate receiving your confirmation that the foregoing also represents the understanding of the Government of the Republic of the Congo.

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

E. A. G.

His Excellency

JUSTIN BOMBOKO,

Minister for Foreign Affairs,
Leopoldville.

The Congolese Minister for Foreign Affairs to the American Ambassador

RÉPUBLIQUE DU CONGO

Ministère des Affaires Etrangère
et du Commerce Extérieur

No 12/130/151/CAB/AE/63.

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur de me référer aux Accords sur la Fourniture de Produits Agricoles, signé aujourd'hui par les représentants de nos deux Gouvernements et de confirmer que votre interprétation est exacte.

Le Gouvernement de la République du Congo accordera, sur la demande du Gouvernement des Etats-Unis d'Amérique, les facilités pour convertir, en d'autres monnaies, deux pour cent des francs acquis à la suite de ventes selon l'Accord, pour le but de financer les activités du développement des marchés dans d'autres pays.

Je vous prie d'accepter, Excellence, les assurances renouvelées de ma très haute considération.

LÉOPOLDVILLE, le 23 février 1963.

Le Ministre,

J M BOMBOKO

J.M. Bomboko.

A Son Excellence,
Monsieur L'AMBASSADEUR DES
ETATS-UNIS D'AMÉRIQUE
Leopoldville

Translation

REPUBLIC OF THE CONGO

Ministry of Foreign Affairs
and Foreign Trade

No. 12/130/151/CAB/AE/63.

MR. AMBASSADOR:

I have the honor to refer to the Agricultural Commodities Agreements [¹] signed today by the representatives of our two Governments and to confirm that your interpretation is correct.

The Government of the Republic of the Congo will grant, upon the request of the Government of the United States of America, facilities for converting, into other currencies, two per cent of the francs acquired as a result of the sales according to the Agreement, for the purpose of financing market development activities in other countries.

¹ See also TIAS 5460; *ante*, p. 1562.

I beg you to accept, Excellency, the renewed assurances of my very high consideration.

LÉOPOLDVILLE, February 23, 1963.

The Minister,
J M BOMBOKO
J. M. Bomboko.

His Excellency

THE AMBASSADOR OF THE UNITED STATES OF AMERICA,
Leopoldville.

The American Embassy to the Congolese Ministry of Foreign Affairs

AIDE-MEMOIRE

This memorandum is for the purpose of clarifying language used in paragraph two of the letters exchanged today accompanying the two Agreements for the sale of American surplus agricultural products in the Congo for Congolese Francs. The language of the paragraph appears to imply a conversion into other currencies in addition to the standard two per cent described in paragraph one. The Embassy asked for clarification on this point and has been assured by the Department of State that implementation of paragraph two will not require any conversion of Congolese Francs.

E. A. G.

EMBASSY OF THE UNITED STATES OF AMERICA,
Leopoldville, February 23, 1963.

GREECE

Agricultural Commodities

*Agreement signed at Athens October 30, 1963;
Entered into force October 30, 1963.
With related letter.*

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

The Government of the United States of America and the Government of Greece;

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

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

Considering that the drachmae accruing from such purchase will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to Greece pursuant to Title I for the Agricultural Trade Development and Assistance Act,^[1] as amended (hereinafter referred to as the Act) and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

^[1] 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

ARTICLE ISALES FOR DRACHMAE

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of Greece of purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for drachmae, to purchasers authorized by the Government of Greece, of the following agricultural commodities in the amounts indicated:

<u>Commodity</u>	<u>Export Market Value (millions)</u>
Wheat	\$2. 6
Feedgrains	11. 1
Inedible tallow	. 3
Ocean Transportation (estimated)	2. 0
Total:	\$16. 0

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

3. 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 IIUSES OF DRACHMAE

The drachmae accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the proportions shown:

- A. For United States expenditures under subsections (a), (b), (f), and (h) through (s) of Section 104 of the Act, or under

any of such subsections, forty-two percent of the drachmae accruing pursuant to this Agreement.

- B. For loans to be made by the Agency for International Development (hereinafter referred to as AID) under Subsection 104(e) of the Act and for administrative expenses of AID in Greece incident thereto, thirteen percent of the drachmae accruing pursuant to this Agreement. It is understood that:
- (1) Such loans under Subsection 104(e) of the Act will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in Greece for business development and trade expansion in Greece, and to United States firms and Greek firms for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of and markets for United States agricultural products.
 - (2) Loans will be mutually agreeable to AID and the Government of Greece, acting through the Ministry of Economic Coordination (hereinafter referred to as the Ministry). The Minister of Economic Coordination, or his designate, will act for the Government of Greece, and the Administrator of AID, or his designate, will act for AID.
 - (3) Upon receipt of an application which AID is prepared to consider, it will inform the Ministry of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan, and the general purposes for which the loan proceeds would be expended.
 - (4) When AID is prepared to act favorably upon an application, it will so notify the Ministry and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to that prevailing in Greece on comparable loans, and the maturities will be consistent with the purposes of the financing.
 - (5) Within sixty days after the receipt of the notice that AID is prepared to act favorably upon an application, the Ministry will indicate to AID whether or not the Ministry has any objection to the proposed loan. Unless within the sixty-day period AID has received such a communication from the Ministry, it shall be understood that the Ministry has no objection to the proposed loan. When AID approves or declines the proposed loan, it will notify the Ministry.
 - (6) In the event the drachmae set aside for loans under Section 104(e) of the Act are not advanced within three

years from the date of this Agreement because AID has not approved loans or because proposed loans have not been mutually agreeable to AID and the Ministry, the Government of the United States of America may use the drachmae for any purpose authorized by Section 104 of the Act.

- C. For common defense expenditures under subsection 104(c) and/or for a loan to the Government of Greece under subsection 104(g) of the Act, for financing such projects to promote economic development, including projects not heretofore included in plans of the Government of Greece as may be mutually agreed, 45 percent of the drachmae accruing pursuant to this Agreement. The amounts for uses under subsection (c) and (g) shall be subject to mutually acceptable arrangements, it being understood that in any event, not more than the drachmae equivalent of \$5 million shall be made available for common defense expenditures. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. In the event that agreement is not reached on the use of the Greek drachmae for loan purposes within three years from the date of this Agreement, the Government of the United States of America may use the drachmae for any purpose authorized by Section 104 of the Act.

ARTICLE III

DEPOSIT OF DRACHMAE

1. The amount of drachmae to be deposited to the account of the Government of the United States of America shall be the equivalent of the dollar sales value of the commodities and ocean transportation costs reimbursed or financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) converted into drachmae as follows:

- (a) at the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursements by the United States, provided that a unitary exchange rate applying to all foreign exchange transactions is maintained by the Government of Greece, or
- (b) if more than one legal rate for foreign exchange transactions exists at a rate of exchange to be mutually agreed upon from time to time between the Government of the United States of America and the Government of Greece.

2. In the event that any subsequent Agricultural Commodities Agreement or Agreements should be signed by the two Governments

under the Act, any refunds of drachmae which may be due or become due under this Agreement more than two years from the effective date of this Agreement would be made by the Government of the United States of America from funds available from the most recent Agricultural Commodities Agreement in effect at the time of the refund.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Government of Greece will take all possible measures to prevent the resale 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, transshipment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities purchased pursuant to this Agreement during the period beginning on the date of this Agreement and ending with the final date on which such commodities are received and utilized, (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this Agreement does not result in increased availability of the same or like commodities to nations unfriendly to the United States of America.

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

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

4. The Government of Greece will furnish, upon request of the United States of America, information on the progress of the program, particularly with respect to the arrival and condition of commodities and provisions for the maintenance of usual marketings, and information relating to exports of the same or like commodities.

ARTICLE V

CONSULTATION

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

ARTICLE VIENTRY INTO FORCE

This Agreement shall enter into force upon signature.

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

Done at Athens in duplicate this 30th day of October 1963.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

HENRY R. LABOISSE

FOR THE GOVERNMENT OF
GREECE:

J. PARASKEVOPoulos

The Greek Minister of Coordination to the American Ambassador

MINISTER OF COORDINATION

ATHENS, October 30, 1963.

DEAR MR. AMBASSADOR,

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of Greece signed today and to confirm my Government's understanding of agreement reached in conversations which have taken place between representatives of our two Governments with respect to the following:

1. The Government of Greece will procure and import with its own resources from the United States of America not less than 1,400 metric tons of tallow and 25,000 metric tons of feedgrains during the fiscal year ending June 30, 1964, in addition to the tallow and feedgrains to be purchased under the cited agreement. The Government of Greece will procure any additional amounts of wheat required during the fiscal year ending June 30, 1964, with its own resources from the United States and countries friendly to the United States.

2. It is understood that the amount of wheat and feedgrains supplied under this agreement will not in themselves lead to increased production of poultry and related products. It is also understood that wheat and feedgrains supplied under past agreements and under this agreement have not and will not cause a decrease in acreage planted to wheat and feedgrains nor cause an increase in acreage planted to cotton and tobacco while the grains covered by this Agreement are being imported and utilized in Greece, or until June 30, 1964, whichever is later.

3. Upon request of the Government of the United States of America, the Government of Greece will provide facilities for the conversion of two percent of the drachmae accruing from sales under this agreement into other currencies for purposes of Section 104(a) of the Act. These currencies will be used to finance agricultural market development activities in other countries.

4. The Government of the United States of America may utilize drachmae to procure in Greece goods and services needed in connection with agricultural market development projects and activities in other countries.

5. The Government of Greece will, within 30 days of the time that a request is made by the Government of the United States of America, convert drachmae in that equivalent value of up to \$300,000 to other currencies for use, in accordance with Section 104(h) of the Act, for educational exchange activities in other countries.

6. The Government of the United States may utilize Greek drachmae in Greece to pay for international travel originating in Greece, or originating outside Greece when the travel (including connecting travel) is to or through Greece, and for travel within the United States of America or other areas outside Greece when the travel is part of a trip in which the traveler travels from, to or through Greece. 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 United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which drachmae may be utilized shall not be limited to services provided by Greek transportation facilities.

Sincerely yours,

J. PARASKEVOPoulos

J. Paraskevopoulos

His Excellency,
HENRY R. LABOISSE,
Ambassador of the United States of America,
Athens.

GUATEMALA

Inter-American Highway

*Agreement effected by exchange of notes
Signed at Guatemala September 25 and October 3, 1963;
Entered into force October 3, 1963.*

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

**EMBASSY OF THE
UNITED STATES OF AMERICA,
Guatemala, September 25, 1963.**

No. 64

EXCELLENCY:

With reference to conversations between officials of the Ministry of Communications and Public Works of Guatemala and officials of the Bureau of Public Roads of the Government of the United States of America and for the purpose of carrying into effect Section 212 of Title 23, United States Code, ['] as amended, I have the honor to propose an understanding in the following terms, to constitute an Agreement, between the Government of the United States and the Government of Guatemala for cooperation in the construction of the Inter-American Highway in Guatemala. Upon the entering into force of this Agreement, the Inter-American Regional Project Statement and Memorandum of Understanding entered into between the Republic of Guatemala and the United States of America under date of October 5, 1954, [?] shall remain in force and effect only for the purpose of continuing the program heretofore authorized and controlling the expenditure of any unexpended balance of funds made available thereunder. For the purpose of this Agreement, it shall be understood:

- a) Government: that of the Republic of Guatemala
- b) Ministry: that of Communications and Public Works
- c) Bureau: The Bureau of Public Roads
- d) Highway: The Inter-American Highway

¹ 72 Stat. 909.

² Should read "October 6, 1954.". Not printed.

SECTION I**PROJECT DESIGNATION AND LOCATION**

The Inter-American Highway route in the Republic of Guatemala: From a point on the Mexico-Guatemala boundary called "La Mesilla"; thence via the Selegua River, Colotenango, San Sebastián Huehuetenango, San Cristóbal Totonicapán, Chimaltenango, to Guatemala City; thence southwest via Barberena, Cuilapa, Jutiapa, Asunción Mita to the Guatemala-El Salvador boundary at San Cristóbal Frontera.

SECTION II

The Bureau and the Government agree to continue with the construction, through completion, of the uncompleted sections of the Highway in accordance with the following basis:

[¹] The Bureau, on its part, undertakes:

1. As funds become available, to set aside specific sums in accordance with this Agreement, for preliminary engineering, design, supervision and construction of specific parts, or sections, of the highway in accordance with the provisions of Section 212 of Title 23, United States Code, as amended, said sums being based on approved plans, specifications and estimates, these sums to become available only as allotted under Project Agreements hereafter executed and to be expended only for work actually performed in accordance with said plans, specifications and estimates and within the terms and conditions of this Agreement.

2. To exercise authority as provided for in the aforementioned legislation; to administer the funds allotted under Project Agreements as subsequently executed; to approve locations, surveys, plans, specifications and estimates for all work to be done under said Project Agreements; to approve the method of performing the work, whether by force account or by contract; and if by contract, to authorize advertising, concur in the award and approve the draft of the contract to be signed; to check the quality of the work performed and to reimburse the Government for the Bureau's share of the cost of completed work by means of Form PR-20, revised, of the Bureau of Public Roads.

3. To provide a staff who shall act under the direction of the Federal Highway Administrator in carrying out The Bureau's responsibilities under this Agreement. The compensations and the expenses of the Bureau's staff shall be paid by the Bureau from its available administrative funds for the Inter-American Highway under applicable federal law. The Bureau's staff will furnish engineering advice and assistance and will cooperate fully with the Government to maintain and secure rapid and economical construction of the Highway.

¹ Should read "A. The Bureau,".

4. To act for the Government, at its request, as purchasing agent in the United States, without charge for this service, for the purchase of materials, equipment and any other supplies for use on the Highway not produced and obtainable in the Republic of Guatemala. Such purchases shall be made only on the basis of requisitions approved by the Minister and the Division Engineer of the Bureau.

B. The Government on its part, undertakes:

1. To provide from its own funds not less than one-third ($\frac{1}{3}$) of the total cost of the work, approved as provided by Section 212, Title 23, United States Code, as amended and as may be provided in any other agreement and/or condition pertaining to the Highway and embodied in this Agreement, or in any subsidiary Project Agreement, and at the sole expense of the Government to provide the rights-of-way required for the construction of the Highway which rights-of-way shall have a minimum width of 100 meters in rural areas and 50 meters in municipalities except where on adequate showing it is established that these widths are impracticable.

The Government agrees that encroachment on the approved rights-of-way will not be permitted except that, in the event permission is given to use the right-of-way for pole lines, pipe lines or other structures in the public interest, such use will be limited to portions of the right-of-way which lie well beyond the outer edge of cut and fill slope areas.

2. To maintain a Ministry department responsible for highways, including a maintenance division, which as to organization, personnel and operation is satisfactory to the Bureau. Expenditures for the maintenance, general administration, supervision and any other overhead cost of such department shall not be eligible for participation as a project cost.

3. To establish a revolving fund for use solely to finance Highway construction costs. All reimbursements made by the Bureau shall be immediately credited to this revolving fund.

4. To make surveys and to prepare and furnish for approval, plans, specifications and estimates.

5. To construct by force account, or to cause to be constructed by contract on the basis of public competitive bids, all parts, or sections, of the Highway as hereinabove described in accordance with plans, specifications and estimates which have been previously approved by the Bureau under the Terms of Section II, A-2.

6. To advertise in the United States by the Bureau and in the Republic of Guatemala by the Government, all construction projects projects which are to be constructed by contract for a mutually agreed period of time and award contracts pursuant to such advertisements in accordance with Section II, paragraph A-2 of this Agreement.

7. To make contract awards only to bidders who meet the following requirements:

- a) able to meet all financial requirements for carrying out the work to completion;

- b) have an adequate organization, machinery and equipment to do this work, and
- c) who can provide surety bonds satisfactory both to the Government and to the Bureau.

8. Not to take any action without prior concurrence of the Bureau which will in any way alter the terms and conditions of an approved contract.

9. To furnish sufficient competent engineering personnel on each project to assure that the construction work is being carried out in accordance with the approved plans and specifications.

10. To issue change orders, extra work orders or other directives as required for all changes permitted under the terms of the contract and obtain prior approval of the Bureau before any change or extra work is authorized.

11. To incorporate in the contract for each project constructed under this Agreement the Bureau of Public Roads current "Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects," (the present edition of which is dated January 1961 and generally referred to as "FP-61") unless the use of other specifications is specifically approved by the Bureau.

12. To exempt contractors from the payment of all import and export duties and taxes on materials, equipment and supplies strictly necessary for construction of the Project.

13. To permit the use, free of charge, of natural deposits of stone, gravel, sand earth or other materials necessary for the execution of the project where such materials occur on the right-of-way or on public domain. Also to provide, without charge to the project, any easements that may be necessary to gain access to like materials required for the work and which are available within private property; in this case, the Bureau will participate in two-thirds of the cost of the material at a unit price previously agreed upon by the Government and the Bureau.

14. To furnish for use on those portions of any project for which the force account method of construction may be authorized, equipment which is satisfactory, and which is now [] or has been placed in good operating condition. Charges to the project for the use of such equipment will be on the basis of rental rates approved in advance by the Bureau.

Such rates will cover the initial cost of the equipment as well as all operating and repair costs and will not exceed the rate charged by the owning department to other Government agencies.

15. To conduct all work and to handle all accounts in accordance with the provisions of this Agreement and with the understanding that additional requirements as to the conduct of the work and as to the accounts and records to be kept may be required by the Bureau because of the fiscal requirements of the United States affecting the

¹ Should read "new".

disbursement of funds furnished by the Government of the United States.

16. To permit and facilitate inspection by any authorized representative of the Bureau of all records and construction work in progress or recently completed. Upon their request, copies of needed documents will be furnished.

17. To maintain accounts which shall, at all times, be open to inspection, examination and audit by any authorized representative of the Government of the United States, and to accept audit on the basis of the Acts of Congress of the United States as hereinbefore mentioned and which are not contrary to Guatemalan law, and all other agreements pertinent to the work, and to facilitate the checking of all claims submitted for payment by the Bureau.

18. To maintain the Highway in a manner satisfactory to the Bureau. Failure to do so will authorize the Bureau to retain any pending reimbursement until maintenance deficiencies have been corrected.

19. For the effects of this Agreement, the Bureau will enjoy the following exemptions:

- a) of taxes, assessments, duties, contributions, importation charges and overcharges on funds, vehicles, machinery, equipment, materials and any other article or supplies intended by the Bureau for the execution of the work under this Agreement;
- b) of legal paper and stamps on transactions made in connection with this Agreement;
- c) and any other tax, assessment, duty or contribution on funds, property and operations referred to in the above paragraphs.

20. All United States citizens employed by the Bureau in connection with the Inter-American Highway, are exempted from payment of income and social security taxes. They are also exempted from payment of import taxes and duties on professional instruments, automobiles, books and other personal and/or household effects imported into the country for their use or that of the members of their families.

21. The items that have been imported in accordance with points 19 and 20 above, may be re-exported without paying the duties, taxes, assessments, contributions, charges and overcharges; and in case they were sold in the country, corresponding exempts should be previously paid, except that the disposition of vehicles will be subject to the Decree 1166 of the Congress of the Republic of Guatemala.

22. The Guatemalan personnel working at the Bureau shall be governed, in their labor relations, by the regulations existent at present for Guatemalan personnel working at the Embassy of the United States, where applicable.

23. To furnish, in cases of death of United States citizens employed by the Bureau or their dependents, documents necessary to permit the return to the United States of their remains.

24. To hold the United States and its employees harmless against claims of third parties for personal injuries or property damage which may occur in connection with any operations necessary to the work.

SECTION III

The Bureau will participate in payment of construction engineering costs for the projects, in the following manner: not to exceed 10% of the approved total cost of construction items for bridge and paving projects and not to exceed 15% of such costs for each grading and draining project.

Where a project involves work corresponding to the difference stipulated percentages, Bureau participation will be on the basis of cost of each type of work at the applicable percentage rate.

Bureau participation in construction engineering cost in any case will be limited to the period of time called for in the contract for completion of the work plus authorized time extensions.

SECTION IV

The procedures to be followed in administering funds obtained as a consequence of this Agreement are:

1. Subsequent to appropriation of United States funds to complete the Inter-American Highway, the Government will submit a program of projects recommended for construction in order to complete the Highway in the country. The projects will be shown in order of priority for construction showing termini, type of construction and length. A brief explanation will be made of the standards which will apply and an estimate of the total cost of the work.

2. Where it is necessary to develop plans, specifications and estimates, a Project Agreement will be executed following program approval, for each project to cover preliminary engineering expenses corresponding to this work. Where plans, specifications and estimates for a project are already prepared, they will be submitted for Bureau's approval. Acceptance by the Bureau will constitute a commitment to finance two-thirds of the total cost of construction and of engineering based on Section III of this Agreement.

3. Following approval of a contract or force account method by the Bureau in accordance with Section II, Paragraph A-3 [¹] of this Agreement, a Project Agreement will be entered into based on cost determined by contract unit prices or agreed force account unit prices plus the engineering cost as limited under Section III. In a case where a Project Agreement has been entered into for preliminary engineering for work between the same termini, it shall be modified to include the construction cost.

4. Following satisfactory completion of a project, the Government will, as rapidly as possible complete all final measurements and prepare a final estimate which will cover all costs. Upon review and acceptance

¹ Should read "Paragraph A-2".

of this final estimate by the Bureau and payment to the contractor is effected, final reimbursement of the United States two-thirds share will be made by the Bureau.

I have the honor to propose that, if these terms are acceptable to Your Excellency's 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 day of Your Government's Note.

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

R. F. CORRIGAN
Chargé d'Affaires ad interim

His Excellency

ALBERTO HERRARTE,
Minister of Foreign Relations,
Guatemala.

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

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

22971

GUATEMALA, 3 de octubre de 1963

SEÑOR ENCARGADO DE NEGOCIOS:

Tengo el honor de acusar recibo a Vuestra Señoría de su atenta nota número 64, de 25 de septiembre último, mediante la cual se sirve proponer un Convenio entre el Gobierno de Guatemala y el Gobierno de los Estados Unidos de América, en los siguientes términos:

Al entrar en vigencia este Convenio, el Proyecto Regional Interamericano y Memorándum de Entendimiento, celebrado entre los Gobiernos de Guatemala y de los Estados Unidos de América con fecha 6 de octubre de 1954, permanecerá en vigor y surtirá sus efectos únicamente con el propósito de continuar el programa anteriormente autorizado y de controlar los gastos de cualquier saldo que aún existiere de los fondos concedidos para ese programa.

Para los efectos del presente Convenio se entenderá:

- a) Gobierno: el de la República de Guatemala
- b) Ministerio: el de Comunicaciones y Obras Públicas
- c) Bureau: el Bureau of Public Roads
- d) Carretera: la Carretera Interamericana

SECCION I**DESIGNACION Y UBICACION DEL PROYECTO**

La Carretera Interamericana en la República de Guatemala: Desde el lugar denominado "La Mesilla" en la frontera de México y Guatemala; desde allí vía Río Selegua, Colotenango, San Sebastian Huehuetenango, San Cristobal Totonicapán, Chimaltenango, hasta la Ciudad de Guatemala; desde allí al sudeste vía Barberena, Cuilapa Jutiapa, Asunción Mita hasta la Frontera de Guatemala y El Salvador en San Cristobal Frontera.

SECCION II

El Bureau y el Gobierno acuerdan continuar hasta su terminación la construcción de los tramos incompletos de la Carretera conforme a las siguientes bases:

A) El Bureau por su parte, se compromete a:

1. A medida que disponga de fondos, asignar cantidades para sufragar, conforme a este Convenio, los costos de estudios, diseño, supervisión y construcción de partes o secciones específicas de la Carretera de acuerdo con las disposiciones de la Sección 212, Título 23, del Código de los Estados Unidos y sus enmiendas. Dichas asignaciones se calcularán con base en los planos, especificaciones y estimaciones aprobados y las sumas estarán disponibles solamente cuando hayan sido asignadas conforme Acuerdos de Proyecto por ejecutarse en el futuro y podrán ser gastadas únicamente por trabajos efectivamente ejecutados de acuerdo con dichos planos, especificaciones y estimaciones bajo los términos y condiciones de este Convenio.

2. Ejercer la autoridad estipulada en la legislación antes mencionada; administrar los fondos asignados conforme Acuerdos de Proyecto para ejecutarse posteriormente, aprobar trazos, estudios, planos, especificaciones y estimaciones de todo el trabajo que se realice con base en dichos Acuerdos de Proyecto; aprobar el método de ejecutar el trabajo, ya sea por Administración (force account) o por contrato; y, si fuere por contrato, autorizar los avisos, concurrir en la adjudicación y aprobar el proyecto de contrato por firmarse; verificar la calidad del trabajo realizado y reembolsar al Gobierno la parte del costo por trabajo realizado que corresponda al Bureau por medio de la Fórmula PR-20, revisada, del Bureau of Public Roads.

3. Asignar el personal que actuará bajo la dirección del Administrador de Carreteras Federales para cumplir con las responsabilidades que correspondan al Bureau conforme a este Convenio. Las remuneraciones y gastos del personal del Bureau serán pagadas por éste de sus fondos administrativos destinados para la Carretera Interamericana disponibles según la ley federal aplicable. El personal del Bureau asesorará y colaborará en asuntos de ingeniería y cooperará plenamente con el Gobierno para mantener y asegurar la construcción rápida y económica de la Carretera.

4. Actuar, si lo solicitare el Gobierno, como agente de compras en los Estados Unidos para la adquisición de materiales, equipos y cualquier otra clase de suministros destinados a la Carretera que no se produzcan u obtengan en Guatemala, sin percibir remuneración por este servicio. Las compras se harán únicamente con base en los pedidos aprobados por el Ministerio y el Ingeniero de División del Bureau.

B) El Gobierno por su parte, se compromete a:

1. Proveer de sus propios fondos no menos de un tercio (1/3) del costo total del trabajo, aprobado conforme a lo estipulado en la Sección 212, Título 23 del Código de los Estados Unidos y sus enmiendas, y conforme a cualquier otro acuerdo y/o condición referente a la Carretera que se incorporen a este Convenio, o en cualquier Acuerdo de Proyecto subsidiario. Asimismo obtener por cuenta exclusiva del Gobierno los derechos de vía requeridos para la construcción de la Carretera, los cuales tendrán un ancho máximo de 100 metros en las áreas rurales y de 50 metros en las urbanas, excepto donde previa comprobación con el Bureau, se establezca que estas dimensiones son impracticables.

El Gobierno conviene en evitar intrusiones en los derechos de vía aprobados, excepto en los casos en que autorice la colocación de postes, tuberías u otras estructuras para servicios públicos; y en tales casos el uso será limitado a aquellas partes del derecho de vía que quedan suficientemente alejadas del extremo exterior de las áreas de talud en corte o relleno.

2. Mantener una dependencia del Ministerio que será responsable de la vialidad con una sección de mantenimiento de la Carretera, la que, en cuanto a organización, personal y operación sea satisfactoria al Bureau. Los gastos para mantenimiento, administración general, superintendencia y cualquier otro gasto general de tal dependencia no formarán parte del costo del Proyecto para participación del Bureau.

3. Establecer un fondo rotativo destinado exclusivamente para el financiamiento de los costos de construcción de la Carretera. Todos los reembolsos hechos por el Bureau ingresarán inmediatamente a dicho fondo rotativo.

4. Realizar estudios y preparar planos, especificaciones y estimaciones para su aprobación.

5. Construir por administración (force account) o por contrato basado en licitación pública, todas las partes o secciones de la Carretera conforme lo estipulado en este Convenio, de acuerdo con los planos, especificaciones y estimaciones que hayan sido previamente aprobados por el Bureau bajo los términos de la Sección II, A-2.

6. Anunciar, por intermedio del Bureau en los Estados Unidos y en la República de Guatemala por el Gobierno, por un período de tiempo mutuamente convenido, todos los proyectos que se construirán por contrato y adjudicarlos de acuerdo con dichos anuncios y con la Sección II, párrafo A-2 de este Convenio.

7. Adjudicar los contratos únicamente a los licitantes que cumplan con los siguientes requisitos:

- a) tener capacidad financiera para llevar a cabo el trabajo hasta su terminación;
- b) tener una organización, maquinaria y equipo adecuados para realizar el trabajo; y
- c) presentar una fianza satisfactoria para el Gobierno y el Bureau.

8. No dictar, sin previo acuerdo con el Bureau, ninguna disposición o medida que altere los términos y condiciones de un contrato ya aprobado.

9. Proveer suficiente personal técnico competente para cada proyecto a fin de asegurar que el trabajo de construcción se realice de acuerdo con los planos y especificaciones aprobados.

10. Emitir, previa aprobación del Bureau, las órdenes de cambio de trabajo extra u otras que se requieran para todos los cambios permitidos dentro de los términos del contrato.

11. Incorporar al contrato para cada proyecto que se construya de acuerdo con este Convenio, las "Especificaciones Generales para la Construcción de Caminos y Puentes en los Proyectos Federales de Carreteras" del Bureau of Public Roads, (edición de enero de 1961 y generalmente llamada "FP-61") a menos que se convenga con el Bureau el uso de otras especificaciones.

12. Exonerar a los contratistas de pago de todos los derechos de importación y exportación o impuestos sobre materiales, equipos y suministros estrictamente necesarios para la construcción del Proyecto.

13. Permitir el uso, sin pago alguno de depósitos naturales de piedra, grava, arena, tierra u otros materiales que sean necesarios para la ejecución del Proyecto cuando tales materiales se encuentren en el área de derecho de vía o en terreno de dominio público. Asimismo, se obtendrá sin cargo para el proyecto, cualquier servidumbre necesaria para el acceso a bancos de materiales requeridos para los trabajos y que se encuentren en terrenos de propiedad particular, en este caso, el Bureau aportará dos tercios de valor de tales materiales al precio unitario que el Gobierno y el Bureau hayan convenido previamente pagar por tales materiales.

14. Proveer equipo satisfactorio, nuevo o que haya sido puesto en buenas condiciones de operar, para usarle en aquellas partes de cualquier proyecto que se haya acordado construir por administración (force account). Los cargos al proyecto por el uso de tal equipo se calcularán con base en la Escala de Renta aprobada con anterioridad por el Bureau.

Tales tarifas cubrirán el costo inicial del equipo, así como todos los costos de operación y reparación y no podrán exceder de las que la entidad poseedora del equipo, cobre a otras dependencias del Gobierno.

15. Dirigir todo el trabajo y operar la contabilidad de acuerdo con las disposiciones de este Convenio, en el entendido de que los requisitos adicionales relacionados con la dirección de trabajo de trabajo, cuentas,

documentos y archivos que se lleven puedan ser requeridos por el Bureau, para satisfacer disposiciones fiscales de los Estados Unidos que afecten el desembolso del fondo suministrados por el Gobierno de dicho país.

16. Permitir y facilitar a cualquier representante autorizado del Bureau, la inspección de todos los documentos y de los trabajos de construcción en ejecución ó recientemente terminados. A solicitud de esos representantes, se les proporcionarán copias de los documentos que necesiten.

17. Llevar cuentas, que en todo tiempo podrán ser objeto de inspección, examen y auditoria por cualquier representante autorizado del Gobierno de los Estados Unidos; y aceptar la auditoría basándose en las leyes y disposiciones de los Estados Unidos antes mencionadas, que no contravengan las leyes de Guatemala ni ningún otro acuerdo aplicable al trabajo. Asimismo, se facilitará la verificación por parte del Bureau de todos los formularios de reintegro presentados para su pago.

18. Conservar la Carretera a satisfacción del Bureau. El incumplimiento de esta obligación facultará al Bureau para retener cualquier reembolso pendiente hasta que la deficiencia en la conservación haya sido corregida.

19. Para los efectos de este Convenio el Bureau gozará de las siguientes exoneraciones:

- a) de derechos, tasas, impuestos, contribuciones, cargos y sobrecargos de importación, sobre los fondos, vehículos, maquinaria, equipo, materiales y cualquier otro artículo o suministro destinado al Bureau para realizar los objetivos de este Convenio;
- b) del impuesto de papel sellado y de timbres sobre las transacciones que suscriban en relación con este Convenio;
- c) y cualquier otro impuesto, tasa, derecho o contribución que recaiga sobre los fondos, bienes y operaciones a que se refieren los puntos anteriores.

20. Los ciudadanos de los Estados Unidos empleados por el Bureau en conexión con Carretera Interamericana quedan exonerados del pago del impuesto sobre la renta y de las cuotas del Instituto Guatemalteco de Seguridad Social. Asimismo, quedan exonerados del pago de los impuestos y derechos de importación sobre instrumentos profesionales, automóviles, libros y demás artículos personales y/o domésticos traídos al país para su uso o para el de los miembros de sus familias.

21. Los artículos que hayan sido importados conforme los puntos 19 y 20 anteriores, podrán salir del país sin el pago de los derechos, impuestos, tasas, contribuciones, cargos y sobrecargos; y en el caso de que fueran enajenados en el país se deberá pagar previamente las cantidades exoneradas, salvo en lo que se refiere a vehículos en cuyo caso se hará aplicación de lo dispuesto en el Decreto 1166 del Congreso de la República de Guatemala.

22. El personal guatemalteco que preste sus servicios en el Bureau se regirá en sus relaciones laborales, por las normas existentes en la actualidad para el personal guatemalteco que trabaja en la Embajada de Estados Unidos en lo que fuere aplicable.

23. Autorizar, en caso de muerte los documentos necesarios para permitir el envío a los Estados Unidos de los restos mortales de ciudadanos de ese país, empleados por el Bureau y/o de sus familiares.

24. Mantener indemnes al Gobierno de los Estados Unidos y a sus empleados de las reclamaciones de terceras partes por lesiones personales o perjuicios a la propiedad que ocurrieren en relación con cualquiera de las operaciones necesarias a la obra.

SECCION III

El Bureau contribuirá a sufragar los costos de supervisión de los proyectos en la siguiente forma: hasta en un diez por ciento (10%) del costo total aprobado de los renglones de construcción para cada proyecto de puentes o pavimentos y hasta un quince por ciento (15%) de dicho costo para cada proyecto de terracería y drenajes.

Cuando un proyecto comprenda trabajos correspondientes a los dos porcentajes estipulados, la participación del Bureau estará en el costo de cada clase de trabajo en el porcentaje aplicable.

La participación del Bureau en el costo de ingeniería de construcción estará en todo caso limitada al período de tiempo indicado en el contrato para la terminación del trabajo, más las extensiones de tiempo autorizadas.

SECCION IV

Los procedimientos a seguir en la administración de los fondos que se obtengan como consecuencia de este Convenio, son los siguientes:

1. Después de la asignación de los fondos de los Estados Unidos para completar la construcción de la Carretera Interamericana, el Gobierno deberá presentar un programa de proyectos de construcción para terminar el sector de la carretera en el país. Los proyectos serán presentados en orden de prioridad de construcción, señalando las estaciones terminales, tipo de construcción y longitud; y se acompañará a ellos una breve explicación de las normas que se aplicarán y una estimación del costo de los trabajos.

2. Después de aprobado el programa si fuere necesario elaborar planos, especificaciones y estimaciones para un proyecto, se suscribirá un Acuerdo de Proyecto con el objeto de que en él se incluyan los gastos de ingeniería preliminar correspondientes a estos trabajos. Cuando los planos, especificaciones y estimaciones para un proyecto hubieren sido elaborados, serán presentados al Bureau para su aprobación. La aceptación por parte del Bureau constituirá un compromiso de financiar los dos tercios del costo total de construcción y de ingeniería basados en la Sección III de este Convenio.

3. Después de aprobado por el Bureau un contrato de trabajo por administración conforme a lo dispuesto en la Sección II, Párrafo A-2 de este Convenio, se suscribirá un Acuerdo de Proyecto basado en el costo determinado por los precios unitarios contratados o convenidos para trabajos por administración, incluyendo el costo de ingeniería, tal como lo limita la Sección III. En caso de que existiere un Acuerdo de Proyecto para ingeniería preliminar para trabajo dentro de las mismas estaciones terminales, éste será modificado para incluir el costo de construcción.

4. Después de terminados a satisfacción los trabajos de un proyecto, el Gobierno a la mayor brevedad, efectuará las medidas y cálculos finales y preparará una estimación final que cubra todos los costos. Una vez revisada y aceptada esta estimación final por el Bureau y cuando el pago al contratista haya sido hecho, el Bureau hará el reembolso final de las dos terceras partes de participación de los Estados Unidos.

Manifiesta, además, Vuestra Señoría, que si tales términos son aceptables para el Gobierno de Guatemala, propone que la nota de Vuestra Señoría y la presente respuesta a la misma constituyan un Convenio entre nuestros dos Gobiernos, que entrará en vigencia en la fecha de esta nota.

Al responder a la atenta comunicación de Vuestra Señoría, me complace informarle que el Gobierno de Guatemala acepta los términos contenidos en la nota de Vuestra Señoría, y por lo tanto, está de acuerdo en que dicha nota y la presente constituyan un Convenio entre nuestros dos Gobiernos para cooperar en la construcción de la Carretera Interamericana en Guatemala; Convenio que entrará en vigencia desde esta fecha.

Aprovecho para reiterar a Vuestra Señoría, las seguridades de mi consideración más alta y distinguida.

A HERRARTE

[SEAL]

Honorable Señor ROBERT F. CORRIGAN,

*Encargado de Negocios a.i. de los Estados Unidos de América,
Ciudad.-*

Translation

MINISTRY OF FOREIGN RELATIONS
REPUBLIC OF GUATEMALA, C.A.

22971

GUATEMALA, October 3, 1963

MR. CHARGÉ D'AFFAIRES:

I have the honor to acknowledge receipt of your note No. 64 dated September 25 last, whereby you were good enough to propose an agreement between the Government of Guatemala and the Government of the United States of America in the following terms:

[For the English language text of the terms, see ante, p. 1591.]

You also propose that if these terms are acceptable to the Government of Guatemala, your note and this reply shall constitute an agreement between our two Governments, which shall enter into force on the date of this note.

In reply to your communication, I am happy to inform you that the Government of Guatemala accepts the terms contained in your note, and consequently it agrees that the aforesaid note and this reply shall constitute an agreement between our two Governments for cooperation in the construction of the Inter-American Highway in Guatemala, which shall enter into force on this date.

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

A HERRARTE

[SEAL]

The Honorable

ROBERT F. CORRIGAN,

*Charge d'Affaires ad interim of the
United States of America,
City.*

CANADA

Defense: Civil Emergency Planning

*Agreement effected by exchange of notes
Signed at Ottawa November 15, 1963;
Entered into force November 15, 1963.*

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

EMBASSY OF THE
UNITED STATES OF AMERICA

EXCELLENCY:

I have the honor to refer to recent discussions between authorities of our two countries concerned with civil emergency planning and civil defense matters. These authorities have concluded that planning in our respective countries in these fields has reached a stage at which it would be mutually advantageous to revise the liaison arrangements between the two countries and to establish direct channels for detailed and technical consultation on civil defense, the use of resources in emergencies, and other aspects of civil emergency planning.

I am instructed by my Government, therefore, to propose a new agreement on Joint Civil Emergency Planning in our two countries, which would replace the United States-Canada Agreement on Civil Defense Cooperation of March 27, 1951.^[1]

As far as possible, civil emergency planning activities in the United States and Canada should be coordinated for the protection of persons and property from the results of enemy attack as if there were no border. It is, therefore, proposed that there be a Joint United States-Canada Civil Emergency Planning Committee with responsibility for making recommendations to the two Governments, their departments and agencies, concerning plans and arrangements for cooperation and mutual assistance between the civil authorities of the two countries in the event of an attack on either country. This Committee will include the Secretary to the Cabinet of Canada, the Director of the Emergency Measures Organization of Canada, the Director of the Office of Emergency Planning of the United States, the Assistant Secretary of Defense (Civil Defense) of the United States and such

¹ TIAS 2227; 2 UST 717.

other representatives as may be designated from time to time. Joint Secretaries for the Committee will be provided by the Department of External Affairs of Canada and the Department of State of the United States. The Committee will meet at least once in each calendar year at such times and places as may be agreed upon.

It is further proposed that the Committee may arrange for direct communication between such national authorities of Canada and of the United States as the Committee considers to be concerned with aspects of civil emergency planning in either country likely to be directly affected by comparable planning in the other. The Committee may also facilitate the exchange of information on aspects of civil emergency planning of a purely national character. However, subjects relating to the determination of intergovernment policy with regard to civil emergency planning will be discussed by the two Governments through normal diplomatic channels.

It is proposed also that the Committee, within its general field of competence, may establish such subcommittees and working groups as it considers necessary to advance joint planning and that the Committee may make arrangements to facilitate joint United States-Canadian civil emergency planning by the appropriate public authorities, within their respective jurisdictions, of those states, provinces, and municipalities which are adjacent to one another along the international boundary.

If the Government of Canada concurs in these proposals, I have the honor to propose that this Note and your reply to that effect shall constitute an agreement between our two Governments on Joint Civil Emergency Planning. This agreement shall supersede the agreement of March 27, 1951 and may be terminated by either Government upon thirty days' written notice.

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

W. W. BUTTERWORTH

EMBASSY OF THE UNITED STATES OF AMERICA,
Ottawa, November 15, 1963.

His Excellency
PAUL MARTIN
Secretary of State for External Affairs
Ottawa.

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

DEPARTMENT OF EXTERNAL AFFAIRS
CANADA

No. 192

OTTAWA, November 15, 1963

EXCELLENCY:

I have the honour to refer to your Note of November 15, 1963, concerning proposals which would govern joint civil emergency planning between our two countries.

The proposals contained in your Note are acceptable to the Government of Canada and it is agreed that your Note and this reply thereto shall constitute an agreement between our two Governments which shall enter into force on the date of this Note.

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

PAUL MARTIN
*Secretary of State
for External Affairs*

His Excellency

W. WALTON BUTTERWORTH,
*Ambassador of the United States
of America,
Ottawa.*

TANGANYIKA

Investment Guaranties

*Agreement effected by exchange of notes
Signed at Dar es Salaam November 14, 1963;
Entered into force November 14, 1963.*

The American Ambassador to the Tanganyikan Minister for Finance

EMBASSY OF THE
UNITED STATES OF AMERICA
Dar es Salaam, November 14 1963.

EXCELLENCY:

I have the honor to refer to conversations which have recently taken place between representatives of our two governments relating to investments in Tanganyika which further the development of the economic resources and productive capacities of Tanganyika 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. The Government of the United States of America and the Government of Tanganyika shall, upon the request of either Government, consult concerning investments in Tanganyika which the Government of the United States of America may guaranty.
2. The Government of the United States of America shall not guaranty an investment in Tanganyika unless the Government of Tanganyika approves the activity to which the investment relates and recognizes that the Government of the United States of America may guaranty such investment.
3. If an investor transfers to the Government of the United States of America pursuant to an investment guaranty, (a) lawful currency, including credits thereof, of Tanganyika, (b) any claims or rights which the investor has or may have arising from the business activities of the investor in Tanganyika, or from the events entitling the investor to payment under the investment guaranty, or (c) all or part of the interest of the investor in any property (real or personal, tangible or intangible) within Tanganyika, the Government of Tanganyika shall recognize such transfer as valid and effective.
4. Lawful currency of Tanganyika, including credits thereof, which is acquired by the Government of the United States of America pur-

suant to a transfer of currency or from the sale of property transferred under an investment guaranty shall be accorded treatment by the Government of Tanganyika with respect to exchange, repatriation or use thereof, not less favourable than that accorded to funds of nationals of the United States of America derived from activities similar to those in which the investor had been engaged, and such currency may in any event be used by the Government of the United States of America for any of its expenditures in Tanganyika.

5. Any dispute regarding the interpretation or application of the provisions of this Agreement or any claim against the Government of Tanganyika to which the Government of the United States of America may succeed as transferee or which may arise from the events causing payment under an investment guaranty shall, upon the request of either Government, be the subject of negotiations between the two Governments and shall be settled, insofar as possible, in such negotiations. If, within a period of three months after a request for negotiation, the two Governments are unable to settle any such dispute or claim by agreement, the dispute or claim shall be referred upon the initiative of either Government, to a sole arbitrator, selected by mutual agreement, for final and binding determination in light of the applicable principles of international law. If the two Governments are unable to select an arbitrator within a period of three months after indication by either Government of its desire to arbitrate, the President of the International Court of Justice shall, at the request of either Government, designate the arbitrator.

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

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

WILLIAM LEONHART

His Excellency

PAUL BOMANI,

Minister for Finance,

Dar es Salaam.

The Tanganyikan Minister for Finance to the American Ambassador

THE TREASURY,
P.O. Box 9111,
DAR ES SALAAM,
TANGANYIKA.

No. TYC.171/15.

14th November, 1963.

YOUR EXCELLENCY,

I have the honour to refer to your note of the 14th November, 1963, relating to investments in Tanganyika which further the development of the economic resources and productive capacities of Tanganyika and to guarantees of such investments by the Government of the United States of America. I also have the honour to confirm the following understandings set out in your note referred to above:—

1. The Government of the United States of America and the Government of Tanganyika shall, upon the request of either Government, consult concerning investments in Tanganyika which the Government of the United States of America may guarantee.

2. The Government of the United States of America shall not guarantee an investment in Tanganyika unless the Government of Tanganyika approves the activity to which the investment relates and recognizes that the Government of the United States of America may guarantee such investment.

3. If an investor transfers to the Government of the United States of America pursuant to an investment guarantee, (a) lawful currency, including credits thereof, of Tanganyika, (b) any claims or rights which the investor has or may have arising from the business activities of the investor in Tanganyika or from the events entitling the investor to payment under the investment guarantee, or (c) all or part of the interest of the investor in any property (real or personal, tangible or intangible) within Tanganyika, the Government of Tanganyika shall recognise such transfer as valid and effective.

4. Lawful currency of Tanganyika, including credits thereof, which is acquired by the Government of the United States of America pursuant to a transfer of currency or from the sale of property transferred under an investment guarantee shall be accorded treatment by the Government of Tanganyika with respect to exchange, repatriation or use thereof, not less favourable than that accorded to funds of nationals of the United States of America derived from activities similar to those in which the investor had been engaged, and such currency may in any event be used by the Government of the United States of America for any of its expenditures in Tanganyika.

5. Any dispute regarding the interpretation or application of the provisions of this Agreement or any claim against the Government of Tanganyika to which the Government of the United States of America may succeed as transferee or which may arise from the events causing

payment under an investment guarantee shall, upon the request of either Government, be the subject of negotiations between the two Governments and shall be settled, insofar as possible, in such negotiations. If, within a period of three months after a request for negotiation, the two Governments are unable to settle any such dispute or claim by agreement, the dispute or claim shall be referred upon the initiative of either Government, to a sole arbitrator, selected by mutual agreement, for final and binding determination in the light of the applicable principles of international law. If the two Governments are unable to select an arbitrator within a period of three months after indication by either Government of its desire to arbitrate, the President of the International Court of Justice shall, at the request of either Government, designate the arbitrator.

The Government of Tanganyika considers that your note of the 14th November, 1963, and this reply thereto constitute an Agreement between our two Governments on this subject, the Agreement to enter into force on this day.

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

I have the honour to be,

Your Excellency's obedient servant,

P. BOMANI
Minister for Finance

His Excellency THE AMBASSADOR FOR THE
UNITED STATES OF AMERICA,
Standard Bank Building,
P.O. Box 9123,
Dar es Salaam.

BELGIUM

Maritime Matters: Use of Belgian Ports and Waters by the N. S. Savannah

*Agreement signed at Brussels April 19, 1963;
Entered into force November 27, 1963.*

AGREEMENT

**between the Government of the United States of America
and the Government of the Kingdom of Belgium
on the visit of the N/S SAVANNAH to Belgian ports**

ACCORD

**entre le Gouvernement des Etats-Unis d'Amérique
et le Gouvernement du Royaume de Belgique concernant
la visite du N/S SAVANNAH à des ports belges**

AGREEMENT

between the Government
of the United States of America
and the Government
of the Kingdom of Belgium
on the visit of the N/S « Savannah »
to Belgian ports

*The Government of the United States
of America and the Government of the
Kingdom of Belgium,*

*Having mutual interest in the peaceful
uses of atomic energy and its
application to the merchant marine,*

Have agreed as follows:

GENERAL DISPOSITIONS**Article 1**

The entry of the *N/S Savannah* (hereafter referred to as the « Ship ») into the Belgian waters or into one or more Belgian ports and the use thereof shall be subject to the prior approval of the Government of the Kingdom of Belgium.

Article 2

A visit of the Ship to the Belgian territory shall be governed by the principles and procedures set forth in Chapter VIII of the Safety of Life at Sea Convention as adopted by the 1960 London Conference [¹] and the adopted Annex C to the Convention, [²] being the Recommendations applicable to nuclear ships.

ACCORD

entre le Gouvernement
des Etats-Unis d'Amérique
et le Gouvernement
du Royaume de Belgique
concernant la visite du N/S « Savannah »
à des ports belges

*Le Gouvernement des Etats-Unis
d'Amérique et le Gouvernement du
Royaume de Belgique,*

*Ayant un intérêt réciproque dans
l'usage pacifique de l'énergie nucléaire
et dans l'application de celle-ci à la
marine marchande,*

Ont convenu ce qui suit:

DISPOSITIONS GENERALES**Article 1**

L'entrée du *N/S Savannah* (dénommé ci-après « le Navire ») dans les eaux belges ou dans un ou plusieurs ports belges et l'utilisation de ceux-ci sont soumis à l'autorisation préalable du Gouvernement du Royaume de Belgique.

Article 2

La visite du Navire en territoire belge est régie par les principes et les procédures prévus par le chapitre VIII de la Convention sur la sauvegarde de la vie humaine en mer, adoptée par la conférence de Londres en 1960, et par l'Annexe C, également adoptée par elle, de la dite Convention constituant les Recommandations applicables aux navires nucléaires.

¹ Done at London June 17, 1960. Will enter into force May 26, 1965. For text see S. Ex. Doc. K, 87th Cong., 1st sess., pp. 370, 444.

² Should read "Annex C to the Final Act of the International Conference on Safety of Life at Sea, 1960."

Article 3

The Operator and the Master of the Ship shall comply with the national police regulations for the shipping in the waters of the Belgian coast and in the lower Sea Scheldt unless the Operator or the Master provides evidence to the satisfaction of the designated authorities that such regulations would adversely affect the operating safety of the nuclear plant.

Article 4

The Government of the Kingdom of Belgium shall determine the port or ports to be visited by the Ship and will designate the authorities (hereafter referred to in this Agreement as « designated authorities ») in charge of the acceptance arrangements and special control under Regulation 11 of Chapter VIII of the foresaid Solas Convention.

Article 5

The Government of the Kingdom of Belgium shall be informed in due time of the name and the location of the United States representative in Belgium for the purpose of the visit of the Ship.

PARTICULAR DISPOSITIONS**Article 6***Safety assessment*

- a) To enable the Government of the Kingdom of Belgium to consider the grant for approval for entry into the Belgian waters and ports and the use thereof by the Ship, the Government of the United States shall provide a Safety As-

Article 3

L'Exploitant et le Capitaine du Navire doivent se conformer aux règlements nationaux de la police sur la navigation dans les eaux du littoral belge et de l'Escaut maritime inférieur sauf et dans la mesure où l'Exploitant ou le Capitaine établit, à la satisfaction des autorités désignées, que ces règlements affectent défavorablement la sécurité opérationnelle de l'installation nucléaire.

Article 4

Le Gouvernement du Royaume de Belgique déterminera le port ou les ports à visiter par le Navire et désignera les autorités (dénommées dans le présent Accord: « autorités désignées ») chargées de prendre les dispositions nécessaires à la réception du Navire et d'effectuer le contrôle spécial prévu par la Règle 11 du chapitre VIII de la dite Convention sur la sauvegarde de la vie humaine en mer.

Article 5

Le Gouvernement du Royaume de Belgique doit être informé en temps utile du nom et de la résidence du Représentant des Etats-Unis en Belgique chargé de l'organisation de la visite du Navire.

DISPOSITIONS PARTICULIERES**Article 6***Dossier de sécurité*

- a) Afin de mettre le Gouvernement du Royaume de Belgique à même d'autoriser l'entrée du Navire dans les eaux et les ports belges ainsi que l'utilisation de ceux-ci, le Gouvernement des Etats-Unis produira un Dossier de Sécurité

essment prepared in accordance with Regulation 7 of Chapter VIII of the Solas Convention 1960 and in accordance with Recommendation 9 of Annex C of that Convention.

- b) As soon as practicable after receipt of the Safety Assessment, the Government of the Kingdom of Belgium shall notify the Government of the United States that the Ship can be operated in the Belgian waters and ports in accordance with this agreement, the Safety Assessment and the Operating Manual.

Article 7

Port arrangements

- a) The designated authorities shall make arrangements with appropriate governmental and municipal authorities for entrance of the Ship into Belgian ports and the use thereof.
- b) Local authorities shall provide for normal fire and police protection, crowd control and general preparation of the harbor with respect to the acceptance of the Ship.
- c) Control of public access to the Ship shall be the responsibility of the Master of the Ship. Special arrangement relating to such control shall be developed by the Master with the concurrence of designated authorities.
- d) The Master of the Ship shall comply with local regulations and instructions so long as in his opinion these regulations and instructions

élaboré conformément à la Règle 7 du Chapitre VIII de la Convention 1960 sur la sauvegarde de la vie humaine en mer et à la Recommandation 9 de l'Annexe C de cette Convention.

- b) Aussitôt que possible après la réception du Dossier de Sécurité, le Gouvernement du Royaume de Belgique fera savoir au Gouvernement des Etats-Unis si le Navire peut se présenter dans les eaux et ports belges en se conformant aux dispositions du présent Accord et du Dossier de Sécurité ainsi que du Guide de Conduite.

Article 7

Dispositions à prendre dans le port

- a) Les autorités désignées prendront les dispositions voulues avec les autorités gouvernementales et communales compétentes en vue de l'entrée du Navire dans les ports belges et de l'utilisation de ceux-ci.
- b) Les autorités locales prendront les mesures requises pour que les services d'incendie et de police assurent une protection normale. Elles assureront la surveillance du public et prendront les mesures générales en vue de la réception du Navire dans le port.
- c) Le Capitaine du Navire est responsable de l'organisation de la visite du Navire par le public. Il prendra à cet effet les dispositions particulières voulues en collaboration avec les autorités désignées.
- d) Le Capitaine du Navire doit se conformer aux règlements locaux et aux instructions qui lui sont données dans la mesure où il estime

do not adversely affect the operating safety of the nuclear plant.

que ces règlements et instructions n'affectent pas défavorablement la sécurité opérationnelle de l'installation nucléaire.

Article 8

Inspection

While the Ship is within Belgian waters and ports, the designated authorities shall have reasonable inspection access to the Ship and its operating records and program data for purposes of determining whether the Ship is or has been operated in accordance with the Safety Assessment and the Operating Manual of the Ship. Records of radiation levels and waste disposal on board may also be inspected by them. Should the inspection by the designated authorities give evidence that the Ship is not operated according to the Safety Assessment and the operating manual, or should, in the opinion of these authorities, any imminent danger to the public, the environment of the Ship or the waterways arise, the Master may be directed by the designated authorities to remove the Ship from the Belgian waters and eventually from the lower Scheldt River and shall cooperate fully in taking whatever action is appropriate under the circumstances.

Article 8

Inspection

Aussi longtemps que le Navire se trouvera dans les eaux et ports belges, les autorités désignées pourront inspecter d'une manière raisonnable le Navire, les journaux de bord et les programmes d'opération afin de se rendre compte si le Navire est ou a été exploité en conformité avec le Dossier de Sécurité et le Guide de Conduite du Navire. Les documents relatifs aux niveaux de radiation et à l'évacuation des déchets à bord du navire peuvent également être inspectés par eux. S'il résulte de l'inspection effectuée par les autorités désignées que le Navire n'est pas exploité conformément au Dossier de Sécurité et du Guide de Conduite, ou si ces autorités estiment que le public, les environs du Navire ou les voies navigables sont menacés par un danger imminent, celles-ci peuvent donner ordre au Capitaine d'évacuer le Navire des eaux belges et éventuellement de l'Escaut maritime inférieur. Le Capitaine collaborera pleinement à cette action en prenant toutes les mesures adéquates imposées par les circonstances.

Article 9

Radioactive waste

The Government of the United States shall ensure that no disposal of radioactive gaseous, liquid or solid wastes shall take place from the Ship while she is within the Belgian waters and ports without the specific prior approval of the designated authorities.

Article 9

Déchets radioactifs

Le Gouvernement des Etats-Unis garantit qu'aucun déchet radioactif sous forme gazeuse, liquide ou solide, ne sera rejeté du Navire pendant la présence de celui-ci dans les eaux et ports belges sans l'autorisation spécifique préalable des autorités désignées.

Article 10*Maintenance, repair and servicing*

- a) The use of contractors for maintenance, repair and servicing of the nuclear equipment on the Ship in Belgian waters and ports shall be restricted to those contractors having the approval of the designated authorities for the rendering of such services.
- b) Maintenance and repair other than mentioned in paragraph a) will be permitted if no shifting of the Ship nor its ability to sail is involved. If otherwise, the Ship shall conform with the appropriate instructions given by the designated authorities.

Article 11*Casualties*

A report, such as is required by Regulation 12 of Chapter VIII of the Solas Convention 1960, shall be immediately made to the designated authorities by the Master of the Ship in the event of any accident, likely to lead to an environmental hazard, while the Ship is in or is approaching or leaving the Belgian waters.

PUBLIC LIABILITY**Article 12**

- a) The United States of America shall provide compensation for all damages arising out of or resulting from a nuclear incident in connection with the design, development, construction, operation, repair, maintenance or use of the

Article 10*Entretien, réparation et service*

- a) Les travaux d'entretien et de réparation et les travaux de routine à l'équipement nucléaire du Navire dans les eaux et les ports belges ne peuvent être assurés que par les entreprises dûment autorisées à cet effet par les autorités désignées.
- b) Les travaux d'entretien et de réparation autres que ceux mentionnés au paragraphe a) ne sont autorisés que s'ils n'entravent pas les possibilités de déhalage et de navigation du Navire. Dans le cas contraire, le Navire devra se conformer aux instructions appropriées données par les autorités désignées.

Article 11*Accidents*

Si le Navire se trouve dans les eaux belges, en approche ou les quitte, un rapport, tel qu'il est requis par la Règle 12 du chapitre VIII de la Convention 1960 sur la sauvegarde de la vie humaine en mer, est immédiatement remis par le Capitaine du Navire aux autorités désignées en cas d'accident quelconque susceptible de provoquer un danger pour le milieu environnant.

RESPONSABILITE LEGALE**Article 12**

- a) Les Etats-Unis d'Amérique doivent réparation pour tout dommage provenant ou résultant d'un accident nucléaire en rapport avec la conception, le développement, la construction, la gestion et le fonctionnement, la réparation, l'entre-

Ship, provided and to the extent that any competent court determines the United States or any person indemnified to be liable for public liability. The legal dispositions which shall govern this liability shall be those in existence at the time of the occurrence of the said nuclear incident.

- b) As used in this Agreement and its Annex the terms «person indemnified», «public liability» and «nuclear incident» have the same meaning as in the definitions of those terms found in Section 11 of the United States Atomic Energy Act of 1954, as amended (United States Code Title 42, Section 2014).^[1]
 - c) It is agreed that the aggregate liability of the United States arising out of a single nuclear incident involving the Ship, regardless of where damage may be suffered, shall not exceed 500 million United States dollars.
 - d) The United States agrees to submit to proceedings before the Belgian court of competent jurisdiction for the purpose of considering and determining liability for damage arising out of or resulting from a nuclear incident in connection with the design, development, construction, operation, repair, maintenance or use of the Ship and, in accordance with the terms of paragraphs a) and c) of this Article, to comply with the judgments of such court and not to
- tien ou l'usage du Navire, pour autant que et dans la mesure où tout tribunal compétent déclare les Etats-Unis ou toute autre personne bénéficiaire de la protection financière légalement responsable. Les dispositions légales régissant cette responsabilité sont celles existant au moment où le dit accident nucléaire se produit.
- b) Les termes «person indemnified» (personne bénéficiaire de la protection financière), «public liability» (responsabilité légale) et «nuclear incident» (accident nucléaire) employés dans le présent Accord et son Annexe, ont la même signification que celle définie dans la Section 11 du «United States Atomic Energy Act» de 1954 tel qu'il a été modifié ultérieurement (Code Etats-Unis, Titre 42, Section 2014).
 - c) Il est convenu que le montant global de la responsabilité des Etats-Unis résultant d'un seul accident nucléaire, dans lequel le Navire est impliqué, quel que soit le lieu où le dommage a été subi, n'excèdera pas 500 millions de dollars Etats-Unis.
 - d) Les Etats-Unis acceptent de se soumettre à une action devant le tribunal belge compétent en vue de la recherche et de l'établissement de la responsabilité relative au dommage provenant ou résultant d'un accident nucléaire en rapport avec la conception, le développement, la construction, la gestion et le fonctionnement, la réparation, l'entretien et l'usage du Navire, de se conformer, selon les termes des paragraphes a) et c) du présent article, aux juge-

^[1] 71 Stat. 576.

resort to the provisions of any law relating to the limitation of ship owner's liability.

- e) The United States shall pursue no rights of recourse against any person who on account of any act or omission committed on Belgian territory including the Belgian waters or on Belgian ships would be liable for damage arising out of or resulting from a nuclear incident as described in paragraph a) of this Article.
- f) The Government of the United States shall adopt such measures as are necessary to insure prompt payment of the judgment of any competent court, within the limitations of this Article, whether such judgment is against the United States or against any other person who is indemnified under this Agreement.

FINAL DISPOSITIONS

Article 13

In all cases not provided for in this Agreement the Government of the Kingdom of Belgium reserves the right, after consultation with the Master or eventually with the Operator, to take measures with respect to the Ship in order to warrant the safety and security.

Article 14

In the event of the entry into force of multilateral conventions relating to safety and operating procedures or third party liability of nuclear ships by which both Belgium and the United States of America become bound, the principles adopted herein shall be

ments de ce tribunal et de n'invoquer les dispositions d'aucune loi relative à la limitation de la responsabilité du propriétaire d'un navire.

- e) Les Etats-Unis n'exerceront aucun droit de recours contre toute personne qui à la suite d'un acte ou d'une omission commis sur territoire belge, y compris les eaux belges ou sur un navire belge, serait rendue responsable d'un dommage provenant ou résultant d'un accident nucléaire tel que décrit au paragraphe a) du présent article.
- f) Le Gouvernement des Etats-Unis s'engage à prendre toutes les mesures nécessaires à assurer le prompt paiement des sommes allouées, dans les limites du présent article, par tout tribunal compétent, ayant condamné soit les Etats-Unis soit toute autre personne bénéficiant de la protection financière selon les termes du présent Accord.

DISPOSITIONS FINALES

Article 13

Dans tous les cas non prévus dans le présent Accord le Gouvernement du Royaume de Belgique se réserve le droit de prendre à l'égard du Navire, après avoir consulté le Capitaine ou le cas échéant l'Exploitant, toutes les mesures nécessaires pour assurer la sécurité.

Article 14

Au cas où des Conventions multilatérales relatives à la sécurité et à la gestion ou à la responsabilité civile des navires nucléaires, liant la Belgique et les Etats-Unis, entreraient en vigueur, les principes actés dans le présent Accord seront amendés par

amended by agreement so as to conform to the provisions of such conventions.

Article 15

Either Government may terminate the Agreement by giving no less than 180 days notice to the other.

Article 16

The Agreement shall enter into force on the day on which each Government shall have received from the other Government written notification that it has complied with all the statutory and constitutional requirements for the entry into force of such Agreement.^[1]

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective governments, have signed the present Agreement.

DONE in duplicate at Brussels this 19th day of April 1963, in the English and French languages, but in any case in which divergence between the two versions results in different interpretations the English version shall be given preference.

FOR THE GOVERNMENT OF
THE UNITED STATES OF AMERICA:

POUR LE GOUVERNEMENT
DES ETATS-UNIS D'AMERIQUE:

DOUGLAS MACARTHUR 2^d

[SEAL]

un nouvel arrangement de façon à les mettre en conformité avec les dispositions des dites conventions.

Article 15

Chaque Gouvernement peut mettre fin au présent Accord moyennant un préavis de 180 jours au moins.

Article 16

Le présent Accord entrera en vigueur à la date à laquelle chaque Gouvernement aura reçu de l'autre Gouvernement la notification écrite que l'Accord répond à toutes les conditions légales et constitutionnelles requises pour l'entrée en vigueur de celui-ci.

EN FOI DE QUOI, les soussignés dûment autorisés par leurs Gouvernements respectifs, ont signé le présent Accord.

FAIT à Bruxelles, le 19 avril 1963, en double exemplaire, en langues française et anglaise, étant entendu que, si des divergences apparaissaient entre les deux versions, la version en langue anglaise l'emporterait.

FOR THE GOVERNMENT
OF THE KINGDOM OF BELGIUM:

POUR LE GOUVERNEMENT
DU ROYAUME DE BELGIQUE:

P. H. SPAAK

[SEAL]

¹ Nov. 27, 1963.

ANNEX

The Government of the United States represents that there is an agreement in effect between the United States Atomic Energy Commission and the United States Maritime Administration whereunder the Atomic Energy Commission, acting upon the authority of Section 170 of the Atomic Energy Act of 1954 as amended (United States Code, Title 42, Section 2210), [¹] has agreed to indemnify the United States Maritime Administration and other persons indemnified against claims for public liability arising from a nuclear incident in connection with the design, development, construction, operation, repair, maintenance or use of the Ship in the amount mentioned under paragraph c) of Article 12 of this Agreement.

This sum includes reasonable costs of investigating and settling claims and defending suits for damage.

ANNEXE

Le Gouvernement des Etats-Unis déclare qu'il existe une Convention entre la Commission de l'Energie Atomique des Etats-Unis et l'Administration de la Marine des Etats-Unis par laquelle la Commission de l'Energie Atomique, agissant en vertu de la Section 170 de l'Atomic Energy Act de 1954 tel que modifié (Code Etats-Unis, Titre 42, Section 2210), a accepté de garantir l'Administration de la Marine des Etats-Unis et toute autre personne bénéficiaire de la protection financière contre toute action en réparation découlant d'un accident nucléaire en rapport avec la conception, le développement, la construction, la gestion et le fonctionnement, la réparation, l'entretien ou l'usage du Navire à concurrence du montant fixé par le paragraphe c) de l'article 12 du présent Accord.

Cette somme comprend les frais judiciaires.

¹ 71 Stat. 576; 72 Stat. 525, 837.

SENEGAL

Peace Corps Program

*Agreement effected by exchange of notes
Signed at Dakar January 10 and 17, 1963;
Entered into force January 17, 1963.*

The American Ambassador to the Senegalese Minister for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Dakar, January 10, 1963

EXCELLENCY:

I have the honor to refer to conversations between representatives of our two Governments concerning the volunteers of the American Peace Corps.

Desirous of consolidating the friendly relations already existing between our two States and their peoples, and recognizing that economic and social progress constitutes the foremost guarantee of peace, I have the honor to propose the conclusion of the following Agreement between the Government of the United States of America and the Government of the Republic of Senegal concerning the presence of volunteers of the Peace Corps in Senegal:

Article 1. Volunteers of the Peace Corps can be made available by the Government of the United States of America to the Government of the Republic of Senegal on the latter's request to perform tasks which shall have been agreed to by our two Governments.

Article 2. The volunteers will work exclusively under the supervision of official agencies of the Government of the Republic of Senegal, after agreement of the Government of the United States of America. Prior to their arrival in Senegal the volunteers will have received appropriate training provided by the Government of the United States of America.

Article 3. a) The Government of the Republic of Senegal will accord to the volunteers and their property its aid and protection, including treatment no less favorable than that generally accorded to American citizens resident in Senegal.

b) The Government of the Republic of Senegal will keep the representatives of the Government of the United States of America fully informed regarding all questions which may arise out of the presence and work of the volunteers in Senegal. The Government

of the Republic of Senegal will make every effort to resolve these questions with such representatives in a spirit of friendly cooperation.

Article 4. a) The Government of the Republic of Senegal will exempt the volunteers from all taxes and fees on the payments which they receive from the Government of the United States of America or from any other source outside of Senegalese territory to cover their personal needs.

b) The personal effects and furnishings of the volunteers for their own use will be granted, upon their entry into Senegal, temporary admission, and specifically the suspension of all customs duties and charges, in accordance with regulations in force in Senegal.

Article 5. The Government of the United States of America, in agreement with the Government of the Republic of Senegal, will provide the volunteers with the supplies and equipment which they professionally require in order to perform their tasks. These supplies and this equipment will be granted the temporary admission provided for in Article 4, paragraph b, of the present Agreement.

Article 6. The Government of the Republic of Senegal will receive a representative of the Peace Corps and his staff designated by the Government of the United States of America. This representative and his staff will be granted, to the exclusion of all other privileges and immunities, the fiscal and customs immunities provided for administrative and technical personnel of diplomatic missions in the Convention on Diplomatic Relations signed at Vienna on April 18, 1961.^[1]

Article 7. Particular arrangements may be concluded between the two Governments in further implementation of the present agreement.

Article 8. The undertakings of the two Governments by virtue of the present Agreement will be subject to the laws and financial regulations, and to such other legal and mandatory requirements as may apply thereto, in each one of the two States.

Article 9. The present Agreement shall enter into force on the date of its signature. It shall remain in force until ninety days after the date of the written notification from either Government to the other of the intention to terminate it.

If the foregoing articles are acceptable to your Government, I have the honor to propose that the present note and Your Excellency's reply concurring therein on behalf of the Government of the Republic of Senegal, shall constitute an agreement between our two Governments which shall enter into force on the date of your reply.

¹Entered into force Apr. 24, 1964, but not for the United States. For text see S. Ex. H, 88th Cong., 1st sess.

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

PHILIP M. KAISER

His Excellency

DOUDOU THIAM

*Minister for Foreign Affairs
of the Republic of Senegal*

The Senegalese Minister for Foreign Affairs to the American Ambassador

MINISTÈRE
DES
AFFAIRES ETRANGÈRES

—
N° 0027/DIR/CAB

DAKAR, le 17 Jan. 1963

Le Ministre des Affaires Etrangères
à Monsieur l'AMBASSADEUR DES ETATS UNIS
d'AMÉRIQUE
à Dakar

EXCELLENCE,

J'ai l'honneur de vous accuser réception de la note que vous avez bien voulu m'adresser le 10 Janvier 1963.

Le Gouvernement de la République du Sénégal désireux de consolider les relations amicales qui existent déjà entre nos deux Etats et nos deux Peuples, considérant d'autre part que le progrès économique et social constitue la garantie primordiale de la Paix, accepte de conclure avec le Gouvernement des Etats Unis d'Amérique l'accord relatif à la présence des Volontaires du Corps de la Paix au Sénégal:

ARTICLE 1er.— Les Volontaires du Corps de la Paix pourront être mis par le Gouvernement des Etats Unis d'Amérique, à la disposition du Gouvernement de la République du Sénégal et sur sa demande, pour l'accomplissement de tâches qui auront été définies par entente entre les deux Gouvernements.

ARTICLE 2.— Les Volontaires seront exclusivement employés par les services officiels de la République du Sénégal, après agrément du Gouvernement des Etats Unis d'Amérique. Les Volontaires recevront préalablement à leur arrivée au Sénégal une formation efficace qui leur sera fournie par le Gouvernement des Etats Unis d'Amérique.

ARTICLE 3.— a) Le Gouvernement de la République du Sénégal assurera aux Volontaires et leurs biens, son aide et sa protection ainsi qu'un accueil non moins favorable que celui qu'il accorde généralement aux citoyens américains résidant au Sénégal.

b) Le Gouvernement de la République du Sénégal tiendra pleinement informés les représentants du Gouvernement des Etats Unis d'Amérique, de toutes les questions que pourront soulever

la présence et l'emploi au Sénégal des Volontaires. Le Gouvernement de la République du Sénégal s'efforcera de résoudre ces questions avec lesdits Représentants, dans un esprit de coopération amicale.

ARTICLE 4.— a) Le Gouvernement de la République du Sénégal exonérera les Volontaires de tous les impôts et taxes assimilés sur les sommes qu'ils recevront du Gouvernement des Etats Unis d'Amérique ou de toute autre source sise en dehors du territoire sénégalais, pour la satisfaction de leurs besoins personnels.

b) Les effets personnels et fournitures destinés à la première installation des Volontaires bénéficieront à leur entrée au Sénégal du régime de l'admission temporaire et notamment de la suspension de tous droits de douane et taxes assimilées, conformément à la réglementation en vigueur au Sénégal.

ARTICLE 5.— Le Gouvernement des Etats Unis d'Amérique après agrément du Gouvernement de la République du Sénégal, fournira aux Volontaires le matériel et l'équipement qui leur seront professionnellement nécessaires pour l'accomplissement de leurs tâches. Ces matériel et équipement seront soumis au régime de l'admission temporaire tel qu'il est évoqué à l'article 4, paragraphe B du présent accord.

ARTICLE 6.— Le Gouvernement de la République du Sénégal accueillera un Représentant du Corps de la Paix et ses collaborateurs, désignés par le Gouvernement des Etats Unis d'Amérique. Ce Représentant et ses collaborateurs jouiront, à l'exclusion de tout autre privilège et immunité, des immunités fiscales et douanières prévues en faveur du personnel administratif et technique des missions diplomatiques par la Convention Internationale sur les Relations Diplomatiques signée à VIENNE le 18 avril 1961.

ARTICLE 7.— Des Conventions particulières pourront être conclues entre les deux Gouvernements en vue de la mise en oeuvre du présent accord.

ARTICLE 8.— Les engagements pris par les deux Gouvernements en vertu du présent accord, seront subordonnés aux lois et règles financières et aux autres dispositions légales et réglementaires applicables en la matière, dans chacun des deux Etats.

ARTICLE 9.— Le présent accord prendra effet le jour de sa signature. Il demeurera en vigueur jusqu'au quatre vingt dixième jour qui suivra la date à laquelle l'un des deux Gouvernements aura notifié par écrit à l'autre Gouvernement son intention d'y mettre fin.

Je vous confirme que la présente lettre qui répond à votre note du 10 Janvier 1963, détermine un accord entre nos deux Gouvernements.

Je vous prie d'agréer, Excellence, les assurances de ma haute considération./.

D THIAM

Doudou Thiam

Translation

MINISTRY
OF
FOREIGN AFFAIRS

No. 0027/DIR/CAB

DAKAR, January 17, 1963

The Minister of Foreign Affairs
to the AMBASSADOR OF THE
UNITED STATES OF AMERICA
at Dakar.

EXCELLENCY:

I have the honor to acknowledge receipt of the note that you were good enough to address to me on January 10, 1963.

The Government of the Republic of Senegal, desiring to consolidate the friendly relations already existing between our two States and peoples, and recognizing that economic and social progress constitutes the foremost guarantee of peace, agrees to conclude with the Government of the United States of America the agreement concerning the presence of volunteers of the Peace Corps in Senegal:

[For the English language text of Articles 1-9, see ante, p. 1622.]

I confirm to you that this note in reply to your note of January 10, 1963 establishes an agreement between our two Governments.

Accept, Excellency, the assurances of my high consideration.

D THIAM

Doudou Thiam

CANADA

Boundary Waters: Pilotage Services on the Great Lakes and the St. Lawrence River

Agreements amending the agreement of May 5, 1961, as amended.

Effectuated by exchange of notes

Signed at Washington August 23 and September 10, 1963;

Entered into force September 10, 1963;

Operative April 29, 1963.

And exchange of notes

Signed at Washington November 19 and December 4, 1963;

Entered into force December 4, 1963;

Operative August 1, 1963.

The Canadian Chargé d'Affaires ad interim to the Secretary of State

CANADIAN EMBASSY

AMBASSADE DU CANADA

WASHINGTON 36, D.C.,

NO. 456

August 23, 1963.

SIR,

I have the honour to refer to the exchange of notes of May 5, 1961^[1] as amended by an exchange of notes of October 23, 1962 and February 21, 1963,^[2] constituting an agreement between the Governments of Canada and the United States concerning arrangements for the co-ordination of pilotage services to be provided in Canadian waters and United States waters of the Great Lakes and the St. Lawrence River as far east as St. Regis. These arrangements were set forth in a memorandum signed by the Secretary of Commerce of the United States and the Minister of Transport of Canada on April 28 and May 1, 1961,^[1] as amended by a Memorandum signed October 4 and 10, 1962^[2] and incorporated in the aforementioned exchanges of notes.

On the instructions of my Government, I have the honour to propose that the existing arrangements as amended by the attached Memorandum signed on April 9, 1963 by the Secretary of Commerce of the United States and on April 29, 1963 by the Minister of Transport of Canada, shall govern the co-ordination of pilotage services with effect as of April 29, 1963.

If this proposal meets with the approval of the Government of the United States, I have the honour to propose that this note and your reply shall constitute an agreement between our two Governments to amend the existing agreement on this subject.

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

H. B. ROBINSON
Chargé d'Affaires a.i.

The Honourable DEAN RUSK,
Secretary of State,
Washington, D.C.

¹ TIAS 4806; 12 UST 1033.

² TIAS 5301; *ante*, pp. 226, 228.

Amendment to**MEMORANDUM OF ARRANGEMENTS****GREAT LAKES PILOTAGE****BETWEEN****THE SECRETARY OF COMMERCE****OF THE UNITED STATES OF AMERICA****AND THE****MINISTER OF TRANSPORT OF CANADA**

In recognition of the need for cooperation with respect to pilotage services on the Great Lakes, the Secretary of Commerce of the United States and the Minister of Transport of Canada agreed to recommend to their respective governments the arrangements set forth in a Memorandum of Arrangements of May 1, 1961. This Memorandum of Arrangements was incorporated in the terms of an agreement between the two governments by an exchange of notes on May 5, 1961.

This Memorandum of Arrangements was subsequently amended on October 15, 1962 and incorporated in terms of an agreement between the two governments by exchange of notes on February 21, 1963.

It has been mutually recognized from experience gained in the 1962 operating season that a certain change in the Memorandum of Arrangements is necessary to provide a more efficient and effective pilotage service. The Secretary of Commerce and the Minister of Transport of Canada have therefore agreed to recommend to their respective governments the following amendment to the Memorandum of Arrangements:

Coordination of Pilotage Pools

3. (h) is amended to read as follows:

3. (h) Accounting services for all pilotage services performed shall be rendered by the pilotage pool operating the dispatching facility. Billing and collection shall be on the basis of the currency of the nationality of the pilot.

Effective date:

(Sgd.) Luther H. Hodges
SECRETARY OF COMMERCE OF THE
UNITED STATES OF AMERICA

Washington, D.C., Date 4-9-63

(Sgd.) George J. McIlraith
MINISTER OF TRANSPORT OF CANADA

Ottawa, Date April 29, 1963.

The Secretary of State to the Canadian Ambassador

DEPARTMENT OF STATE
WASHINGTON
Sep 10 1963

EXCELLENCY:

I have the honor to refer to Note No. 456 of the Charge d'Affaires ad interim of August 23, 1963, concerning a further amendment to a memorandum incorporated in an Exchange of Notes of May 5, 1961, as amended, setting out arrangements for the coordination of pilotage services in the Great Lakes and the St. Lawrence River as far east as St. Regis. I have the honor to inform you that the Government of the United States agrees to the proposal that the existing arrangements as amended by the memorandum attached to the Note shall govern the coordination of pilotage services with effect as of April 29, 1963.

I also have the honor to agree to the further proposal that the Note of the Charge d'Affaires ad interim and this reply shall constitute an agreement between our two Governments to amend the existing agreement on this subject.

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

For the Secretary of State:

WILLIAM R. TYLER

His Excellency

CHARLES S. A. RITCHIE,
Ambassador of Canada.

The Canadian Ambassador to the Secretary of State

CANADIAN EMBASSY
AMBASSADE DU CANADA

NO. 670

WASHINGTON 36, D.C.,
November 19, 1963.

SIR,

I have the honour to refer to the existing arrangements for the co-ordination of pilotage services to be provided in Canadian waters and United States waters of the Great Lakes and the St. Lawrence River

TIAS 5468

as far east as St. Regis. These arrangements were set forth in a memorandum signed by the Secretary of Commerce of the United States and the Minister of Transport of Canada on April 28 and May 1, 1961 as amended by a memorandum signed on October 4 and 10, 1962 and April 9 and 29, 1963. The original memorandum was incorporated in an exchange of notes of May 5, 1961 constituting an agreement between the Governments of Canada and the United States, which was amended by exchanges of notes of October 23, 1962 and February 21, 1963, and August 23 and September 10, 1963.

On the instructions of my Government, I have the honour to propose that the existing agreement be now further amended by the attached memorandum signed on July 26, 1963 by the Acting Secretary of Commerce of the United States and on July 29, 1963 by the Minister of Transport of Canada, and that these amended arrangements should govern the co-ordination of pilotage services with effect as of August 1, 1963.

If this proposal meets with the approval of the Government of the United States, I have the honour to propose that this note and your reply, shall constitute an agreement between our two Governments to amend the existing agreement on this subject.

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

C S A RITCHIE

The Honorable DEAN RUSK,
Secretary of State,
Washington, D.C.

Amendment to**MEMORANDUM OF ARRANGEMENTS****GREAT LAKES PILOTAGE****BETWEEN****THE SECRETARY OF COMMERCE****OF THE UNITED STATES OF AMERICA****AND THE****MINISTER OF TRANSPORT OF CANADA****TIAS 5468**

In recognition of the need for cooperation with respect to pilotage services on the Great Lakes, the Secretary of Commerce of the United States and the Minister of Transport of Canada agreed to recommend to their respective governments the arrangements set forth in a Memorandum of Arrangements of May 1, 1961. This Memorandum of Arrangements was incorporated in the terms of an agreement between the two governments by an exchange of notes on May 5, 1961.

This Memorandum of Arrangements was subsequently amended on two occasions, effective October 15, 1962 and April 29, 1963, the amendments being incorporated in the terms of agreements between the two governments by exchanges of notes amending the original intergovernmental agreement of May 5, 1961.

It has been mutually recognized from experience gained in the 1962 operating season that certain changes in the Memorandum of Arrangements are necessary to provide a more efficient and effective pilotage service. The Secretary of Commerce and the Minister of Transport of Canada have therefore agreed to recommend to their respective governments the following amendment to the Memorandum of Arrangements:

Rates, Charges and Conditions for Pilotage Services

4(a) is amended to read as follows:

4. (a) The following rates and charges shall be payable for all services performed by United States or Canadian registered pilots in the following areas of the United States and Canadian waters of the Great Lakes:

DISTRICT No. 1

(i)	Snell Lock to Cape Vincent	\$200
(ii)	Trips commencing or terminating at any intermediate point within the District, an amount computed on a pro-rata basis set forth in (i) according to the distance piloted shall be charged as pilotage dues with a minimum charge therefor of	50

DISTRICT No. 2

(i)	The Welland Canal	\$200
(ii)	Trips commencing or terminating at any intermediate point within the Welland Canal an amount computed on the basis of \$5 for each mile of distance piloted plus \$15 for each lock transited except that the minimum charge for such part pilotage shall be and the maximum charge for such part pilotage shall not exceed	50 200

(iii)	Southeast Shoal (pilots board at the Welland Canal) to Lake Huron Lightship (includes direct transit of undesignated Lake Erie waters)	\$150
(iv)	Southeast Shoal (pilots board at the Welland Canal) to any point on Lake Erie west of Southeast Shoal (includes direct transit of undesignated Lake Erie waters)	95
(v)	Southeast Shoal (pilots board at the Welland Canal) to any point on the Detroit River (includes direct transit of undesignated Lake Erie waters)	95
(vi)	Any point on Lake Erie west of Southeast Shoal to any point on the St. Clair River or to Lake Huron Lightship	150
(vii)	Any point on Lake Erie west of Southeast Shoal to any point on the Detroit River	95
(viii)	Any point on the Detroit River to any point on the St. Clair River or to Lake Huron Lightship	95
(ix)	Any point on the Detroit River or the St. Clair River to any point on the same river, or from any point on Lake Erie west of Southeast Shoal to any other point on Lake Erie west of Southeast Shoal	50

DISTRICT No. 3

(i)	Detour Reef Light to Gros Cap Reefs Light . . .	\$200
(ii)	Detour Reef Light to Sault Sainte Marie, Michigan or Sault Sainte Marie, Ontario	165
(iii)	Detour Reef Light to the Algoma Steel Corporation Wharf at Sault Sainte Marie, Ontario	200
(iv)	Sault Sainte Marie, Michigan or Sault Sainte Marie, Ontario, including the Algoma Steel Corporation Wharf, to Gros Cap Reefs Light	75
(v)	Harbor movement of vessels within District No. 3, per movement	50

Effective date: August 1, 1963.

Acting */s/ C. D. Martin, Jr.*
**SECRETARY OF COMMERCE OF THE
UNITED STATES OF AMERICA**

Washington, D.C., Date *July 26, 1963*

/s/ George J. McIlraith
MINISTER OF TRANSPORT OF CANADA

Ottawa, Date *July 29, 1963.*

The Secretary of State to the Canadian Ambassador

DEPARTMENT OF STATE
WASHINGTON
December 4, 1963

EXCELLENCY:

I have the honor to refer to your note No. 670, dated November 19, 1963, concerning a further amendment to a memorandum incorporated in an exchange of notes of May 5, 1961, as amended, setting out arrangements for the co-ordination of pilotage services in the Great Lakes and the St. Lawrence River as far east as St. Regis. I have the honor to inform you that the Government of the United States agrees to your proposal that the existing arrangements as amended by the memorandum attached to your note, shall govern the co-ordination of pilotage services with effect as of August 1, 1963.

I also have the honor to agree to your further proposal that your note and this reply shall constitute an agreement between our two Governments to amend the existing agreement on this subject.

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

For the Secretary of State:

WILLIAM R TYLER

His Excellency

CHARLES S. A. RITCHIE,
Ambassador of Canada.

REPUBLIC OF KOREA

Consular Convention

Signed at Seoul January 8, 1963;

*Ratification advised by the Senate of the United States of America
October 22, 1963;*

*Ratified by the President of the United States of America October
28, 1963;*

Ratified by the Republic of Korea November 6, 1963;

Ratifications exchanged at Washington November 19, 1963;

*Proclaimed by the President of the United States of America De-
cember 19, 1963;*

Entered into force December 19, 1963.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a consular convention between the United States of America and the Republic of Korea was signed by their respective plenipotentiaries at Seoul on January 8, 1963, the original of which convention, in the English and Korean languages, is word for word as follows:

**CONSULAR CONVENTION
BETWEEN
THE UNITED STATES OF AMERICA
AND
THE REPUBLIC OF KOREA**

CONSULAR CONVENTION BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF KOREA

The United States of America and the Republic of Korea,
Being desirous of regulating the consular affairs of each state in
the territory of the other,

Have decided to conclude a Consular Convention and have
appointed as their plenipotentiaries for this purpose:

The President of the United States of America:

His Excellency Samuel D. Berger,

Ambassador Extraordinary and Plenipotentiary, and

The Acting President of the Republic of Korea:

His Excellency Choi Duk-Shin,

Minister of Foreign Affairs,

Who, having communicated to each other their respective full
powers, which were found in good and due form, have agreed as
follows:

ARTICLE 1

Assignment

(1) Each High Contracting Party shall have the right to send
to the other High Contracting Party consular representatives who,
after having been recognized in a consular capacity, shall be provided,
free of charge, with exequaturs or other authorization.

(2) The sending state shall have the right, subject to the proce-
dures established by paragraph (1) of this Article, to assign one or
more members of its diplomatic mission accredited to the receiving
state to the performance of consular functions. Such persons shall
be entitled to the benefits, and be subject to the obligations, of this
Convention, without prejudice to any additional privileges to which
they may be entitled by virtue of being members of the diplomatic
mission of the sending state.

(3) The location of the consular offices and the limits of the con-
sular districts will be determined by agreement between the receiving
state and the sending state.

ARTICLE 2

Lands and Buildings

(1) The sending state shall have the right, in the territory of the
receiving state, to acquire, own, lease for any period of time, or other-

wise hold and occupy such lands, buildings, and appurtenances as may be necessary and appropriate for governmental purposes, including residences for personnel attached to diplomatic and consular establishments.

(2) The sending state shall have the right to erect buildings and appurtenances on land which it owns or leases in accordance with paragraph (1) of this Article, subject to compliance with local building, zoning, or town planning regulations applicable to all land in the area in which such land is situated.

ARTICLE 3

Inviolability of Offices and Archives

(1) The archives of a consular office shall be inviolable. Offices used exclusively for consular purposes shall not be entered by the police or other authorities without the consent of the consular officer, except that, in the case of fire or other disaster, or if the authorities have probable cause to believe that a crime of violence has been or is about to be committed in the consular office, consent to entry shall be presumed. In no case shall they examine or seize the papers there deposited.

(2) The national flag of the sending state and its consular flag may be flown at the consular office and at the residence of the consular officer in charge of such office, or on any vehicle, vessel, or aircraft used by him in the performance of his official duties. In times of emergency such flags may be flown at the residence and on the vehicle, vessel, or aircraft of any consular officer of the sending state. The sending state may affix to the buildings in which its consular offices are located signs bearing its coat-of-arms and the designation of the office.

ARTICLE 4

Notarial Services and Miscellaneous Functions

A consular officer shall be permitted within his consular district:

(a) to issue and amend visas and passports and to issue such notices to, and receive such declarations from, a national of the sending state as may be required under the laws of the sending state;

(b) to prepare, attest, receive the acknowledgements of, certify, authenticate, legalize, and, in general, take such action as may be necessary to perfect or to validate any act, document, or instrument of a legal character, as well as copies thereof, including commercial documents, declarations, registrations, testamentary dispositions, and contracts, whenever such services are required by a national of the sending state for use outside the territory of the receiving state or by any person for use in the territory of the sending state;

(c) to take evidence, on behalf of the courts of the sending state, voluntarily given by any person in the receiving state, and administer oaths to such persons, in accordance with the law of the sending state;

(d) to obtain copies of or extracts from documents of public registry;

(e) to inquire of local authorities on behalf of a national of the sending state into matters concerning his person, holdings, or interests, including shares in estates, pension rights, insurance or workmen's compensation benefits, and the like;

(f) to further the commercial, artistic, scientific, professional, cultural, and educational interests of the sending state.

ARTICLE 5

Protection of Nationals

(1) A consular officer shall have the right within his district to interview, communicate with, assist, and advise any national of the sending state and, where necessary, arrange for legal assistance for him, provided such national so requests, or comes voluntarily to the consular office, or does not object to inquiry from or visit by the consular officer. The receiving state shall in no way restrict the access of any national of the sending state to its consular establishments.

(2) The appropriate authorities of the receiving state shall, at the request of any national of the sending state who is under arrest or otherwise detained in custody, immediately inform a consular officer of the sending state, who shall be accorded full opportunity to visit and communicate with such a national in order to safeguard his interests.

(3) A consular officer of the sending state shall have the right to visit and communicate with, subject to prison regulations, a national of the sending state who is serving a sentence of imprisonment.

(4) For the purposes of the provisions of paragraphs (1) and (2) of this Article, the phrase "national of the sending state" shall be deemed to apply also to any person employed on a vessel or aircraft of the sending state, who is not a national of the receiving state.

ARTICLE 6

Estates

(1) In the case of the death of a national of the sending state in the territory of the receiving state, without leaving in the territory of his decease any known heir or testamentary executor, the appropriate local authorities of the receiving state shall as promptly as possible inform a consular officer of the sending state.

(2) A consular officer of the sending state may, within the discretion of the appropriate judicial authorities and if permissible under then existing applicable local law in the receiving state:

(a) take provisional custody of the personal property left by a deceased national of the sending state, provided that the decedent shall have left in the receiving state no heir or testamentary executor appointed by the decedent to take care of his personal estate; provided that such provisional custody shall be relinquished to a duly appointed administrator;

(b) administer the estate of a deceased national of the sending state who is not a resident of the receiving state at the time of his death, who leaves no testamentary executor, and who leaves in the receiving state no heir, provided that if authorized to administer the estate, the consular officer shall relinquish such administration upon the appointment of another administrator;

(c) represent the interests of a national of the sending state in an estate in the receiving state, provided that such national is not a resident of the receiving state, unless or until such national is otherwise represented; provided, however, that nothing herein shall authorize a consular officer to act as an attorney at law.

(3) Unless prohibited by law, a consular officer may, within the discretion of the court, agency, or person making distribution, receive for transmission to a national of the sending state who is not a resident of the receiving state any money or property to which such national is entitled as a consequence of the death of another person, including shares in an estate, payments made pursuant to workmen's compensation laws, pension and social benefits systems in general, and proceeds of insurance policies. The court, agency, or person making distribution may require that a consular officer comply with conditions laid down with regard to (a) presenting a power of attorney or other authorization from such non-resident national, (b) furnishing reasonable evidence of the receipt of such money or property by such national, and (c) returning the money or property in the event he is unable to furnish such evidence.

(4) Whenever a consular officer shall perform the functions referred to in paragraphs (2) and (3) of this Article, he shall be subject, with respect to the exercise of such functions, to the laws of the receiving state and to the jurisdiction of the judicial and administrative authorities of the receiving state in the same manner and to the same extent as a national of the receiving state.

ARTICLE 7

Shipping and Aviation

(1) A consular officer may take measures to enforce the shipping laws of the sending state and for this purpose may visit vessels and be visited by the masters and crews of vessels of the sending state.

A consular officer may also visit vessels of any registry destined to a port of the sending state to execute documents or to obtain information required by the sending state.

(2) Without prejudice to the superior right of the administrative and judicial authorities of the receiving state to take cognizance of crimes or offenses which disturb the peace of the port or to enforce the laws of the receiving state applicable to vessels of any state within its waters, a consular officer may exercise jurisdiction pursuant to the law of the sending state over controversies, including wage and contract disputes, aboard vessels of the sending state which are in the waters of the receiving state, and may conduct investigations and convene boards of inquiry. A consular officer may request the assistance of competent authorities of the receiving state in performance of such duties. The peace of the port may be considered to be disturbed when an offense is committed aboard a vessel within the waters of the receiving state which constitutes a serious crime according to its laws.

(3) In any case where the authorities of the receiving state arrest or otherwise detain in custody any person who is not a national of the receiving state and who is aboard or who is an officer or crew member of a vessel under the flag of the sending state, or seize any property aboard such a vessel, the competent authorities of the receiving state shall inform a consular officer of the sending state thereof and shall accord the consular officer full opportunity to visit and communicate with such person and to take appropriate measures to safeguard the interests of such person or such vessel.

(4) If a vessel of the sending state is wrecked in waters of the receiving state, the appropriate authorities of the receiving state shall inform the consular officer and shall take all practicable measures for the preservation and protection of the vessel, persons, and property on board. If the owner, or anyone he has authorized to act for him, is unable to make necessary arrangements in connection with the vessel or its cargo, the consular officer may make arrangements on his behalf. The consular officer may under similar circumstances make appropriate arrangements in connection with cargo owned by nationals of the sending state and found or brought into port from a wrecked vessel of other registry, except a vessel of the receiving state. No customs duties shall be levied against a wrecked vessel of the sending state, or its cargo or stores unless they are delivered for use in the receiving state.

(5) The term "vessel", as used herein, means all types of vessels, whether privately owned or operated, or publicly owned or operated; but this term does not, except with reference to paragraph (4) of this Article, include vessels of war. For the purposes of this Article, the term "vessel" shall be deemed to include aircraft, the term "shipping laws" shall be construed, as applied to aircraft, to refer to aviation laws, and the term "waters" shall be construed, as applied to aircraft, to refer to territory of the receiving state.

ARTICLE 8**Additional Functions**

In addition to the functions specified in this Convention, a consular officer shall be permitted to perform such other consular and related functions as are recognized by the receiving state as being appropriate to his office.

ARTICLE 9**Right of Communication**

(1) A consular officer shall have the right to communicate with his government or with the diplomatic mission and consular offices of the sending state in the receiving state or with other diplomatic missions and consular offices of the sending state, making use of all public means of communication. In addition, a consular officer shall have the right to send and receive official correspondence, by courier or by means of sealed official pouches and other official containers, or by public communications facilities, either in clear or secret language.

(2) The official correspondence referred to in this Article shall be inviolable and the authorities of the receiving state shall not examine or detain it. Sealed official pouches and other official containers shall be inviolable when they are certified by a responsible officer of the sending state as containing only official correspondence.

(3) Even in the event the receiving state should be engaged in armed conflict, it will not restrict the right of communication between the consular officer and his government and between the consular officer and the diplomatic mission of the sending state in the receiving state.

ARTICLE 10**Immunities**

(1) A consular officer or employee shall not, except with the consent of the sending state, be subject to the jurisdiction of the courts of the receiving state in respect of acts performed by him within the scope of his official duties, other than as provided in Article 6(4).

(2) A consular officer or employee shall have the right to refuse a request from the administrative or judicial authorities of the receiving state to produce any documents from the consular archives or to give evidence relating to matters falling within the scope of his official duties. Such a request, however, as well as requests for testimony, shall be complied with in the interests of justice if it is possible to do so without prejudicing the interests of the sending state. The administrative or judicial authorities requiring testimony shall take all reasonable steps to avoid interference with the performance of official duties and, wherever possible or permissible, arrange for the taking

of such testimony, orally or in writing, at the residence or office of the consular officer or employee.

(3) A consular officer or employee shall, except as provided in Article 15, be exempt from arrest or prosecution in the receiving state except when charged with the commission of a crime which, upon conviction, might subject the individual guilty thereof to a sentence of imprisonment for a period of more than one year. The exemption set forth in this paragraph may be waived by the sending state. Furthermore, even in cases where such officers and employees are exempt from arrest or prosecution they nonetheless should observe local laws and regulations, including traffic regulations.

(4) A consular officer or employee and his wife, minor children, and other dependents residing with him, shall, except as provided in Article 15, enjoy exemption in the receiving state from service in the armed forces, jury duty, or any other type of compulsory service, and from any contribution in lieu thereof.

(5) A consular officer or employee and his wife, minor children, and other dependents residing with him, shall, except as provided in Article 15, be exempt in the receiving state from any requirements with regard to the registration of aliens, the obtaining of permission to reside, and similar regulations applicable generally to aliens.

ARTICLE 11

Customs Privileges

(1) The sending state shall have the right to import into the receiving state, free from customs duties and internal revenue or other taxes imposed upon or by reason of importation, material and equipment for the construction, alteration, repair, maintenance, and operation of buildings and appurtenances erected in accordance with paragraph (2) of Article 2, or otherwise held or occupied in accordance with paragraph (1) of Article 2.

(2) All articles, including vehicles, vessels, and aircraft, required exclusively for the performance of official governmental functions or for the construction, maintenance, and operation of property held by the sending state in accordance with Article 2, paragraphs (1) and (2), shall be exempt within the territories of the receiving state from all customs duties and internal revenue or other taxes imposed upon or by reason of importation.

(3) The baggage, effects, and other articles, including vehicles, vessels, and aircraft, imported exclusively for the personal use of a consular officer or employee, his wife, minor children, and other dependents residing with them, shall, except as provided in Article 15, be exempt from all customs duties and internal revenue or other taxes imposed upon or by reason of importation. Such exemptions shall be granted with respect to the property accompanying the person entitled thereto on first arrival and on subsequent arrivals, and to that

consigned to such officers and employees during the period in which they continue in status.

(4) It is understood, however, that: (a) paragraph (3) of this Article shall apply as to consular officers and employees only when their names have been communicated to the appropriate authorities of the receiving state and they have been duly recognized in their official capacity; (b) in the case of consignments, the receiving state may, as a condition to the granting of exemption, require that a notification of any such consignment be given in a prescribed manner; and (c) nothing herein authorizes importations specifically prohibited by law.

ARTICLE 12

Tax Privileges

(1) Lands and buildings situated in the territory of the receiving state, of which the sending state is the legal or equitable owner and which are used for the purposes specified in paragraph (1) of Article 2, shall be exempt from taxation of every kind, national, state, provincial, and municipal, other than assessments levied for services or local public improvements by which the premises are benefited.

(2) The sending state shall, with respect to all matters relating to the performance of consular functions or to the construction, maintenance, and operation of property held in accordance with Article 2, paragraphs (1) and (2), be exempt from the payment of all taxes and similar charges of any kind imposed by the receiving state or any local subdivision thereof for the payment of which the sending state would otherwise be legally liable, including taxes and similar charges payable in connection with the acquisition or rendition of services and the ownership, acquisition, operation, possession, or sale of immovable and movable property, including vehicles, vessels, and aircraft.

(3) A consular officer or employee who is not a national of the receiving state and who does not have the status in the receiving state of an alien lawfully admitted for permanent residence shall be exempt from the payment of all taxes or similar charges of any kind imposed by the receiving state or any local subdivision thereof on the official emoluments, salaries, wages, or allowances received by such officer or employee from the sending state.

(4) A consular officer or employee shall, except as provided in paragraph (5) of this Article and Article 15, be exempt from the payment of all taxes or similar charges of any kind imposed by the receiving state or any local subdivision thereof for the payment of which the officer or employee would otherwise be legally liable.

(5) The exemption provided for in the preceding paragraph shall not apply with respect to taxes or similar charges upon:

- (a) the acquisition, ownership, or occupation of immovable property situated in the receiving state;
 - (b) income received from sources within the receiving state other than income described in paragraph (3);
 - (c) the passing at death of property in the receiving state; and
 - (d) the transfer by gift of property in the receiving state.
- (6) Notwithstanding the provisions of paragraph (5)(c) of this Article, the movable property belonging to the estate of a deceased consular officer or employee and used by him in the performance of his official duties shall, except as provided by Article 15, be exempt from all estate, inheritance, succession, or similar taxes imposed by the receiving state or any local subdivision thereof. Any part of the estate of a deceased consular officer or employee which does not exceed in value two times the amount of all official emoluments, salaries, and allowances received by such consular officer or employee for the year immediately preceding his death shall be deemed conclusively to constitute property used by him in the performance of his official duties.

ARTICLE 13

Insurance

All vehicles, including automobiles, vessels, and aircraft, owned by the sending state and used for consular purposes, and all vehicles, vessels, and aircraft owned by a consular officer or employee of the sending state or his wife, minor children, and other dependents, shall be adequately insured against third party risks; provided that this Article shall not apply to any person who is a national of the receiving state or has the status in the receiving state of an alien lawfully admitted for permanent residence.

ARTICLE 14

Diplomatic Officers and Employees

The provisions of Articles 11, 12, and 13 shall have like application to diplomatic officers and employees, without prejudice to such rights and benefits as they may have under international law.

ARTICLE 15

Limitations

The privileges and immunities conferred by Article 10 (3), (4), and (5), Article 11(3), and Article 12 (4) and (6) shall not be accorded to a consular officer or employee, or his wife, minor children, and other dependents, if such officer or employee is a national

of the receiving state, or has the status in the receiving state of an alien lawfully admitted for permanent residence, or is engaged in any private occupation for gain in the receiving state, or is other than a full-time officer or employee of the sending state.

ARTICLE 16

Settlement of Disputes

Any dispute concerning the interpretation or application of the present Convention which is not settled by negotiation may be referred, at the option of either party, to the International Court of Justice for decision, provided (1) that matters falling within the discretion of either party under the Convention shall not be subject to the Court's jurisdiction, and (2) that neither party may refer a dispute to the Court until it has exhausted its legal remedies in the territory of the other Party, in the same manner as would a private person claiming rights, exemptions, and immunities under local laws and regulations.

ARTICLE 17

Territorial Application

The territories to which the provisions of this Convention shall apply shall be understood to comprise all areas of land and water subject to the sovereignty or authority of the High Contracting Parties, except the Panama Canal Zone.

ARTICLE 18

Entry into Force

1. The present Convention shall be ratified, and the ratifications thereof shall be exchanged at Washington as soon as possible.
2. The present Convention shall enter into force on the thirtieth day following the day of exchange of ratifications. It shall remain in force for ten years and shall continue in force thereafter until terminated as provided herein.
3. Either High Contracting Party may, by giving one year's written notice to the other High Contracting Party, terminate the present Convention at the end of the initial ten-year period or at any time thereafter.

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

DONE in duplicate, in the English and Korean languages, at Seoul this 8th day of January, 1963.

For The United States of America:

Samuel D. Berger [¹]

For The Republic of Korea:

최덕신 [²]

[SEAL]

[SEAL]

^¹ Samuel D. Berger.

^² Choi Duk-Shin.

미합중국과 대한민국간의 영사협약

미합중국과 대한민국간의 영사협약

미합중국과 대한민국은,

타방 국가의 영역내에 있어서의 각자의 국가의 영사사무를 규정할 것을 희망하므로,

영사협약을 체결하기로 결정하고 이를 위하여 각자의 전권대표를 다음과 같이 임명하였다.

미합중국 대통령:

특명전권대사 사缪엘 디. 버거 각하

대한민국 대통령 권한대행:

외무부장관 최덕신 각하

이 전권대표들은 각자의 전권위임장을 서로 전달하고 그것이 양호 타당한 것임을 인정한 후 다음과 같이 합의하였다.

제 1 조

임명

(1) 각 체약당사국은 영사대표를 타방 체약당사국에 파견하는 권리를 가지며 이들에게는 영사자격이 인정된 후 인가장 또는 기타의 허가를 무료로 수여한다.

(2) 파견국은 본조 제(1) 항에 의거하여 규정된 절차에 따를 것을 조건으로 접수국에 파견된 자국의 외교공관의 1 또는 2 이상의 구성원에게 영사직무의 집행을 담당시킬 권리를 가진다. 전기자들은 이 협약의 이득을 받을 권리 가지고 또한 이 협약의 외부에 복종하며 파견국의 외교공관의 구성원으로서 추가로 가질 수 있는 그 밖의 특권에 대하여 침해를 받지 아니한다.

(3) 영사사무소의 위치와 영사구역의 경계는 접수국과 파견국

간의 합의에 의하여 결정한다.

제 2 조

토지 및 건물

(1) 파견국은 접수국의 영역내에 있어서, 외교기관 및 영사기관에 속하는 인원을 위한 주택을 포함하여 정부의 목적을 위하여 필요하고 적당한 토지, 건물 및 부속물을 취득하거나, 소유하거나, 어떠한 기간 동안 임차하거나 또는 달리 보유하고 점유하는 권리를 가진다.

(2) 파견국은 본조 제 (1) 항에 따라서 소유하거나 임차한 토지위에 건물 및 부속물을 축조하는 권리를 가진다. 단, 전기 토지가 소재하는 지역의 전도지에 대하여 적용되는 현지의 건축규정, 지대제규정 또는 도시계획규정에 따를 것을 조건으로 한다.

제 3 조

사무소 및 공문서의 불가침

(1) 영사사무소의 공문서는 불가침이다. 전혀 영사목적 만을 위하여 사용되는 사무소는 영사관의 동의없이 경찰 또는 기타 관헌에 의하여 침입되지 아니한다. 단, 화재 또는 기타 재난이 있는 경우 또는 영사사무소 내에서 폭행죄가 행하여졌거나 행하여 지기 직전에 있다고 믿을만한 정당한 이유가 관헌에게 있는 경우에는, 침입에 대한 동의가 추정된다. 어떠한 경우에 있어서도 관헌은 그 곳에 있는 서류를 조사하거나 차압하여서는 아니된다.

(2) 파견국의 국기 및 영사기는 영사사무소와 전기 사무소의 책임자로 있는 영사관의 주택 또는 공무집행상 그가 사용하는 차량, 선박 또는 항공기에 이를 계양할 수 있다. 비상시에 있어서는 전기 기들은 파견국의 어느 영사관의 주택과 차량, 선박 또는 항

공기에도 이를 게양할 수 있다. 파견국은 영사사무소가 소재하는 건물에 자국의 문장과 그 사무소의 명칭이 들어 있는 표지를 첨부할 수 있다.

제 4 조

공증업무 및 기타 직무

영사관은 그의 영사구역 내에서 다음의 직무를 행하도록 허용된다.

(가) 사증과 여권을 발급하고 개정하는 것 및 파견국의 법률에 규정된 바에 따라 파견국의 국민에게 고지를 행하고 그 국민으로부터 신고를 받는 것.

(나) 파견국의 국민이 접수국의 영역 외에서 사용할 필요가 있거나 또는 어떠한 자가 파견국의 영역 내에서 사용할 필요가 있을 경우에는 언제든지 상용서류, 신고서, 등기, 유언증서 및 계약서를 포함하여 결의서, 서류 또는 법적성격을 가진 문서 및 그 사본을 작성하고, 증명하고, 그것의 접수를 통고하고, 인증하고, 확증하고, 적법화하며 또한 이를 완성하거나 유효하게 하는데 필요한 조치를 일반적으로 취하는 것.

(다) 파견국의 법원을 대리하여 접수국 내에서 어떠한 자가 자발적으로 행한 증언을 조사하고, 또한 전기 자들에 대하여 선서를 하게 하는 것.

(라) 공공등기소의 문서의 사본 또는 그 발췌를 입수하는 것.

(마) 파견국의 국민을 대리하여 재산, 연금권, 보험 또는 근로보상특전 등에 대한 배당을 포함하여 그의 신체, 소유권 또는 권익에 관한 사항을 현지 관헌에게 문의하는 것.

(바) 파견국의 상업, 예술, 과학, 직업, 문화 및 교육상의 이익을 증진하는 것.

제 5 조

국민의 보호

(1) 영사관은 그의 영사구역 내에서 파견국의 국민을 면접하고, 그와 통신하고, 그를 원조하고, 그에게 조언하며 또한 필요한 때에는, 그를 위한 법률상의 조력을 행하는 권리를 가진다. 단, 전기 국민이 그와 같이 요청하거나, 자발적으로 영사사무소를 방문하거나 또는 영사관의 문의나 내방을 거부하지 아니하여야 한다. 접수국은 파견국의 국민의 자국영사기관에의 출입을 결코 제한하여서는 아니된다.

(2) 접수국의 관계관헌은, 체포되거나 억류되어 있는 파견국의 국민의 요청에 의하여 지체없이 파견국의 영사관에게 통지하며, 그 영사관에 대하여는 전기 국민의 권익을 보호하기 위하여 그를 방문하고 그와 통신할 수 있는 충분한 기회를 부여하여야 한다.

(3) 파견국의 영사관은 교도소의 규칙에 따를 것을 조건으로 신체형에 복역중인 파견국의 국민을 방문하고 또한 그와 통신할 권리를 가진다.

(4) 본조 제 (1) 항 및 제 (2) 항의 규정의 적용상 「파견국의 국민」이라는 말은 파견국의 선박 또는 항공기에 고용된 자로서 접수국의 국민이 아닌 자에 대하여도 역시 해당되는 것으로 간주한다.

제 6 조

유 산

(1) 접수국의 영역 내에서 파견국의 국민이 그의 사망지 내에 알려진 상속인 또는 유언집행인을 남겨두지 아니하고 사망하였을 경우에는 접수국의 현지 관계관헌은 가능한 한 조속히 파견국의 영사관에게 통지하여야 한다.

(2) 파견국의 영사관은 관계사법당국의 재량에 따라 그리고 시장이 허락하는 경우에는, 접수국의 당시의 현행법에 의거하여 다음의 조치를 취할 수 있다.

(가) 사망한 파견국의 국민이 남겨둔 동산을 임시로 보관하는 것. 단, 사망인이 상속인 또는 그의 동산을 관리하도록 임명하였을 유언집행인을 접수국 내에 남겨 두지 아니하였어야 하며, 또한 전기 임시보관은 정당히 임명된 관리인에게 이관되어야 한다.

(나) 사망 당시에 접수국의 거주자가 아니고, 유언집행인을 남겨두지 아니하고 또한 접수국 내에 상속인을 남겨두지 아니하고 사망한 파견국의 국민의 유산을 관리하는 것. 단, 유산관리의 권한을 부여 받았더라도 영사관은 다른 관리인이 임명되었을 경우에는 전기 관리를 이관하여야 한다.

(다) 접수국 내의 유산에 대한 파견국의 국민(단, 접수국의 거주자가 아니라야 한다)의 권익을 전기 국민이 달리 대리되지 아니하는 한, 또는 대리될 때 까지 대리하는 것. 단, 영사관이 소송 대리인으로서 행동함을 허용하는 것은 아니다.

(3) 법에 의하여 금지되지 아니하는 한 영사관은 이윤을 분배하는 법원, 기관 또는 자의 재량의 범위 내에서 접수국의 거주자가 아닌 파견국의 국민에게 전달하기 위하여, 다른 자의 사망으로 전기 국민에게 취득 권리가 있는 유산, 근로보상법, 연금 및 사회 복리제도 일반에 의거한 지불과 보험증권수입에 대한 배당을 포함하여 화폐 또는 재산을 수령할 수 있다. 이윤을 분배하는 법원, 기관 및 자는 영사관에게 다음의 사항에 관한 조건에 따를 것을 요구할 수 있다.

(가) 전기 비거주국민으로부터의 대리위임장 또는 기타 인 가장의 제시

(나) 전기 국민에 의한 화폐 또는 재산의 수령에 관한 타 당한 증거의 제출, 및

(다) 그가 전기 증거를 제출할 수 없을 경우의 화폐 또
는 재산의 반환

(4) 영사관이 본조 제(2) 항 및 제(3) 항에 규정된 직무
를 집행할 때에는 언제나 전기 직무행사에 관하여 접수국의 국민과
동일한 방식으로 또한 동일한 정도로 접수국의 법률과 접수국의 사
법 및 행정당국의 판할권에 따라야 한다.

제 7 조

선박 및 항공

(1) 영사관은 파견국의 선박법을 시행하기 위한 조치를 취할
수 있으며 이 목적을 위하여 선박을 임검하고 파견국 선박의 선장
및 선원의 출두를 받을 수 있다. 영사관은 또한 파견국이 필요로
하는 서류를 작성하고 정보를 얻기 위하여 파견국의 항구로 향하
는 어떤 등기소의 선박에 대하여도 이를 임검할 수 있다.

(2) 항구의 치안을 교란하는 범죄 또는 불법행위를 심리하거나
또는 자국의 수역내에 있는 어떤 국가의 선박에 대하여도 적용
되는 접수국의 법률을 시행하는 접수국의 행정 및 사법당국의 우월적
권리를 침해함이 없이, 영사관은 접수국의 수역내에 있는 파견국 선
박에서의 임금 및 계약분쟁을 포함한 쟁의에 대하여 파견국의 법
에 의거한 판할권을 행사할 수 있으며 또한 조사를 행하고 사문
위원회를 소집할 수 있다. 영사관은 전기 직무를 집행함에 있어서
접수국의 판할당국의 원조를 요청할 수 있다. 항구의 치안은 불법
행위가 접수국의 수역 내에 있는 선박에서 발생하고 그것이 접수국
의 법률에 의하여 중대한 범죄를 구성할 때에 교란된 것으로 간주할
수 있다.

(3) 접수국의 판헌이 접수국의 국민이 아닌 자로서 파견국의
국기를 게양한 선박에 승선하고 있거나 그 선박의 직원 또는 선

원인 자를 체포하거나 또는 달리 억류하고, 또는 전기 선박에 적재된 재산을 차압하는 경우에는 접수국의 판할당국은 파견국의 영사관에게 이를 통지하여야 하며 또한 그 영사관에게 전기 자를 면접하고 전 기 자와 통신하여 전기 자 또는 전기 선박의 권익을 보호하기 위하여 적당한 조치를 취할 수 있는 충분한 기회를 부여하여야 한다.

(4) 파견국의 선박이 접수국의 수역 내에서 조난한 경우에는 접수국의 판계당국은 영사관에게 통지하고, 선박, 사람 및 적재화물의 보존과 보호를 위하여 실행 가능한 모든 조치를 취하여야 한다. 선주 또는 그가 대리행위를 위임한 자가 선박 또는 적화에 관하여 필요한 조치를 할 수 없을 경우에는 영사관은 그를 대리하여 조치를 취할 수 있다. 영사관은 이와 유사한 사정하에서 파견국의 국민의 소유로 판명된 화물 또는 접수국의 선박을 제외한 기타 등기소의 조난선박으로부터 항구로 운반된 화물에 관하여 적당한 조치를 취할 수 있다. 파견국의 조난선박 또는 그 적화 또는 비품에 대하여 판세를 부과하여서는 아니된다. 단, 그것이 접수국 내에서의 사용을 위하여 인도되는 경우에는 예외로 한다.

(5) 여기서 「선박」이라 함은 사적으로 소유 또는 운용되거나, 공적으로 소유 또는 운용되거나를 불문하고 모든 형태의 선박을 말한다. 단, 이는 본조 제(4) 항과의 관련을 제외하고는 군함을 포함하지 아니한다. 본조의 적용상 「선박」이라 함은 항공기를 포함하는 것으로 간주되며, 「선박법」이라 함은 항공기에 적용되는 항공법을 지칭하는 것으로 해석되고, 「수역」이라 함은 항공기에 적용되는 경우에는 접수국의 영역을 지칭하는 것으로 해석된다.

제 8 조

추가직무

이 협약에 규정된 직무에 추가하여 영사관은 접수국에 의하여

그의 직책상 적당하다고 인정된 기타의 영사직무 및 관계직무를 집행하도록 허용된다.

제 9 조

통신의 권리

(1) 영사관은 통신에 관한 모든 공공수단을 사용하여 그의 본국 정부 또는 접수국 내에 있는 파견국의 외교공관 및 영사사무소 또는 파견국의 기타 외교공관 및 영사사무소와 통신하는 권리 를 가진다. 또한 영사관은 신서사에 의하여 또는 봉인된 공용행랑 및 기타 공용용기에 의하여, 또는 공공의 통신시설에 의하여 평문 또는 암호로 공문서를 발송 접수하는 권리를 가진다.

(2) 본조에서 말하는 공문서는 불가침이며 접수국의 관찰은 이를 검열하거나 억류하여서는 아니된다. 봉인된 공용행랑과 기타 공용용기는 파견국의 책임있는 공무원에 의하여 전혀 공문서만을 포함하고 있는 것으로 인증되어 있는 경우에는 불가침이다.

(3) 접수국은 교전중에 있는 경우에도 영사관과 그의 본국정부간 및 영사관과 접수국 내에 있는 파견국의 외교공관간의 통신의 권리를 제한하지 아니한다.

제 10 조

면 제

(1) 파견국의 동의가 있는 경우를 제외하고 영사관 또는 영사고용인은 제 6 조 제 (4) 항에 규정된 바 이외의 공무의 범위 내에서 행한 행위에 관하여 접수국의 법원의 재판관할권에 따르지 아니한다.

(2) 영사관 또는 영사고용인은 영사공문서 중에서 어떤 서류를 제시하거나 그의 공무의 범위 내에 속하는 사항에 관하여

증거를 제공하도록 하는 접수국의 행정 또는 사법 당국의 요구를 거부할 권리를 가진다.

단, 파견국의 권익을 침해함이 없이 가능한 경우에는 정의를 위하여 전기 요구와 또한 증언의 요구에 응하여야 한다.

증언을 요구하는 행정 또는 사법 당국은 공무집행의 방해를 회피하기 위한 모든 타당한 조치를 취하여야 하며, 사칭이 가능하거나 혀락될 수 있는 경우에는 영사관 또는 영사 고용인의 주택 또는 사무소에서 구두 또는 서면으로 전기 증언을 얻도록 하여야 한다.

(3) 제 15 조에 규정된 바를 제외하고 영사관 또는 영사고용인은 접수국 내에서 체포 또는 소추로 부터 면제된다. 단, 유죄의 판결로 범죄인을 1년 이상의 신체형에 복역하도록 할 수 있는 범죄행위로 인하여 고소된 경우에는 예외로 한다. 본항에 규정된 면제는 파견국에 의하여 포기될 수 있다. 또한 전기 영사관 또는 영사고용인이 체포 또는 소추로 부터 면제되는 경우에 있어서도 그들은 현지의 교통규칙을 포함한 법령을 준수하여야 한다.

(4) 제 15 조에서 규정된 바를 제외하고 영사관 또는 영사고용인과 그의 처, 소아 및 기타 동거의 부양가족은 접수국에 있어서의 병역, 배심의무 또는 기타 형태의 강제적 노역 및 이에 대신하는 부담으로부터 면제한다.

(5) 제 15 조에서 규정된 바를 제외하고 영사관 또는 영사고용인과 그의 처, 소아 및 기타 동거의 부양가족은 접수국에 있어서 외국인 등록, 거주허가의 취득 및 외국인에게 일반적으로 적용되는 유사한 규칙에 관한 요구로 부터 면제된다.

제 11 조

관세특권

(1) 파견국은 제 2조 제 (2) 항에 따라서 축조되거나 또는 제 2조 제 (1) 항에 따라서 달리 보유 또는 접유된 전물 또는 부속물의 건축, 개조, 보수, 유지 및 운영을 위하여 관세 및 내국소비세 또는 수입시에 또는 수입으로 인하여 부과되는 기타 조세를 지불함이 없이 물자 및 장비를 접수국으로 수입하는 권리를 가진다.

(2) 전혀 정부의 공무집행만을 위하여 또는 제 2조 제 (1) 항 및 제 (2) 항에 의거하여 파견국이 보유하는 재산의 건축, 유지 및 운영만을 위하여 필요한 차량, 선박 및 항공기를 포함한 모든 물품은 접수국의 영역내에 있어서 모든 관세 및 내국소비세 또는 수입시에 또는 수입으로 인하여 부과되는 기타 조세로 부터 면제된다.

(3) 제 15 조에 규정된 바를 제외하고 전혀 영사관 또는 영사고용인, 그의 처, 소아 및 기타 동거의 부양가족의 개인용을 위하여서만 수입되는 차량, 선박 및 항공기를 포함한 수하물, 동산물건 및 기타 물품은 모든 관세 및 내국소비세 또는 수입시에 또는 수입으로 인하여 부과되는 기타 조세로 부터 면제된다. 전기 면제는 그 자격을 가진 자가 처음으로 도착할 때 및 그 후에 도착할 때에 함께 반입되는 재산과 전기 영사관 또는 영사고용인이 그 신분을 지속하는 기간 내에 그들에게 탁송된 재산에 관하여 부여된다.

(4) 단.

(가) 본조 제 (3) 항은 영사관과 영사고용인의 성명이 접수국의 관계당국에 통보되고 그들의 공적 자격이 정당하게 인정되었을 때에 한하여 그들에게 적용되는 것으로 양해한다.

(나) 탁송의 경우에 있어서는, 접수국은 면제를 부여하는 조건으로서 전기 탁송의 통고를 지정된 방식으로 행하도록 요구할 수

있는 것으로 양해한다.

(다) 여기에서 규정된 것은 법에 의하여 특별히 금지된 수입을 허용하는 것은 아닌 것으로 양해한다.

제 12 조

조세특권

(1) 접수국의 영역 내에 있는 토지 및 건물로서 파견국이 합법적 또는 정당한 소유자로 되어 있고 또한 제 2 조 제 (1) 항에 규정된 목적을 위하여 사용되는 것은 전기 토지 및 건물에 이득을 주는 용역 또는 지방의 공공개량사업을 위하여 부과되는 세금을 제외한 모든 종류의 국세, 주세, 지방세 및 시세로 부터 면제된다.

(2) 영사 직무의 집행 또는 제 2 조 제 (1) 항 및 제 (2) 항에 따라서 보유되는 재산의 건축, 유지 및 운영에 관계되는 모든 사항에 관하여 파견국은 용역의 취득 또는 제공과 차량, 선박 및 항공기를 포함한 부동산 및 동산의 소유, 취득, 운영, 점유 또는 매매에 관련하여 지불하는 조세 및 유사한 부과금을 포함하여 파견국이 법적으로 지불의무를 가지는 접수국 또는 접수국의 지방행정기관에 의하여 부과되는 모든 종류의 조세 및 유사한 부과금의 지불로 부터 면제된다.

(3) 접수국의 국민이 아닌 영사관 또는 영사고용인으로서 접수국 내에서 합법적으로 영주허가를 받은 외국인의 신분을 가지지 아니하는 자는 파견국으로부터 지급되는 공적인 봉급, 급료, 임금 또는 수당에 대하여 접수국 또는 접수국의 지방행정기관에 의하여 부과되는 모든 종류의 조세 또는 유사한 부과금의 지불로 부터 면제된다.

(4) 본조 제 (5) 항 및 제 15 조에서 규정된 바를 제외하고

영사관 또는 영사고용인은 그가 법적으로 지불의무를 가지는 접수국 또는 접수국의 지방행정기관에 의하여 부과되는 모든 종류의 조세 또는 유사한 부과금의 지불로부터 면제된다.

(5) 전항에서 규정된 면제는 다음의 사항에 대한 조세 또는 유사한 부과금에 관하여 적용되지 아니한다.

(가) 접수국 내에 소재하는 부동산의 취득, 소유 또는 점유

(나) 제(3) 항에 규정된 수입 이외에 접수국 내의 원천으로부터 획득된 수입

(다) 사망 후 접수국 내의 재산의 이전

(라) 증여에 의한 접수국 내의 재산의 양도

(6) 본조 제(5) 항 (다)의 규정에 불구하고 사망한 영사관 또는 영사고용인의 유산에 속하는 동산으로서 그가 공무집행상 사용한 것은 제 15 조에서 규정된 바를 제외하고 접수국 또는 접수국의 지방행정기관에 의하여 부과되는 모든 유산세, 호주상속세, 상속세 또는 유사한 조세로부터 면제된다. 사망한 영사관 또는 영사고용인의 유산중에서 전기 영사관 또는 영사고용인이 사망한 바로 전년에 그가 지급받은 모든 공적인 봉급, 급료 및 수당의 액수의 2 배의 가치를 초과하지 아니하는 부분은 그의 공무집행상 사용된 재산을 구성하는 것으로 확정된다.

제 13 조

보험

파견국에 의하여 소유되고 또한 영사목적을 위하여 사용되는 자동차, 선박 및 항공기를 포함한 모든 차량 및 파견국의 영사관 또는 영사고용인, 또는 그의 처, 소아 및 기타 부양 가족에 의하여 소유되는 모든 차량, 선박 및 항공기는 제3자위험보험에 가입되어야 한다. 단, 본조는 접수국의 국민 또는 접수국에서 합법적으

로 영주허가를 받은 외국인의 신분을 가지는 자에 대하여는 이를 적용하지 아니한다.

제 14 조

외교관 및 외교고용인

제 11 조, 제 12 조 및 제 13 조의 규정은 외교관 및 외교고용인에 대하여 국제법에 의거하여 그들이 가지는 권리와 이득을 침해함이 없이 이를 같이 적용한다.

제 15 조

제 한

영사관 또는 영사고용인이 접수국의 국민이거나 또는 접수국에서 합법적으로 영주허가를 받은 외국인의 신분을 가지고 있거나 또는 접수국내에서 영리를 목적으로 사적직업에 종사하고 있거나 또는 파견국의 전속적 공무원이나 고용인이 아닌 경우에는 제 10 조 제 (3) 항, 제 (4) 항 및 제 (5) 항, 제 11 조 제 (3) 항과 제 12 조 제 (4) 항 및 제 (6) 항에 규정된 특권 및 면제는 전기 영사관 또는 영사고용인 또는 그의 처, 소아 및 기타 부양가족에게 부여되지 아니한다.

제 16 조

분쟁의 해결

이 협약의 해석 또는 적용에 관한 분쟁으로서 교섭에 의하여 해결되지 아니하는 것은 어느 일방 당사국의 임의에 의하여 이를 국제사법재판소에 결정을 위하여 부탁할 수 있다.

단.

(1) 이 협약에 의거하여 어느 일방 당사국의 재량의 범위 내에 속하는 사항은 국제사법재판소의 재판관할권에 따르지 아니한다.

(2) 어느 당사국이든지 타방 당사국의 영역 내에서 현지의 법령에 의거하여 권리, 면세 및 면제를 요구하는 사적 개인의 그 것과 같은 방식으로 자국의 법적 구제수단을 다 할때 까지는 국제사법재판소에 분쟁을 부탁할 수 없다.

제 17 조

지역적 적용

이 협약의 규정이 적용되는 영역은 체약 당사국의 주권 또는 권한에 복하는 지역 및 수역의 모든 구역을 포함한다.

단. 파나마 운하 지역은 이를 제외한다.

제 18 조

효력발생

(1) 이 협약은 비준되어야 한다. 비준서는 가능한 한 조속히 워싱톤에서 교환된다.

(2) 이 협약은 비준서 교환일자 이후 30 일에 효력을 발생한다. 이 협약은 10년간 효력을 가지며 그 후는 이 협약에서 규정된 바에 따라 종결될 때까지 효력을 존속한다.

(3) 어느 체약당사국이든지 타방 체약당사국에 대한 1년전의 서면통고로서 최초의 10년기간 말에 또는 그 후로는 어느 때든지 이 협약을 종결시킬 수 있다.

이상의 증거로서 각 전권대표는 이 협약에 서명하고 날인하였다.

1963년 1월 8일 서울에서 영어 및 한국어로 본서 2부
를 작성하였다.

미합중국을 위하여

Samuel D. Berger

대한민국을 위하여

하정희

WHEREAS the Senate of the United States of America by their resolution of October 22, 1963, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the convention;

WHEREAS the convention was duly ratified by the President of the United States of America on October 28, 1963, in pursuance of the advice and consent of the Senate, and has been duly ratified on the part of the Republic of Korea;

WHEREAS the respective instruments of ratification of the convention were duly exchanged at Washington on November 19, 1963;

AND WHEREAS it is provided in Article 18 of the convention that the convention will enter into force on the thirtieth day following the day of exchange of ratifications;

Now, THEREFORE, be it known that I, Lyndon B. Johnson, President of the United States of America, do hereby proclaim and make public the said convention to the end that the same, and every article and clause thereof, shall be observed and fulfilled with good faith on and after December 19, 1963, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

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

LYNDON B. JOHNSON

By the President:

GEORGE W. BALL

Acting Secretary of State

SIERRA LEONE

Investment Guaranties

Agreement relating to the agreement of May 16 and 19, 1961.

Effectuated by exchange of notes

*Signed at Freetown December 28, 1962, and November 13, 1963;
Entered into force November 13, 1963.*

*The American Ambassador to the Sierra Leonean Minister of
External Affairs*

No. 75

FREETOWN, December 28, 1962.

EXCELLENCY:

I have the honor to refer to the agreement effected by the exchange of notes of May 16 and May 19, 1961, [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 Sierra Leone. After the conclusion of this agreement, legislation has been enacted in the United States of America modifying and augmenting the coverage to be provided investors by investment guaranties that may be issued by the Government of the United States of America.

In the interest of facilitating and increasing the participation of private enterprise in furthering the economic development of Sierra Leone, the Government of the United States of America is prepared to issue investment guaranties providing such coverage as may be authorized by the applicable United States legislation for appropriate investments in activities approved by your Government provided that your Government agrees that the undertakings between our respective Governments contained in the above-mentioned agreement will be applicable to such guaranties.

Upon receipt of a note from Your Excellency indicating that the foregoing is acceptable to the Government of Sierra Leone and that such undertakings shall apply, the Government of the United States of America will consider that this note and your reply thereto constitute an Agreement between our two Governments on this subject, the Agreement to enter into force on the date of your note in reply.

¹ TIAS 4759; 12 UST 619.

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

A. S. J. CARNAHAN

Enclosures: [¹]

Extracts from Public Laws 87-195
and 87-565

His Excellency

JOHN KAREFA-SMART,
Minister of External Affairs,
Freetown.

*The Sierra Leonean Acting Minister of External Affairs to the
American Chargé d'Affaires ad interim*

UNITY FREEDOM JUSTICE

THE MINISTRY OF EXTERNAL AFFAIRS,
SLATER TERRACE,
FREETOWN,
SIERRA LEONE

When replying, please quote:

Ref. No. Conf. 15393/T

13th November, 1963.

SIR,

I have the honour to refer to your Note No. 75 dated 28th December, 1962 and to the agreement between our two Governments relating to investment guarantees which may be issued by the Government of the United States of America for investments in activities in Sierra Leone and to confirm that the Government of Sierra Leone agrees that the undertakings between our respective Governments contained in the above-mentioned agreement will be applicable to such guarantees.

It is also agreed that your Note under reference and this reply thereto constitute an Agreement between our two Governments on the subject, and will enter into force on the date of this Note.

Accept Sir, the renewed assurances of my highest consideration.

A. H. KABIA

(Abdul Hamid Kabia)
Acting Minister of External Affairs.

THE CHARGÉ D'AFFAIRES a.i.

Embassy of the United States of America,
Freetown.

¹ Not printed.

BRAZIL

Agricultural Commodities

*Agreement signed at Rio de Janeiro September 11, 1963;
Entered into force September 11, 1963.
With agreed minutes and exchanges of notes.*

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

The Government of the United States of America and the Government of the United States of Brazil:

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

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

Considering that the cruzeiros accruing from such purchase will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to Brazil pursuant to Title I of the Agricultural Trade Development and Assistance Act, [1] as amended, (hereinafter referred to as the Act) and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

ARTICLE I

SALES FOR CRUZEIROS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of Brazil of purchase

¹ 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for cruzeiros to purchasers authorized by the Government of Brazil of the following agricultural commodities in the amounts indicated:

Commodity	Export Market Value
Wheat, including flour	\$82.7 million
Ocean transportation (estimated)	\$11.7 million
	<hr/> \$94.4 million

2. Applications for purchase authorizations for \$20.0 million wheat and certain ocean transportation costs will be made within 90 days after the effective date of this Agreement.

3. The amount for Calendar Year 1964 will be determined on the basis of an annual review to be made by the two Governments prior to the beginning of the calendar year. The review shall take into account the United States stock position of each commodity, usual marketings, changes in Brazil's production, consumption, stocks, imports and exports of these and related commodities, storage facilities and other matters. Applications for purchase authorizations for the Calendar Year 1964 will be made within 90 days from the date of conclusion of such annual review.

4. Applications for purchase authorization for any additional commodities or amounts of commodities provided for in any amendment to this Agreement will be made within 90 days after the effective date of such amendment.

5. 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

USES OF CRUZEIROS

The cruzeiros accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the proportion shown:

- a) For United States expenditures under subsection (a), (b), (c), (f), and (h) through (s) of Section 104 of the Act, or under any of such subsections twenty (20) per cent of the cruzeiros deposited pursuant to Article III below.
- b) For grants to the Government of Brazil under Section 104 (e) of the Act for financing such economic development projects,

primarily in the Northeast of Brazil, as may from time to time be mutually agreed, twenty (20) per cent of the cruzeiros accruing pursuant to this Agreement.

c) For loans to the Government of Brazil through the "Banco Nacional do Desenvolvimento Econômico", the "Superintendência do Desenvolvimento do Nordeste", or such other entities as may be mutually agreed, to assist in financing economic or social development projects or purposes under procedures to be agreed upon by the two Governments in one or more separate credit agreements sixty (60) per cent of the cruzeiros accruing pursuant to this agreement. A portion of the cruzeiros set aside under this subsection equivalent to not less than ten (10) per cent of the total cruzeiros accruing pursuant to this Agreement shall be reserved for relending by the Government of Brazil to private enterprise under procedures to be agreed on by the two Governments.

d) For use by the Government of the United States of America for any purposes authorized by Section 104 of the Act, cruzeiros set aside for grants and loans under (b) and (c) above in the event that they are not disbursed from the "special account" of the Government of the United States of America in the Banco do Brasil, referred to in paragraph 2 of Article III below, within four (4) years from the date of this Agreement.

ARTICLE III

DEPOSIT OF CRUZEIROS

1. The amount of cruzeiros to be deposited to the account of the United States of America shall be the equivalent of the dollar sales value of the commodities and ocean transportation costs reimbursed or financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) converted into cruzeiros as follows:

- a) at the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursements by the United States of America provided that a unitary exchange rate applying to all foreign exchange transactions is maintained by the Government of Brazil, or
- b) if more than one legal rate for foreign exchange transactions exists, the rate of exchange shall be mutually agreed upon from time to time between the Government of the United States of America and the Government of Brazil.

2. The Government of Brazil shall provide for the deposit of the cruzeiro equivalent of the dollar disbursements by the Government of the United States of America for payment of the transactions concerned in a "special account" of the Government of the United States

of America in the Banco do Brasil. The cruzeiros constituting the twenty (20) per cent specified in Article II (a) may, at the option of the Government of the United States of America, be withdrawn at any time from the special account in the Banco do Brasil.

3. In the event that a subsequent Agricultural Commodities Agreement or Agreements should be signed by the two Governments under the Act, any refunds of cruzeiros which may be due or become due under this Agreement more than three years from the effective date of this Agreement would be made by the Government of the United States of America from funds available from the most recent Agricultural Commodities Agreement in effect at the time of the refund.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Government of Brazil will take all possible measures to prevent the resale 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, transshipment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities purchased pursuant to this Agreement during the period beginning on the date of this Agreement and ending with the final date on which such commodities are received and utilized (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this Agreement does not result in increased availability of the same or like commodities to nations unfriendly to the United States of America.

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

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

4. The Government of Brazil will furnish, upon request of the Government of the United States of America, information on the progress of the program, particularly with respect to the arrival and condition of commodities and the provisions for the maintenance of usual marketings, and information relating to exports of the same or like commodities.

ARTICLE VCONSULTATION

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

ARTICLE VIENTRY INTO FORCE

The Agreement shall enter into force upon signature.

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

Done at Rio de Janeiro, in duplicate, in the English and Portuguese languages, this 11th day of September, 1963.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

LINCOLN GORDON

FOR THE GOVERNMENT OF
BRAZIL:

JOÃO AUGUSTO DE ARAUJO CASTRO

**ACÔRDO SÔBRE PRODUTOS AGRÍCOLAS ENTRE O GOVÉRNO
DOS ESTADOS UNIDOS DA AMÉRICA E O GOVÉRNO DOS
ESTADOS UNIDOS DO BRASIL NOS TÉRMOS DO TÍTULO
I DA LEI DE FOMENTO E ASSISTÊNCIA AO COMÉRCIO
DE PRODUTOS AGRÍCOLAS, E SUAS EMENDAS**

O Govêrno dos Estados Unidos da América e o Govêrno dos Estados Unidos do Brasil,

Reconhecendo a conveniência de expandir o comércio de produtos agrícolas entre os dois países e com outras nações amigas, sem deslocar os mercados normais dos Estados Unidos da América para êsses produtos ou pertubar indevidamente os preços internacionais dos produtos agrícolas ou o quadro normal de comércio com os países amigos;

Considerando que a compra em cruzeiros de produtos agrícolas dos Estados Unidos da América contribuirá para a referida expansão do comércio;

Considerando que os cruzeiros provenientes das aquisições acima serão utilizados de forma a beneficiar ambos os países;

Desejando estabelecer as normas que regularão a venda de produtos agrícolas ao Brasil, conforme especificado abaixo, nos têrmos do

Título I da Lei de Fomento e Assistência ao Comércio de Produtos Agrícolas, com suas emendas (doravante, nêste instrumento, denominada a Lei), assim como as medidas que os dois Governos adotarão individual e conjuntamente para promover a expansão do comércio dos referidos produtos,

Acordaram o seguinte:

ARTIGO I

VENDAS EM CRUZEIROS

1. Mediante a emissão de autorização de compra pelo Governo dos Estados Unidos da América, e sua aceitação pelo Governo dos Estados Unidos do Brasil, e observadas as disponibilidades dos produtos previstos na Lei, por ocasião da exportação, o Governo dos Estados Unidos da América se compromete a financiar a venda em cruzeiros, a compradores autorizados pelo Governo do Brasil, dos seguintes produtos agrícolas, nos valores indicados:

<u>Produto</u>	<u>Valor de mercado da exportação</u>
Trigo, inclusive farinha	US\$ 82,7 milhões
Transporte marítimo (estimado)	US\$ 11,7 "
	US\$ 94,4 milhões

2. Os requerimentos de autorização de compra para o equivalente a US\$ 20,0 milhões de trigo e de certas despesas de frete marítimo serão feitos dentro de 90 (noventa) dias da data em que o presente Acordo entrar em vigor.

3. O volume a ser destinado ao ano calendário 1964 será fixado na base da revisão anual a que procederão os dois Governos antes do início do ano calendário. Na revisão serão levados em conta a posição dos estoques de cada produto nos Estados Unidos, as transações normais, alterações da produção brasileira, o consumo, os estoques, as importações e as exportações desses produtos e de outros, com êles relacionados, as facilidades de armazenagem e outros aspectos. Os requerimentos de autorização de compra para o ano calendário de 1964 serão feitos dentro de noventa (90) dias da data da conclusão da revisão anual acima referida.

4. Os requerimentos de autorização de compra de outros produtos ou de quantidades adicionais de produtos previstos em quaisquer emendas ao presente Acordo serão feitos dentro de noventa (90) dias da data em que entrem em vigor tais emendas.

5. O financiamento, venda e entrega dos produtos mencionados no presente Acordo poderão ser suspensos por qualquer um dos Governos contratantes, desde que esse Governo considere que, em virtude de uma mudança de condições, a continuação de tal financiamento, venda ou entrega é desnecessária ou indesejável.

ARTIGO II
UTILIZAÇÃO DOS CRUZEIROS

Os cruzeiros que couberem ao Governo dos Estados Unidos da América pelas vendas feitas nos termos do presente Acordo serão utilizados pelo Governo dos Estados Unidos da América, na forma e ordem de prioridade que este determinar, para as seguintes finalidades e nas proporções indicadas:

- a) Para a cobertura de despesas dos Estados Unidos da América, nos termos dos sub-parágrafos (a), (b), (c), (f) e (h) até (s) do Artigo 104 da Lei, ou nos termos de qualquer desses sub-parágrafos, vinte (20) por cento dos cruzeiros depositados de conformidade com o Artigo III abaixo;
- b) Para doações ao Governo do Brasil, segundo o sub-parágrafo (e) do Artigo 104 da Lei, para financiamento de projetos de fomento ao desenvolvimento econômico, preferencialmente no Nordeste do Brasil, de conformidade com o que periódica e mútuamente for acordado, vinte (20) por cento dos cruzeiros gerados de conformidade com o presente Acordo;
- c) Para empréstimo, ao Governo do Brasil, através do Banco Nacional do Desenvolvimento Econômico, da Superintendência do Desenvolvimento do Nordeste, ou de outras entidades, de comum acordo escolhidas, para auxiliar o financiamento de projetos ou objetivos de desenvolvimento econômico ou social, segundo normas a serem acordadas pelos dois Governos em um ou mais Acordos de crédito, em separado, sessenta (60) por cento dos cruzeiros produzidos pelo presente Acordo. Uma parcela de cruzeiros, reservada nos termos deste parágrafo e correspondente a dez (10) por cento, no mínimo, do total em cruzeiros gerados pelo presente Acordo, será destinada a empréstimos pelo Governo do Brasil a empresas privadas, nas condições a serem acertadas entre os dois Governos;
- d) Para utilização pelo Governo dos Estados Unidos da América, em quaisquer das finalidades autorizadas pelo Artigo 104 da Lei, os cruzeiros reservados a doações e empréstimos nos termos dos parágrafos (b) e (c) acima, se os mesmos não forem desembolsados da "Conta Especial" do Governo dos Estados Unidos da América no Banco do Brasil, mencionada no parágrafo 2 do Artigo III abaixo, dentro de quatro (4) anos da data do presente Acordo.

ARTIGO III
DEPÓSITOS EM CRUZEIROS

1. O montante em cruzeiros a ser depositado na conta dos Estados Unidos da América, deverá ser equivalente ao valor em dólar das

vendas dos produtos e das despesas de fretes marítimos, reembolsados ou financiados pelo Governo dos Estados Unidos da América (excluídos quaisquer custos adicionais decorrentes do requisito de que sejam utilizados navios de bandeira dos Estados Unidos da América), fazendo-se a conversão em cruzeiros na seguinte forma:

- a) à taxa vigorante para o dólar aplicável às transações comerciais de importação na data dos desembolsos em dólar efetuados pelo Governo dos Estados Unidos da América, sempre que uma taxa única de câmbio seja aplicada às transações cambiais com o exterior pelo Governo do Brasil; ou
- b) se mais de uma taxa legal fôr aplicada às transações cambiais com o estrangeiro, a taxa de câmbio a ser aplicada será mútuamente acordada, de tempos em tempos, entre o Governo do Brasil e o Governo dos Estados Unidos da América.

2. O Governo do Brasil providenciará o depósito dos cruzeiros equivalentes aos dólares desembolsados pelo Governo dos Estados Unidos da América, em pagamento da transação correspondente, em uma "Conta Especial" do Governo dos Estados Unidos da América no Banco do Brasil. Os cruzeiros que constituem os vinte (20) por cento especificados no parágrafo (a) do Artigo II acima, podem, por opção do Governo dos Estados Unidos da América, ser retirados a qualquer tempo dessa "Conta Especial" no Banco do Brasil.

3. Na eventualidade de que um ou mais acôrdos subsequentes sobre produtos agrícolas sejam firmados pelos dois Governos nos termos da Lei, os reembolsos em cruzeiros que fôrem ou venham a tornar-se devidos por força do presente Acordo, mais de três anos após sua entrada em vigor, serão efetuados pelo Governo dos Estados Unidos da América com fundos de acôrdo mais recente sobre produtos agrícolas que estiver vigorando à época do reembolso.

ARTIGO IV

OBRIGAÇÕES GERAIS

1. O Governo do Brasil tomará tôdas as medidas ao seu alcance para impedir a revenda ou transbordo para outros países, ou utilização para fins que não sejam de consumo interno dos produtos agrícolas objeto do presente Acôrdo (exceto quando tal revenda, transbordo ou utilização seja especificamente aprovado pelo Governo dos Estados Unidos da América); impedir a exportação de qualquer produto de proveniência doméstica ou externa que seja igual ou equivalente aos produtos objeto do presente Acôrdo, durante o período que vai da data de entrada em vigor do presente Acôrdo até a data limite válida para o recebimento e uso de tais produtos (exceto nos casos em que

tal exportação fôr especificamente aprovada pelo Governo dos Estados Unidos da América); assim como para assegurar que a compra dos referidos produtos não redunde em maiores disponibilidades dos mesmos, ou de outros produtos semelhantes, para países cujas relações com os Estados Unidos da América não sejam amistosas.

2. Os dois Governos tomarão as precauções razoáveis para assegurar que as vendas ou compras de excedentes agrícolas, nos termos do presente Acôrdo, não desloquem os mercados normais dos Estados Unidos da América para êsses produtos, nem perturbem indevidamente os preços internacionais dos produtos agrícolas ou os quadros normais de comércio com países amigos.

3. Na execução do presente Acôrdo os dois Governos procurarão assegurar a existência de condições de comércio que tornem possível ao comércio privado o exercício efetivo de suas atividades e esforçar-se-ão por promover e estimular a procura de produtos agrícolas.

4. O Governo do Brasil fornecerá, a pedido do Governo dos Estados Unidos da América, informações sobre a execução do programa, particularmente as referentes à chegada e condições de recebimento dos referidos produtos, assim como as medidas adotadas para a manutenção do intercâmbio com os seus fornecedores habituais, e informações sobre as exportações de mercadorias iguais ou semelhantes.

ARTIGO V

CONSULTA

Os dois Govêrnos, a pedido de um deles, consultar-se-ão sobre qualquer assunto referente à execução do presente Acôrdo ou à implementação dos dispositivos nêle contidos.

ARTIGO VI

VIGÊNCIA

O presente Acôrdo entrará em vigor na data de sua assinatura.

EM FÉ DO QUE, os representantes dos dois Govêrnos, devidamente autorizados, assinam o presente Acôrdo.

FEITO no Rio de Janeiro, em dois exemplares, nas línguas inglêsa e portuguêsa, aos onze dias do mês de setembro de mil novecentos e sessenta e três.

PELO GOVÊRNO DOS ESTADOS
UNIDOS DA AMÉRICA:

LINCOLN GORDON

PELO GOVÊRNO DOS ESTADOS
UNIDOS DO BRASIL:

JOÃO AUGUSTO DE ARAUJO CASTRO

**AGREED OFFICIAL MINUTES WITH REFERENCE TO THE AGRICULTURAL COMMODITIES AGREEMENT SIGNED SEPTEMBER 11, 1963
BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF BRAZIL UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED**

Pursuant to discussions held by representatives of the Government of the United States of America and the Government of the United States of Brazil during the negotiation of the above-mentioned Agreement, it is understood that:

1. With reference to Article I (1) of the Agreement, if the financing provided for in the Agreement should be insufficient to finance 1.3 million metric tons of wheat, enough additional financing will be added by amendment of the Agreement to cover that quantity.
2. There will be made on or about July 1, 1964 at the request of either Government a further review of the type and scope provided for in Article I, (3) of the Agreement.
3. Recognizing that the Government of Brazil may require additional quantities of such commodities in 1965 and subsequent years, the Government of the United States will give consideration to any future request by the Government of Brazil for the sale of agricultural commodities under Title I of the Act, to the extent that the desired commodities are available for such sale, that mutual agreement can be reached as to the terms of such sale and the uses of the local currency thereunder, and that it is established that such sale does not interfere with traditional sales to Brazil by other friendly supplying countries.
4. With reference to the notes exchanged today on the rate of exchange to be applicable to deposits under the Agreement, the Government of the United States of America reserves the right to suspend deliveries under the Agreement whenever a change in the exchange system takes place.
5. With reference to the cruzeiros to be deposited in the Bank of Brazil pursuant to Article III of the Agreement, the Government of the United States of America may, until the time such funds are withdrawn from the account in the Bank of Brazil pursuant to the terms of the Agreement, manage all of such funds in the same manner as other private commercial depositors having accounts of similar size and nature in the Bank of Brazil and may maintain such funds in its discretion in any of the various types of accounts generally made available to such depositors by the Bank of Brazil. The Government of the United States of America shall receive the same rate of interest on such funds as is paid such private commercial depositors by the Bank of Brazil. Such interest shall accrue from the time a deposit is due as prescribed in the applicable procurement authorization. Such interest payments may be withdrawn from the Bank of Brazil at any time at the option of the Government of the United States of America.

Rio de Janeiro, this eleventh day of September of the year nineteen hundred and sixty-three.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:
LINCOLN GORDON

FOR THE GOVERNMENT OF THE UNITED STATES OF BRAZIL:
JOÃO AUGUSTO DE ARAUJO CASTRO

ATA OFICIAL APROVADA E RELATIVA AO ACÔRDO SÔBRE PRODUTOS AGRÍCOLAS ENTRE O GOVÉRNO DOS ESTADOS UNIDOS DA AMÉRICA E O GOVÉRNO DOS ESTADOS UNIDOS DO BRASIL, NOS TÊRMOS DO TÍTULO I DA LEI DE FOMENTO E ASSISTÊNCIA AO COMÉRCIO DE PRODUTOS AGRÍCOLAS, E SUAS EMENDAS, ASSINADO EM 11 DE SETEMBRO DE 1963

Nos termos das conversações havidas entre os representantes do Governo dos Estados Unidos da América e do Governo dos Estados Unidos do Brasil, durante as negociações para o Acordo acima referido, fica entendido que:

1. Com referência ao Artigo I (1) do Acordo, se o financiamento a ser provido pelo Acordo fôr insuficiente para financiar 1.300.000 (um milhão e trezentas mil) toneladas métricas de trigo, será adicionado o financiamento necessário para pagar por tal quantidade, em emenda ao Acordo.
2. A pedido de um dos dois Governos, proceder-se-á, a partir de 1º de julho de 1964, a uma nova revisão, da mesma natureza e com os mesmos objetivos da contemplada no artigo I, (3) do Acordo.
3. Reconhecendo que o Governo brasileiro possa necessitar de quantidades adicionais de produtos agrícolas em 1965 e nos anos subsequentes, o Governo dos Estados Unidos da América tomará em consideração qualquer pedido futuro do Governo do Brasil para a venda de produtos agrícolas nos termos do Título I da Lei, desde que haja disponibilidade para tal venda dos produtos desejados, que se possa chegar a acordo mútuo sobre as condições dessa venda e sobre a utilização da moeda local nela compreendida, e desde que fique estabelecido que essa venda não interferirá com as tradicionalmente efetuadas por outras nações amigas fornecedoras do Brasil.
4. Com referência às Notas trocadas hoje sobre a taxa de câmbio aplicada aos depósitos feitos de conformidade com o Acordo, o Governo dos Estados Unidos da América se reserva o direito de suspender as entregas nos termos do Acordo, sempre que houver modificação no sistema cambial.

5. Com referência aos cruzeiros a serem depositados no Banco do Brasil, de conformidade com o Artigo III do Acôrdo, o Govêrno dos Estados Unidos da América poderá administrar todos êsses fundos, até que sejam retirados da conta no Banco do Brasil, de conformidade com os térmos do Acôrdo, de maneira igual à estabelecida para depositantes comerciais particulares que possuam contas de magnitude e natureza similares no Banco do Brasil, assim como poderá manter tais fundos, ao seu arbítrio, em quaisquer dos vários tipos de contas que se achem em geral à disposição de tais depositantes no Banco do Brasil. O Govêrno dos Estados Unidos da América deverá receber a mesma taxa de juros sobre o depósito dêsses fundos que é paga pelo Banco do Brasil aos seus depositantes comerciais particulares. Tais juros serão contados a partir da data em que o depósito é devido, na forma prescrita na autorização de compra que lhe seja aplicável. O pagamento de tais juros poderá ser retirado do Banco do Brasil a qualquer tempo, à opção do Govêrno dos Estados Unidos da América.

Rio de Janeiro, aos onze dias do mês de setembro do ano de mil novecentos e sessenta e três.

PELO GOVÊRNO DOS ESTADOS UNIDOS DA AMÉRICA:

LINCOLN GORDON

PELO GOVÊRNO DOS ESTADOS UNIDOS DO BRASIL:

JOÃO AUGUSTO DE ARAUJO CASTRO

[EXCHANGES OF NOTES]

No. 234

RIO DE JANEIRO, September 11, 1963

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of Brazil signed today.

I wish to confirm my Government's understanding that imports of wheat under Title I of the Act shall be over and above usual commercial imports from free world sources, including the United States of America, of a minimum of one million (1,000,000) metric tons of wheat each year for calendar year 1963 and calendar year 1964.

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

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

LINCOLN GORDON

His Excellency

Ambassador João AUGUSTO DE ARAUJO CASTRO,
Minister of Foreign Affairs,
Republic of the United States of Brazil,
Rio de Janeiro.

MINISTERIO DAS RELAÇÕES EXTERIORES
 DPB/DAS/DAI/197/811.(22)(00) Em 11 de setembro de 1963.

SENHOR EMBAIXADOR,

Tenho a honra de acusar o recebimento da nota de Vossa Excelência, de nº 234, datada de hoje, do seguinte teor:

“Tenho a honra de referir-me ao Acôrdo sobre Produtos Agrícolas hoje assinado, entre o Govêrno dos Estados Unidos da América e o Govêrno do Brasil.

Desejo confirmar o entendimento do meu Govêrno no sentido de que as importações de trigo, na conformidade do Título I da Lei, devem ser efetuadas sem prejuízo das importações comerciais normais provenientes de fontes supridoras do mundo livre, inclusive os Estados Unidos da América, de, no mínimo, um milhão (1.000.000) de toneladas métricas de trigo, em cada um dos anos calendários de 1963 e 1964.

Muito agradeceria a Vossa Excelência confirmar-me o entendimento acima referido.”

2. Em resposta, informo Vossa Excelência de que o Govêrno brasileiro concorda com o que acima precede.

Aproveito a oportunidade para renovar a Vossa Excelência os protestos da minha mais alta consideração.

João AUGUSTO DE ARAUJO CASTRO

A Sua Excelência o Senhor LINCOLN GORDON,
Embaixador dos Estados Unidos da América.

Translation

MINISTRY OF FOREIGN AFFAIRS

DPB/DAS/DAI/197/811.(22)(00)

September 11, 1963

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's note No. 234 of this date, which reads as follows:

[For the English language text of the note, see *ante*, p. 1680.]

2. In reply, I inform Your Excellency that the Brazilian Government agrees to the foregoing.

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

JOÃO AUGUSTO DE ARAUJO CASTRO

His Excellency

LINCOLN GORDON,

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

No. 235

RIO DE JANEIRO, September 11, 1963

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of Brazil signed today and to confirm my Government's understanding of the following agreement reached between representatives of our two Governments with respect to the second sentence of sub-paragraph (c) of Article II of that agreement which reserves a portion of the cruzeiros set aside for loans to the Government of Brazil for relending to private enterprises.

1. Not less than one-half of the cruzeiros available to the Government of Brazil for relending to private enterprise shall be reloaned to United States nationals in accordance with procedures to be agreed upon by the Agency for International Development and the Government of Brazil or its authorized agent.

2. If legislation is enacted in Brazil which prohibits the Government of Brazil or any of its entities from lending cruzeiros to United States nationals, that portion of the cruzeiros set aside for relending under such Article II (c) shall be retransferred to the Government of the United States of America for use by the Agency for International Development for lending to private investors in Brazil

under the provisions of subsection 104(e) of the Agricultural Trade Development and Assistance Act, as amended.

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

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

LINCOLN GORDON

His Excellency

Ambassador João AUGUSTO DE ARAUJO CASTRO,
Minister of Foreign Affairs,
Republic of the United States of Brazil,
Rio de Janeiro.

MINISTERIO DAS RELAÇÕES EXTERIORES

DPB/DAS/DAI/198/811.(22)(00)

Em 11 de setembro de 1963.

Senhor Embaixador,

Tenho a honra de acusar o recebimento da nota de Vossa Excelência, de nº 235, datada de hoje, do seguinte teor:

“Tenho a honra de referir-me ao Acôrdo sôbre Produtos Agrícolas, hoje assinado entre o Govêrno dos Estados Unidos da América e o Govêrno do Brasil, assim como de confirmar o entendimento de meu Govêrno sôbre o seguinte acôrdo a que chegaram os representantes dos nossos dois Governos com respeito ao segundo período da alínea (c) do Artigo II dêsse Acôrdo, a qual reserva uma parte dos cruzeiros destinados a empréstimos ao Govêrno do Brasil para reemprestimo a empresas privadas:

1. Pelo menos a metade dos cruzeiros tornados disponíveis ao Govêrno do Brasil, para empréstimo a empresas privadas, deverá ser reemprestada a nacionais dos Estados Unidos da América, na forma a ser acordada entre a Agência para o Desenvolvimento Internacional e o Govêrno do Brasil ou seu agente autorizado.

2. Se a legislação brasileira vier a proibir o Govêrno do Brasil ou qualquer de suas entidades a emprestar cruzeiros a nacionais dos Estados Unidos da América, aquela parte dos cruzeiros destinada a reemprestimos, de conformidade com o Artigo II (c), será transferida ao Govêrno dos Estados Unidos da América, para utilização pela Agência para o Desenvolvimento Internacional, para empréstimo a investidores privados no Brasil, de acordo com as disposições do subparágrafo 104 (e) da Lei de Fomento do Comércio de Produtos Agrícolas e Assistência, e suas emendas.

Muito agradeceria a Vossa Excelênciia confirmar-me o entendimento acima referido.”

2. Em resposta, informo Vossa Excelênciia de que o Govêrno brasileiro concorda com o que acima precede.

Aproveito a oportunidade para renovar a Vossa Excelência os protestos da minha mais alta consideração.

JOÃO AUGUSTO DE ARAUJO CASTRO

A Sua Excelência o Senhor LINCOLN GORDON,
Embaixador dos Estados Unidos da América.

Translation

MINISTRY OF FOREIGN AFFAIRS

DPA/DAS/DAI/198/811.(22)(00)

September 11, 1963

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's note No. 235 of this date, which reads as follows:

[For the English language text of the note, see *ante*, p. 1682.]

2. In reply, I inform Your Excellency that the Brazilian Government agrees to the foregoing.

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

JOÃO AUGUSTO DE ARAUJO CASTRO

His Excellency

LINCOLN GORDON,

*Ambassador of the
United States of America.*

No. 236

RIO DE JANEIRO, September 11, 1963

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of Brazil signed today and to state that the understanding of my Government regarding the conversion of cruzeiros into other currencies and certain other matters relating to the use of cruzeiros accruing under the Agreement by the Government of the United States of America is as follows:

With regard to the conversion of cruzeiros into other currencies and to certain other matters relating to the use of cruzeiros accruing under the subject Agreement by the Government of the United States of America:

(1) Upon request of the Government of the United States of America, the Government of Brazil will provide facilities for conversion of two percent of the cruzeiros accruing from sales under this Agreement into other currencies for financing agricultural market development activities in other countries under Section 104(a) of the Act and, in addition, for the conversion of the cruzeiro equivalent of up to 2,000,000 dollars into other non-dollar currencies for financing international educational exchange activities under Section 104(h) of the Act.

(2) The Government of the United States of America may utilize cruzeiros in Brazil to pay for international travel originating in Brazil, or originating outside Brazil when the travel, including connecting travel, is to or through Brazil, and for air travel within the United States of America or other areas outside Brazil when the travel is part of a trip in which the traveler travels from, to or through Brazil. 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 United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which cruzeiros may be utilized shall not be limited to services provided by Brazilian transportation facilities.

I shall appreciate receiving Your Excellency's confirmation that the foregoing also represents the understanding of the Government of Brazil.

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

LINCOLN GORDON

His Excellency

Ambassador JOÃO AUGUSTO DE ARAUJO CASTRO,
Minister of Foreign Affairs,
Republic of the United States of Brazil,
Rio de Janeiro.

MINISTÉRIO DAS RELAÇÕES EXTERIORES

DPB/DAS/DAI/200/811.(22)(00)

Em 11 de setembro de 1963.

SENHOR EMBAIXADOR,

Tenho a honra de acusar o recebimento da nota de Vossa Exceléncia, de nº 236, datada de hoje, do seguinte teor:

"Tenho a honra de referir-me ao Acôrdo sobre Produtos Agrícolas, assinado hoje entre o Govêrno dos Estados Unidos da América e o Govêrno do Brasil e informar que o entendimento do meu Govêrno com relação à conversão de cruzeiros em outras moedas e a certos outros assuntos relativos à utilização dos cruzeiros,

gerados em decorrência do aludido Acôrdo, pelo Govêrno dos Estados Unidos da América, é o seguinte:

Com relação à conversão de cruzeiros em outras moedas e a certos outros assuntos relativos à utilização dos cruzeiros gerados em decorrência do aludido Acôrdo, pelo Govêrno dos Estados Unidos da América:

(1) A pedido do Govêrno dos Estados Unidos da América, o Govêrno do Brasil facilitará a conversão de 2 (dois) por cento dos cruzeiros produzidos pelas vendas contempladas nesse Acôrdo, em outras moedas, para financiamento do desenvolvimento do mercado de produtos agrícolas em outros países, de conformidade com o parágrafo (a) do Artigo 104 da Lei, e, em aditamento, a conversão do equivalente em cruzeiros a US\$2.000.000, no máximo, em outras moedas que não sejam dólar, para o financiamento de atividades de intercâmbio educacional internacional, de conformidade com o parágrafo (h) do Artigo 104 da Lei.

(2) O Govêrno dos Estados Unidos da América poderá utilizar cruzeiros, no Brasil, para pagamento de viagem internacional, originada no Brasil ou fora do Brasil, quando a viagem, inclusive a de conexão, fôr para o Brasil ou em trânsito pelo Brasil, e para viagem aérea nos Estados Unidos da América ou em outras regiões fora do Brasil, quando tal viagem fôr parte de outra em que o viajante venha do Brasil, a êle se destine ou passe por êle em trânsito. Fica entendido que tais fundos se destinam a cobrir sómente viagens de pessoas que estejam viajando em missão oficial para o Govêrno dos Estados Unidos da América ou em conexão com atividades finanziadas pelo Govêrno dos Estados Unidos da América. Fica entendido, ainda, que as viagens, para as quais cruzeiros possam ser utilizados, não se limitarão aos meios brasileiros de transporte.

Muito agradeceria a Vossa Excelênciia confirmar-me o entendimento acima referido."

2. Em resposta, informo Vossa Excelênciia de que o Govêrno brasileiro concorda com o que acima precede.

Aproveito a oportunidade para renovar a Vossa Excelênciia os protestos da minha mais alta consideração.

JOÃO AUGUSTO DE ARAUJO CASTRO.

A Sua Excelênciia o Senhor LINCOLN GORDON,
Embaixador dos Estados Unidos da América.

Translation

MINISTRY OF FOREIGN AFFAIRS

DPB/DAS/DAI/200/811.(22)(00)

September 11, 1963

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's note No. 236 of this date, which reads as follows:

[For the English language text of the note, see *ante*, p. 1684.]

2. In reply, I inform Your Excellency that the Brazilian Government agrees to the foregoing.

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

JOÃO AUGUSTO DE ARAUJO CASTRO

His Excellency

LINCOLN GORDON,

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

No. 237

RIO DE JANEIRO, September 11, 1963

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of Brazil, signed today, and in particular to Article III of that Agreement concerning the rate of exchange applicable to deposits of cruzeiros equivalent to (1) the dollar sales value of commodities to be purchased under the Agreement and (2) the ocean transportation costs financed by the Government of the United States of America.

On the basis of understandings reached in conversations between representatives of our two Governments, and taking into account Note No. DPB/DAS/196/811.(22)(00) of the Ministry of Foreign Affairs dated September 10, 1963, [1] it is the understanding of the Government of the United States of America that, pursuant to the provisions of Article III, deposits of cruzeiros under this Article will be made at the weighted average free (*livre*) market selling rate of the cruzeiro as quoted on the Stock Exchange at Rio de Janeiro on the date of dollar disbursements. In the event of a change in the exchange

¹ Not printed.

system of Brazil before the dollar disbursements referred to in Article III are completed, a new rate of exchange for deposits under Article III, to be applicable from the date of such change, will be determined by mutual agreement.

I shall appreciate receiving Your Excellency's confirmation of the foregoing understanding.

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

LINCOLN GORDON

His Excellency

Ambassador JOÃO AUGUSTO DE ARAUJO CASTRO,
Minister of Foreign Affairs,
Republic of the United States of Brazil,
Rio de Janeiro.

MINISTERIO DAS RELAÇÕES EXTERIORES

DPB/DAS/DAI/199/811.(22)(00)

Em 11 de setembro de 1963.

SENHOR AMBAIXADOR,

Tenho a honra de acusar o recebimento da nota de Vossa Excelência, de nº 237, datada de hoje, do seguinte teor:

"Tenho a honra de referir-me ao Acôrdo sobre Produtos Agrícolas, hoje assinado entre o Governo dos Estados Unidos da América e o Governo do Brasil, e, em particular ao Artigo III desse Acôrdo, relativo à taxa de câmbio aplicável aos depósitos em cruzeiros equivalentes (1) ao valor das vendas em dólares dos produtos a serem comprados nos termos do Acôrdo, e (2) ao custo do transporte oceânico, financiado pelo Governo dos Estados Unidos da América.

À base do entendimento a que chegaram as conversações havidas entre representantes dos nossos dois Governos, bem como dos termos da Nota do Ministério das Relações Exteriores, de nº 196, datada de 10 de setembro de 1963, é a compreensão do Governo dos Estados Unidos da América que, de conformidade com o Artigo III, os depósitos em cruzeiros, efetuados de acordo com o Artigo citado, serão feitos à média ponderada da taxa de venda do cruzeiro no mercado livre de câmbio, como aferida pela Bolsa de Valores do Rio de Janeiro na data dos desembolsos em dólar. Na eventualidade de uma modificação no sistema cambial brasileiro, antes que tenham sido efetuados os desembolsos em dólar referidos no Artigo III, a nova taxa de câmbio para depósitos efetuados na conformidade do Artigo III e aplicável a partir da data desta modificação, será determinada por acordo mútuo.

Muito agradeceria a Vossa Excelência confirmar-me o entendimento acima referido."

2. Em resposta, informo Vossa Excelência de que o Governo brasileiro concorda com o que acima precede.

Aproveito a oportunidade para renovar a Vossa Excelência os protestos da minha mais alta consideração.

JOÃO AUGUSTO DE ARAUJO CASTRO

A Sua Excelência o Senhor LINCOLN GORDON,
Embaixador dos Estados Unidos da América.

Translation

MINISTRY OF FOREIGN AFFAIRS

DPB/DAS/DAI/199/811.(22)(00)

September 11, 1963

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's note No. 237 of this date, which reads as follows:

[For the English language text of the note, see *ante*, p. 1687.]

2. In reply, I inform Your Excellency that the Brazilian Government agrees to the foregoing.

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

JOÃO AUGUSTO DE ARAUJO CASTRO

His Excellency

LINCOLN GORDON,

Ambassador of the

United States of America.

MULTILATERAL

Whaling

Amendments to the Schedule to the International Whaling Convention signed at Washington on December 2, 1946.

Adopted at the Fifteenth Meeting of the International Whaling Commission, London, July 5, 1963;

Entered into force October 9, 1963.

INTERNATIONAL WHALING COMMISSION
EAST BLOCK, WHITEHALL PLACE, LONDON, S.W.1

Telephone : TRAFALGAR 7711 (Extension 383)

Chairman: M. N. SUKHORUCHENKO (U.S.S.R.) Vice-Chairman: H. GARDNER (U.K.)

Secretary: R. S. WIMPENNY

A.S.XV.

10TH OCTOBER, 1963

Circular Communication to all Contracting Governments

International Whaling Convention, 1946

Amendments of Schedule

The Secretary refers to his letter of 10th July, 1963^[1] about the amendments to the Schedule to the International Whaling Convention, 1946^[2] which the Commission made at the Fifteenth Meeting.

No objections to the amendments were received from Contracting Governments within the 90 day period which ended at midnight on 8th October, 1963. In accordance with Article V(3) of the Convention the amendments which for convenience are repeated overleaf became binding on all Contracting Governments as from 9th October, 1963.

The Secretary requests an acknowledgement of receipt of this letter, a copy of which is being sent to all Commissioners.

¹ Not printed.

² TIAS 1849; 62 Stat. (pt. 2) 1723.

The Schedule amendments made at the Fifteenth Meeting

- Paragraph 1(a) :** Insert the following words at the end of the first sentence "and also such observers as the member countries engaged in the Antarctic pelagic whaling may arrange to place on each other's factory ships".
- Paragraph 5 :** For the existing sentence in brackets substitute the following sentence "This paragraph as a result of a decision of the Fourteenth Meeting was rendered inoperative until the Commission otherwise decides".
- Paragraph 6(2) (a) :** Delete (a) : Delete all the words in the second and third lines and substitute the words "of the Equator".
- Paragraph 6(2) (b) :** Delete.
- Paragraph 6(3) (a) :** Delete (a). Delete the existing wording and substitute the words "It is forbidden to kill or attempt to kill blue whales in the waters south of 40° south latitude, except in the waters north of 55° south latitude from 0° eastwards to 80° east longitude".
- Paragraph 6(3) (b) :** Delete.
- Paragraph 8(a) :** Delete the words "fifteen thousand blue-whale units in 1962/63 or in any subsequent season" and insert the words "ten thousand blue-whale units in 1963/64".
- Paragraph 8(c) :** Delete the figure 13,500 and insert 9,000.

MALAGASY REPUBLIC

Tracking Stations

*Agreement effected by exchange of notes
Signed at Tananarive October 7, 1963;
Entered into force October 7, 1963.*

*The American Ambassador to the Acting Minister of Foreign Affairs of
the Malagasy Republic*

EMBASSY OF THE
UNITED STATES OF AMERICA
Tananarive, October 7, 1963

No. 82

EXCELLENCY:

I have the honor to refer to discussions between representatives of the Government of the United States of America and of the Government of the Malagasy Republic concerning a proposal that the Government of the United States be authorized to establish and operate a space vehicle tracking and communications station in Madagascar. The object of establishing such a station would be to facilitate the development of experimental space projects of a scientific character; to increase man's knowledge of his spatial environment and its effects; and to aid in the application of this knowledge to the direct benefit of man. It is proposed that the establishment and operation of the station would be carried out in accordance with the following provisions:

(1) The costs of constructing, installing, equipping, and operating the station shall be borne wholly by the Government of the United States.

(2) A. The Government of the Malagasy Republic shall use its best efforts to insure that land areas and rights-of-way required for the station shall be leased to the Government of the United States, which may obtain, in accordance with the law, and with the assistance of the Malagasy Government, the rights-of-way required for access, if necessary. The specific site or sites with their boundaries and ancillary rights required for the station shall be as agreed upon by the authorized representatives of the two governments. On the part of the Government of the United States, these shall be representatives of the National Aeronautics and Space Administration (hereinafter referred to as NASA). On the part of the Government

of the Malagasy Republic, these shall be such representatives as the Government of the Malagasy Republic may designate.

(2) B. Rental costs for the rights-of-way required for the station shall be borne by the Government of the United States.

(3) A. The station is intended to include equipment for telemetering, ground-to-spacecraft transmitters, spacecraft-to-ground receivers, and a receiver and transmitter for point-to-point communications. The importation of this equipment, the essential characteristics of which will be specified, shall be subject to the prior agreement of the Malagasy Government. Power for the station may be generated at the site by equipment installed as part of the station. Roads shall be constructed, as necessary, at the expense of the Government of the United States, to connect the station to the local road system.

(3) B. Communications to the station shall, to the maximum extent practicable, utilize existing domestic and international facilities. The Government of the Malagasy Republic authorizes the Government of the United States to operate the station's point-to-point communication to the extent that communication requirements cannot be met by domestic and international facilities. In that event, a lump-sum fee shall be fixed by mutual agreement.

(3) C. Equipment initially installed may be replaced or supplemented by additional equipment, as necessary, for the effective operation of the station, and under the importation conditions provided for in paragraph (3) A.

(4) A. Upon the request of the Government of the United States and subject to regulations of the International Telecommunications Union and applicable international and Malagasy radio regulations, the Government of the Malagasy Republic will authorize the use of the radio frequencies required for the purpose of the station after a study and a recommendation have been made by the Coordinating Committee on Telecommunications in Madagascar.

(4) B. Because an essential characteristic of the station will be its freedom from radio interference, the Government of the Malagasy Republic agrees to take such measures as may be necessary from time to time to maintain this freedom against the operation of radio interference producing devices which may, if introduced in proximity to the station, interfere with the effective operation of the station. The Government of the Malagasy Republic shall, upon the request of the Government of the United States, investigate any interference at the station and shall take all reasonable steps to eliminate the interference.

(4) C. All telecommunications operations by the station shall be conducted in accordance with applicable provisions of the radio regulations of the ITU and the telecommunications regulations of the Government of the Malagasy Republic so as not to cause interference with other authorized telecommunications services.

(5) Construction required at the station site shall be by a United States contractor who shall, to the maximum extent feasible, employ local subcontractors, if available, and local labor to perform the required work. Maximum use shall be made of materials and supplies

available locally. The Government of the Malagasy Republic shall, upon request, use its best efforts to assist the contractor in the local procurement of goods, materials, supplies and services required for the construction of the station and take the necessary steps to facilitate the admission into Madagascar of materials, equipment, supplies, goods or other property furnished by the Government of the United States for the purpose of the station. No tax, duty or charge of a fiscal character shall be levied or assessed on the said scientific or technical materials, equipment, and supplies, brought into and used in Madagascar or removed from Madagascar, the list of which shall be drawn up by mutual agreement.

(6) A. The United States Government shall retain ownership of any movable property provided by the United States Government, and it shall have the right of removing or disposing of such property at its own expense upon the termination of this agreement or sooner, provided 30 days written notice is given to the representatives of the Government of the Malagasy Republic. In the event of transfer of such property locally, the taxes and duties not levied at the time of importation shall become payable, except if such movable property is transferred to the Malagasy Government free of charge.

(6) B. Any site or other ground from which such materials, equipment or other property are removed shall, if the Government of the Malagasy Republic requires, be restored as far as possible by the Government of the United States to its condition at the date of its occupation by that Government before possession is given back to the owner thereof.

(7) The station shall be operated by NASA, either directly or through a United States civilian contractor. In either case, the director of the station shall be a civilian official of the Government of the United States in the person of a NASA representative. In addition to essential United States civilian technicians and specialists assigned by NASA or its contractor, qualified local personnel shall be utilized in connection with the operation and maintenance of the station to the maximum extent feasible.

(8) A. The Government of the Malagasy Republic shall take the necessary steps to facilitate the admission into Madagascar of such United States personnel as may be assigned to visit or participate in the operation of the facility. The personnel so assigned shall not exceed those necessary for the construction and effective operation of the station. The United States personnel shall be subject to the local regulations governing immigration, emigration and the residence of aliens in Madagascar. Furthermore, NASA and, should the case arise, its contractor and sub-contractors, shall be subject to the labor legislation provisions in effect in Madagascar.

(8) B. Personal effects of United States personnel (including contractor personnel) assigned to Madagascar in connection with the construction or operation of the station may be brought into and removed from Madagascar free of all taxes and duties to the extent that the regulations under ordinary law allow.

(9) A. Supplementary arrangements between NASA and such representatives of the Government of the Malagasy Republic as may be designated therefor under paragraph (2) A. hereof may be made as required. The purpose of such arrangements shall be to fix the terms and conditions for implementing this agreement.

(9) B. Any exceptional measures that NASA may consider necessary to ensure the efficient operation of its station and the implementation of its program must be submitted in advance to the Government of the Malagasy Republic for approval.

(9) C. Any person duly authorized by the Government of the Malagasy Republic, in agreement with the NASA representative, may have access to the station. Such access may, however, be temporarily limited in number of visits during the operational periods, prior notice of which must be given to the Government of the Malagasy Republic, both with respect to the schedule and the programs. The scientific observational data obtained by the station shall be made available to the Malagasy authorities as well as to the world scientific community.

(10) It is understood that to the extent the carrying out of this agreement will depend on funds appropriated by the Congress of the United States, it is subject to the availability of such funds.

(11) A. The Government of the United States anticipates that the station will be required for use until December 31, 1967. The Government of the Malagasy Republic agrees that the station may be operated in accordance with the provisions of the present agreement until that date, and thereafter, on the request of the Government of the United States, for such additional periods and on such terms as may be agreed upon by the two governments.

(11) B. Should changed conditions alter the requirements of the Government of the United States for the station at any time prior to December 31, 1967, that Government shall have the right to terminate its use of the station after appropriate advance notice to the Government of the Malagasy Republic of its intention to terminate use of the station.

If the foregoing provisions are acceptable to the Government of the Malagasy Republic, I have the honor to propose that this note and your reply to the effect shall constitute an agreement between the two Governments which shall enter into force on the date of the note in reply.

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

C. VAUGHAN FERGUSON, Jr.

His Excellency

CALVIN TSIEBO,

*Acting Minister of Foreign Affairs,
Vice-President of the Government,
Tananarive.*

*The Acting Minister of Foreign Affairs of the Malagasy Republic to the
American Ambassador*

REPOBLLIKA MALAGASY

Fahafahana Tanindrazana
Fandrosoana

TANANARIVE, le 7 Octobre 1963

EXCELLENCE,

J'ai l'honneur d'accuser réception de votre lettre datée du 7 Octobre 1963 ainsi conçue:

"Tananarive, le 7 Octobre 1963

"Excellence,

"J'ai l'honneur de me référer aux entretiens qui ont eu lieu entre les représentants du Gouvernement des Etats-Unis d'Amérique et du Gouvernement de la République Malgache, au sujet d'une proposition selon laquelle le Gouvernement des Etats-Unis serait autorisé à établir et à faire fonctionner une station de repérage des engins spatiaux et de communications à Madagascar. Le but de la création d'une telle station serait de faciliter la mise en oeuvre des projets spatiaux de nature expérimentale et scientifique, d'augmenter la connaissance humaine du milieu spatial et de ses effets, et de contribuer à l'application de ces connaissances dans l'intérêt direct de l'humanité. Il est proposé que l'installation et le fonctionnement de ladite station soient assurés conformément aux dispositions suivantes:

"1. Les frais relatifs à la construction, l'installation, l'équipement et le fonctionnement de la station seront entièrement supportés par le Gouvernement des Etats-Unis.

"2. (a) Le Gouvernement de la République Malgache emploiera tous ses efforts en vue d'assurer que les superficies nécessaires à la station seront données en location au Gouvernement des Etats-Unis qui pourra obtenir, conformément à la loi, et avec l'aide du Gouvernement Malgache les servitudes de passage nécessaires à l'accès, s'il y a lieu. L'emplacement, ou les emplacements déterminés et leurs limites et les droits auxiliaires requis pour l'établissement de la station seront fixés d'un commun accord par les représentants agréés des deux gouvernements. Pour le Gouvernement des Etats-Unis, ce seront les représentants de l'Administration Nationale de l'Aéronautique et de l'Espace (ci-après désignée par le sigle NASA). Pour le Gouvernement de la République Malgache, ce seront les représentants qu'aura désignés le Gouvernement de la République Malgache.

"2. (b) Les frais afférents au loyer des servitudes de passage requises pour la station seront à la charge du Gouvernement des Etats-Unis.

"3. (a) Il est prévu que la station comportera le matériel ci-après: appareils télemétriques, émetteurs sol-engin, récepteurs engin-sol, et un poste émetteur-récepteur pour les communications point à

point. L'importation de ce matériel, dont les caractéristiques essentielles seront précisées, est soumise à l'accord préalable du Gouvernement Malgache. L'énergie électrique nécessaire à la station pourra être fournie par une génératrice installée sur les lieux et faisant partie de la station. Des routes seront construites, selon les besoins, aux frais du Gouvernement des Etats-Unis, afin de relier la station au réseau routier local.

3. (b) Les communications destinées à la station seront acheminées, dans toute la mesure du possible, par la voie des installations nationales et internationales existantes. Le Gouvernement de la République Malgache autorise le Gouvernement des Etats-Unis à effectuer de la station les communications point à point, dans la mesure où les installations nationales et internationales ne seraient pas à même de pourvoir à ces besoins. Dans cette éventualité, une redevance forfaitaire est fixée d'un commun accord.

"3. (c) Le matériel installé à l'origine peut être remplacé ou complété par un matériel additionnel, selon les besoins afin d'assurer le fonctionnement efficace de la station et dans les conditions d'importation prévues au paragraphe 3(a).

"4. (a) A la requête du Gouvernement des Etats-Unis, et sous réserve des dispositions de l'Union Internationale des Télécommunications et des règlements internationaux et malgaches de radiocommunications en vigueur, le Gouvernement de la République Malgache autorisera l'utilisation des fréquences radio-électriques requises pour les besoins de la station, après examen et avis du Comité de Coordination des Télécommunications à Madagascar.

"4. (b) Attendu que l'une des caractéristiques essentielles de la station sera d'être libre de tout brouillage radioélectrique, le Gouvernement de la République Malgache convient de prendre de temps à autre toutes mesures qui s'avéreraient nécessaires afin de maintenir cette immunité contre l'emploi de dispositifs de brouillage radioélectrique qui, s'ils étaient utilisés à proximité de la station, pourraient faire obstacle au fonctionnement efficace de la station. A la requête du Gouvernement des Etats-Unis, le Gouvernement de la République Malgache effectuera une enquête au sujet de tout brouillage enregistré à la station et prendra toutes mesures utiles en vue d'éliminer ledit brouillage.

"4. (c) Toutes opérations de télécommunication entreprises par la station seront effectuées conformément aux dispositions prévues par les règlements des radiocommunications de l'U.I.T. et les règlements de télécommunications du Gouvernement de la République Malgache, de manière à ne pas faire obstacle aux autres services de télécommunication homologués.

5. La construction nécessaire sur l'emplacement de la station sera érigée par un entrepreneur des Etats-Unis qui, dans toute la mesure du possible, emploiera des sous-traitants locaux, à condition qu'ils soient disponibles, et de la main-d'oeuvre locale pour l'exécution des

travaux. Il sera fait un usage maximum des matériaux et des fournitures existant sur place. Le Gouvernement de la République Malgache, lorsqu'il en recevra la demande, fera tout son possible pour aider l'entrepreneur à se procurer sur place les produits, matériaux, fournitures et services nécessaires à la construction de la station, et, prendra toutes dispositions utiles pour faciliter l'entrée à Madagascar des matériaux, de l'équipement, des fournitures, des produits et autres biens fournis par le Gouvernement des Etats-Unis pour les besoins de la station. Aucun droit, taxe ou redevance à caractère fiscal ne sera imposé ou perçu sur lesdits matériaux, équipement, fournitures scientifiques ou techniques importés et utilisés à Madagascar ou exportés de Madagascar, dont la liste sera arrêtée d'un commun accord.

"6. (a) Le Gouvernement des Etats-Unis conservera son droit de propriété sur tous biens mobiliers fournis par le Gouvernement des Etats-Unis; ce dernier se réserve en outre le droit d'effectuer l'enlèvement desdits biens, ou d'en disposer, à ses frais, à la date d'expiration du présent accord ou avant cette date, à condition qu'un préavis de 30 jours en soit donné par écrit aux représentants du Gouvernement de la République Malgache. En cas de cession sur place, les droits et taxes non perçus lors de l'importation deviendront exigibles, sauf si le Gouvernement Malgache est cessionnaire de ces biens mobiliers à titre gratuit.

"6. (b) Tout emplacement ou tous lieux d'où seront enlevés lesdits matériaux, équipement ou autres biens seront, dans toute la mesure du possible, et si le Gouvernement de la République Malgache en exprime le désir, remis dans l'état où ils se trouvaient au moment de leur occupation par le Gouvernement des Etats-Unis, avant d'être restitués à leur propriétaire.

"7. Le fonctionnement de la station sera assuré par la NASA, soit directement, soit par l'intermédiaire d'un mandataire civil des Etats-Unis. Dans l'un ou l'autre cas, le directeur de la station sera un fonctionnaire civil du Gouvernement des Etats-Unis en la personne d'un représentant de la NASA. En plus des techniciens et des spécialistes civils Américains indispensables désignés par la NASA ou son mandataire, il sera fait emploi, dans toute la mesure du possible, d'un personnel local qualifié en vue d'assurer le fonctionnement et l'entretien de la station.

"8. (a) Le Gouvernement de la République Malgache prendra les dispositions nécessaires en vue de faciliter l'entrée à Madagascar de tout personnel des Etats-Unis qui serait désigné pour visiter la station ou assurer son fonctionnement. Le personnel ainsi désigné n'excédera pas le nombre nécessaire pour la construction et le fonctionnement efficace de la station. Le personnel des Etats-Unis sera soumis à la réglementation locale concernant l'immigration, l'émigration et les conditions de séjour des étrangers à Madagascar. Par ailleurs, la NASA et, éventuellement, son entrepreneur et les sous-traitants, sont soumis aux dispositions de la législation du travail en vigueur à Madagascar.

“8. (b) Les effets personnels du personnel des Etats-Unis (y compris le personnel des entrepreneurs) envoyés à Madagascar aux fins de la construction ou du fonctionnement de la station pourront être introduits à Madagascar et être enlevés exempts de tous impôts et droits dans la mesure où la réglementation de droit commun le permet.

“9. (a) Des arrangements complémentaires pourront être conclus en tant que de besoin entre la NASA et les représentants du Gouvernement de la République Malgache désignés en vertu du paragraphe 2(a) ci-dessus. Ces arrangements auront pour but de fixer les modalités d'application du présent accord.

“9. (b) Toutes mesures d'exception que la NASA jugerait utiles pour le bon fonctionnement de sa station et la réalisation de son programme devront être préalablement et obligatoirement soumises à l'agrément du Gouvernement Malgache.

“9. (c) Toute personne dûment habilitée par le Gouvernement Malgache, en accord avec le représentant de la NASA, pourra avoir accès à la station. Cet accès pourra, toutefois, être provisoirement limité en nombre durant les périodes opérationnelles qui devront être préalablement portées à la connaissance du Gouvernement Malgache, tant pour ce qui concerne le calendrier que les programmes. Les observations scientifiques obtenues par la station seront mises à la disposition des Autorités malgaches ainsi que de la Communauté scientifique mondiale.

“10. Il est entendu que l'exécution du présent accord dépendra de la disponibilité des fonds votés par le Congrès des Etats-Unis.

“11. (a) Le Gouvernement des Etats-Unis estime que le fonctionnement de la station sera nécessaire jusqu'au 31 Décembre 1967. Le Gouvernement de la République Malgache convient que la station pourra fonctionner conformément aux dispositions du présent accord jusqu'à la date précitée et, après cette date, sur la demande du Gouvernement des Etats-Unis, pour des périodes supplémentaires et selon les conditions dont les deux Gouvernements conviendront.

“11. (b) Si, par suite d'un changement de conditions, les besoins du Gouvernement des Etats-Unis, en ce qui concerne la station, se trouvaient modifiés à un moment quelconque avant le 31 Décembre 1967, ledit Gouvernement aura le droit de cesser d'utiliser la station après avoir dûment notifié d'avance le Gouvernement de la République Malgache de son intention de mettre fin à l'utilisation de la station.

“Si les dispositions ci-dessus rencontrent l'agrément du Gouvernement de la République Malgache, j'ai l'honneur de proposer que la présente note et votre réponse dans ce sens constituent un accord entre les deux Gouvernements, lequel entrera en vigueur à la date de la note contenant votre réponse.

“Veuillez agréer, Excellence, les assurances renouvelées de ma très haute considération.”

J'ai l'honneur de porter à votre connaissance que le Gouvernement Malgache marque son agrément aux dispositions contenues dans

la lettre ci-dessus. Celle-ci constitue, avec la présente réponse, un accord en bonne et due forme entre nos deux Gouvernements, étant entendu que le texte en langue anglaise et le texte en langue française font également foi.

Je saisirai cette occasion, Excellence, pour vous renouveler les assurances de ma très haute considération.

Le Vice-Président du Gouvernement,
Ministre des Affaires Etrangères
par intérim

TSIEBO

Calvin Tsiebo

Son Excellence Monsieur CHARLES VAUGHAN FERGUSON
Ambassadeur des Etats-Unis d'Amérique
— Tananarive —

Translation

MALAGASY REPUBLIC

Fahafahana Tanindrazana
Fandrosoana

TANANARIVE, October 7, 1963

EXCELLENCY:

I have the honor to acknowledge receipt of your note dated October 7, 1963, which reads as follows:

[For the English language text of the note, see *ante*, p. 1692.]

I have the honor to inform you that the Malagasy Government signifies its approval of the provisions contained in the foregoing note. That note constitutes, together with this reply, an agreement in good and due form between our two Governments, it being understood that the text in the English language and the text in the French language are equally authentic.

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

TSIEBO

Calvin Tsiebo
Vice President of the Government
Acting Minister of Foreign Affairs

His Excellency
CHARLES VAUGHAN FERGUSON,
Ambassador of the
United States of America,
Tananarive.

CANADA

Experimental Communications Satellites: Intercontinental Testing

*Agreement effected by exchange of notes
Signed at Washington August 13 and 23, 1963;
Entered into force August 23, 1963.*

The Canadian Chargé d'Affaires ad interim to the Secretary of State

CANADIAN EMBASSY

AMBASSADE DU CANADA

WASHINGTON, D.C.

No 439

August 13, 1963

SIR,

I have the honour to refer to a Memorandum of Understanding concerning the testing of experimental communications satellites, signed by representatives of the National Aeronautics and Space Administration and the Department of Transport on April 25, 1963 and April 4, 1963, respectively.

On the instructions of my Government, I have the honour to express the concurrence of the Canadian Government in this Memorandum, a copy of which is attached, and to propose that this Note and the Memorandum attached thereto, together with your reply, shall constitute an Agreement between our two Governments on this subject with effect from the date of your reply.

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

H. B. ROBINSON
Chargé d'affaires a.i.

The Honourable DEAN RUSK,
*Secretary of State,
Washington, D.C.*

MEMORANDUM OF UNDERSTANDING

The Department of Transport of the Government of Canada and the United States National Aeronautics and Space Administration (NASA), as cooperating agencies, intend to participate jointly in the testing of experimental communications satellites launched by NASA to the extent that such testing is technically feasible.

To facilitate such experimental testing, each cooperating agency agrees to provide a ground station to receive and/or transmit television and multichannel telephonic or telegraphic signals between the two stations and over other paths in the course of these tests. No exchange of funds between the two agencies is contemplated.

Each cooperating agency agrees:

- (i) to obtain the necessary radio frequencies;
- (ii) to make available to the other such operating schedules as are necessary for the communications tests;
- (iii) to facilitate demonstration tests involving, as necessary, temporary connections to its telecommunication networks.

Since there are additional experimenters participating in the testing, NASA will undertake to determine suitable schedules in the interests of all experimenters.

NASA agrees to provide satellite radiation characteristics and orbital parameters as required for the design, construction and operation of the Department of Transport ground station. In this connection, the exchange of such information as is covered by proprietary rights shall be arranged in such a manner as fully to respect those rights.

Data, including information relating to the space environment, obtained in the communications tests shall be exchanged and made freely available to the scientific community. Signals transmitted over the satellite links in this cooperative program are to be used for test purposes only and are not for commercial exploitation.

Each cooperating agency shall designate a point of contact for technical liaison purposes in the conduct of this program and shall provide suitable and periodic progress reports to the other.

This understanding between the cooperating agencies shall not preclude the use of the ground stations for tests outside the cooperative projects covered by this understanding.

This Memorandum is conditional upon the concurrence of the respective Governments and shall be confirmed by an exchange of notes.

For the Department of Transport

(Signed) "J. R. Baldwin"

Ottawa, Ontario

April 4, 1963

(Date)

For the National Aeronautics and Space Administration

(Signed) "Hugh L. Dryden"

Washington, D.C.

April 25, 1963

(Date)

The Secretary of State to the Canadian Chargé d'Affaires ad interim

DEPARTMENT OF STATE
WASHINGTON
Aug 23 1963

SIR:

I have received your Note dated August 13, 1963 concerning a Memorandum of Understanding on the testing of experimental communications satellites, signed by representatives of the Department of Transport and the National Aeronautics and Space Administration on April 4, 1963 and April 25, 1963, respectively.

The Government of the United States concurs in this Memorandum, and agrees to your proposal that your Note and the Memorandum attached thereto, together with this reply, shall constitute an Agreement between our two Governments on this subject with effect from this date.

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

For the Secretary of State:

Wm C. BURDETT

The Honorable

H. BASIL ROBINSON,

*Charge d'Affaires ad interim
of Canada.*

IRAQ

Agricultural Commodities: Sales Under Title IV

Agreement amending the agreement of August 27, 1963.

Effectuated by exchange of notes

Signed at Baghdad December 5, 1963;

Entered into force December 5, 1963.

The American Ambassador to the Iraqi Minister of Foreign Affairs

No. 731

BAGHDAD, December 5, 1963.

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed between our two Governments on August 27, 1963,[¹] and to propose that the table in Paragraph 1 of Article I be amended by deleting the items for Wheat and adding in the appropriate columns, "Wheat and/or wheat flour", "150,000 Metric Tons", and "\$9,695" thousand; by increasing the amount for "Ocean Transportation (estimated)" to "\$2,290" thousand; and by increasing the "Total" to "\$14,815" thousand.

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.

ROBERT C. STRONG

His Excellency

SUBHI ABD AL-HAMID,

*Minister of Foreign Affairs,
Baghdad.*

¹ TIAS 5417; *ante*, p. 1195.

The Iraqi Minister of Foreign Affairs to the American Ambassador

بغداد ٥ كانون الاول ١٩٦٣

السيد المفتي

اتشرف بالاشعار بتسلمه مذكرتكم المرفقة ٢٣١ والمورخة بتاريخ اليم المثبت نصها في ادناء :

((اتشرف بان اشير الى اتفاق السليع الزراعي الموقع عليه بين حكومتينا بتاريخ ١٤٢٧-١٩٦٣ وبان انتصر تعديل الجدول الوارد في الفقرة (١) من المادة الاولى
بان تحذف الفقرات الذاهنة بالخططة وبضاف في الاصددة المختصة ((الخططة و / او طحين
الخططة)) و ((١٥٠٠٠ طن متري)) و ((١٦١٠)) الف دولار امريكي وان يزداد البليخ
الخاصب ((النقل البحري - تقديرى -)) الى ((٢٢١٠)) الف دولار امريكي و ---- زاد
((المجموع)) الى ((١٤٨١٥)) الف دولار امريكي .

والقترح ان تشكل هذه المذكرة وجوابكم بالموافقة على ما ورد فيها اتفاقاً بين حكومتين
يكون نافذ المعمول اعتباراً من تاريخ جوابكم)) .
وجواباً على ذلك اتشرف بسان اويند لسيادتكم بان حكومة الجمهورية العراقية تقبل
بالمقترحات المذكورة اعلاه وسان تبادل المذكرات هذا يشكل اتفاقاً بين حكومتنا يكون
نافذ المعمول اعتباراً من تاريخ اليوم .

ارجئوا ان تنقلوا سیار تکم مجددا فائق تقدیری واحترامی .

سيادة روسرت سي . سترونك
السفير نوق العادة والمنسوب
للواليات المتحدة الامريكية

Translation

BAGHDAD, December 5, 1963.

EXCELLENCY:

I have the honor to acknowledge receipt of your Note No. 731 of this date, the text of which is as follows:

[For the English language text of the note, see *ante*, p. 1704.]

In reply, I have the honor to confirm to your Excellency that the Government of the Republic of Iraq accepts the above mentioned proposals and that this exchange of notes constitutes an agreement between our two Governments to enter into force today.

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

SUBHI ABD AL-HAMID

His Excellency

ROBERT C. STRONG,

*Ambassador Extraordinary and Plenipotentiary
of the United States of America.*

ISRAEL

Extradition

*Convention signed at Washington December 10, 1962;
Ratification advised by the Senate of the United States of America
October 22, 1963;
Ratified by the President of the United States of America October
29, 1963;
Ratified by Israel November 29, 1963;
Ratifications exchanged December 5, 1963;
Proclaimed by the President of the United States of America
December 20, 1963;
Entered into force December 5, 1963.*

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a convention on extradition between the Government of the United States of America and the Government of the State of Israel was signed at Washington on December 10, 1962, the original of which convention, being in the English and Hebrew languages, is word for word as follows:

CONVENTION ON EXTRADITION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE STATE OF ISRAEL

The Government of the United States of America and the Government of the State of Israel, desiring to make more effective the cooperation of the two countries in the repression of crime, agree as follows:

ARTICLE I

Each Contracting Party agrees, under the conditions and circumstances established by the present Convention, reciprocally to deliver up persons found in its territory who have been charged with or convicted of any of the offenses mentioned in Article II of the present Convention committed within the territorial jurisdiction of the other, or outside thereof under the conditions specified in Article III of the present Convention.

ARTICLE II

Persons shall be delivered up according to the provisions of the present Convention for prosecution when they have been charged with, or to undergo sentence when they have been convicted of, any of the following offenses:

1. Murder.
2. Manslaughter.
3. Malicious wounding; inflicting grievous bodily harm.
4. Rape.
5. Abortion.
6. Unlawful carnal knowledge of a girl under the age specified by the laws of both the requesting and requested Parties.
7. Procuration.
8. Willful non-support or willful abandonment of a minor or other dependent person when the life of that minor or that dependent person is or is likely to be injured or endangered.
9. Kidnapping; abduction; false imprisonment.
10. Robbery.
11. Burglary; housebreaking.
12. Larceny.
13. Embezzlement.
14. Obtaining money, valuable securities or goods by false pretenses or by threats or force.
15. Bribery.
16. Extortion.

17. Receiving any money, valuable securities or other property knowing the same to have been unlawfully obtained.
18. Fraud by a bailee, banker, agent, factor, trustee, executor, administrator or by a director or officer of any company.
19. Forgery, including forgery of banknotes, or uttering what is forged.
20. The forgery or false making of official documents or public records of the government or public authority or the uttering or fraudulent use of the same.
21. The making or the utterance, circulation or fraudulent use of counterfeit money or counterfeit seals, stamps, dies and marks of the government or public authority.
22. Knowingly and without lawful authority making or having in possession any instrument, tool, or machine adapted and intended for the counterfeiting of money, whether coin or paper.
23. Perjury; subornation of perjury.
24. Arson.
25. Any malicious act done with intent to endanger the safety of any persons travelling upon a railway.
26. Piracy, by the law of nations; mutiny on board a vessel for the purpose of rebelling against the authority of the Captain or Commander of such vessel; by fraud or violence taking possession of such vessel.
27. Malicious injury to property.
28. Smuggling.
29. False swearing.
30. Offenses against the bankruptcy laws.
31. Offenses against the laws relating to dangerous drugs.

Extradition shall be granted for any of the offenses numbered 27 through 31 only if the offense is punishable under the laws of both Parties by a term of imprisonment exceeding three years.

Extradition shall also be granted for attempts to commit or conspiracy to commit any of the offenses mentioned in this Article provided such attempts or such conspiracy are punishable under the laws of both Parties by a term of imprisonment exceeding three years.

Extradition shall also be granted for participation in any of the offenses mentioned in this Article.

ARTICLE III

When the offense has been committed outside the territorial jurisdiction of the requesting Party, extradition need not be granted unless the laws of the requested Party provide for the punishment of such an offense committed in similar circumstances.

The words "territorial jurisdiction" as used in this Article and in Article I of the present Convention mean: territory, including territorial waters, and the airspace thereover belonging to or under the control of one of the Contracting Parties, and vessels and aircraft

belonging to one of the Contracting Parties or to a citizen or corporation thereof when such vessel is on the high seas or such aircraft is over the high seas.

ARTICLE IV

A requested Party shall not decline to extradite a person sought because such person is a national of the requested Party.

ARTICLE V

Extradition shall be granted only if the evidence be found sufficient, according to the laws of the place where the person sought shall be found, either to justify his committal for trial if the offense of which he is accused had been committed in that place or to prove that he is the identical person convicted by the courts of the requesting Party.

ARTICLE VI

Extradition shall not be granted in any of the following circumstances:

1. When the person whose surrender is sought is being proceeded against, or has been tried and discharged or punished, in the territory of the requested Party for the offense for which his extradition is requested.
2. When the person whose surrender is sought has been tried and acquitted, or undergone his punishment, in a third State for the offense for which his extradition is requested.
3. When the prosecution or the enforcement of the penalty for the offense has become barred by lapse of time according to the laws of the requesting Party or would be barred by lapse of time according to the laws of the requested Party had the offense been committed in its territory.
4. When the offense is regarded by the requested Party as one of a political character or if the person sought proves that the request for his extradition has, in fact, been made with a view to trying or punishing him for an offense of a political character.

ARTICLE VII

When the offense for which the extradition is requested is punishable by death under the laws of the requesting Party and the laws of the requested Party do not permit such punishment for that offense, extradition may be refused unless the requesting Party provides such assurances as the requested Party considers sufficient that the death penalty shall not be imposed, or, if imposed, shall not be executed.

ARTICLE VIII

When the person whose extradition is requested is being proceeded against or is serving a sentence in the territory of the requested Party for an offense other than that for which extradition has been requested, his surrender may be deferred until the conclusion of the proceedings and the full execution of any punishment he may be or may have been awarded.

ARTICLE IX

The determination that extradition based upon the request therefor should or should not be granted shall be made in accordance with the domestic law of the requested Party and the person whose extradition is sought shall have the right to use such remedies and recourses as are provided by such law.

ARTICLE X

The request for extradition shall be made through the diplomatic channel.

The request shall be accompanied by a description of the person sought, a statement of the facts of the case, the text of the applicable laws of the requesting Party including the law prescribing the punishment for the offense as well as the law relating to the limitation of the legal proceedings or the enforcement of the penalty for the offense.

When the request relates to a person who has not yet been convicted, it must also be accompanied by a warrant of arrest issued by a judge or commissioner of the requesting Party and by such evidence as, according to the laws of the requested Party, would justify his arrest if the offense had been committed there.

When the request relates to a person already convicted, it must be accompanied by the judgment of conviction and sentence passed against him in the territory of the requesting Party and by a statement showing how much of the sentence has not been served.

The warrant of arrest and depositions or other evidence, given under oath, and the judicial documents establishing the existence of the conviction, or certified copies of these documents, shall be admitted in evidence in the examination of the request for extradition, when, in the case of a request emanating from Israel, they bear the signature or are accompanied by the attestation of a judge, magistrate or other official or are authenticated by the official seal of the Ministry of Justice and, in any case, are certified by the principal diplomatic or consular officer of the United States in Israel, or when, in the case of a request emanating from the United States, they are authenticated by the official seal of the Department of State.

The documents in support of the request for extradition shall be accompanied by a certified translation thereof into the language of the requested Party.

ARTICLE XI

In case of urgency a Contracting Party may apply for the provisional arrest of the person sought pending the presentation of the request for extradition through the diplomatic channel. The application shall contain a description of the person sought, an indication of intention to request the extradition of the person sought and a statement of the existence of a warrant of arrest or a judgment of conviction against that person, and such further information, if any, as would be necessary to justify the issue of a warrant of arrest had the offense been committed, or the person sought been convicted, in the territory of the requested Party.

On receipt of such an application the requested Party shall take the necessary steps to secure the arrest of the person claimed.

A person arrested upon such an application shall be set at liberty upon the expiration of sixty days from the date of his arrest if a request for his extradition accompanied by the documents specified in Article X shall not have been received. However, this stipulation shall not prevent the institution of proceedings with a view to extraditing the person sought if the request is subsequently received.

ARTICLE XII

If the requested Party requires additional evidence or information to enable it to decide on the request for extradition, such evidence or information shall be submitted to it within such time as that Party shall require.

If the person sought is under arrest and the additional evidence or information submitted as aforesaid is not sufficient or if such evidence or information is not received within the period specified by the requested Party, he shall be discharged from custody. However, such discharge shall not bar the requesting Party from submitting another request in respect of the same offense.

ARTICLE XIII

A person extradited under the present Convention shall not be detained, tried or punished in the territory of the requesting Party for any offense other than that for which extradition has been granted nor be extradited by that Party to a third State unless:

1. He has left the territory of the requesting Party after his extradition and has voluntarily returned to it;
2. He has not left the territory of the requesting Party within 60 days after being free to do so; or
3. The requested Party has consented to his detention, trial, punishment or extradition to a third State for an offense other than that for which extradition was granted.

These stipulations shall not apply to offenses committed after the extradition.

ARTICLE XIV

A requested Party upon receiving two or more requests for the extradition of the same person either for the same offense, or for different offenses, shall determine to which of the requesting States it will extradite the person sought, taking into consideration the circumstances and particularly the possibility of a later extradition between the requesting States, the seriousness of each offense, the place where the offense was committed, the nationality of the person sought, the dates upon which the requests were received and the provisions of any extradition agreements between the requested Party and the other requesting State or States.

ARTICLE XV

The requested Party shall promptly communicate to the requesting Party through the diplomatic channel the decision on the request for extradition.

If extradition is granted, the person sought shall be conveyed by the authorities of the requested Party to the frontier or port of embarkation or airport in the territory of that Party which the diplomatic or consular agent of the requesting Party shall designate.

If a warrant or order for the extradition of a person sought has been issued by the competent authority and he is not removed from the territory of the requested Party within such time as may be prescribed by the laws of that Party, he may be set at liberty and the requested Party may subsequently refuse to extradite that person for the same offense.

ARTICLE XVI

To the extent permitted under the law of the requested Party and subject to the rights of third parties, which shall be duly respected, all articles acquired as a result of the offense or which may be required as evidence shall, if found, be surrendered if extradition is granted.

ARTICLE XVII

The right to transport through the territory of one of the Contracting Parties a person surrendered to the other Contracting Party by a third State shall be granted on request made through the diplomatic channel accompanied by the documents referred to in Article X of the present Convention provided that conditions are present which would warrant extradition of such person by the State of transit and reasons of public order are not opposed to the transit.

The Party to which the person has been extradited shall reimburse the Party through whose territory such person is transported for any expenses incurred by the latter in connection with such transportation.

ARTICLE XVIII

Expenses related to the transportation of the person sought shall be paid by the requesting Party. The appropriate legal officers of the country in which the extradition proceedings take place shall, by all legal means within their power, assist the officers of the requesting Party before the respective judges and magistrates. No pecuniary claim, arising out of the arrest, detention, examination and surrender of persons sought under the terms of this Convention, shall be made by the requested Party against the requesting Party other than as specified in the second paragraph of this Article and other than for the lodging, maintenance and board of the person sought.

The legal officers, other officers of the requested Party, and court stenographers, if any, of the requested Party who shall, in the usual course of their duty, give assistance and who receive no salary or compensation other than specific fees for services performed, shall be entitled to receive from the requesting Party the usual payment for such acts or services performed by them in the same manner and to the same amount as though such acts or services had been performed in ordinary criminal proceedings under the laws of the country of which they are officers.

ARTICLE XIX

This Convention shall be ratified and the ratifications shall be exchanged in Israel as soon as possible.

This Convention shall enter into force upon the exchange of ratifications. It may be terminated by either Contracting Party giving notice of termination to the other Contracting Party at any time and the termination shall be effective six months after the date of receipt of such notice.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed this Convention.

DONE in duplicate at Washington this tenth day of December, one thousand nine hundred sixty-two, corresponding to the thirteenth day of Kislev, five thousand seven hundred and twenty-three, in the English and Hebrew languages, both versions being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

DEAN RUSK

FOR THE GOVERNMENT OF THE STATE OF ISRAEL:

AVRAHAM HARMAN.

ולראיה חחמו על אמנה זו החתום מטה, שהומכו לכך כהלכה איש איש על ידי משלחו.
נעשתה בניו יורק עותקם בוושינגטון היום העשורי בחודש דצמבר לשנת אלף תשע מאות שנים ושנים, הוא יום שלשה עשר בחודש כסלו שנת חמשת אלפיים שבע מאות עשרים ושלש, בשפה העברית ובשפה האנגלית, ודין מקור שווה לשני הנוסחים.

בשם ממשלת ארץות-הברית של אמריקה:

Dear Rusk

בשם ממשלה מדינת ישראל:

אהובך וועסן

סעיף 17

ה הזכות להעביר דרך שטח-ארצו של בעל-האמנה האחד אדם המוסבר לבעל-האמנה האחר על ידי מדינה שלישית חינחסן לפי בקשה שהוגשה בדרך הדיפלומטית ושיצורפו אליה החודדות האמורות בסעיף 10 לאמנה זו, וב└בד שקיים חנאים שהיו מגדיקים את הסגרה האדם האמור על ידי מדינה המעביר ושהן החגיגות למעבר מטעמים של חקנת האזרוח. ה└ץ של ידידי הוועדר האדם יחוּזיר לצד שדרך שטח-ארצו הוועדר האדם את כל ההוצאות שהוצעו צד זה בקשר להעברה.

סעיף 18

ה הוצאות הכרוכות בהעברה מבוקש יחולמו על ידי הצד המבקש. פקידי המשפט המחייבים של הארץ שבה מחייבים הליבי ההמגרה יסיעו, בכל האמצעים החוקיים העומדים לרשותם, בידי פקידי הצד המבקש לפני השופטים ושוופטי השלום של אומה ארץ. שום תביעה כספית הנובעת מחוץ למטרם, מעזרם, חוקרים ומתרחמת של מבוקשים לפני הוראות אמנה זו לא תוגש על ידי הצד המבקש נגד הצד המבקש, זולח תביעה כמפורט בסעקה השניה לסעיף זה וזולח תביעה بعد דמי אכזון, כלכלת ואכילה של המבקש. פקידי המשפט, פקידים אחרים של הצד המבקש, ושיטו עזרה במהלך חפיקים הרגיל וסאים מקבלים אם ישנס, של הצד המבקש, שיושטו עזרה במהלך חפיקים הרגיל וסאים מקבלים משכורת או תגמול אלא שכיר נקוב بعد שירותים המבוצעים על ידיהם, יהיו זכאים לקבל מהצד המבקש את החשלום הרגיל بعد הפעולות או השירותים שביצעו, באותו אופן ובאותו שיעור כאילו ביצעו פעולות או שירותים אלה בהליכים פליליים רגילים על פי דין הארץ שבו הם משמשים פקידים.

סעיף 19

אמנה זו האושר וחברי האישור יוחלפו בישראל בהקדם האפשרי. אמנה זו תיקנס לחקפה עם החלפת חברי האישור. היא ניתנת להפקעה על ידי כל אחד מבני האמנה במ嗣ה הودעה בכל עת שהיא לבעל-האמנה השני, וההפקעה תיקנס לחקף כחומר שהוא חדש אחראי התאריך שבו מקבלת ההודעה.

סעיף 13

הווסף אפס לפי אמנה זו לא ייעזר, לא יישפט ולא ייענש בארצו של הצעיר המבקש על כל עבירה שונה מזו שעלייה הווסף, ולא יוסבר על ידי אותו צד למדיינה שלישית אלא אס:

1. ילא אה שכח-ארצו של הצעיר המבקש אחורי הסגרתו וחזר אליו מרצונו;
2. לא יצא את שטח-ארצו של הצעיר המבקש חוץ-שם יוס לآخر שהיא חופשית לעשות זאת; או
3. הצעיר המבקש הרכיים למעדרו, לשפטתו, לעונישתו או להסגרתו למדיינה שלישית על עבירה שונה מזו שעלייה ניתנה ההסגרה.

חניות אלה לא יהולו על עבירות שנעברו אחורי ההסגרה.

סעיף 14

קיבל הצעיר המבקש שת בקשوت או יותר להסגרת אותו אדם, אם על אותה עבירה ואם על עבירותו שוניה, יחליט הצעיר כאמור לאיזו מן המדיניות המבקשות יסגור את המבוקש, בהתחשב עם הנסיבות, וביחוד עם האפשרות של הסגרה לאחר-מכן בין המדיניות המבקשות, חומרה של כל עבירה, המקום בו נעברה, אזרחותו של המבוקש, התאריכים שבהם נתקבלו הבקשות והוראותיהם של כל הסכמי הסגרה שבין הצעיר המבקש ובין המדינה המבקשת האחרות.

סעיף 15

הצעיר המבקש יעביר מיד לצד המבקש, בדרך הדיפלומטית, את החלטתו בבקשת ההסגרה.

גענה הצעיר המבקש לבקשת ההסגרה, יובל המבוקש על ידי רשותו הצעיר המבקש אל הגבול או אל נמל הפלגה או אל נמל-החוופה בשטח-ארצו של הצעיר, שיוציאו על ידי נציגו הדיפלומטי או הקונסולרי של הצעיר המבקש. הوزיאה הרשות המוסמכת זו מעזר או צו הסגרה על אדם מבוקש והאדם לא הורחק משטח-ארצו של הצעיר המבקש חוץ הזמן שנקבע בדייני אותו צו, מוחדרו והצד המבקש רשאי לאחר מכן להסגרו על אותה עבירה.

סעיף 16

גענו לבקשת הסגרה, יימסרו כל החפצים שנרכשו בעקבות העבירה או שיידרשו כחומר ראייה, אם נמצאו, במידה שדין הצעיר המבקש מחייבים את מסירותם ובכפוף לזכויות צד שלישי, שכובדו כדין.

הימה הבקשה מתייחסת לאדם שכבר הורשע, יצורפו אליו פסק-הדין המרשייך ובזר-הדין שיצאו נגדו בשטח-ארצו של הצד המבקש והודעה על שיעור העונש שעדין לא נסא.

זו המעדן וכחבי העדוויות או הראיות האחרות, שניתנו בשבואה, והחוודות המשפטיות המוכיחות את קיומה של ההרשעה, או העתקים מאושרים של חומרה אלה, יקובלו כראיוות בבדיקה הבקשה להסגרה, אם -כשהמדובר הוא בבקשת היוזאת בישראל - הם חתוםים בידי שופט, שופט שלום או פקיד אחר, או מלויים אישור שנחתן על ידיהם, או מאומתים בחומרת הרשעה של משרד המשפטים, ובכל אופן - מאושרים על ידי הפקיד הדיפלומטי או הקונסולרי הראשי של ארץ-הברית בישראל, ואם -כשהמדובר הוא בבקשת היוזאת מארצאות-הברית - הם מאומתים בחומרת הרשעתם של מלחמת המדינה. החוודות המתומכות בבקשת הסגרה יהיו מלאות תרגום מאושר בלשון המדינה המחבקסת.

סעיף 11

במקרה של דחייפות רשיי בעל-אגנה לבקש את מעזרו הזמןי של המבוקש עד שתוגש בבקשת הסגרה בדרך הדיפלומטית. בבקשת המעדן תכיל תיאור המבוקש, הودעה על הכוונה לבקש את הסגרה המבוקש ועל קיומו של זו מעדר או פסק-דין מרשייך נגד המבוקש וכל פרטיהם נוספים, אם ישנים, שהיו דרישים כדי להצדיק הוזאת צו מעדר אילו נועבה העבירה, או אילו הורשע המבוקש, בשטח-ארצו של הצד המחבקס.

משנחכלה בבקשת כאמור, ינקוט הצד המחבקס באגדים הדרושים להבטחת מעדרו של המבוקש.

נעדר אדם לפី בבקשת כאמור, ישוחרר כעבור שלוש ימים מיום מעדרו אם לא נתקבלה בקשה להסגרתו, בלווית הממסכיות המפורטים בסעיף 10. אולם חניה זו לא חמנע מתיחתם של הליכים לשם הסגרה המבוקש אם נתקבלה הבקשה לאחר מכן.

סעיף 12

דרש הצד המחבקס ראיות או ידיעות נוספת גוספה כדי לאפשר לו להחליט בדבר בבקשת הסגרה, יוגשו לו ראיות או ידיעות אלה תוך זמן מוגדר שייקש אותו צד. היה המבוקש נתון במעדר והראיות או הידיעות הנוגעות שהוגשו כאמור לעיל אינן מספיקות, או אם הראיות או הידיעות האלה לא נתקלו במועד שנקבע הצד המחבקס, ישוחרר המבוקש מהמשמעות. אולם שארור זה לא יגער את הדלת בפניו הצד המבקש להגיש בקשה אחרת בשל אותה עבירה.

סעיף 6

לא תהא הסגרה באחת הנسبות הבאות:

1. אם המבוקש עומד לדין, או נשפט וזוכה או גענש, בשטח-ארצו של הצד המתבקש על העבירה שעלייה מבקשים את הסגרתו.
2. אם המבוקש נשפט וזוכה, או נשא עונשו, במדינה שלישית על העבירה שעלייה מבקשים את הסגרתו.

3. אם התביבעה הפלילית או אכיפה העונש בשל העבירה נחסמו מחמת התינויות לפי דיני הצד המבוקש או היו נחסמו מחמת התינויות לפי דיני הצד המתחקש אילו נעבירה העבירה בשטח-ארצו.

4. אם הצד המתבקש רואה את העבירה כבעלת אופי מדיני או אם הוכחה המבוקש שהבקשה להסגרתו באה, למעשה, כדי לשפטו או להענישו על עבירה בעלת אופי מדיני.

סעיף 7

מקום שהעבירה שעלייה מבקשים את הסגרה נענש בעונש מוות לפי דיני הצד המבוקש, ודיני הצד המתחקש אינם מתירים עונש זה על אותה עבירה, מוחר לסרב לבקשת הסגרה, זולח אם הצד המבוקש ממציא הטעחות, לפי ראות עיני הצד המתחקש, מספיקות שעונש המוות לא יוטל או, אם הווטל, לא יבוצע.

סעיף 8

היה המבוקש עומד לדין או נשא עונשו בשטח-ארצו של הצד המתבקש על עבירה שונגה מזו שעלייה מבקשים את הסגרתו, מותר לדחות את מסירתו עד לסיום ההליכים והכינזע המלא של העונש שיפסקו לו או שיפסקו לו.

סעיף 9

ההחלטה להסגר או לא להסגר אדם על יסוד בקשת הסגרה תתקבל בהתאם למשפט ארצו של הצד המתחקש והזכות בידי המבוקש להיזק לאותם אמצעי סעד ושםן הנחיגנים במשפט ארצו.

סעיף 10

בקשת הסגרה חוגש בדרך הדיפלומטיה.

אל הבקשה יאזור תיאור המבוקש, הودעתה העובדות של הפרשה, גוסח הדיניות המחייבים של הצד המבוקש, לרבות הדין הקובל את העונש על העבירה והדין המתיחס לתינויות ההלכיות המשפטיות או לאכיפה העונש על העבירה. היהת הבקשה מתיחסת לאדם שענייך לא הורשע, יזכורו אליה גם צו-מעצר שהוצע בידי שופט או מורה של הצד המבוקש וחומר הראיות שהיה מצדיק את מעצרו לפי דיני הצד המתחקש אילו נעבירה העבירה בשטח-ארצו.

24. הבער.
25. מעשה זדון שנעשה בכוונה לסקן בטיחותם של גוסעים ברכבת.
26. שוד ים לפि המשפט הבינלאומי; מרد בכלי-שיט לשם התקוממות נגד מרותו של רב-החולב או המפקד של כלי-השיט; תפיסת כלי השיט במטרה או באלימות.
27. פגיעה ברכוש בכוונה רעה.
28. הברחה.
29. שבועת שוא.
30. עבירות על דיני פשיטת הרגל.
31. עבירות על דיני הסמים המסוכנים.
- לא יוסגר אדם על עבירה מן העבירות המנוויות במספרים 27 עד 31 ועד בכלל, אלא אם העונש על העבירה לפי דיני שני הצדדים הוא מסור למקרה שלוש שנים.
- יוסגר אדם גם על גסיוון לעבור, או על קשרו של עבירה מן העבירות הנזכרות בסעיף זה, אם העונש על הגסיוון או על הקשר, לפי דיני שני הצדדים, הוא מסור למקרה שלוש שנים.
- יוסגר אדם גם על שותפות לעבירה מן העבירות הנזכרות בסעיף זה.

סעיף 3

נענbra העבירה מוחוץ לתחום השיפוט הטריטורילי של הצד המבקש, אין חובת ההסgebra חלה אלא אם בדין הצד המתבקש נקבע עונש על אותה עבירה כשנענbra בנסיבות דומות:

המלים "SHIPMENT OF TERRITORIAL", לעניין סעיף זה וסעיף 1 לאמנה זו,משמעותן: שטח-ארץ, לרבות מימי החופין וחיל האויר שמעליהם, השיכוכים לאחד מביעלי האמנה או הנתוגדים לשטייתו, וכלי שיט וכלי-טיס השיכוכים לאחד מביעלי האמנה או לאחד מאזוריו או מתאגדיו, שכלי-השיט הוא בלב-ים או כשליו הטיס הוא מעל ללב-הים.

סעיף 4

צד מתבקש לא יסרב להסגיר אדם מבוקש על שום שהוא אזרחו של הצד המתבקש.

סעיף 5

לא יוסגר אדם אלא אם נמצא ראיוח מספיקות, לפי דין המקום שבו נמצא המבוקש, כדי להוכיח את מסירחו לדין אילו היה הינה העבירה שבה הואשם נענbra באותו מקום, או כדי להוכיח שהוא האדם שהורשע בתמי המשפט של הצד המבקש.

סעיף 2

בני אדם יוסגרו לפि הוראות אמנה זו כדי להעמידת לדין אם הוואשנו בעבירה מן העבירות שלහן, או כדי שיישאו את עונשם אם הורשו על אחת מהן:

1. רצח.
2. הריגה.
3. פצעה בכוונה רעה; חבלה גופנית חמורה.
4. אינום.
5. הסלה.
6. בעילה אסורה של גערה למטה מהגיל הקבוע בדין; הצד המבקש ובדין הצד המתבקש.
7. סדרות לדבר דעתות.
8. מניעת-חמייה בזדון מקטין או אדם תלוי אחר, או נטישתם בזדון, כשחייו של הקטין או של האדם התלו依 האחר בגעויות או נתוגים בסכנה או עלולים להיפגע או להיות נתוגים בסכנה.
9. חטיפה או קליאת שוא.
10. שוד.
11. גניבה במחתרת; פריצה.
12. גניבה.
13. מעילה.
14. קבלת כספים, בטוחות או רכוש אחר בטענות שוא או באיזומים או בכוח.
15. שודר.
16. סחיטה.
17. קבלת כספים, בטוחות או רכוש אחר בידיעה שהושגו שלא בדין.
18. תרמית על ידי נפקד, בנאי, מורה, סוכן, נאמן, מזויה לפועל, מנהל, או על ידי חבר דירקטוריון או פקיד של חברה.
19. זיוף, לרבות זיוף טרדי-קס, או הוצאה דבר מזויף.
20. זיוף או חיבור פזב, של מסמכים רשמיים או רשות ציבוריות של הממשלה או של רשות ציברית, או הוצאתם או השימוש בהם במרמה.
21. עשייתם, הוצאתם או הפקחתם של כסף מזויף או של חותמות, חריטים, וסימנים מזויפים של הממשלה או של רשות ציברית, או השימוש בהם במרמה.
22. עשייתם או החזקתם — ביודעין ובלא סמכות חוקית — של מכשיר, כלי או מכונה שסובלו או געו לו לזיוף כסף, אם טבעות מתכת ואמ טבעות נייר.
23. עדות שקר; הדחה לעצות שקר.

א מ נ ח ה ס ג ר ה

בין ממשלה ארצות-הברית של אmericה
ובין ממשלה מדינה ישראל

ממשלה ארצות-הברית של אmericה וממשלה מדינה ישראל, ברכותן השתייחסו
בין שתי הארץות בדיכוי הפשע, יהיה בר-פעל יותר, בהתאם לכל הסכם זה:

סעיף 1

כל אחת מבעלות האמנה מסכימה, בתנאים ובנסיבות שנקבעו באמנה זו,
על הסגירה הדידית של בני-אדם הנמצאים בשטח-ארצנו של הצד האחד והואשם או
הורשעו על עבירה מן העבירות המגוויות בסעיף 2 לאמנה זו, שנעבירה בתחום
הSHIPOT הטריטוריאלי של הצד الآخر, או מחוץ לתחומים אלה בתנאים המפורטים
סעיף 3 לאמנה זו.

WHEREAS the Senate of the United States of America by their resolution of October 22, 1963, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said convention;

WHEREAS the said convention was ratified by the President of the United States of America on October 29, 1963, in pursuance of the aforesaid advice and consent of the Senate, and was ratified on the part of the Government of the State of Israel on November 29, 1963;

WHEREAS the respective instruments of ratification of the said convention were exchanged on December 5, 1963;

AND WHEREAS it is provided in Article XIX of the said convention that the convention shall enter into force upon the exchange of ratifications;

Now, THEREFORE, be it known that I, Lyndon B. Johnson, President of the United States of America, do hereby proclaim and make public the said convention to the end that the same and every article and clause thereof may be observed and fulfilled in good faith on and after December 5, 1963, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

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

LYNDON B. JOHNSON

By the President:

DEAN RUSK
Secretary of State

AFGHANISTAN

Technical Cooperation

*Agreement extending the agreement of June 30, 1953,
as extended.*

Effectuated by exchange of notes

Signed at Kabul November 9 and 17, 1963;

Entered into force November 17, 1963.

*The American Ambassador to the Afghan Prime Minister and
Minister of Foreign Affairs*

No. 17

KABUL, November 9, 1963.

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, [¹] as amended and extended.

I propose that Article IX of the Agreement, as amended, be further amended by substituting the date March 31, 1964, for the date September 30, 1963, 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 further propose that this note and Your Excellency's note in reply shall constitute an agreement between our two Governments which shall enter into force on the date of Your Excellency's reply.

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

JOHN M. STEEVES

His Excellency

Dr. MOHAMMED YUSUF,
Prime Minister and
Minister of Foreign Affairs,
Kabul.

¹ TIAS 2856; 4 UST 2012.

*The Afghan Prime Minister and Minister of Foreign Affairs to the
American Ambassador*



۱۳۴۲ عقرب ۲۵

جلالتآب سفیر کبیر -

وصول مراسله موافقه ۹ نوامبر ۱۹۶۳ جلالتمانی را در م سوره
موافقنامه پروگرام همکاری تехنیکی که بتاریخ ۳۰ جون ۱۹۵۲ در کابل
امضا گردیده است اطمینان داره میزگارد -

پیشنهاد جلالتمانی درباره تعدل ماده (۹) موافقنامه
از تاریخ ۳۰ سپتامبر ۱۹۶۳ به ۳۱ مارچ ۱۹۶۴ طرف قبول است .

بدینوسیله موافق حکومت متعو خسورد را
در زمینه اظهار راشته احترامات فایقه را تجدید میکارد .

دکتور محمد یوسف
صدر اعظم و وزیر امور خارجه

جلالتآب جان ملن سنتیف
سفیر کبیر ایالات متحده امریکا
در کابل .

Translation

25TH OF AGHRAB 1342
[NOVEMBER 17, 1963]

MR. AMBASSADOR:

I have received Your Excellency's note of November 9, 1963 concerning the Technical Cooperation Program Agreement signed at Kabul on June 30, 1953.

Your Excellency's suggestion that Article IX of the Agreement be extended from September 30, 1963 to March 31, 1964, is accepted by us.

I wish to inform Your Excellency of my Government's acceptance concerning this matter.

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

MOHAMMED YUSUF

Dr. Mohammed Yusuf
*Prime Minister and
Minister of Foreign Affairs
Kabul*

His Excellency

JOHN MILTON STEEVES,
*Ambassador of the United States of America,
Kabul.*

BOLIVIA

Agricultural Commodities

Agreement amending the agreement of December 17, 1962.

Effectuated by exchange of notes

Signed at La Paz June 24, 1963;

Entered into force June 24, 1963.

The American Chargé d'Affaires ad interim to the Bolivian Minister of Foreign Affairs and Worship

No. 388

LA PAZ, June 24, 1963.

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement of December 17, 1962, ['] between our two Governments and to propose that paragraph 1 of Article I of the Agreement be amended by changing the amount for wheat/wheat flour from \$8.0 million to \$7.5 million and changing the total from \$9.5 million to \$9.0 million.

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

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

JOHN H. STUTESMAN JR.
Chargé d'Affaires ad interim

His Excellency

JOSÉ FELLMAN VELARDE,
Minister of Foreign Affairs and Worship,
La Paz.

¹ TIAS 5259; 13 UST 3844.

*The Bolivian Minister of Foreign Affairs and Worship to the American
Chargé d'Affaires ad interim*

REPUBLICA DE BOLIVIA

MINISTERIO DE RELACIONES
EXTERIORES Y CULTO

Nº DGNA. 233/747

LA PAZ, 24 de junio de 1963.

SEÑOR ENCARGADO DE NEGOCIOS:

Tengo el honor de avisar recibo de la apreciable nota de Vuestra Señoría de esta misma fecha, marcada con el N° 388, que textualmente dice:

"Embajada de los Estados Unidos de América.-Nº 388.- La Paz, 24 de junio de 1963.- Excelencia: Tengo el honor de referirme al Convenio sobre Productos Agrícolas de consumo de 17 de diciembre de 1962 entre nuestros dos Gobiernos, y de proponer que el párrafo 1º del Artículo 1º del Convenio, sea enmendado mediante el cambio del monto por trigo/harina de trigo de \$ 8.0 millones a \$ 7.5 millones y modificado el total de \$ 9.5 millones a \$ 9.0 millones.

Si lo anterior es aceptable al Gobierno de Vuestra Excelencia, tengo el honor de proponer que esta nota y la de Vuestra Excelencia en iguales términos, constituyan un Acuerdo entre nuestros dos Gobiernos que entrará en vigor en la fecha de la nota de respuesta de Vuestra Excelencia.

Acepte, Excelencia las seguridades de mi renovada y más alta consideración.- (Fdo.) John H. Stutesman Jr."

En respuesta, tengo el honor de poner en conocimiento de Vuestra Señoría que el Gobierno de Bolivia acepta la enmienda propuesta y expresa que la presente nota y la de Vuestra Señoría, constituyen un Acuerdo entre los Gobiernos de Bolivia y el de los Estados Unidos de América.

Válgame de esta oportunidad para renovar a Vuestra Señoría las seguridades de mi más alta consideración.

JOSÉ FELLMAN VELARDE

José Fellman Velarde
Ministro de Relaciones Exteriores y Culto

A Su Señoría H.

JOHN H. STUTESMAN JR.,

*Encargado de Negocios a.i.
de los Estados Unidos de Norte America.
Presente.-*

Translation

REPUBLIC OF BOLIVIA

MINISTRY OF FOREIGN AFFAIRS
AND WORSHIP

No. DGNA, 233/747

LA PAZ, June 24, 1963

Mr. Chargé d'Affaires:

I have the honor to acknowledge receipt of your note No. 388 of this date, which reads as follows:

[For the English language text of the note, see *ante*, p. 1727.]

In reply, I have the honor to inform you that the Government of Bolivia accepts the proposed amendment and states that this note and your note shall constitute an Agreement between the Governments of Bolivia and that of the United States of America.

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

JOSÉ FELLMAN VELARDE

José Fellman Velarde

Minister of Foreign Affairs and Worship

Mr. JOHN H. STUTESMAN, Jr.,

*Chargé d'Affaires ad interim of the
United States of America,
City.*

BOLIVIA

Agricultural Commodities: Sales Under Title IV

Agreements amending the agreement of February 4, 1963, as amended.

Effectuated by exchange of notes

Signed at La Paz June 24, 1963;

Entered into force June 24, 1963.

And exchange of notes

Signed at La Paz November 20, 1963;

Entered into force November 20, 1963.

*The American Chargé d'Affaires ad interim to the Bolivian Minister
of Foreign Affairs and Worship*

No. 389

LA PAZ, June 24, 1963.

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement of February 4, 1963, as amended, [¹] between our two Governments and to propose that the Agreement be further amended by deleting the commodity table in Article I and substituting the following:

Commodity	Approximate Maximum Quantity	Export Market Value to be Financed
Wheat flour (US Calendar Year 1963)	12,000 MT	\$1,064,000
Rice (US Fiscal Year 1963)	3,100 MT	314,000
Cottonseed and/or soybean oil (US Fiscal Year 1963)	710 MT	193,000
Lard (US Fiscal Year 1963)	1,300 MT	294,000
Condensed Milk (US Fiscal Year 1963)	1,315 MT	666,000
Evaporated Milk (US Fiscal Year 1963)	660 MT	217,000
Ocean Transportation (Estimated)		244,000
		2,992,000

¹ TIAS 5292, 5323; *ante*, pp. 172, 361.

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

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

JOHN H. STUTESMAN Jr.
Chargé d'Affaires ad interim

His Excellency

JOSÉ FELLMAN VELARDE,

*Minister of Foreign Affairs and Worship,
La Paz.*

*The Bolivian Minister of Foreign Affairs and Worship to the
American Chargé d'Affaires ad interim*

REPUBLICA DE BOLIVIA
MINISTERIO DE RELACIONES
EXTERIORES Y CULTO

Nº DGNA. 234/748

LA PAZ, 24 de junio de 1963.

SEÑOR ENCARGADO DE NEGOCIOS:

Me es grato avisar recibo de la atenta nota de Vuestra Señoría de esta misma fecha, número 389, que textualmente dice:

"Embajada de los Estados Unidos.— N° 389.—La Paz, 24 de junio de 1963.—Excelencia: Tengo el honor de referirme al Convenio sobre Productos Agrícolas de Consumo del 4 de febrero de 1963, enmendado, entre nuestros dos Gobiernos, y de proponer que dicho Convenio sea nuevamente enmendado suprimiendo la lista de productos de consumo en el artículo 1º y reemplazándola por la siguiente:

<u>PRODUCTOS</u>	<u>CANTIDAD MAXIMA APROXIMADA</u>	<u>VALOR DE EX- PORTACION A SER FINANCIADA</u>
Harina de trigo US año calendario 1963.	12,000 ton. metr.	\$1,064,000.—
Arroz US año Fiscal 1963.	3,100 " "	314,000.—
Aceite de soya o algodón año Fiscal 1963.	710 " "	193,000.—
Manteca US año Fiscal 1963.	1,300 " "	294,000.—
Leche Condensada US año Fiscal 1963	1,315 " "	666,000.—
Leche Evaporada US año Fiscal 1963.	660 " "	217,000.—
Transporte marítimo (aproximado)		244,000.—
TOTAL		<u>2,992,000.—</u>

Si dicha enmienda es aceptable al Gobierno de Vuestra Excelencia, tengo el honor de proponer que esta nota y la respuesta de Vuestra Excelencia en iguales términos, constituyan un Acuerdo entre nuestros dos Gobiernos sobre esta materia, que entrará en vigor en la fecha de la nota de respuesta de Vuestra Excelencia.

Acepte Excelencia, las renovadas seguridades de mi más alta consideración.

(Fdo.) John H. Stutesman Jr."

Al respecto, tengo el honor de informar a Vuestra Señoría que el Gobierno de Bolivia acepta los términos de la enmienda propuesta y expresa que la presente nota conjuntamente con la de Vuestra Señoría, constituyen un Acuerdo entre los Gobiernos de Bolivia y el de los Estados Unidos de América.

Ofrezco a Vuestra Señoría, el testimonio de mi más alta consideración.

JOSÉ FELLMAN VELARDE

José Fellman Velarde
Ministro de Relaciones Exteriores y Culto.

A Su Señoría

JOHN H. STUTESMAN JR.,
*Encargado de Negocios a.i.
de los Estados Unidos de America.
Presente.-*

Translation

REPUBLIC OF BOLIVIA
MINISTRY OF FOREIGN AFFAIRS
AND WORSHIP

No. DGNA. 234/748

LA PAZ, June 24, 1963

MR. CHARGÉ D'AFFAIRES:

I take pleasure in acknowledging receipt of your note No. 389 of this date, which reads as follows:

[For the English language text of the note, see *ante*, p. 1730.]

In this connection, I have the honor to inform you that the Government of Bolivia accepts the terms of the proposed amendment and states that this note, together with your note, shall constitute an agreement between the Governments of Bolivia and that of the United States of America.

I present to you the assurance of my highest consideration.

JOSÉ FELLMAN VELARDE

José Fellman Velarde
Minister of Foreign Affairs
and Worship

Mr. JOHN H. STUTESMAN, Jr.,
*Chargé d'Affaires ad interim of the
United States of America,
City.*

*The American Chargé d'Affaires ad interim to the Bolivian Minister
of Foreign Affairs and Worship*

No. 138

LA PAZ, November 20, 1963.

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement of February 4, 1963 between our two governments and to propose that the agreement, as amended, be further amended as follows:

In the commodity table appearing in Article I, substitute 16,000 metric tons and \$1,339,000 respectively for the estimated quantity and dollar value of wheat flour; increase the amount for ocean transportation (estimated) to \$279,000; and increase the total to \$3,302,000.

It is understood that imports of wheat flour under Title IV of the United States Agricultural Trade Development and Assistance Act [1]

¹ 73 Stat. 610; 7 U.S.C. §§ 1731-1736.

as well as those under Title I of this Act [¹] shall be over and above commercial imports from free world sources during calendar year 1963 of not less than 40,000 metric tons of wheat and/or wheat flour in wheat equivalent.

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 Excellency's note in reply.

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

JOHN H. STUTESMAN Jr.
Chargeé d'Affaires ad interim.

His Excellency

JOSÉ FELLMAN VELARDE,
*Minister of Foreign Affairs and Worship,
La Paz.*

*The Bolivian Minister of Foreign Affairs and Worship to the
American Chargeé d'Affaires ad interim*

REPUBLICA DE BOLIVIA

MINISTERIO DE RELACIONES
EXTERIORES Y CULTO

Nº DGNA. 452/1621.

LA PAZ, 20 de noviembre de 1963.

SEÑOR ENCARGADO DE NEGOCIOS:

Me es honroso avisar recibo de la estimable Nota de Vuestra Señoría, número 138 de esta misma fecha, que textualmente dice:

"Embajada de los Estados Unidos de América.— N° 138.—La Paz, 20 de noviembre de 1963.— Excelencia: Tengo el honor de referirme al Convenio sobre productos Agrícolas de Consumo de 4 de febrero de 1963 entre nuestros dos Gobiernos y de proponer que dicho Convenio, ya enmendado, sea nuevamente enmendado en la siguiente forma:

En la lista de productos contenida en el Artículo Iº, substituir 16.000 toneladas métricas y \$us. 1.339.000 respectivamente, por la cantidad estimada y valor en dólares de la harina de trigo y aumentar el costo de transporte marítimo (estimado) en \$us. 279.000 llevando el total a la suma de \$us. 3.302.000.

Queda entendido que las importaciones de harina de trigo bajo el Título IV de la Ley de los Estados Unidos de Ayuda y Fomento al Comercio Agrícola como tambien aquellas bajo el Título I de dicha Ley, serán en exceso de las importaciones de fuentes del mundo libre no menor a la cantidad de 40.000 toneladas métricas de trigo y/o harina de trigo en su equivalente de trigo durante el año calendario de 1963.

¹ 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

Tengo el honor de proponer que la presente nota y su respuesta en conformidad a ella, constituyan un acuerdo entre nuestros dos gobiernos que entrará en vigencia en la fecha de respuesta de Vuestra Excelencia.

Acepte, Excelencia las seguridades renovadas de mi más alta consideración".

(Fdo.) John H. Stutesman Jr.
Encargado de Negocios a.i.

En respuesta, tengo el honor de informar a Vuestra Señoría que mi Gobierno acepta los términos de la enmienda propuesta y expresa que la presente nota y la de Vuestra Señoría, constituyen un Acuerdo entre los Gobiernos de Bolivia y el de los Estados Unidos de América que entrará en vigencia desde esta fecha.

Válgame de esta oportunidad para renovar a Vuestra Señoría el testimonio de mi más alta consideración.

JOSÉ FELLMAN VELARDE

José Fellman Velarde
Ministro de Relaciones Exteriores y Culto

A Su Señoría

JOHN H. STUTESMAN Jr.
Encargado de Negocios a.i.
de los Estados Unidos de Norte America.
Presente.-

Translation

REPUBLIC OF BOLIVIA
MINISTRY OF FOREIGN AFFAIRS
AND WORSHIP
No. DGNA. 452/1621.

LA PAZ, November 20, 1963

MR. CHARGÉ D'AFFAIRES:

I have the honor to acknowledge receipt of your note No. 138 of this date, which reads as follows:

[For the English language text of the note, see *ante*, p. 1733.]

In reply, I have the honor to inform you that my Government accepts the terms of the proposed amendment and states that this note and your note shall constitute an agreement between the Governments of Bolivia and that of the United States of America which shall enter into force on this date.

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

JOSÉ FELLMAN VELARDE

José Fellman Velarde
*Minister of Foreign Affairs
and Worship*

Mr. JOHN H. STUTESMAN, Jr.,
*Chargé d'Affaires ad interim of the
United States of America,
City.*

CANADA

Aviation: Air Traffic Control

*Agreement effected by exchange of notes
Signed at Ottawa December 20 and 27, 1963;
Entered into force December 27, 1963.*

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

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 203

EXCELLENCY:

I have the honour to refer to recent discussions between representatives of our two Governments for the general purpose of reaching agreement on measures to insure the orderly, efficient and safe control of aircraft operating in the airspace near the common boundary of the United States of America and Canada. It has been agreed that from time to time it may be desirable for the United States of America to exercise air traffic control in airspace above the territory and territorial waters of Canada, and for Canada to exercise air traffic control in airspace above the territory and territorial waters of the United States of America.

I have the honour to propose that the competent administrative authorities charged with the responsibility for air traffic control in our two countries be authorized to conclude arrangements, when they agree that the orderly, efficient and safe control of air traffic makes such arrangements desirable, for the exercise of air traffic control by one country in specified segments of airspace above the territory of the other country within fifty nautical miles of the common boundary of the two countries. The air traffic control in such segments shall be in accordance with the air traffic regulations of the country over which the aircraft are operating, and both Governments undertake through their competent administrative authorities to keep the other currently informed of any changes in said regulations. It is understood that to carry out this agreement the competent administrative authorities may authorize appropriate subordinates to conclude supplemental arrangements concerning technical and operational details of air traffic control within designated segments.

After arrangements are concluded between the competent administrative authorities that a specific segment of airspace over one country shall be entrusted to the air traffic control authority of the other country, each country shall take all necessary measures to make effective the exercise of such air traffic control in that segment in accordance with the national laws and regulations of the country of which the segment is a part.

If this proposal is acceptable to your Government, I have the honour to propose that this Note and your reply to that effect shall constitute an agreement between our two Governments with effect from the date of your reply.

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

W. W. BUTTERWORTH

EMBASSY OF THE UNITED STATES OF AMERICA,
Ottawa, December 20, 1963.

His Excellency

PAUL MARTIN,

*Secretary of State for External Affairs,
Ottawa.*

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

DEPARTMENT OF EXTERNAL AFFAIRS
CANADA

No. 218

OTTAWA, *December 27, 1963*

EXCELLENCY:

I have the honour to refer to your Note No. 203 dated December 20, 1963 proposing an agreement on measures to ensure the orderly, efficient and safe control of aircraft operating in the air space near the common boundary of the United States of America and Canada.

I have the honour to state that the Government of Canada is agreeable to the proposal set out in your Note and I concur in your suggestion that your Note and this reply shall constitute an agreement between our two governments with effect from this date.

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

PAUL MARTIN
Secretary of State for External Affairs

His Excellency W. WALTON BUTTERWORTH,
*Ambassador of the United States of America,
100 Wellington Street,
Ottawa.*

CANADA

Boundary Waters:

Saint Lawrence Seaway Reimposition of Tolls on the Welland Canal

*Agreement effected by exchange of notes
Signed at Ottawa December 19 and 20, 1963;
Entered into force December 20, 1963.*

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

DEPARTMENT OF
EXTERNAL AFFAIRS
CANADA

No. 198

OTTAWA, December 19, 1963.

EXCELLENCY,

I have the honour to refer to the Exchange of Notes of March 9, 1959 [¹] setting out the Tariff of Tolls on the St. Lawrence Seaway including the Welland Canal, and to the Exchange of Notes of July 3 and 13, 1962 [²] which varied the Tariff of Tolls in order to provide for the suspension of tolls on the Welland Canal. In my predecessor's Note No. 118 of July 3, 1962, he said :

"I shall of course communicate further with you if the Government of Canada subsequently decides that it would be advisable to revoke this suspension and reimpose tolls on the Welland Canal".

The Canadian Government has decided that it would be advisable to revoke the suspension referred to and to reimpose tolls on the Welland Canal as of April 1, 1964 at the rates and under the terms existing immediately prior to the suspension.

I have the honour to suggest that this Note and your reply shall constitute an Agreement between our two Governments to terminate as of April 1, 1964 the Exchange of Notes of July 3 and 13, 1962 and to restore the original provisions of the Exchange of Notes of March 9, 1959 in relation to the Welland Canal.

¹ TIAS 4192; 10 UST 323.

² TIAS 5117; 13 UST 1763.

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

PAUL MARTIN
*Secretary of State
for External Affairs*

His Excellency W. WALTON BUTTERWORTH,
*Ambassador of United States,
100 Wellington Street,
Ottawa.*

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

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 202

EXCELLENCY:

I have the honour to refer to your Note No. 198 of December 19, 1963, concerning the proposal of the Canadian Government that the exchange of Notes of July 3 and 13, 1962, be revoked and that tolls on the Welland Canal be reimposed as of April 1, 1964 at the rates and under the terms set forth in the original exchange of Notes of March 9, 1959.

I have been instructed by my Government to inform you that the proposed reimposition of Welland Canal tolls, termination of the exchange of Notes of July 3 and 13, 1962, and restoration of the original provisions of the exchange of Notes of March 9, 1959 in relation to the Welland Canal are acceptable.

Accordingly, your Note and this reply shall constitute an agreement between the Government of the United States of America and the Government of Canada to terminate as of April 1, 1964 the exchange of Notes of July 3 and 13, 1962 and to restore the original provisions of the exchange of Notes of March 9, 1959 in relation to the Welland Canal.

Accept, Excellency, the assurances of my highest consideration.

W. W. BUTTERWORTH

THE EMBASSY OF THE UNITED STATES OF AMERICA,
Ottawa, December 20, 1963.

His Excellency

PAUL MARTIN,
*Secretary of State for External Affairs,
Ottawa.*

CHINA

Trade in Cotton Textiles

Agreement effected by exchange of notes

Signed at Taipei October 19, 1963;

Entered into force October 19, 1963.

With exchange of letters

Signed at Taipei October 21, 1963.

The American Ambassador to the Chinese Minister of Foreign Affairs

No. 36

TAIPEI, October 19, 1963.

EXCELLENCY:

I have the honor to refer to recent discussions in Taipei between representatives of the Government of the United States of America and the Government of the Republic of China concerning exports of cotton textiles from the Republic of China 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 the Republic of China and the United States:

(1) The Government of the Republic of China shall limit its exports to the United States in all categories of cotton textiles for the twelve-month period beginning October 1, 1963 to an aggregate limit of 53 million square yards equivalent.

(2) Within this overall ceiling, the following group ceilings shall apply:

(a)	Apparel categories (Categories 39-63)	19.7 million syds.
(b)	All other categories (Categories 1-38 and 64)	33.3 million syds.

(3) Within the group ceiling for apparel categories, the following specific ceilings shall apply:

(a)	Categories 41-42	77,700 doz.
(b)	Category 43	10,500 doz.
(c)	Category 44	15,000 doz.
(d)	Category 45	9,000 doz.
(e)	Category 46	225,000 doz.

(f)	Category 47	25,000 doz.
(g)	Category 49	3,150 doz.
(h)	Category 50	122,000 doz.
(i)	Category 51	196,000 doz.
(j)	Category 52	125,000 doz.
(k)	Category 53	10,000 doz.
(l)	Category 54	21,000 doz.
(m)	Category 55	3,150 doz.
(n)	Category 57	25,000 doz.
(o)	Category 59	25,000 doz.
(p)	Category 60	18,900 doz.
(q)	Category 62	15,750 lbs.
(r)	Category 63	125,000 lbs.

(4) Within the group ceiling on all other categories the following specific ceilings shall apply:

(a)	Category 1	500,000 lbs.
(b)	Category 2	78,750 lbs.
(c)	Category 5	902,050 syds.
(d)	Category 6	367,500 syds.
(e)	Category 9	17,000,000 syds.
(f)	Category 15	500,000 syds.
(g)	Category 18	725,000 syds.
(h)	Category 19	212,500 syds.
(i)	Category 22	825,000 syds.
(j)	Category 23	600,000 syds.
(k)	Category 26	3,060,000 syds.
(l)	Category 28	850,000 pcs.
(m)	Category 30	1,500,000 pcs.

(5) Within the group ceilings for each group the square yard equivalent of any shortfalls occurring in exports in the categories given specific ceilings may be used in any category not given a specific ceiling. In the event the Government of the Republic of China desires to export in a twelve-month period more than 350,000 square yards equivalent in any category not given a specific ceiling, it shall request consultations with the Government of the United States on this question. The United States Government shall agree to enter into such consultations and, during the course thereof, shall provide the Government of the Republic of China with information on the condition of the United States market in the category in question. Until agreement is reached, the Government of the Republic of China shall limit its exports in the category in question at an annual level not in excess of 350,000 square yards equivalent.

(6) The limitations on exports established in paragraphs 1, 2, 3, 4, 5 and 8 of this agreement shall be increased by five percent for the twelve-month period beginning October 1, 1964; and for each subsequent twelve-month period these limitations shall be increased by a further five percent over the levels of the immediately preceding twelve-month period.

(7) Annual exports from the Republic of China in categories 9, 22 and 26 shall be spaced on a cumulative quarterly percentage basis of 33-66-93-100. Annual exports from the Republic of China in categories 46, 50, 51 and 52 shall be spaced on a cumulative quarterly percentage basis of 50-80-100-100. Annual exports in other categories subject to specific ceilings shall be spaced as evenly as practicable, taking into account seasonal factors.

(8) The Government of the Republic of China shall limit its exports of items made of corduroy in categories 46, 50 and 51 at an annual ceiling of no more than 4 million square yards. In the event concentration in exports from the Republic of China to the United States of items of apparel made up of cotton fabrics causes or threatens to cause market disruption in the United States, the Government of the United States may call for consultations with the Government of the Republic of China in order to reach a mutually satisfactory solution to the problem. The Government of the Republic of China shall agree to enter into such consultations and, during the course thereof, the Government of the Republic of China shall limit its exports of the items in question at an annual level of 105 percent of its exports during the twelve-month period immediately preceding the month in which consultations are requested.

(9) Each Government agrees to supply promptly any available statistical data requested by the other Government. In particular, the Governments agree to exchange monthly data on exports and imports of cotton textiles from the Republic of China to the United States. In the implementation of this agreement, the system of categories and the factors for conversion into square yard equivalents set forth in the annex to this agreement shall apply.

(10) During the life of this agreement, the United States Government shall not invoke the procedures of Articles 6(c) and 3 of the Long-Term Arrangements Regarding International Trade in Cotton Textiles done at Geneva on February 9, 1962 [¹] to limit importation of cotton textiles from the Republic of China into the United States.

(11) The Governments agree to consult on any question arising in the implementation of this agreement. In particular, in the event that because of a return to normalcy of market conditions in the United States, the Government of the United States relaxes measures it has taken under the Long-Term Arrangement for any of the categories, consultation may be requested by the Government of the Republic of China to remove or modify ceilings established for such categories by this agreement.

(12) This agreement shall continue in force through September 30, 1967; provided that either Government may propose revisions in the terms of the agreement no later than 90 days prior to the beginning of a new twelve-month period; and provided further that either Government may terminate this agreement effective at the beginning of a new twelve-month period by written notice to the other Govern-

¹ TIAS 5240; 13 UST 2672.

ment given at least 90 days prior to the beginning of such new twelve-month period.

(13) The Governments recognize that the agreement reached by letters of August 8, 14, 28 and September 20, 1963 [1] between officials of the two Governments concerning the entry into the United States of certain cotton textiles exported from the Republic of China requires that deductions be made from certain specific ceilings applicable during the term of this agreement. Accordingly, the following annual deductions shall be made from the ceilings applicable to the listed categories,

	<u>First Year</u>	<u>Second Year</u>	<u>Third Year</u>	<u>Fourth Year</u>
Category 5 (syds)	169, 400	127, 100	84, 700	42, 400
Category 19 (syds)	58, 100	43, 500	29, 000	14, 500
Categories 41-42 (doz)	5, 600	4, 200	2, 800	1, 300
Category 43 (doz)	2, 800	2, 100	1, 400	700
Category 45 (doz)	700	500	300	200
Category 46 (doz)	4, 700	3, 500	2, 300	1, 200
Category 50 (doz)	2, 100	1, 600	1, 100	500
Category 51 (doz)	300	200	200	100
Category 60 (doz)	7, 100	5, 300	3, 500	1, 800
Category 62 (lbs)	7, 800	5, 900	3, 900	2, 900
Category 63 (lbs)	23, 800	17, 900	11, 900	5, 900
Category 64 (syds)*	182, 600	137, 000	91, 300	45, 700

*To be deducted from group ceiling for "all other categories".

(14) In order that the effective dates of prior restraint actions terminating, pursuant to this agreement, on October 1, 1963 may be modified to coincide with the annual periods applicable in this agreement, the following additional deductions shall be made for the first year of the agreement from the specific ceilings listed in paragraphs 3 and 4:

Category 5	120,166 syds.
Category 6	3,515 syds.
Category 18	407,056 syds.
Category 19	25,000 syds.
Category 41	10,666 doz.
Category 42	1,666 doz.
Category 43	1,666 doz.
Category 45	1,666 doz.
Category 49	3,034 doz.
Category 54	3,600 doz.
Category 55	500 doz.
Category 60	3,000 doz.
Category 64*	15,333 syds.

*To be deducted from group ceilings for "all other categories".

¹ Not printed.

If these proposals are acceptable to the Government of the Republic of China, this note and Your Excellency's note of acceptance on behalf of the Government of the Republic of China shall constitute an agreement between our Governments.

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

JERAULD WRIGHT

His Excellency

SHEN CHANG-HUAN,
Minister of Foreign Affairs,
Taipei.

ANNEX

SQUARE YARD EQUIVALENT CONVERSION FACTORS BY CATEGORY

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
1	Yarn, Carded, Singles	Lb.	4.6
2	Yarn, Carded, Plied	Lb.	4.6
3	Yarn, Combed, Singles	Lb.	4.6
4	Yarn, Combed, Plied	Lb.	4.6
5	Gingham, Carded	Syd.	1.0
6	Gingham, Combed	Syd.	1.0
7	Velveteens	Syd.	1.0
8	Corduroy	Syd.	1.0
9	Sheeting, Carded	Syd.	1.0
10	Sheeting, Combed	Syd.	1.0
11	Lawns, Carded Yarn	Syd.	1.0
12	Lawns, Combed Yarn	Syd.	1.0
13	Voiles, Carded Yarn	Syd.	1.0
14	Voiles, Combed Yarn	Syd.	1.0
15	Poplin and Broadcloth, Carded	Syd.	1.0
16	Poplin and Broadcloth, Combed	Syd.	1.0
17	Typewriter Ribbon Cloth	Syd.	1.0
18	Print Cloth Shirting, 80 x 80 Carded	Syd.	1.0
19	Print Cloth Shirting, Other, Carded	Syd.	1.0
20	Shirting, Carded	Syd.	1.0
21	Shirting, Combed	Syd.	1.0
22	Twill and Sateen, Carded	Syd.	1.0
23	Twill and Sateen, Combed	Syd.	1.0
24	Yarn-Dyed Fab., Exc. Gingham, Carded	Syd.	1.0

SQUARE YARD EQUIVALENT CONVERSION FACTORS BY CATEGORY

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
25	Yarn-Dyed Fab., Exc. Ginghams, ¹ Combed	Syd.	1. 0
26	Fabrics, N.E.S. Carded	Syd.	1. 0
27	Fabrics, N.E.S. Combed	Syd.	1. 0
28	Pillowcases, Plain, Carded	No.	1. 084
29	Pillowcases, Plain, Combed	No.	1. 084
30	Dish Towels	No.	. 348
31	Other Towels	No.	. 348
32	Handkerchiefs	Doz.	1. 66
33	Table Damasks and Mfrs.	Lb.	3. 17
34	Sheets, Carded	No.	6. 2
35	Sheets, Combed	No.	6. 2
36	Bedspreads and Quilts	No.	6. 9
37	Braided and Woven Elastics	Lb.	4. 6
38	Fishing Nets	Lb.	4. 6
39	Gloves and Mittens	Doz. Prs.	3. 527
40	Hose and Half Hose	Doz. Prs.	4. 6
41	M and B White T-Shirts	Doz.	7. 234
42	Other T-Shirts	Doz.	7. 234
43	Knitshirts Exc. T and Sweatshirts	Doz.	7. 234
44	Sweaters and Cardigans	Doz.	36. 8
45	M and B Shirts, Dress, Not Knit	Doz.	22. 186
46	M and B Shirts, Sport, Not Knit	Doz.	24. 457
47	M and B Shirts, Work, Not Knit	Doz.	22. 186
48	Raincoats, $\frac{3}{4}$ Length or Over	Doz.	50. 0
49	Other Coats	Doz.	32. 5
50	M and B Trousers, Slacks and Shorts (Outer)	Doz.	17. 797
51	W and Ch. Trousers, Slacks and Shorts (Outer)	Doz.	17. 797
52	Blouses, Whether or Not in Sets	Doz.	14. 53
53	W, Ch & Inf. Dresses (Inc. Uniforms) Not Knit	Doz.	45. 3
54	Playsuits, Washsuits, Sunsuits etc.	Doz.	25. 0
55	Dressing Gowns, etc. Not Knit	Doz.	51. 0
56	M and B Undershirts, Exc. T	Doz.	9. 2
57	M and B Briefs and Undershorts	Doz.	11. 25
58	Drawers, Shorts and Briefs, Exc. M and B, Knit	Doz.	5. 0
59	Other Underwear, Not Knit or Crocheted	Doz.	16. 0
60	Nightwear and Pyjamas	Doz.	51. 96
61	Brassieres and Other Body Supporting Garments	Doz.	4. 75
62	Other Knit or Crocheted Clothing	Lb.	4. 6
63	Other Clothing, Not Knit or Crocheted	Lb.	4. 6
64	All Other Cotton Textile Items	Lb.	4. 6

*The Chinese Minister of Foreign Affairs to the American Ambassador*MINISTRY OF FOREIGN AFFAIRS
REPUBLIC OF CHINA

WAI(52)MEI-I-014638

TAIPEI, October 19, 1963

EXCELLENCY:

I have the honor to acknowledge receipt of your note of today's date proposing a bilateral arrangement concerning trade in cotton textiles between the Republic of China and the United States, which reads as follows:

"I have the honor to refer to recent discussions in Taipei between representatives of the Government of the United States of America and the Government of the Republic of China concerning exports of cotton textiles from the Republic of China 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 the Republic of China and the United States:

"(1) The Government of the Republic of China shall limit its exports to the United States in all categories of cotton textiles for the twelve-month period beginning October 1, 1963 to an aggregate limit of 53 million square yards equivalent.

"(2) Within this overall ceiling, the following group ceilings shall apply:

- | | |
|--|--------------------|
| (a) Apparel categories
(Categories 39-63) | 19.7 million syds. |
| (b) All other categories
(Categories 1-38 and 64) | 33.3 million syds. |

"(3) Within the group ceiling for apparel categories, the following specific ceilings shall apply:

- | | |
|----------------------|--------------|
| (a) Categories 41-42 | 77,700 doz. |
| (b) Category 43 | 10,500 doz. |
| (c) Category 44 | 15,000 doz. |
| (d) Category 45 | 9,000 doz. |
| (e) Category 46 | 225,000 doz. |
| (f) Category 47 | 25,000 doz. |
| (g) Category 49 | 3,150 doz. |
| (h) Category 50 | 122,000 doz. |
| (i) Category 51 | 196,000 doz. |
| (j) Category 52 | 125,000 doz. |
| (k) Category 53 | 10,000 doz. |
| (l) Category 54 | 21,000 doz. |
| (m) Category 55 | 3,150 doz. |
| (n) Category 57 | 25,000 doz. |
| (o) Category 59 | 25,000 doz. |
| (p) Category 60 | 18,900 doz. |
| (q) Category 62 | 15,750 lbs. |
| (r) Category 63 | 125,000 lbs. |

"(4) Within the group ceiling on all other categories the following specific ceilings shall apply:

(a)	Category 1	500,000 lbs.
(b)	Category 2	78,750 lbs.
(c)	Category 5	902,050 syds.
(d)	Category 6	367,500 syds.
(e)	Category 9	17,000,000 syds.
(f)	Category 15	500,000 syds.
(g)	Category 18	725,000 syds.
(h)	Category 19	212,500 syds.
(i)	Category 22	825,000 syds.
(j)	Category 23	600,000 syds.
(k)	Category 26	3,060,000 syds.
(l)	Category 28	850,000 pcs.
(m)	Category 30	1,500,000 pcs.

"(5) Within the group ceilings for each group the square yard equivalent of any shortfalls occurring in exports in the categories given specific ceilings may be used in any category not given a specific ceiling. In the event the Government of the Republic of China desires to export in a twelve-month period more than 350,000 square yards equivalent in any category not given a specific ceiling, it shall request consultations with the Government of the United States on this question. The United States Government shall agree to enter into such consultations and, during the course thereof, shall provide the Government of the Republic of China with information on the condition of the United States market in the category in question. Until agreement is reached, the Government of the Republic of China shall limit its exports in the category in question at an annual level not in excess of 350,000 square yards equivalent.

"(6) The limitations on exports established in paragraphs 1, 2, 3, 4, 5 and 8 of this agreement shall be increased by five percent for the twelve-month period beginning October 1, 1964; and for each subsequent twelve-month period these limitations shall be increased by a further five percent over the levels of the immediately preceding twelve-month period.

"(7) Annual exports from the Republic of China in categories 9, 22 and 26 shall be spaced on a cumulative quarterly percentage basis of 33-66-93-100. Annual exports from the Republic of China in categories 46, 50, 51 and 52 shall be spaced on a cumulative quarterly percentage basis of 50-80-100-100. Annual exports in other categories subject to specific ceilings shall be spaced as evenly as practicable, taking into account seasonal factors.

"(8) The Government of the Republic of China shall limit its exports of items made of corduroy in categories 46, 50 and 51 at an annual ceiling of no more than 4 million square yards. In the event concentration in exports from the Republic of China to the

United States of items of apparel made up of cotton fabrics causes or threatens to cause market disruption in the United States, the Government of the United States may call for consultations with the Government of the Republic of China in order to reach a mutually satisfactory solution to the problem. The Government of the Republic of China shall agree to enter into such consultations and, during the course thereof, the Government of the Republic of China shall limit its exports of the items in question at an annual level of 105 percent of its exports during the twelve-month period immediately preceding the month in which consultations are requested.

“(9) Each Government agrees to supply promptly any available statistical data requested by the other Government. In particular, the Governments agree to exchange monthly data on exports and imports of cotton textiles from the Republic of China to the United States. In the implementation of this agreement, the system of categories and the factors for conversion into square yard equivalents set forth in the annex to this agreement shall apply.

“(10) During the life of this agreement, the United States Government shall not invoke the procedures of Articles 6(c) and 3 of the Long-Term Arrangements Regarding International Trade in Cotton Textiles done at Geneva on February 9, 1962 to limit importation of cotton textiles from the Republic of China into the United States.

“(11) The Governments agree to consult on any question arising in the implementation of this agreement. In particular, in the event that because of a return to normalcy of market conditions in the United States, the Government of the United States relaxes measures it has taken under the Long-Term Arrangement for any of the categories, consultation may be requested by the Government of the Republic of China to remove or modify ceilings established for such categories by this agreement.

“(12) This agreement shall continue in force through September 30, 1967; provided that either Government may propose revisions in the terms of the agreement no later than 90 days prior to the beginning of a new twelve-month period; and provided further that either Government may terminate this agreement effective at the beginning of a new twelve-month period by written notice to the other Government given at least 90 days prior to the beginning of such new twelve-month period.

“(13) The Governments recognize that the agreement reached by letters of August 8, 14, 28 and September 20, 1963 between officials of the two Governments concerning the entry into the United States of certain cotton textiles exported from the Republic of China requires that deductions be made from certain specific ceilings applicable during the term of this agreement. Accordingly, the following annual deductions shall be made from the ceilings applicable to the listed categories,

	<u>First Year</u>	<u>Second Year</u>	<u>Third Year</u>	<u>Fourth Year</u>
Category 5 (syds)	169,400	127,100	84,700	42,400
Category 19 (syds)	58,100	43,500	29,000	14,500
Categories 41-42 (doz)	5,600	4,200	2,800	1,300
Category 43 (doz)	2,800	2,100	1,400	700
Category 45 (doz)	700	500	300	200
Category 46 (doz)	4,700	3,500	2,300	1,200
Category 50 (doz)	2,100	1,600	1,100	500
Category 51 (doz)	300	200	200	100
Category 60 (doz)	7,100	5,300	3,500	1,800
Category 62 (lbs)	7,800	5,900	3,900	2,900
Category 63 (lbs)	23,800	17,900	11,900	5,900
Category 64 (syds)*	182,600	137,000	91,300	45,700

*To be deducted from group ceiling for 'all other categories'.

"(14) In order that the effective dates of prior restraint actions terminating, pursuant to this agreement, on October 1, 1963 may be modified to coincide with the annual periods applicable in this agreement, the following additional deductions shall be made for the first year of the agreement from the specific ceilings listed in paragraphs 3 and 4:

Category 5	120,166 syds.
Category 6	3,515 syds.
Category 18	407,056 syds.
Category 19	25,000 syds.
Category 41	10,666 doz.
Category 42	1,666 doz.
Category 43	1,666 doz.
Category 45	1,666 doz.
Category 49	3,034 doz.
Category 54	3,600 doz.
Category 55	500 doz.
Category 60	3,000 doz.
Category 64*	15,333 syds.

*To be deducted from group ceilings for 'all other categories'.

"If these proposals are acceptable to the Government of the Republic of China, this note and Your Excellency's note of acceptance on behalf of the Government of the Republic of China shall constitute an agreement between our Governments."

I have the honor to confirm on behalf of the Government of the Republic of China that this bilateral arrangement is acceptable and that your Excellency's note and this note in reply shall constitute an agreement between our Governments.

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

C. H. SHEN

His Excellency

JERAULD WRIGHT,

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

*The Counselor for Economic Affairs, American Embassy, to the Secretary
General, Council for International Economic Cooperation
and Development*

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY,
TAIPEI, TAIWAN,
REPUBLIC OF CHINA,
October 21, 1963.

DEAR MR. LI:

I refer to the bilateral Agreement signed on October 19, 1963, by representatives of our Governments on the subject of cotton textile exports from the Republic of China to the United States.

I understand that the Republic of China has made shipments since October 1, 1963 or has issued export authorizations, still outstanding, for shipments after October 1, 1963, amounting to 2,356,000 square yards of cotton textiles in Category 22 and to 1,900,000 square yards of cotton textiles in Category 24.

In Category 22, the foregoing amount shipped or licensed is 1,531,000 square yards in excess of the ceiling established for that category whereas paragraph 5 of the Agreement is applicable to Category 24, which paragraph provides for consultations in the event that the Republic of China desires to exceed an export level of 350,000 square yards during the period October 1, 1963 through September 30, 1964 in any category not subject to a specific ceiling.

The United States Government agrees to allow entry of these quantities into the United States upon the agreement of the Republic of China to provide compensation to the United States as set forth in the attachment to this letter.

I understand that the Republic of China will not grant any further authorizations for the export of cotton textiles to the United States in Categories 22 and 24 until October 1, 1964. I would appreciate your confirmation on behalf of your Government of these understandings.

Sincerely yours,

WILLIAM K. MILLER
*Counselor of Embassy
 for Economic Affairs*

Mr. K. T. LI,

Secretary General,

*Council for International Economic
 Cooperation and Development (CIECD),
 118 Hwaining Street,
 Taipei.*

COMPENSATION ARRANGEMENT

The following amounts shall be deducted from the ceilings specified as compensation for shipments in Category 22 of 1,531,000 square yards in excess of the ceiling established for the year ending September 30, 1964:

<u>CATEGORY</u>	<u>YEAR AND AMOUNT (IN SQUARE YARDS)</u>		
	October 1, 1964 September 30, 1965	October 1, 1965 September 30, 1966	October 1, 1966 September 30, 1967
5	19,987	19,987	17,131
6	8,091	8,091	6,935
9	376,596	376,596	322,796
15	11,039	11,039	9,462
18	16,021	16,021	13,733
19	4,662	4,662	3,996
22	18,326	18,326	15,708
23	13,343	13,343	11,438
26	67,785	67,785	58,101

The amount of 1,900,000 square yards shipped or to be shipped in Category 24 shall be deducted from the group ceiling established for "All Other Categories" for the year October 1, 1963 through September 30, 1964.

*The Secretary General, Council for International Economic Cooperation
and Development, to the Counselor for Economic Affairs,
American Embassy*

院 政 行
會 員 委 展 發 作 合 濟 經 國
**COUNCIL FOR INTERNATIONAL
ECONOMIC COOPERATION AND DEVELOPMENT
EXECUTIVE YUAN**
118, HWAINING STREET, TAIPEI, TAIWAN, CHINA

REFERENCE NO. C2-63-0321

OCTOBER 21, 1963

Mr. WILLIAM K. MILLER
*Counselor for Economic Affairs
American Embassy, Taipei, Taiwan
Republic of China*

DEAR MR. MILLER:

I have received your letter of today which refers to the bilateral agreement on cotton textiles signed on October 19, 1963 by representatives of our Governments. Your letter proposes methods of compensating for shipments in Category 22 and Category 24 that were made or authorized by my Government to be made after October 1, 1963.

I wish to confirm on behalf of my Government the understandings set forth in your letter and its attachment and to confirm acceptance by my Government of all provisions therein.

Sincerely yours,


K. T. Li
Secretary General

COLOMBIA

Telecommunication: Radio Communications Between Amateur Stations on Behalf of Third Parties

*Agreement effected by exchange of notes
Signed at Bogotá November 16 and 29, 1963;
Entered into force December 29, 1963.*

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

MINISTERIO DE
RELACIONES EXTERIORES

O/J1068

BOGOTÁ, noviembre 16 de 1963

SEÑOR EMBAJADOR:

Con el deseo de estrechar aún más los vínculos de amistad que unen a los Gobiernos y a los pueblos de Colombia y de los Estados Unidos de América, a nombre de mi Gobierno tengo el honor de proponer al de los Estados Unidos de América, por el digno intermedio de Vuestra Excelencia, el perfeccionamiento de un Acuerdo que permita el intercambio de mensajes de terceras partes entre Radio Aficionados de los Estados Unidos de América y Colombia, con las siguientes condiciones:

- 1.- No se podrá pagar directa o indirectamente compensación alguna sobre tales mensajes o comunicaciones.
- 2.- Tales comunicaciones se limitarán a conversaciones o mensajes de carácter técnico o personal para los cuales no se justifique, por razón de su poca importancia, recurrir al servicio público de telecomunicaciones. En caso de desastre, hasta donde el servicio público de telecomunicaciones no esté fácilmente disponible para el manejo expedito de comunicaciones directamente relacionadas con la seguridad de la vida o de los bienes de personas, tales comunicaciones podrán transmitirse por estaciones de radioaficionados de los respectivos países.
- 3.- El presente Acuerdo se aplicará a Colombia y a todos sus territorios insulares, así como a los Estados Unidos de América y a sus territorios y personas, incluyendo Puerto Rico y las Islas Virgenes, y a la Zona del Canal de Panamá. También será aplicable al caso de estaciones de aficionados provistos de licencias otorgadas por las autoridades de los Estados Unidos a

ciudadanos de los Estados Unidos en otras regiones del mundo en que los Estados Unidos ejercen autorización para otorgar licencias.

- 4.- El presente Acuerdo quedará sujeto a terminación por iniciativa de cualquiera de los dos Gobiernos mediante preaviso de sesenta días al otro Gobierno, en virtud de nuevo Acuerdo entre los dos Gobiernos concerniente al mismo asunto o en virtud de vigencia, en cualquiera de los dos países, de legislación incompatible con el presente Acuerdo.

En caso de que el Gobierno de Vuestra Excelencia esté conforme con los términos de la proposición formulada por mi Gobierno en la presente comunicación, esta nota junto con la respuesta que merezca de Vuestra Excelencia, del mismo tenor, constituyen Acuerdo formal entre ambos Gobiernos y entrará en vigor treinta días después de la fecha de la nota de respuesta de Su Excelencia.

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

FERNANDO GÓMEZ MARTÍNEZ

A Su Excelencia el señor

FULTON FREEMAN

*Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América.
La Ciudad.-*

Translation

MINISTRY FOR FOREIGN RELATIONS

O/J1068

BOGOTÁ, November 16, 1963

MR. AMBASSADOR:

Desiring to strengthen still further the bonds of friendship between the Governments and peoples of Colombia and of the United States of America, in the name of my Government I have the honor to propose to the Government of the United States of America, through Your Excellency, the conclusion on an agreement for the exchange of third party messages between radio amateurs of the United States of America and Colombia, under the following terms:

1. No compensation may be directly or indirectly paid on such messages or communications.
2. Such communications shall be limited to conversations or messages of a technical or personal nature for which, by reason of their unimportance, recourse to the public telecommunications service is not justified. To the extent that in the event of

disaster, the public telecommunications service is not readily available for expeditious handling of communications relating directly to safety of life or property, such communications may be transmitted by amateur radio stations of the respective countries.

3. This arrangement shall apply to Colombia and all its insular territories, as well as to the United States of America and its territories and inhabitants, including Puerto Rico and the Virgin Islands, and to the Panama Canal Zone. It shall also be applicable to the case of amateur stations licensed by the United States authorities to United States citizens in other areas of the world in which the United States exercises licensing authority.
4. This arrangement shall be subject to termination, at the request of either Government, on sixty days' notice to the other Government, by further arrangement between the two Governments dealing with the same subject, or by enactment of legislation in either country inconsistent therewith.

In the event that Your Excellency's Government agrees to the terms of the proposal made by my Government in this communication, this note, together with Your Excellency's reply concurring therewith, shall constitute a formal agreement between the two Governments which shall enter into force [¹] thirty days after the date of Your Excellency's note in reply.

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

FERNANDO GÓMEZ MARTÍNEZ

His Excellency

FULTON FREEMAN,

*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.*

The American Ambassador to the Colombian Minister of Foreign Relations

No. 243

BOGOTÁ, November 29, 1963.

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's Note No. 1068, dated November 16, 1963, proposing the conclusion of an agreement between the Governments of the United States of America and Colombia covering the transmission of international radio communications between amateur stations on behalf of third parties.

¹ Dec. 29, 1963.

I have the pleasure to inform Your Excellency that the Government of the United States accepts the proposals contained in the Note and that the effective date of the agreement should be thirty days from the date of this reply.

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

FULTON FREEMAN

His Excellency

FERNANDO GÓMEZ MARTINEZ,
Minister of Foreign Relations,
Bogotá.

REPUBLIC OF THE CONGO

Agricultural Commodities

Agreement amending the agreement of February 23, 1963.

Effectuated by exchange of notes

Signed at Léopoldville December 18 and 19, 1963;

Entered into force December 19, 1963.

The American Chargé d'Affaires ad interim to the Prime Minister of the Republic of the Congo

[Translation]

AMERICAN EMBASSY
LÉOPOLDVILLE
December 18, 1963

His Excellency

CYRILLE ADOULA

Prime Minister, Central Government,
Léopoldville, Republic of the Congo.

EXCELENCY:

In your note dated November 8, 1963 [¹] you requested that 15,000 tons of wheat flour be furnished as an amendment to the Agreement of February 23, 1963 [²] under Public Law 480. [³] That request was communicated immediately to the Department of State in Washington by telegram, with a favorable recommendation from our Embassy.

I have just learned that the Government of the United States has decided to grant the Congo the total amount of the request, namely, 15,000 tons of flour. According to my information, the Procurement Authorization (PA), the document requisite for the purchase of the flour, may be issued and the sales concluded after an exchange of notes between your Government and the American Embassy, amending the Agreement of February 23, 1963 and explaining the terms and conditions that will apply to this sale.

The Interministerial Committee, which is examining all the Public Law 480 agreements throughout the world, has decided that, in the

^¹ Not printed.

^² TIAS 5461; *ante* p. 1573.

^³ 68 Stat. 454; 7 U.S.C. §§ 1701-1709.

case of that amendment, 15 percent of the total Congolese francs accruing from the sale will be reserved for the needs of the United States, 15 percent for loans to the private investment sector, and 70 percent for loans to the Government of the Congo for the economic development of the country. That amendment, which amounts to \$1,500,000, will increase the total of the Agreement of February 23, 1963 from \$23,820,000 to \$25,320,000 and will be sufficient to permit the importation of 15,000 tons of flour and to cover 50 percent of the ocean costs.

The stipulation that a slightly higher percentage than heretofore be reserved for the needs of the United States, that a part be made available to investors in the private sector and that a loan for the purpose of development be made available to the Congo instead of a grant is in harmony with the general American assistance policy. Since February 1962, the American Government has done its utmost to insure that the funds accruing from sales under Public Law 480 are loaned, rather than given, to the governments for their economic development. The fact that the Republic of the Congo received a large part of those funds as grants under the two previous agreements is an exceptional case and was justified only by the situation existing at the time of the negotiation of those agreements.

Title I of Public Law 480 is still a very practical means of enabling the Congo to meet a large part of its food needs without spending its foreign currency. The loan for economic development, although not a grant, will be payable in Congolese currency over a long period. The loans recently concluded under Public Law 480 were concluded at an extremely low interest rate. The agreements for loans may be negotiated at a later date, as soon as the sums of Congolese francs are available at a level considered adequate. The additional condition that part of the Congolese francs be made available to finance the development of the private sector is still a means of encouraging economic prosperity and stability in the Congo.

You will find enclosed our note, written in Washington, for the purpose of amending the Agricultural Commodities Agreement of February 23. If your Government agrees to that text, we request you to reply to us in the affirmative, and the Embassy will recommend that the Procurement Authorization (PA) be issued in order that sales contracts and shipments of wheat flour may be made as soon as possible.

Accept, Excellency, the assurance of my highest consideration.

JAMES L. O'SULLIVAN
Chargé d'Affaires ad interim

Enclosures: French copy of note No. 6 [1]
English copy of note No. 6

¹ Not printed.

No. 6

LEOPOLDVILLE, December 18, 1963

EXCELLENCEY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed February 23, 1963, for financing the sale of food and tobacco and propose that it be amended as follows:

- A. In paragraph 1 of Article I, increase the amount of wheat flour to \$6.75 million and the estimated ocean transportation to \$2.75 million, thus increasing the total value to \$25.32 million.
- B. In Article II, change 10 percent to 10.3 percent in numbered paragraph 1 and change 90 percent to 84.7 percent in numbered paragraph 2. Also add the following new numbered paragraphs:
 3. For loans to be made by the Agency for International Development of Washington (hereinafter referred to as AID) under Section 104(e) of the Agricultural Trade Development and Assistance Act (hereinafter referred to as the Act) and for administrative expenses for AID in the Republic of the Congo incident thereto, 0.9 percent of the Congo francs accrued pursuant to this agreement. It is understood that:
 - (a) Such loans under Section 104(e) of the Act will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in the Congo for business development and trade expansion in the Congo and to United States firms and Congo firms for the establishment of facilities for aiding in the utilization, distribution or otherwise increasing the consumption of and markets for United States agricultural products.
 - (b) Loans will be mutually agreeable to AID and the Government of the Congo, acting through the Bureau of Economic Coordination (hereinafter referred to as the Bureau.) The Director of the Bureau, or his designate, will act for the Government of the Congo, and the Administrator of AID, or his designate, will act for AID.
 - (c) Upon receipt of an application which AID is prepared to consider, AID will inform the Bureau of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan and the general purposes for which the loan proceeds would be expended.
 - (d) When AID is prepared to act favorably upon an application, it will so notify the Bureau and will indicate the interest rate and repayment period

which would be used under the proposed loan. The interest rate will be similar to that prevailing in the Congo on comparable loans, and the maturities will be consistent with the purposes of the financing.

- (e) Within sixty days after the receipt of the notice that AID is prepared to act favorably upon the application, the Bureau will indicate to AID whether or not the Bureau has any objection to the proposed loan. Unless within the sixty-day period AID has received such a communication from the Bureau, it shall be understood that the Bureau has no objection to the proposed loan. When AID approves or declines the proposed loan it will notify the Bureau.
 - (f) In the event the Congo francs set aside for loans under section 104(e) of the Act are not advanced within five years from the date of this agreement because AID has not approved loans or because proposed loans have not been mutually agreeable to AID and the Bureau, the Government of the United States of America may use the Congo francs for any purpose authorized by section 104 of the Act.
4. For a loan to the Government of the Republic of the Congo under 104(g) of the Act for financing such projects to promote economic development, including projects not heretofore included in plans of the Government of the Congo, as may be mutually agreed, 4.1 percent of the Congo francs accruing pursuant to this agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. In the event that agreement is not reached on the use of the Congo francs for loan purposes under Section 104(g) of the Act within 3 years from the date of the agreement, the Government of the United States of America may use the Congo francs for any purpose authorized by Section 104 of the Act.

It is proposed that this note and your reply concurring therein constitute agreement between the two governments to enter into force on the date of your reply.

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

CHARGE D'AFFAIRES, A.I.

His Excellency

CYRILLE ADOUA

Prime Minister

Leopoldville

**AMBASSADE AMÉRICAINE
LÉOPOLDVILLE
18 Décembre 1963**

Son Excellence
Monsieur CYRILLE ADOULA
Premier Ministre
Gouvernement Central
Léopoldville
République du Congo

EXCELLENCE:

Par votre lettre, en date de 8 novembre 1963, vous nous avez demandé que 15,000 tonnes de farine de froment soient fournies comme amendement à l'Accord de la Loi Publique 480, du 23 février 1963. Cette demande a été immédiatement communiquée au Département d'Etat à Washington, par télégramme, avec une recommandation favorable de notre ambassade.

Je viens d'apprendre que le Gouvernement des Etats-Unis a décidé d'accorder la totalité de la demande au Congo, c'est-a-dire, 15,000 tonnes de farine. D'après mes renseignements, l'Autorisation à Acheter (PA), le document essentiel pour que cette farine puisse être achetée, pourra être mise et les ventes conclues, après un échange de notes entre votre Gouvernement et l'Ambassade américaine, échange qui amende l'Accord du 23 février 1963 et qui explique les modalités qui s'appliqueront à cette vente.

Le Comité Interministériel, qui examine tous les accords de la Loi Publique 480 dans le monde entier, a déterminé que, dans le cas de cet amendement, 15 pour cent du total des francs congolais provenant de cette vente seront réservés pour les besoins des Etats-Unis, 15 pour cent pour prêts au secteur privé d'investissement, et 70 pour cent pour prêts au Gouvernement du Congo pour le développement économique du pays. Cet amendement, qui vaut \$1,500,000, augmentera le total de l'Accord du 23 février 1963 d'un montant de \$23,820,000 à \$25,320,000, et sera suffisant pour permettre l'importation de 15,000 tonnes de farine et de couvrir 50 pour cent des frais maritimes.

La stipulation qu'un pourcentage légèrement plus élevé qu'auparavant soit réservé au besoins des Etats-Unis, qu'une partie soit rendue disponible aux investisseurs du secteur privé et qu'un prêt un peu de développement soit mis à la disposition du Congo au lieu d'un don, s'accorde avec la politique générale de l'aide américaine. Depuis février 1962, le Gouvernement américain a fait de grands efforts pour que les fonds, en provenance des ventes dans le cadre de la Loi Publique 480, soient prêtés, au lieu d'être donnés, aux gouvernements pour leur développement économique. Le fait que la République du Congo a pu bénéficier d'une grande partie de ces fonds dans le cadre des deux accords précédents comme dons est un cas exceptionnel et ne fut justifié que par la situation existante au moment des négociations de ces accords.

Titre I de la Loi Publique 480 reste toujours un moyen très pratique pour le Congo de satisfaire à une grande partie de ses besoins en vivres sans dépenser ses devises. Le prêt pour le développement économique, bien qu'il ne soit pas un don, sera payable pendant une longue période, en monnaie congolaise. Les prêts récemment conclue dans le cadre de la Loi Publique 480, l'ont été à un taux d'intérêt extrêmement bas. A une date ultérieure, les accords pour les prêts pourront être négociés dès que les sommes de francs congolais seront disponibles à un niveau considéré comme suffisant. La condition supplémentaire, qu'une partie des francs congolais soit rendue disponible pour financer le développement du secteur privé, est encore une façon d'encourager la prospérité économique et la stabilité au Congo.

Ci-joint vous trouverez notre note, fait à Washington, pour amender l'Accord sur la Fourniture des Produits Agricoles du 23 février. Si votre Gouvernement est en accord avec ce texte, nous vous prions de nous répondre affirmativement et l'Ambassade recommandera que l'Autorisation à Acheter (PA) soit émise pour que les contrats de ventes et les expéditions de farine de froment se fassent aussitôt que possible.

Je vous prie d'agrérer, Excellence, l'expression de ma plus haute considération.

JAMES L. O'SULLIVAN
Charge d'Affaires, a.i.

Ci-joint: Copie française de la note No. 6 [1]
Copie anglaise de la note No. 6 [2]

The Prime Minister of the Republic of the Congo to the American Chargé d'Affaires ad interim

REPUBLIQUE DU CONGO

CABINET
DU PREMIER MINISTRE

N° 3118/63/CAB/P.M./

LÉOPOLDVILLE, le 19 décembre 1963

Monsieur le CHARGÉ D'AFFAIRES, a.i.
*Ambassade Américaine
Léopoldville*

MONSIEUR LE CHARGÉ D'AFFAIRES,

J'ai l'honneur d'accuser réception de votre lettre du 18 décembre relative aux nouvelles dispositions décidées par le Gouvernement des Etats-Unis dans le cadre de l'assistance financière à la République du Congo.

¹ Not printed.

² *Ante*, p. 1760.

Je marque mon accord aux nouvelles conditions faites par le Gouvernement américain, soit:

15 % du total des francs congolais provenant des ventes, à réservé pour les besoins des Etats-Unis;

15 % pour prêts au secteur privé d'investissement;

70 % pour prêt au Gouvernement du Congo pour le développement économique du pays.

En conséquence, mon gouvernement souscrit entièrement aux amendements portés dans l'accord sur la fourniture des produits agricoles et signé le 23 février 1963.

Par ailleurs, en ce qui concerne le prêt qui sera consenti au Gouvernement, je comprends qu'il sera de longue durée et au taux le plus bas.

Je vous prie, à ce sujet, Monsieur le Chargé d'affaires, d'inviter vos services à examiner ce point avec le Bureau de Coordination Economique.

Vous en remerciant à l'avance, je vous prie d'agréer l'expression de mes sentiments très distingués.

LE PREMIER MINISTRE

ADOUA

C. Adoula

Translation

REPUBLIC OF THE CONGO

OFFICE OF THE PRIME MINISTER

No. 3118/63/CAB/P.M./

LÉOPOLDVILLE, December 19, 1963

THE CHARGÉ D'AFFAIRES AD INTERIM,

*American Embassy,
Léopoldville.*

MR. CHARGÉ D'AFFAIRES:

I have the honor to acknowledge receipt of your note of December 18 concerning the new provisions decided on by the Government of the United States in connection with financial assistance to the Republic of the Congo.

I wish to inform you that I agree to the new conditions prescribed by the American Government, namely:

15% of the total Congolese francs accruing from sales, to be reserved for the needs of the United States;

15% for loans to the private investment sector;

70% for loans to the Government of the Congo for the economic development of the country.

Consequently, my Government fully agrees to the amendments made in the Agricultural Commodities Agreement signed on February 23, 1963.

Furthermore, as regards the loan to be granted to the Government, I understand that it will be for a long term and at the lowest rate.

In this connection, I request you, Mr. Chargé d'Affaires, to ask your services to discuss this matter with the Bureau de Coordination Economique.

Thanking you in advance, I beg you to accept the assurances of my very distinguished sentiments.

ADOULA

C. Adoula
Prime Minister

FRANCE

Weather Stations: Cooperative Program on Guadeloupe Island

Agreement extending the agreement of March 23, 1956, as supplemented and extended.

Effectuated by exchange of notes

Dated at Paris August 13 and November 25, 1963;

Entered into force November 25, 1963;

Operative July 1, 1962.

The French Ministry of Foreign Affairs to the American Embassy

MINISTÈRE
DES
AFFAIRES ÉTRANGÈRES

DIRECTION DES CONVENTIONS
ADMINISTRATIVES
ET DES AFFAIRES CONSULAIRES
Unions Internationales

LIBERTÉ · ÉGALITÉ · FRATERNITÉ
RÉPUBLIQUE FRANÇAISE

Réf. à rappeler: I. 39.

PARIS, le 13 aout 1963—04238

Le Ministère des Affaires Etrangères présente ses compliments à l'Ambassade des Etats-Unis d'Amérique et a l'honneur de se référer à La note n° 259 en date du 4 avril 1963, par laquelle l'Ambassade a bien voulu proposer au Ministère la prolongation, pour une nouvelle période de trois ans, de l'accord intervenu le 23 mars 1956 entre les Gouvernements français et américains, déjà prorogé par deux échanges de notes entre l'Ambassade et le Ministère en date des 21.7.58—3.9.58 et 23.12.59—25.7.60.

Le Ministère des Affaires Etrangères a l'honneur de faire savoir à l'Ambassade des Etats-Unis d'Amérique que la prolongation de cet Arrangement jusqu'au 30 juin 1965 ne soulève pas d'objection de sa part.

Toutefois, le texte soumis par l'Ambassade au Ministère des Affaires Etrangères comporte l'insertion d'une clause tendant à l'octroi de la franchise douanière aux effets et au véhicule personnel des membres américains du Bureau météorologique ainsi qu'aux fournitures importées pour leur usage domestique et celui des membres de leur famille.

Cette disposition a été à nouveau soumise à l'appréciation des services compétents. Ceux-ci ont maintenu à ce sujet leur position antérieure.

Dans ces conditions, le Ministère propose à l'Ambassade de reconduire purement et simplement l'Arrangement en date du 23 mars 1956 pour la période du 1er juillet 1962 au 30 juin 1965, la présente note et la réponse de l'Ambassade, si celle-ci n'a pas d'objection, devant être considérées comme valant prolongation dudit Arrangement.

L'Ambassade des Etats-Unis voudra bien trouver ci-joint le texte du projet du mémoandum technique annexé à l'accord en cause. Ce document a été agréé par les Services techniques français.

Le Ministère des Affaires Etrangères saisit cette occasion pour renouveler à l'Ambassade des Etats-Unis d'Amérique les assurances de sa haute considération./.



AMBASSADE DES ETATS-UNIS
D'AMERIQUE
Paris

Translation

MINISTRY
OF
FOREIGN AFFAIRS

DIVISION OF
ADMINISTRATIVE AGREEMENTS
AND CONSULAR AFFAIRS
International Unions

LIBERTY-EQUALITY-FRATERNITY
—
FRENCH REPUBLIC

Reference to be indicated
in reply: I. 39.

PARIS, August 13, 1963
04238

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to refer to note No. 259 dated April 4, 1963, [1] whereby the Embassy was good enough to propose to the Ministry the extension, for another three-year period, of the agreement concluded on March 23, 1956 [2] between the Government of France and the Government of the United States of America, already extended by two exchanges of notes between the Embassy and the Ministry, dated July 21, 1958—September 3, 1958 [3] and December 23, 1959—July 25, 1960. [4]

¹ Not printed.

² TIAS 3647; 7 UST 2545.

³ TIAS 4298; 10 UST 1462.

⁴ TIAS 4610; 11 UST 2329.

The Ministry of Foreign Affairs has the honor to inform the Embassy of the United States of America that it has no objection to the extension of that agreement until June 30, 1965.

However, the text submitted by the Embassy to the Ministry of Foreign Affairs contains a clause inserted with a view to the granting of customs exemption for the personal property and vehicles of the American personnel of the Weather Bureau and the supplies imported for their household use and that of the members of their families.

This provision was again submitted to the competent services for an opinion. They maintained their previous position on the matter.

Consequently, the Ministry proposes to the Embassy that the Agreement dated March 23, 1956 merely be renewed for the period from July 1, 1962 to June 30, 1965, and that this note and the Embassy's reply, if it has no objection, be considered as tantamount to the extension of the aforesaid Agreement.

The Embassy of the United States will please find enclosed the text of the proposed technical memorandum [1] annexed to the Agreement in question. That document has been approved by the French technical services.

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 high consideration.

[Initialed]

[SEAL]

EMBASSY OF THE
UNITED STATES OF AMERICA,
Paris.

The American Embassy to the French Ministry of Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 132

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and has the honor to inform the Ministry that its note I.39 of August 13, 1963, referring to the cooperative program between the Government of France and the Government of the United States for the establishment and operation of rawinsonde observation stations on the Island of Guadeloupe in the French West Indies, has been accepted by the Government of the United States.

It is understood that the cooperative program which entered into force on June 18, 1956, as supplemented and extended by an exchange of notes which went into force on September 3, 1958, and further

¹ Not printed.

extended by another exchange of notes which went into force on July 25, 1960, will be extended to apply to the period July 1, 1962 to June, 30, 1965, and that the Ministry's note I.39 of August 13, 1963, together with this note, shall constitute the extension of said agreement.

The Embassy of the United States of America takes this occasion to renew to the Ministry of Foreign Affairs the assurance of its high consideration.

EMBASSY OF THE UNITED STATES OF AMERICA
Paris, November 25, 1963

GREECE

Education: Educational Foundation and Financing of Exchange Programs

*Agreement signed at Athens December 13, 1963;
Entered into force December 13, 1963.*

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF GREECE FOR FINANCING EDUCATIONAL EXCHANGE PROGRAMS.

The Government of the United States of America and the Government of Greece:

Desiring to promote further mutual understanding between the peoples of the United States of America and Greece by a wider exchange of knowledge and professional talents through educational activities;

Have agreed as follows:

ARTICLE 1

There shall be established a foundation to be known as the United States Educational Foundation in Greece (hereinafter designated "the Foundation"), which shall be recognized by the Government of the United States of America and the Government of Greece as an organization created and established to facilitate the administration of an educational program to be financed by funds made available by the Government of the United States of America. Except as provided in Article 3 hereof the Foundation shall be exempt from the domestic and local laws of the United States of America and Greece as they relate to the use and expenditure of currencies and credits for currencies for the purposes set forth in the present Agreement.

The funds made available under the present Agreement, within the conditions and limitations hereinafter set forth, shall be used by the Foundation or such other instrumentality as may be agreed upon by the Government of the United States of America and the Government of Greece for the purposes of:

(1) financing studies, research, instruction, and other educational activities (i) of or for citizens and nationals of the United States of America in Greece, and (ii) of or for citizens and nationals of

Greece in United States of America schools and institutions of learning in or outside the United States of America;

(2) financing visits and interchanges between the United States of America and Greece of students, trainees, teachers, instructors and professors; and,

(3) financing such other related educational and cultural programs and activities as are provided for in budgets approved in accordance with Article 3 hereof.

ARTICLE 2

In furtherance of the aforementioned purposes, the Foundation may, subject to the provisions of the present Agreement, exercise all powers necessary to the carrying out of the purposes of the present Agreement including the following:

(1) Receive funds.

(2) Open and operate bank accounts in the name of the Foundation in a depository or depositories to be designated by the Secretary of State.

(3) Disburse funds and make grants and advances of funds for the authorized purposes of the Foundation, including payment for transportation, tuition, maintenance, and other expenses incident thereto.

(4) Acquire, hold, and dispose of property in the name of the Foundation as the Board of Directors of the Foundation may consider necessary or desirable, provided, however, that the acquisition of any real property shall be subject to the prior approval of the Secretary of State.

(5) Plan, adopt, and carry out programs, in accordance with the purposes of the present Agreement.

(6) Recommend to the Board of Foreign Scholarships of the United States of America students, trainees, professors, research scholars, teachers, instructors, Greek citizens and nationals resident in Greece, and institutions of Greece to participate in the program.

(7) Recommend to the aforesaid Board of Foreign Scholarships such qualifications for the selection of participants in the programs as it may deem necessary for achieving the purpose and objectives of the Foundation.

(8) Provide for periodic audits of the accounts of the Foundation as directed by auditors selected by the Secretary of State.

(9) Engage administrative and clerical staff and fix and pay the salaries and wages thereof and incur other administrative expenses as may be deemed necessary out of funds made available under the present Agreement.

(10) Administer or assist in administering or otherwise facilitate educational and cultural programs and activities that further the purposes of the present Agreement but are not financed by funds made available under the Agreement, provided, however, that such programs and activities and the Foundation's role therein shall be fully described in annual or special reports made to the Secretary of State and to the Minister of Foreign Affairs as provided in Article 7 hereof, and provided that no objection is interposed by either the Secretary of State or the Minister of Foreign Affairs to the Foundation's actual or proposed role therein.

ARTICLE 3

All commitments, obligations, and expenditures by the Foundation shall be made pursuant to an annual budget to be approved by the Secretary of State.

ARTICLE 4

The Foundation shall not enter into any commitment or create any obligation which shall bind the Foundation in excess of the funds actually on hand nor acquire, hold, or dispose of property except for the purposes authorized in the present Agreement.

ARTICLE 5

The management and direction of the affairs of the Foundation shall be vested in a Board of Directors consisting of eight directors (hereinafter designated the "Board").

The principal officer in charge of the Diplomatic Mission of the United States of America to Greece (hereinafter designated "Chief of Mission") shall be Honorary Chairman of the Board and shall cast the deciding vote in the event of a tie-vote by the Board. He shall have the power of appointment and removal of all members of the Board at his discretion. The members of the Board shall be as follows: (a) the chief Public Affairs Officer of the United States Embassy in Greece, or such other Embassy officer as designated by the Chief of Mission, to serve as Chairman; (b) one other member of the Embassy staff, who shall serve as Treasurer; (c) two citizens of the United States of America, who may be representatives of American business, professional or educational interests in Greece, or members of the Embassy staff; and (d) four nationals of Greece, one of whom shall be prominent in the field of education.

The six members specified in (c) and (d) of the last preceding paragraph shall be resident in Greece and shall serve from the time of their appointment until the succeeding December 31st next following such appointment. They shall be eligible for reappointment. The United States members shall be designated by the Chief of Mission; the Greek members shall be designated by the Chief of Mission and

shall be chosen from a list of names submitted to him by the Minister of Foreign Affairs. Vacancies by reason of resignations, transfer of residence outside of Greece, or expiration of term of service, or otherwise, shall be filled in accordance with this procedure.

The Directors shall serve without compensation, but the Foundation is authorized to pay the necessary expenses of the Directors in attending meetings of the Board.

ARTICLE 6

The Board shall adopt such by-laws and appoint such committees as it shall deem necessary for the conduct of the affairs of the Foundation.

ARTICLE 7

Reports as directed by the Secretary of State shall be made annually on the activities of the Foundation to the Secretary of State and to the Minister of Foreign Affairs. Special reports may be made more often at the discretion of the Board or at the request of the Secretary of State.

ARTICLE 8

The principal office of the Foundation shall be in Athens, but meetings of the Board and any of its committees may be held in such other places as the Board may from time to time determine, and the activities of the Foundation's officers or staff may be carried on at such places as may be approved by the Board.

ARTICLE 9

The Board may appoint an Executive Officer and determine his salary and term of service, provided however, that in the event it is found to be impracticable for the Board to secure an appointee acceptable to the Chairman, the Government of the United States of America may provide an Executive Officer and such assistants as may be deemed necessary to ensure the effective operation of the program. The Executive Officer shall be responsible for the direction and supervision of the Board's programs and activities in accordance with the Board's resolutions and directives. In his absence or disability, the Board may appoint a substitute for such time as it deems necessary or desirable.

ARTICLE 10

The decisions of the Board in all matters may, in the discretion of the Secretary of State, be subject to his review.

ARTICLE 11

The Government of the United States of America and the Government of Greece agree that there may be used for the purposes of this Agreement any funds held or available for expenditure by the Government of the United States of America for such purposes, including the equivalent of not less than \$678,944 in the currency of Greece requested or to be requested by the Government of the United States of America from the Government of Greece pursuant to the Letter Credit Agreements of May 16, 1946; September 25, 1946; October 4, 1946; May 15, 1947; and January 6, 1948.^[1] The Government of Greece shall guarantee the United States of America against loss resulting from devaluation or change of currency with respect to any currency of Greece received pursuant to such Letter Credit Agreements for the purposes of this Agreement and held by the Treasurer of the United States of America or by the Foundation, by undertaking to pay to the Government of the United States of America such amounts of Greek currency as are necessary to maintain the dollar value of such currency held by the Treasurer of the United States of America or the Foundation.

The Secretary of State will make available for expenditure by the Foundation funds in such amounts as may be required for the purposes of this Agreement but in no event may amounts in excess of the budgetary limitation established pursuant to Article 3 of the present Agreement be expended by the Foundation.

The performance of this Agreement shall be subject to the availability of appropriations to the Secretary of State when required by the laws of the United States of America.

ARTICLE 12

Furniture, equipment, supplies, and any other articles intended for official use of the Foundation shall be exempt in the territory of Greece from customs duties, excises, and surtaxes, and every other form of taxation.

All funds and other property used for the purposes of the Foundation, and all official acts of the Foundation within the scope of its purposes shall likewise be exempt from taxation of every kind in the territory of Greece.

ARTICLE 13

The Government of Greece shall extend to citizens and nationals of the United States of America engaged in educational or cultural activities in Greece under the auspices of the Foundation such privileges with respect to exemption from taxation, and other burdens affecting the entry, travel, and residence of such persons as are extended to citi-

¹ 184 UNTS 232, 238, 244, 250, 258, respectively.

zens and nationals of Greece engaged in similar activities in the United States of America.

ARTICLE 14

Wherever, in the present Agreement, the term "Secretary of State" is used, it shall be understood to mean the Secretary of State of the United States of America or any officer or employee of the Government of the United States of America designated by him to act in his behalf. Likewise, wherever in the present Agreement the term "Minister of Foreign Affairs" is used, it shall be understood to mean the Minister of Foreign Affairs of the Government of Greece or any officer or employee of the Government of Greece designated by him to act in his behalf.

ARTICLE 15

The present Agreement may be amended by the exchange of diplomatic notes between the Government of the United States of America and the Government of Greece.

ARTICLE 16

The present Agreement supersedes the Agreement between the Government of the United States of America and the Government of Greece signed at Athens April 23, 1948,[¹] as amended by the exchanges of notes dated March 16 and April 13, 1951; June 28, 1954; March 12 and June 4, 1955; and January 23, 1959 and November 22, 1960.[²]

The present Agreement shall come into force upon the date of signature.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed the present Agreement.

DONE at Athens in duplicate, in the English and Greek languages, this 13th day of December, 1963—

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

HENRY R. LABOISSE

FOR THE GOVERNMENT OF GREECE:

S VENIZELOS

¹ TIAS 1751; 62 Stat. (pt. 2) 1901.

² TIAS 4087, 3087, 3280, 4697; 9 UST 1086; 5 UST (pt. 2) 1616; 6 UST 2092; 12 UST 223.

Συμφωνία μεταξύ της Κυβερνήσεως τῶν
 Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς καὶ
 τῆς Κυβερνήσεως τῆς Ἑλλάδος διὰ τὴν
 χρηματοδότησιν προγράμματων
 ἐκπαιδευτικῶν ἀνταλλαγῶν

Ἐν Κυβερνήσεις τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς καὶ ἡ
 Κυβερνήσεις τῆς Ἑλλάδος: Ἐπιθυμούσαι τὴν περαιτέρω προαγωγὴν τῆς
 μεταξύ τῶν λαῶν τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς καὶ τῆς Ἑλλάδος
 ἀμοιβαίνας κατανοήσεως διὰ εὐρυτέρας ἀνταλλαγῆς γνῶσεων καὶ ἐπαγγελματικῶν
 ἐπιτελεσθεών μέσω ἐκπαιδευτικῶν ἐπαφῶν

Συνεψόνταν τόδι κάτωθι:

ΑΡΘΡΟΝ 1

Θέλει συσταθῇ Ἰδρυμα ὑπὸ τῆς ἐπανυμέναν Ἀμερικανικὸν ἐκπαιδευτικὸν Ἱδρυματικὸν Ἑλλάδος (ἐφεξῆς ἀναφερόμενον ὡς "Ἰδρυμα") διὰ τὸ ἀναγνωρισθῆναι ὑπὸ τῆς Κυβερνήσεως τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς καὶ τῆς Κυβερνήσεως τῆς Ἑλλάδος ὡς ὁργανισμὸς συσταθεῖς καὶ ἰδρυθεῖς πρὸς διευκόλυνσιν τῆς ἐφαρμογῆς ἐκπαιδευτικοῦ προγράμματος χρηματοδοτηθῆσο-μένου διὰ κεφαλαίων διατιθεμένων ὑπὸ τῆς Κυβερνήσεως τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς. Ἐξαρέσει τῶν ὑπὸ τοῦ Ἀρθρου 3τῆς παρούσης συμφωνίας προβλεπομένων, τὸ Ἱδρυμα ἀπαλλάσσεται τῆς ὑποχρεώσεως ἐφαρμογῆς τῶν ἐγχωρίων καὶ τοπικῶν νόμων τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς καὶ τῆς Ἑλλάδος ἐν σχέσει πρὸς τὴν ἡθισιν καὶ τὴν διάθεσιν νομισμάτων καὶ πιστώσεων εἰς χρῆμα διὰ τοὺς σκοπούς τούς καθοριζομένους ὑπὸ τῆς παρούσης Συμφωνίας.

Τόδι βάσει τῆς παρούσης Συμφωνίας διατίθεμενα κεφάλαια ἐντός τῶν ἐκτιθεμένων κατωτέρω δρῶν καὶ περιορισμῶν, θέλουσι χροιμοποιηθῆναι ὑπὸ τοῦ Ἱδρύματος, ή ἄλλους τινός Νομικοῦ Προσώπου περί οὗ ηθελε ὑπάρχειν συμφωνία μεταξύ τῆς Κυβερνήσεως τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς καὶ Κυβερνήσεως τῆς Ἑλλάδος, πρὸς τὸν σκοπόν δικαιώσεων

1) Χρηματοδοτοῦνται σπουδαί, ἔρευνα, διαλέξεις καὶ ἄλλαι ἐκπαιδευτικαὶ ἐκδηλώσεις (α) τῶν πολιτῶν καὶ ὑπηκόων τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς, ή χρέων αὐτῶν, ἐν Ἑλλάδι καὶ (β) τῶν πολιτῶν καὶ ὑπηκόων τῆς Ἑλλάδος ή χρέων αὐτῶν εἰς σχολῆς καὶ ἐκπαιδευτικῶν ἰδρύματα τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς ἐντός ή ἐκτός τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς.

2) Χρηματοδοτοῦνται ἐπισκέψεις καὶ ἀνταλλαγαὶ μεταξύ τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς καὶ τῆς Ἑλλάδος σπουδαστῶν, μετεκπαιδευομένων διδασκόλων, ἐκπαιδευτῶν καὶ καθηγητῶν, καὶ

- 5) Σηματεδούνται τοιαῦτα ἄλλα συναφή ἐκπαιδευτικά καὶ μορφωτικά προγράμματα καὶ ἐκδηλώσεις ὡς ταῦτα προβλέπονται εἰς προϋπολογιστικός ἐγκεκριμένους συμφώνως πρός τὸ "Ἀρθρον 3 τῆς παρούσης.

ΔΡΕΣΩΝ 2

Κατὰ τὴν ἐκπαίδευσιν τῶν ὡς δινῶ σκοπῶν, τὸ "Ιδρυμα, ὑπό τὴν ἐπι- φύλαξιν τῶν διατάξεων τῆς παρούσης Συμφωνίας, δύναται ὑπό προβασινρ εἰς πᾶσαν ἀναγκαῖαν ἐνέργειαν πρός ἐκπλήρωσιν τῶν σκοπῶν τῆς παρούσης Συμφωνίας, συμπεριλαμβανομένων καὶ τῶν κατωθεῖ:

- 1) Ήδε εἰςπράττει χρηματικό ποσό.
- 2) Ήδε ἀνοίγει καὶ νῦν κινή λογαριασμούς ἐκ' ὄντιται τοῦ 'Ιδρυματος παρὰ Τραπέζη ή Τραπέζας καθορισθησομέναις ὑπό τοῦ ἐπι τῆς 'Εξωτερικῶν 'Υπουργοῦ τῶν 'Ηνωμένων Πολιτειῶν τῆς Ἀμερικῆς.
- 3) Ήδε καταβάλῃ πόσδι καὶ νῦν προβασινρ εἰς χρηματοδότης καὶ προκαταβολές ποσῶν διειδεύ τοὺς ἐγκεκριμένους σκοπούς τοῦ 'Ιδρυματος, συμπεριλαμβανομένης τῆς πληρωμῆς ἔξδων ταξιδίου, διδάκτρων, ἔξδων συντηρήσεως καὶ ἄλλων δακανῶν σχέσιν ἔχοντων πρός αὐτό.
- 4) Ήδε ἀποκτεῖ, νά κατέχῃ καὶ νῦν διαθέτῃ περιουσίαν ἐν ὄντιται τοῦ 'Ιδρυματος, ὡς ἥθελε τὸ Διοικητικὸν Συμβούλιον τοῦ 'Ιδρυματος διεφρήση ἀναγκαῖον ἢ ἐπιθυμητόν, ὑπό τὴν προϋπόθεσιν πάντως διτι ἡ κτήσις οἰασδήποτε ἀκινήτου πέριουσίας θετικότεται εἰς τὴν προ- πηγουμένην ἔγκρισιν τοῦ ἐπι τῆς 'Εξωτερικῶν 'Υπουργοῦ τῶν 'Ηνωμένων Πολιτειῶν τῆς Ἀμερικῆς.
- 5) Ήδε καταστρώνη, νῦν οὐοθετῇ καὶ νῦν ἐκτελῇ προγράμματα ἐναρμονιζόμενα πρός τοὺς σκοπούς τῆς παρούσης Συμφωνίας.
- 6) Ήδε συνιστᾷ εἰς τὸ Συμβούλιον Εένων 'Υποτροφιῶν τῶν 'Ηνωμένων Πολιτειῶν, σπουδαστές, μετεκπαίδευσομένους, καθηγητές, ἔρευνητές, διδασκόλους καὶ ἐκπαιδευτές Ἑλληνας πολέτας καὶ ὑπηρέτους, δια- μένοντας ἐν 'Ελλάδι ὡς καὶ ἴδρυματα τῆς 'Ελλάδος πρός συμμετοχήν εἰς τὸ πρόγραμμα.
- 7) Ήδε ὑποδεικνύεται εἰς τὸ προαναφερθέν Συμβούλιον Εένων 'Υποτροφιῶν, τὸ διειδεύ την ἐπιλογήν τῶν συμμετεχόντων εἰς τὸ προγράμματα προσδότα στινα θετικόντος ἀναγκαῖα διειδεύ την ἐκπλήρωσιν τοῦ σκοποῦ καὶ τῶν ἐκπαίδευσιν τοῦ 'Ιδρυματος
- 8) Ήδε προβλέπει περὶ τῆς διενέργειας περιοδικῶν ἐλέγχων τῶν λογαριασ- μῶν τοῦ 'Ιδρυματος, κατὰ τὰς διηγήσας ἐλεγκτῶν ἐπιλεγομένων ὑπό τοῦ ἐπι τῆς 'Εξωτερικῶν 'Υπουργοῦ τῶν 'Ηνωμένων Πολιτειῶν τῆς Ἀμερικῆς.

- 9) Νέα προσλαμβάνη διοικητικόν καί ὑπαλλήλικόν προσωπικόν, νδ
καθορίζερ καὶ νδ καταβάλλῃ τούς μισθίους καὶ τάς ἀποδοχάς αὐτοῦ
καὶ νδ ἀντιμετωπίζῃ ἄλλας διοικητικάς δαπάνας, ὡς καθελε σεωρηθῇ
ἀναγκαῖον ἐκ χρημάτων διατιθεμένων βάσει τῆς παρούσης Συμφωνίας.
- 10) Νέα προβαίνῃ ἥ νδ βοηθῇ ἥ ἄλλως πως διευκολύνῃ εἰς τὴν ἐφαρμογήν
ἐκπαιδευτικῶν καὶ μορφωτικῶν προγραμμάτων καὶ ἐκδηλώσεων αἵτινες
πρωθοῦν τοὺς οικοπούς τῆς παρούσης Συμφωνίας, ἄλλο δὲν χρηματο-
δοτούνται ἐκ τῶν διέ ταύτης διατιθεμένων κεφαλαίων, ὑπὸ τὸν ὅρον,
πάντως δτι τδ τοιαῦτα προγράμματα καὶ αἱ ἐκδηλώσεις καὶ ἡ εἰς
ταῦτα συμμετοχή τοῦ 'Ιδρυματος θέλουν πλήρως ἐκτεθῇ εἰς ἔτηρας
ἥ εἰδικάς ἐκθέσεις πρός τὸν ἐπὶ τῶν 'Ἐξωτερικῶν 'Υπουργόν τῶν
'Ηνωμένων Πολιτειῶν τῆς 'Αμερικῆς καὶ τὸν ἐπὶ τῶν 'Ἐξωτερικῶν
'Υπουργόν τῆς 'Ελλάδος κατὰ τδ προβλεπόμενο ὑπὸ τοῦ "Αρθρου 7 τῆς
παρούσης, καὶ ὑπὸ τὸν ὅρον δτι δὲν θδ παρεμβληθῇ ἀντέρρηροις εἴτε
ὑπὸ τοῦ ἐπὶ τῶν 'Ἐξωτερικῶν 'Υπουργοῦ τῶν 'Ηνωμένων Πολιτειῶν
τῆς 'Αμερικῆς εἴτε ὑπὸ τοῦ ἐπὶ τῶν 'Ἐξωτερικῶν 'Υπουργοῦ τῆς
'Ελλάδος, ἐπὶ τῆς πράγματοποιουμένης ή σχεδιαζομένης ἐν λόγῳ
συμμετοχῆς τοῦ 'Ιδρυματος.

ΑΡΘΡΟΝ 3

"Απασαὶ αἱ χρηματικαὶ δεσμεύσεις αἱ ὑποχρέωσεις καὶ αἱ δαπάναι
τοῦ 'Ιδρυματος θδ γέννωνται συμφώνως πρός ἔτηραν προϋπολογίσμον δστις
θδ ἐγκρίνεται ὑπὸ τοῦ ἐπὶ τῶν 'Ἐξωτερικῶν 'Υπουργοῦ τῶν 'Ηνωμένων
Πολιτειῶν τῆς 'Αμερικῆς.

ΑΡΘΡΟΝ 4

Τδ "Ιδρυμα εἰς οὐδεμίαν δεσμευσιν θέλει ὑποβληθῇ καὶ οὐδεμίαν
ὑποχρέωνται θέλει ἀναλόβῃ διέ ποσον πέραν τῶν κεφαλαίων τδ δποτα διαθέτε.,
οὔτε θέλει ἀποκτήσῃ, κατέχῃ ἥ διαθέσῃ περιουσίαν εἰμή διέ οικοπούς
ἐγκεκριμένους ὑπὸ τῆς παρούσης Συμφωνίας.

ΑΡΘΡΟΝ 5

"Η διαχείρισις καὶ διεύθυνσις τῶν ὑποθέσεων τοῦ 'Ιδρυματος θδ
ἀνατεθῇ εἰς Διοικητικόν Συμβούλιον ἀποτελούμενον ἐξ δκτῷ διευθυντῶν
(ἀναφερόμενον ἐφεξῆς ὡς "Συμβούλιον").

"Ο ἐκάστοτε διεύθυντων τῆν ἐν 'Ελλάδει Διπλωματικήν 'Αντεπροσωπείαν
τῶν 'Ηνωμένων Πολιτειῶν τῆς 'Αμερικῆς (ἀναφερόμενος ἐφεξῆς ὡς "'Αρχηγός
τῆς 'Αποστολῆς"), θδ εἴναι 'Επίτευκος Πρεδερος τοῦ Συμβουλίου,

ή δε φήμος του θά κρίνη τό διποτέλεσμα τής φυφοφορίας εἰς περίπτωσιν ἵσσοφηρίας τοῦ Συμβουλίου. Θά δικαιούται νό διορίζει καὶ νό πανή διπάντα τό μέλη τοῦ Συμβουλίου κατό τήν ίδεαν αὐτοῦ κρίσιν. Τό μέλη τοῦ Συμβουλίου θά εἶναι τό ἔξις: (α) ὁ ἐπικεφαλής τῶν Δημοσίων Σχέσεων ὑπόλληλος τής ἐν 'Ελλάδι Πρεοβείας τῶν 'Ηνωμένων Πολιτειῶν τής 'Αμερικῆς ή ἄλλως ὑπόλληλος τής Πρεοβείας δοτεῖς θέλει δρισθή ὑπό τοῦ 'Αρχηγοῦ τής 'Αποστολῆς ὡς Πρεδρος' (β) ἔτερον μέλος τοῦ ποσωπικοῦ τής Πρεοβείας δοτεῖς θέλει ἐκτελή χρέη τάμου' (γ) δύο 'Αμερικανος πολῖτας, οἱ δόποις δυνατῶν νό εἶναι ἐκπρόσωπος ἀμερικανικῶν ἐπιχειρηματικῶν, ἐπαγγελματικῶν ή ἐκπατέδευτικῶν συμφερόντων ἐν 'Ελλάδι, ή μέλη τοῦ προσωπικοῦ τής Πρεοβείας' καὶ (δ) τέσσαρες 'Ελληνες ὑπήκοοι, εἰς ἐκ τῶν ὅποιων θά ἔξεχρ εἰς τὸν τομέα τής ἐκπατέδευσεως.

Τό καθόρεζόμενο ἐν τοῖς στομχεοῖς (γ) καὶ (δ) τής προηγουμένης παραγράφου ἔξ μέλη θέλουσι εἶναι κατόικοι 'Ελλάδος καὶ θέλουσι παρδοχῇ τός ὑπηρεσίας αὐτῶν ἀπό τής ἡμέρας τοῦ διορισμοῦ τῶν μέχρι τής ἐπομένης 31ης Δεκεμβρίου. Οὔτοι δύνανται μόδη παναδιορισθοῦν. Οἱ ἐκ τῶν μελῶν 'Αμερικανος' θά ὄρθενται ὑπό τοῦ 'Αρχηγοῦ τής 'Αποστολῆς' οἱ ἐκ τῶν μελῶν 'Ελληνες θά δρεῖνται ὑπό τοῦ 'Αρχηγοῦ τής 'Αποστολῆς, οἱ δὲ πιλέγωνται δέ ἐκ πέντακος δυνομάτων ὑποβαλλομένων εἰς αὐτῶν ὑπό τοῦ ἐπέ τῶν 'Εξωτερικῶν 'Υπουργοῦ τής 'Ελλάδος. Θέσεις κεναὶ λόγῳ παραιτήσεων, μεταφορᾶς τής διαμονῆς ἐκτέδης τής 'Ελλάδος, ἐκπνοῆς τοῦ χρόνου υπηρεσίας ή ἐξ ἀλλης αἰτίας, θά πληρούνται συμφώνως πρός τήν ὡς δινὰ διαδικασσαν.

Τό μέλη τοῦ Συμβουλίου θά παρέχωσι τός ὑπηρεσίας αὐτῶν ἀμισθί, τό 1δρυμα δικαίου δικασθήσαται νό καταβόλη τός ἀναγκαῖας δαπάνας εἰς τός δοκίας ὑποβάλλονται οἱ Συμβουλοι προσερχόμενοι εἰς τός συνεδριδσεις τοῦ Συμβουλίου

ΑΡΘΡΟΝ 6

Τό Συμβούλιον θέλει υίοθετήση τούς κανονισμούς καὶ συστήση τός ἐπιτροπᾶς ἃς θέλει θεωρήση ἀναγκαῖας διδ τήν διεξαγωγήν τῶν ὑποθέσεων τοῦ 'Ιδρυματος.

ΑΡΘΡΟΝ 7

Συμφώνως πρός τάς δόηγίας τοῦ ἐπὶ τῶν 'Εξωτερικῶν 'Υπουργοῦ τῶν 'Ηνωμένων Πολιτειῶν τῆς 'Αμερικῆς, θδ ὑποβάλλωνται ἐτησίως ἔκθεσις ἐπὶ τῆς δράσεως τοῦ 'Ιδρύματος εἰς τὸν ἐπὶ τῶν 'Εξωτερικῶν 'Υπουργόν τῶν 'Ηνωμένων Πολιτειῶν τῆς 'Αμερικῆς καὶ τὸν ἐπὶ τῶν 'Εξωτερικῶν 'Υπουργόν τῆς 'Βλλάδος. Βίδικας ἔκθεσις δύνανται νδ ὑποβάλλωνται συχνότερον κατὰ τὴν ιρέσιν τοῦ Συμβουλίου ή κατόπιν αἵτησεως τοῦ ἐπὶ τῶν 'Εξωτερικῶν 'Υπουργοῦ τῶν 'Ηνωμένων Πολιτειῶν τῆς 'Αμερικῆς.

ΑΡΘΡΟΝ 8

Τὸ κεντρικὸν γραφεῖον τοῦ 'Ιδρύματος θδ εύροισκεται εἰς 'Αθήνας, ἀλλά τὸ Συμβούλιον ή οἰαδήποτε τῶν ἐπιτροπῶν του δύναται νδ συνέρχεται εἰς συνεδρίασιν εἰς οἰονδήποτε διλλον τέπον δστις ήθελεν ἔκδοσιτε ὄρισθη ὑπὸ τοῦ Συμβουλίου, αἱ δὲ ἐργασίαι τῶν ὑπαλλήλων καὶ τοῦ προσωπικοῦ τοῦ 'Ιδρύματος δύνανται νδ διεξδηγωνται εἰς οἰονδήποτε τέπον ήθελεν ἐγκρήνῃ τὸ Συμβούλιον.

ΑΡΘΡΟΝ 9

Τὸ Συμβούλιον δύναται νδ διορίσῃ Διευθυντήν καὶ νδ δρίσῃ τὸν μισθόν καὶ τὸν χρόνον τῆς ὑπηρεσίας του, ὑπὸ τὸν δρον δτι, ἐν ή περιπτώσει καταστῇ ἀνέφικτός διὰ τὸ Συμβούλιον ή ἔξεινδρεσις ὑποψήφιου ἀποδεκτοῦ ὑπὸ τοῦ Προεδρου, ή Κυβέρνησις τῶν 'Ηνωμένων Πολιτειῶν τῆς 'Αμερικῆς θδ δύναται νδ διορίσῃ Διευθυντήν ὡς καὶ οἰουσδήποτε βοηθούς οἰτινες ήθελεν θεωρηθῇ ἀναγκαῖοι διὰ τὴν ἔξασφάλισιν τῆς ἀποτελεσματικῆς λειτουργίας τοῦ προγράμματος. 'Ο Διευθύνων Σύμβουλος θδ εἶναι ὑπενθυνος διὰ τὴν διεύθυνσιν καὶ τὴν ἐποπτείαν τῶν ὑπὸ τοῦ Συμβούλιου καθοριζομένων προγραμμάτων καὶ ἐργασιῶν συμφώνως πρός τάς ἀποφάσεις καὶ δόηγίας τοῦ Συμβουλίου. 'Απουσιδέοντος ή καλυνομένου τούτου τὸ Συμβούλιον δύναται νδ διορίσῃ ἀναπληρωτήν δι'ὅσον χρόνον ήθελε θεωρήσῃ ἀναγκαῖον ή ἐπιθυμητόν.

ΑΡΘΡΟΝ 10

Αἱ ἀποφάσεις τοῦ Συμβουλίου ἐφ' δλων τῶν ζητημάτων δύνανται νδ ὑπόκεινται κατὰ τὴν ιρέσιν τοῦ ἐπὶ τῶν 'Εξωτερικῶν 'Υπουργοῦ τῶν 'Ηνωμένων Πολιτειῶν τῆς 'Αμερικῆς, εἰς ἀναθεώρησιν ὑπὸ τούτου.

ΑΡΘΡΟΝ 11

'Η Κυβέρνησης τῶν 'Ηνωμένων Πολιτειῶν τῆς 'Αμερικῆς καὶ ἡ Κυβέρνησης τῆς 'Ελλάδος συμφωνοῦν διε τὸν σκοπόν τῆς παρόντης Συμφωνίας, εἶναι δυνατόν νῦν χρησιμόποιηθούν οἰαδήποτε κεφαλαια κατεχόμενα ἢ διατιθέμενα πρός ἀνδλωιν ὑπὸ τῆς Κυβερνήσεως τῶν 'Ηνωμένων Πολιτειῶν τῆς 'Αμερικῆς διε τοῖοντους σκοπούς, συμπεριλαμβανομένου τοῦ εἰς 'Ελληνικὸν νόμισμα ισοποσου τουλάχιστον τῶν 678.944 δολλαρίων, ὅπερ ἡ Κυβέρνησης τῶν 'Ηνωμένων Πολιτειῶν τῆς 'Αμερικῆς ἐζήτησε ἢ θὲτος ζητήση παρὰ τῆς Κυβερνήσεως τῆς 'Ελλάδος συμφώνως πρός τὰς περὶ Χορηγήσεως Πιστώσεων Συμφωνίας τῆς 16ης Μαΐου 1946, 25ης Σεπτεμβρίου 1946, 4ης Οκτωβρίου 1946, 15ης Μαΐου 1947 καὶ 6 Ιανουαρίου 1948. 'Η Κυβέρνησης τῆς 'Ελλάδος θέλει παρόχοι ἔγγυμοις εἰς τὴν Κυβέρνησιν τῶν 'Ηνωμένων Πολιτειῶν τῆς 'Αμερικῆς διε οἰαδήποτε ζημίαν προερχομένην ἐξ ὑποτιμήσεως ἢ μεταβολῆς τοῦ νόμισματος ἐν σχέσει πρός οἰαδήποτε νόμισμα τῆς 'Ελλάδος ληφθέν δυνάμει τῶν ἀνωτέρω περὶ Χορηγήσεως Πιστώσεων Συμφωνιῶν διε τὸν σκοπόν παρούσης Συμφωνίας καὶ κρατούμενον ὑπὸ τοῦ ἐπὶ τῶν Οἰκονομικῶν 'Υπουργοῦ τῶν 'Ηνωμένων Πολιτειῶν τῆς 'Αμερικῆς ἢ ὑπὸ τοῦ 'Ιδρυματος, ἀναλαμβάνουσα δημοσιας καταβόληρ εἰς τὴν Κυβέρνησιν τῶν 'Ηνωμένων Πολιτειῶν τῆς 'Αμερικῆς οὖσα ποσδε εἰς ἐλληνικὸν νόμισμα θελον ἀποδειχθῇ ἀναγκαῖα διε τὴν διετήρησιν τῆς εἰς δολλαρία δεξας τῶν τυχόν κατεχομένων ὑπὸ τοῦ ἐπὶ τῶν Οἰκονομικῶν 'Υπουργοῦ τῶν 'Ηνωμένων Πολιτειῶν τῆς 'Αμερικῆς ἢ ὑπὸ τοῦ 'Ιδρυματος ποσῶν εἰς ἐλληνικὸν νόμισμα.

'Ο ἐπὶ τῶν 'Βεντερικῶν 'Υπουργοῦς τῶν 'Ηνωμένων Πολιτειῶν τῆς 'Αμερικῆς θέλει καταστήσῃ διαθέσιμα, πρός ἀνδλωιν ὑπὸ τοῦ 'Ιδρυματος δημοσιας καταβόληρ ποσδε θελον ἀποδειχθῇ ἀναγκαῖα διε τὸν σκοπόν τῆς παρούσης Συμφωνίας, ἐν οὐδεμιᾷ δημοσιας περιπτώσει δύνανται νῦν δαπανηθοῦν ὑπὸ τοῦ 'Ιδρυματος ποσδε ὑπερβασίοντα τὸν καθορισθέντα συμφώνως τῷ "Άρθρῳ 3 τῆς παρούσης Συμφωνίας ἐκ τοῦ προύπολογισμοῦ περιορισμόν.

'Η ἐκτέλεσις τῆς παρούσης Συμφωνίας θέλει ὑπόκειται εἰς τὴν ὕπαρξιν κονδυλίων εἰς διέθεσιν τοῦ ἐπὶ τῶν 'Βεντερικῶν 'Υπουργοῦ τῶν 'Ηνωμένων Πολιτειῶν τῆς 'Αμερικῆς, δισκοις τούτο ἀπαιτεῖται ὑπὸ τῆς νυμοθεσίας τῶν 'Ηνωμένων Πολιτειῶν τῆς 'Αμερικῆς.

ΑΡΘΡΟΝ 12

"Επι πλα, σκεύη, έφδοια καὶ οἰασθήποτε ἄλλα εὖδη προοριζόμενα πρὸς ἐπέσημον χρῆσιν τοῦ Ἰδρύματος θὲν ἀπαλλάξσωνται κατὰ τὴν εἰσαγωγὴν τῶν ἐπί τοῦ ἑλληνικοῦ ἔδαφους τελωνεακῶν δασμῶν, φέρων ἐμπορευμάτων, προσθέτου φέρουν, ὡς καὶ πάσης ἄλλης μορφῆς φορολογίας.

"Ἀπαντὰ τέ χρηματικὸν καὶ ἄλλα περιουσιακὸν στοιχεῖα τὰ χρησιμοποιούμενα διὰ τοὺς σκοπούς τοῦ Ἰδρύματος καὶ διὰ αἱ ἐπέσημοι πρᾶξεις τοῦ Ἰδρύματος ἐντὸς τοῦ πλαισίου τῶν ἀκοπῶν του θὲν ἀπαλλάξσωνται ὡσαύτως οἰασθήποτε φορολογίας ἐντὸς τοῦ ἑλληνικοῦ ἔδαφους.

ΑΡΘΡΟΝ 13

"Η Κυβέρνησις τῆς Ἑλλάδος θέλει παραχωρήσῃ εἰς πολίτας καὶ ὑπηκόδους τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς, δισχολουμένους ἐν Ἑλλάδι εἰς ἐκπαίδευτικός ἢ μορφωτικός ἔργασίας ὑπὸ τὴν αἰγεῖδα τοῦ Ἰδρύματος, τέ αὐτὰ προνόμια δοσον ἀφορᾶ εἰς τὴν ἀπαλλαγὴν ἐκ τῆς φορολογίας καὶ ἐξ ἄλλων βαρῶν σχετικῶν πρὸς τὴν εἰσοδον, ταξιδίον καὶ διαμονὴν τῶν προσώπων αὐτῶν, ἀτενα παραχωροῦνται εἰς πολίτας καὶ ὑπηκόδους τῆς Ἑλλάδος δισχολουμένους εἰς παρομοίας ἔργασίας εἰς Ἡνωμένας Πολιτείας τῆς Ἀμερικῆς.

ΑΡΘΡΟΝ 14

"Οπου εἰς τὴν παροῦσαν Συμφωνίαν χρησιμοποιεῖται ὁ δρος "Ἐπί τῶν Ἐξωτερικῶν Ὅπουργός τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς; ἐννοεῖται ὁ Ὅπουργός τῶν Ἐξωτερικῶν τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς ἢ οἰοσδήποτε λειτουργός ἢ ὑπάλληλος τῆς Κυβερνήσεως τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς ἔχει ὅρισθαι ὑπ' αὐτοῦ ἵνα ἐνεργῇ ἀντ' αὐτοῦ. Ὁμοίως, ὅπου εἰς τὴν παροῦσαν Συμφωνίαν χρησιμοποιεῖται ὁ δρος "Ἐπί τῶν Ἐξωτερικῶν Ὅπουργός τῆς Ἑλλάδος", ἐννοεῖται ὁ Ὅπουργός τῶν Ἐξωτερικῶν τῆς Ἑλλάδος ἢ οἰοσδήποτε λειτουργός ἢ ὑπάλληλος τῆς Κυβερνήσεως τῆς Ἑλλάδος ἔχει ὅρισθαι ὑπ' αὐτοῦ ἵνα ἐνεργῇ ἀντ' αὐτοῦ.

ΑΡΘΡΟΝ 15

"Η παροῦσα Συμφωνία δύναται νῦν τροποποιηθῆ ὅτι ἀνταλλαγῆς διεπλωμάτικῶν διακοινώσεων μεταξύ τῶν Κυβερνήσεων τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς καὶ τῆς Ἑλλάδος.

ΑΡΘΡΟΝ 16

'Η παρούσα Συμφωνία ἀντικαθιστᾶ τὴν Συμφωνίαν μεταξύ τῆς Κυβερνήσεως τῶν 'Ηνωμένων Πολιτειῶν τῆς 'Αμερικῆς καὶ τῆς Κυβερνήσεως τῆς 'Ελλάδος, τὴν ὑπογραφεῖσαν εἰς 'Αθήνας τὴν 23ην 'Απριλίου 1948, ὡς αὕτη ἐτροποποιήθη δι' ἀνταλλαγῆς διαισχονόσεων ὑπὸ ἡμερομηνίας 16ης Μαρτίου καὶ 13ης 'Απριλίου 1951, 28ης 'Ιουνίου 1954, 12ης Μαρτίου καὶ 4ης 'Ιουνίου 1955, καὶ 23ης 'Ιανουαρίου 1959 καὶ 22 Νοεμβρίου 1960.

'Η παρούσα Συμφωνία θέλει τεθῇ ἐν ἴσχυει ἀπὸ τῆς 'Ημερομηνίας τῆς ὑπογραφῆς της. . .

ΒΙΣ ΠΙΣΤΩΣΙΝ ΤΩΝ ΑΝΩΤΕΡΩ, οἱ ὑπογεγραμμένοι, δεδντως ἔξουσιοδοτηθέντες ὑπὸ τῶν ἀντιστοίχων Κυβερνήσεων των, ὑπέγραψαν τὴν παρούσαν Συμφωνίαν.

'Βγένετο ἐν 'Αθήναις, εἰς διπλοῦν, εἰς τὴν 'Αγγλικήν καὶ τὴν 'Ελληνικήν, σήμερον, τὴν 13^η. Δ/Χρον. 1963.....

Henry R. Laddisee
ΔΙΑ ΤΗΝ ΚΥΒΕΡΝΗΣΙΝ
ΤΩΝ ΗΝΩΜΕΝΩΝ ΠΟΛΙΤΕΙΩΝ
ΤΗΣ ΑΜΕΡΙΚΗΣ

ΔΙΑ ΤΗΝ ΚΥΒΕΡΝΗΣΙΝ
ΤΗΣ ΕΛΛΑΣΟΣ

R. Venizelos

[SEAL]

[SEAL]

GUINEA

Agricultural Commodities

Agreement amending the agreement of May 22, 1963.

Effectuated by exchange of notes

Signed at Conakry November 2, 1963;

Entered into force November 2, 1963.

The American Ambassador to the Guinean Minister of Posts and Telecommunications

THE AMERICAN EMBASSY,
CONAKRY, REPUBLIC OF GUINEA,
November 2, 1963.

EXCELLENCY:

I have the honor to refer to the agricultural commodities agreement between our two Governments of May 22, 1963 [1] and propose that the table in paragraph one of Article I of the agreement be amended by adding, in the appropriate columns, "rice", "40,000 MT", and "\$5,000" thousand; by increasing the amount for "ocean transportation (est)" to "\$570" thousand; and by increasing "total" to "\$7,600" thousand.

It is proposed that this note and your reply concurring therein shall constitute agreement between our two Governments to enter into force effective the date of your reply.

Accept, Excellency, the assurances of my highest consideration.

JAMES I. LOEB

His Excellency

ALASSANE DIOP,

Minister of Posts and Telecommunications

of the Republic of Guinea,

Conakry.

¹ TIAS 5394; *ante*, p. 1003.

*The Minister in Charge of Coordination of American Assistance in the
Republic of Guinea*

CONAKRY, le 2 Novembre 1963

L'AMBASSADEUR DES ETATS-UNIS
EN REPUBLIQUE DE GUINEE
— Conakry —

EXCELLENCE,

Au nom du Gouvernement de la République de Guinée, j'ai l'honneur d'accuser réception de votre lettre en date de ce jour ainsi libellée.

“J'ai l'honneur de me référer à l'Accord sur les produits agricoles signé par nos deux Gouvernements le 22 Mai 1963, et je propose que le tableau figurant au paragraphe un de l'Article I de l'Accord soit amendé en ajoutant, dans les colonnes appropriées, “riz”, “40.000 tonnes”, et, “5.000,000 dollars”, en portant le montant du “transport maritime” (estimatif) à “570 mille dollars, et en portant le total” à “7.600 mille dollars”.

Je propose que cette note et votre réponse affirmative constituent un accord entre nos deux Gouvernements qui entrera en vigueur à la date de votre réponse.

J'ai l'honneur de vous donner l'accord total de mon Gouvernement sur le contenu de cette lettre.

Veuillez agréer, Excellence, les assurances de ma très haute considération.—

Le Ministre Charge de la
Coordination de l'Aide
Americaine en Republique
de Guinee
DIOP
Diop Alhassane

Translation

CONAKRY, November 2, 1963

THE AMBASSADOR OF THE UNITED STATES
IN THE REPUBLIC OF GUINEA,
Conakry.

EXCELLENCY:

In the name of the Government of the Republic of Guinea, I have the honor to acknowledge receipt of your note of this date, which reads as follows:

[For the English language text of the note, see *ante*, p. 1784.]

I have the honor to signify to you the full agreement of my Government to the terms of that note.

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

DIOP

Alassane Diop
*Minister in Charge of the
Coordination of American
Assistance in the Republic
of Guinea*

INDIA

Agricultural Commodities: Barter and Exchange of Commodities under Title III

Agreement amending the agreement of June 27, 1963.

Effectuated by exchange of notes

Dated at Washington December 9 and 20, 1963;

Entered into force December 20, 1963.

The Secretary of State to the Ambassador of India

The Secretary of State presents his compliments to His Excellency the Ambassador of India and has the honor to refer to the agreement between the Government of the United States of America and the Government of India signed at Washington on June 27, 1963,[¹] for the barter and exchange of commodities under Title III of the Agricultural Trade Development and Assistance Act, [²] as amended, and to the letter of June 27, 1963,[³] from the United States Department of Agriculture to the Embassy of India in implementation of that agreement.

It is understood that the Minerals and Metals Trading Corporation of India Ltd. (MMTC), an agency of the Government of India, has taken over as of October 1, 1963, the entire business and trade in ores and metals from the State Trading Corporation of India Ltd. (STC); and that the Government of India has decided that the MMTC should be the designated agency of the Government of India in place of the STC to implement the June 27 agreement and letter.

Accordingly, it is suggested that wherever any reference to the "State Trading Corporation of India Ltd." or to "STC" occurs in the agreement of June 27, 1963, or in the implementing letter of June 27, 1963, it be replaced with the "Minerals and Metals Trading Corporation of India Ltd." or with "MMTC" as appropriate.

The Secretary would appreciate a note from the Ambassador confirming that the suggested amendment is acceptable to the Government of India.

TURNER C. CAMERON Jr.

DEPARTMENT OF STATE

Washington, December 9, 1963

¹ TIAS 5384; *ante*, p. 950.

² 68 Stat. 459, 72 Stat. 1791; 7 U.S.C. § 1692.

³ Not printed.

The Ambassador of India to the Secretary of State

EMBASSY OF INDIA
WASHINGTON, D.C.

The Ambassador of India presents his compliments to the Hon'ble the Secretary of State and has the honour to refer to his note dated December 9, 1963 regarding the amendment of the Agreement between the Government of India and the Government of the United States of America signed at Washington on June 27, 1963 for the barter and exchange of commodities under Title III of the Agricultural Trade Development and Assistance Act, as amended, and the letter of June 27, 1963 from the United States Department of Agriculture to the Embassy of India in implementation of that Agreement.

2. It is confirmed that the amendment suggested, namely, wherever any reference to the "State Trading Corporation of India Ltd." or to "STC" occurs in the Agreement of June 27, 1963, or in the implementing letter of June 27, 1963, it be replaced with the "Minerals and Metals Trading Corporation of India Ltd." or with "MMTC" as appropriate, is acceptable to the Government of India.

The Ambassador of India takes this opportunity to renew the assurance of his highest consideration.



EMBASSY OF INDIA
WASHINGTON, D.C.
December 20, 1963.

INDONESIA

Peace Corps Program

*Agreement effected by exchange of notes
Dated at Djakarta March 8 and 14, 1963;
Entered into force March 14, 1963.*

The Indonesian Department of Foreign Affairs to the American Embassy

DEPARTEMEN LUAR NEGERI
REPUBLIK INDONESIA

NO. : 0190/63/31.-

Departemen Luar Negeri Republik Indonesia menjampaikan salam hormatnya kepada Kedutaan Besar Amerika Serikat dan dengan menundjuk kepada Nota Kedutaan Besar No. 208 tertanggal 13 Nopember 1962, mengenai soal "Peace Corps" dengan hormat menjampaikan hal-hal sebagai berikut.

Pemerintah Republik Indonesia, dengan mengingat hubungan persahabatan jang ada diantara Republik Indonesia dan Pemerintah Amerika Serikat, telah menerima dengan penuh kepertjajaan bantuan djasa dari Korps Perdamaian Amerika Serikat.

Dapat dipahami kiranya, bahwa Korps Perdamaian Amerika Serikat, jang lahir menurut seruan jang luhur dari Pemerintah Amerika Serikat untuk membangun djiwa "New Frontier" adalah suatu hal jang baru. Pemerintah Indonesia dengan senang hati akan bekerdjya sama didalam usaha tersebut dengan menerima sedjumlah jang wadjar dari para anggota Korps Perdamaian Amerika Serikat untuk dipekerdjakan di Indonesia. Pemerintah Indonesia akan memberikan perlakuan jang adil terhadap para sukarelawan dan kepada barang-barang milik mereka; memberikan bantuan sepenuhnya dan perlindungan, termasuk perlakuan jang tidak kurang baiknya dari apa jang umuninja diberikan kepada para warganegara Amerika Serikat jang bertempat tinggal di Indonesia; bila tumbuh sesuatu kesulitan mengenai kesedjzhteraan atau pekerdjaaan mereka, Pemerintah Indonesia akan bekerdjya sama jang rapat dengan wakil-wakil Pemerintah Amerika Serikat |didalam menjelesaikan persoalannya.

Adalah hal jang njata, bahwa Korps Perdamaian akan dapat mendjumpai tanah jang subur dalam kegiatan-kegiatan taraf pertama di Indonesia terutama dibidang olahraga dan karena itu disarankan bahwa pada waktu sekarang ini perhatian hendaknya dipusatkan pada bidang ini.

Dengan menginsjafi, bahwa suatu usaha baru tidak dapat dimulai setjara besar-besaran dan bahwa tidak beralasan untuk mengharapkan hasil-hasil segera jang besar, maka Pemerintah Indonesia berpendapat bahwa Korps Perdamaian Amerika Serikat di Indonesia dalam tingkat permulaan pekerdjaaannya sebaiknya dipandang sebagai suatu pertjobaan jang didalam perdjalanan waktu diharapkan dapat tumbuh menjadi suatu usaha jang bulat serta kokoh dan berkembang untuk kepentingan semua pihak jang bersangkutan.

Kiranja tidak perlu ditekankan lagi, bahwa Pemerintah Republik Indonesia menaruh perhatian untuk menjaksikan datangnya pemuda-pemuda Amerika Serikat ke Indonesia jang dilhami oleh djiwa pengertian terhadap suatu Anggota dari Kekuatan-kekuatan Jang Baru Bangkit, dan jang ingin mengabdi sebagai sukarelawan-sukarelawan oleh karena mereka dapat merupakan suatu djalan baru jang dike-mudian hari dapat menanam kemauan-baik jang lebih besar dan pengertian jang lebih mendalam diantara rakjat Amerika mengenai perkembangan-perkembangan disini.

Mengenai pembiaajaan Korps Perdamaian Amerika Serikat, pada dasarnya Pemerintah Indonesia telah menjetudjui bahwa dana Rupiah Amerika Serikat di Indonesia dapat dipergunakan untuk maksud itu. Selandjutnya Pemerintah Indonesia setuju untuk memberi kemudahan-kemudahan dalam memasukkan barang-barang pribadi anggota-anggota Korps Perdamaian Amerika Serikat; meskipun demikian untuk menghindari kesulitan-kesulitan teknis disarankan agar barang-barang pribadi itu sebaiknya dipandang sebagai milik negara Amerika Serikat dan bahwa Kedutaan Besar Amerika Serikat di Djakarta menjelenggarakan pemasukannya dengan bekerdjia sama sepenuhnja dengan Biro Protokol Departemen Luar Negeri Republik Indonesia.

Untuk memungkinkan Pemerintah Amerika Serikat mendjalankan tanggung djawab seperti tersebut dalam persetudjuan ini, Pemerintah Republik Indonesia akan menerima seorang wakil Korps Perdamaian dan pembantu-pembantunya serta pegawai-pegawai badan-badan swasta Amerika Serikat jang dapat diterima oleh Pemerintah Republik Indonesia jang akan mendjalankan tugas-tugasnya sesuai dengan perdjandjian jang mereka buat dengan Pemerintah Amerika Serikat.

Wakil-wakil jang lajak dari kedua Pemerintahan pada waktu-waktu jang tertentu boleh membuat peraturan-peraturan mengenai hal sukarelawan Korps Perdamaian dan atjara Korps Perdamaian jang di Indonesia dianggap perlu atau penting untuk pelaksanaan dari perdjandjian ini. Tindakan-tindakan dari masing-masing Pemerintah itu akan tergantung pada tersedianya uang dan berlakunja undang-undang dari Pemerintah-Pemerintah jang bersangkutan.

Departemen Luar Negeri Republik Indonesia mempergunakan kesempatan ini untuk sekali lagi menjatakan penghargaan jang setinggi-tingginya kepada Kedutaan Besar Amerika Serikat.

DJAKARTA, 8 Maret 1963.-



KEDUTAAN BESAR AMERIKA SERIKAT
Djakarta.-

Translation

DEPARTMENT OF FOREIGN AFFAIRS
REPUBLIC OF INDONESIA

No. 0190/63/31.-

The Department of Foreign Affairs of the Republic of Indonesia presents its compliments to the Embassy of the United States of America and, with reference to the Embassy's note No. 208 dated November 13, 1962 [¹] concerning the "Peace Corps," has the honor to convey the following:

The Government of the Republic of Indonesia, mindful of the friendly relations that exist between the Government of the Republic of Indonesia and the Government of the United States of America, has accepted in good faith the services of the United States Peace Corps.

It is realized that the United States Peace Corps, which came to life in the context of the commendable call from the United States Government for a "New Frontier" spirit, is a new phenomenon. The Indonesian Government is happy to cooperate in this venture by means of accepting a fair number of United States Peace Corps members for employment in Indonesia. The Indonesian Government 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 Indonesia; if any problems arise with respect to their well-being or their work, the Government of Indonesia will be in close consultation with representatives of the Government of the United States with respect to these matters.

It has been found that the Peace Corps can find fertile ground for the first stage of its operations in Indonesia especially in the field of sports, and it is, therefore, advised that, at the moment, concentration should be given to this field.

¹ Not printed.

Well aware that no new venture can be started in spectacular fashion, and that there is no warrant to hope for immediate spectacular results, the Indonesian Government believes that the initial period of operations of the United States Peace Corps in Indonesia will be best treated as an experiment which, in the course of time, can grow into a wholesome and solid endeavor and flourish to the benefit of all concerned.

It is hardly necessary to stress again that the Government of the Republic of Indonesia is interested to see that youthful Americans come to Indonesia who are imbued with a spirit of understanding for a member of the New Emerging Forces, who wish to serve as volunteers because they may well become a new medium that can later on implant more good will and deeper understanding among the American public about developments here.

With regard to the financing of the United States Peace Corps, the Government of the Republic of Indonesia has agreed in principle that United States rupiah funds in Indonesia can be used for that purpose. Further, the Government of the Republic of Indonesia has agreed to facilitate the import of the personal effects of members of the United States Peace Corps; however, in order to avoid technical difficulties, it is advised that such personal effects should be regarded as United States property, and that the Embassy of the United States of America in Djakarta should handle their entry in full cooperation with the Protocol Bureau of the Department of Foreign Affairs of the Republic of Indonesia.

To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of the Republic of Indonesia 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 the Republic of Indonesia.

Appropriate representatives of both Governments may make from time to time such arrangements with respect to Peace Corps volunteers and Peace Corps programs in Indonesia 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.

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

DJAKARTA, March 8, 1963

[SEAL]

THE UNITED STATES EMBASSY,
Djakarta:

The American Embassy to the Indonesian Department of Foreign Affairs

No. 625

The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs of the Republic of Indonesia and has the honor to acknowledge the receipt of the Note of the Department of Foreign Affairs of March 8, 1963, concerning the Peace Corps and to state that the provisions of that Note are acceptable to the Government of the United States of America and that the Note of the Department of Foreign Affairs and this Note shall constitute an agreement between the Government of the United States and the Government of Indonesia which shall take effect on the date of this Note.

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

EMBASSY OF THE UNITED STATES OF AMERICA,
Djakarta, March 14, 1963.

FJG

ISRAEL

Agricultural Commodities

Agreement amending the agreement of December 6, 1962.

Effectuated by exchange of notes

Signed at Washington December 24 and 30, 1963;

Entered into force December 30, 1963.

The Secretary of State to the Israeli Ambassador

DEPARTMENT OF STATE
WASHINGTON
December 24, 1963

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments of December 6, 1962,^[1] and to propose that paragraph 1 of Article I of the Agreement be amended by increasing the value of rice from "\$.6 million" to "\$1.0 million" and by decreasing the value of cottonseed and/or soybean oil from "\$11.1 million" to "\$10.7 million".

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.

For the Secretary of State:

WILLIAM S. GAUD

William S. Gaud

His Excellency

AVRAHAM HARMAN,

Ambassador of Israel.

¹ TIAS 5220; 13 UST 2550.

The Israeli Ambassador to the Secretary of State

EMBASSY OF ISRAEL
Washington, D.C.

שגרירות ישראל
ושינטון

DECEMBER 30 1963

SIR:

I have the honor to acknowledge the receipt of your communication of December 24 referring to the Agricultural Commodities Agreement between our two Governments of the 6 December 1962, proposing that paragraph 1 of Article I of the Agreement be amended by increasing the value of rice from "\$.6 million" to "\$1.0 million" and by decreasing the value of cottonseed and/or soybean oil from "\$11.1 million" to "\$10.7 million".

I have noted your proposal that your note and my reply thereto shall constitute an agreement between our two Governments to enter into force on the date of my reply.

I have the honor to inform you that my Government agrees to the amendment proposed to come into effect as of today.

Please accept, Mr. Secretary, the renewed assurances of my highest consideration.

AVRAHAM HARMAN
Avraham Harman

The Honorable
THE SECRETARY OF STATE
Washington, D.C.

ISRAEL

Trade in Cotton Textiles

Agreement effected by exchange of notes

Signed at Tel Aviv and Jerusalem November 5 and 22, 1963;

Entered into force November 22, 1963;

Operative October 1, 1963.

*The American Ambassador to the Israeli Deputy Prime Minister and
Acting Minister for Foreign Affairs*

No. 45

TEL AVIV, November 5, 1963.

EXCELLENCY:

I have the honor to refer to recent discussions between representatives of the Government of the United States and the Government of Israel, concerning trade in cotton textiles between Israel and 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 Israel and the United States:

- 1) The Government of Israel shall limit its annual exports to the United States in all categories of cotton textiles for the twelve-month period beginning October 1, 1963 to an aggregate limit of 12.5 million square yards equivalent.
- 2) Within the aggregate annual limit specified in paragraph 1, the following specific ceilings shall apply:
 - a) Categories 1 and 2: 1,700,000 lbs., provided that within this ceiling, annual exports in category 2 shall not exceed 50,000 lbs.
 - b) Category 3: 210,000 lbs.
 - c) Category 48: 26,000 doz.
- 3) Any shortfalls occurring in the aggregate annual limit established for category 48 may be used to effect a corresponding increase in any other category, provided that such increases may be made in categories 1, 2 and 3 only by prior mutual agreement. Annual exports in categories not given specific ceilings shall not exceed the levels specified in the following schedule, except by mutual agreement of the two governments:

- a) Categories 4-38 incl. and 64: 350,000 syds. equivalent.
- b) Categories 39-47 incl. and 49-63 incl.: 250,000 syds. equivalent.
- 4) The limits on exports established by paragraphs 1), 2) and 3) of this agreement shall be raised by 5 per cent for the twelve-month period beginning on October 1, 1964 and, on a cumulative basis, for each subsequent twelve-month period.
- 5) The Government of Israel shall space its annual exports within Categories 1, 2 and 3 on a cumulative, quarterly percentage basis of 30-55-80-100. Annual exports within category 48 shall be spaced on a cumulative quarterly percentage basis of 50-50-100-100.
- 6) Each Government agrees to supply promptly any available statistical data requested by the other Government. In the implementation of this agreement, the system of categories and the factors for conversion into square yards equivalent set forth in the annex hereto shall apply.
- 7) During the life of this agreement, the Government of the United States shall not exercise its rights under Article 3 of the Long Term Arrangement Regarding International Trade in Cotton Textiles done at Geneva on February 9, 1962 [1] to request restraint on the export of cotton textiles from Israel to the United States. All other relevant provisions of the Long Term Arrangement shall remain in effect between the two Governments.
- 8) In the event concentration in exports from Israel to the United States of items of apparel made up of a particular fabric causes or threatens to cause market disruption in the United States, the Government of the United States may call for consultations with the Government of Israel in order to reach a mutually satisfactory solution to the problem. The Government of Israel shall agree to enter into such consultations, and, during the course thereof, shall limit its exports of the item in question to an annual level of 105 per cent of its exports of that item during the twelve-month period immediately preceding the month in which consultations are requested.
- 9) The Governments agree to consult on any question arising in the implementation of this agreement or in connection therewith. In particular, in view of the Government of Israel anticipation of the development of the Israel textile industry, the Government of the United States agrees to undertake, at the request of the Government of Israel, a joint re-examination of the aggregate ceiling established in paragraph 1 of this

¹ TIAS 5240; 13 UST 2675.

agreement in the light of the record of Israel in meeting the ceilings established in this agreement, and taking into consideration the condition of the United States cotton textile market at the time of such re-examination.

- 10) This agreement shall continue in force until and including September 30, 1967; provided that either Government may propose revisions in the terms of the agreement no later than 90 days prior to the beginning of a new twelve-month period; and provided further that either Government may terminate this agreement effective at the end of a twelve-month period by written notice to the other Government to be given at least 90 days prior to the end of such twelve-month period.

If these proposals are acceptable to the Government of Israel, this Note and your Excellency's Note of acceptance on behalf of the Government of Israel shall constitute an agreement between our Governments;

Accept Excellency, the renewed assurances of my highest consideration.

WALWORTH BARBOUR

His Excellency

ABBA EBAN,

Deputy Prime Minister and

Acting Minister for Foreign Affairs.

ANNEX A

COTTON TEXTILE CATEGORIES AND CONVERSION FACTORS

<u>Category Number</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u> (Square Yards)
1.	Cotton yarn, carded, singles, not ornamented, etc.	lb.	4. 6
2.	Cotton yarn, plied, carded, not ornamented, etc.	lb.	4. 6
3.	Cotton yarn, singles, combed, not ornamented, etc.	lb.	4. 6
4.	Cotton yarn, plied, combed, not ornamented, etc.	lb.	4. 6
5.	Ginghams, carded yarn	Sq. yds.	1. 0
6.	Ginghams, combed yarn	Sq. yds.	1. 0
7.	Velveteens	Sq. yds.	1. 0

COTTON TEXTILE CATEGORIES AND CONVERSION FACTORS—Con.

<u>Category Number</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u> (Square Yards)
8.	Corduroy	Sq. yds.	1. 0
9.	Sheeting, carded yarn	Sq. yds.	1. 0
10.	Sheeting, combed yarn	Sq. yds.	1. 0
11.	Lawns, carded yarn	Sq. yds.	1. 0
12.	Lawns, combed yarn	Sq. yds.	1. 0
13.	Voiles, carded yarn	Sq. yds.	1. 0
14.	Voiles, combed yarn	Sq. yds.	1. 0
15.	Poplin and broadcloth, carded yarn	Sq. yds.	1. 0
16.	Poplin and broadcloth, combed yarn	Sq. yds.	1. 0
17.	Typewriter ribbon cloth	Sq. yds.	1. 0
18.	Print cloth type shirting, 80 x 80 type, carded yarn	Sq. yds.	1. 0
19.	Print cloth type shirting, other than 80 x 80 type, carded yarn	Sq. yds.	1. 0
20.	Shirting, carded yarn	Sq. yds.	1. 0
21.	Shirting, combed yarn	Sq. yds.	1. 0
22.	Twill and sateen, carded yarn	Sq. yds.	1. 0
23.	Twill and sateen, combed yarn	Sq. yds.	1. 0
24.	Yarn-dyed fabrics, except ginghams, carded yarn	Sq. yds.	1. 0
25.	Yarn-dyed fabrics, except ginghams, combed yarn	Sq. yds.	1. 0
26.	Fabrics, n.e.s. carded yarn	Sq. yds.	1. 0
27.	Fabrics, n.e.s., combed yarn	Sq. yds.	1. 0
28.	Pillowcases, plain, carded yarn	no.	1. 084
29.	Pillowcases, plain, combed yarn	no.	1. 084
30.	Dish towels	no.	. 348
31.	Towels, other than dish towels	no.	. 348
32.	Handkerchiefs	doz.	1. 66
33.	Table damasks and manufactures of	lb.	3. 17
34.	Sheets, carded yarn	no.	6. 2
35.	Sheets, combed yarn	no.	6. 2
36.	Bedspreads	no.	6. 9
37.	Braided and woven elastics	lb.	4. 6
38.	Fishing nets	lb.	4. 6
39.	Gloves and mittens	doz.	3. 527
40.	Hose and half hose	doz.	4. 6
41.	Men's and boys' all white T. shirts, knit or crocheted	doz.	7. 234
42.	Other T. shirts	doz.	7. 234
43.	Knitshirts, other than T. shirts and Sweatshirts (including infants)	doz.	7. 234

COTTON TEXTILE CATEGORIES AND CONVERSION FACTORS—Con.

<u>Category Number</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u> (Square Yards)
44.	Sweaters and cardigan	doz.	36. 8
45.	Men's and boys' shirts, dress, not knit or crocheted	doz.	22. 186
46.	Men's and boys' shirts, sport, not knit or crocheted	doz.	24. 457
47.	Men's and boys' shirts, work, not knit or crocheted	doz.	22. 186
48.	Raincoats, $\frac{3}{4}$ length or over	doz.	50. 0
49.	All other coats	doz.	32. 5
50.	Men's and boys' trousers, slacks and shorts (outer), not knit or crocheted	doz.	17. 797
51.	Women's misses' and children's trousers, slacks and shorts (outer), not knit or crocheted	doz.	17. 797
52.	Blouses, and blouses combined with skirts, trousers, or shorts	doz.	14. 53
53.	Women's misses', children's and infants' dresses (including nurses' and other uniform dresses), not knit or crocheted	doz.	45. 3
54.	Playsuits, sunsuits, washsuits, creepers, rompers, etc. (except blouse and shorts; blouse and trouser; or blouse, shorts and skirt sets)	doz.	25. 0
55.	Dressing gowns, including bathrobes and beach- robes, lounging gowns, dusters and housecoats, not knit or crocheted	doz.	51. 0
56.	Men's and boys' undershirts, (not T. shirts)	doz.	9. 2
57.	Men's and boys' briefs and undershorts	doz.	11. 25
58.	Drawers, shorts and briefs (except men's and boy's briefs), knit or crocheted	doz.	5. 0
59.	All other underwear, not knit or crocheted	doz.	16. 0
60.	Nightwear and pyjamas	doz.	51. 96
61.	Brassieres and other body supporting garments	doz.	4. 75
62.	Other knitted or crocheted clothing	lb.	4. 6
63.	Other clothing, not knit or crocheted	lb.	4. 6
64.	All other cotton textile items	lb.	4. 6

The Israeli Deputy Prime Minister and Acting Minister for Foreign Affairs to the American Ambassador

MINISTÈRE DES AFFAIRES ETRANGERES
JERUSALEM, ISRAEL

מִינְסֶרֶט הַחֲוֹזֶק
יְרוּשָׁלַם

JERUSALEM, 22 November 1963.

EXCELLENCY,

I have the honour to acknowledge Your Excellency's Note No. 45 of 5 November, reading as follows:

"I have the honor to refer to recent discussions between representatives of the Government of the United States and the Government of Israel, concerning trade in cotton textiles between Israel and 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 Israel and the United States:

- 1) The Government of Israel shall limit its annual exports to the United States in all categories of cotton textiles for the twelve-month period beginning October 1, 1963 to an aggregate limit of 12.5 million square yards equivalent.
- 2) Within the aggregate annual limit specified in paragraph 1, the following specific ceilings shall apply:
 - a) Categories 1 and 2: 1,700,000 lbs., provided that within this ceiling, annual exports in category 2 shall not exceed 50,000 lbs.
 - b) Category 3: 210,000 lbs.
 - c) Category 48: 26,000 doz.
- 3) Any shortfalls occurring in the aggregate annual limit established for category 48 may be used to effect a corresponding increase in any other category, provided that such increases may be made in categories 1, 2 and 3 only by prior mutual agreement. Annual exports in categories not given specific ceilings shall not exceed the levels specified in the following schedule, except by mutual agreement of the two governments:
 - a) Categories 4-38 incl. and 64: 350,000 syds. equivalent.
 - b) Categories 39-47 incl. and 49-63 incl.: 250,000 syds. equivalent.
- 4) The limits on exports established by paragraphs 1), 2) and 3) of this agreement shall be raised by 5 percent for the twelve-month period beginning on October 1, 1964 and, on a cumulative basis, for each subsequent twelve-month period.

- 5) The Government of Israel shall space its annual exports within Categories 1, 2 and 3 on a cumulative, quarterly percentage basis of 30-55-80-100. Annual exports within category 48 shall be spaced on a cumulative quarterly percentage basis of 50-50-100-100.
- 6) Each Government agrees to supply promptly any available statistical data requested by the other Government. In the implementation of this agreement, the system of categories and the factors for conversion into square yards equivalent set forth in the annex hereto [¹] shall apply.
- 7) During the life of this agreement, the Government of the United States shall not exercise its rights under Article 3 of the Long Term Arrangement Regarding International Trade in Cotton Textiles done at Geneva on February 9, 1962 to request restraint on the export of cotton textiles from Israel to the United States. All other relevant provisions of the Long Term Arrangement shall remain in effect between the two Governments.
- 8) In the event concentration in exports from Israel to the United States of items of apparel made up of a particular fabric causes or threatens to cause market disruption in the United States, the Government of the United States may call for consultations with the Government of Israel in order to reach a mutually satisfactory solution to the problem. The Government of Israel shall agree to enter into such consultations, and, during the course thereof, shall limit its exports of the item in question to an annual level of 105 per cent of its exports of that item during the twelve-month period immediately preceding the month in which consultations are requested.
- 9) The Governments agree to consult on any question arising in the implementation of this agreement or in connection therewith. In particular, in view of the Government of Israel anticipation of the development of the Israel textile industry, the Government of the United States agrees to undertake, at the request of the Government of Israel, a joint re-examination of the aggregate ceiling established in paragraph 1 of this agreement in the light of the record of Israel in meeting the ceilings established in this agreement, and taking into consideration the condition of the United States cotton textile market at the time of such re-examination.
- 10) This agreement shall continue in force until and including September 30, 1967; provided that either Government may propose revisions in the terms of the agreement no later than 90 days prior to the beginning of a new twelve-month period; and provided further that either Government may terminate this agreement effective at the end of a twelve-month period by

¹ Identical text of annex enclosed with the Israeli note is not printed. See *ante*, p. 1798.

written notice to the other Government to be given at least 90 days prior to the end of such twelve-month period.

If these proposals are acceptable to the Government of Israel, this Note and your Excellency's Note of acceptance on behalf of the Government of Israel shall constitute an agreement between our Governments:

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

The foregoing text is acceptable to the Government of Israel. I accordingly concur that Your Excellency's Note and this, my affirmative Note in reply, shall constitute an agreement between our two Governments.

Accept, Excellency, the assurances of my highest consideration.

ABBA EBAN
*Deputy Prime Minister
Minister for Foreign Affairs a. i.*

His Excellency

Mr. WALWORTH BARBOUR
*Ambassador of the
United States of America
in Israel.*

MEXICO

Migratory Workers: Mexican Agricultural Workers

Agreement extending the agreement of August 11, 1951, as amended and extended.

Effectuated by exchange of notes

Signed at México December 20, 1963;

Entered into force December 20, 1963.

The American Ambassador to the Mexican Minister for Foreign Relations

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 900

MEXICO, D.F., December 20, 1963.

EXCELLENCY:

I have the honor to refer to the Migrant Labor Agreement of 1951, [¹] as amended, now in effect between our two Governments, and to propose, on behalf of the Government of the United States of America, that this Agreement be extended [²] through December 31, 1964.

The Government of the United States of America will consider this note and Your Excellency's reply concurring therein as constituting an agreement between our two Governments.

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

THOMAS C. MANN

His Excellency

Don MANUEL TELLO,
Minister for Foreign Relations,
Mexico, D.F.

¹TIAS 2881; 2 UST 1940.

²See TIAS 5160; 13 UST 2022.

The Mexican Minister for Foreign Relations to the American Ambassador

SECRETARIA DE RELACIONES EXTERIORES
ESTADOS UNIDOS MEXICANOS
MEXICO

136762

México, D.F., Diciembre 20 de 1963

EXCELENCIA:

Tengo el honor de acusar recibo a Vuestra Excelencia de su atenta Nota Núm. 900, fechada el día 20 del presente mes, que textualmente dice:

“Tengo el honor de referirme al Acuerdo sobre Trabajadores Migratorios de 1951, con sus Reformas, vigente entre nuestros Gobiernos, y de proponer en nombre del Gobierno de los Estados Unidos de América, que este Acuerdo sea prorrogado hasta el 31 de diciembre de 1964 inclusive.

“El Gobierno de los Estados Unidos de América considerará esta nota y la respuesta de Su Excelencia concordando con ella, como constituyendo un acuerdo entre nuestros dos Gobiernos”.

En debida respuesta a la Nota que arriba se transcribe, me es satisfactorio manifestar a Vuestra Excelencia que mi Gobierno confirma y acepta la prórroga del Acuerdo mencionado, para el efecto de que su vigencia se prorrogue hasta el 31 de diciembre de 1964 inclusive.

Reitero a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

MANUEL TELLO.

Excelentísimo Señor

THOMAS C. MANN

*Embajador de los Estados Unidos de América
Ciudad*

Translation

MINISTRY OF FOREIGN RELATIONS
UNITED MEXICAN STATES
MEXICO

136762

MÉXICO, D.F., December 20, 1963

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's note No. 900 dated the 20th of this month, which reads as follows:

"I have the honor to refer to the Migrant Labor Agreement of 1951, as amended, now in effect between our two Governments, and to propose, on behalf of the Government of the United States of America, that this Agreement be extended through December 31, 1964.

"The Government of the United States of America will consider this note and Your Excellency's reply concurring therein as constituting an agreement between our two Governments."

In reply to the note transcribed above, I am happy to inform Your Excellency that my Government confirms and accepts the extension of the aforesaid Agreement, in order that it may continue in force through December 31, 1964.

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

MANUEL TELLO.

His Excellency

THOMAS C. MANN,
Ambassador of the United States of America,
City.

PARAGUAY

Agricultural Commodities: Sales Under Title IV

*Agreement signed at Asunción September 16, 1963;
Entered into force September 16, 1963.
With exchange of notes.*

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF PARAGUAY UNDER TITLE IV OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

The Government of the United States of America and the Government of Paraguay:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries in a manner which would utilize surplus agricultural commodities, including the products thereof, produced in the United States of America to assist economic development in Paraguay;

Recognizing that such expanded trade should be carried on in a manner which would not displace cash marketings of the United States of America in those commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Recognizing further that by providing such commodities to Paraguay under long-term supply and credit arrangements, the resources and manpower of Paraguay can be utilized more effectively for economic development without jeopardizing meanwhile adequate supplies of agricultural commodities for domestic use;

Desiring to set forth the understandings which will govern the sales, as specified below, of commodities to Paraguay pursuant to Title IV of the Agricultural Trade Development and Assistance Act,^[1] as amended (hereinafter referred to as the Act);

Have agreed as follows:

¹ 73 Stat. 610; 7 U.S.C. §§ 1731-1736.

ARTICLE ICOMMODITY SALES PROVISIONS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of Paraguay of credit purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance during the fiscal years 1964, 1965 and 1966, or such longer period as may be authorized by the Government of the United States of America, sales for United States dollars, to purchasers authorized by the Government of Paraguay of the following commodities:

<u>Commodity</u>	<u>Three-Year Approximate Maximum Quantity</u>	<u>Three-Year Export Market Value to be Financed</u>
Mixed feed	750,000 Pounds	\$150,000
Ocean transportation (estimated)		1,500
Total		\$151,500

<u>Commodity</u>	<u>Approximate Maximum Quantity in Fiscal Year 1964</u>	<u>Export Market Value to be Financed in Fiscal Year 1964</u>
Mixed feed	250,000 Pounds	\$ 50,000
Ocean transportation (estimated)		500
Total		\$ 50,500

The total amount of financing provided in the credit purchase authorizations shall not exceed the above-specified export market value to be financed, except that additional financing for ocean transportation will be provided if the estimated amount for financing shipments required to be made on United States flag vessels proves to be insufficient. It is understood that the Government of the United States of America will, as price declines or other marketing factors may require, limit the amount of financing provided in the credit purchase authorizations so that the quantities of commodities financed will not substantially exceed the above specified approximate maximum quantities.

2. Credit purchase authorizations will include provisions relating to the sale and delivery of such commodities and other relevant matters.

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

ARTICLE II

CREDIT PROVISIONS

1. The Government of Paraguay will pay or cause to be paid in United States dollars to the Government of the United States of America for the commodities specified in Article I and related ocean transportation (except excess ocean transportation costs resulting from the requirement that United States flag vessels be used), the amount financed by the Government of the United States together with interest thereon.

2. The principal amount due for commodities delivered in each calendar year under this Agreement, including the applicable ocean transportation costs related to such deliveries, shall be paid in ten approximately equal annual payments. The first annual payment for commodities delivered in any calendar year shall become due on December 31 of the following year in which such deliveries were made. Subsequent annual payments shall become due at intervals of one year thereafter. Any annual payment may be made prior to the due date thereof.

3. Interest on the unpaid balance of the principal amount due the Government of the United States of America for commodities delivered in each calendar year shall be computed at the rate of three-quarters of one per centum per annum and shall begin on the date of the last delivery of commodities in such calendar year. Interest on each such unpaid balance shall be paid annually not later than the date on which the annual payment of principal becomes due.

4. All payments shall be made in United States dollars and the Government of Paraguay shall deposit or cause to be deposited such payments in the United States Treasury unless another depository is agreed upon by the two Governments.

5. The two Governments will 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.

6. For the purpose of determining the date of the last delivery of commodities for each calendar year, 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.

ARTICLE IIIGENERAL PROVISIONS

1. The Government of Paraguay will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic consumption of the agricultural commodities purchased pursuant to this Agreement; to prevent the export of any commodity of either domestic or foreign origin which is the same as or like the commodities purchased pursuant to this Agreement during the period beginning on the date of this Agreement and ending on the final date on which said commodities are being received and utilized (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this Agreement does not result in increased availability of these or like commodities to nations unfriendly to the United States of America.

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

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

4. The Government of Paraguay will furnish, upon request of the Government of the United States of America, information on the progress of the program, including the arrival and condition of commodities, imports of commodities which may be required under this Agreement to be purchased from the United States of America or other countries friendly to the United States of America in addition to commodities financed under this Agreement, and any exports of the same or like commodities.

ARTICLE IVCONSULTATION

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

ARTICLE VENTRY INTO FORCE

The Agreement shall enter into force upon signature;

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

DONE in duplicate at Asunción, Paraguay this Sixteenth day of September, 1963.

FOR THE GOVERNMENT OF
THE UNITED STATES OF
AMERICA:

JULIAN L NUGENT Jr.

Julian L. Nugent
Chargé d'Affaires a.i.

FOR THE GOVERNMENT OF
PARAGUAY:

RAÚL SAPENA PASTOR

Raúl Sapena Pastor
Minister of Foreign Affairs

[SEAL]

[SEAL]

CONVENIO SOBRE PRODUCTOS AGRICOLAS ENTRE EL GOBIERNO DEL PARAGUAY Y EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA SEGUN EL TITULO IV DE LA LEY DE AYUDA Y DE DESARROLLO COMERCIAL AGRICOLA Y SUS ENMIENDAS.

El Gobierno del Paraguay y el Gobierno de los Estados Unidos de América:

Reconociendo la conveniencia de ampliar el comercio en productos agrícolas entre sus dos países, en tal forma que se utilicen los productos agrícolas excedentes, incluyendo sus derivados, producidos en los Estados Unidos de América, a fin de ayudar al desarrollo económico del Paraguay.

Considerando que tal expansión del comercio deberá realizarse en tal forma que no desplace las ventas al contado de los Estados Unidos de América de tales productos, o desorganice indebidamente los precios mundiales de los productos agrícolas o las pautas normales de las relaciones comerciales con países amigos;

Reconociendo además, que al proveer de tales productos al Paraguay, conforme a un arreglo de abastecimiento y crédito a largo plazo, los recursos y potencial humano del Paraguay pueden utilizarse más efectivamente en el desarrollo económico, sin arriesgar mientras tanto los suministros adecuados de productos agrícolas para uso interno.

Deseando dejar sentadas las bases del entendimiento que regulará las ventas de los productos al Paraguay tal como se especifica a continuación, de conformidad con el Título IV de la Ley de Ayuda y de Desarrollo Comercial y Agrícola y sus enmiendas (a la que en adelante se denominará "la Ley");

Han convenido en lo siguiente:

ARTICULO I

DISPOSICIONES REFERENTES A LAS VENTAS DE LOS PRODUCTOS

- Sujeto a la emisión por el Gobierno de los Estados Unidos de América, y a la aceptación por el Gobierno del Paraguay de autorizaciones de compra a crédito, y a la disponibilidad de los productos bajo la Ley a la fecha de exportación, el Gobierno de los Estados Unidos de América asumirá la financiación durante los años fiscales de 1964, 1965 y 1966, o por un período mayor según sea autorizado por el Gobierno de los Estados Unidos de América, de las ventas en dólares de los Estados Unidos de América a compradores autorizados por el Gobierno del Paraguay, de los siguientes productos:

Producto	Tres Años Cantidad Máxima Aproximada	Tres Años Valor mercado Exportación a ser financiado
Alimentación mezclada para animales	750.000 Libras	\$ 150.000
Transporte oceánico (estimado)		\$ 1.500
Total		\$ 151.500
		Valor Mercado Exportación a ser financiado en Año Fiscal 1964.
Alimentación mezclada para animales	250.000 Libras	\$ 50.000
Transporte oceánico (estimado)		\$ 500
Total		\$ 50.500

La cantidad total de financiamiento estipulada en las autorizaciones de compra a crédito no debe exceder al valor en mercado de exportación arriba especificado, a ser financiado, excepto en el caso que la suma estimada para financiar embarques que se requieran hacer en navíos de bandera estadounidense demuestre ser insuficiente, en cuyo caso se proveerá un financiamiento adicional para transporte oceánico. Se da por entendido que el Gobierno de los Estados Unidos de América, conforme las bajas de precio u otros factores del mercado lo requieran, limitará la cantidad de financiamiento

estipulada en las autorizaciones de compra a crédito de modo que las cantidades de productos financiadas no excedan en sustancia a las cantidades máximas aproximadas anteriormente especificadas.

2. Las autorizaciones de compra a crédito incluirán disposiciones referentes a la venta y entrega de dichos productos así como otros asuntos pertinentes.
3. La financiación, venta y entrega de los productos contemplados en el presente Convenio podrán ser suspendidas por cualesquiera de los dos Gobiernos si el Gobierno en cuestión determinara que, debido a cambios en las condiciones, la continuación de tal financiación, venta y entrega es innecesario o inconveniente.

ARTICULO II

DISPOSICIONES REFERENTES AL CREDITO

1. El Gobierno del Paraguay pagará o hará pagar en dólares estadounidenses al Gobierno de los Estados Unidos de América, por los productos especificados en el Artículo I y por el transporte oceánico correspondiente (excepto el costo extra de fletes oceánicos que resulte de la exigencia de que se utilicen barcos de bandera estadounidense), la cantidad financiada por el Gobierno de los Estados Unidos de América, más el interés correspondiente.
2. La cantidad principal adeudada por concepto de productos entregados cada año de calendario conforme a este Convenio, incluyendo los costos de fletes oceánicos correspondientes a tales entregas, será abonado en 10 pagos anuales aproximadamente iguales. El primer pago anual por productos entregados en cualquier año calendario vencerá el 31 de diciembre del año siguiente a aquél en el que dichas entregas fueron hechas. A partir de dicho vencimiento, se hará pagos anuales subsiguientes a intervalos de un año. Cualquier pago anual podrá abonarse con anterioridad a la fecha de su vencimiento.
3. El interés sobre el saldo de la cantidad principal adeudada al Gobierno de los Estados Unidos de América, por los productos entregados en cada año calendario, se calculará a un tipo de interés de tres cuartos del uno por ciento anual, y empezará a contarse desde la fecha de la última entrega de productos en tal año calendario. El interés sobre cada uno de tales saldos se pagará anualmente, no más tarde de la fecha de vencimiento del pago anual del principal.
4. Todos los pagos serán hechos en dólares estadounidenses y el Gobierno del Paraguay depositará o hará depositar los pagos en la Tesorería de los Estados Unidos de América, a menos que los dos Gobiernos convengan en otro depositario.
5. Cada uno de los dos Gobiernos establecerá procedimientos apropiados para facilitar la reconciliación de sus respectivos registros de

las cantidades financiadas con relación a los productos entregados durante cada año calendario.

6. Con objeto de determinar la fecha de la última entrega de productos en cada año calendario, se considerará realizada la entrega en la fecha de embarque que figure en el conocimiento de embarque que haya sido firmado o marcado con iniciales en nombre de la empresa de transporte.

ARTICULO III

DISPOSICIONES GENERALES

1. El Gobierno del Paraguay tomará todas las medidas posibles para impedir la reventa o reembarque a otros países, o el uso para otros fines que no sean de consumo nacional, de los productos agrícolas adquiridos según este Convenio; para impedir la exportación de cualquier producto de origen nacional o extranjero, que sea igual o similar a los productos adquiridos según este Convenio, durante el período a contar desde la fecha de este Convenio y a terminar en la fecha última en la que dichos productos hayan sido recibidos y utilizados (excepto cuando tal exportación sea específicamente aprobada por el Gobierno de los Estados Unidos de América); y para asegurar que la adquisición de los productos contemplados en este Convenio no resulte en un aumento de la disponibilidad de los mismos u otros similares para naciones no amigas de los Estados Unidos de América.
2. Los dos Gobiernos tomarán precauciones razonables para asegurarse de que las ventas o compras de los productos convenidos en el presente Convenio no desplazarán las ventas al contado de estos productos por parte de los Estados Unidos de América, ni desorganizarán indebidamente los precios mundiales de los productos agrícolas, ni las pautas normales de las relaciones comerciales con los países amigos de los Estados Unidos de América.
3. Al llevar a efecto las disposiciones de este Convenio, los dos Gobiernos tratarán de asegurar, en la medida de lo posible, condiciones comerciales que permitan a los comerciantes particulares operar eficazmente, y empleará sus mejores esfuerzos para fomentar y extender la continua demanda de productos en el mercado.
4. El Gobierno del Paraguay suministrará, a solicitud del Gobierno de los Estados Unidos de América, información sobre el progreso del programa, incluyendo información sobre la llegada y condición de los productos, e información sobre las importaciones de los productos que, bajo el presente Convenio, sea necesario comprar de los Estados Unidos de América o de otros países amigos de los Estados Unidos de América, además de los productos financiados bajo el presente Convenio, y cualquier exportación de los mismos productos o de productos semejantes.

ARTICULO IV**CONSULTAS**

A solicitud de cualquiera de ellos, los dos Gobiernos se consultarán sobre cualquier asunto relativo a la aplicación de este Convenio o a la ejecución de los arreglos efectuados de conformidad al mismo.

ARTICULO V**VIGENCIA**

Este Convenio entrará en vigor al ser suscrito.

EN FE DE LO CUAL, los respectivos Plenipotenciarios, debidamente autorizados para tal fin, suscriben el presente Convenio, en dos ejemplares igualmente auténticos en idiomas español e inglés en la Ciudad de Asunción, Capital de la República del Paraguay a los dieciseis días del mes de setiembre del año mil novecientos sesenta y tres.

**POR EL GOBIERNO DE LOS
ESTADOS UNIDOS DE AMERICA:**

JULIAN L NUGENT Jr.

Julian L. Nugent
Encargado de Negocios a. i.

[SEAL]

**POR EL GOBIERNO DEL
PARAGUAY:**

RAÚL SAPENA PASTOR

Raúl Sapena Pastor
Ministro de Relaciones Exteriores.

[SEAL]

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

No. 134

ASUNCIÓN, September 16, 1963

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of Paraguay signed today.

I wish to confirm my Government's understanding of the agreement reached in conversations which have taken place between representatives of our two Governments with respect to the use by the Government of Paraguay of guaranies resulting from the sale of commodities financed under the Agreement. It is understood that these guaranies will be used for economic and social development programs consistent with the purposes and objectives of the Act of Bogota [¹] and the Charter of Punta del Este [²] as may be agreed to by the two Governments.

¹ Department of State Bulletin, Oct. 3, 1960, p. 537.

² Department of State Bulletin, Sept. 11, 1961, p. 462.

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

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

JULIAN L NUGENT Jr.

His Excellency

Dr. RAÚL SAPENA PASTOR,
Minister of Foreign Affairs,
Asunción.

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

REPUBLICA DEL PARAGUAY

ASUNCION, 16 de setiembre de 1963.

SEÑOR ENCARGADO DE NEGOCIOS:

Tengo el agrado de dirigirme a Vuestra Señoría con el objeto de acusar recibo de su nota Nº 134, de fecha de hoy, cuyo texto es el siguiente:

"Excelencia: Tengo el honor de hacer referencia al Convenio Sobre Productos Agrícolas entre el Gobierno del Paraguay y el Gobierno de los Estados Unidos de América, suscrito en el día de la fecha. Deseo confirmar el entendimiento de mi Gobierno respecto al Convenio recabado en conversaciones que se han realizado entre Representantes de nuestros dos Gobiernos, con respecto al empleo por parte del Gobierno del Paraguay, de los Guaraníes resultantes de la venta de los productos financiados bajo este Convenio. Queda entendido que estos Guaraníes serán empleados para programas de desarrollo económico y social consistentes con los propósitos y objetivos del Acta de Bogotá y la Carta de Punta del Este, según puedan ser convenidos por los dos Gobiernos. Apreciaré la confirmación de Vuestra Excelencia sobre lo que queda entendido anteriormente. Acepte Vuestra Excelencia las renovadas seguridades de mi más alta consideración."

En respuesta me es grato expresar a Vuestra Señoría que el Gobierno de mi país concuerda con el contenido de vuestra nota precedentemente transcripta y por consiguiente, la misma y la presente nota

constituyen un Acuerdo entre nuestros dos Gobiernos sobre la materia.

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

RAÚL SAPENA PASTOR

A Su Señoría

Don JULIAN L. NUGENT,

*Encargado de Negocios a. i. de los
Estados Unidos de América.
Ciudad.*

Translation

REPUBLIC OF PARAGUAY

ASUNCIÓN, September 16, 1963

MR. CHARGÉ D'AFFAIRES:

I take pleasure in addressing you in order to acknowledge receipt of your note No. 134 of this date, the text of which reads as follows:

[For the English language text of the note, see *ante*, p. 1815.]

In reply I am happy to inform you that the Government of my country agrees to the terms of your note transcribed above, and consequently, that note and this one constitute an agreement between our two Governments on the matter.

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

RAÚL SAPENA PASTOR

Mr. JULIAN L. NUGENT,

*Chargé d'Affaires ad interim of the
United States of America,
City.*

PARAGUAY

Agricultural Commodities

*Agreement signed at Asunción November 14, 1963;
Entered into force November 14, 1963.
With exchange of notes.*

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

The Government of Paraguay and the Government of the United States of America:

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

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

Considering that the Paraguayan guaranies accruing from such purchase will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to Paraguay pursuant to Title I of the Agricultural Trade Development and Assistance Act,^[1] as amended (hereinafter referred to as the Act) and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

ARTICLE I

SALES FOR PARAGUAYAN GUARANIES

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of Paraguay of purchase

¹ 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for Paraguayan guaranies, to purchasers authorized by the Government of Paraguay, of the following agricultural commodities in the amounts indicated:

<u>Commodity</u>	<u>Export Market Value</u>
Wheat, including flour	\$1,500,000
Ocean transportation	200,000
TOTAL	\$1,700,000

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

3. 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

USES OF PARAGUAYAN GUARANIES

The Paraguayan guaranies accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the amounts shown:

A. For United States expenditures under subsections (a), (b), (c), (d), (f), and (h) through (s) of Section 104 of the Act, or under any of such subsections, 35 percent of the Paraguayan guaranies accruing pursuant to this Agreement.

B. For loans to be made by the Agency for International Development of Washington (hereinafter referred to as A.I.D.) under Section 104(e) of the Act and for administrative expenses of A.I.D. in Paraguay incident thereto, 15 percent of the Paraguayan guaranies accruing pursuant to this Agreement. It is understood that:

(1) Such loans under Section 104(e) of the Act will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in Paraguay for business development and trade expan-

sion in Paraguay and to United States firms and Paraguayan firms for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of and markets for United States agricultural products.

(2) Loans will be mutually agreeable to A.I.D. and the Government of Paraguay. The President of the Central Bank of Paraguay, or his designate, will act for the Government of Paraguay, and the Administrator of A.I.D., or his designate, will act for A.I.D.

(3) Upon receipt of an application which A.I.D. is prepared to consider, A.I.D. will inform the Central Bank of Paraguay of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan, and the general purposes for which the loan proceeds would be expended.

(4) When A.I.D. is prepared to act favorably upon an application, it will so notify the Central Bank of Paraguay and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to that prevailing in Paraguay on comparable loans, and the maturities will be consistent with the purposes of the financing.

(5) Within sixty days after the receipt of the notice that A.I.D. is prepared to act favorably upon an application, the Central Bank of Paraguay will indicate to A.I.D. whether or not the Central Bank of Paraguay has any objection to the proposed loan. Unless within the sixty-day period A.I.D. has received such a communication from the Central Bank of Paraguay, it shall be understood that the Central Bank of Paraguay has no objection to the proposed loan. When A.I.D. approves or declines the proposed loan it will notify the Central Bank of Paraguay.

(6) In the event Paraguayan guaranies set aside for loans under Section 104(e) of the Act are not advanced within three years from the date of this Agreement because A.I.D. has not approved loans or because proposed loans have not been mutually agreeable to A.I.D. and the Central Bank of Paraguay, the Government of the United States of America may use the Paraguayan guaranies for any purpose authorized by Section 104 of the Act.

C. For a grant to the Government of Paraguay under Section 104(e) of the Act, twenty percent of the guaranies accruing under the Agreement for financing such projects to promote balanced economic development as may be mutually agreed.

D. For a loan to the Government of Paraguay under Section 104(g) of the Act for financing such projects to promote economic development, including projects not heretofore included in plans of the Government of Paraguay, as may be mutually agreed, thirty percent of the Paraguayan guaranies accruing pursuant to this Agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. In the event that agreement is not reached on the use of the Paraguayan guaranies for loan purposes

within three years from the date of this Agreement, the Government of the United States of America may use the guaranies for any purpose authorized by Section 104 of the Act.

ARTICLE III

DEPOSIT OF PARAGUAYAN GUARANIES

1. The amount of Paraguayan guaranies to be deposited to the account of the Government of the United States of America shall be the equivalent of the dollar sales value of the commodities and ocean transportation costs reimbursed or financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) converted into Paraguayan guaranies, as follows:

(a) at the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursements by the United States, provided that a unitary exchange rate applying to all foreign exchange transactions is maintained by the Government of Paraguay, or

(b) if more than one legal rate for foreign exchange transactions exist, at a rate of exchange to be mutually agreed upon from time to time between the Government of Paraguay and the Government of the United States of America.

2. In the event that any subsequent agricultural commodities agreement or agreements should be signed by the two governments under the Act, any refunds of Paraguayan guaranies which may be due or become due under this Agreement more than two years from the effective date of this Agreement would be made by the Government of the United States of America from funds available from the most recent agricultural commodities agreement in effect at the time of the refund.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Government of Paraguay will take all possible measures to prevent the resale 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, transhipment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities purchased pursuant to this Agreement during the period beginning on the date of this Agreement and ending with the final date on which such commodities are received and utilized, (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of com-

modities pursuant to this Agreement does not result in increased availability of the same or like commodities to nations unfriendly to the United States of America.

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

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

4. The Government of Paraguay will furnish, upon request of the Government of the United States of America, information on the progress of the program, particularly with respect to the arrival and condition of commodities and provisions for the maintenance of usual marketings, and information relating to exports of the same or like commodities.

ARTICLE V

CONSULTATION

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

ARTICLE VI

ENTRY INTO FORCE

This agreement shall enter into force upon signature.

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

DONE at Asunción in duplicate, in the English and Spanish languages, both equally authentic, this fourteenth day of November, 1963.

FOR THE GOVERNMENT
OF PARAGUAY:

RAÚL SAPENA PASTOR

Raúl Sapena Pastor
Minister of Foreign Relations

[SEAL]

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

WILLIAM P. SNOW

William P. Snow
Ambassador

[SEAL]

CONVENIO SOBRE PRODUCTOS AGRICOLAS ENTRE EL GOBIERNO DEL PARAGUAY Y EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA, SEGUN EL TITULO I DE LA LEY DE AYUDA Y DE DESARROLLO COMERCIAL AGRICOLA Y SUS ENMIENDAS

El Gobierno del Paraguay y el Gobierno de los Estados Unidos de América :

Reconociendo la conveniencia de aumentar el comercio de productos agrícolas entre sus dos países y otras naciones amigas de modo que no desplace la usual colocación de dichos productos por parte de los Estados Unidos de América, o desbarate indebidamente los precios mundiales de productos agrícolas o los moldes normales de intercambio comercial con países amigos;

Considerando que la compra, en guaraníes, de productos agrícolas producidos en los Estados Unidos de América ayudará a alcanzar dicha expansión comercial;

Considerando que los guaraníes resultantes de tal compra serán utilizados de un modo beneficioso para ambos países;

Deseando establecer los acuerdos que regirán las ventas, según se especifica más abajo, de los productos agrícolas al Paraguay de conformidad al Título I de la Ley de Ayuda y de Desarrollo Comercial Agrícola y sus modificaciones (de ahora en adelante mencionada como la Ley) y las medidas que los dos Gobiernos adoptarán individual y colectivamente para fomentar el aumento del comercio de dichos productos;

Han convenido en lo siguiente :

ARTICULO I

VENTAS EN GUARANIES

1. Sujeto a la emisión por parte del Gobierno de los Estados Unidos de América y a la aceptación por parte del Gobierno del Paraguay de autorizaciones de compra y a la disponibilidad de productos, de acuerdo a la Ley, en el momento de la exportación, el Gobierno de los Estados Unidos de América toma a su cargo la financiación de ventas en guaraníes, a compradores autorizados por el Gobierno del Paraguay, de los siguientes productos agrícolas en las cantidades que se indican :

PRODUCTO	VALOR MERCADO EXPORTACION
Trigo, incluso harina	U.S. \$1.500.000
Transporte oceánico	200.000
Total	U.S. \$1.700.000

2. Las solicitudes de autorizaciones de compra serán hechas dentro de los 90 días luego de la fecha de efectividad de este Convenio excepto que las solicitudes de autorizaciones de compra por cualesquiera

productos adicionales o cantidades de productos estipulados en cualquier enmienda a este Convenio serán hechas dentro de los 90 días luego de la fecha de efectividad de dicha enmienda. Las autorizaciones de compra incluirán disposiciones relativas a la venta y entrega de los productos, la fecha y circunstancias del depósito de guaraníes resultantes de dicha venta, y otros asuntos pertinentes.

3. La financiación, venta y entrega de productos según este Convenio pueden ser terminados por cualquiera de los dos Gobiernos si uno de ellos determina que debido a un cambio de condiciones la continuación de tal financiación, venta o entrega es innecesaria o indeseable.

ARTICULO II

EMPLEOS DE LOS GUARANIES

1. Los guaraníes resultantes a favor del Gobierno de los Estados Unidos de América como consecuencia de las ventas hechas de conformidad a este Convenio serán utilizados por el Gobierno de los Estados Unidos de América de tal manera y en el orden de prioridad que el Gobierno de los Estados Unidos de América determinará, para los propósitos siguientes, en las sumas indicadas:

A. Para gastos de los Estados Unidos de América de conformidad a las subsecciones (a), (b), (c), (d), (f), y (h) hasta (s) de la Sección 104 de la Ley, o según cualesquiera de dichas subsecciones, 35 por ciento de los guaraníes resultantes de acuerdo a este Convenio.

B. Para préstamos a ser hechos por la Agencia para el Desarrollo Internacional de Washington (de ahora en adelante mencionada como la ADI), según la Sección 104(e) de la Ley, y para los gastos administrativos de la ADI incidentes a ellos, 15 por ciento de los guaraníes resultantes de acuerdo a este Convenio. Entiéndese que:

(1) Los préstamos según la Sección 104(e) de la Ley serán hechos a firmas de los Estados Unidos y a sucursales, subsidiarias o afiliadas de las mismas en el Paraguay para desarrollo de negocios y expansión comercial en el Paraguay, y a firmas de los Estados Unidos y del Paraguay para el establecimiento de facilidades que ayuden a la utilización y distribución, o bien, aumenten el consumo y colocación de productos agrícolas de los Estados Unidos.

(2) Los préstamos serán mútuamente aceptables a la ADI y al Gobierno del Paraguay. El Presidente del Banco Central del Paraguay o una persona designada por él actuará en nombre del Gobierno del Paraguay, y el Administrador de la ADI o una persona designada por él actuará por la ADI.

(3) Al recibir una solicitud que la ADI esté dispuesta a considerar, ésta informará al Banco Central del Paraguay sobre la identidad del solicitante, la naturaleza de la operación propuesta, el monto del préstamo propuesto, y los propósitos generales en los cuales los valores del préstamo serían invertidos.

(4) Cuando la ADI esté dispuesta a actuar favorablemente respecto a una solicitud, la misma informará así al Banco Central del Paraguay e indicará la tasa de interés y el período de amortización que se empleará bajo el préstamo propuesto. La tasa de interés será similar a la que prevalezca en el Paraguay respecto a préstamos comparables, y las fechas de vencimiento estarán de acuerdo con los propósitos de la financiación.

(5) Dentro de los 60 días luego del recibo del aviso que la ADI está dispuesta a actuar favorablemente respecto a una solicitud, el Banco Central del Paraguay indicará a la ADI si tiene alguna objeción o no al préstamo propuesto. A no ser que dentro del período de sesenta días la ADI haya recibido tal comunicación del Banco Central del Paraguay, se entenderá que el mismo no tiene objeción al préstamo propuesto. Cuando la ADI apruebe o niegue el préstamo propuesto, lo notificará al Banco Central del Paraguay.

(6) En el caso que los guaraníes depositados para préstamos según la Sección 104(e) de la Ley no sean utilizados dentro de los tres años desde la fecha de este Convenio debido a que la ADI no haya aprobado préstamos o porque los préstamos propuestos no hayan sido mútuamente aceptables a la ADI y al Banco Central del Paraguay, el Gobierno de los Estados Unidos de América podrá utilizar los guaraníes para cualquier propósito autorizado por la Sección 104 de la Ley.

C. Para una donación al Gobierno del Paraguay según la Sección 104(e) de la Ley, 20 por ciento de los guaraníes resultantes de este Convenio para financiar proyectos para promover un desarrollo económico equilibrado, según pueda convenirse mútuamente.

D. Para un préstamo al Gobierno del Paraguay según la Sección 104(g) de la Ley, 30 por ciento de los guaraníes resultantes de este Convenio para financiar proyectos para promover el desarrollo económico, incluso proyectos no comprendidos hasta la fecha en los planes del Gobierno del Paraguay, según pueda convenirse mútuamente. Los términos y condiciones del préstamo y otras disposiciones serán establecidos en un convenio de préstamo aparte. En el caso que no se llegue a un acuerdo sobre el uso de los guaraníes para fines de préstamo dentro de los tres años desde la fecha de este Convenio, el Gobierno de los Estados Unidos de América podrá usar los guaraníes para cualquier propósito autorizado por la Sección 104 de la Ley.

ARTICULO III

DEPOSITO DE LOS GUARANIES

1. La cantidad de guaraníes que habrá de depositarse en la cuenta de los Estados Unidos de América será el equivalente del valor de las ventas en dólares de los productos y de los costos de transporte oceánico, reembolsado o financiado por el Gobierno de los Estados Unidos de América (excepto los costos en exceso resultantes del requisito de que

sean utilizadas embarcaciones de bandera de los Estados Unidos), convertidos en guaraníes como sigue:

(a) al tipo de cambio de dólares aplicable a transacciones de importación en vigencia a las fechas del desembolso en dólares por los Estados Unidos suponiendo que un tipo de cambio unitario sea mantenido por el Gobierno del Paraguay para todas las transacciones comerciales, o

(b) si existiera más de un tipo de cambio legal para transacciones de moneda extranjera, el tipo de cambio sería mútuamente convenido de vez en cuando entre el Gobierno del Paraguay y el Gobierno de los Estados Unidos de América.

2. En el caso que un subsiguiente convenio o convenios sobre productos agrícolas sea firmado por los dos Gobiernos de conformidad a la Ley, cualesquiera reembolsos de guaraníes que hayan vencido o venzan según este Convenio luego de dos años desde la fecha de efectividad de este Convenio serán hechos por el Gobierno de los Estados Unidos de América con fondos disponibles del Convenio más reciente sobre productos agrícolas en efecto a la fecha de reembolso.

ARTICULO IV

COMPROMISOS GENERALES

1. El Gobierno del Paraguay adoptará todas las medidas posibles para impedir la reventa o reembarque a otros países, o el uso para otros fines que los nacionales de los productos agrícolas adquiridos según este Convenio (excepto cuando tal reventa, reembarco o uso sea específicamente aprobado por el Gobierno de los Estados Unidos de América); para impedir la exportación de cualquier producto de origen local o extranjero que sea igual o similar a los productos adquiridos según este Convenio durante el período a partir de la fecha de este Convenio y finalizando en la última fecha en que dichos productos son recibidos y utilizados (excepto cuando dicha exportación sea específicamente aprobada por el Gobierno de los Estados Unidos de América); y para asegurar que la adquisición de productos según este Convenio no resulte en una mayor disponibilidad de iguales o similares productos para naciones no amigas de los Estados Unidos de América.

2. Los dos Gobiernos adoptarán razonables precauciones para asegurar que todas las ventas o compras de productos agrícolas de conformidad a este Convenio no desplacen las colocaciones usuales de los Estados Unidos de América de estos productos o desbaraten indebidamente los precios mundiales de productos agrícolas o los moldes normales de intercambio comercial con países amigos.

3. En la ejecución de este Convenio, los dos Gobiernos procurarán asegurar condiciones comerciales que permitan a las empresas privadas funcionar efectivamente y emplearán sus mejores esfuerzos para desarrollar y aumentar la continua demanda del mercado respecto a productos agrícolas.

4. El Gobierno del Paraguay proveerá, a pedido del Gobierno de los Estados Unidos de América, información sobre el progreso del programa, particularmente con respecto a la llegada y condición de los productos y las medidas para el mantenimiento de los medios de colocación habituales, e información relativa a exportaciones de los mismos productos o similares.

ARTICULO V

CONSULTAS

Los dos Gobiernos, a pedido de uno de ellos, efectuarán consultas respecto a todo asunto relativo a la aplicación de este Convenio o a la ejecución de arreglos realizados de conformidad a este Convenio.

ARTICULO VI

PUESTA EN VIGENCIA

El Convenio entrará en vigencia al ser firmado.

EN FE DE LO CUAL, los respectivos Plenipotenciarios, debidamente autorizados para tal fin, suscriben el presente Convenio, en dos ejemplares igualmente auténticos, en idiomas español e inglés, en la Ciudad de Asunción, Capital de la República del Paraguay a los catorce días del mes de noviembre del año mil novecientos sesenta y tres.

POR EL GOBIERNO DE LOS
ESTADOS UNIDOS DE AMERICA

WILLIAM P. SNOW

[SEAL]

POR EL GOBIERNO DEL
PARAGUAY

RAÚL SAPENA PASTOR

[SEAL]

The American Ambassador to the Paraguayan Minister of Foreign Affairs

No. 222

ASUNCIÓN, November 14, 1963

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed today by the representatives of our two Governments and to confirm my Government's understanding of the agreement reached with respect to the use of the guaranies accruing under the subject Agreement.

For the purposes of Section 104(a) of the Act, the Government of Paraguay will provide, upon request of the Government of the United States of America, facilities for conversion into other non-dollar cur-

rencies of \$34,000 or two percent of the Paraguayan guaranies accruing under the agreement, whichever is the greater. Currencies obtained through these provisions will be utilized to finance agricultural market development activities in other countries.

The Government of the United States may utilize Paraguayan guaranies in Paraguay to pay for international travel originating in Paraguay or originating outside Paraguay, and for travel within the United States of America or other areas outside Paraguay when the travel is part of a trip in which the traveler travels from, to or through Paraguay. 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 United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which guaranies may be utilized shall not be limited to services provided by Paraguayan transportation facilities. I shall appreciate receiving your Excellency's confirmation of the above understandings.

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

WILLIAM P. SNOW

His Excellency

Dr. RAÚL SAPENA PASTOR,
Minister of Foreign Affairs of Paraguay,
Asunción.

The Paraguayan Minister of Foreign Affairs to the American Ambassador

REPUBLICA DEL PARAGUAY

ASUNCION, 14 de noviembre de 1963.

SEÑOR EMBAJADOR:

Tengo el honor de dirigirme a Vuestra Excelencia con el objeto de acusar recibo de su nota N° 222, de fecha de hoy, cuyo texto es el siguiente:

"Excellencia: Tengo el honor de referirme al Convenio sobre Productos Agrícolas suscrito en el día de la fecha por los Representantes de nuestros dos Gobiernos, y confirmar el entender de mi Gobierno con respecto al uso de los Guaraníes resultantes según dicho Convenio. A pedido del Gobierno de los Estados Unidos de América, el Gobierno del Paraguay dará facilidades para la conversión de 34.000 dólares o del dos por ciento de los Guaraníes resultantes según el Convenio, cualquiera de dichos montos sea mayor, en monedas que no sean dólares y para los fines expuestos en la Sección 104(a) de la Ley. Las monedas obtenidas mediante estas disposiciones serán utilizadas para financiar actividades para el desarrollo de mercados

agrícolas en otros países. El Gobierno de los Estados Unidos de América podrá utilizar Guaraníes en el Paraguay para abonar viajes de carácter internacional que se originen dentro o fuera del Paraguay, así como viajes dentro de los Estados Unidos de América u otras regiones fuera del Paraguay cuando los mismos formen parte de un recorrido que el pasajero viaje procedente del Paraguay, en dirección al mismo Paraguay o a través de su territorio. Enténdese que estos fondos estarán destinados a cubrir solamente el viaje de personas que viajen en misión oficial del Gobierno de los Estados Unidos de América o en relación con actividades financiadas por el Gobierno de los Estados Unidos de América. Entiéndese además, que los viajes para los cuales serán utilizados Guaraníes, no estarán limitados a los servicios prestados por medios de transporte paraguayos. Apreciaría recibir de Vuestra Excelencia la confirmación del entender de los puntos anteriormente expuestos. Acepte, Excelencia, las reiteradas seguridades de mi más alta consideración."

En respuesta me es grato expresar a Vuestra Excelencia que el Gobierno de mi país concuerda con el contenido de vuestra nota precedentemente transcripta y por consiguiente, la misma y la presente nota constituyen un Acuerdo entre nuestros dos Gobiernos sobre la materia.

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

RAÚL SAPENA PASTOR

A Su Excelencia

el señor don WILLIAM P. SNOW,

*Embajador Extraordinario y Plenipotenciario de los
Estados Unidos de América.
Ciudad.*

Translation

REPUBLIC OF PARAGUAY

ASUNCIÓN, November 14, 1963

MR. AMBASSADOR:

I have the honor to address Your Excellency in order to acknowledge receipt of your note No. 222 of this date, the text of which reads as follows:

[For the English language text of the note, see *ante*, p. 1827.]

In reply I am happy to inform Your Excellency that my country's Government agrees to the terms of your note transcribed above and that, consequently, that note and this note shall constitute an agreement between our two Governments on the matter.

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

RAÚL SAPENA PASTOR

His Excellency

WILLIAM P. SNOW,

*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.*

SUDAN

Agricultural Commodities

*Agreement signed at Khartoum January 31, 1963;
Entered into force January 31, 1963.
With exchange of notes.*

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

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

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

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

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

Desiring to set forth the understandings which will govern the sales of agricultural commodities to the Republic of the Sudan pursuant to Title I of the Agricultural Trade Development and Assistance Act,[¹] as amended (hereinafter referred to as the Act) and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

¹ 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

Article ISales for Sudanese Pounds

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Republic of the Sudan of purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for Sudanese pounds, to purchasers authorized by the Government of the Republic of the Sudan, of the following agricultural commodities in the amounts indicated:

<u>Commodity</u>	<u>Export Market Value</u>
	(millions)
Wheat and/or wheat flour	\$5. 0
Ocean Transportation (est.)	1. 0
 Total	 \$6. 0

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

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

Article IIUses of Sudanese Pounds

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

A. For United States expenditures under subsections (a), (b), (d), (f) and (h) through (s) of Section 104 of the Act, or under any of such subsections, twenty-five percent of the Sudanese pounds accruing pursuant to this Agreement.

B. For loans to be made by the Agency for International Development (hereinafter referred to as AID) under subsection 104(e) of the

Act and for administrative expenses of AID in the Republic of the Sudan incident thereto, 15 percent of the Sudanese pounds accruing pursuant to this Agreement. It is understood that:

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

(2) Loans will be mutually agreeable to AID and the Government of the Republic of the Sudan, acting through the Ministry of Finance and Economics. The Minister of Finance and Economics, or his designate, will act for the Government of the Republic of the Sudan, and the Administrator of AID or his designate, will act for AID.

(3) Upon receipt of an application which AID is prepared to consider, AID will inform the Ministry of Finance and Economics of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan, and the general purposes for which the loan proceeds would be expected.

(4) When AID is prepared to act favorably upon an application, it will so notify the Ministry of Finance and Economics and will indicate the interest rate and the repayment period which would be used under the proposed loan. Maturities will be consistent with the purposes of the financing, and the interest rate will be similar to that prevailing in the Republic of the Sudan on comparable loans.

(5) Within sixty days after the receipt of the notice that AID is prepared to act favorably upon an application, the Ministry will indicate to AID whether or not the Ministry of Finance and Economics has any objection to the proposed loan. Unless within the sixty day period AID has received such a communication from the Ministry, it shall be understood that the Ministry has no objection to the proposed loan. When AID approves or declines the proposed loan, it will notify the Ministry.

(6) In the event the Sudanese pounds set aside for loans under Section 104(e) of the Act are not advanced within three years from the date of this Agreement because AID has not approved loans or because loans have not been mutually agreeable to AID and the Ministry of Finance and Economics, the Government of the United States of America may use the Sudanese pounds for any purpose authorized by Section 104 of the Act.

C. For a loan to the Government of the Republic of the Sudan under subsection 104(g) of the Act, 35 percent of the Sudanese pounds accruing pursuant to this Agreement, for financing such projects to promote economic development, including projects not heretofore included in plans of the Government of the Republic of the Sudan, as may be mutually agreed. The terms and conditions of the loan and

other provisions will be set forth in a separate agreement. In the event the Sudanese pounds set aside for loans to the Government of the Republic of the Sudan are not advanced within three years from the date of this Agreement as a result of failure of the two Governments to reach agreement on the use of the Sudanese pounds for loan purposes, the Government of the United States of America may use the Sudanese pounds for any purpose authorized by Section 104 of the Act.

D. For a grant to the Government of the Republic of the Sudan under Section 104(e) of the Act, 25 percent of the Sudanese pounds accruing pursuant to this Agreement, for financing such projects to promote balanced economic development as may from time to time be mutually agreed.

Article III

Deposit of Sudanese Pounds

1. The amount of Sudanese pounds to be deposited to the account of the Government of the United States of America shall be the equivalent of the dollar sales value of the commodities and ocean transportation costs reimbursed or financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) converted into Sudanese pounds, as follows:

a. at the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursements by the United States, provided that a unitary exchange rate applying to all foreign exchange transactions is maintained by the Government of the Republic of the Sudan, or

b. if more than one legal rate for foreign exchange transactions exist, at a rate of exchange to be mutually agreed upon from time to time between the Government of the United States of America and the Government of the Republic of the Sudan.

2. In the event that any subsequent agricultural commodities agreement or agreements should be signed by the two Governments under the Act, any refunds of Sudanese pounds which may be due or become due under this Agreement would be made by the Government of the United States of America from funds available from the most recent Agricultural Commodities Agreement in effect at the time of the refund.

Article IV

General Undertakings

1. The Government of the Republic of the Sudan agrees that it will take all possible measures to prevent the resale or transshipment to

other countries, or the use for other than domestic purposes (except where such resale, transshipment or use is specifically approved by the Government of the United States of America), of the surplus agricultural commodities purchased pursuant to the provisions of this Agreement, and to assure that the purchase of such commodities does not result in increased availability of these or like commodities for export from the Sudan.

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

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

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

Article V

Consultation

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

Article VI

Entry Into Force

This Agreement shall enter into force upon signature.

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

Done in duplicate at Khartoum this 31st day of January 1963.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

WILLIAM M. ROUNTREE

FOR THE GOVERNMENT OF THE
REPUBLIC OF THE SUDAN

AHMED KHEIR

المادة الخامسة

الشّاور

تقى الحكومتان بنساً على طلب أحداً هما بالتشاور في أن أمر يتعلق بتطبيق هذه الاغاثة ، أو في القيام بالإجراءات التي تنفذ مقاصدها الإغاثية .

السادسة المسادة

تاریخ العمل بالاتفاقیة

يعلم بهذه الاغاثية بمجرد التوقيع عليها.

واشهاد بذلك وقوع هذه الاغاثية ~~مش~~ لا الحكشين الفوضان في ذلك تغويضا
صحيحا

حررت من نسختين بالخرطوم في

17

عن حكومة جمهورية السودان

میرزا علی سعید بخاری

عن حكمة الولايات المتحدة الأمريكية

٦- في حالة ابرام اية اتفاقية او اتفاقيات لاحقة بين الحكومتين بشأن السلع الزراعية بموجب القانون ، يكون سداد الجنيهات السودانية المستحقة للسدار او التي تصبح مستحقة السدار بموجب هذه الاتفاقية من جانب حكمة الولايات المتحدة الأمريكية ، خصماً من الاموال الناتجة من أحدث اتفاقية للسلع الزراعية تكون معمولاً به ان وقت السدار .

المادة الرابعة

النظام الزراعي

١- وافقت حكمة جمهورية السودان على ان تتخذ كل التدابير الممكنة لمنع اعادة بيع فائض السلع الزراعية المشتراء وتقسيط احكام هذه الاتفاقية او اعادة شحنها الى بلاد اخرى او استعمالها لغير الاغراض المحلية (باستثناء حالات اعادة البيع واعادة الشحن او الاستعمال التي توافق عليها حكمة الولايات المتحدة الأمريكية صراحة) ولضمان الا ينجم عن شراء تلك السلع زيادة في مقدارها او في مقدار سلع مشابهة لتصديرها من السودان .

وافقت الحكومتان على ان تتخذوا الاحتياطات المعقولة لضمان الا ينجم عن صفقتهما البيع والشراء في جميع السلع الزراعية وتقسيط هذه الاتفاقية خلال غير شهر بالاسعار العالمية للسلع الزراعية او بتسبيتها العادي من جانب الولايات المتحدة الأمريكية او الاخلاص بالاصح العادي للتجارة مع البلاد الصديقة .

٢- من سبيل تنفيذ هذه الاتفاقية ، يقوم الطرفان بضمان تهيئة الظروف التجارية التي تسهل للتجار بمارسة نشاطهم التجاري الشئر ، وببذل اقصى جهودهما لتنمية وتوسيع اقبال السوق التجارية على السلع الزراعية بصفة مستمرة .

٤- وافقت حكمة جمهورية السودان على ان تقدم الى حكمة الولايات المتحدة الأمريكية عند الطلب ، بيانات عن مدى تقديم برنامج هذه الاتفاقية ، وعلى الاحسن بالتسليمة الى جدول السلع حالتها والتداير التي تتخذ لمواصلة التسويق العادي ، وكذا بيانات تتعلق ب الصادرات تلك السلع او سلع مشابهة .

المالية والاقتصاد فيجوز للولايات المتحدة الامريكية ان تستخدم الجنيهات السودانية لاى غرض تخله المادة ١٠٤ من القانون

ج - ٣٥٪ من حصيلة الجنيهات السودانية وفقاً لهذه الاتفاقية لقرض يقدم الى حكومة جمهورية السودان بموجب البند ١٠٤(د) من القانون، لتمويل ما يتميز

 بما اتفاق عليه بين الطرفين من مشروعات للتنمية الاقتصادية بما فيها مجموعات لم تدخل لغاية الان في تخطيط حكومة جمهورية السودان، وتبين نصوص وشروط القروض وغيرها من الاحكام في اغراضها منفصلة في حالة عدم تقديم قروض لحكومة جمهورية السودان من الجنيهات السودانية الخاصة لذلك في خلال ثلاث سنوات من تاريخ هذه الاغراض لعدم وصول الحكمة الى اتفاق على استخدام الجنيهات السودانية لاغراض القرض، فيجوز للولايات المتحدة الامريكية ان تستخدم الجنيهات السودانية لاى غرض تخله المادة ١٠٤ من القانون.

د - ٢٥٪ من حصيلة الجنيهات السودانية وفقاً لهذه الاتفاقية لمنحة تقدم الى جمهورية السودان بموجب المادة ١٠٤(د) من القانون لتمويل ما يتم الاعانة عليه بين الطرفين من وقت لآخر من مشروعات تروم الى تنمية اقتصادية متوازنة.

المادة الثالثة

ابدأع الجنيهات السودانية

- ١- يكون مقدار الجنيهات السودانية التي تودع لحساب حكومة الولايات المتحدة الامريكية معاولاً لقيمة مبيعات السلع بالدولار واجور الشحن البحري التي تدفعها الولايات المتحدة الامريكية او تمولها (فيما عدا الاجور الزائدة التي تنجم عن تطلب استخدام بواخر ترفع علم الولايات المتحدة) محولة الى جنيهات سودانية كما يلى :-
 - ١- بسعر تبادل الدولار المطبق على عمليات الاستيراد التجارية في تاريخ دفع الدولارات من الولايات المتحدة .
 - ٢- اذا كان هناك اكبر من سعر رسم واحد لعمليات تبادل العملة الاجنبية ، فتطبق سعر التبادل الذي يتم الاعاق طبيه من وقت لآخر بين حكمه الولايات المتحدة الامريكية وحكومة جمهورية السودان .

على أن يكون من الفهوم

- (١) أن تلك الترسيرات التي تمنع بموجب البند ٤ (١٠٤ هـ) من القانون ستقصد إلى مؤسسات الولايات المتحدة التجارية وفروعها والمؤسسات المتحدة معها والمتمنية إليها بجمهورية السودان لتنمية التجارة وتسيير نشاطها فيها، كما تقدم للمؤسسات التجارية الأمريكية والسودانية لتوفير التسهيلات التي تساعدها على استخدام أو توزيع أو نزارة استهلاك منتجات الولايات المتحدة الزراعية وتسويتها
- (٢) يقتضى على الترسيريين الوكالة وحكومة جمهورية السودان مثلاً في وزارة المالية والاقتصاد ونائب وزير المالية والاقتصاد أو من يعينه عن حكمة جمهورية السودان ومدير الوكالة أو من يعينه نيابة عنها
- (٣) عندما تطلق الوكالة طلباً تكون مستعدة للنظر فيه، فإنها تقوم بإبلاغ وزارة المالية والاقتصاد، باسم الطالب وطبيعة المعطية المزعومة القيام بها وقيمة القرص المطلوب والإجراءات العامة التي يراد استعماله فيها.
- (٤) متى كانت الوكالة على استعداد لطبيعة طلب قامت بإبلاغ ذلك إلى وزير المالية والاقتصاد معه مسان سعر الفائدة ودة السداد التي سيقدم القرص المزعوم على أساسها، وتكون الأقساط المستحقة مشتقة من إغاثة التمويل، كما يكون سعر الفائدة معادل لسعر السمارى في جمهورية السودان على القرص الشابهة
- (٥) في خلال ستين يوماً من تسلم الاخطار بأن الوكالة على استعداد لطبيعة الطلب، تقوم الوزارة بإبلاغها ما إذا كان لدى وزارة المالية والاقتصاد أو لم يرد إليها أن اعتراف على القرص المزعوم، فإذا لم تتسلم الوكالة في خلال ستين يوماً من ذلك الإبلاغ من الوزارة فيكون من الفهوم أن الوزارة لا تعترض على القرص المزعوم، ومتى استقر رأي الوكالة على الموافقة على القرص أو رفضه قامت باخطار الوزارة
- (٦) في حالة عدم تقديم ترسير من الجنيهات السودانية المخصصة لذلك بموجب المادة ٤ (١٠٤ هـ) من القانون في خلال ثلاث سنوات من تاريخ هذه الافتتاحية أما أن الوكالة لم توافق على الترسير ^{أو} لأن الترسير لم يتحقق عليها بأغراض الوكالة ووزارة

١

قيمة سعر التصدير (بالملايين)	السلع
٥٠٠٠ دolar	تح دلار دقيق تص
١٠٠٠ دolar	نفقات الشحن البحري
١٠٠٠ دolar	الجملة

٢- تقدم طلبات تراخيص الشرا في خلال ٩٠ يوما من تاريخ سريان هذه الاتفاقية فيما عدا طلبات تراخيص الشرا عن اي سلع اضافي او كميات من السلع الاضافية ما ينص عليه في اي تعديل لهذه الاتفاقية فانها تقدم في خلال ٩٠ يوما من تاريخ سريان ذلك التعديل، وتشمل تصاريح الشرا احكاما تتعلق ببيع وتسلیم السلع وكذلك وقته وظروف ايداع الجنيهات السودانية المحصل من تلك المبيعات وغير ذلك من الامور المتعلقة بها.

٣- يجوز انها تمويل السلع بموجب هذه الاتفاقية وانها بيعها وتسلیمها من جانب احدى الحكومتين اذا رأت انه نظرا لغير الاحوال اصبح استمرار ذلك التمويل او البيع والتسلیم غير ضروري او غير مرغوب فيه.

الماد الثاني

استخدام الجنديات السودانية

اتفاق الحكومتان على ان الجنديات السودانية التي تحصلها حكومة الولايات المتحدة من المبيعات التي تسمى وفقا لهذه الاتفاقية ، مستخدماها حكومة الولايات المتحدة الامريكية على الوجه وترتبط الاولى اللذين تقررهما ، وذلك للفوائض التالية وبالقيم المبينة :-

- (أ) ٢٥٪ من حصيلة الجنديات السودانية وفقا لهذه الاتفاقية لمصروفات الولايات المتحدة بموجب البند (أ) و (ب) و (د) و (و) و (ج) الى (عن) من الماد ٤٠ من القانون او بموجب اي من تلك البنود
 - (ب) ١٥٪ للقروض التي تقدمها وكالة التنمية الدولية (ويشار اليها فيما يلى بالوكالة) بموجب البند ٤٠ (هـ) من القانون ولمصروفات الوكالة الادارية فـ
- جمهوريـة السـودان المتعلقة بها :

اعادة السلع الزراعية
بمن
حكومة الولايات المتحدة الأمريكية
و
حكومة جمهورية السودان

يعتني الباب الاول من قانون تنمية تجارة السلع الزراعية ومساعدتها (كما عدل)

حكومة الولايات المتحدة الأمريكية
و، حكومة جمهورية السودان

رغبة منها في توسيع نطاق تجارة السلع الزراعية بين بلدانها ومع الام الصديقة على وجه لا يعود الى المساس بتسويق تلك السلع من جانب الولايات المتحدة او الى الاخلال بالاسعار العالمية للسلع الزراعية او بالاضاع العادلة للتجارة مع البلاد الصديقة

ونظرا لان شراء السلع الزراعية التي تنتجهها الولايات المتحدة بالجنيهات السودانية من شأنه ان يساهم في توسيع نطاق التجارة
ونظرا لان حصة الجنية السودانية من تلك المشتريات سوف تستخدم على وجه يغدو منه البلدان

ورغبة في تحديد التعبارات التي تحكم مبيعات السلع الزراعية الى جمهورية السودان
يعتني قانون تنمية تجارة السلع الزراعية ومساعدتها (كما عدل) (وشار اليه فيما يلى بالقانون)
وكذلك التدابير التي سيتخذها الطرفان منفردين ومجتمعين لتشجيع توسيع نطاق التجارة في تلك السلع

قد اتفق الطرفان على ما يأتى :-

المادة الاولى

المبيعات بالجنيهات السودانية

- ١- تتعهد حكومة الولايات المتحدة الأمريكية بتمويل المبيعات بالجنيهات السودانية لمشترين مرخصين من حكومة جمهورية السودان ، عن السلع الزراعية الآتى بيانها وبالقيم المخصصة لها بشرط قيام حكومة الولايات المتحدة الأمريكية باصدار تراخيص شراء وقبولها من جانب حكومة جمهورية السودان وتوفيق السليم موجب القانون في وقت التصدير

The American Ambassador to the Sudanese Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Khartoum, January 31, 1963.

Note No. 38

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed today by representatives of our two Governments, under which the Government of the United States of America undertakes to finance the delivery to the Government of the Republic of the Sudan of \$6 million of wheat and/or wheat flour and to confirm the following related understandings:

1. With respect to paragraph A of Article II of the Agreement, the Government of the Republic of the Sudan will provide, upon request of the Government of the United States of America, facilities for the conversion into other nondollar currencies of two percent of the Sudanese pounds accruing from sales under the Agreement for the purpose of Section 104(a) of the Act. These facilities for conversion will be utilized in securing funds to finance agricultural market development activities in other countries.

2. The Government of the United States of America may utilize Sudanese pounds in Sudan to pay for International travel originating in Sudan or originating outside Sudan when the travel (including connecting travel) is to or through Sudan, and for travel within the United States of America or other areas outside Sudan when the travel is part of a trip in which the traveler travels from, to or through Sudan. 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 United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which Sudanese pounds may be utilized shall not be limited to services provided by Sudan transportation facilities.

3. The Government of the Republic of the Sudan, within 30 days of the time that a request is made by the Government of the United States of America, agrees to convert Sudanese pounds in the equivalent value of up to \$100,000 to other currencies for use, in accordance with Section 104(h) of the Act and under the Mutual Educational and Cultural Exchange Act of 1961 [¹] for programs and activities in other countries.

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

¹ 75 Stat. 527; 22 U.S.C. § 2451 note.

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

WILLIAM M. ROUNTREE

His Excellency

AHMED KHEIR,

*Minister of Foreign Affairs,
Khartoum.*

The Sudanese Minister of Foreign Affairs to the American Ambassador

THE REPUBLIC OF THE SUDAN

MINISTRY OF FOREIGN AFFAIRS

P.O. Box 873,

KHARTOUM,

SUDAN.

Ref. No. MFA/SCR/64.R.3

31/1/1963

EXCELLENCY,

I have the honour to refer to the Agricultural Commodities Agreement signed today by representatives of our two Governments, under which the Government of the United States of America undertakes to finance the delivery to the Government of the Republic of the Sudan of \$6 million of wheat and/or wheat flour and to confirm the following related understandings:

1. With respect to paragraph A of Article II of the Agreement, the Government of the Republic of the Sudan will provide, upon request of the Government of the United States of America, facilities for the conversion into other nondollar currencies of two percent of the Sudanese pounds accruing from sales under the Agreement for the purpose of Section 104(a) of the Act. These facilities for conversion will be utilized in securing funds to finance agricultural market development activities in other countries.

2. The Government of the United States of America may utilize Sudanese pounds in Sudan to pay for international travel originating in Sudan or originating outside Sudan when the travel (including connecting travel) is to or through Sudan, and for travel within the United States of America or other areas outside Sudan when the travel is part of a trip in which the traveler travels from, to or through Sudan. 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 United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which Sudanese pounds may be utilized shall not be limited to services provided by Sudan transportation facilities.

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

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

AHMED KHEIR

Ahmed Kheir

Minister of Foreign Affairs

His Excellency

Mr. WILLIAM M. ROUNTREE,

*Ambassador of United States of America,
Khartoum.*

SWEDEN

Extradition

*Convention and protocol signed at Washington October 24, 1961;
Ratification advised by the Senate of the United States of
America October 22, 1963;
Ratified by the President of the United States of America
October 29, 1963;
Ratified by Sweden April 27, 1962;
Ratifications exchanged at Stockholm December 3, 1963;
Proclaimed by the President of the United States of America
December 20, 1963;
Entered into force December 3, 1963.*

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a convention on extradition between the United States of America and Sweden, together with a related protocol, was signed at Washington on October 24, 1961, the originals of which convention and protocol, being in the English and Swedish languages, are word for word as follows:

**CONVENTION ON EXTRADITION
BETWEEN THE
UNITED STATES OF AMERICA AND SWEDEN**

The United States of America and the Kingdom of Sweden desiring to make more effective the cooperation of the two countries in the repression of crime, have resolved to conclude a Convention on Extradition and for this purpose have appointed the following Plenipotentiaries:

The President of the United States of America:

Dean Rusk, Secretary of State of the United States of America,
and

His Majesty the King of Sweden:

Gunnar Jarring, Ambassador Extraordinary and Plenipotentiary of Sweden to the United States of America,

who, having communicated to each other their respective full powers, found to be in good and due form, agree as follows:

ARTICLE I

Each Contracting State undertakes to surrender to the other, subject to the provisions and conditions laid down in this Convention, those persons found in its territory who have been charged with or convicted of any of the offenses specified in Article II of this Convention committed within the territorial jurisdiction of the other, or outside thereof under the conditions specified in Article IV of this Convention; provided that such surrender shall take place only upon such evidence of criminality as, according to the laws of the place where the person sought shall be found, would justify his commitment for trial if the offense had been there committed.

ARTICLE II

Extradition shall be granted, subject to the provisions of this Convention, for the following offenses:

1. Murder, including infanticide; the killing of a human being, when such act is punishable in the United States as voluntary manslaughter, and in Sweden as manslaughter.
2. Malicious wounding; mayhem; willful assault resulting in grievous bodily harm.
3. Kidnapping; abduction.
4. Rape; abortion; carnal knowledge of a girl under the age specified by law in such cases in both the requesting and requested State.

5. Procuration, defined as the procuring or transporting of a woman or girl under age, even with her consent, for immoral purposes, or of a woman or girl over age, by fraud, threats, or compulsion, for such purposes with a view in either case to gratifying the passions of another person; profiting from the prostitution of another.

6. Bigamy.

7. Robbery; burglary, defined to be the breaking into or entering either in day or night time, a house, office, or other building of a government, corporation, or private person, with intent to commit a felony therein.

8. Arson.

9. The malicious and unlawful damaging of railways, trains, vessels, aircraft, bridges, vehicles, and other means of travel or of public or private buildings, or other structures, when the act committed shall endanger human life.

10. Piracy; mutiny on board a vessel or an aircraft for the purpose of rebelling against the authority of the Captain or Commander of such vessel or aircraft; or by fraud or violence taking possession of such vessel or aircraft.

11. Blackmail or extortion.

12. Forgery, or the utterance of forged papers; the forgery or falsification of official acts of government, of public authorities, or of courts of justice, or the utterance of the thing forged or falsified.

13. The counterfeiting, falsifying or altering of money, whether coin or paper, or of instruments of debt created by national, state, provincial, or municipal governments, or of coupons thereof, or of bank-notes, or the utterance or circulation of the same; or the counterfeiting, falsifying or altering of seals of state.

14. Embezzlement by public officers; embezzlement by persons hired or salaried, to the detriment of their employers; larceny; obtaining money, valuable securities or other property by false pretenses, or by threats of injury; receiving money, valuable securities or other property knowing the same to have been embezzled, stolen or fraudulently obtained.

15. Making use of the mails or other means of communication in connection with schemes devised or intended to deceive or defraud the public or for the purpose of obtaining money under false pretenses.

16. Fraud or breach of trust by a bailee, banker, agent, factor, trustee or other person acting in a fiduciary capacity, or director or member or officer of any company.

17. Soliciting, receiving, or offering bribes.

18. Perjury; subornation of perjury.

19. Offenses against the laws for the suppression of slavery and slave trading.

20. Offenses against the bankruptcy laws.

21. Smuggling, defined to be the act of willfully and knowingly violating the customs laws with intent to defraud the revenue by international traffic in merchandise subject to duty.

22. Offenses against the laws relating to the traffic in, use of, or production or manufacture of, narcotic drugs or cannabis.
23. Offenses against the laws relating to the illicit manufacture of or traffic in poisonous chemicals or substances injurious to health.
24. The attempt to commit any of the above offenses when such attempt is made a separate offense by the laws of the Contracting States.
25. Participation in any of the above offenses.

ARTICLE III

1. The requested State shall, subject to the provisions of this Convention, extradite a person charged with or convicted of any offense enumerated in Article II only when both of the following conditions exist:

- (a) The law of the requesting State, in force when the offense was committed, provides a possible penalty of deprivation of liberty for a period of more than one year; and
- (b) The law in force in the requested State generally provides a possible penalty of deprivation of liberty for a period of more than one year which would be applicable if the offense were committed in the territory of the requested State.

2. When the person sought has been sentenced in the requesting State, the punishment awarded must have been for a period of at least four months.

ARTICLE IV

1. Extradition need not be granted for an offense which has been committed within the territorial jurisdiction of the requested State, but if the offense has been committed in the requested State by an officer or employee of the requesting State, who is a national of the requesting State, the executive authority of the requested State shall, subject to its laws, have the power to surrender the person sought if, in its discretion, it be deemed proper to do so.

2. When the offense has been committed outside the territorial jurisdiction of the requesting State, the request for extradition need not be honored unless the laws of the requesting State and those of the requested State authorize prosecution of such offense under corresponding circumstances.

3. The words "territorial jurisdiction" as used in this Article and in Article I of this Convention mean: territory, including territorial waters, and the airspace thereover, belonging to or under the control of one of the Contracting States; and vessels and aircraft belonging to one of the Contracting States or to a citizen or corporation thereof when such vessel is on the high seas or such aircraft is over the high seas.

ARTICLE V

Extradition shall not be granted in any of the following circumstances:

1. When the person sought has already been or is at the time of the request being proceeded against in the requested State in accordance with the criminal laws of that State for the offense for which his extradition is requested.
2. When the legal proceedings or the enforcement of the penalty for the offense has become barred by limitation according to the laws of either the requesting State or the requested State.
3. When the person sought has been or will be tried in the requesting State by an extraordinary tribunal or court.
4. When the offense is purely military.
5. If the offense is regarded by the requested State as a political offense or as an offense connected with a political offense.
6. If in the specific case it is found to be obviously incompatible with the requirements of humane treatment, because of, for example, the youth or health of the person sought, taking into account also the nature of the offense and the interests of the requesting State.

ARTICLE VI

When the person sought is being proceeded against in accordance with the criminal laws of the requested State or is serving a sentence in that State for an offense other than that for which extradition has been requested, his surrender may be deferred until such proceedings have been terminated or he is entitled to be set at liberty.

ARTICLE VII

There is no obligation upon the requested State to grant the extradition of a person who is a national of the requested State, but the executive authority of the requested State shall, subject to the appropriate laws of that State, have the power to surrender a national of that State if, in its discretion, it be deemed proper to do so.

ARTICLE VIII

If the offense for which extradition is requested is punishable by death under the law of the requesting State and the law of the requested State does not permit this punishment, extradition may be refused unless the requesting State gives such assurance as the requested State considers sufficient that the death penalty will not be carried out.

ARTICLE IX

A person extradited by virtue of this Convention may not be tried or punished by the requesting State for any offense committed prior to his extradition, other than that which gave rise to the request, nor

may he be re-extradited by the requesting State to a third country which claims him, unless the surrendering State so agrees or unless the person extradited, having been set at liberty within the requesting State, remains voluntarily in the requesting State for more than 45 days from the date on which he was released. Upon such release, he shall be informed of the consequences to which his stay in the territory of the requesting State might subject him.

ARTICLE X

To the extent permitted under the law of the requested State and subject to the rights of third parties, which shall be duly respected, all articles acquired as a result of the offense or which may be required as evidence shall be surrendered.

ARTICLE XI

1. The request for extradition shall be made through the diplomatic channel and shall be supported by the following documents:

- (a) In the case of a person who has been convicted of the offense: a duly certified or authenticated copy of the final sentence of the competent court. However, in exceptional cases, the requested State may request additional documentation.
- (b) In the case of a person who is merely charged with the offense: a duly certified or authenticated copy of the warrant of arrest or other order of detention issued by the competent authorities of the requesting State, together with the depositions, record of investigation or other evidence upon which such warrant or order may have been issued and such other evidence or proof as may be deemed competent in the case.

2. The documents specified in this Article must include a precise statement of the criminal act with which the person sought is charged or of which he has been convicted, and the place and date of the commission of the criminal act. The said documents must be accompanied by an authenticated copy of the texts of the applicable laws of the requesting State including the laws relating to the limitation of the legal proceedings or the enforcement of the penalty for the offense for which the extradition of the person is sought, and data or records which will prove the identity of the person sought as well as information as to his nationality and residence.

3. The documents in support of the request for extradition shall be accompanied by a duly certified translation thereof into the language of the requested State.

ARTICLE XII

1. The Contracting States may request, through the diplomatic channel, the provisional arrest of a person, provided that the offense

for which he is sought is one for which extradition shall be granted under this Convention. The request shall contain:

- (a) A statement of the offense with which the person sought is charged or of which he has been convicted;
 - (b) A description of the person sought for the purpose of identification;
 - (c) A statement of his whereabouts, if known; and
 - (d) A declaration that there exist and will be forthcoming the relevant documents required by Article XI of this Convention.
2. If, within a maximum period of 40 days from the date of the provisional arrest of the person in accordance with this Article, the requesting State does not present the formal request for his extradition, duly supported, the person detained will be set at liberty and a new request for his extradition will be accepted only when accompanied by the relevant documents required by Article XI of this Convention.

ARTICLE XIII

1. Expenses related to the transportation of the person extradited shall be paid by the requesting State. The appropriate legal officers of the country in which the extradition proceedings take place shall, by all legal means within their power, assist the officers of the requesting State before the respective judges and magistrates. No pecuniary claim, arising out of the arrest, detention, examination and surrender of fugitives under the terms of this Convention, shall be made by the requested State against the requesting State other than as specified in the second paragraph of this Article and other than for the lodging, maintenance, and board of the person being extradited prior to his surrender.

2. The legal officers, other officers of the requested State, and court stenographers in the requested State who shall, in the usual course of their duty, give assistance and who receive no salary or compensation other than specific fees for services performed, shall be entitled to receive from the requesting State the usual payment for such acts or services performed by them in the same manner and to the same amount as though such acts or services had been performed in ordinary criminal proceedings under the laws of the country of which they are officers.

ARTICLE XIV

1. Transit through the territory of one of the Contracting States of a person in the custody of an agent of the other Contracting State, and surrendered to the latter by a third State, and who is not of the nationality of the country of transit, shall, subject to the provisions of the second paragraph of this Article, be permitted, independently

of any judicial formalities, when requested through diplomatic channels and accompanied by the presentation in original or in authenticated copy of the document by which the State of refuge has granted the extradition. In the United States of America, the authority of the Secretary of State of the United States of America shall be first obtained.

2. The permission provided for in this Article may nevertheless be refused if the criminal act which has given rise to the extradition does not constitute an offense enumerated in Article II of this Convention, or when grave reasons of public order are opposed to the transit.

ARTICLE XV

To the extent consistent with the stipulations of this Convention and with respect to matters not covered herein, extradition shall be governed by the laws and regulations of the requested State.

ARTICLE XVI

1. This Convention shall be ratified and the ratifications shall be exchanged at Stockholm as soon as possible.

2. This Convention shall enter into force upon the exchange of ratifications. It may be terminated by either Contracting State giving notice of termination to the other Contracting State at any time, the termination to be effective six months after the date of such notice.

KONVENTION OM UTLÄMNING MELLAN AMERIKAS FÖRENTA STATER OCH SVERIGE

Amerikas Förenta Stater och Konungariket Sverige, vilka önska vidga de två staternas samarbete i fråga om brottslighetens bekämpande, ha beslutat att avsluta en konvention om utlämning och ha för detta ändamål utsett följande befullmäktigade ombud:

Amerikas Förenta Staters President:

Dean Rusk, Amerikas Förenta Staters Secretary of State, och

Hans Majestät Konungen av Sverige:

Gunnar Jarring, Sveriges utomordentlige och befullmäktigade ambassadör i Amerikas Förenta Stater,

vilka efter att ha delgivit varandra sina respektive fullmakter, som befunnits i god och behörig form, överenskomma om följande.

ARTIKEL I

Vardera avtalsslutande staten åtager sig att i enlighet med de bestämmelser och villkor som fastställdes i denna konvention, till den andra staten utlämna personer, som påträffats å dess territorium och vilka äro misstänkta eller dömda för något av de brott, som angivs i artikel II i denna konvention och vilka begåtts inom den andra statens territoriella jurisdiktionsområde eller utanför detta under de i artikel IV av denna konvention angivna villkoren. Sådan utlämning skall dock äga rum endast på grundval av sådan bevisning om brottslighet, som enligt lagstiftningen på den ort, där den eftersökte påträffats, skulle rätfärdiga hans ställande inför rätta, om brottet begåtts där.

ARTIKEL II

Utlämning skall, i enlighet med bestämmelserna i denna konvention, beviljas för följande brott:

1. Mord, inbegripet barnamord; dödande av annan, då sådan gärning är straffbar i Sverige såsom dråp och i Förenta Staterna såsom dråp av vilja.
2. Avsiktligt tillfogande av skada å person och uppsåtlig misshandel, föranledande allvarlig kroppsskada.
3. Bortförande av barn eller vuxen.
4. Våldtäkt; fosterfördrivning; otukt med kvinna, vilken ej uppnått den ålder som för sådant fall angivits av lagen i såväl den ansökande som den anmodade staten.
5. Koppleri, bestämt såsom tillhandahållande eller befordran i osedligt syfte av underårig kvinna, även med hennes medgivande, eller i samma syfte av annan kvinna genom brukande av svek, hot eller tvång, i båda fallen för att tillfredsställa annan persons begär; utnyttjande för egen vinnning av annans otuktiga levnadssätt.
6. Tvegifte.
7. Rån; inbrott, bestämt såsom gärning, varigenom någon under dag eller natt bryter sig in i eller förskaffar sig tillträde till hus, kontor eller annan byggnad, tillhörande staten, juridisk person eller enskild, i avsikt att däri föröva tillgrepp eller annan liknande gärning.
8. Mordbrand.
9. Avsiktig olaglig skadegörelse å järnväg, tåg, fartyg, luftfartyg, bro, fordon och annat fortskaffningsmedel eller å allmän eller enskild byggnad eller byggnadsverk, om gärningen innebär fara för mänskolv.
10. Sjöröveri; myteri ombord å fartyg eller luftfartyg i avsikt att sätta sig upp mot fartygets eller luftfartygets befälhavare; besittningstagande av fartyg eller luftfartyg genom svikligt förfarande eller våld.
11. Utpressning.

12. Förfalskning eller brukande av falsk urkund; eftergörande eller förfalskning av regerings, offentlig myndighets eller domstols officiella handlingar eller brukande av det sålunda eftergjorda eller förfalskade.

13. Eftergörande, förfalskning eller förändrande av penningar, vare sig mynt eller sedlar, eller av skuldebrev, utgivna av federal, delstatlig, provinsiell eller kommunal myndighet, eller av därtill hörande kuponger eller ock av banksedlar samt utgivande eller utprångling därav; eller eftergörande, förfalskning eller förändrande av offentliga sigill.

14. Förskingring av ämbets- eller tjänsteman; förskingring av anställd till förfång för arbetsgivaren; stöld; åtkomst av penningar, värdepapper eller annan egendom genom bedrägeri eller hot att tillfoga skada; mottagande av penningar, värdepapper eller annan egendom med vetskap om att det mottagna åtkomits genom förskingring, stöld eller bedrägeri.

15. Brukande av allmänna posten eller andra kommunikationsmedel i samband med förberedande åtgärder, syftande till att vilseleda allmänheten eller att utfå penningar under falska förespeglingsar.

16. Bedrägeri eller trolöshet av förvaltare eller syssloman, bankir, agent, kommissionär, förmyndare, god man eller annan som innehavar förtroendeställning eller av direktör, styrelseledamot eller tjänsteman i bolag.

17. Begärande, mottagande eller erbjudande av muta.

18. Mened; anstiftan av mened.

19. Brott enligt lagstiftning om undertryckande av slaveri och slavhandel.

20. Gåldenärsbrott.

21. Smuggling, bestämt såsom gärning varigenom någon avsiktligt överträder tulllagstiftning i syfte att undandraga tullavgift på internationell handel med tullbelagd vara.

22. Brott enligt lagstiftning om handel med samt brukande, framställning eller tillverkning av narkotiska ämnen eller hashish.

23. Brott enligt lagstiftning om otillåten tillverkning av eller handel med giftiga kemikalier eller hälsosvådliga varor.

24. Försök till något av ovannämnda brott, därest sådant försök är brottsligt enligt lagstiftningen i de avtalsslutande staterna.

25. Medverkan till något av ovannämnda brott.

ARTIKEL III

1. Den anmodade staten skall, i enlighet med bestämmelserna i denna konvention, utlämna den som är misstänkt eller dömd för något av de i artikel II uppräknade brotten, allenast om följande båda förutsättningar äro uppfyllda:

a) Enligt den ansökande statens lagstiftning, i dess lydelse vid tidpunkten för brottets begående, kan & brottet följa frihetsstraff under längre tid än ett år; samt

- b) enligt gällande lagstiftning i den anmodade staten kan å brottet i allmänhet följa frihetsstraff under längre tid än ett år, vilken påföldj skulle tillämpas, om brottet hade begåtts på den anmodade statens territorium.
2. Har den eftersökte dömts i den ansökande staten, måste det utmätta straffet avse frihetsberövande under en tid av lägst fyra månader.

ARTIKEL IV

1. Utlämnning behöver icke medgivas för brott, som begåtts inom den anmodade statens territoriella jurisdiktionsområde. Har brottet begåtts inom den anmodade staten av någon som är ämbets- eller tjänsteman hos den ansökande staten och tillika medborgare där, skall den anmodade staten, med tillämpning av sin lagstiftning, äga rätt att överlämna den vars utlämning begärts, därest enligt dess bedömande det anses lämpligt att så förfara.

2. Har brottet begåtts utanför den ansökande statens territoriella jurisdiktionsområde, behöver framställning om utlämning icke bifallas med mindre lagstiftningen i den ansökande staten samt lagstiftningen i den anmodade staten under motsvarande förhållanden medgiver beivrande av sådant brott.

3. Med uttrycket "territoriellt jurisdiktionsområde" i denna artikel och artikel I i denna konvention förstas territorium, inbegripet territorialvattnet och luftrummet däröver, som tillhör endera avtals-slutande staten eller står under dess kontroll, liksom fartyg och luftfartyg, tillhörande endera avtalsslutande staten eller dess medborgare eller där hemmahörande juridisk person, när sådant fartyg befinner sig å öppna havet eller sådant luftfartyg befinner sig över öppna havet.

ARTIKEL V

Utlämnning skall icke medgivas när någon av följande omständigheter föreligger:

1. Om den vars utlämning begärts redan lagförts eller vid tiden för framställningen lagföres i den anmodade staten i enlighet med gällande strafflag i denna stat för det brott, för vilket utlämningen begärts.

2. Om talan å brottet preskriberats eller straffet för brottet eljest förfallit enligt lagstiftningen i antingen den ansökande eller den anmodade staten.

3. Om den som begärts utlämnad åtalats eller kommer att åtalas inför extraordinär domstol i den ansökande staten.

4. Om gärningen utgör brott enbart enligt militär lagstiftning.
5. Om brottet av den anmodade staten betraktas som politiskt eller förknippat med ett politiskt brott.

6. Om utlämning i särskilt fall finnes uppenbart oförenlig med humanitetens krav på grund av, exempelvis, den avsedda personens ungdom eller hälsotillstånd, med beaktande jämväl av brottets beskaffenhet och den ansökande statens intressen.

ARTIKEL VI

Om den som begärts utlämnad är föremål för åtgärder enligt den anmodade statens strafflagstiftning med anledning av annat brott än det för vilket utlämning begärts eller denne för sådant brott avtjänar straff i den anmodade staten, må med hans överlämnande anstå till dess att av brottet påkallade sådana åtgärder slutförts eller han är berättigad till frigivning.

ARTIKEL VII

Den anmodade staten är icke förpliktad att medgiva utlämning av person, som är medborgare i denna stat, men skall i enlighet med sin lagstiftning äga rätt att överlämna egen medborgare, om detta enligt dess bedömande anses böra ske.

ARTIKEL VIII

Om det brott för vilket utlämning begäres enligt den ansökande statens lagstiftning förskyller dödsstraff men lagstiftningen i den anmodade staten icke medgiver att sådant straff utdömes, må utlämning vägras, därest ej den ansökande staten avgiver sådan försäkran, som den anmodade staten finner tillfyllest, att dödsstraff icke kommer att verkställas.

ARTIKEL IX

Den som utlämnats enligt denna konvention må icke lagföras eller straffas i den ansökande staten för annat före utlämningen begånget brott än det, som föranlett utlämningen, och ej heller av nämnda stat vidareutlämnas till tredje land som eftersöker honom, med mindre den stat, som överlämnat honom, samtycker därtill eller ock han själv, efter att ha frigivits i den ansökande staten frivilligt kvarstannar där under längre tid än 45 dagar från dagen för hans frigivande. Vid frigivande som nyss sagts skall han underrättas om den påföljd hans uppehåll å den ansökande statens territorium må medföra för hans vidkommande.

ARTIKEL X

I den utsträckning lagstiftningen i den anmodade staten så medger och under vederbörligt tillgodoseende av tredje mans rättigheter skola alla föremål, som åtkommits genom brottet eller erfordras såsom bevis, överlämnas.

ARTIKEL XI

1. Framställning om utlämning skall göras på diplomatisk väg och skall grundas på följande handlingar.

- a) Beträffande den som är dömd för brottet: Vederbörligen bestyrkt utskrift eller avskrift av den behöriga domstolens dom. I undantagsfall må dock den anmodade staten begära ytterligare handlingar.
- b) Beträffande den som endast misstänkes för brottet: Vederbörligen bestyrkt utskrift eller avskrift av häktningsbeslut eller annat beslut om frihetsberövande, meddelat av behörig myndighet i den ansökande staten, jämte vittnesutsagor, förundersökningsprotokoll eller annan bevisning, på grund varav sådant beslut må ha meddelats, liksom bevisning i övrigt, som må anses vara av betydelse i ärendet.

2. I denna artikel angivna handlingar skola innehålla en otvetydig beskrivning av den gärning, för vilken den eftersökte är misstänkt eller dömd samt uppgift om plats och dag för gärningens begående. Handlingarna skola åtföljas av bestyrkt avskrift av den ansökande statens tillämpliga lag, däri inbegripet lagstiftningen om preskription av åtal eller om bortfall av straff för det brott, för vilket utlämning begäres, liksom uppgifter till styrkande av den eftersöktes identitet och till upplysning om hans medborgarskap och hemvist.

3. Handlingarna, varå framställningen om utlämning grundas, skola vara åtföljda av vederbörligen bestyrkt översättning till den anmodade statens språk.

ARTIKEL XII

1. Avtalsslutande stat må på diplomatisk väg begära provisoriskt anhållande av en person, förutsatt att det brott, för vilket han eftersökes, är av det slag, för vilket utlämning skall medgivas enligt denna konvention. Framställningen skall innehålla:

- a) Uppgift om det brott, för vilket den eftersökte är misstänkt eller dömd;
 - b) Signalement till ledning för den eftersöktes identifiering;
 - c) Uppgift om hans uppehållsplats, därest denna är känd; samt
 - d) Förläggning att de enligt artikel XI i denna konvention erforderliga handlingarna föreligga och komma att överlämnas.
2. Om den ansökande staten icke inom en tidrymd av högst 40 dagar från det att den eftersökte provisoriskt anhållits i enlighet med denna artikel företer för hans utlämnande föreskriven framställning jämte vederbörlig dokumentation, skall den anhållne frigivs. Ny

framställning om hans utlämnande må godtagas endast om den åtföljes av de enligt artikel XI i denna konvention erforderliga handlingarna.

ARTIKEL XIII

1. Kostnader för transport av den utlämnade skola bäras av den ansökande staten. Vederbörande judiciella tjänstemän i det land, där utlämningsförfarandet äger rum, skola med alla dem till buds stående rättsliga medel biträda den ansökande statens tjänstemän inför vederbörande domstolar. Den anmodade staten skall icke äga fordra ersättning av den ansökande staten för kostnader, som uppkommit till följd av den eftersöktes anhållande eller häktning, förhör med honom eller hans överlämnande i enlighet med bestämmelserna i denna konvention utom för sådana som angivs i andra stycket av denna artikel eller för sådana som ha avseende på den utlämnades kost, logi och underhåll i övrigt före hans överlämnande.

2. Domstolstjänstemän, andra tjänstemän samt domstolsstenografer i den anmodade staten, vilka i sin tjänst biträtt vid utlämningsförfarandet och vilka icke erhålla annan avlöning eller ersättning än särskilt, efter utfört arbete utgående arvode, äro berättigade att av den ansökande staten erhålla vanligen utgående betalning för sitt biträde på samma sätt och med samma belopp, som om biträdet lämnats i vanligt brottmålsförfarande enligt lagstiftningen i den stat vars tjänstemän de äro.

ARTIKEL XIV

1. Transport genom den ena avtalsslutande statens territorium under övervakning av företrädare för den andra avtalsslutande staten av den som utlämnats till den senare staten från tredje stat och vilken icke är medborgare i den stat varigenom han föres skall, där ej annat följer av bestämmelserna i andra stycket i denna artikel, tillåtas utan några rättsliga formaliteter, när detta begäres på diplomatisk väg och framställningen är åtföljd av den handling, i original eller bestyrkt avskrift, medelst vilken tillflyktsstaten medgivit utlämningen. I Amerikas Förenta Stater skall bemyndigande först inhämtas från Amerikas Förenta Staters Secretary of State.

2. Tillstånd varom förmåles i denna artikel må likvälvägras, om den gärning som föranlett utlämningen icke utgör något i artikel II i denna konvention uppräknat brott eller därest enligt allmänna rättsprinciper (ordre public) synnerliga skäl tala emot genomporten.

ARTIKEL XV

I den utsträckning detta står i överensstämmelse med bestämmelserna i denna konvention och beträffande sådant som icke innefattas däri skall utlämning regleras av gällande lagar och föreskrifter i den anmodade staten.

ARTIKEL XVI

1. Denna konvention skall ratificeras och ratifikationsinstrumenten skola utväxlas i Stockholm snarast möjligt.

2. Konventionen skall träda i kraft i och med utväxlingen av ratifikationsinstrumenten. Den må när som helst uppsägas av avtalsslutande stat genom meddelande härom till den andra avtalsluttande staten och uppsägningen skall träda i kraft sex månader efter det sådant meddelande lämnats.

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

DONE, in duplicate, in the English and Swedish languages, both versions being equally authentic, at Washington this twenty-fourth day of October 1961.

TILL BEKRÄFTELSE HÄRAV ha de befullmächtigade ombuden undertecknat denna konvention och här nedan anbringat sina sigill.

SOM SKEDDE i två exemplar, på engelska och svenska språken, vilka äga lika vitsord, i Washington den tjugufjärde oktober 1961.

FOR THE UNITED STATES OF AMERICA:
FÖR AMERIKAS FÖRENTA STATER:

DEAN RUSK [SEAL]

FOR SWEDEN:
FÖR SVERIGE:
GUNNAR JARRING [SEAL]

PROTOCOL

At the time of the signing of the Convention on Extradition this day concluded between the United States of America and Sweden, the undersigned Plenipotentiaries

Considering that the Swedish Penal Code provides for two general types of penalties of deprivation of liberty, namely, simple imprisonment ("fängelse") and imprisonment with hard labor ("straffarbete"), and that Article IV of the Swedish Extradition Act of December 6, 1957, provides that no person may be extradited unless the crime for which extradition is requested corresponds to an offense for which a sentence of imprisonment with hard labor ("straffarbete") may be imposed according to Swedish law, and

Realizing that it is the intention of the Government of Sweden to present to the Riksdag a bill to amend the Swedish Penal Code so as to eliminate those two types of deprivation of liberty, replacing them with only one type, namely, imprisonment ("fängelse"), and, also, as a consequence thereof to amend accordingly Article IV of the Swedish Extradition Act,

Agree upon the following provisions respecting the application of paragraph 1 of Article III of the Convention:

1. In the event of a request by the United States for extradition from Sweden, the offense for which extradition is requested must be punishable,
 - a. under United States law, by a possible deprivation of liberty for a period of more than one year and,
 - b. under Swedish law, had the offense been committed in Sweden, by a possible imprisonment with hard labor ("straffarbete") for a period of more than one year.
2. In the event of a request by Sweden for extradition from the United States, the offense for which extradition is requested must be punishable,
 - a. under Swedish law, by a possible imprisonment with hard labor ("straffarbete") for a period of more than one year and,
 - b. under United States law, had the offense been committed in the United States, by a possible deprivation of liberty for a period of more than one year.

This protocol shall enter into force upon entry into force of the Convention, and shall be considered an integral part thereof, if the aforescribed amendments to the Swedish Penal Code and the Swedish Extradition Act shall not then have taken place and become effective.

This protocol shall terminate on the date upon which the afore-described amendments of the Swedish Penal Code and the Swedish Extradition Act become effective.^[1] The Government of Sweden shall notify the Government of the United States in writing of such date.^[1]

PROTOKOLL

Vid undertecknandet av den innevarande dag mellan Amerikas Förenta Stater och Sverige avslutade konventionen om utlämning ha undertecknade befullmäktigade ombud

i betraktande av att den svenska strafflagen stadgar två allmänna slag av frihetsstraff, nämligen fängelse och straffarbete, och att 4 § i den svenska lagen den 6 december 1957 om utlämning för brott stadgar, att någon ej må utlämnas, med mindre den gärning för vilken utlämning begäres motsvarar brott, varå straffarbete kan följa enligt svensk lag, och

med kännedom om svenska regeringens avsikt att för riksdagen framlägga förslag om ändring av den svenska strafflagen för att avskaffa de två nämnda slagen frihetsberövande och ersätta dem med ett enda sådant, nämligen fängelse, samt därav föranledd ändring av 4 § i den svenska lagen om utlämning för brott,

överenskommit om följande bestämmelser rörande tillämpningen av artikel III, punkt 1, i konventionen:

1. I händelse av framställning från Förenta Staterna om utlämning från Sverige måste den gärning för vilken utlämning begäres kunna bestraffas

- a. enligt lagstiftningen i Förenta Staterna med frihetsberövande under längre tid än ett år, och,
- b. enligt lagstiftningen i Sverige, om brottet skulle ha begåtts där, med straffarbete under längre tid än ett år.

2. I händelse av framställning från Sverige om utlämning från Förenta Staterna måste den gärning för vilken utlämning begäres kunna bestraffas

- a. enligt lagstiftningen i Sverige med straffarbete under längre tid än ett år, och,
- b. enligt lagstiftningen i Förenta Staterna, om brottet skulle ha begåtts där, med frihetsberövande under längre tid än ett år.

¹ Jan. 1, 1965, as communicated to the Secretary of State by the Swedish Ambassador, Washington, in note No. 13 dated Feb. 1, 1963; not printed.

Förevarande protokoll träder i kraft vid konventionens ikraftträende och skall anses utgöra en integrerande del därav, förutsatt att förenämnda ändringar i den svenska strafflagen och den svenska lagen om utlämning för brott icke då redan företagits och trätt i kraft.

Förevarande protokoll skall upphöra att gälla vid den tidpunkt, då nämnda ändringar i den svenska strafflagen och den svenska lagen om utlämning för brott träda i kraft. Sveriges regering skall skriftligen underrätta Förenta Staternas regering om nämnda tidpunkt.

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

DONE in duplicate, in the English and Swedish languages, both versions being equally authentic, at Washington this twenty-fourth day of October 1961.

TILL BEKRÄFTELSE HÄRAV ha de befullmäktigade ombuden undertecknat förevarande protokoll och därå anbringat sina sigill.

SOM SKEDDE i två exemplar, på engelska och svenska språken, vilka båda texter äga lika vitsord, i Washington den tjugufjärde oktober 1961.

FOR THE UNITED STATES OF AMERICA:
FÖR AMERIKAS FÖRENTA STATER:

[SEAL] DEAN RUSK

FOR SWEDEN:
FÖR SVERIGE:

[SEAL] GUNNAR JARRING

WHEREAS the Senate of the United States of America by their resolution of October 22, 1963, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said convention, together with the said protocol;

WHEREAS the said convention and protocol were ratified by the President of the United States of America on October 29, 1963, in pursuance of the aforesaid advice and consent of the Senate, and were ratified on the part of Sweden on April 27, 1962;

WHEREAS the respective instruments of ratification of the said convention and protocol were duly exchanged at Stockholm on December 3, 1963;

AND WHEREAS, in accordance with their provisions, the said convention and protocol entered into force upon the exchange of ratifications;

Now, THEREFORE, be it known that I, Lyndon B. Johnson, President of the United States of America, do hereby proclaim and make public the said convention and protocol, to the end that the same and every article and clause thereof may be observed and fulfilled in good faith on and after December 3, 1963 by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

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

LYNDON B. JOHNSON

By the President:

DEAN RUSK

Secretary of State

SYRIAN ARAB REPUBLIC

Agricultural Commodities: Sales Under Title IV

*Agreement signed at Damascus November 18, 1963;
Entered into force November 18, 1963.*

With exchange of notes.

And amending agreement

Effectuated by exchange of notes

Dated at Damascus December 28, 1963;

Entered into force December 28, 1963.

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE SYRIAN ARAB REPUBLIC UNDER TITLE IV OF THE AGRICULTURAL TRADE DE- VELOPMENT AND ASSISTANCE ACT, AS AMENDED

The Government of the United States of America and the Government of the Syrian Arab Republic:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries in a manner which would utilize surplus agricultural commodities, including the products thereof, produced in the United States of America to assist economic development in the Syrian Arab Republic;

Recognizing that such expanded trade should be carried on in a manner which would not displace cash marketings of the United States of America in those commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Recognizing further that by providing such commodities to the Syrian Arab Republic under long-term supply and credit arrangements, the resources and manpower of the Syrian Arab Republic can be utilized more effectively for economic development without jeopardizing meanwhile adequate supplies of agricultural commodities for domestic use;

Desiring to set forth the understandings which will govern the sales, as specified below, of commodities to the Syrian Arab Republic

pursuant to Title IV of the Agricultural Trade Development and Assistance Act, [¹] as amended, (hereinafter referred to as the Act); Have agreed as follows:

ARTICLE I

COMMODITY SALES PROVISIONS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Syrian Arab Republic of credit purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance during the period January 1, 1963, to December 31, 1963, or such longer period as may be authorized by the Government of the United States of America, sales for United States dollars, to purchasers authorized by the Government of the Syrian Arab Republic of the following commodities:

<u>Commodity</u>	<u>Approximate Maximum Quantity</u>	<u>Export Market Value—Market Value to be Financed</u>
Tobacco	200 metric tons	\$392, 000
Ocean transportation (estimated)	1	\$ 8, 000
Total		\$400, 000

¹ Estimate based on U.S. Government payment of excess transportation costs resulting from requirement that U.S. flag vessels be used.

The total amount of financing provided in the credit purchase authorizations shall not exceed the above-specified export market value to be financed, except that additional financing for ocean transportation will be provided if the estimated amount for financing shipments required to be made on United States flag vessels proves to be insufficient. It is understood that the Government of the United States of America will, as price declines or other marketing factors may require, limit the amount of financing provided in the credit purchase authorizations so that the quantities of commodities financed will not substantially exceed the above specified approximate maximum quantities.

2. Credit purchase authorizations will include provisions relating to the sale and delivery of such commodities and other relevant matters.

¹ 73 Stat. 610; 7 U.S.C. §§ 1731-1736.

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

ARTICLE II

CREDIT PROVISIONS

1. The Government of the Syrian Arab Republic will pay or cause to be paid in United States dollars to the Government of the United States of America for the commodities specified in Article I and related ocean transportation (except excess ocean transportation costs resulting from the requirement that United States flag vessels be used) the amount financed by the Government of the United States of America together with interest thereon.

2. The principal amount due for the commodities delivered in each calendar year under this Agreement, including the applicable ocean transportation costs related to such deliveries, shall be paid in ten approximately equal annual payments. The first annual payment for commodities delivered in any calendar year shall become due on December 31, — following the calendar year in which such deliveries were made. Subsequent annual payments shall become due at intervals of one year thereafter. Any annual payment may be made prior to the due date thereof.

3. Interest on the unpaid balance of the principal amount due the Government of the United States of America for commodities delivered in each calendar year shall be computed at the rate of $\frac{3}{4}$ of 1 percent per annum and shall begin on the date of the last delivery of commodities in such calendar year. Interest on each such unpaid balance shall be paid annually not later than the date on which the annual payment of principal becomes due.

4. All payments shall be made in United States dollars and the Government of the Syrian Arab Republic shall deposit or cause to be deposited such payments in the United States Treasury unless another depository is agreed upon by the two Governments.

5. The two Governments will 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.

6. For the purpose of determining the date of the last delivery of commodities for each calendar year, 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.

ARTICLE III

GENERAL PROVISIONS

1. The Government of the Syrian Arab Republic will take all possible measures to prevent the resale or transhipment to other countries or the use for other than domestic consumption of the agricultural commodities purchased pursuant to this Agreement; to prevent the export of any commodity of either domestic or foreign origin which is the same as or like the commodities purchased pursuant to this Agreement during the period said commodities are being received and utilized (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this Agreement does not result in increased availability of these or like commodities to nations unfriendly to the United States of America.

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

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

4. The Government of the Syrian Arab Republic will furnish, upon request of the Government of the United States of America, information on the progress of the program, including the arrival and condition of commodities, imports of commodities which may be required under this Agreement to be purchased from the United States of America or other countries friendly to the United States of America in addition to commodities financed under this Agreement, and any exports of the same or like commodities.

ARTICLE IV

CONSULTATION

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

ARTICLE V

ENTRY INTO FORCE

The Agreement shall enter into force upon signature.

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

DONE in duplicate at Damascus this 18th day of November, 1963.

FOR THE GOVERNMENT OF
THE SYRIAN ARAB REPUBLIC

GEORGE TU'MAH

George Tu'mah
Minister of Economy

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

RIDGWAY B KNIGHT

Ridgway B. Knight
American Ambassador

—٦—

النادرة (٥)

نفاذ الاشتراطية

تصبح هذه الاشتراطية نافذة الفصل عند توقيتها
 وتصديقاً على ذلك فقد قام المسؤولون لكل من الدولتين بالتوقيع
 بالتوقيع على هذه الاشتراطية.

حررت على سنتين في دمشق يوم العشرين الواقع في ١٩٦٣ / ١١ / ١٨
 ريد جوي ب نايت
 من حكومة الولايات المتحدة الاميركية

—٣—

٦) وظيفة تحديد تاريخ آخر تسليم للسلع في كل سنة تقويمية ، يعتبر التسليم والثما بتاريخ وجوده الشحنة على ظهر البواخرة المبين في بوليصة الشحن البحري المرقمة او الوثائق عليها باسم الناقل .

المادة (٣)

شروط عامة

١) تعمد حكومة الجمهورية العربية السورية بأن تتخذ كافة الاجراءات الممكنة لمنع اعاقة بيع السلع الزراعية المشترأة بمرجع هذا الاتفاق او نحنها الى البلاد الاخرى او استعمالها لغير غايات الاستهلاك المحلي موأن تمنع تصدير أي سلعة ، سواً كانت من منشأ محلي او اجنبي فإذا كانت بنفس الوقت مائة او مشابهة لها وذلت خلال الفترة التي يتم فيها استلام هذه السلع او استعمالها (بماذا الحالات التي توافق فيها حكومة الولايات المتحدة الاميركية على التصدير المذكور بصورة خاصة) وأن تتأكد من ان شراء السلع المذكورة بمرجع هذه الاتفاقية لا يوؤى الى زيادة توفر هذه السلع او مشابهتها ، لدى البلدان غير المذكورة للولايات المتحدة الاميركية .

٢) تتخذ الحكومتان الاحتياطات المعقولة للتأكد من أن بيع او شراء السلع بمرجع هذه الاتفاقية سوف لن يؤدي الى تغيير في قيمة التسويق العادي للولايات المتحدة الاميركية لهذه السلع او يحدت اضطرارها لابرره في الاسعار العالمية للسلع الزراعية أو في الاساليب المادبة للتجارة مع الدول الصديقة للولايات المتحدة الاميركية .

٣) تسمى الحكومتان في تفاصيل شروط هذه الاتفاقية لتأمين شروط التجارة التي تسمح للتجارة الافراد ضمن العدود المعقولة بأن يمارسوا اعمالهم بصورة تعاالة وأن تهدلا جهودهما لتنمية وتوسيع الطلب المستتر لهذه السلع في السوق .

٤) تقدر حكومة الجمهورية العربية السورية هنا على طلب حكومة الولايات المتحدة الاميركية المعلومات عن سير البرنامج بما في ذلك وصول السلع وحالتها ون استيراد السلع التي يمكن أن يكون شراءها من الولايات المتحدة أو الدول الصديقة لها شروط بمرجع هذه الاتفاقية بالإضافة الى السلع المسؤولة بمرجع هذه الاتفاقية وبن أي تصدير لسلع مائة لها ومشابهها .

المادة (٤)

المشورة

تفوّت الحكومتان هنا على طلب اي منها بالمشورة في الامور المتعلقة بتطبيق هذه الاتفاقية او في القيام بالترتيبات المتقدمة مثلاً بهذه الاتفاقية .

—٢—

- البلجيـع المـقدـر مـبني عـلـى أـسـاسـات تـدـفعـ حـقـيـة الـولاـيـات الـمـتـحـدـة الـأـمـيرـكـيـة تـكـالـيفـ النـقـلـ الـإـضـافـيـةـ النـاجـمـةـ مـنـ شـرـطـ نـقـلـ السـلـعـ عـلـىـ الـبـاـخـرـاتـ الـتـيـ تحـمـلـ العـلـمـ الـأـمـيرـكـيـ .
- انـ بـلـجـيـعـ التـوـبـيلـ الـأـجـابـيـ الـمـنـصـوصـ عـلـيـهـ فـيـ اـجـازـاتـ الشـرـاءـ باـلـاـنـتـامـ سـوـفـ لـنـ يـتـجـازـقـيـةـ سـوقـ التـصـدـيرـ الـمـبـيـةـ أـمـلـاهـ مـوضـوعـ التـوـبـيلـ ،ـ غـيـرـ أـنـ التـوـبـيلـ الـأـخـافـيـ لـنـقـلـ الـبـحـرـيـ سـوـفـ يـوـمـ يـوـمـ فـيـماـ اـذـانـتـ بـأـنـ الـبـلـجـيـعـ المـقدـرـ لـتـوـبـيلـ الشـحـنـ الشـتـرـطـ اـجـراـءـ عـلـىـ الـبـاـخـرـ الـلـمـ الـأـمـيرـكـيـ غـيـرـ كـافـ .
- وـنـ الشـفـقـ بـأـنـ حـكـوـمـةـ الـوـلـاـيـاتـ الـمـتـحـدـةـ الـأـمـيرـكـيـ سـوـفـ تـحـدـدـ بـلـجـيـعـ التـوـبـيلـ الـمـنـصـوصـ عـلـيـهـ فـيـ اـجـازـاتـ الشـرـاءـ باـلـاـنـتـامـ عـنـدـمـاـ يـنـخـفـضـ السـرـأـ وـمـنـهـاـ مـتـطـلـبـ عـوـاـمـلـ التـسـوـقـ ،ـ وـذـكـرـ بـصـورـةـ لـأـتـرـيدـ مـعـهـاـ كـمـيـاتـ السـلـعـ الـمـوـلـةـ زـيـادـةـ مـلـحوـظـةـ فـيـ الـكـيـاتـ الـقـصـوـيـ التـقـيـيـةـ الـمـبـيـةـ أـمـلـاهـ .
- (٢) سـوـفـ تـتـضـمـنـ اـجـازـاتـ الشـرـاءـ الشـرـطـ الـمـتـعـلـقـ بـيـنـ مـثـلـهـ السـلـعـ وـتـلـيمـهـاـ فـيـرـهـامـ الـأـسـرـذـاتـ الـعـلـاقـةـ .
- (٣) يـكـنـ لـكـلـ مـنـ الـحـكـوـمـيـنـ اـنـهـاـ تـوـبـيلـ السـلـعـ الـمـنـصـوصـ عـلـيـهـ فـيـ هـذـهـ الـإـنـاقـيـةـ وـيـمـاـ وـتـلـيمـهـاـ لـهـاـ اـذـاـ قـرـرـتـ تـكـلـيـفـ الـحـكـوـمـةـ بـأـنـهـ يـسـبـبـ تـهـذـيـلـ الـظـرـفـ أـصـحـ اـسـتـرـارـ مـلـهـاـ تـوـبـيلـ الـبـيـعـ وـالـتـسـلـيمـ غـيـرـ ضـرـوريـ اوـ مـفـوـبـ فـيـهـ .

المـادـةـ (٢)

شـرـطـ الـاعـتـادـ

- (١) تـدـفعـ حـكـوـمـةـ الـجـمـهـورـيـةـ الـعـرـبـيـةـ السـوـرـيـةـ إـلـىـ حـكـوـمـةـ الـوـلـاـيـاتـ الـمـتـحـدـةـ الـأـمـيرـكـيـةـ أـوـ تـعـملـ عـلـىـ أـنـ يـدـلـعـ
- الـهـاـ بـالـدـولـاـرـ الـأـمـيرـكـيـ بـلـجـيـعـ السـلـعـ مـنـ قـبـلـهـاـ مـعـ الـقـائـدـةـ الـمـتـرـتـبةـ لـقـاـنـ السـلـعـ الـمـبـيـةـ فـيـ السـادـةـ
- الـأـوـلـىـ وـالـنـقـلـ الـبـحـرـيـ الـمـتـعـلـقـ بـهـاـ (ـفـيـاـ عـدـاـ تـكـالـيفـ الـنـقـلـ الـبـحـرـيـ الـإـضـافـيـ الـمـبـيـةـ عـنـ شـرـوطـ
- استـعـمـالـ الـبـاـخـرـاتـ الـتـيـ تحـمـلـ العـلـمـ الـأـمـيرـكـيـ)ـ .
- (٢) يـسـدـدـ بـلـجـيـعـ الـأـسـاسـ الـمـتـرـتبـ لـقـاـنـ السـلـعـ الـمـسـلـمةـ فـيـ كـلـ سـنـةـ تـقـيـيـةـ بـهـرـجـبـ هـذـهـ الـإـنـاقـيـةـ
- بـهـافـيـ ذـكـلـ تـكـالـيفـ الـنـقـلـ الـبـحـرـيـ الـمـاـئـدـةـ لـلـشـحـنـاتـ الـذـكـرـةـ عـلـىـ هـشـرـةـ أـقـاطـ سـنـيـةـ مـسـاـبـةـ
- تقـيـيـةـ .ـ وـيـسـتـعـقـ أـوـلـ قـسـطـ سـنـوـيـ عـنـ السـلـعـ الـمـسـلـمةـ فـيـ أـيـ سـنـةـ تـقـيـيـةـ فـيـ ٢١ـ كـانـونـ أـوـلـ منـ السـنـةـ
- الـتـيـ سـنـةـ التـقـيـيـةـ الـتـيـ قـرـرـتـ خـلـالـهـاـ تـلـيمـ السـحـنـاتـ .ـ وـيـسـتـعـقـ الـأـقـاطـ السـنـيـةـ الـتـالـيـةـ
- عـلـىـ فـقـرـاتـ مـدـتـلـ مـنـهـاـ سـنـةـ فـيـهـ بـعـدـهـ وـيـكـنـ تـسـدـدـ الـقـسـطـ السـنـوـيـ قـبـلـ تـارـيخـ اـسـتـعـقـاقـ الـمـدـدـدـ .
- (٣) يـسـدـدـ بـلـجـيـعـ الـأـسـاسـ غـيـرـ الدـفـعـ وـالـمـسـتـعـقـ لـحـكـوـمـةـ الـوـلـاـيـاتـ الـمـتـحـدـةـ الـأـمـيرـكـيـ
- عـنـ السـلـعـ الـمـسـلـمةـ فـيـ كـلـ سـنـةـ تـقـيـيـةـ فـاـنـدـهـ بـمـدـلـ ثـلـاثـةـ اـيـامـ الـواـحـدـ بـالـمـائـةـ $\frac{3}{4}$ ـ سـنـيـاـهـ سـتـعـقـ
- بـتـارـيخـ آخـرـ شـحـنـةـ لـلـسـلـعـ فـيـ تـلـكـ السـنـةـ تـقـيـيـةـ .ـ وـيـجـبـ تـسـدـدـ الـقـائـدـ مـنـ الرـصـيدـ غـيـرـ الدـفـعـ
- الـذـكـرـ سـنـيـاـهـ بـوقـتـ لـاـيـجـازـ تـارـيخـ اـسـتـعـقـاقـ الـقـسـطـ السـنـوـيـ مـنـ بـلـجـيـعـ الـأـصـلـيـ .
- (٤) يـجـرـىـ تـسـدـدـ جـمـيعـ الـدـنـعـاتـ بـالـدـولـاـرـ الـأـمـيرـكـيـ .ـ وـلـىـ حـكـوـمـةـ الـجـمـهـورـيـةـ الـعـرـبـيـةـ السـوـرـيـةـ أـنـ تـوـدـعـ
- أـوـ تـعـملـ عـلـىـ اـبـدـاعـ هـذـهـ الـدـنـعـاتـ لـدـىـ خـزـنـةـ الـوـلـاـيـاتـ الـمـتـحـدـةـ الـأـمـيرـكـيـ مـاـلـ يـجـسـرـ الـإـنـاقـيـةـ بـيـنـ
- الـحـكـوـمـيـنـ عـلـىـ جـمـةـ اـخـرـىـ تـوـدـعـ لـدـهـاـ الـأـمـوـالـ السـدـدـةـ .
- (٥) تـقـنـ الـحـكـوـمـيـنـ باـتـخـاذـ اـجـراـءـ اـنـسـاخـةـ لـتـسـهـيلـ مـطـابـقـةـ السـجـلـاتـ الـخـاصـةـ بـكـلـ مـنـهـاـ لـلـمـالـيـنـ
- الـمـوـلـةـ الـمـاـئـدـةـ لـلـسـلـعـ الـمـسـلـمةـ خـلـالـ كـلـ سـنـةـ تـقـيـيـةـ .

اتفاقية السلع الزراعية
بين حكومة الولايات المتحدة الاميركية
وحكومة الجمهورية العربية السورية
ولدى الفصل الرابع
من قانون تنمية التجارة الزراعية والمعونة كما هو معدل

ان حكومة الولايات المتحدة الاميركية وحكومة الجمهورية العربية السورية .

وفية منها في توسيع تجارة السلع الزراعية بين بلدانها بشكل يمكن معه استعمال فائض المواد الزراعية، بما في ذلك منتجات هذه المواد المنتجة في الولايات المتحدة الاميركية وذلك بهدف مساعدة التنمية الاقتصادية في الجمهورية العربية السورية .

واعترافاً منها بأن توسيع التجارة المذكورة يجب أن ينطلي بشكل لا يبدل قيمه سنتين الولايات المتحدة الاميركية لهذه المواد أو يزيد عن ثالثها عليها على الأسعار العالمية للمواد الزراعية أو الأسلوب الطبيعي للتجارة مع الدول الصديقة .

واعترافاً منها أنها بأن تأمين السلع المذكورة للجمهورية العربية السورية بموجب ترتيبات التزويد والأراضي الطويلة الأجل يمكن استخدام المواد الطبيعية واليد العاملة للجمهورية العربية السورية بصورة أكثر فعالية لغايات التنمية الاقتصادية بدون الاعلال بنفس الوقت في توفير السلع الزراعية بصورة كافية للاستعمال الداخلي .

وفية منها في وضع الشروط التي تعطى بين السلع المرحولة أدناه إلى الجمهورية العربية السورية وللآن الفصل الرابع من قانون تنمية التجارة الزراعية والمعونة كما هو معدل ، (والذى سيشار إليه من الآن فصاعداً بالقانون) .

قد اتفقنا على ما يلى :

النادرة (1)

شروط تبادل السلع

(1) فيما لا صدار حكومة الولايات المتحدة الاميركية وموافقة حكومة الجمهورية العربية السورية لازوتات الشراء بالائتمان وتوزيع السلع وفقاً للقانون في وقت التصدير، تتعهد حكومة الولايات المتحدة بتغويل البهارات بالدولارات الاميركية للمشترين الغربيين من قبل حكومة الجمهورية العربية السورية خلال الفترة الواقعة بين (1)قانون ثان ١٩٦٢ و (2)قانون أول ١٩٦٣ أو خلال فترة أطول تואق عليها حكومة الولايات المتحدة الاميركية وذلك للسلع الآتية :

نوع السوق التي تستعمل	نوع سوق التصدير	الكمية المقصودة للتصدير	السلعة	نوع
٤٠٠٠ دolar	-	٢٠٠ طن متري	٣٩٢ ٠٠٠ دolar	النقل البحري
٨ ٠٠٠ دolar	-	-	-	التجهيز
٤٠٠٠ دolar	-	-	-	المجموع

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

AMERICAN EMBASSY
DAMASCUS, S.A.R.
November 18, 1963

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of the Syrian Arab Republic, signed today.

I wish to confirm my Government's understanding of the agreement reached in conversations which have taken place between representatives of our two Governments with respect to the use by the Government of the Syrian Arab Republic of Syrian pounds resulting from the sale of commodities financed under the Agreement. It is understood that these Syrian pounds will be used for economic and social development programs.

It is my Government's further understanding that in agreeing that the delivery of commodities pursuant to the above cited agreement should not unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries, the Government of the Syrian Arab Republic agrees that Syria already has, or will, in addition to the commodities to be programmed under this Agreement, import from free world sources, including the United States of America, at least 115 metric tons of tobacco during the calendar year ending December 31, 1963.

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

Accept Excellency, the renewed assurances of my highest consideration.

Sincerely yours,

R B K

Ridgway B. Knight
American Ambassador

His Excellency

GEORGE TU'MAH

*Minister of Economy
Syrian Arab Republic*

The Minister of Economy of the Syrian Arab Republic to the American Ambassador

الى سعادة سفير الولايات المتحدة الاميركية

دمشق

عزيزي السفيره

يسريني اعلام عن اسلامي لذكركم المورخة في ١٨ / ١١٦٣ وهذا نصها:

"صاحب السيدة،"

لي الشرف ان اشير الى اتفاق السلع الزراعية بين حكومة الولايات المتحدة الاميركية وحكومة الجمهورية العربية السورية ، الموقع هذا اليوم ، وأحب ان أؤكد موقف حكومتي من الاتفاق الذي وصل اليه الجانبان بالمحادثات التي جرت بين ممثلي حكومتي فيما يتعلق باستعمال الليرات السورية الناتجة عن بيع السلع المولدة بموجب هذه الاتفاقية من قبل حكومة الجمهورية العربية السورية . انه من المفهوم ان هذه الليرات السورية سوف تستعمل لبرامج التنمية الاقتصادية والاجتماعية .

وان موقف حكومتي أيضا هي انه بمقتضى اتفاق الطرفين على ان تسليم السلع بموجب الاتفاق المذكور اعلاه يجب ان لا يحد في اضطرابا لا يبرره في الاسعار العالمية للسلع الزراعية او للسلالب العادي للتجارة مع الدول الصديقة ، فان حكومة الجمهورية العربية السورية تقبل بأن تكون سوريا استوردا او مستوردا بالإضافة للسلع المولدة بموجب هذه الاتفاقية من المصادر العالمية الحرة ، بما فيها الولايات المتحدة الاميركية (١١٥) طنا متريا على الاقل من التبغ خلال السنة التقويمية المنتهية في ٢١ كانون اول ١٩٦٣ ."

ويسريني ان ابلغكم موافقة حكومتي على ما جاء في مذكرة المذكورة وتفضلوا بقبول فائق الاعتزاز .

وزير الاقتصاد

الله

English Language Version of the Syrian Arab Republic Note

REPUBLIQUE ARABE SYRIENNE
MINISTÈRE DE L'ECONOMIE

الجمهوری العربية السورية
وزارة الاقتصاد

His Excellency
THE AMBASSADOR OF
THE UNITED STATES OF AMERICA
Damascus

DEAR AMBASSADOR

I have the pleasure to inform you that I received your note of November 18, 1963, which reads as follows:

“Excellency:

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of the Syrian Arab Republic, signed today.

I wish to confirm my Government's understanding of the agreement reached in conversations which have taken place between representatives of our two Governments with respect to the use by the Government of the Syrian Arab Republic of Syrian pounds resulting from the sale of commodities financed under the Agreement. It is understood that these Syrian pounds will be used for economic and social development programs.

It is my Government's further understanding that in agreeing that the delivery of commodities pursuant to the above cited Agreement should not unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries, the Government of the Syrian Arab Republic agrees that Syria already has, or will, in addition to the commodities to be programmed under this Agreement, import from free world sources, including the United States of America, at least 115 metric tons of tobacco during the calendar year ending December 31, 1963.

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

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

It is my pleasure to express my government's Confirmation of the above understandings.

Please accept with my greetings the highest regards.
Sincerely Yours

GEORGE TU'MAH
Minister of Economy

DAMASCUS, November 18/1963

*The American Ambassador to the Minister of Foreign Affairs of the
Syrian Arab Republic*

AMERICAN EMBASSY
DAMASCUS, S.A.R.
December 28, 1963

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement of November 18, 1963 between the Government of the United States of America and the Government of the Syrian Arab Republic.

The Government of the United States of America, in response to a request from the Government of the Syrian Arab Republic, proposes to amend paragraph 1 of Article I of the Agreement by deleting the phrase 'the period January 1, 1963 to December 31, 1963' and substituting therefore 'those periods indicated in the table of commodities which appears below;' and by deleting the commodity table in Article I and substituting the following:

<u>Commodity</u>	<u>Supply Period</u>	<u>Approximate Maximum Quantity</u>	<u>Maximum Export Market Value to be Financed</u>
Unmanufactured Tobacco	U.S. Calendar Year 1963	200 Metric Tons	\$ 392, 000
Rice	U.S. Fiscal Year 1964	10,000 Metric Tons	\$1, 240, 000
Ocean Transportation (estimated)			\$ 163, 000
Total			\$1, 795, 000

The amount for rice is added to the Agreement on the condition that the Government of the Syrian Arab Republic will procure and import during United States fiscal year 1964 at least 27,000 metric tons of milled rice from free world sources, including the United States of America.

It is proposed that this note and your reply concurring therein shall constitute an Agreement between our two Governments on this matter to enter into force on the date of your note in reply.

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

Sincerely yours,

R B K.

Ridgway B. Knight

His Excellency

HASSAN MURAYWID

*Minister of Foreign Affairs
Syrian Arab Republic*

The Minister of Foreign Affairs of the Syrian Arab Republic to the American Ambassador

HIS EXCELLENCY THE AMBASSADOR,

I have the honour to inform you that I have received the letter addressed by your Excellency to the Minister of Supply [¹] enclosed with the Embassy Note N° 278 dated November 22, 1963 [¹] regarding the agriculture commodities agreement signed on November 18, 1963, between the Government of the Syrian Arab Republic and the Government of the United States of America.

We have taken note that the Government of the United States of America, in response to a request of the Government of the Syrian Arab Republic, proposes to amend paragraph one of Article 1 of the Agreement, by deleting the phrase "the period between January 1, 1963 to December 31, 1963" and substituting therefore, "the periods indicated in the table of commodities which appears below" and by deleting the commodity table in Article 1 and substituting the following:

Commodity	Delivery Period	Approximate Quantity	Maximum Cost Export Commodities to be Financed
Un-manufactured Tobacco	U.S. Calendar Year 1963	200 Metric tons	392,000 U.S. \$
Rice	U.S. Fiscal Year 1964	10,000 M. tons	1,240,000 U.S. \$
Ocean Transporta- tion (estimated)			163,000 U.S. \$
			1,795,000 U.S. \$

In your letter mentioned above it was stated "that the amount of rice is added to the Agreement on the condition that the Government of the Syrian Arab Republic will procure and import during U.S. Fiscal Year 1964, at least 27,000 metric tons of milled rice from free world sources, including the United States of America."

We agree that your note and our reply concurring therein shall constitute an agreement between our two governments in this matter, to enter into force on the date of our letter, and I avail myself of this opportunity to renew to Your Excellency the assurances of my consideration.

HASSAN MURAYWID

Hassan Muraywid
Minister of Foreign Affairs

DAMASCUS, December, 28th 1963.

H. E. Mr. RIDGWAY B. KNIGHT,
*Ambassador of the United States
of America
Damascus*

¹ Not printed.

TUNISIA

Agricultural Commodities

*Agreement amending the agreement of September 14, 1962,
as amended.*

Effectuated by exchange of notes

Signed at Tunis December 19, 1963;

Entered into force December 19, 1963.

*The American Ambassador to the Tunisian Secretary of State for
Plan and Finance*

EMBASSY OF THE
UNITED STATES OF AMERICA
Tunis, December 19, 1963

No. 980

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed September 14, 1962, as amended, [1] and propose that Paragraph 1 of Article I be further amended by increasing the amount of edible vegetable oil to \$7.79 million, by increasing the estimated ocean transportation cost to \$1.8 million and increasing the total value to \$15.79 million.

The Government of the Republic of Tunisia will export no more than 44,000 metric tons of olive oil to traditional destinations during the period from November 1, 1963 to October 31, 1964, of which not more than 4,000 metric tons to countries unfriendly to the United States. Exports in excess of this maximum will be permitted only on condition that they are to countries friendly to the United States and are offset by equal quantities of edible vegetable oils imported commercially from the United States during the same period.

The Government of the United States proposes that this note and your reply concurring therein constitute an agreement between the two governments to enter into force on the date of your reply.

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

FRANCIS H. RUSSELL

His Excellency

AHMED BEN SALAH,

*Secretary of State for Plan and Finance,
Tunis.*

¹ TIAS 5190, 5430; 13 UST 2238; *ante*, p. 1275.

The Tunisian Secretary of State for Plan and Finance to the American Ambassador

RÉPUBLIQUE TUNISIENNE

SECRÉTARIAT D'ÉTAT
AU PLAN
ET AUX FINANCES

N° 3382/F

TUNIS, le 19 Décembre 1963

EXCELLENCE,

Vous avez bien voulu m'adresser en date de ce jour la lettre dont les termes suivent:

"J'ai l'honneur de me référer à l'Accord sur les produits agricoles entre nos deux Gouvernements signé le 14 Septembre 1962, tel qu'il est amendé, et propose que le paragraphe 1er de l'Article 1er de l'Accord soit amendé de nouveau en vue de porter le montant d'huile végétale comestible à 7,79 millions de dollars, les frais de transport maritime à 1,8 millions de dollars, et le montant total envisagé dans l'Accord à 15,79 millions de dollars.

Le Gouvernement de la République de Tunisie n'exportera pas plus de 44.000 tonnes métriques d'huile d'olive vers les destinations traditionnelles pendant la période du 1er Novembre 1963 au 31 Octobre 1964 y compris un maximum de 4.000 tonnes métriques à destination de pays non amis des Etats-Unis. Des exportations dépassant ce maximum ne seront autorisées que dans la mesure où elles sont à destination des pays amis des Etats-Unis et dans la mesure où elles sont compensées par des achats commerciaux de quantités égales d'huile végétale comestible venant des Etats-Unis pendant la même période.

Le Gouvernement des Etats-Unis propose que cette note et votre réponse marquant votre acceptation constituent un accord entre les deux Gouvernements, qui entrera en vigueur à la date de votre réponse".

J'ai l'honneur de vous confirmer l'accord du Gouvernement Tunisien sur ce qui précéde.

Veuillez agréer, Excellence, les assurances de ma très haute considération.—

P. le Secrétaire d'Etat au Plan
~~et aux Finances~~
Le Chef de Cabinet
Signé B. ENNAJJI

Son Excellence

FRANCIS H. RUSSELL

Ambassadeur des Etats-Unis d'Amérique

à — Tunis —

Translation

REPUBLIC OF TUNISIA
DEPARTMENT OF STATE
FOR THE PLAN AND FINANCE

No. 3382/F

TUNIS, December 19, 1963

EXCELLENCY:

You were good enough to send me today a note which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed September 14, 1962, as amended, and propose that Paragraph 1 of Article I of the Agreement be further amended by increasing the amount of edible vegetable oil to \$7.79 million, the ocean transportation cost to \$1.8 million, and the total value contemplated in the Agreement to \$15.79 million.

"The Government of the Republic of Tunisia will export no more than 44,000 metric tons of olive oil to traditional destinations during the period from November 1, 1963 to October 31, 1964, including not more than 4,000 metric tons to countries unfriendly to the United States. Exports in excess of this maximum will be permitted only on condition that they are to countries friendly to the United States and are offset by commercial purchases of equal quantities of edible vegetable oils from the United States during the same period.

"The Government of the United States proposes that this note and your reply concurring therein constitute an agreement between the two Governments to enter into force on the date of your reply."

I have the honor to confirm to you the agreement of the Tunisian Government to the foregoing.

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

For the Secretary of State for
Plan and Finance:

B. ENNAJI

B. Ennaji
Le Chef de Cabinet

His Excellency

FRANCIS H. RUSSELL,
Ambassador of the
United States of America
at Tunis.

TUNISIA

Education: Commission for Educational Exchange and Financing of Programs

*Agreement signed at Tunis November 18, 1963;
Entered into force November 18, 1963.*

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF TUNISIA FOR FINANCING CERTAIN ED- UCATIONAL EXCHANGE PRO- GRAMS

The Government of the United States of America and the Government of Tunisia:

Desiring to promote further mutual understanding between the peoples of the United States of America and Tunisia by a wider exchange of knowledge and professional talents through educational activities;

Considering that the Secretary of State of the United States of America may enter into an agreement for financing certain educational exchange programs from funds held or available for expenditure by the United States for such purposes;

Have agreed as follows:

ARTICLE 1

There shall be established a commission to be known as the Commission for Educational Exchange between the United States of America

ACCORD ENTRE LE GOUVER- NEMENT DES ETATS-UNIS D'AMERIQUE ET LE GOUVER- NEMENT DE LA REPUBLI- QUE TUNISIENNE POUR LE FINANCEMENT DE CERTAINS PROGRAMMES D'ECHANGES EDUCATIFS

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République tunisienne,

Désirant promouvoir une plus grande compréhension mutuelle entre le peuple des Etats-Unis d'Amérique et le peuple de Tunisie par un échange plus vaste de connaissances et de talents professionnels dans le cadre des activités éducatives;

Considérant que le Secrétaire d'Etat des Etats-Unis d'Amérique peut conclure un accord pour le financement de certains programmes d'échanges éducatifs à l'aide de fonds détenus ou disponibles pour les dépenses engagées par les Etats-Unis à ces fins,

Sont convenus de ce qui suit:

ARTICLE PREMIER

Il sera créé une commission dénommée la Commission des échanges éducatifs (désignée ci-après "la Commission") qui sera reconnue par le

and Tunisia (hereinafter designated "the Commission"), which shall be recognized by the Government of the United States of America and the Government of Tunisia as an organization created and established to facilitate the administration of an educational program to be financed by funds made available to the Commission by the Government of the United States of America from funds held or available for expenditures by the United States for such purpose.

Except as provided in Article 3 hereof the Commission shall be exempt from the domestic and local laws of the United States of America as they relate to the use and expenditure of currencies and credits for currencies for the purposes set forth in the present Agreement. Such funds as well as the office equipment and supplies acquired for the furtherance of the Agreement shall be regarded in Tunisia as property of a foreign government.

The funds made available under the present Agreement, within the conditions and limitations hereinafter set forth, shall be used by the Commission or such other instrumentality as may be agreed upon by the Government of the United States of America and the Government of Tunisia for the purposes of:

1) financing studies, research, instruction, and other educational activities (i) of or for citizens and nationals of the United States of America in Tunisia, and (ii) of or for citizens and nationals of Tunisia in United States of America schools and institutions of learning located in or outside the United States of America; and

2) financing visits and interchanges between the United States of America

Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République tunisienne en tant qu'organes institués et établis afin de faciliter la gestion d'un programme éducatif devant être financé à l'aide des sommes mises à la disposition de la Commission par le Gouvernement des Etats-Unis d'Amérique et provenant de fonds détenus ou disponibles pour les dépenses des Etats-Unis à cette fin.

A l'exception des dispositions prévues à l'Article 3 du présent Accord, la Commission ne sera pas assujettie aux lois intérieures et locales en vigueur aux Etats-Unis d'Amérique dans la mesure où celles-ci ont trait à l'utilisation et aux dépenses de devises et de crédits aux fins stipulées dans le présent Accord. Ces fonds, ainsi que le matériel et les fournitures de bureau acquis aux fins d'application de l'Accord, seront considérés en Tunisie comme la propriété d'un gouvernement étranger.

Les fonds rendus disponibles en vertu du présent Accord, dans les conditions et limites énoncées ci-après, seront utilisés par la Commission ou par tout autre intermédiaire dont il serait convenu par le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République tunisienne en vue de:

1) financer les études, les travaux de recherche, l'instruction et autres activités éducatives (i) en Tunisie, de citoyens et nationaux des Etats-Unis d'Amérique et (ii) de citoyens et nationaux tunisiens dans des écoles et établissements scolaires des Etats-Unis d'Amérique situés aux Etats-Unis d'Amérique ou en dehors de ces derniers; et

2) financer les visites et les échanges entre les Etats-Unis d'Amérique et la

and Tunisia of students, trainees, teachers, instructors, and professors.

ARTICLE 2

In furtherance of the aforementioned purposes, the Commission may, subject to the provisions of the present Agreement, exercise all powers necessary to the carrying out of the purposes of the present Agreement, including the following:

1) Plan, adopt and carry out programs in accordance with the purposes of the present Agreement.

2) Recommend to the Board of Foreign Scholarships of the United States of America, students, trainees, professors, research scholars, teachers, and instructors resident in Tunisia, and institutions of Tunisia qualified to participate in the program.

3) Recommend to the aforesaid Board of Foreign Scholarships such qualifications for the selection of participants in the program as it may deem necessary for achieving the purpose and objectives of the present Agreement.

4) Acquire, hold, and dispose of property (other than real estate) in the name of the Commission as the Commission may consider necessary or desirable, provided, however, that the leasing of adequate housing and facilities for the activities of the Commission will be assured.

5) Authorize the Treasurer of the Commission or such other person as the Commission may designate to receive funds to be deposited in bank accounts in the name of the Treasurer of the Commission or such other person as may be designated. The appointment of the Treasurer or such designee shall be approved by the Secretary of State of the United States

Tunisie d'étudiants, de stagiaires, d'instituteurs, d'instructeurs et de professeurs.

ARTICLE 2

En vue d'atteindre les buts précités, la Commission peut, sous réserve des dispositions du présent Accord, exercer tous les pouvoirs nécessaires à la réalisation des objectifs du présent Accord, y compris les suivants:

1) Concevoir, adopter et mettre à exécution des programmes conformément aux buts du présent Accord.

2) Recommander au Conseil des bourses étrangères des Etats-Unis d'Amérique des étudiants, des stagiaires, des professeurs, des chercheurs, des instituteurs et des instructeurs résidant en Tunisie, ainsi que des institutions de Tunisie qualifiées pour participer au programme.

3) Recommander au susdit Conseil des bourses étrangères les qualifications requises pour la sélection des participants au programme, selon qu'elle le jugera nécessaire pour répondre aux fins et aux objectifs du présent Accord.

4) Acquérir, détenir et disposer des biens (autres que les biens immobiliers) au nom de la Commission selon que celle-ci le jugera nécessaire ou désirable, à condition, toutefois, que la location de locaux et d'installations adéquats pour les activités de la Commission soit assurée.

5) Autoriser le Trésorier de la Commission ou toute autre personne que la Commission pourrait désigner à recevoir les fonds qui seront déposés dans des comptes en banque au nom du Trésorier de la Commission ou de la personne qui aura été désignée. La nomination du Trésorier ou de la personne désignée à cet effet sera approuvée par le Secrétaire d'Etat des Etats-

of America. The treasurer shall deposit funds received in a depository or depositories designated by the Secretary of State of the United States of America.

6) Authorize the disbursement of funds and the making of grants and advances of funds for the authorized purposes of the present Agreement, including payment for transportation, tuition, maintenance, and other expenses incident thereto.

7) Provide for periodic audits of the accounts of the Treasurer of the Commission as directed by auditors selected by the Secretary of State of the United States of America.

8) Incur administrative expenses as may be deemed necessary out of funds made available under the present Agreement.

9) With the approval of the Secretary of State of the United States of America and the Government of Tunisia, administer or assist in administering or otherwise facilitate other programs in furtherance of the purposes of the present Agreement.

ARTICLE 3

All commitments, obligations, and expenditures authorized by the Commission shall be made in accordance with an annual budget, to be approved by the Secretary of State of the United States of America.

ARTICLE 4

The Commission shall consist of eight members, four of whom shall be citizens of the United States of America and four of whom shall be citizens of Tunisia. The principal officer in charge of the Diplomatic Mission of the United States of America to Tunisia (hereinafter designated "Chief of Mission") and the

Unis d'Amérique. Le Trésorier déposera les fonds reçus dans le dépôt ou les dépôts désignés par le Secrétaire d'Etat des Etats-Unis d'Amérique.

6) Autoriser le déboursement de fonds et l'octroi de bourses et d'avances de fonds aux fins autorisées par le présent Accord, y compris le paiement des frais de déplacement, de scolarité, d'entretien et autres dépenses connexes.

7) Prévoir la vérification périodique des comptes du Trésorier de la Commission selon les instructions des experts comptables choisis par le Secrétaire d'Etat des Etats-Unis d'Amérique.

8) Engager les dépenses administratives jugées nécessaires en prélevant sur les fonds rendus disponibles en vertu du présent Accord.

9) Avec l'approbation du Secrétaire d'Etat des Etats-Unis d'Amérique et du Gouvernement de la République tunisienne, administrer ou aider à l'administration, ou encore faciliter d'autres programmes aux fins de réaliser les objectifs du présent Accord.

ARTICLE 3

Tous les engagements financiers, obligations et dépenses autorisés par la Commission seront effectués conformément à un budget annuel, qui sera approuvé par le Secrétaire d'Etat des Etats-Unis d'Amérique.

ARTICLE 4

La Commission sera composée de huit membres, dont quatre seront citoyens des Etats-Unis et quatre citoyens tunisiens. L'agent principal chargé de la Mission diplomatique des Etats-Unis d'Amérique en Tunisie (ci-après dénommé "Chef de Mission") et le Secrétaire d'Etat tunisien à l'Education Nationale (ou leurs sup-

Minister of Education of Tunisia (or their respective designees) shall be Co-chairmen of the Commission, and shall preside alternately at meetings of the Commission. The other citizens of the United States of America on the Commission, at least one of whom shall be an officer of the United States Foreign Service establishment in Tunisia, shall be appointed and removed by the Chief of Mission, and one of them shall serve as Treasurer of the Commission. The other Tunisian members shall be appointed and removed by the Government of Tunisia.

The members shall serve from the time of their appointment until the following December 31 and shall be eligible for reappointment. Vacancies by reason of resignation, transfer of residence outside of Tunisia, expiration of service, or otherwise, shall be filled in accordance with the appointment procedure set forth in this article.

The members shall serve without compensation but the Commission may authorize the payment of the necessary expenses of the members in attending the meetings of the Commission and in performing other official duties assigned by the Commission.

ARTICLE 5

The Commission shall adopt such by-laws and appoint such committees as it shall deem necessary for the conduct of the affairs of the Commission.

ARTICLE 6

Reports acceptable in form and content to the Secretary of State of the United States of America shall be made annually on the activities of the

pléants respectifs) seront Co-Présidents de la Commission et présideront alternativement les réunions de cette dernière. Les autres citoyens américains membres de la Commission, dont un au moins sera un agent du Service diplomatique et consulaire des Etats-Unis en Tunisie, seront nommés et révoqués par le Chef de Mission; l'un d'eux fera fonction de Trésorier de la Commission. Quant aux membres tunisiens de la Commission, ils seront nommés et révoqués par le Gouvernement tunisien.

Les membres exerceront leurs fonctions à partir de la date de leur nomination jusqu'au 31 Décembre suivant et seront rééligibles. Il sera pourvu aux sièges devenant vacants pour cause de démission, de changement de domicile en dehors de la Tunisie, d'expiration de service ou pour toute autre cause, conformément à la procédure de nomination ainsi qu'il est stipulé dans le présent Accord.

Les membres serviront sans rémunération, mais la Commission pourra autoriser le remboursement des frais nécessaires encourus par les membres à l'occasion des réunions de la Commission et dans l'exercice d'autres fonctions officielles que leur confiera la Commission.

ARTICLE 5

La Commission adoptera les règlements et nommera les comités qu'elle jugera nécessaires pour la conduite des affaires de la Commission.

ARTICLE 6

Des rapports susceptibles d'être acceptés par le Secrétaire d'Etat des Etats-Unis d'Amérique, quant au fond et à la forme, seront rédigés annuelle-

Commission to the Secretary of State of the United States of America and to the Government of Tunisia.

ARTICLE 7

The principal office of the Commission shall be in the capital city of Tunisia, but meetings of the Commission and any of its committees may be held in such other places as the Commission may from time to time determine, and the activities of any of the Commission's officers or staff may be carried on at such places as may be approved by the Commission.

ARTICLE 8

The Government of the United States of America and the Government of Tunisia agree that there may be used for the purposes of this Agreement any funds, including the equivalent of not less than \$100,000 in currency of Tunisia, held or available for expenditure by the Government of the United States of America for such purposes.

The performance of this Agreement shall be subject to the availability of appropriations to the Secretary of State of the United States of America when required by the laws of the United States of America.

The Secretary of State of the United States of America will make available for expenditure as authorized by the Commission funds in such amounts as may be required for the purposes of this Agreement but in no event may amounts in excess of the budgetary limitations established pursuant to Article 3 of the present Agreement be expended by the Commission.

ment sur les activités de la Commission en vue d'être soumis au Secrétaire d'Etat des Etats-Unis d'Amérique et au Gouvernement tunisien.

ARTICLE 7

Le bureau principal de la Commission sera situé dans la capitale de la Tunisie, mais les réunions de la Commission ou de l'un quelconque de ses comités pourront se tenir en tels autres lieux que la Commission pourra désigner de temps à autre, et les activités de tout membre de la Commission ou de son personnel pourront être poursuivies à tels endroits que la Commission pourra convenir.

ARTICLE 8

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République tunisienne sont convenus qu'aux fins d'application du présent Accord, il pourra être fait usage de tous fonds, y compris l'équivalent d'au moins 100.000 dollars en monnaie tunisienne, détenus ou disponibles pour les dépenses engagées par le Gouvernement des Etats-Unis d'Amérique à ces fins.

L'exécution du présent Accord dépendra de la disponibilité des crédits accordés au Secrétaire d'Etat des Etats-Unis d'Amérique, selon les dispositions prévues par les lois des Etats-Unis d'Amérique.

Le Secrétaire d'Etat des Etats-Unis d'Amérique rendra disponibles afin de pourvoir aux dépenses autorisées par la Commission, les sommes qui seront nécessaires aux fins d'application du présent Accord, mais en aucun cas la Commission ne pourra dépenser des sommes excédant les limites budgétaires établies en vertu de l'Article 3 du présent Accord.

ARTICLE 9

The Government of the United States of America and the Government of Tunisia shall make every effort to facilitate the exchange of persons programs authorized in this agreement and to resolve problems which may arise in the operations thereof.

ARTICLE 10

United States citizens employed by the Commission and United States grantees engaged in educational or cultural activities in Tunisia under the auspices of the Commission, and accompanying members of their families, shall be exempt from all Tunisian income taxes and from all taxes, including customs duties, excises, and surtaxes, on personal property intended for their own use. Such persons shall also be relieved of restrictions in Tunisia affecting their entry, travel, residence, and exit as may be necessary for the effective operation of the programs envisioned by this Agreement.

ARTICLE 11

Wherever, in the present Agreement, the term "Secretary of State of the United States of America" is used, it shall be understood to mean the Secretary of State of the United States of America or any officer or employee of the Government of the United States of America designated by him to act in his behalf.

ARTICLE 12

The present Agreement may be amended by the exchange of diplo-

ARTICLE 9

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République tunisienne s'efforceront dans toute la mesure de leurs moyens de faciliter l'échange des participants aux programmes autorisés aux termes du présent Accord et de résoudre les problèmes qui pourraient surgir au cours de l'exécution desdits programmes.

ARTICLE 10

Les citoyens des Etats-Unis employés par la Commission, de même que ceux qui bénéficient d'une subvention et se consacrent à des activités éducatives ou culturelles en Tunisie sous les auspices de la Commission, ainsi que les membres de leurs familles qui les accompagnent seront exemptés de tous impôts tunisiens sur le revenu et de toutes taxes, y compris les droits de douane, les contributions indirectes et les surtaxes sur les biens personnels réservés à leur propre usage. En outre, ces personnes ne seront pas soumises en Tunisie aux restrictions affectant leur entrée, leurs déplacements, leur résidence et leur sortie qui seraient nécessaires à la bonne marche des programmes envisagés dans le présent Accord.

ARTICLE 11

Chaque fois que, dans le présent Accord, il est fait emploi de l'expression "Secrétaire d'Etat des Etats-Unis d'Amérique", il faut entendre le Secrétaire d'Etat des Etats-Unis d'Amérique ou tout administrateur ou employé du Gouvernement des Etats Unis d'Amérique désigné par lui pour agir en son nom.

ARTICLE 12

Le présent Accord pourra être modifié par un échange de notes

matic notes between the Government of the United States of America and the Government of Tunisia.

The present Agreement shall come into force upon the date of signature.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed the present Agreement.

Done at Tunis in duplicate, this 18th day of November, 1963

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Francis H. Russell [1]

FOR THE GOVERNMENT OF TUNISIA

[Signature] [2]

POUR LE GOUVERNEMENT DE LA REPUBLIQUE TUNISIENNE

diplomatiques entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République tunisienne.

Le présent Accord entrera en vigueur à la date de sa signature.

EN FOI DE QUOI les soussignés, dûment autorisés aux fins des présentes par leurs Gouvernements respectifs ont signé le présent Accord.

Fait à Tunis, en double exemplaire, le 18 Novembre 1963

POUR LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE

¹ Francis H. Russell.
² Mahmoud Massadi.

UNITED ARAB REPUBLIC

Trade in Cotton Textiles

*Agreement effected by exchange of notes
Signed at Cairo December 4, 1963;
Entered into force December 4, 1963;
Operative October 1, 1963.*

*The American Ambassador to the Deputy Minister of Foreign Affairs of
the United Arab Republic*

No. 380

EXCELLENCY:

I have the honour to refer to recent discussions in Cairo between representatives of the Government of the United States of America and the Government of the United Arab Republic concerning trade in cotton textiles between the United Arab Republic and the United States.

As a result of these discussions, I have the honour to propose the following agreement relating to trade in cotton textiles between the United Arab Republic and the United States:

1. The Government of the United Arab Republic shall limit its annual exports to the United States in all categories of cotton textiles at the levels specified in the following schedule:

October 1, 1963–September 30, 1964	42,000,000 square yards
October 1, 1964–September 30, 1965	46,000,000 square yards
October 1, 1965–September 30, 1966	50,000,000 square yards
October 1, 1966–September 30, 1967	51,000,000 square yards

2. Within the aggregate annual limits specified in paragraph 1, the following specific ceilings shall apply except as modified by paragraph 4 below:

- a. Categories 1 and 2 2,100,000 pounds
(Within this ceiling, annual exports in Category 1 and Category 2 shall not exceed 2,000,000 pounds and 300,000 pounds respectively.)
 - b. Categories 3 and 4 500,000 pounds
(Within this ceiling, annual exports in Category 4 shall not exceed 52,500 pounds.)

- c. Categories 9 and 26 22,200,000 square yards
 (Within this ceiling, annual exports in Category 9 and Category 26 shall not exceed 14,500,000 square yards and 13,250,000 square yards respectively.)

- d. Category 60 15,000 dozen

3. Within the aggregate annual limits specified in paragraph 1, the following additional specific annual ceilings shall apply on an aggregate basis for Categories 16, 21, 22 and 27:

October 1, 1963–September 30, 1964	6,850,000 square yards
October 1, 1964–September 30, 1965	7,500,000 square yards
October 1, 1965–September 30, 1966	7,850,000 square yards
October 1, 1966–September 30, 1967	8,250,000 square yards

Within these annual aggregate specific ceilings, the following subceilings may be exceeded by not more than 5 percent:

Category 16	3,150,000 square yards
Category 21	2,100,000 square yards
Category 22	500,000 square yards
Category 27	2,100,000 square yards

4. The limitations on exports established by paragraph 2 as well as the subceilings for categories 16, 21, 22 and 27 established by paragraph 3 shall be increased by 5 percent for the twelve-month period beginning October 1, 1964 and, on a cumulative basis, for each subsequent twelve-month period.

5. Any shortfalls occurring in the appropriate aggregate annual limit established by paragraph 3 may be used for any category not given a specific ceiling. Annual exports in Categories or groups of Categories not given specific ceilings shall not exceed the levels specified in the following schedule except by mutual agreement of the two Governments:

- a. Categories 45 and 50:

October 1, 1963–September 30, 1964	330,000 square yards equivalent
October 1, 1964–September 30, 1965	300,000 square yards equivalent
October 1, 1965–September 30, 1966	250,000 square yards equivalent
October 1, 1966–September 30, 1967	250,000 square yards equivalent

- b. All other Categories or groups of Categories not given specific ceilings:

October 1, 1963–September 30, 1964	300,000 square yards equivalent
------------------------------------	------------------------------------

October 1, 1964–September 30, 1965	250,000 square yards equivalent
October 1, 1965–September 30, 1966	200,000 square yards equivalent
October 1, 1966–September 30, 1967	200,000 square yards equivalent

6. With the exception of seasonal items, the Government of the United Arab Republic shall space its annual exports within each Category or groups of Categories given a specific ceiling on a cumulative, quarterly percentage basis of 30-55-80-100.

7. During the life of this agreement, the United States Government shall not exercise its rights under Article 3 of the Long-Term Arrangement Regarding International Trade in Cotton Textiles done at Geneva on February 9, 1962 [1] to request restraint on the export of cotton textiles to the United States from the United Arab Republic. All other relevant provisions of the Long-Term Arrangement shall remain in effect between the two Governments.

8. In the event concentration in exports from the United Arab Republic to the United States of items of apparel made up of a particular fabric causes or threatens to cause market disruption in the United States, the Government of the United States may call for consultations with the Government of the United Arab Republic in order to reach a mutually satisfactory solution to the problem. The Government of the United Arab Republic shall agree to enter into such consultation, and, during the course thereof, shall limit its exports of the item in question at an annual level of 105 percent of its exports of the item in question during the twelve-month period immediately preceding the month in which consultations are requested.

9. Each Government agrees to supply promptly any available statistical data requested by the other Government. In the implementation of this agreement, the system of Categories and the factors for conversion into square yard equivalents set forth in the annex to this agreement shall apply.

10. The Governments agree to consult on any question arising in the implementation of this agreement. In particular, the Government of the United States agrees to undertake, at the request of the Government of the United Arab Republic, a joint re-examination of the aggregate ceilings established in paragraph 1 of this agreement in the light of developments in the United Arab Republic cotton textile industry, the performance record of the United Arab Republic in meeting ceilings established by this agreement, and the condition of the United States cotton textile market.

11. This agreement shall continue in force through September 30, 1967, provided that either Government may propose revisions in the terms of the agreement no later than 90 days prior to the beginning of a new twelve-month period, and provided further that either

¹ TIAS 5240; 13 UST 2675.

Government may terminate this agreement effective at the beginning of a new twelve-month period by written notice to the other Government given at least 90 days prior to the beginning of such new twelve-month period.

If these proposals are acceptable to the Government of the United Arab Republic, this note and your Excellency's note of acceptance on behalf of the Government of the United Arab Republic shall constitute an agreement between our Governments, effective October 1, 1963.

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

JOHN S. BADEAU

Done in Cairo on December 4, 1963

His Excellency

Mr. HUSSEIN ZULFACAR SABRY

*Deputy Minister of Foreign Affairs,
Cairo.*

ANNEXCotton Textile Categories and Conversion Factors

<u>List of Categories</u>	<u>Unit</u>	<u>Conversion Factor (square yards)</u>
1. Cotton yarn, singles, carded, not ornamented, etc.	lbs.	4.6
2. Cotton yarn, plied, carded, not ornamented, etc.	"	4.6
3. Cotton yarn, singles, combed, not ornamented, etc.	"	4.6
4. Cotton yarn, plied, combed, not ornamented, etc.	"	4.6
5. Ginghams, carded yarn	sq. yds.	1.0
6. Ginghams, combed yarn	" "	"
7. Velveteens	" "	"
8. Corduroy	" "	"
9. Sheetings, carded yarn	" "	"
10. Sheetings, combed yarn	" "	"
11. Lawns, carded yarn	" "	"
12. Lawns, combed yarn	" "	"
13. Voiles, carded yarn	" "	"
14. Voiles, combed yarn	" "	"
15. Poplin and broadcloth, carded yarn	" "	"
16. Poplin and broadcloth, combed yarn	" "	"
17. Typewriter ribbon cloth	" "	"
18. Print cloth, shirting type, 80 x 80 type, carded yarn	" "	"
19. Print cloth, shirting type, other than 80 x 80 type, carded yarn	" "	"
20. Shirting, carded yarn	" "	"
21. Shirting, combed yarn	" "	"
22. Twill and sateen, carded yarn	" "	"
23. Twill and sateen, combed yarn	" "	"
24. Yarn-dyed fabrics, n.e.s., carded yarn	" "	"
25. Yarn-dyed fabrics, n.e.s., combed yarn	" "	"
26. Fabrics, n.e.s., carded yarn	" "	"
27. Fabrics, n.e.s., combed yarn	" "	"
28. Pillowcases, plain, carded yarn	numbers	1.084
29. Pillowcases, plain, combed yarn	"	"
30. Dish towels	"	.348
31. Towels, other than dish towels	"	"
32. Handkerchiefs	dozens	1.66
33. Table damasks and manufactures	lbs.	3.17

Cotton Textile Categories and Conversion Factors

<u>List of Categories</u>	<u>Unit</u>	<u>Conversion Factor (square yards)</u>
34. Sheets, carded yarn	numbers	6. 2
35. Sheets, combed yarn	"	"
36. Bedspreads, including quilts	"	6. 9
37. Braided and woven elastics	lbs.	4. 6
38. Fishing nets	"	"
39. Gloves and mittens	dozens	3. 527
40. Hose and half hose	dozen pairs	4. 6
41. Men's and boys' all white T. Shirts	dozen	7. 234
42. Other T. Shirts	"	"
43. Knitshirts, other than T. shirts and Sweatshirts (including infants)	"	"
44. Sweaters and cardigans	"	36. 8
45. Men's and boys' shirts, dress, not knit or crocheted	"	22. 186
46. Men's and boys' shirts, sport, not knit or crocheted	"	24. 457
47. Men's and boys' shirts, work, not knit or crocheted	"	22. 186
48. Raincoats, $\frac{3}{4}$ length or over	"	50. 0
49. All other coats	"	32. 5
50. Men's and boys' trousers, slacks and shorts, outer, whether or not in sets, not knit or crocheted	"	17. 797
51. Women's, misses' and children's trousers, slacks and shorts, outer, whether or not in sets, not knit or crocheted	"	"
52. Blouses, whether or not in sets	"	14. 53
53. Women's, misses', children's and infants' dresses (including nurses' and other uniform dresses), not knit or crocheted	"	45. 3
54. Playsuits, sunsuits, washsuits, creepers, rompers, etc. (except blouses and shorts; blouses and trousers; or blouses, shorts and skirt sets)	"	25. 0
55. Dressing gowns, including bathrobes and beachrobes, lounging gowns, dusters and housecoats, not knit or crocheted	"	51. 0
56. Men's and boys' undershirts (not T. shirts)	"	9. 2
57. Men's and boys' briefs and undershorts	"	11. 25
58. Drawers, shorts and briefs (except men's and boys' briefs), knit or crocheted	"	5. 0
59. All other underwear, not knit or crocheted	"	16. 0
60. Nightwear and pajamas	"	51. 96

Cotton Textile Categories and Conversion Factors

<u>List of Categories</u>	<u>Unit</u>	<u>Conversion Factor (square yards)</u>
61. Brassieres and other body supporting garments	dozen	4.75
62. Other knitted or crocheted clothing	lbs.	4.6
63. Other clothing, not knit or crocheted	"	"
64. All other cotton textile items	"	"

Apparel items exported in sets shall be recorded under separate categories of the component items.

*The Deputy Minister of Foreign Affairs of the United Arab Republic
to the American Ambassador*

EXCELLENCY

I have the honour to acknowledge receipt of your note dated December 4th, 1963, which reads as follows:

"I have the honour to refer to recent discussions in Cairo between representatives of the Government of the United States of America and the Government of the United Arab Republic concerning trade in cotton textiles between the United Arab Republic and the United States/

As a result of these discussions, I have the honour to propose the following agreement relating to trade in cotton textiles between the United Arab Republic and the United States:

1. The Government of the United Arab Republic shall limit its annual exports to the United States in all categories of cotton textiles at the levels specified in the following schedule:

October 1, 1963–September 30, 1964 42,000,000 square yards

October 1, 1964-September 30, 1965 46,000,000 square yards

October 1, 1965-September 30, 1966 50,000,000 square yards

October 1, 1966–September 30, 1967 51,000,000 square yards

2. Within the aggregate annual limits specified in paragraph 1, the following specific ceilings shall apply except as modified by paragraph 4 below:

- a. Categories 1 and 2 2,100,000 pounds
(Within this ceiling, annual exports in Category 1 and Category 2 shall not exceed 2,000,000 pounds and 300,000 pounds respectively.)

- b. Categories 3 and 4 500,000 pounds
(Within this ceiling, annual exports in Category 4 shall not exceed 52,500 pounds.)

- c. Categories 9 and 26 22,200,000 square yards
 (Within this ceiling, annual exports in Category 9 and Category 26 shall not exceed 14,500,000 square yards and 13,250,000 square yards respectively.)

- d. Category 60 15,000 dozen

3. Within the aggregate annual limits specified in paragraph 1, the following additional specific annual ceilings shall apply on an aggregate basis for Categories 16, 21, 22 and 27:

October 1, 1963–September 30, 1964 6,850,000 square yards

October 1, 1964–September 30, 1965 7,500,000 square yards

October 1, 1965–September 30, 1966 7,850,000 square yards

October 1, 1966–September 30, 1967 8,250,000 square yards

Within these annual aggregate specific ceilings, the following subceilings may be exceeded by not more than 5 percent:

Category 16	3,150,000 square yards
Category 21	2,100,000 square yards
Category 22	500,000 square yards
Category 27	2,100,000 square yards

4. The limitations on exports established by paragraph 2 as well as the subceilings for categories 16, 21, 22 and 27 established by paragraph 3 shall be increased by 5 percent for the twelve-month period beginning October 1, 1964 and, on a cumulative basis, for each subsequent twelve-month period.

5. Any shortfalls occurring in the appropriate aggregate annual limit established by paragraph 3 may be used for any category not given a specific ceiling. Annual exports in Categories or groups of Categories not given specific ceilings shall not exceed the levels specified in the following schedule except by mutual agreement of the two Governments:

a. Categories 45 and 50:

October 1, 1963–September 30, 1964 350,000 square yards
 equivalent

October 1, 1964–September 30, 1965 300,000 square yards
 equivalent

October 1, 1965–September 30, 1966 250,000 square yards
 equivalent

October 1, 1966–September 30, 1967 250,000 square yards
 equivalent

b. All other Categories or groups of Categories not given specific ceilings:

October 1, 1963–September 30, 1964 300,000 square yards
 equivalent

October 1, 1964—September 30, 1965	250,000 square yards equivalent
October 1, 1965—September 30, 1966	200,000 square yards equivalent
October 1, 1966—September 30, 1967	200,000 square yards equivalent

6. With the exception of seasonal items, the Government of the United Arab Republic shall space its annual exports within each Category or groups of Categories given a specific ceiling on a cumulative, quarterly percentage basis of 30-55-80-100.

7. During the life of this agreement, the United States Government shall not exercise its rights under Article 3 of the Long-Term Arrangement Regarding International Trade in Cotton Textiles done at Geneva on February 9, 1962 to request restraint on the export of cotton textiles to the United States from the United Arab Republic. All other relevant provisions of the Long-Term Arrangement shall remain in effect between the two Governments.

8. In the event concentration in exports from the United Arab Republic to the United States of items of apparel made up of a particular fabric causes or threatens to cause market disruption in the United States, the Government of the United States may call for consultations with the Government of the United Arab Republic in order to reach a mutually satisfactory solution to the problem. The Government of the United Arab Republic shall agree to enter into such consultation, and, during the course thereof, shall limit its exports of the item in question at an annual level of 105 percent of its exports of the item in question during the twelve-month period immediately preceding the month in which consultations are requested.

9. Each Government agrees to supply promptly any available statistical data requested by the other Government. In the implementation of this agreement, the system of Categories and the factors for conversion into square yard equivalents set forth in the annex [¹] to this agreement shall apply.

10. The Governments agree to consult on any question arising in the implementation of this agreement. In particular, the Government of the United States agrees to undertake, at the request of the Government of the United Arab Republic, a joint re-examination of the aggregate ceilings established in paragraph 1 of this agreement in the light of developments in the United Arab Republic cotton textile industry, the performance record of the United Arab Republic in meeting ceilings established by this agreement, and the condition of the United States cotton textile market.

11. This agreement shall continue in force through September 30, 1967, provided that either Government may propose revisions in the terms of the agreement no later than 90 days prior to the beginning

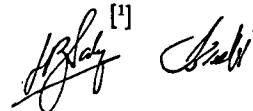
¹ Identical text of annex enclosed with the United Arab Republic note is not printed. See *ante*, p. 1893.

of a new twelve-month period, and provided further that either Government may terminate this agreement effective at the beginning of a new twelve-month period by written notice to the other Government given at least 90 days prior to the beginning of such new twelve-month period.

If these proposals are acceptable to the Government of the United Arab Republic, this note and your excellency's note of acceptance on behalf of the Government of the United Arab Republic shall constitute an agreement between our Governments, effective October 1, 1963"

I have the honour to inform you that the terms of the foregoing note are acceptable to the Government of the United Arab Republic and that the Government of the United Arab Republic considers your note and the present reply as constituting an agreement between our two Governments on this subject, effective October 1, 1963.

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

The image shows a handwritten signature in black ink. The signature appears to begin with 'H Z' followed by 'Sabry'. There is a small bracketed superscript '[1]' positioned above the top part of the signature.

Done in Cairo on December 4th, 1963

His Excellency

Mr. JOHN S. BADEAU

*Ambassador Extraordinary and
Plenipotentiary of the United States
of America.*

¹ H Z Sabry.

UNITED KINGDOM OF GREAT BRITAIN AND
NORTHERN IRELAND

Double Taxation: Taxes on Income

Agreement relating to the continued application to Southern Rhodesia, Northern Rhodesia, and Nyasaland of the convention of April 16, 1945, as modified.

Effectuated by exchange of notes

Signed at Washington December 31, 1963;

Entered into force December 31, 1963.

The British Ambassador to the Secretary of State

BRITISH EMBASSY,
WASHINGTON, D.C.
December 31, 1963.

No. 488

SIR,

I have the honour, upon instructions from Her Majesty's Principal Secretary of State for Foreign Affairs, to refer to the Exchange of Notes between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America dated the 19th of August 1957 [¹] and the 3rd of December 1958 [²] extending to certain overseas territories of the United Kingdom, including the Federation of Rhodesia and Nyasaland, on the basis therein specified, the provisions of the Convention between the United Kingdom and the United States for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Income, signed at Washington on the 16th of April 1945,[³] as later modified.

I have the honour to propose on behalf of the Government of the United Kingdom that, on dissolution of the Federation of Rhodesia and Nyasaland, the Convention, as modified and extended to the Federation, should be regarded as continuing in force in relation to Southern Rhodesia, Northern Rhodesia and Nyasaland individually and that references in the extension to the Federation should be construed accordingly.

If the foregoing proposal is acceptable to the Government of the United States, I have the honour to suggest that the present Note,

^¹ TIAS 4124; 9 UST 1329.

^² TIAS 4141; 9 UST 1459.

^³ TIAS 1546; 60 Stat. 1377.

and your reply concurring therein, should be regarded as constituting an Agreement reached between the two Governments in this matter.

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

DAVID ORMSBY GORE

The Honorable DEAN RUSK,
Secretary of State,
Washington, D.C.

The Secretary of State to the British Ambassador

DEPARTMENT OF STATE
WASHINGTON
December 31, 1963

EXCELLENCY:

I have the honor to refer to Your Excellency's note No. 488, dated December 31, 1963, in which reference is made to the Convention between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland for the avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Income, signed at Washington on April 16, 1945, as later modified, and to the exchange of notes between our two Governments, dated August 19, 1957, and December 3, 1958, extending the provisions of the above-mentioned Convention to certain overseas territories of the United Kingdom, including the Federation of Rhodesia and Nyasaland.

I have the honor to agree, on behalf of the Government of the United States, to your proposal that on the dissolution of the Federation of Rhodesia and Nyasaland, the Convention, as modified and as extended to the Federation by the above-mentioned exchange of notes, should be regarded as continuing in force in relation to Southern Rhodesia, Northern Rhodesia, and Nyasaland individually and that references to the Federation in the exchange of notes extending the Convention, as modified, should be construed accordingly.

The Government of the United States considers your note and this reply as constituting an agreement reached between our two Governments in this matter.

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

For the Secretary of State:

U. ALEXIS JOHNSON

His Excellency
The Right Honorable
Sir DAVID ORMSBY GORE, K.C.M.G.,
British Ambassador.

VENEZUELA

Trade

***Agreement relating to United States Schedule to the agreement of
November 6, 1939, as supplemented.***

Effectuated by exchange of notes

Signed at Caracas July 15 and 23, 1963;

Entered into force July 23, 1963.

The American Ambassador to the Venezuelan Minister for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Caracas, July 15, 1963

No. 23

EXCELLENCE;

I have the honor to refer to conversations which have been held between representatives of the United States and of Venezuela regarding the desire of the Government of the United States to put into effect, pursuant to the Tariff Classification Act of 1962, [¹] the proposed tariff schedules of the United States before the completion of such consultations or negotiations as may be necessary to reach agreement on the modification of the United States schedule to the trade agreement of November 6, 1939, [²] as amended and supplemented by the agreement of August 28, 1952 [³] (Schedule II), in order to conform this schedule to the Tariff Schedules of the United States.

It is my understanding of such conversations that the Government of Venezuela will not object to the prompt effectiveness of the Tariff Schedules of the United States; provided that during the period from the effective date of the said Tariff Schedules to the completion of such consultations and negotiations, the United States does not, except pursuant to the provisions of the trade agreement of November 6, 1939, as amended and supplemented, increase a column 1 rate in the said Tariff Schedules above the level provided therefor under the Tariff Classification Act, if such classification includes any product now provided for in the United States schedule described in the first paragraph of this document.

¹ 76 Stat. 72; 19 U.S.C., note preceding § 1001.

² EAS 180 : 54 Stat. 2375.

^a TIAS 2585 : 3 UST (pt. 3) 4195.

If the above also represents your understanding of these conversations, and it is agreeable to your Government, I propose that this note and your reply so indicating will constitute an agreement between our two Governments.

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

C. ALLAN STEWART

His Excellency

Dr. MARCOS FALCÓN BRICEÑO,
Minister for Foreign Affairs.

The Venezuelan Minister for Foreign Affairs to the American Ambassador

REPUBLICA DE VENEZUELA
MINISTERIO DE RELACIONES EXTERIORES

Dirección de Comercio Exterior y Consulados
No. 4400 (D)

CARACAS, 23 jul 1963

SEÑOR EMBAJADOR:

Tengo a honra en dar respuesta a la atenta nota de Vuestra Excelencia N° 23, de fecha 15 del presente mes y año, por medio de la cual tuvo a bien manifestar el deseo del Gobierno de los Estados Unidos de poner en vigor, conforme al Acta de Clasificación Tarifaria 1962, las nuevas listas tarifarias que se requieren en su país.

El Despacho a mi cargo, en nombre del Gobierno Nacional, acepta la proposición de Vuestra Excelencia siempre y cuando no haya ninguna modificación en la Lista II del Convenio Comercial del 6 de noviembre de 1939, modificado por el Convenio del 28 de agosto de 1952, excepto aquellos cambios técnicos propios de la nomenclatura revisada de la tarifa de los Estados Unidos de América, y esto, hasta tanto no finalicen las consultas con los Organismos competentes a quienes se les ha sometido el ajuste de la Lista II, a las listas tarifarias de los Estados Unidos de América.

Vuestra Excelencia se servirá tener esta respuesta como el respectivo cambio de notas de lo convenido entre el Gobierno de los Estados Unidos de América y el de Venezuela.

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

[SEAL] M FALCON B.

Marcos Falcón Briceño,
Ministro de Relaciones Exteriores.

Al Excelentísimo Señor

C. ALLAN STEWART,

*Embajador Extraordinario y Plenipotenciario.
de los Estados Unidos de América
Presente.-*

Translation

REPUBLIC OF VENEZUELA
MINISTRY OF FOREIGN AFFAIRS
Division of Foreign Trade
and Consulates

No. 4400 (D)

CARACAS, July 23, 1963

MR. AMBASSADOR:

I have the honor to reply to Your Excellency's note No. 23 dated the 15th of this month, whereby you signified the desire of the Government of the United States to put into force the new tariff schedules required in your country, in accordance with the Tariff Classification Act of 1962.

In the name of the National Government, the Ministry in my charge accepts Your Excellency's proposal, provided that no changes are made in Schedule II of the Trade Agreement of November 6, 1939, as amended by the Agreement of August 28, 1952, except for those technical changes appearing in the revised nomenclature of the tariff of the United States of America, until such time as the consultations are ended with the competent agencies to which Schedule II has been submitted for adjustment to the tariff schedules of the United States of America.

Your Excellency will please consider this reply as the exchange of notes on the points agreed upon between the Government of the United States of America and the Government of Venezuela.

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

[SEAL] M FALCON B.

Marcos Falcón Briceño
Minister for Foreign Affairs

His Excellency

C. ALLAN STEWART,

*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.*

VIET-NAM

Agricultural Commodities

Agreement amending the agreement of November 21, 1962, as amended.

Effectuated by exchange of notes

Signed at Saigon November 8, 1963;

Entered into force November 8, 1963.

The American Ambassador to the Vietnamese Minister of Foreign Affairs

No. 90

SAIGON, November 8, 1963.

EXCELLENCE:

I have the honor to refer to the Agricultural Commodities Agreement entered into by our two Governments on November 21, 1962,[¹] as amended, and to propose that Article I of this agreement be further amended by increasing sweetened condensed milk-export market value to \$11.00 million, wheat flour-export market value to \$3.69 million, ocean transportation to \$1.85 million and the total of this agreement to \$30.42 million.

If this amendment is acceptable to Your Excellency's Government, I have the honor to propose that this note together with Your Excellency's affirmative reply shall constitute an agreement between our two Governments, to enter into force on the date of Your Excellency's reply.

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

H. C. LODGE

His Excellency,

PHAM DANG LAM,

Minister of Foreign Affairs,

Saigon.

¹ TIAS 5256; 13 UST 3831.

The Vietnamese Secretary of State for Foreign Affairs to the American Ambassador

RÉPUBLIQUE DU VIÊTNAM

DÉPARTEMENT DES AFFAIRES ÉTRANGÈRES

Le Secrétaire d'Etat

No 4.409/EE.NC.

SAIGON, le 8 Novembre 1963.

EXCELLENCE,

J'ai l'honneur d'accuser réception de votre lettre No. 90 en date de ce jour dont teneur suit :

"I have the honor to refer to the Agricultural Commodities Agreement entered into by our two Governments on November 21, 1962, as amended, and to propose that Article I of this agreement be further amended by increasing sweetened condensed milk-export market value to \$11.00 million, wheat flour-export market value to \$3.69 million, ocean transportation to \$1.85 million and the total of this agreement to \$30.42 million.

If this amendment is acceptable to Your Excellency's Government, I have the honor to propose that this note together with Your Excellency's affirmative reply shall constitute an agreement between our two Governments, to enter into force on the date of Your Excellency's reply".

J'ai l'honneur de confirmer à votre Excellence que le Gouvernement de la République du Viet-Nam accepte les propositions ci-dessus, et que le présent échange de lettres constitue entre nos deux Gouvernements un accord qui entre en vigueur à partir de ce jour.

Veuillez agréer, EXCELLENCE, les assurances de mas très haute considération.

PHAM DANG LAM

Son Excellence Monsieur

HENRY CABOT LODGE

Ambassadeur Extraordinaire

et Plénipotentiaire

des Etats Unis d'Amérique

Saigon

Translation

REPUBLIC OF VIET-NAM

DEPARTMENT OF FOREIGN AFFAIRS

The Secretary of State

No. 4.409/EF.NC.

SAIGON, November 8, 1963

EXCELLENCY:

I have the honor to acknowledge receipt of your note No. 90 of this date, which reads as follows:

[The English language text of the United States note is quoted in the Vietnamese note; see *ante*, p. 1904.]

I have the honor to confirm to Your Excellency that the Government of the Republic of Viet-Nam accepts the foregoing proposals and that this exchange of notes constitutes an agreement between our two Governments which shall enter into force today.

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

PHAM DANG LAM

His Excellency

HENRY CABOT LODGE,

*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Saigon.*

ARGENTINA

Atomic Energy: Equipment for Use at La Plata University

Agreement effected by exchange of notes

*Signed at Buenos Aires November 8, 1962, and November 30, 1963;
Entered into force November 30, 1963.*

The American Ambassador to the Argentine Minister of Foreign Affairs and Worship

EMBASSY OF THE
UNITED STATES OF AMERICA
Buenos Aires, November 8, 1962

No. 59

EXCELLENCY:

I have the honor to refer to a request from the Ministry of Foreign Affairs and Worship of the Republic of Argentina for equipment to be used in nuclear research and training programs in nuclear and solid state physics at La Plata University. It now gives me pleasure, on behalf of my Government, to confirm that a grant for this purpose has now been approved.

I list below the proposed understandings on the basis of which funds are to be furnished:

1. The equipment and materials to be acquired in accordance with this note are for peaceful purposes only, and it is agreed that they will be used for no other purpose.
2. The Government of Argentina will procure, or arrange for the procurement of, all equipment and materials to be financed under this Agreement. The Government of Argentina will meet the costs of transportation, insurance while in transit, installation and operation of this equipment and material.
3. The Government of Argentina will take such measures as may be necessary to insure that at least fifty per cent of the gross tonnage of equipment and materials which are financed under this Agreement and which may be transported on ocean vessels will be transported on United States-flag vessels, to the extent that such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
4. It is agreed by the two Governments that funds obtained from the Government of the United States will be available only to purchase such equipment and materials, or their equivalents, and in amounts not

in excess of such prices as may be established by the United States Atomic Energy Commission. In accordance with this understanding, any difference between the amount established by the Commission and the actual cost of any particular item may not be applied toward the purchase of other items.

5. It is agreed that the manner and procedures for reimbursement to the Government of Argentina for procurement of equipment and materials as provided in this Note shall be established by the United States Atomic Energy Commission. The Government of Argentina will be promptly informed in this regard.

6. It is agreed that copies of technical publications which derive from the use of equipment and materials financed under this Agreement will be provided from time to time to the Government of the United States.

7. It is agreed that an appropriate plaque, acknowledging the assistance of the Government of the United States, will be permanently displayed in the laboratory in which the equipment and materials financed under this Agreement are located.

8. It is agreed that the Government of Argentina shall indemnify and save harmless the Government of the United States against any and all liabilities from any cause whatsoever, including third party liabilities, which may result from the operation or use of any equipment and materials furnished under this Agreement.

If these understandings are acceptable to the Government of Argentina, this Note and Your Excellency's reply concurring therein shall constitute an Agreement between our two Governments, which shall enter into force on the date of Your Excellency's reply.

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

ROBERT MCCLINTOCK

His Excellency

Dr. CARLOS MANUEL MUÑIZ,
Minister of Foreign Affairs and Worship,
Buenos Aires.

The Argentine Minister of Foreign Affairs and Worship to the American Ambassador

PODER EJECUTIVO NACIONAL
MINISTERIO DE RELACIONES EXTERIORES Y CULTO

Nº 2182

BUENOS AIRES, 30 de Noviembre de 1963

SEÑOR EMBAJADOR:

Tengo el agrado de dirigirme a Vuestra Excelencia con relación a su nota del 8 de noviembre de 1962 por la que proponía, en nombre del Gobierno de los Estados Unidos, el siguiente Acuerdo referente a la

petición por parte del Gobierno argentino de fondos por un valor de 40.500 dólares para adquisición de equipo a emplearse en investigación nuclear y programas de instrucción en física nuclear y en física del estado sólido, en la Universidad Nacional de La Plata:

1.- El material e instrumental a adquirirse de conformidad con la presente nota se destinan únicamente a fines pacíficos, quedando entendido que no se utilizarán con ningún otro propósito.

2.- El Gobierno argentino adquirirá, o dispondrá la adquisición de todo material e instrumental a financiarse bajo el presente Acuerdo. El Gobierno argentino sufragará el costo de transporte, seguro en tránsito, instalación y funcionamiento de dicho material e instrumental.

3.- El Gobierno argentino tomará las medidas que sean necesarias para asegurar que por lo menos cincuenta por ciento del tonelaje bruto del material e instrumental que se financie bajo el presente Acuerdo y sea transportado por vía marítima, lo sea en barcos de bandera estadounidense, en la medida en que tales barcos se hallen disponibles a precios justos y razonables para los buques mercantes de los Estados Unidos.

4.- Queda entendido entre ambos Gobiernos que los fondos obtenidos del Gobierno de los Estados Unidos se harán disponibles únicamente para la adquisición de dicho material e instrumental, o su equivalente, y en cantidades que no excedan los precios que establezca la Comisión de Energía Atómica de los Estados Unidos. En conformidad con este Acuerdo, cualquier diferencia que haya entre la cantidad que establezca dicha Comisión y el costo real de un artículo específico no será destinada a la adquisición de otros artículos.

5.- Queda entendido que la forma y procedimiento a seguir para reembolsar al Gobierno argentino por la adquisición del material e instrumental según lo dispone la presente Nota, serán los que establezca la Comisión de Energía Atómica de los Estados Unidos. El Gobierno argentino será informado puntualmente al respecto.

6.- Queda entendido que de tiempo en tiempo se proporcionará al Gobierno de los Estados Unidos ejemplares de publicaciones técnicas resultantes del uso de material e instrumental financiados bajo el presente Acuerdo.

7.- Queda entendido que una placa adecuada, como testimonio de la ayuda del Gobierno de los Estados Unidos, estará en exhibición permanente en el laboratorio donde se coloque el material e instrumental financiados bajo el presente Acuerdo.

8.- Queda entendido que el Gobierno argentino indemnizará y liberará al Gobierno de los Estados Unidos de toda y cualquiera responsabilidad por causa alguna, incluso responsabilidad de terceros, resultante del funcionamiento o del uso de todo material e instrumental provisto bajo el presente Acuerdo.

Al respecto, a la vez que expreso el agradecimiento del Gobierno argentino por la ayuda otorgada, llevo a conocimiento de V.E. la aceptación de mi Gobierno del texto propuesto, y la conformidad de

que la nota mencionada de V.E. y la presente respuesta constituyan un Acuerdo que entrará en vigor en la fecha.

Saludo a Vuestra Excelencia con mi más alta y distinguida consideración.

MIGUEL ANGEL ZAVALA ORTIZ

A Su Excelencia el Señor Embajador
de los Estados Unidos de America
D. ROBERT McCLENTOCK

Translation

NATIONAL EXECUTIVE BRANCH
MINISTRY OF FOREIGN AFFAIRS AND WORSHIP

No. 2182

BUENOS AIRES, November 30, 1963

MR. AMBASSADOR:

I take pleasure in addressing Your Excellency with reference to your note of November 8, 1962, in which you propose, on behalf of the Government of the United States, the following Agreement concerning the request of the Argentine Government for funds to the value of 40,500 dollars for the purchase of equipment to be used in nuclear research and training programs in nuclear and solid state physics at the National University of La Plata:

[For the English language text of the paragraphs 1-8, see *ante*, pp. 1907-1908.]

In this connection, expressing the thanks of the Argentine Government for the aid granted, I inform Your Excellency that the proposed text is acceptable to my Government, which agrees that your above-mentioned note and this reply shall constitute an Agreement which shall enter into force today.

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

MIGUEL ANGEL ZAVALA ORTIZ

His Excellency.

ROBERT McCLENTOCK,

Ambassador of the United States of America.

MULTILATERAL

International Coffee Agreement, 1962

Formulated at the United Nations Coffee Conference at New York July-September 1962;

Open for signature at United Nations Headquarters September 28-November 30, 1962; [1]

Ratification advised by the Senate of the United States of America May 21, 1963;

Ratified by the President of the United States of America December 20, 1963;

Instrument of ratification of the United States of America deposited with the Secretary-General of the United Nations December 27, 1963;

Proclaimed by the President of the United States of America January 17, 1964;

Entered into force December 27, 1963.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS the International Coffee Agreement, 1962, formulated at the United Nations Coffee Conference held in New York during July, August, and September 1962, was open for signature at United Nations Headquarters until and including November 30, 1962 and was signed by the respective Plenipotentiaries of the Government of the United States of America and the Governments of fifty-three other countries;

WHEREAS the text of the said International Coffee Agreement, 1962, in the English, French, Russian, Spanish, and Portuguese languages, as certified by the General Secretariat of the United Nations, is word for word as follows:

¹ The first signatures were affixed on Sept. 28, 1962.

UNITED NATIONS COFFEE CONFERENCE, 1962

INTERNATIONAL COFFEE AGREEMENT**1962****UNITED NATIONS****1963****TIAS .5505**

INTERNATIONAL COFFEE AGREEMENT, 1962

Preamble

The Governments Parties to this Agreement,

Recognizing the exceptional importance of coffee to the economies of many countries which are largely dependent upon this commodity for their export earnings and thus for the continuation of their development programmes in the social and economic fields;

Considering that close international co-operation on coffee marketing will stimulate the economic diversification and development of coffee-producing countries and thus contribute to a strengthening of the political and economic bonds between producers and consumers;

Finding reason to expect a tendency toward persistent disequilibrium between production and consumption, accumulation of burdensome stocks, and pronounced fluctuations in prices, which can be harmful both to producers and to consumers; and

Believing that, in the absence of international measures, this situation cannot be corrected by normal market forces,

Have agreed as follows:

CHAPTER I – OBJECTIVES

Article 1

Objectives

The objectives of the Agreement are:

(1) to achieve a reasonable balance between supply and demand on a basis which will assure adequate supplies of coffee to consumers and markets for coffee to producers at equitable prices, and which will bring about long-term equilibrium between production and consumption;

(2) to alleviate the serious hardship caused by burdensome surpluses and excessive fluctuations in the prices of coffee to the detriment of the interests of both producers and consumers;

(3) to contribute to the development of productive resources and to the promotion and maintenance of employment and income in the Member countries, thereby helping to bring about fair wages, higher living standards, and better working conditions;

(4) to assist in increasing the purchasing power of coffee-exporting countries by keeping prices at equitable levels and by increasing consumption;

(5) to encourage the consumption of coffee by every possible means; and

(6) in general, in recognition of the relationship of the trade in coffee to the economic stability of markets for industrial products, to

further international co-operation in connexion with world coffee problems.

CHAPTER II - DEFINITIONS

Article 2

Definitions

For the purposes of the Agreement:

(1) "Coffee" means the beans and berries of the coffee tree, whether parchment, green or roasted, and includes ground, decaffeinated, liquid and soluble coffee. These terms shall have the following meaning:

- (a) "green coffee" means all coffee in the naked bean form before roasting;
- (b) "coffee berries" means the complete fruit of the coffee tree; to find the equivalent of coffee berries to green coffee, multiply the net weight of the dried coffee berries by 0.50;
- (c) "parchment coffee" means the green coffee bean contained in the parchment skin; to find the equivalent of parchment coffee to green coffee, multiply the net weight of the parchment coffee by 0.80;
- (d) "roasted coffee" means green coffee roasted to any degree and includes ground coffee; to find the equivalent of roasted coffee to green coffee, multiply the net weight of roasted coffee by 1.19;
- (e) "decaffeinated coffee" means green, roasted or soluble coffee from which caffeine has been extracted; to find the equivalent of decaffeinated coffee to green coffee, multiply the net weight of the decaffeinated coffee in green, roasted or soluble form by 1.00, 1.19 or 3.00, respectively;
- (f) "liquid coffee" means the water-soluble solids derived from roasted coffee and put into liquid form; to find the equivalent of liquid to green coffee, multiply the net weight of the dried coffee solids contained in the liquid coffee by 3.00;
- (g) "soluble coffee" means the dried water-soluble solids derived from roasted coffee; to find the equivalent of soluble coffee to green coffee, multiply the net weight of the soluble coffee by 3.00.

(2) "Bag" means 60 kilogrammes or 132.276 pounds of green coffee; "ton" means a metric ton of 1,000 kilogrammes or 2,204.6 pounds; and "pound" means 453.597 grammes.

(3) "Coffee year" means the period of one year, from 1 October through 30 September; and "first coffee year" means the coffee year beginning 1 October 1962.

(4) "Export of coffee" means, except as otherwise provided in Article 38, any shipment of coffee which leaves the territory of the country where the coffee was grown.

(5) "Organization", "Council" and "Board" mean, respectively, the International Coffee Organization, the International Coffee Council, and the Executive Board established under Article 7 of the Agreement.

(6) "Member" means a Contracting Party; a dependent territory or territories in respect of which separate Membership has been declared under Article 4; or two or more Contracting Parties or dependent territories, or both, which participate in the Organization as a Member group under Article 5 or 6.

(7) "Exporting Member" or "exporting country" means a Member or country, respectively, which is a net exporter of coffee; that is, whose exports exceed its imports.

(8) "Importing Member" or "importing country" means a Member or country, respectively, which is a net importer of coffee; that is, whose imports exceed its exports.

(9) "Producing Member" or "producing country" means a Member or country, respectively, which grows coffee in commercially significant quantities.

(10) "Distributed simple majority vote" means a majority of the votes cast by exporting Members present and voting, and a majority of the votes cast by importing Members present and voting, counted separately.

(11) "Distributed two-thirds majority vote" means a two-thirds majority of the votes cast by exporting Members present and voting and a two-thirds majority of the votes cast by importing Members present and voting, counted separately.

(12) "Entry into force" means, except where the context otherwise requires, the date on which the Agreement first enters into force, whether provisionally or definitively.

CHAPTER III – MEMBERSHIP

Article 3

Membership in the Organization

Each Contracting Party, together with those of its dependent territories to which the Agreement is extended under paragraph (1) of Article 67, shall constitute a single Member of the Organization, except as otherwise provided under Article 4, 5 or 6.

Article 4

Separate Membership in Respect of Dependent Territories

Any Contracting Party which is a net importer of coffee may, at any time, by appropriate notification in accordance with paragraph (2) of Article 67, declare that it is participating in the Organization sepa-

rately with respect to any of its dependent territories which are net exporters of coffee and which it designates. In such case, the metropolitan territory and its non-designated dependent territories will have a single Membership, and its designated dependent territories, either individually or collectively as the notification indicates, will have separate Membership.

Article 5

Group Membership upon Joining the Organization

(1) Two or more Contracting Parties which are net exporters of coffee may, by appropriate notification to the Secretary-General of the United Nations at the time of deposit of their respective instruments of ratification or accession, and to the Council at its first session, declare that they are joining the Organization as a Member group. A dependent territory to which the Agreement has been extended under paragraph (1) of Article 67 may constitute part of such a Member group if the Government of the State responsible for its international relations has given appropriate notification thereof under paragraph (2) of Article 67. Such Contracting Parties and dependent territories must satisfy the following conditions:

- (a) they shall declare their willingness to accept responsibility for group obligations in an individual as well as a group capacity;
- (b) they shall subsequently provide sufficient evidence to the Council that the group has the organization necessary to implement a common coffee policy, and that they have the means of complying, together with the other parties to the group, with their obligations under the Agreement; and
- (c) they shall subsequently provide evidence to the Council either:
 - (i) that they have been recognized as a group in a previous international coffee agreement; or
 - (ii) that they have:
 - (a) a common or co-ordinated commercial and economic policy in relation to coffee, and
 - (b) a co-ordinated monetary and financial policy, as well as the organs necessary for implementing such a policy, so that the Council is satisfied that the Member group can comply with the spirit of group membership and the group obligations involved.

(2) The Member group shall constitute a single Member of the Organization, except that each party to the group shall be treated as if it were a single Member as regards all matters arising under the following provisions:

- (a) Chapters XI and XII;
- (b) Articles 10, 11 and 19 of Chapter IV; and
- (c) Article 70 of Chapter XIX.

(3) The Contracting Parties and dependent territories joining as a Member group shall specify the Government or organization which will represent them in the Council as regards all matters arising under the Agreement other than those specified in paragraph (2) of this Article.

(4) The Member group's voting rights shall be as follows:

- (a) the Member group shall have the same number of basic votes as a single Member country joining the Organization in an individual capacity. These basic votes shall be attributed to and exercised by the Government or organization representing the group;
- (b) in the event of a vote on any matters arising under provisions specified in paragraph (2) of this Article, the parties to the Member group may exercise separately the votes attributed to them by the provisions of paragraph (3) of Article 12 as if each were an individual Member of the Organization, except for the basic votes, which shall remain attributable only to the Government or organization representing the group.

(5) Any Contracting Party or dependent territory which is a party to a Member group may, by notification to the Council, withdraw from that group and become a separate Member. Such withdrawal shall take effect upon receipt of the notification by the Council. In case of such withdrawal from a group, or in case a party to a group ceases, by withdrawal from the Organization or otherwise, to be such a party, the remaining parties to the group may apply to the Council to maintain the group, and the group shall continue to exist unless the Council disapproves the application. If the Member group is dissolved, each former party to the group will become a separate Member. A Member which has ceased to be a party to a group may not, as long as the Agreement remains in force, again become a party to a group.

Article 6

Subsequent Group Membership

Two or more exporting Members may, at any time after the Agreement has entered into force with respect to them, apply to the Council to form a Member group. The Council shall approve the application if it finds that the Members have made a declaration, and have provided evidence, satisfying the requirements of paragraph (1) of Article 5. Upon such approval, the Member group shall be subject to the provisions of paragraphs (2), (3), (4) and (5) of that Article.

CHAPTER IV - ORGANIZATION AND ADMINISTRATION

Article 7

Establishment, Seat and Structure of the International Coffee Organization

(1) The International Coffee Organization is hereby established to administer the provisions of the Agreement and to supervise its operation.

(2) The seat of the Organization shall be in London.

(3) The Organization shall function through the International Coffee Council, its Executive Board, its Executive Director, and its staff.

Article 8

Composition of the International Coffee Council

(1) The highest authority of the Organization shall be the International Coffee Council, which shall consist of all the Members of the Organization.

(2) Each Member shall be represented on the Council by a representative and one or more alternates. A Member may also designate one or more advisers to accompany its representative or alternates.

Article 9

Powers and Functions of the Council

(1) All powers specifically conferred by the Agreement shall be vested in the Council, which shall have the powers and perform the functions necessary to carry out the provisions of the Agreement.

(2) The Council shall, by a distributed two-thirds majority vote, establish such rules and regulations, including its own rules of procedure and the financial and staff regulations of the Organization, as are necessary to carry out the provisions of the Agreement and are consistent therewith. The Council may, in its rules of procedure, provide a procedure whereby it may, without meeting, decide specific questions.

(3) The Council shall also keep such records as are required to perform its functions under the Agreement and such other records as it considers desirable, and shall publish an annual report.

Article 10

Election of the Chairman and Vice-Chairmen of the Council

(1) The Council shall elect, for each coffee year, a Chairman and a first, a second and a third Vice-Chairman.

(2) As a general rule, the Chairman and the first Vice-Chairman shall both be elected either from among the representatives of exporting Members, or from among the representatives of importing Members, and the second and the third Vice-Chairmen shall be elected

from representatives of the other category of Members; these offices shall alternate each coffee year between the two categories of Members.

(3) Neither the Chairman nor any Vice-Chairman acting as Chairman shall have the right to vote. His alternate will in such case exercise the Member's voting rights.

Article 11

Sessions of the Council

As a general rule, the Council shall hold regular sessions twice a year. It may hold special sessions if it so decides. Special sessions shall also be held when either the Executive Board, or any five Members, or a Member or Members having at least 200 votes so request. Notice of sessions shall be given at least thirty days in advance, except in cases of emergency. Sessions shall be held at the seat of the Organization, unless the Council decides otherwise.

Article 12

Votes

(1) The exporting Members shall together hold 1,000 votes and the importing Members shall together hold 1,000 votes, distributed within each category of Members—that is, exporting and importing Members, respectively—as provided in the following paragraphs of this Article.

(2) Each Member shall have five basic votes, provided that the total number of basic votes within each category of Members does not exceed 150. Should there be more than thirty exporting Members or more than thirty importing Members, the number of basic votes for each Member within that category of Members shall be adjusted so as to keep the number of basic votes for each category of Members within the maximum of 150.

(3) The remaining votes of exporting Members shall be divided among those Members in proportion to their respective basic export quotas, except that in the event of a vote on any matter arising under the provisions specified in paragraph (2) of Article 5, the remaining votes of a Member group shall be divided among the parties to that group in proportion to their respective participation in the basic export quota of the Member group.

(4) The remaining votes of importing Members shall be divided among those Members in proportion to the average volume of their respective coffee imports in the preceding three-year period.

(5) The distribution of votes shall be determined by the Council at the beginning of each coffee year, and shall remain in effect during that year, except as provided in paragraph (6) of this Article.

(6) The Council shall provide for the redistribution of votes in accordance with this Article whenever there is a change in the Member-

ship of the Organization, or if the voting rights of a Member are suspended or regained under the provisions of Article 25, 45 or 61.

- (7) No Member shall hold more than 400 votes.
- (8) There shall be no fractional votes.

Article 13

Voting Procedure of the Council

(1) Each representative shall be entitled to cast the number of votes held by the Member represented by him, and cannot divide its votes. He may, however, cast differently from such votes any votes which he exercises pursuant to paragraph (2) of this Article.

(2) Any exporting Member may authorize any other exporting Member, and any importing Member may authorize any other importing Member, to represent its interests and to exercise its right to vote at any meeting or meetings of the Council. The limitation provided for in paragraph (7) of Article 12 shall not apply in this case.

Article 14

Decisions of the Council

(1) All decisions of the Council shall be taken, and all recommendations shall be made, by a distributed simple majority vote unless otherwise provided in the Agreement.

(2) The following procedure shall apply with respect to any action by the Council which under the Agreement requires a distributed two-thirds majority vote:

- (a) if a distributed two-thirds majority vote is not obtained because of the negative vote of three or less exporting or three or less importing Members, the proposal shall, if the Council so decides by a majority of the Members present and by a distributed simple majority vote, be put to a vote again within 48 hours;
- (b) if a distributed two-thirds majority vote is again not obtained because of the negative vote of two or less importing or two or less exporting Members, the proposal shall, if the Council so decides by the majority of the Members present and by a distributed simple majority vote, be put to a vote again within 24 hours;
- (c) if a distributed two-thirds majority vote is not obtained in the third vote because of the negative vote of one exporting Member or one importing Member, the proposal shall be considered adopted;
- (d) if the Council fails to put a proposal to a further vote, it shall be considered rejected.

(3) The Members undertake to accept as binding all decisions of the Council under the provisions of the Agreement.

Article 15

Composition of the Board

(1) The Executive Board shall consist of seven exporting Members and seven importing Members, elected for each coffee year in accordance with Article 16. Members may be re-elected.

(2) Each member of the Board shall appoint one representative and one or more alternates.

(3) The Chairman of the Board shall be appointed by the Council for each coffee year and may be re-appointed. He shall not have the right to vote. If a representative is appointed Chairman, his alternate will have the right to vote in his place.

(4) The Board shall normally meet at the seat of the Organization, but may meet elsewhere.

Article 16

Election of the Board

(1) The exporting and the importing Members on the Board shall be elected in the Council by the exporting and the importing Members of the Organization respectively. The election within each category shall be held in accordance with the following paragraphs of this Article.

(2) Each Member shall cast all the votes to which it is entitled under Article 12 for a single candidate. A Member may cast for another candidate any votes which it exercises pursuant to paragraph (2) of Article 13.

(3) The seven candidates receiving the largest number of votes shall be elected; however, no candidate shall be elected on the first ballot unless it receives at least 75 votes.

(4) If under the provisions of paragraph (3) of this Article less than seven candidates are elected on the first ballot, further ballots shall be held in which only Members who did not vote for any of the candidates elected shall have the right to vote. In each further ballot, the minimum number of votes required for election shall be successively diminished by five until seven candidates are elected.

(5) Any Member who did not vote for any of the Members elected shall assign its votes to one of them, subject to paragraphs (6) and (7) of this Article.

(6) A Member shall be deemed to have received the number of votes originally cast for it when it was elected and, in addition, the number of votes assigned to it, provided that the total number of votes shall not exceed 499 for any Member elected.

(7) If the votes deemed received by an elected Member would otherwise exceed 499, Members which voted for or assigned their votes to such elected Member shall arrange among themselves for one or more of them to withdraw their votes from that Member and assign or reassign them to another elected Member so that the votes received by each elected Member shall not exceed the limit of 499.

Article 17

Competence of the Board

(1) The Board shall be responsible to and work under the general direction of the Council.

(2) The Council may, by a distributed simple majority vote, delegate to the Board the exercise of any or all of its powers, other than the following:

- (a) annual distribution of votes under paragraph (5) of Article 12;
- (b) approval of the administrative budget and assessment of contributions under Article 24;
- (c) determination of quotas under the Agreement;
- (d) imposition of enforcement measures other than those whose application is automatic;
- (e) suspension of the voting rights of a Member under Article 45 or 61;
- (f) determination of individual country and world production goals under Article 48;
- (g) establishment of a policy relative to stocks under Article 51;
- (h) waiver of the obligations of a Member under Article 60;
- (i) decision of disputes under Article 61;
- (j) establishment of conditions for accession under Article 65;
- (k) a decision to require the withdrawal of a Member under Article 69;
- (l) extension or termination of the Agreement under Article 71; and
- (m) recommendation of amendments to Members under Article 73.

(3) The Council may at any time, by a distributed simple majority vote, revoke any delegation of powers to the Board.

Article 18

Voting Procedure of the Board

(1) Each member of the Board shall be entitled to cast the number of votes received by it under the provisions of paragraphs (6) and (7) of Article 16. Voting by proxy shall not be allowed. A member may not split its votes.

(2) Any action taken by the Board shall require the same majority as such action would require if taken by the Council.

Article 19

Quorum for the Council and the Board

(1) The quorum for any meeting of the Council shall be the presence of a majority of the Members representing a distributed two-thirds majority of the total votes. If there is no quorum on the day appointed for the opening of any Council session, or if in the course of any Council session there is no quorum at three successive meetings, the Council shall be convened seven days later; at that time and throughout the remainder of that session the quorum shall be the presence of a majority of the Members representing a distributed simple majority of the votes. Representation in accordance with paragraph (2) of Article 13 shall be considered as presence.

(2) The quorum for any meeting of the Board shall be the presence of a majority of the members representing a distributed two-thirds majority of the total votes.

Article 20

The Executive Director and the Staff

(1) The Council shall appoint the Executive Director on the recommendation of the Board. The terms of appointment of the Executive Director shall be established by the Council and shall be comparable to those applying to corresponding officials of similar inter-governmental organizations.

(2) The Executive Director shall be the chief administrative officer of the Organization and shall be responsible for the performance of any duties devolving upon him in the administration of the Agreement.

(3) The Executive Director shall appoint the staff in accordance with regulations established by the Council.

(4) Neither the Executive Director nor any member of the staff shall have any financial interest in the coffee industry, coffee trade, or coffee transportation.

(5) In the performance of their duties, the Executive Director and the staff shall not seek or receive instructions from any Member or from any other authority external to the Organization. They shall refrain from any action which might reflect on their position as international officials responsible only to the Organization. Each Member undertakes to respect the exclusively international character of the responsibilities of the Executive Director and the staff and not to seek to influence them in the discharge of their responsibilities.

Article 21

Co-operation with other Organizations

The Council may make whatever arrangements are desirable for consultation and co-operation with the United Nations and its specialized agencies and with other appropriate inter-governmental organi-

zations. The Council may invite these organizations and any organizations concerned with coffee to send observers to its meetings.

CHAPTER V – PRIVILEGES AND IMMUNITIES

Article 22

Privileges and Immunities

(1) The Organization shall have in the territory of each Member, to the extent consistent with its laws, such legal capacity as may be necessary for the exercise of its functions under the Agreement.

(2) The Government of the United Kingdom of Great Britain and Northern Ireland shall grant exemption from taxation on the salaries paid by the Organization to its employees, except that such exemption need not apply to nationals of that country. It shall also grant exemption from taxation on the assets, income and other property of the Organization.

CHAPTER VI – FINANCE

Article 23

Finance

(1) The expenses of delegations to the Council, representatives on the Board, and representatives on any of the committees of the Council or the Board shall be met by their respective Governments.

(2) The other expenses necessary for the administration of the Agreement shall be met by annual contributions from the Members assessed in accordance with Article 24.

(3) The financial year of the Organization shall be the same as the coffee year.

Article 24

Determination of the Budget and Assessment of Contributions

(1) During the second half of each financial year, the Council shall approve the administrative budget of the Organization for the following financial year, and shall assess the contribution of each Member to that budget.

(2) The contribution of each Member to the budget for each financial year shall be in the proportion which the number of its votes at the time the budget for that financial year is approved bears to the total votes of all the Members. However, if there is any change in the distribution of votes among Members in accordance with the provisions of paragraph (5) of Article 12 at the beginning of the financial year for which contributions are assessed, such contributions shall be correspondingly adjusted for that year. In determining contributions, the votes of each Member shall be calculated without regard to the suspension of any Member's voting rights or any redistribution of votes resulting therefrom.

(3) The initial contribution of any Member joining the Organization after the entry into force of the Agreement shall be assessed by the Council on the basis of the number of votes to be held by it and the period remaining in the current financial year, but the assessments made upon other Members for the current financial year shall not be altered:

(4) If the Agreement comes into force more than eight months before the beginning of the first full financial year of the Organization, the Council shall at its first session approve an administrative budget covering only the period up to the commencement of the first full financial year. Otherwise the first administrative budget shall cover both the initial period and the first full financial year.

Article 25

Payment of Contributions

(1) Contributions to the administrative budget for each financial year shall be payable in freely convertible currency, and shall become due on the first day of that financial year.

(2) If any Member fails to pay its full contribution to the administrative budget within six months of the date on which the contribution is due, both its voting rights in the Council and its right to have its votes cast in the Board shall be suspended until such contribution has been paid. However, unless the Council so decides by a distributed two-thirds majority vote, such Member shall not be deprived of any of its other rights nor relieved of any of its obligations under the Agreement.

(3) Any Member whose voting rights have been suspended, either under paragraph (2) of this Article or under Article 45 or 61, shall nevertheless remain responsible for the payment of its contribution.

Article 26

Audit and Publication of Accounts

As soon as possible after the close of each financial year, an independently audited statement of the Organization's receipts and expenditures during that financial year shall be presented to the Council for approval and publication.

CHAPTER VII – REGULATION OF EXPORTS

Article 27

General Undertakings by Members

(1) The Members undertake to conduct their trade policy so that the objectives set forth in Article 1 and, in particular, paragraph (4) of that Article, may be achieved. They agree on the desirability of operating the Agreement in a manner such that the real income derived from the export of coffee could be progressively increased so

as to make it consonant with their needs for foreign exchange to support their programmes for social and economic progress.

(2) To attain these purposes through the fixing of quotas as provided for in this Chapter and in other ways carrying out the provisions of the Agreement, the Members agree on the necessity of assuring that the general level of coffee prices does not decline below the general level of such prices in 1962.

(3) The Members further agree on the desirability of assuring to consumers prices which are equitable and which will not hamper a desirable increase in consumption.

Article 28

Basic Export Quotas

(1) For the first three coffee years, beginning on 1 October 1962, the exporting countries listed in Annex A [¹] shall have the basic export quotas specified in that Annex.

(2) During the last six months of the coffee year ending 30 September 1965, the Council shall review the basic export quotas specified in Annex A in order to adjust them to general market conditions. The Council may then revise such quotas by a distributed two-thirds majority vote; if not revised, the basic export quotas specified in Annex A shall remain in effect.

Article 29

Quota of a Member Group

Where two or more countries listed in Annex A form a Member group in accordance with Article 5, the basic export quotas specified for those countries in Annex A shall be added together and the combined total treated as a single quota for the purposes of this Chapter.

Article 30

Fixing of Annual Export Quotas

(1) At least 30 days before the beginning of each coffee year the Council shall adopt by a two-thirds majority vote an estimate of total world imports for the following coffee year and an estimate of probable exports from nonmember countries.

(2) In the light of these estimates the Council shall forthwith fix annual export quotas which shall be the same percentage for all exporting Members of the basic export quotas specified in Annex A. For the first coffee year this percentage is fixed at 99, subject to the provisions of Article 32.

¹ Post, p. 2159.

Article 31

Fixing of Quarterly Export Quotas

(1) Immediately following the fixing of the annual export quotas the Council shall fix quarterly export quotas for each exporting Member for the purpose of keeping supply in reasonable balance with estimated demand throughout the coffee year.

(2) These quotas shall be, as nearly as possible, 25 per cent of the annual export quota of each Member during the coffee year. No Member shall be allowed to export more than 30 per cent in the first quarter, 60 per cent in the first two quarters, and 80 per cent in the first three quarters of the coffee year. If exports from any Member in one quarter are less than its quota for that quarter, the outstanding balance shall be added to its quota for the following quarter of that coffee year.

Article 32

Adjustment of Annual Export Quotas

If market conditions so require, the Council may review the quota situation and may vary the percentage of basic export quotas fixed under paragraph (2) of Article 30. In so doing, the Council shall have regard to any likely shortfalls by Members.

Article 33

Notification of Shortfalls

(1) Exporting Members undertake to notify the Council at the end of the eighth month of the coffee year, and at such later dates as the Council may request, whether they have sufficient coffee available to export the full amount of their quota for that year.

(2) The Council shall take into account these notifications in determining whether or not to adjust the level of export quotas in accordance with Article 32.

Article 34

Adjustment of Quarterly Export Quotas

(1) The Council shall in the circumstances set out in this Article vary the quarterly export quotas fixed for each Member under paragraph (1) of Article 31.

(2) If the Council varies the annual export quotas as provided in Article 32, then the change in that annual quota shall be reflected in the quotas for the current and remaining quarters, or the remaining quarters, of the coffee year.

(3) Apart from the adjustment provided for in the preceding paragraph, the Council may, if it finds the market situation so requires, make adjustments among the current and remaining quarterly export quotas for the same coffee year, without, however, altering the annual export quotas.

(4) If on account of exceptional circumstances an exporting Member considers that the limitations provided in paragraph (2) of Article 31 would be likely to cause serious harm to its economy, the Council may, at the request of that Member, take appropriate action under Article 60. The Member concerned must furnish evidence of harm and provide adequate guarantees concerning the maintenance of price stability. The Council shall not, however, in any event, authorize a Member to export more than 35 per cent of its annual export quota in the first quarter, 65 per cent in the first two quarters, and 85 per cent in the first three quarters of the coffee year.

(5) All Members recognize that marked price rises or falls occurring within brief periods may unduly distort underlying trends in price, cause grave concern to both producers and consumers, and jeopardize the attainment of the objectives of the Agreement. Accordingly, if such movements in general price levels occur within brief periods, Members may request a meeting of the Council which, by distributed simple majority vote, may revise the total level of the quarterly export quotas in effect.

(6) If the Council finds that a sharp and unusual increase or decrease in the general level of prices is due to artificial manipulation of the coffee market through agreements among importers or exporters or both, it shall then decide by a simple majority vote on what corrective measures should be applied to readjust the total level of the quarterly export quotas in effect.

Article 35

Procedure for Adjusting Export Quotas

(1) Annual export quotas shall be fixed and adjusted by altering the basic export quota of each Member by the same percentage.

(2) General changes in all quarterly export quotas, made pursuant to paragraphs (2), (3), (5) and (6) of Article 34, shall be applied pro rata to individual quarterly export quotas in accordance with appropriate rules established by the Council. Such rules shall take account of the different percentages of annual export quotas which the different Members have exported or are entitled to export in each quarter of the coffee year.

(3) All decisions by the Council on the fixing and adjustment of annual and quarterly export quotas under Articles 30, 31, 32 and 34 shall be taken, unless otherwise provided, by a distributed two-thirds majority vote.

Article 36

Compliance with Export Quotas

(1) Exporting Members subject to quotas shall adopt the measures required to ensure full compliance with all provisions of the Agreement relating to quotas. The Council may request such Members to adopt

additional measures for the effective implementation of the quota system provided for in the Agreement.

(2) Exporting Members shall not exceed the annual and quarterly export quotas allocated to them.

(3) If an exporting Member exceeds its quota for any quarter, the Council shall deduct from one or more of its future quotas a total amount equal to that excess.

(4) If an exporting Member for the second time while the Agreement remains in force exceeds its quarterly quota, the Council shall deduct from one or more of its future quotas a total amount equal to twice that excess.

(5) If an exporting Member for a third or subsequent time while the Agreement remains in force exceeds its quarterly quota, the Council shall make the same deduction as provided in paragraph (4) of this Article, and in addition the Council may take action in accordance with Article 69 to require the withdrawal of such a Member from the Organization.

(6) The deductions in quotas provided in paragraphs (3), (4) and (5) of this Article shall be made by the Council as soon as it receives the necessary information.

Article 37

Transitional Quota Provisions

(1) Exports of coffee after 1 October 1962 shall be charged against the annual export quota of the exporting country concerned at such time as the Agreement enters into force in respect of that country.

(2) If the Agreement enters into force after 1 October 1962, the Council shall, during its first session, make such modifications as may be necessary in the procedure for the fixing of annual and quarterly export quotas in respect of the coffee year in which the Agreement enters into force.

Article 38

Shipments of Coffee from Dependent Territories

(1) Subject to paragraph (2) of this Article, the shipment of coffee from any of the dependent territories of a Member to its metropolitan territory or to another of its dependent territories for domestic consumption therein or in any other of its dependent territories shall not be considered as the export of coffee, and shall not be subject to any export quota limitations, provided that the Member concerned enters into arrangements satisfactory to the Council with respect to the control of re-exports and such other matters as the Council may determine to be related to the operation of the Agreement and which arise out of the special relationship between the metropolitan territory of the Member and its dependent territories.

(2) The trade in coffee between a Member and any of its dependent territories which, in accordance with Article 4 or 5, is a separate

Member of the Organization or a party to a Member group, shall however be treated, for the purposes of the Agreement, as the export of coffee.

Article 39

Exporting Members not Subject to Quotas

(1) Any exporting Member whose average annual exports of coffee for the preceding three-year period were less than 25,000 bags shall not be subject to the quota provisions of the Agreement, so long as its exports remain less than that quantity.

(2) Any Trust Territory administered under a trusteeship agreement with the United Nations whose annual exports to countries other than the Administering Authority do not exceed 100,000 bags shall not be subject to the quota provisions of the Agreement, so long as its exports do not exceed that quantity.

Article 40

Exports not Charged to Quotas

(1) In order to facilitate the increase of coffee consumption in certain areas of the world having a low per capita consumption and considerable potential for expansion, exports to countries listed in Annex B [¹] shall not, subject to the provisions of sub-paragraph (f) of this paragraph, be charged to quotas. The Council, at the beginning of the second full coffee year after the Agreement enters into force, and annually thereafter, shall review the list with a view to determining whether any country or countries should be deleted from it, and may, if it so decides, delete any such country or countries. In connexion with exports to the countries listed in Annex B, the provisions of the following sub-paragraphs shall be applicable:

(a) At its first session, and thereafter whenever it deems necessary, the Council shall prepare an estimate of imports for internal consumption by the countries listed in Annex B, after reviewing the results obtained in the previous year with regard to the increase of coffee consumption in those countries and taking into account the probable effect of promotion campaigns and trade arrangements. Exporting Members shall not in the aggregate export to the countries listed in Annex B more than the quantity set by the Council, and for that purpose the Council shall keep those Members informed of current exports to such countries. Exporting Members shall inform the Council not later than thirty days after the end of each month of all exports made to each of the countries listed in Annex B during that month.

(b) Members shall supply such statistics and other information as the Council may require to assist it in controlling the flow of coffee to countries listed in Annex B and its consumption therein.

¹ Post, p. 2161.

(c) Exporting Members shall endeavour to renegotiate existing trade agreements as soon as possible in order to include in them provisions preventing re-exports of coffee from the countries listed in Annex B to other markets. Exporting Members shall also include such provisions in all new trade agreements and in all new sales contracts not covered by trade agreements, whether such contracts are negotiated with private traders or with government organizations.

(d) In order to maintain control at all times of exports to countries listed in Annex B, the Council may decide upon further precautionary steps, such as requiring coffee bags destined to those countries to be specially marked and requiring that the exporting Members receive from such countries banking and contractual guarantees to prevent re-exportation to countries not listed in Annex B. The Council may, whenever it deems necessary, engage the services of an internationally recognized world-wide organization to investigate irregularities in, or to verify exports to, countries listed in Annex B. The Council shall call any possible irregularity to the attention of the Members.

(e) The Council shall annually prepare a comprehensive report on the results obtained in the development of coffee markets in the countries listed in Annex B.

(f) If coffee exported by a Member to a country listed in Annex B is re-exported to any country not listed in Annex B, the Council shall charge the corresponding amount to the quota of that exporting Member. Should there again be a re-exportation from the same country listed in Annex B, the Council shall investigate the case, and unless it finds extenuating circumstances, may at any time delete that country from Annex B.

(2) Exports of coffee beans as raw material for industrial processing for any purposes other than human consumption as a beverage or foodstuff shall not be charged to quotas, provided that the Council is satisfied from information supplied by the exporting Member that the coffee beans are in fact used for such other purposes.

(3) The Council may, upon application by an exporting Member, decide that coffee exports made by that Member for humanitarian or other non-commercial purposes shall not be charged to its quota.

Article 41

Assurance of Supplies

In addition to ensuring that the total supplies of coffee are in accordance with estimated world imports, the Council shall seek to ensure that supplies of the types of coffee that consumers require are available to them. To achieve this objective, the Council may, by a distributed two-thirds majority vote, decide to use whatever methods it considers practicable.

Article 42**Regional and Inter-regional Price Arrangements**

(1) Regional and inter-regional price arrangements among exporting Members shall be consistent with the general objectives of the Agreement, and shall be registered with the Council. Such arrangements shall take into account the interests of both producers and consumers and the objectives of the Agreement. Any Member of the Organization which considers that any of these arrangements are likely to lead to results not in accordance with the objectives of the Agreement may request that the Council discuss them with the Members concerned at its next session.

(2) In consultation with Members and with any regional organization to which they belong, the Council may recommend a scale of price differentials for various grades and qualities of coffee which Members should strive to achieve through their pricing policies.

(3) Should sharp price fluctuations occur within brief periods in respect of those grades and qualities of coffee for which a scale of price differentials has been adopted as the result of recommendations made under paragraph (2) of this Article, the Council may recommend appropriate measures to correct the situation.

Article 43**Survey of Market Trends**

The Council shall keep under constant survey the trends of the coffee market with a view to recommending price policies, taking into consideration the results achieved through the quota mechanism of the Agreement.

CHAPTER VIII - CERTIFICATES OF ORIGIN AND RE-EXPORT**Article 44****Certificates of Origin and Re-export**

(1) Every export of coffee from any Member in whose territory that coffee has been grown shall be accompanied by a certificate of origin modelled on the form set forth in Annex C, [1] issued by a qualified agency chosen by that Member. Each such Member shall determine the number of copies of the certificate it will require and each copy shall bear a serial number. The original of the certificate shall accompany the documents of export, and a copy shall be furnished to the Organization by that Member. The Council shall, either directly or through an internationally recognized world-wide organization, verify the certificates of origin, so that at any time it will be able to ascertain the quantities of coffee which have been exported by each Member.

¹ Post, p. 2162.

(2) Every re-export of coffee from a Member shall be accompanied by a certificate of re-export issued by a qualified agency chosen by that Member, in such form as the Council may determine, certifying that the coffee in question was imported in accordance with the provisions of the Agreement, and, if appropriate, containing a reference to the certificate or certificates of origin under which that coffee was imported. The original of the certificate of re-export shall accompany the documents of re-export, and a copy shall be furnished to the Organization by the re-exporting Member.

(3) Each Member shall notify the Organization of the agency or agencies designated by it to perform the functions specified in paragraphs (1) and (2) of this Article. The Council may at any time, for cause, declare certification by a particular agency unacceptable to it.

(4) Members shall render periodic reports to the Organization concerning imports of coffee, in such form and at such intervals as the Council shall determine.

(5) The provisions of paragraph (1) of this Article shall be put into effect not later than three months after the entry into force of the Agreement. The provisions of paragraph (2) shall be put into effect at such time as the Council shall decide.

(6) After the respective dates provided for under paragraph (5) of this Article, each Member shall prohibit the entry of any shipment of coffee from any other Member which is not accompanied by a certificate of origin or a certificate of re-export.

CHAPTER IX – REGULATION OF IMPORTS

Article 45

Regulation of Imports

(1) In order to prevent non-member exporting countries from increasing their exports at the expense of Members, the following provisions shall apply with respect to imports of coffee by Members from non-member countries.

(2) If three months after the Agreement enters into force, or at any time thereafter, the Members of the Organization represent less than 95 per cent of world exports in the calendar year 1961, each Member shall, subject to paragraphs (4) and (5) of this Article, limit its total annual imports from non-member countries as a group to a quantity not in excess of its average annual imports from those countries as a group during the last three years prior to the entry into force of the Agreement for which statistics are available. However, if the Council so decides, the application of such limitations may be deferred.

(3) If at any time the Council, on the basis of information received, finds that exports from non-member countries as a group are disturbing the exports of Members, it may, notwithstanding the fact that the Members of the Organization represent 95 per cent or more of world

exports in the calendar year 1961, decide that the limitations of paragraph (2) shall be applied.

(4) If the Council's estimate of world imports adopted under Article 30 for any coffee year is less than its estimate of world imports for the first full coffee year after the Agreement enters into force, the quantity which each Member may import from non-member countries as a group under the provisions of paragraph (2) shall be reduced by the same proportion.

(5) The Council may annually recommend additional limitations on imports from non-member countries if it finds such limitations necessary in order to further the purposes of the Agreement.

(6) Within one month from the date on which limitations are applied under this Article, each Member shall inform the Council of the quantity of its permissible annual imports from non-member countries as a group.

(7) The obligations of the preceding paragraphs of this Article shall not derogate from any conflicting bilateral or multilateral obligations which importing Members have entered into with non-member countries before 1 August 1962; provided that any importing Member which has such conflicting obligations shall carry them out in such a way as to minimize the conflict with the obligations of the preceding paragraphs, take steps as soon as possible to bring its obligations into harmony with those paragraphs, and inform the Council of the details of the conflicting obligations and of the steps taken to minimize or eliminate the conflict.

(8) If an importing Member fails to comply with the provisions of this Article, the Council may, by a distributed two-thirds majority vote, suspend both its voting rights in the Council and its right to have its votes cast in the Board.

CHAPTER X - INCREASE OF CONSUMPTION

Article 46

Promotion

(1) The Council shall sponsor a continuing programme for promoting the consumption of coffee. The size and cost of this programme shall be subject to periodic review and approval by the Council. The importing Members will have no obligation as respects the financing of this programme.

(2) If the Council after study of the question so decides, it shall establish within the framework of the Board a separate committee of the Organization, to be known as the World Coffee Promotion Committee.

(3) If the World Coffee Promotion Committee is established, the following provisions shall apply:

(a) The Committee's rules, in particular those regarding membership, organization, and financial affairs, shall be deter-

mined by the Council. Membership in the Committee shall be limited to Members which contribute to the promotional programme established in paragraph (1) of this Article.

- (b) In carrying out its work, the Committee shall establish a technical committee within each country in which a promotional campaign will be conducted. Before a promotional campaign is inaugurated in any Member country, the Committee shall advise the representative of that Member in the Council of the Committee's intention to conduct such a campaign and shall obtain that Member's consent.
- (c) The ordinary administrative expenses relating to the permanent staff of the Committee, other than the costs of their travel for promotion purposes, shall be charged to the administrative budget of the Organization, and shall not be charged to the promotion funds of the Committee.

Article 47

Removal of Obstacles to Consumption

(1) The Members recognize the utmost importance of achieving the greatest possible increase of coffee consumption as rapidly as possible, in particular through the progressive removal of any obstacles which may hinder such increase.

(2) The Members affirm their intention to promote full international co-operation between all coffee exporting and importing countries.

(3) The Members recognize that there are presently in effect measures which may to a greater or lesser extent hinder the increase in consumption of coffee, in particular:

- (a) import arrangements applicable to coffee, including preferential and other tariffs, quotas, operations of Government import monopolies and official purchasing agencies, and other administrative rules and commercial practices;
- (b) export arrangements as regards direct or indirect subsidies and other administrative rules and commercial practices; and
- (c) internal trade conditions and domestic legal and administrative provisions which may affect consumption.

(4) The Members recognize that certain Members have shown their concurrence with the objectives stated above by announcing their intention to reduce tariffs on coffee or by taking other action to remove obstacles to increased consumption.

(5) The Members undertake, in the light of studies already carried out and those to be carried out under the auspices of the Council or by other competent international organizations, and of the Declara-

tion adopted at the Ministerial Meeting in Geneva on 30 November 1961:

- (a) to investigate ways and means by which the obstacles to increased trade and consumption referred to in paragraph (3) of this Article could be progressively reduced and eventually, whenever possible, eliminated, or by which their effects could be substantially diminished;
- (b) to inform the Council of the results of their investigation, so that the Council can review, within the first eighteen months after the Agreement enters into force, the information provided by Members concerning the effect of these obstacles and, if appropriate, the measures planned to reduce the obstacles or diminish their effects;
- (c) to take into account the results of this review by the Council in the adoption of domestic measures and in proposals for international action; and
- (d) to review at the session provided for in Article 72 the results achieved by the Agreement and to examine the adoption of further measures for the removal of such obstacles as may still stand in the way of expansion of trade and consumption, taking into account the success of the Agreement in increasing income of exporting Members and in developing consumption.

(6) The Members undertake to study in the Council and in other appropriate organizations any requests presented by Members whose economies may be affected by the measures taken in accordance with this Article.

CHAPTER XI – PRODUCTION CONTROLS

Article 48

Production Goals

(1) The producing Members undertake to adjust the production of coffee while the Agreement remains in force to the amount needed for domestic consumption, exports, and stocks as specified in Chapter XII.

(2) Not later than one year after the Agreement enters into force, the Council shall, in consultation with the producing Members, by a distributed two-thirds majority vote, recommend production goals for each of such Members and for the world as a whole.

(3) Each producing Member shall be entirely responsible for the policies and procedures it applies to achieve these objectives.

Article 49

Implementation of Production-Control Programmes

(1) Each producing Member shall periodically submit written reports to the Council on the measures it has taken or is taking to achieve the objectives of Article 48, as well as on the concrete results obtained. At its first session the Council shall, by a distributed two-thirds majority vote, establish a time-table and procedures for the presentation and discussion of such reports. Before making any observations or recommendations the Council will consult with the Members concerned.

(2) If the Council determines by a distributed two-thirds majority vote either that any producing Member has not, within a period of two years from the entry into force of the Agreement, adopted a programme to adjust its production to the goals recommended by the Council in accordance with Article 48, or that any producing Member's programme is not effective, it may by the same majority decide that such Member shall not enjoy any quota increases which may result from the application of the Agreement. The Council may by the same majority establish whatever procedures it considers appropriate for the purpose of verifying that the provisions of Article 48 have been complied with.

(3) At such time as it considers appropriate, but in any event not later than the review session provided for in Article 72, the Council may, by a distributed two-thirds majority vote, in the light of the reports submitted for its consideration by the producing Members in accordance with paragraph (1) of this Article, revise the production goals recommended in accordance with paragraph (2) of Article 48.

(4) In applying the provisions of this Article, the Council shall maintain close contact with international, national and private organizations which have an interest in or are responsible for financing or, in general, assisting the development plans of the primary producing countries.

Article 50

Co-operation of Importing Members

Recognizing the paramount importance of bringing the production of coffee into reasonable balance with world demand, the importing Members undertake, consistently with their general policies regarding international assistance, to co-operate with the producing Members in their plans for limiting the production of coffee. Their assistance may be provided on a technical, financial or other basis, and under bilateral, multilateral or regional arrangements, to producing Members implementing the provisions of this Chapter.

CHAPTER XII – REGULATION OF STOCKS

Article 51

Policy Relative to Coffee Stocks

(1) At its first session the Council shall take measures to ascertain world coffee stocks, pursuant to systems which it shall establish, and taking into account the following points: quantity, countries of origin, location, quality, and condition. The Members shall facilitate this survey.

(2) Not later than one year after the Agreement enters into force, the Council shall, on the basis of the data thus obtained and in consultation with the Members concerned, establish a policy relative to such stocks in order to complement the recommendations provided for in Article 48 and thereby to promote the attainment of the objectives of the Agreement.

(3) The producing Members shall endeavour by all means within their power to implement the policy established by the Council.

(4) Each producing Member shall be entirely responsible for the measures it applies to carry out the policy thus established by the Council.

Article 52

Implementation of Programmes for Regulation of Stocks

Each producing Member shall periodically submit written reports to the Council on the measures it has taken or is taking to achieve the objectives of Article 51, as well as on the concrete results obtained. At its first session, the Council shall establish a time-table and procedures for the presentation and discussion of such reports. Before making any observations or recommendations, the Council shall consult with the Members concerned.

CHAPTER XIII – MISCELLANEOUS OBLIGATIONS OF MEMBERS

Article 53

Consultation and Co-operation with the Trade

(1) The Council shall encourage Members to seek the views of experts in coffee matters.

(2) Members shall conduct their activities within the framework of the Agreement in a manner consonant with the established channels of trade.

Article 54

Barter

In order to avoid jeopardizing the general price structure, Members shall refrain from engaging in direct and individually linked barter transactions involving the sale of coffee in the traditional markets.

Article 55

Mixtures and Substitutes

Members shall not maintain any regulations requiring the mixing, processing or using of other products with coffee for commercial resale as coffee. Members shall endeavour to prohibit the sale and advertisement of products under the name of coffee if such products contain less than the equivalent of 90 per cent green coffee as the basic raw material.

CHAPTER XIV – SEASONAL FINANCING

Article 56

Seasonal Financing

(1) The Council shall, upon the request of any Member who is also a party to any bilateral, multilateral, regional or inter-regional agreement in the field of seasonal financing, examine such agreement with a view to verifying its compatibility with the obligations of the Agreement.

(2) The Council may make recommendations to Members with a view to resolving any conflict of obligations which might arise.

(3) The Council may, on the basis of information obtained from the Members concerned, and if it deems appropriate and suitable, make general recommendations with a view to assisting Members which are in need of seasonal financing.

CHAPTER XV – INTERNATIONAL COFFEE FUND

Article 57

International Coffee Fund

(1) The Council may establish an International Coffee Fund. The Fund shall be used to further the objective of limiting the production of coffee in order to bring it into reasonable balance with demand for coffee, and to assist in the achievement of the other objectives of the Agreement.

(2) Contributions to the Fund shall be voluntary.

(3) The decision by the Council to establish the Fund and the adoption of guiding principles to govern its administration shall be taken by a distributed two-thirds majority vote.

CHAPTER XVI - INFORMATION AND STUDIES

Article 58

Information

(1) The Organization shall act as a centre for the collection, exchange and publication of:

- (a) statistical information on world production, prices, exports and imports, distribution and consumption of coffee; and
- (b) in so far as is considered appropriate, technical information on the cultivation, processing and utilization of coffee.

(2) The Council may require Members to furnish such information as it considers necessary for its operations, including regular statistical reports on coffee production, exports and imports, distribution, consumption, stocks and taxation, but no information shall be published which might serve to identify the operations of persons or companies producing, processing or marketing coffee. The Members shall furnish information requested in as detailed and accurate a manner as is practicable.

(3) If a Member fails to supply, or finds difficulty in supplying, within a reasonable time, statistical and other information required by the Council for the proper functioning of the Organization, the Council may require the Member concerned to explain the reasons for non-compliance. If it is found that technical assistance is needed in the matter, the Council may take any necessary measures.

Article 59

Studies

(1) The Council may promote studies in the fields of the economics of coffee production and distribution, the impact of governmental measures in producing and consuming countries on the production and consumption of coffee, the opportunities for expansion of coffee consumption for traditional and possible new uses, and the effects of the operation of the Agreement on producers and consumers of coffee, including their terms of trade.

(2) The Organization shall continue, to the extent it considers necessary, the studies and research previously undertaken by the Coffee Study Group, and shall periodically carry out studies on trends and projections on coffee production and consumption.

(3) The Organization may study the practicability of prescribing minimum standards for exports from Members who produce coffee. Recommendations in this regard may be discussed by the Council.

CHAPTER XVII – WAIVER

Article 60

Waiver

(1) The Council may, by a two-thirds distributed majority vote, relieve a Member of an obligation which, on account of exceptional or emergency circumstances, force majeure, constitutional obligations, or international obligations under the United Nations Charter [¹] for territories administered under the trusteeship system, either:

- (a) constitutes a serious hardship;
- (b) imposes an inequitable burden on such Member; or
- (c) gives other Members an unfair or unreasonable advantage.

(2) The Council, in granting a waiver to a Member, shall state explicitly the terms and conditions on which and the period for which the Member is relieved of such obligation.

CHAPTER XVIII – DISPUTES AND COMPLAINTS

Article 61

Disputes and Complaints

(1) Any dispute concerning the interpretation or application of the Agreement which is not settled by negotiation, shall, at the request of any Member party to the dispute, be referred to the Council for decision.

(2) In any case where a dispute has been referred to the Council under paragraph (1) of this Article, a majority of Members, or Members holding not less than one-third of the total votes, may require the Council, after discussion, to seek the opinion of the advisory panel referred to in paragraph (3) of this Article on the issues in dispute before giving its decision.

(3)(a) Unless the Council unanimously agrees otherwise, the panel shall consist of:

- (i) two persons, one having wide experience in matters of the kind in dispute and the other having legal standing and experience, nominated by the exporting Members;
- (ii) two such persons nominated by the importing Members; and
- (iii) a chairman selected unanimously by the four persons nominated under (i) and (ii), or, if they fail to agree, by the Chairman of the Council.

(b) Persons from countries whose Governments are Contracting Parties to this Agreement shall be eligible to serve on the advisory panel.

^¹ TS 993; 59 Stat. 1031.

(c) Persons appointed to the advisory panel shall act in their personal capacities and without instructions from any Government.

(d) The expenses of the advisory panel shall be paid by the Council.

(4) The opinion of the advisory panel and the reasons therefor shall be submitted to the Council which, after considering all the relevant information, shall decide the dispute.

(5) Any complaint that any Member has failed to fulfil its obligations under the Agreement shall, at the request of the Member making the complaint, be referred to the Council, which shall make a decision on the matter.

(6) No Member shall be found to have committed a breach of its obligations under the Agreement except by a distributed simple majority vote. Any finding that a Member is in breach of the Agreement shall specify the nature of the breach.

(7) If the Council finds that a Member has committed a breach of the Agreement, it may, without prejudice to other enforcement measures provided for in other articles of the Agreement, by a distributed two-thirds majority vote, suspend that Member's voting right in the Council and its right to have its votes cast in the Board until it fulfils its obligations, or the Council may take action requiring compulsory withdrawal under Article 69.

CHAPTER XIX - FINAL PROVISIONS

Article 62

Signature

The Agreement shall be open for signature at United Nations Headquarters until and including 30 November 1962 by any Government invited to the United Nations Coffee Conference, 1962, and by the Government of any State represented before independence as a dependent territory at that Conference.

Article 63

Ratification

The Agreement shall be subject to ratification or acceptance by the signatory Governments in accordance with their respective constitutional procedures. Instruments of ratification or acceptance shall be deposited with the Secretary-General of the United Nations not later than 31 December 1963. Each Government depositing an instrument of ratification or acceptance shall, at the time of such deposit, indicate whether it is joining the Organization as an exporting Member or an importing Member, as defined in paragraphs (7) and (8) of Article 2.

Article 64

Entry into Force

(1) The Agreement shall enter into force between those Governments which have deposited instruments of ratification or acceptance when Governments representing at least twenty exporting countries having at least 80 per cent of total exports in the year 1961, as specified in Annex D, and Governments representing at least ten importing countries having at least 80 per cent of world imports in the same year, as specified in the same Annex, have deposited such instruments. The Agreement shall enter into force for any Government which subsequently deposits an instrument of ratification, acceptance or accession on the date of such deposit.

(2) The Agreement may enter into force provisionally.^[1] For this purpose, a notification by a signatory Government containing an undertaking to seek ratification or acceptance in accordance with its constitutional procedures as rapidly as possible, which is received by the Secretary-General of the United Nations not later than 30 December 1963, shall be regarded as equal in effect to an instrument of ratification or acceptance. It is understood that a Government which gives such a notification will provisionally apply the Agreement and be provisionally regarded as a party thereto until either it deposits its instrument of ratification or acceptance or until 31 December 1963, whichever is earlier.

(3) The Secretary-General of the United Nations shall convene the first session of the Council, to be held in London within 30 days after the Agreement enters into force.

(4) Whether or not the Agreement has provisionally entered into force in accordance with paragraph (2) of this Article, if by 31 December 1963 it has not definitively entered into force in accordance with paragraph (1), those Governments which have by that date deposited instruments of ratification or acceptance may consult together to consider what action the situation requires, and may, by mutual consent, decide that it shall enter into force among themselves.

Article 65

Accession

The Government of any State Member of the United Nations or of any of its specialized agencies and any Government invited to the United Nations Coffee Conference, 1962, may accede to this Agreement upon conditions that shall be established by the Council. In establishing such conditions the Council shall, if such country is not listed in Annex A, establish a basic export quota for it. If such country is listed in Annex A, the respective basic export quota specified therein

^[1] July 1, 1963, with respect to the United States of America and certain other countries as specified in a circular communication dated July 9, 1963, from the Secretary-General of the United Nations.

shall be the basic export quota for that country unless the Council decides otherwise by a distributed two-thirds majority vote. Each Government depositing an instrument of accession shall, at the time of such deposit, indicate whether it is joining the Organization as an exporting Member or an importing Member, as defined in paragraphs (7) and (8) of Article 2.

Article 66

Reservations

Reservations may not be made with respect to any of the provisions of the Agreement.

Article 67

Notifications in respect of Dependent Territories

(1) Any Government may, at the time of signature or deposit of an instrument of acceptance, ratification or accession, or at any time thereafter, by notification to the Secretary-General of the United Nations, declare that the Agreement shall extend to any of the territories for whose international relations it is responsible, and the Agreement shall extend to the territories named therein from the date of such notification.

(2) Any Contracting Party which desires to exercise its rights under Article 4 in respect of any of its dependent territories, or which desires to authorize one of its dependent territories to become part of a Member group formed under Article 5 or 6, may do so by making a notification to that effect to the Secretary-General of the United Nations, either at the time of the deposit of its instrument of ratification, acceptance or accession, or at any later time.

(3) Any Contracting Party which has made a declaration under paragraph (1) of this Article may at any time thereafter, by notification to the Secretary-General of the United Nations, declare that the Agreement shall cease to extend to the territory named in the notification, and the Agreement shall cease to extend to such territory from the date of such notification.

(4) The Government of a territory to which the Agreement has been extended under paragraph (1) of this Article and which has subsequently become independent may, within 90 days after the attainment of independence, declare by notification to the Secretary-General of the United Nations that it has assumed the rights and obligations of a Contracting Party to the Agreement. It shall, as from the date of such notification, become a party to the Agreement.

Article 68

Voluntary Withdrawal

No Contracting Party may give notice of voluntary withdrawal from the Agreement before 30 September 1963. Thereafter, any Con-

tracting Party may withdraw from the Agreement at any time by giving a written notice of withdrawal to the Secretary-General of the United Nations. Withdrawal shall become effective 90 days after the notice is received.

Article 69

Compulsory Withdrawal

If the Council determines that any Member has failed to carry out its obligations under the Agreement and that such failure significantly impairs the operations of the Agreement, it may, by a distributed two-thirds majority vote, require the withdrawal of such Member from the Organization. The Council shall immediately notify the Secretary-General of the United Nations of any such decision. Ninety days after the date of the Council's decision, that Member shall cease to be a Member of the Organization, and, if such Member is a Contracting Party, a party to the Agreement.

Article 70

Settlement of Accounts with Withdrawing Members

(1) The Council shall determine any settlement of accounts with a withdrawing Member. The Organization shall retain any amounts already paid by a withdrawing Member, and such Member shall remain bound to pay any amounts due from it to the Organization at the time the withdrawal becomes effective; provided, however, that in the case of a Contracting Party which is unable to accept an amendment and consequently either withdraws or ceases to participate in the Agreement under the provisions of paragraph (2) of Article 73, the Council may determine any settlement of accounts which it finds equitable.

(2) A Member which has withdrawn or which has ceased to participate in the Agreement shall not be entitled to any share of the proceeds of liquidation or the other assets of the Organization upon termination of the Agreement under Article 71.

Article 71

Duration and Termination

(1) The Agreement shall remain in force until the completion of the fifth full coffee year after its entry into force, unless extended under paragraph (2) of this Article, or earlier terminated under paragraph (3).

(2) The Council, during the fifth full coffee year after the Agreement enters into force, may, by vote of a majority of the Members having not less than a distributed two-thirds majority of the total votes, either decide to renegotiate the Agreement, or to extend it for such period as the Council shall determine.

(3) The Council may at any time, by vote of a majority of the Members having not less than a distributed two-thirds majority of the total votes, decide to terminate the Agreement. Such termination shall take effect on such date as the Council shall decide.

(4) Notwithstanding termination of the Agreement, the Council shall remain in being for as long as necessary to carry out the liquidation of the Organization, settlement of its accounts, and disposal of its assets, and shall have during that period such powers and functions as may be necessary for those purposes.

Article 72

Review

In order to review the Agreement, the Council shall hold a special session during the last six months of the coffee year ending 30 September 1965.

Article 73

Amendment

(1) The Council may, by a distributed two-thirds majority vote, recommend an amendment of the Agreement to the Contracting Parties. The amendment shall become effective 100 days after the Secretary-General of the United Nations has received notifications of acceptance from Contracting Parties representing at least 75 per cent of the exporting countries holding at least 85 per cent of the votes of the exporting Members, and from Contracting Parties representing at least 75 per cent of the importing countries holding at least 80 per cent of the votes of the importing Members. The Council may fix a time within which each Contracting Party shall notify the Secretary-General of the United Nations of its acceptance of the amendment, and, if the amendment has not become effective by such time, it shall be considered withdrawn. The Council shall provide the Secretary-General with the information necessary to determine whether the amendment has become effective.

(2) Any Contracting Party, or any dependent territory which is either a Member or a party to a Member group, on behalf of which notification of acceptance of an amendment has not been made by the date on which such amendment becomes effective, shall as of that date cease to participate in the Agreement.

Article 74

Notifications by the Secretary-General

The Secretary-General of the United Nations shall notify all Governments represented by delegates or observers at the United Nations Coffee Conference, 1962, and all other Governments of States Members of the United Nations or of any of its specialized

agencies, of each deposit of an instrument of ratification, acceptance or accession, and of the dates on which the Agreement comes provisionally and definitively into force. The Secretary-General of the United Nations shall also notify all Contracting Parties of each notification under Article 5, 67, 68 or 69; of the date to which the Agreement is extended or on which it is terminated under Article 71; and of the date on which an amendment becomes effective under Article 73.

IN WITNESS WHEREOF the undersigned, having been duly authorized to this effect by their respective Governments, have signed this Agreement on the dates appearing opposite their signatures.

The texts of this Agreement in the English, French, Russian, Spanish and Portuguese languages shall all be equally authentic. The originals shall be deposited in the archives of the United Nations, and the Secretary-General of the United Nations shall transmit certified copies thereof to each signatory and acceding Government.

CONFERENCE DES NATIONS UNIES SUR LE CAFE, 1962

**ACCORD INTERNATIONAL DE 1962
SUR LE CAFE**



NATIONS UNIES

1963

ACCORD INTERNATIONAL DE 1962 SUR LE CAFE

Préambule

Les Gouvernements Parties au présent Accord,

Reconnaissant que le café revêt une importance exceptionnelle pour l'économie de beaucoup de pays, qui dépendent dans une large mesure de ce produit pour leurs recettes d'exportation et par conséquent pour continuer leurs programmes de développement social et économique,

Considérant qu'une étroite coopération internationale dans le domaine de la distribution du café encouragera les pays producteurs de café à diversifier leur production et à développer leur économie, et contribuera ainsi à renforcer les liens politiques et économiques entre producteurs et consommateurs,

Fondés à craindre que la tendance ne soit au déséquilibre chronique entre la production et la consommation, à l'accumulation de stocks qui sont une lourde charge, et à d'amples fluctuations de prix, situation préjudiciable aux producteurs comme aux consommateurs,

Ne pensant pas que le jeu normal des forces du marché puisse, sans mesures internationales, corriger cet état de choses,

Sont convenus de ce qui suit.

CHAPITRE PREMIER – OBJECTIFS

Article premier

Objectifs

Les objectifs de l'Accord sont :

1) De réaliser un équilibre judicieux entre l'offre et la demande de café, dans des conditions qui assureront aux consommateurs un ravitaillement suffisant et aux producteurs des débouchés suffisants, à des prix équitables pour les uns et les autres, et équilibreront de façon durable la production et la consommation;

- 2) D'alléger les graves difficultés qu'entraînent, au détriment tant des producteurs que des consommateurs, la lourde charge des excédents et les fluctuations excessives des prix du café;
- 3) De contribuer à mettre en valeur les ressources productives, à éléver et maintenir l'emploi et le revenu dans les pays Membres, et d'aider ainsi à y réaliser des salaires équitables, un plus haut niveau de vie et de meilleures conditions de travail;
- 4) D'aider à augmenter le pouvoir d'achat des pays exportateurs de café, en maintenant les prix à un niveau équitable et en augmentant la consommation;
- 5) D'encourager la consommation du café par tous les moyens possibles;
- 6) D'une façon générale, et en raison des liens qui unissent le commerce du café à la stabilité économique des marchés ouverts aux produits industriels, de favoriser la coopération internationale dans le domaine des problèmes mondiaux du café.

CHAPITRE II - DEFINITIONS

Article 2

Définitions

Aux fins de l'Accord :

- 1) "Café" désigne le grain et la cerise du cafier, qu'il s'agisse de café en parche, de café vert ou de café torréfié, et comprend le café moulu, le café décaféiné, le café liquide et le café soluble. Ces termes ont la signification suivante :
 - a) "Café vert" désigne tout café en grain, déparché, avant torréfaction;
 - b) "Cerise de café" désigne le fruit entier du cafier; l'équivalent en café vert du café en cerise s'obtient en multipliant par 0,50 le poids net des cerises séchées;
 - c) "Café en parche" désigne le grain de café vert dans sa parche; l'équivalent en café vert du café en parche s'obtient en multipliant par 0,80 le poids net du café en parche;
 - d) "Café torréfié" désigne le café vert torréfié à un degré quelconque, et comprend le café moulu; l'équivalent en café vert du café torréfié s'obtient en multipliant par 1,19 le poids net du café torréfié;

- e) "Café décaféiné" désigne le café vert, torréfié ou soluble, après extraction de caféine; l'équivalent en café vert du café décaféiné s'obtient en multipliant par 1, 1,19 ou 3,00, respectivement, le poids net du café décaféiné vert, torréfié ou soluble;
 - f) "Café liquide" désigne les solides solubles dans l'eau obtenus à partir du café torréfié et présentés sous forme liquide; l'équivalent en café vert du café liquide s'obtient en multipliant par 3,00 le poids net des solides de café déshydratés contenus dans le café liquide;
 - g) "Café soluble" désigne les solides, déshydratés et solubles dans l'eau, obtenus à partir du café torréfié; l'équivalent en café vert du café soluble s'obtient en multipliant par 3,00 le poids net du café soluble.
- 2) "Sac" désigne 60 kg, soit 132,276 livres, de café vert; "tonne" désigne la tonne métrique de 1 000 kg, soit 2 204,6 livres; "livre" désigne 453,597 grammes.
- 3) "Année cafrière" désigne la période de douze mois qui va du 1er octobre au 30 septembre; "première année cafrière" désigne l'année cafrière qui commence le 1er octobre 1962.
- 4) "Exportation de café" désigne, sauf si l'Article 38 en dispose autrement, tout envoi de café qui quitte le territoire où ce café a poussé. *Cela prouve*
- 5) "Organisation" signifie l'Organisation internationale du café; "Conseil" signifie le Conseil international du café; "Comité" signifie le Comité exécutif constitué en vertu de l'Article 7 de l'Accord.
- 6) "Membre" signifie : une Partie Contractante; un ou des territoires dépendants déclarés comme Membre séparé en vertu de l'Article 4; plusieurs Parties Contractantes, plusieurs territoires dépendants, ou plusieurs Parties Contractantes et territoires dépendants qui font partie de l'Organisation en tant que groupe Membre, en vertu des Articles 5 et 6.
- 7) "Membre exportateur" ou "pays exportateur" désigne respectivement un Membre ou un pays qui est exportateur net de café, c'est-à-dire dont les exportations dépassent les importations.

8) "Membre importateur" ou "pays importateur" désigne respectivement un Membre ou un pays qui est importateur net de café, c'est-à-dire dont les importations dépassent les exportations.

9) "Membre producteur" ou "pays producteur" désigne respectivement un Membre ou un pays qui cultive le café en quantités suffisantes pour avoir une signification commerciale.

10) "Majorité répartie simple" signifie la majorité absolue des voix exprimées par les Membres exportateurs présents votant, plus la majorité absolue des voix exprimées par les Membres importateurs présents votant.

11) "Majorité répartie des deux tiers" signifie les deux tiers des voix exprimées par les Membres exportateurs présents votant, plus les deux tiers des voix exprimées par les Membres importateurs présents votant.

12) "Entrée en vigueur" signifie, sauf indication contraire, la date à laquelle l'Accord entre pour la première fois en vigueur, provisoirement ou définitivement.

CHAPITRE III - MEMBRES

Article 3

Membres de l'Organisation

Chaque Partie contractante constitue, avec ceux de ses territoires dépendants auxquels l'Accord s'applique en vertu du paragraphe 1) de l'Article 67, un seul et même Membre de l'Organisation, sous réserve des dispositions des Articles 4, 5 et 6.

Article 4

Participation séparée de territoires dépendants

Toute Partie contractante qui est importatrice nette de café peut, à tout moment, par la notification prévue au paragraphe 2) de l'Article 67, déclarer qu'elle participe à l'Organisation indépendamment de tout territoire qu'elle spécifie parmi ses territoires dépendants qui sont exportateurs nets de café.

Dans ce cas, le territoire métropolitain et les territoires dépendants non spécifiés constituent un seul et même Membre; et les territoires dépendants spécifiés ont, individuellement ou collectivement selon les termes de la notification, la qualité de Membre distinct.

Article 5

Participation initiale en groupe

1) Deux ou plusieurs Parties contractantes qui sont exportatrices nettes de café peuvent, par notification adressée au Secrétaire général des Nations Unies lors du dépôt de leurs instruments respectifs de ratification ou d'adhésion, et au Conseil lors de sa première session, déclarer qu'elles entrent dans l'Organisation en tant que groupe. Un territoire dépendant auquel l'Accord s'applique en vertu du paragraphe 1) de l'Article 67 peut faire partie d'un tel groupe si le gouvernement de l'Etat qui assure ses relations internationales a adressé la notification prévue au paragraphe 2) de l'Article 67.

Ces Parties contractantes et ces territoires dépendants doivent remplir les conditions suivantes :

- a) Se déclarer disposés à accepter la responsabilité, aussi bien individuelle que collective, du respect des obligations du groupe;
- b) Prouver par la suite à la satisfaction du Conseil que le groupe a l'organisation nécessaire à l'application d'une politique commune en matière de café, et qu'ils ont les moyens de s'acquitter, conjointement avec les autres membres du groupe, des obligations que leur impose l'Accord;
- c) Prouver par la suite au Conseil :
 - i) Soit qu'un précédent accord international sur le café les a reconnus comme un groupe,
 - ii) Soit qu'ils ont
 - a) Une politique commerciale et économique commune ou coordonnée en matière de café;
 - b) Une politique monétaire et financière coordonnée et les organes nécessaires à l'application de cette politique, de façon que le Conseil soit assuré que le groupe peut se conformer à l'esprit de la participation collective et à toutes les obligations collectives qui en découlent.

2) Le groupe Membre constitue un seul et même Membre de l'Organisation, étant toutefois entendu que chaque membre du groupe sera traité en Membre distinct pour toutes les questions qui relèvent des dispositions suivantes :

- a) Chapitres XI et XIII;
- b) Articles 10, 11 et 19 (Chapitre IV);
- c) Article 70 (Chapitre XIX).

3) Les Parties Contractantes et les territoires dépendants qui entrent en tant que groupe indiquent le gouvernement ou l'organisation qui les représentera au Conseil pour toutes les questions dont traite l'Accord, à l'exception de celles qu'énumère le paragraphe 2) du présent Article.

4) Le droit de vote du groupe s'exerce de la façon suivante :

- a) Le groupe Membre a, pour chiffre de base, le même nombre de voix qu'un seul pays Membre entré à titre individuel dans l'Organisation. Le gouvernement ou l'organisation qui représente le groupe reçoit ces voix et en dispose.
- b) Au cas où la question mise aux voix rentre dans le cadre d'un des chapitres ou articles énumérés au paragraphe 2) du présent Article, les divers membres du groupe peuvent disposer séparément des voix que leur attribue le paragraphe 3) de l'article 12, comme si chacun d'eux était un Membre individuel de l'Organisation, sauf que les voix du chiffre de base restent attribuées au pays ou à l'organisation qui représente le groupe.

5) Toute Partie Contractante ou tout territoire dépendant qui fait partie d'un groupe peut, par notification au Conseil, se retirer de ce groupe et devenir Membre distinct. Ce retrait prendra effet lors de la réception de la notification par le Conseil. Quand un des membres d'un groupe s'en retire ou cesse d'y appartenir parce qu'il se retire de l'Organisation ou pour une autre raison, les autres membres du groupe peuvent demander au Conseil de maintenir ce groupe et le groupe conserve son existence à moins que le Conseil ne rejette cette demande. En cas de dissolution du groupe, chacun de ses ex-membres devient un Membre distinct. Un Membre qui a cessé d'appartenir à un groupe ne peut pas redevenir membre d'un groupe quelconque pendant toute la durée de l'Accord.

Article 6

Participation ultérieure en groupe

Deux Membres exportateurs ou plus peuvent, une fois que l'Accord est entré en vigueur à leur égard, demander à tout moment au Conseil l'autorisation de se constituer en groupe. Le Conseil les y autorise s'il constate qu'ils lui ont adressé la déclaration et les preuves exigées au paragraphe 1) de l'Article 5. Quand le Conseil a donné cette autorisation, les dispositions des paragraphes 2), 3), 4) et 5) de l'Article 5 deviennent applicables au groupe.

CHAPITRE IV. CONSTITUTION ET ADMINISTRATION

Article 7

Création, siège et structure de l'Organisation internationale du café

- 1) Le présent Accord crée l'Organisation internationale du café pour assurer l'application de l'Accord et en surveiller le fonctionnement.
- 2) L'Organisation a son siège à Londres.
- 3) L'Organisation exerce ses fonctions par l'intermédiaire du Conseil international du café, de son Comité exécutif, de son Directeur exécutif et de son personnel.

Article 8

Composition du Conseil international du café

- 1) L'Autorité suprême de l'Organisation est le Conseil international du café, qui se compose de tous les Membres de l'Organisation.
- 2) Chaque Membre est représenté au Conseil par un représentant et un ou plusieurs suppléants. Chaque Membre peut désigner en outre un ou plusieurs conseillers pour accompagner son représentant ou ses suppléants.

Article 9

Pouvoirs et fonctions du Conseil

- 1) Le Conseil, investi de tous les pouvoirs que confère expressément l'Accord, a les pouvoirs et les fonctions nécessaires à l'exécution des dispositions de l'Accord.

2) Le Conseil arrête, à la majorité répartie des deux tiers, les règlements nécessaires à l'exécution de l'Accord et conformes à ses dispositions, notamment son propre règlement intérieur et les règlements applicables à la gestion financière de l'Organisation et à son personnel. Le Conseil peut prévoir dans son règlement intérieur une procédure qui lui permette de prendre, sans se réunir, des décisions sur des points déterminés.

3) En outre, le Conseil tient la documentation nécessaire à l'accomplissement des fonctions que lui confère l'Accord, et toute autre documentation qu'il juge souhaitable; et publie un rapport annuel.

Article 10

Election du Président et des Vice-Présidents du Conseil

1) Le Conseil élit pour chaque année caférière un Président ainsi qu'un premier, un deuxième et un troisième Vice-Présidents.

2) En règle générale, le Président et le premier Vice-Président sont tous deux élus parmi les représentants des Membres exportateurs ou parmi les représentants des Membres importateurs, et les deuxième et troisième Vice-Présidents parmi les représentants de l'autre catégorie. Cette répartition alterne chaque année caférière.

3) Ni le Président ni le Vice-Président qui fait fonction de Président n'a le droit de vote. Dans ce cas, leur suppléant exerce le droit de vote du Membre.

Article 11

Sessions du Conseil

En règle générale, le Conseil se réunit deux fois par an en session ordinaire. Il peut tenir des sessions extraordinaires s'il en décide ainsi. Des sessions extraordinaires se tiennent aussi à la demande du Comité exécutif, ou de cinq Membres, ou d'un ou plusieurs Membres qui représentent 200 voix au minimum. Les sessions du Conseil sont annoncées au moins trente jours à l'avance, sauf en cas d'urgence. Les sessions ont lieu au siège de l'Organisation, sauf décision contraire du Conseil.

Article 12

Voix

1) Les Membres exportateurs ont ensemble 1 000 voix et les Membres importateurs également; ces voix sont réparties à l'intérieur de chaque catégorie, celle des exportateurs et celle des importateurs, comme l'indiquent les paragraphes suivants.

2) Chaque Membre a, comme chiffre de base, cinq voix, à condition que le total de ces voix ne dépasse pas 150 pour chaque catégorie de Membres. S'il y avait plus de 30 Membres exportateurs ou plus de 30 Membres importateurs, le chiffre de base attribué à chaque Membre de cette catégorie serait ajusté de façon que le total des chiffres de base ne dépasse pas 150 pour chaque catégorie.

3) Le restant des voix des Membres exportateurs est réparti entre ces Membres proportionnellement à leur contingent de base, étant toutefois entendu que, si la question mise aux voix rentre dans le cadre du paragraphe 2) de l'Article 5, le restant des voix d'un groupe Membre exportateur est réparti entre les membres de ce groupe proportionnellement à la part de chacun d'eux dans le contingent de base du groupe Membre.

4) Le restant des voix des Membres importateurs est réparti entre eux au prorata du volume moyen de leurs importations de café des trois années précédentes.

5) Au début de chaque année caférière, le Conseil répartit les voix pour l'année, sous réserve des dispositions du paragraphe 6) du présent Article.

6) Quand un changement survient dans la participation à l'Organisation, ou si le droit de vote d'un Membre est suspendu ou rétabli en vertu des Articles 25, 45 ou 61, le Conseil procède à une nouvelle répartition des voix, qui obéit aux dispositions du présent Article.

7) Aucun Membre n'a plus de 400 voix.

8) Le fractionnement des voix n'est pas admis.

Article 13Procédure de vote du Conseil

1) Chaque représentant dispose de toutes les voix du Membre qu'il représente, et ne peut pas les diviser. Il peut cependant disposer différemment de ces voix et de celles qui lui sont données par procuration en vertu du paragraphe 2) du présent Article.

2) Tout Membre exportateur peut autoriser tout autre Membre exportateur, et tout Membre importateur peut autoriser tout autre Membre importateur, à représenter ses intérêts et à exercer son droit de vote à toute réunion du Conseil. La limitation prévue au paragraphe 7) de l'Article 12 ne joue pas dans ce cas.

Article 14Décisions du Conseil

1) Le Conseil prend toutes ses décisions et fait toutes ses recommandations à la simple majorité répartie, sauf disposition contraire de l'Accord.

2) La procédure suivante s'applique à toute décision que le Conseil doit, aux termes de l'Accord, prendre à la majorité répartie des deux tiers.

- a) Si la proposition n'obtient pas la majorité répartie des deux tiers en raison du vote négatif d'un, deux ou trois Membres exportateurs ou d'un, deux ou trois Membres importateurs, elle est, si le Conseil en décide ainsi à la majorité des Membres présents et à la majorité répartie simple des voix, remise aux voix dans les 48 heures.
- b) Si, à ce deuxième scrutin, la proposition n'obtient encore pas la majorité répartie des deux tiers, en raison du vote négatif d'un ou deux Membres exportateurs ou d'un ou deux Membres importateurs, elle est, si le Conseil en décide ainsi à la majorité des Membres présents et à la majorité répartie simple des voix, remise aux voix dans les 24 heures.
- c) Si, à ce troisième scrutin, la proposition n'obtient toujours pas la majorité répartie des deux tiers, en raison du vote négatif d'un Membre exportateur ou d'un Membre importateur, elle est considérée comme adoptée.

d) Si le Conseil ne remet pas une proposition aux voix, elle est considérée comme repoussée.

3) Les Membres s'engagent à accepter comme obligatoires toutes les décisions que le Conseil prend en vertu de l'Accord.

Article 15

Composition du Comité exécutif

1) Le Comité exécutif se compose de sept Membres exportateurs et de sept Membres importateurs, élus pour chaque année caférière conformément à l'Article 16. Ils sont rééligibles.

2) Chaque Membre du Comité exécutif désigne un représentant et un ou plusieurs suppléants.

3) Choisi pour chaque année caférière par le Conseil, le Président du Comité exécutif est rééligible. Il n'a pas le droit de vote. Si un représentant est élu Président, son suppléant exercera le droit de vote.

4) Le Comité exécutif se réunit normalement au siège de l'Organisation, mais peut se réunir ailleurs.

Article 16

Election du Comité exécutif

1) Les Membres exportateurs de l'Organisation élisent les membres exportateurs du Comité exécutif, et les Membres importateurs de l'Organisation les membres importateurs du Comité exécutif. Les élections de chaque catégorie ont lieu selon les dispositions suivantes.

2) Chaque Membre vote pour un seul candidat, en lui accordant toutes les voix dont il dispose en vertu de l'Article 12. Il peut accorder à un autre candidat les voix dont il disposerait par procuration en vertu du paragraphe 2) de l'Article 13.

3) Les sept candidats qui recueillent le plus grand nombre de voix sont élus; toutefois, aucun candidat n'est élu au premier tour de scrutin s'il n'a pas obtenu 75 voix au moins.

4) Si moins de 7 candidats sont élus au premier tour de scrutin selon les dispositions du paragraphe 3) du présent Article, de nouveaux tours de scrutin ont lieu, auxquels seuls participent les Membres qui n'ont voté pour aucun des candidats élus.

A chaque nouveau tour de scrutin, le minimum de voix nécessaire pour être élu diminue successivement de cinq unités, jusqu'à ce que les sept candidats soient élus.

5) Un Membre qui n'a pas voté pour un des Membres élus confère à un d'entre eux les voix dont il dispose, sous réserve des paragraphes 6) et 7) du présent Article.

6) On considère qu'un Membre a obtenu les voix qui lui ont d'abord été données lors de son élection, plus les voix qui lui ont été conférées plus tard, à condition que le total des voix ne dépasse 499 pour aucun Membre élu.

7) Au cas où les voix considérées comme obtenues par un Membre élu dépasseraient sans cela 499, les Membres qui ont voté pour ce Membre élu ou qui lui ont conféré leurs voix s'entendront pour qu'un ou plusieurs d'entre eux retirent les voix qu'ils lui ont accordées et les confèreront ou les transfèreront à un autre Membre élu, de façon que les voix obtenues par chaque Membre élu ne dépassent pas le chiffre limite de 499.

Article 17

Compétence du Comité exécutif

1) Le Comité exécutif est responsable devant le Conseil et travaille sous sa direction générale.

2) Le Conseil peut, à la simple majorité répartie^{simple}, déléguer au Comité exécutif tout ou partie de ses pouvoirs, à l'exclusion des suivants :

- a) Procéder à la répartition annuelle des voix, en vertu du paragraphe 5) de l'Article 12;
- b) Voter le budget administratif et fixer les cotisations, en vertu de l'Article 24;
- c) Fixer les contingents en exécution de l'Accord;
- d) Prendre des mesures coercitives autres que celles qui s'appliquent automatiquement;
- e) Suspender le droit de vote d'un Membre, en vertu des Articles 45 ou 61;
- f) Arrêter des objectifs nationaux et mondiaux de production, en vertu de l'Article 48;
- g) Arrêter une politique des stocks, en vertu de l'Article 51;
- h) Dispenser un Membre de ses obligations, en vertu de l'Article 60;
- i) Trancher les différends, en vertu de l'Article 61;
- j) Fixer des conditions d'adhésion, en vertu de l'Article 65;

- k) Décider de demander le retrait d'un Membre, en vertu de l'Article 69;
 - l) Proroger ou résilier l'Accord, en vertu de l'Article 71;
 - m) Recommander des amendements aux Membres, en vertu de l'Article 73.
- 3) Le Conseil peut à tout moment, à la majorité répartie simple, annuler les pouvoirs qu'il aurait délégués au Comité.

Article 18

Procédure de vote du Comité exécutif

- 1) Chaque membre du Comité exécutif dispose, pendant la durée de son mandat, des voix qu'il a obtenues en vertu des paragraphes 6) et 7) de l'Article 16. Le vote par procuration n'est pas admis. Aucun membre ne peut fractionner ses voix.
- 2) Les décisions du Comité sont prises à la même majorité que les décisions analogues du Conseil.

Article 19

Quorum aux réunions du Conseil et du Comité

- 1) Le quorum exigé pour toute réunion du Conseil est constitué par la majorité des Membres, si cette majorité représente la majorité répartie des deux tiers du total des voix. Si, le jour fixé pour l'ouverture d'une session du Conseil, le quorum n'est pas atteint ou si, en cours d'une session du Conseil, le quorum n'est pas atteint à trois séances successives, le Conseil se réunit sept jours plus tard; le quorum est alors et jusqu'à la fin de cette session constitué par la majorité des Membres, si cette majorité représente la simple majorité répartie des voix. Les Membres représentés par procuration en vertu du paragraphe 2) de l'Article 13 sont considérés comme présents. *(Signature)*
- 2) Le quorum exigé pour toute réunion du Comité exécutif est constitué par la majorité des Membres si cette majorité représente la majorité répartie des deux tiers du total des voix.

Article 20**Directeur exécutif et personnel**

1) Le Conseil nomme le Directeur exécutif sur la recommandation du Comité exécutif. Il fixe les conditions d'emploi du Directeur exécutif; elles sont comparables à celles des fonctionnaires homologues d'organisations intergouvernementales similaires.

2) Le Directeur exécutif est le chef des services administratifs de l'Organisation; il est responsable de l'exécution des tâches qui lui incombent dans dans l'administration de l'Accord.

3) Le Directeur exécutif nomme le personnel conformément au règlement arrêté par le Conseil.

4) Le Directeur exécutif et les autres fonctionnaires ne doivent avoir aucun intérêt financier ni dans l'industrie cafétière ni dans le commerce ou le transport du café.

5) Dans l'accomplissement de leurs devoirs, le Directeur exécutif et le personnel ne sollicitent ni n'acceptent d'instructions d'aucun Membre, ni d'aucune autorité extérieure à l'Organisation. Ils s'abstiennent de tout acte incompatible avec leur situation de fonctionnaires internationaux et ne sont responsables qu'envers l'Organisation. Chaque Membre s'engage à respecter le caractère exclusivement international des fonctions du Directeur exécutif et du personnel et à ne pas chercher à les influencer dans l'exécution de leur tâche.

Article 21**Collaboration avec d'autres organisations**

Le Conseil peut prendre les dispositions voulues pour consulter l'Organisation des Nations Unies et les institutions spécialisées, ainsi que d'autres organisations intergouvernementales appropriées, et pour collaborer avec elles. Le Conseil peut inviter ces organisations, ainsi que toute organisation qui s'occupe de café, à envoyer des observateurs à ses réunions.

CHAPITRE V – PRIVILEGES ET IMMUNITÉS

Article 22

Priviléges et immunités

- 1) Sur le territoire de chaque Membre, l'Organisation a, dans la mesure que permet la législation de ce pays, la capacité juridique nécessaire à l'exercice des fonctions que lui confère l'Accord.
- 2) Le Gouvernement britannique exonère de tout impôt les appointements que l'Organisation verse à ses fonctionnaires; mais cette exonération peut ne pas s'appliquer aux citoyens britanniques. Il exonère également de tout impôt les avoirs, revenus et autres biens de l'Organisation.

CHAPITRE VI – FINANCES

Article 23

Dispositions financières

- 1) Les dépenses des délégations au Conseil, ainsi que des représentants au Comité exécutif et à tout autre comité du Conseil ou du Comité exécutif, sont à la charge de l'Etat qu'ils représentent.
- 2) Pour couvrir les autres dépenses qu'entraîne l'application du présent Accord, les Membres versent une cotisation annuelle; ces cotisations sont réparties comme il est dit à l'Article 24.
- 3) L'exercice financier coïncide avec l'année cafière.

Article 24

Vote du budget et fixation des cotisations

- 1) Au second semestre de chaque exercice financier, le Conseil vote le budget administratif de l'Organisation pour l'exercice financier suivant et répartit les cotisations des Membres à ce budget.
- 2) Pour chaque exercice financier, la cotisation de chaque Membre est proportionnelle au rapport qu'il y a, au moment du vote du budget, entre le nombre des voix

dont il dispose et le nombre des voix dont disposent tous les Membres réunis. Si toutefois, au début de l'exercice financier pour lequel les cotisations sont fixées, la répartition des voix entre les Membres se trouve changée en vertu du paragraphe 5) de l'Article 12, le Conseil ajuste les cotisations en conséquence pour cet exercice. Pour déterminer les cotisations, on compte les voix de chaque Membre sans avoir égard à la suspension éventuelle du droit de vote d'un Membre et à la redistribution des voix qui aurait pu en résulter.

3) Le Conseil fixe la contribution initiale de tout Membre qui entre dans l'Organisation après l'entrée en vigueur de l'Accord, sur la base du nombre des voix qui lui sont attribuées et de la fraction non écoulée de l'exercice en cours; mais les cotisations assignées aux autres Membres pour l'exercice en cours restent inchangées.

4) Si l'Accord entre en vigueur plus de huit mois avant le début du premier exercice financier complet de l'Organisation, le Conseil, à sa première session, vote un budget administratif qui ne couvre que la période qui va s'écouler jusqu'au début du premier exercice financier complet. Dans le cas contraire, le premier budget administratif couvre à la fois cette période et le premier exercice financier complet.

Article 25

Versement des cotisations

1) Les cotisations au budget administratif de chaque exercice financier sont payables en monnaie librement convertible et sont exigibles au premier jour de l'exercice.

2) Un Membre qui ne s'est pas acquitté intégralement de sa cotisation au budget administratif dans les six mois de son exigibilité, perd, jusqu'au moment où il s'en acquitte, son droit de voter au Conseil et de voter ou faire voter pour lui au Comité exécutif, mais n'est, sauf décision prise par le Conseil à la majorité répartie des deux tiers, privé d'aucun des autres droits que lui confère le présent Accord, ni relevé d'aucune des obligations qu'il lui impose.

3) Un Membre dont le droit de vote est suspendu, en application soit du paragraphe 2) du présent Article, soit des Articles 45 ou 61, reste néanmoins tenu de verser sa cotisation.

Article 26

Vérification et publication des comptes

Le plus tôt possible après la clôture de chaque exercice financier, le Conseil est saisi, pour approbation et publication, d'un état, vérifié par expert agréé, des recettes et dépenses de l'Organisation pour cet exercice financier.

CHAPITRE VII – REGLEMENTATION DES EXPORTATIONS

Article 27

Engagements généraux des Membres

1) Les Membres s'engagent à conduire leur politique commerciale de façon à réaliser les objectifs énoncés à l'Article premier, et particulièrement dans son paragraphe 4). Ils conviennent qu'il est souhaitable d'appliquer l'Accord de façon à augmenter progressivement le revenu réel tiré de l'exportation du café, pour le mettre en harmonie avec les besoins de devises que suscitent leurs programmes de progrès social et économique.

2) Pour atteindre ces objectifs en contingentant le café suivant les dispositions du présent Chapitre et en appliquant aussi les autres dispositions de l'Accord, les Membres conviennent de la nécessité de faire en sorte que le niveau général des prix du café ne tombe pas au-dessous de leur niveau général de 1962.

3) Les Membres conviennent en outre qu'il est souhaitable d'assurer au consommateur des prix équitables et qui n'entraînent pas l'augmentation souhaitable de la consommation.

Article 28

Contingents de base

1) Pendant les trois premières années caférières, à commencer du 1er octobre 1962, le contingent de base des pays exportateurs énumérés à l'Annexe A est celui qu'indique cette Annexe.

2) Au second semestre de l'année caférière qui prend fin le 30 septembre 1965, le Conseil soumet à un nouvel examen les contingents de base indiqués à l'Annexe A, en vue de les mettre en harmonie avec la situation générale du marché. Il peut alors, à la majorité répartie des deux tiers, ajuster ces contingents; s'il ne les ajuste pas, les contingents de base indiqués à l'Annexe A restent en vigueur.

Article 29

Contingents d'un groupe Membre

Quand plusieurs des pays énumérés à l'Annexe A forment un groupe en vertu de l'Article 5, les contingents de base spécifiés pour ces pays à l'Annexe A sont additionnés, et leur total est considéré, aux fins du présent Chapitre, comme un contingent unique.

Article 30

Contingents annuels d'exportation

1) Trente jours au moins avant le début de chaque année caférière, le Conseil adopte, à la majorité des deux tiers, une prévision du total des importations mondiales pour l'année caférière à venir et une prévision des exportations probables des pays non membres.

2) En fonction de ces prévisions, le Conseil arrête immédiatement des contingents annuels d'exportation, qui sont exprimés en pourcentage, le même pour tous les Membres exportateurs, des contingents de base spécifiés à l'Annexe A. Pour la première année, ce pourcentage est fixé à 99, sous réserve des dispositions de l'Article 32.

Article 31

Contingents trimestriels d'exportation

1) Aussitôt après avoir arrêté les contingents annuels d'exportation, le Conseil attribue à chaque Membre exportateur des contingents trimestriels d'exportation en vue de maintenir pendant toute l'année caférière un équilibre satisfaisant entre l'offre et la demande prévue.

2) Ces contingents doivent être aussi voisins que possible de 25 p. 100 du contingent annuel d'exportation attribué à chaque Membre pour l'année caférière considérée. Aucun Membre n'est autorisé à exporter plus de 30 p. 100 au cours du premier trimestre, plus de 60 p. 100 au cours des deux premiers trimestres, plus de 80 p. 100 au cours des trois premiers trimestres de l'année caférière. Si, au cours d'un trimestre, les exportations d'un Membre n'atteignent pas le contingent qui lui est attribué pour ce trimestre, le solde inemployé est ajouté à son contingent du trimestre suivant de l'année caférière considérée.

Article 32

Ajustement des contingents annuels d'exportation

Si l'état du marché l'exige, le Conseil peut revoir l'ensemble des contingents et modifier le pourcentage des contingents de base qu'il a arrêté, en vertu du paragraphe 2) de l'Article 30. En procédant à cet ajustement, le Conseil tient compte de tout déficit probable chez les Membres.

Article 33

Notification des déficits

- 1) Les Membres exportateurs s'engagent à notifier au Conseil, à la fin du huitième mois de l'année caférière et aux dates ultérieures que le Conseil fixerait, s'ils disposent d'assez de café pour exporter la totalité de leur contingent de cette année-là.
- 2) Le Conseil tient compte de ces notifications pour décider s'il y a lieu d'ajuster, en vertu de l'Article 32, les contingents d'exportation.

Article 34

Ajustement des contingents trimestriels d'exportation

- 1) Dans les cas prévus au présent Article, le Conseil modifie les contingents trimestriels attribués à chaque Membre, en vertu du paragraphe 1) de l'Article 31.

2) Quand le Conseil modifie, en vertu de l'Article 32, les contingents annuels d'exportation, cette modification affecte les contingents des trimestres à courir de l'année caférière et, le cas échéant, celui du trimestre en cours.

3) En dehors de l'ajustement prévu au paragraphe 2), le Conseil peut, s'il estime que la situation du marché l'exige, modifier le contingent trimestriel d'exportation du trimestre en cours et des trimestres à courir de la même année caférière, sans toutefois modifier les contingents annuels d'exportation.

4) Quand, en raison de circonstances exceptionnelles, un Membre exportateur estime que les limitations prévues au paragraphe 2) de l'Article 31 sont de nature à porter à son économie un préjudice grave, le Conseil peut, à la demande de ce Membre, statuer sur ce cas conformément à l'Article 60. Le Membre intéressé doit faire la preuve du préjudice et fournir des garanties adéquates quant au maintien de la stabilité des prix. Toutefois, en aucun cas, le Conseil n'autorise un Membre à exporter plus de 35 p. 100 de son contingent annuel d'exportation au cours du premier trimestre, plus de 65 p. 100 au cours des deux premiers trimestres, et plus de 85 p. 100 au cours des trois premiers trimestres de l'année caférière.

5) Tous les Membres reconnaissent que de fortes hausses ou baisses de prix se produisant au cours de brèves périodes peuvent fausser indûment les tendances profondes des prix, inquiéter gravement producteurs et consommateurs et compromettre la réalisation des objectifs de l'Accord. En conséquence, quand de telles fluctuations dans le niveau général des prix se produisent au cours de brèves périodes, les Membres peuvent demander que le Conseil se réunisse; le Conseil peut alors, à la majorité répartie simple, ajuster le volume total des contingents trimestriels en vigueur.

6) Si le Conseil constate qu'une hausse ou baisse prononcée et anormale du niveau général des prix est due à une manipulation artificielle du marché du café, du fait d'ententes entre importateurs, entre exportateurs, ou entre les deux catégories, il décide à la majorité simple les mesures correctives à prendre pour rajuster le volume total des contingents trimestriels en vigueur.

Article 35

Procédure d'ajustement des contingents d'exportation

1) Le Conseil fixe les contingents annuels et les ajuste en modifiant selon le même pourcentage le contingent de base de chaque Membre.

2) Les modifications générales apportées à tous les contingents trimestriels en vertu des paragraphes 2), 3), 5) et 6) de l'Article 34 s'appliquent, au prorata, aux contingents trimestriels de chaque pays, selon les règles arrêtées à cet effet par le Conseil; ces règles tiennent compte des différents pourcentages de leur contingent annuel que les différents Membres ont exportés ou sont autorisés à exporter pendant chaque trimestre de l'année cafrière.

3) Toutes les décisions que le Conseil prend sur la fixation et l'ajustement des contingents annuels et trimestriels en vertu des Articles 30, 31, 32 et 34 sont prises, sauf disposition contraire, à la majorité répartie des deux tiers.

Article 36

Respect du contingentement

1) Les Membres exportateurs astreints au contingentement prennent les mesures voulues pour assurer le respect absolu de toutes les dispositions de l'Accord qui concernent le contingentement. Le Conseil peut demander à ces Membres de prendre des mesures complémentaires pour appliquer de façon effective le système de contingentement que prévoit l'Accord.

2) Les Membres exportateurs ne dépassent pas le contingent d'exportation qui leur est attribué pour l'année et pour le trimestre.

3) Si un Membre exportateur dépasse son contingent pendant un trimestre donné, le Conseil réduit ses contingents futurs en une ou plusieurs fois, de l'équivalent du dépassement.

4) Si un Membre exportateur dépasse une deuxième fois son contingent trimestriel, pendant que l'Accord reste en vigueur, le Conseil réduit ses contingents futurs, en une ou plusieurs fois, du double du dépassement.

5) Si un Membre exportateur dépasse une troisième fois ou plus souvent encore son contingent trimestriel, pendant que l'Accord reste en vigueur, le Conseil applique la réduction prévue au paragraphe 4 et peut en outre, en appliquant la procédure prévue à l'Article 69, demander à ce Membre de quitter l'Organisation.

6) Les réductions de contingent prévues aux paragraphes 3), 4) et 5) ont lieu dès que le Conseil reçoit les renseignements nécessaires.

Article 37

Dispositions transitoires

1) Les exportations de café postérieures au 1er octobre 1962 sont imputées sur le contingent annuel d'exportation du pays exportateur au moment où l'Accord entre en vigueur pour lui.

2) Si l'Accord n'entre en vigueur qu'après le 1er octobre 1962, le Conseil, à sa première session, apporte à la procédure de fixation des contingents annuels et trimestriels les modifications éventuellement nécessaires pour l'année cafécière ou l'Accord entre en vigueur.

Article 38

Expéditions en provenance de territoires dépendants

1) Dans le cas des territoires qui dépendent d'un Membre, et sous réserve des dispositions du paragraphe 2) du présent Article, le café expédié d'un de ces territoires vers la métropole ou vers une autre dépendance de cette métropole, à des fins de consommation intérieure soit dans la métropole soit dans une de ses autres dépendances, n'est ni considéré comme café d'exportation ni assujetti au contingentement des exportations, à condition que le Membre intéressé conclue à la satisfaction du Conseil des accords qui règlent le contrôle des réexportations et tous les autres problèmes qui, de l'avis du Conseil, touchent au fonctionnement de l'Accord et qui découlent des rapports particuliers qui unissent le territoire métropolitain du Membre et ses dépendances.

2) Toutefois, le commerce du café entre un Membre et un de ses territoires dépendants qui, en vertu des Articles 4 ou 5, est un Membre distinct de l'Organisation ou est membre d'un groupe, est assimilé, aux fins de l'Accord, au commerce international du café.

Article 39

Pays exportateurs exempts du contingentement

1) Un Membre exportateur dont les exportations annuelles de café ont été en moyenne, pendant les trois années précédentes, inférieures à 25 000 sacs, n'est pas astreint au contingentement de ses exportations tant qu'elles restent inférieures à cette quantité.

2) Un territoire sous tutelle (administré au titre d'un accord de tutelle avec les Nations Unies) dont les exportations annuelles vers d'autres pays que l'Autorité administrante ne dépassent pas 100 000 sacs n'est pas astreint au contingentement tant que ces exportations ne dépassent pas cette quantité.

Article 40

Exportations hors contingent

1) Pour favoriser l'accroissement de la consommation de café dans certaines régions du monde où la consommation par habitant est faible et pourrait notamment s'étendre, les exportations destinées aux pays dont la liste figure à l'Annexe B ne sont pas, sous réserve des dispositions de l'alinéa f) du présent paragraphe, imputées sur les contingents. Au début de la deuxième année cafière complète de l'Accord, et ensuite une fois par an, le Conseil examine la liste pour déterminer s'il convient d'en rayer un ou plusieurs pays, et peut le rayer ou les rayer s'il en décide ainsi. Les exportations destinées aux pays dont la liste figure à l'Annexe B sont régies par les dispositions suivantes.

a) A sa première session, et chaque fois ensuite qu'il le juge nécessaire, le Conseil arrête une prévision des importations destinées à la consommation intérieure des pays dont la liste figure à l'Annexe B, après avoir passé en revue les résultats obtenus l'année précédente dans ces pays en matière d'accroissement de la consommation de café et compte tenu du résultat probable des campagnes de propagande et des dispositions prises par le commerce. Le total des exportations des Membres exportateurs à destination des pays dont la liste figure à l'Annexe B ne doit pas dépasser la quantité fixée par le Conseil; à cet effet, le Conseil tient ces Membres au courant des exportations

en cours à destination de ces pays. Trente jours au plus tard après la fin de chaque mois, les Membres exportateurs avisent le Conseil de toutes les exportations effectuées au cours du mois à destination de chacun des pays dont la liste figure à l'Annexe B.

- b) Les Membres donnent tous les renseignements, statistiques ou autres, dont le Conseil peut avoir besoin pour contrôler le courant du café vers les pays dont la liste figure à l'Annexe B, et la consommation de café dans ces pays.
- c) Les Membres exportateurs s'efforceront le plus tôt possible de renégocier les accords commerciaux en vigueur, de façon à y inscrire des dispositions propres à empêcher les pays dont la liste figure à l'Annexe B de réexporter du café vers d'autres marchés. Les Membres exportateurs inscriront également de telles dispositions dans tous les nouveaux accords commerciaux et dans tous les nouveaux contrats de vente indépendants des accords commerciaux, que ces contrats se négocient avec des commerçants privés ou avec des organisations d'Etat.
- d) Pour contrôler à tout moment les exportations destinées aux pays dont la liste figure à l'Annexe B, le Conseil peut décider d'autres mesures de précaution, notamment exiger que les sacs de café destinés à ces pays portent des marques spéciales et que les Membres exportateurs reçoivent de ces pays la garantie bancaire et contractuelle que ce café ne sera pas réexporté vers des pays qui ne figurent pas sur la liste de l'Annexe B. Au besoin, le Conseil peut s'assurer les services d'une organisation mondiale de réputation internationale pour enquêter sur les irrégularités ou pour contrôler les exportations destinées aux pays dont la liste figure à l'Annexe B. Le Conseil signale aux Membres exportateurs toute irrégularité éventuelle.
- e) Le Conseil rédige chaque année un rapport circonstancié sur les résultats obtenus quant au développement des marchés du café dans les pays dont la liste figure à l'Annexe B.
- f) Si du café, exporté d'abord par un Membre à destination d'un pays dont le nom figure sur la liste donnée à l'Annexe B, est ensuite réexporté à destination d'un pays dont le nom n'y figure pas, le Conseil impute sur le

contingent du Membre exportateur la quantité réexportée. Si de telles réexportations se renouvelant de la part du pays, inscrit sur la liste de l'Annexe B le Conseil examine le cas, et, sauf s'il constate des circonstances atténuantes, il peut à tout moment rayer ce pays de la liste.

2) Les exportations de café en grain comme matière première à transformer industriellement à des fins autres que la consommation humaine comme boisson ou comme aliment ne sont pas contingentées, à condition que le Membre exportateur prouve à la satisfaction du Conseil que ce café en grain aura effectivement cet usage.

3) Le Conseil peut, à la demande d'un Membre, décider que les exportations de café effectuées par ce Membre à des fins humanitaires ou non commerciales ne sont pas imputables sur son contingent.

Article 41

Garanties d'approvisionnement

Le Conseil veille non seulement à ce que l'offre totale de café corresponde au total prévu des importations mondiales, mais aussi à ce que les consommateurs puissent se procurer les types de café qu'ils demandent. A cette fin, le Conseil peut décider, à la majorité répartie des deux tiers, d'employer toutes méthodes qu'il juge praticables.

Article 42

Conventions régionales ou interrégionales de prix

1) Les conventions régionales ou interrégionales que les Membres exportateurs concluent entre eux sur les prix doivent être compatibles avec les objectifs généraux de l'Accord; elles sont déposées auprès du Conseil. Ces conventions doivent tenir compte des intérêts des producteurs et des consommateurs ainsi que des objectifs de l'Accord. Tout Membre de l'Organisation qui estime qu'une de ces conventions est de nature à produire des résultats contraires aux objectifs de l'Accord peut demander au Conseil de l'examiner avec les membres intéressés, à sa prochaine session.

2) En consultant les Membres et les organisations régionales auxquelles ils appartiendraient, le Conseil peut recommander, pour les diverses qualités et grades de café, une échelle d'écart de prix que les Membres s'efforcent de faire respecter par leur politique des prix.

3) Si de vives fluctuations de prix se produisent au cours de brèves périodes pour les qualités et grades de café pour lesquels une échelle d'écart de prix a été adoptée à la suite de recommandations faites en vertu du paragraphe 2) du présent Article, le Conseil peut recommander des mesures correctives appropriées.

Article 43

Etude des tendances du marché

Le Conseil suit constamment de près les tendances du marché du café, en vue de recommander une politique des prix en tenant compte des résultats obtenus grâce au mécanisme contingentaire de l'Accord.

CHAPITRE VIII. CERTIFICATS D'ORIGINE ET DE REEXPORTATION

Article 44

Certificats d'origine et de réexportation

1) Tout café exporté par le Membre sur le territoire duquel il a été cultivé est accompagné d'un certificat d'origine du modèle donné à l'Annexe C et délivré par l'organisme qualifié que ce Membre a choisi. Chaque Membre exportateur détermine le nombre des exemplaires qui lui sont nécessaires et dont chacun porte un numéro d'ordre. L'original du certificat est joint aux documents d'exportation et ce Membre en envoie copie à l'Organisation. Le Conseil vérifie les certificats d'origine, soit directement, soit par l'intermédiaire d'un organisme mondial de réputation internationale, de façon à connaître à tout moment les quantités de café exportées par chaque Membre.

2) Tout café réexporté par un Membre est accompagné d'un certificat de réexportation émis par un organisme qualifié choisi par ce Membre, attestant, sous la forme que le Conseil

aura arrêtée, que ce café a été importé conformément aux dispositions de l'Accord et mentionnant, le cas échéant, le certificat ou les certificats d'origine qui l'accompagnaient à l'importation. L'original de ce certificat de réexportation est joint aux documents de réexportation et le Membre réexportateur en envoie copie à l'Organisation.

3) Chaque Membre ou groupe de Membres communique à l'Organisation le nom de l'organisme ou des organismes qu'il a désignés pour s'acquitter des fonctions prévues aux paragraphes 1) et 2) du présent Article. Le Conseil peut à tout moment déclarer, par une décision motivée, qu'il récuse tel ou tel de ces organismes.

4) Les Membres adressent à l'Organisation des rapports périodiques au sujet des importations de café, sous la forme et aux intervalles que détermine le Conseil.

5) Les dispositions du paragraphe 1) du présent Article prennent effet dans les trois mois de l'entrée en vigueur du présent Accord. Les dispositions du paragraphe 2) prennant effet à la date fixée par le Conseil.

6) Après les dates indiquées au paragraphe 5) du présent Article, chaque Membre interdit l'entrée de tout café, exporté par un autre Membre, et qui n'est pas accompagné d'un certificat d'origine ou de réexportation.

CHAPITRE IX. REGLEMENTATION DES IMPORTATIONS

Article 45

Réglementation des importations

1) Pour empêcher des pays exportateurs non membres d'augmenter leurs exportations au détriment des Membres, les dispositions suivantes s'appliquent au café que des Membres importent de pays non membres.

2) Si, trois mois après l'entrée en vigueur de l'Accord ou à tout moment par la suite, les Membres de l'Organisation représentent moins de 95 p. 100 des exportations mondiales de l'année civile 1961, chaque Membre, sous réserve des dispositions des paragraphes 4) et 5) du présent Article, limite les quantités qu'il importe annuellement

de l'ensemble des pays non membres à un total qui ne dépasse pas ses importations moyennes de cet ensemble de pays pendant les trois dernières années pour lesquelles on a des statistiques avant l'entrée en vigueur de l'Accord. Toutefois, si le Conseil le décide, l'application de cette limitation peut être différée.

3) Si le Conseil constate à un moment donné, d'après les renseignements qui lui parviennent, que les exportations de l'ensemble des pays non membres entraînent les exportations des Membres, il peut, même si les Membres de l'Organisation représentent 95 p. 100 ou plus des exportations mondiales de l'année civile 1961, décider d'appliquer la limitation prévue au paragraphe 2).

4) Si les importations mondiales que le Conseil prévoit en vertu de l'Article 30 pour une année caféière donnée sont inférieures aux importations mondiales qu'il a prévues pour la première année caféière complète qui a suivi l'entrée en vigueur de l'Accord, il réduit, proportionnellement à la différence entre les importations mondiales prévues par lui pour cette année-là et cette prévision pour la première année, la quantité que chaque Membre peut, en vertu du paragraphe 2), importer de l'ensemble des pays non-membres.

5) Le Conseil peut recommander chaque année de limiter plus encore les quantités importées de pays non membres, s'il juge qu'il le faut pour réaliser les objectifs du présent Accord.

6) Dans les trente jours de l'entrée en vigueur des limitations que prévoit le présent Article, chaque Membre informe le Conseil de la quantité qu'il peut importer annuellement de l'ensemble des pays non membres.

7) Les obligations définies aux paragraphes précédents s'entendent sans préjudice des obligations contraires, bilatérales ou multilatérales, que les Membres importateurs ont contractées à l'égard de pays non membres avant le 1er août 1962, à condition que tout Membre importateur qui a contracté ces obligations contraires s'en acquitte de manière à atténuer le plus possible le conflit qui les oppose aux obligations définies aux paragraphes précédents, qu'il prenne le plus tôt possible des mesures pour concilier ces obligations et les dispositions de ces paragraphes, et qu'il expose en détail au Conseil la nature de ces obligations et les mesures qu'il a prises pour atténuer le conflit ou le faire disparaître.

8) Si un Membre importateur ne se conforme pas aux dispositions du présent Article, le Conseil peut, à la majorité répartie des deux tiers, suspendre et son droit de voter au Conseil et son droit de voter ou de faire voter pour lui au Comité exécutif.

CHAPITRE X - ACCROISSEMENT DE LA CONSOMMATION

Article 46

Propagande

1) Le Conseil patronne un programme permanent de propagande en faveur de la consommation du café. L'ampleur de ce programme et les frais qu'il doit entraîner sont périodiquement soumis à l'examen du Conseil et subordonnés à son approbation. Les Membres importateurs ne sont pas tenus de contribuer au financement de ce programme.

2) S'il en décide ainsi après examen, le Conseil constitue au sein de l'Organisation, et dans le cadre du Comité exécutif, un comité distinct : le Comité de propagande mondiale du café.

3) Si le Comité de propagande mondiale du café est constitué, les dispositions suivantes lui sont applicables.

- a) Le Conseil arrête le règlement du Comité de propagande, et en particulier les clauses relatives à sa composition, à son organisation et à ses finances. Les membres du Comité sont choisis exclusivement parmi les Membres qui contribuent au financement du programme de propagande prévu au paragraphe 1) du présent Article.
- b) Dans l'accomplissement de sa tâche, le Comité crée un comité technique dans chaque pays où une campagne de propagande doit avoir lieu. Avant d'entreprendre une campagne de propagande dans un pays Membre donné, le Comité informe de ses intentions le représentant de ce Membre au Conseil et obtient son agrément.
- c) Les dépenses administratives ordinaires afférentes au personnel permanent du Comité sont, à l'exception des frais de déplacement pour des opérations de propagande, imputées sur le budget administratif de l'Organisation et non pas sur les crédits de propagande du Comité.

Article 47**Elimination des obstacles**

- 1) Les Membres reconnaissent qu'il est de la plus haute importance de réaliser dans les meilleurs délais le plus grand développement possible de la consommation du café, notamment par l'élimination progressive de tout obstacle qui pourrait entraver ce développement.
- 2) Les Membres affirment leur intention de favoriser une entière coopération internationale entre tous les pays exportateurs et importateurs de café.
- 3) Les Membres reconnaissent que certaines mesures actuellement en vigueur pourraient, dans des proportions plus ou moins grandes, entraver l'augmentation de la consommation du café, en particulier :
 - a) Certains régimes d'importation applicables au café, y compris les tarifs préférentiels ou autres, les contingents, les opérations des monopoles gouvernementaux ou des organismes officiels d'achat et autres règles administratives ou pratiques commerciales;
 - b) Certains régimes d'exportation en ce qui concerne les subventions directes ou indirectes et autres règles administratives ou pratiques commerciales;
 - c) Certaines conditions intérieures de commercialisation et dispositions internes de caractère législatif et administratif qui pourraient affecter la consommation.
- 4) Ils reconnaissent que certains Membres ont manifesté leur accord avec les objectifs mentionnés ci-dessus en annonçant leur intention de réduire les tarifs sur le café ou en prenant d'autres mesures pour éliminer les obstacles à l'augmentation de la consommation.
- 5) A la lumière des études déjà effectuées ou de celles qui seront effectuées sous l'égide du Conseil ou par d'autres organisations internationales compétentes, et de la déclaration adoptée à la réunion ministérielle de Genève le 30 novembre 1961, les Membres s'engagent à :
 - a) Examiner les moyens par lesquels les obstacles au développement du commerce et de la consommation mentionnés au paragraphe 3) du présent Article pourraient être progressivement réduits et éventuellement,

- dans la mesure du possible, éliminés, ou par lesquels leurs effets pourraient être substantiellement diminués;
- b) Informer le Conseil des résultats de leur examen afin que le Conseil puisse examiner durant les dix-huit premiers mois après l'entrée en vigueur de l'Accord les informations fournies par les Membres sur les effets de ces obstacles et, le cas échéant, les mesures envisagées pour réduire les obstacles ou diminuer leurs effets;
 - c) Prendre en considération les résultats de cet examen par le Conseil dans l'adoption de mesures internes et dans les propositions en vue d'une action internationale;
 - d) Examiner lors de la réunion prévue à l'Article 72 les résultats obtenus par l'Accord et envisager l'adoption de nouvelles mesures en vue d'éliminer les obstacles qui pourraient encore s'opposer au développement du commerce et de la consommation, compte tenu de la réussite de l'Accord en ce qui concerne l'accroissement du revenu des Membres exportateurs et le développement de la consommation.
- 6) Les Membres s'engagent à étudier, au sein du Conseil et dans les autres organisations appropriées, les demandes qui pourraient être présentées par certains Membres dont l'économie pourrait être affectée par les mesures prises en application du présent Article.

CHAPITRE XI - LIMITATION DE LA PRODUCTION

Article 48

Objectifs de production

- 1) Les Membres producteurs s'engagent à ajuster leur production de café, pendant que l'Accord reste en vigueur, aux quantités nécessaires à la consommation intérieure, aux exportations et à la constitution des stocks prévus au Chapitre XIII.
- 2) Dans les douze mois de l'entrée en vigueur du présent Accord, le Conseil, après avoir consulté les Membres producteurs, recommande, à la majorité répartie des deux tiers, des objectifs de production pour chacun d'eux et pour l'ensemble du monde.

3) Chaque Membre producteur a l'entièr responsabilité des mesures et méthodes qu'il applique pour atteindre ces objectifs.

Article 49

Exécution des programmes de limitation de la production

1) Chaque Membre producteur rend périodiquement compte par écrit au Conseil des mesures qu'il prend ou a prises pour atteindre les objectifs de l'Article 48, ainsi que des résultats pratiques qu'il a obtenus. A sa première session, le Conseil décide, à la majorité répartie des deux tiers, quand et comment il recevra et examinera ces comptes rendus. Avant de faire des observations ou des recommandations, le Conseil consulte les Membres intéressés.

2) Si le Conseil constate, à la majorité répartie des deux tiers, soit qu'un Membre producteur n'a pas, dans les deux ans de l'entrée en vigueur du présent Accord, adopté de programme pour ajuster sa production aux objectifs recommandés par le Conseil en vertu de l'Article 48, soit que le programme d'un Membre producteur est inopérant, il peut, à la même majorité, décider que ce Membre ne bénéficiera pas des majorations de contingents qui pourraient résulter de l'application de l'Accord. Le Conseil peut, à la même majorité, fixer, pour vérifier que les dispositions de l'Article 48 sont respectées, les méthodes qu'il juge appropriées.

3) Au moment qu'il juge opportun, mais au plus tard, en tout cas, à la session de révision que prévoit l'Article 72, le Conseil peut, à la majorité répartie des deux tiers et à la lumière des comptes rendus que les Membres producteurs lui ont adressés conformément au paragraphe 1) du présent Article, ajuster les objectifs de production qu'il a recommandés en vertu du paragraphe 2) de l'Article 48.

4) Dans l'application du présent Article, le Conseil se tient en liaison étroite avec les organisations internationales, nationales ou privées qui se préoccupent ou se chargent de l'aide, financière ou autre, aux plans de développement des pays de production primaire.

Article 50

Coopération des Membres importateurs

Considérant qu'il est de la plus haute importance de réaliser un équilibre judicieux entre la production cafrière et la demande mondiale, les Membres importateurs s'engagent, dans l'esprit de leur politique générale d'assistance internationale, à collaborer avec les Membres producteurs à l'exécution des plans que ceux-ci auront dressés pour limiter leur production de café. Ils peuvent, au moyen d'accords bilatéraux, multilatéraux ou régionaux, apporter cette aide, de caractère technique, financier ou autre, aux Membres producteurs qui appliquent les dispositions du présent Chapitre.

CHAPITRE XII – REGLEMENTATION DES STOCKS

Article 51

Politique des stocks

- 1) A sa première session, le Conseil prend des mesures pour inventorier les stocks mondiaux de café, selon les méthodes qu'il aura arrêtées et en tenant compte des éléments suivants : quantité, pays d'origine, emplacement, qualité et état. Les Membres facilitent cette enquête.
- 2) D'après les données ainsi obtenues, le Conseil, pour compléter les recommandations prévues à l'Article 48 et favoriser ainsi la réalisation des objectifs de l'Accord, arrête, dans les douze mois de l'entrée en vigueur de l'Accord et après avoir consulté les Membres intéressés, la politique à suivre à l'égard de ces stocks.
- 3) Les Membres producteurs s'efforcent, par tous les moyens dont ils disposent, d'appliquer la politique arrêtée par le Conseil.
- 4) Chaque Membre producteur a l'entièvre responsabilité des mesures qu'il met en œuvre pour appliquer la politique ainsi arrêtée par le Conseil.

Article 52**Exécution des programmes de réglementation des stocks**

Chaque Membre producteur rend périodiquement compte par écrit au Conseil des mesures qu'il prend ou a prises pour atteindre les objectifs de l'Article 51, ainsi que des résultats pratiques qu'il a obtenus. A sa première session, le Conseil décide quand et comment il recevra et examinera ces comptes rendus. Avant de faire des observations ou des recommandations, le Conseil consulte les Membres intéressés.

CHAPITRE XIII - OBLIGATIONS DIVERSES**Article 53****Collaboration avec la profession**

- 1) Le Conseil encourage les Membres à prendre l'avis des spécialistes du café.
- 2) Les Membres règlent l'action qu'ils exercent dans le cadre de l'Accord de manière à respecter les structures de la profession.

Article 54**Troc**

Pour éviter de compromettre la structure générale des prix, les Membres s'abstiennent de procéder à des opérations de troc ayant un lien direct entre elles et comportant la vente de café sur les marchés traditionnels.

Article 55**Mélanges et succédanés**

Les Membres ne maintiennent en vigueur aucune réglementation qui exigerait que d'autres produits soient mélangés, traités ou utilisés avec du café, en vue de sa vente dans le commerce sous l'appellation de café. Les Membres s'efforcent d'interdire la publicité et la vente, sous le nom de café, de produits contenant moins de l'équivalent de 90 p. 100 de café vert comme matière première de base.

CHAPITRE XIV - FINANCEMENT SAISONNIER

Article 56

Financement saisonnier

1) A la demande de tout Membre qui serait également partie à un accord bilatéral, multilatéral, régional ou interrégional de financement saisonnier, le Conseil examine cet accord pour vérifier s'il est compatible avec les obligations de l'Accord.

2) Le Conseil peut faire des recommandations aux Membres en vue de résoudre tout conflit d'obligations qui pourrait se produire.

3) D'après les renseignements donnés par les Membres intéressés et s'il le juge opportun et souhaitable, le Conseil peut faire des recommandations générales pour aider les Membres à qui un financement saisonnier est nécessaire.

CHAPITRE XV - FONDS INTERNATIONAL DU CAFE

Article 57

Fonds international du café

1) Le Conseil peut instituer un Fonds international du café. Le Fonds sert à aider à la réalisation des objectifs de l'Accord, notamment à limiter la production cafrière pour établir entre celle-ci et la demande mondiale de café un équilibre judicieux.

2) Cotiser au Fonds est facultatif.

3) Pour instituer le Fonds et pour arrêter les principes directeurs qui en régissent la gestion, le Conseil prend ses décisions à la majorité répartie des deux tiers.

CHAPITRE XVI - INFORMATION ET ETUDES

Article 58

Information

1) L'Organisation sert de centre de rassemblement, d'échange et de publication:

a) De renseignements statistiques sur la production, les prix, les exportations et importations, la distribution et la consommation du café dans le monde;

b) Dans la mesure où elle le juge approprié, de renseignements techniques sur la culture, le traitement et l'utilisation du café.

2) Le Conseil peut demander aux Membres de lui donner, en matière de café, les renseignements qu'il juge nécessaires à son activité, notamment des rapports statistiques périodiques sur la production, l'exportation et l'importation, la distribution, la consommation, les stocks et l'imposition, mais il ne rend public aucun renseignement qui permettrait d'identifier les opérations d'individus ou de firmes qui produisent, traitent ou écoulent du café. Les Membres communiquent sous une forme aussi détaillée et précise que possible les renseignements demandés.

3) Si un Membre ne donne pas ou a peine à donner dans un délai normal les renseignements, statistiques ou autres, dont le Conseil a besoin pour la bonne marche de l'Organisation, le Conseil peut exiger du Membre en question qu'il explique les raisons de ce manquement. S'il constate qu'il faut à cet égard une aide technique, le Conseil peut prendre les mesures nécessaires.

Article 59

Etudes

1) Le Conseil peut favoriser des études sur : les conditions économiques de la production et de la distribution du café; l'incidence des mesures prises par le gouvernement, dans les pays producteurs et dans les pays consommateurs, sur la production et la consommation du café; la possibilité d'augmenter la consommation du café en l'employant à son usage traditionnel et éventuellement à de nouveaux usages; les effets du fonctionnement de l'Accord sur les producteurs et les consommateurs de café, notamment en ce qui concerne les termes de l'échange.

2) L'Organisation poursuit, dans la mesure qu'elle juge nécessaire, les études et recherches entreprises auparavant par le Groupe d'études du café et procède périodiquement à des études sur les tendances et les projections de la production et de la consommation du café.

3) L'Organisation peut étudier la possibilité d'assigner des normes minimales aux exportations des Membres producteurs de café. Le Conseil peut examiner des recommandations à cet effet.

CHAPITRE XVII - DISPENSES

Article 60

Dispenses

1) Le Conseil peut, à la majorité répartie des deux tiers, dispenser un Membre d'une obligation qui, en raison de circonstances exceptionnelles ou critiques, d'un cas de force majeure, de dispositions constitutionnelles, ou d'obligations internationales résultant de la Charte des Nations Unies touchant des territoires administrés sous le régime de tutelle,

- a) Lui fait subir un préjudice grave,
- b) Lui impose une charge injuste,
- c) Favorise d'autres Membres d'une manière injuste ou excessive.

2) Quand il accorde une dispense à un Membre, le Conseil précise explicitement sous quelles modalités, à quelles conditions et pour combien de temps le Membre est dégagé de cette obligation.

CHAPITRE XVIII - DIFFÉRENDS ET RECLAMATIONS

Article 61

Différends et réclamations

1) Tout différend relatif à l'interprétation ou à l'application du présent Accord qui n'est pas réglé par voie de négociation est, à la demande de tout Membre partie au différend, déféré au Conseil pour décision.

2) Quand un différend est déféré au Conseil en vertu du paragraphe 1) du présent Article, la majorité des Membres, ou plusieurs Membres qui détiennent ensemble au moins le tiers du total des voix, peuvent demander au Conseil de solliciter, après discussion de l'affaire et avant de faire connaître sa décision, l'opinion de la commission consultative, mentionnée au paragraphe 3) du présent Article, sur les questions en litige.

3) a) Sauf décision contraire prise à l'unanimité par le Conseil, cette commission est composée de :

- 1) Deux personnes désignées par les Membres exportateurs, dont l'une a une grande expérience des questions du genre de celle qui est en litige et l'autre a de l'autorité et de l'expérience en matière juridique;
 - ii) Deux personnes également qualifiées, désignées par les Membres importateurs;
 - iii) Un président choisi à l'unanimité par les quatre personnes nommées en vertu des alinéas i) et ii) ou, en cas de désaccord, par le Président du Conseil.
- b) Les ressortissants des pays qui sont Parties au présent Accord peuvent siéger à la commission consultative.
- c) Les membres de la commission consultative agissent à titre personnel et sans recevoir d'instructions d'aucun gouvernement.
- d) Les dépenses de la commission consultative sont à la charge du Conseil.
- 4) L'opinion motivée de la commission consultative est soumise au Conseil, qui tranche le différend après avoir pris en considération toutes les données pertinentes.
- 5) Quand un Membre se plaint qu'un autre Membre n'a pas rempli les obligations que lui impose l'Accord, cette plainte est, à la requête du plaignant, déferée au Conseil, qui décide.
- 6) Un Membre ne peut être reconnu coupable d'une infraction au présent Accord que par un vote à la majorité répartie simple. Toute constatation d'une infraction à l'Accord de la part d'un Membre doit spécifier la nature de l'infraction.
- 7) Si le Conseil constate qu'un Membre a commis une infraction au présent Accord, il peut, sans préjudice des autres mesures coercitives prévues à d'autres articles de l'Accord et par un vote à la majorité répartie des deux tiers, suspendre le droit que ce Membre a de voter au Conseil et le droit qu'il a de voter ou de faire voter pour lui au Comité exécutif, jusqu'au moment où il se sera acquitté de ses obligations, ou exiger son départ au titre de l'Article 69.

CHAPITRE XIX - DISPOSITIONS FINALES

Article 62

Signature

L'Accord sera, jusqu'au 30 novembre 1962 inclusivement, ouvert, au Siège des Nations Unies, à la signature de tout gouvernement invité à la Conférence des Nations Unies sur le café, 1962, et du gouvernement de tout Etat qui, avant son accession à l'indépendance, était représenté à cette Conférence en qualité de territoire dépendant.

Article 63

Ratification

L'Accord est soumis à la ratification ou acceptation des gouvernements signataires, conformément à leur procédure constitutionnelle. Les instruments de ratification ou d'acceptation seront déposés auprès du Secrétaire général des Nations Unies au plus tard le 31 décembre 1963. Chaque gouvernement qui dépose un instrument de ratification ou d'acceptation indique, au moment du dépôt, s'il entre dans l'Organisation comme Membre exportateur ou comme Membre importateur, selon les définitions données aux paragraphes 7) et 8) de l'Article 2.

Article 64

Entrée en vigueur

1) L'Accord entrera en vigueur entre les gouvernements qui auront déposé leurs instruments de ratification ou d'acceptation, dès que le gouvernement d'au moins vingt pays exportateurs, représentant au minimum 80 p. 100 des exportations mondiales de l'année 1961, selon les chiffres donnés à l'Annexe D, et le gouvernement d'au moins dix pays importateurs, représentant au minimum 80 p. 100 des importations mondiales de la même année, selon les chiffres donnés dans la même Annexe D, auront déposé ces instruments. L'Accord entrera en vigueur, pour tout gouvernement qui déposera ultérieurement un instrument de ratification, d'acceptation ou d'adhésion, à la date du dépôt de cet instrument.

2) L'Accord peut entrer provisoirement en vigueur. A cette fin, si un gouvernement signataire notifie au Secrétaire général des Nations Unies, au plus tard le 30 décembre 1963, qu'il s'engage à chercher à obtenir, aussi vite que le permet sa procédure constitutionnelle, la ratification ou l'acceptation de l'Accord, cette notification est considérée comme de même effet qu'un instrument de ratification ou d'acceptation. Il est entendu que le gouvernement qui en est l'auteur appliquera provisoirement les dispositions de l'Accord et sera provisoirement considéré comme partie à l'Accord, jusqu'à celle des deux dates qui sera la plus proche : celle du dépôt de son instrument de ratification ou d'acceptation ou le 31 décembre 1963.

3) Le Secrétaire général des Nations Unies convoquera le Conseil pour sa première session, qui se tiendra à Londres dans les trente jours de l'entrée en vigueur de l'Accord.

4) Que l'Accord soit ou non entré provisoirement en vigueur en vertu du paragraphe 2) du présent Article, si, le 31 décembre 1963, il n'est pas entré définitivement en vigueur en vertu du paragraphe 1), les gouvernements qui auront à cette date déposé leur instrument de ratification ou d'acceptation pourront se consulter pour envisager les mesures à prendre, et pourront, d'un commun accord, décider que l'Accord entrera en vigueur entre eux.

Article 65

Adhésion

Le gouvernement de tout Etat Membre des Nations Unies ou membre d'une des institutions spécialisées et tout gouvernement invité à la Conférence des Nations Unies sur le café, 1962, peuvent adhérer au présent Accord aux conditions que fixe le Conseil. Si le nom de ce pays ne figure pas à l'Annexe A, le Conseil, en fixant ces conditions d'adhésion, lui assigne un contingent de base. Si le nom de ce pays figure à l'Annexe A, le contingent de base indiqué dans cette Annexe s'applique à lui, sauf si le Conseil en décide autrement, à la majorité répartie des deux tiers. Chaque gouvernement qui dépose un instrument d'adhésion indique, au moment du dépôt, s'il entre dans l'Organisation comme Membre exportateur ou comme Membre importateur, selon les définitions données aux paragraphes 7) et 8) de l'Article 2.

Article 66

Réerves

Aucune des dispositions de l'Accord ne peut être l'objet de réserves.

Article 67

Notifications relatives aux territoires dépendants

1) Tout gouvernement peut, au moment de sa signature ou du dépôt de son instrument d'acceptation, de ratification ou d'adhésion, ou à tout moment par la suite, notifier au Secrétaire général des Nations Unies que l'Accord s'applique à tel ou tel des territoires dont il assure la représentation internationale; dès réception de cette notification, l'Accord s'applique aux territoires qui y sont mentionnés.

2) Toute Partie Contractante qui désire exercer à l'égard de tel ou tel de ses territoires dépendants le droit que lui donne l'Article 4, ou qui désire autoriser un de ses territoires dépendants à faire partie d'un groupe Membre constitué en vertu de l'Article 5 ou de l'Article 6, peut le faire en adressant au Secrétaire général des Nations Unies, soit au moment du dépôt de son instrument de ratification, d'acceptation ou d'adhésion, soit à tout moment par la suite, une notification en ce sens.

3) Toute Partie Contractante qui a fait la déclaration prévue au paragraphe 1) du présent Article peut par la suite notifier à tout moment au Secrétaire général des Nations Unies que l'Accord cesse de s'appliquer à tel ou tel territoire qu'il indique; dès réception de cette notification, l'Accord cesse de s'appliquer à ce territoire.

4) Le gouvernement d'un territoire auquel l'Accord s'appliquait en vertu du paragraphe 1) du présent Article et qui est par la suite devenu indépendant peut, dans les 90 jours de son accession à l'indépendance, notifier au Secrétaire général des Nations Unies qu'il a assumé les droits et les obligations d'une Partie Contractante à l'Accord. Dès réception de cette notification, il devient Partie à l'Accord.

Article 68**Retrait volontaire**

(Signature)
Toute Partie contractante ne peut notifier avant le 30 septembre 1963 qu'elle se retire volontairement de l'Accord. Par la suite, toute Partie contractante peut à tout moment se retirer de l'Accord en notifiant par écrit son retrait au Secrétaire général des Nations Unies. Le départ prend effet 90 jours après réception de la notification.

Article 69**Retrait forcé**

Si le Conseil constate qu'un Membre ne s'est pas acquitté des obligations que lui impose l'Accord, et que ce manquement entraîne sérieusement le fonctionnement de l'Accord, il peut, à la majorité répartie des deux tiers, exiger que ce Membre se retire de l'Organisation. Le Conseil notifie immédiatement cette décision au Secrétaire général des Nations Unies. Quatre-vingt-dix jours après la décision du Conseil, ce Membre cesse d'appartenir à l'Organisation et, si ce Membre est Partie contractante, d'être Partie à l'Accord.

Article 70**Liquidation des comptes en cas de retrait**

- 1) En cas de retrait d'un Membre, le Conseil liquide ses comptes s'il y a lieu. L'Organisation conserve les sommes déjà versées par ce Membre, qui est d'autre part tenu de régler toute somme qu'il lui doit à la date effective de son retrait; toutefois, s'il s'agit d'une Partie contractante qui ne peut pas accepter un amendement et qui de ce fait, en vertu du paragraphe 2) de l'Article 73, quitte l'Organisation ou cesse de participer à l'Accord, le Conseil peut liquider les comptes de la manière qui lui semble équitable.
- 2) Un Membre qui a quitté l'Organisation ou a cessé de participer à l'Accord n'a droit à aucune part du produit de la liquidation ou des autres avoirs de l'Organisation au moment de l'expiration ou de la résiliation de l'Accord en vertu de l'Article 71.

Article 71

Durée et expiration ou résiliation

1) L'Accord reste en vigueur jusqu'à l'expiration de la cinquième année caférière complète qui suit son entrée en vigueur, sauf s'il est prorogé en vertu du paragraphe 2) du présent Article ou résilié auparavant en vertu du paragraphe 3).

2) Au cours de la cinquième année caférière complète qui suit l'entrée en vigueur de l'Accord, le Conseil peut, s'il en décide ainsi à la majorité des Membres, mais au moins à la majorité répartie des deux tiers des voix, décider ou de négocier un nouvel Accord, ou de proroger l'Accord pour le temps qu'il détermine.

3) Le Conseil peut à tout moment, s'il en décide ainsi à la majorité des Membres, mais au moins à la majorité répartie des deux tiers des voix, décider de résilier l'Accord. Cette résiliation prend effet à dater du moment que le Conseil décide.

4) Nonobstant la résiliation de l'Accord, le Conseil continue à exister aussi longtemps qu'il le faut pour liquider l'organisation, apurer ses comptes et disposer de ses avoirs; il a, pendant cette période, les pouvoirs et fonctions qui peuvent lui être nécessaires à cet effet.

Article 72

Revision

Au second semestre de l'année caférière qui prendra fin le 30 septembre 1965, le Conseil tiendra une session spéciale pour reviser l'Accord.

Article 73

Amendements

1) Le Conseil peut, par décision prise à la majorité répartie des deux tiers, recommander aux Membres un amendement à l'Accord. Cet amendement prend effet 100 jours après que des Parties contractantes qui représentent au moins 75 p. 100 des Membres exportateurs détenant au moins 85 p. 100 des voix des Membres exportateurs, et des Parties contractantes qui représentent au moins 75 p. 100 des Membres importateurs détenant au moins 80 p. 100 des voix des Membres importateurs, ont fait parvenir leur acceptation au

Secrétaire général des Nations Unies. Le Conseil peut impartir aux Parties contractantes un délai pour adresser cette notification au Secrétaire général des Nations Unies; si l'amendement n'a pas pris effet à l'expiration de ce délai, il est considéré comme retiré. Le Conseil fournit au Secrétaire général les renseignements dont il a besoin pour déterminer si l'amendement a pris effet.

2) Si une Partie contractante, ou un territoire dépendant qui est Membre ou fait partie d'un groupe Membre, n'a pas notifié ou fait notifier son acceptation d'un amendement à la date où il prend effet, cette Partie contractante ou ce territoire dépendant cesse à cette date d'être partie à l'Accord.

Article 7⁴

Notifications par les soins du Secrétaire général

Le Secrétaire général des Nations Unies notifie à tous les gouvernements représentés par des délégués ou des observateurs à la Conférence des Nations Unies sur le café, 1962, et à tous les autres Etats Membres des Nations Unies ou d'une des institutions spécialisées chaque dépôt d'un instrument de ratification, acceptation ou adhésion, et les dates où l'Accord entre en vigueur provisoirement et définitivement. Le Secrétaire général des Nations Unies informe également toutes les Parties contractantes de chaque notification faite en vertu des Articles 5, 67, 68 ou 69; de la date où l'Accord est prorogé ou prend fin en vertu de l'Article 71; de la date où un amendement prend effet en vertu de l'Article 73.

EN FOI DE QUOI les soussignés, dûment autorisés à cet effet par leur gouvernement, ont signé le présent Accord aux dates qui figurent en regard de leur signature.

Les textes du présent Accord en anglais, français, russe, espagnol et portugais font tous également foi. Les originaux sont déposés aux archives des Nations Unies, et le Secrétaire général des Nations Unies en adresse copie certifiée conforme à chaque gouvernement signataire ou adhérent.

КОНФЕРЕНЦИЯ 1962 ГОДА ОРГАНИЗАЦИИ ОБЪЕДИНЕННЫХ НАЦИЙ
ПО ВОПРОСУ О КОФЕ

МЕЖДУНАРОДНОЕ СОГЛАШЕНИЕ 1962 ГОДА
ПО КОФЕ



ОРГАНИЗАЦИЯ ОБЪЕДИНЕННЫХ НАЦИЙ

1963

МЕЖДУНАРОДНОЕ СОГЛАШЕНИЕ 1962 ГОДА ПО КОФЕ [¹]Преамбула

Участвующие в настоящем Соглашении правительства, признавая исключительное значение кофе для хозяйства многих стран, доходы которых от экспорта и, следовательно, продолжение выполнения программ развития которых в социальной и экономической областях зависят в значительной мере от этого товара,

полагая, что тесное международное сотрудничество по сбыту кофе будет стимулировать разностороннее развитие экономики стран, производящих кофе, и, таким образом, способствовать укреплению политических и экономических связей между производителями и потребителями,

усматривая, что есть основание ожидать тенденции к упорному несоответствию между производством и потреблением, накоплению обременительных запасов и резким колебанием цен, которые могут причинять ущерб как производителям, так и потребителям, и

считая, что, при отсутствии международных мероприятий, это положение не может быть исправлено силами, normally действующими на рынке,

согласились о нижеследующем:

ГЛАВА I - ЦЕЛИ

Статья 1

Цели

Настоящее Соглашение имеет следующие цели:

1) установить надлежащее соотношение между спросом и предложением на такой основе, которая обеспечивала бы потребителям достаточное предложение кофе, а производителям - рынки для сбыта кофе по подходящим ценам, и создавала бы продолжительное равновесие между производством и потреблением,

¹ For corrections to the Russian text, see *post*, pp. 2199-2202.

- 2) устраниТЬ серьезные затруднения, причиняеМые обремени-
тельными излишками и слишком сильными колебаниями цен на кофе в
ущерб интересам как производителей, так и потребителей,
- 3) способствовать развитию продуктивных ресурсов и созданию
и сохранению занятости и дохода в странах-участницах, помогая,
таким образом, установлению справедливой заработной платы, более
высокого жизненного уровня и лучших условий труда,
- 4) содействовать увеличению покупательной способности экспор-
тирующих кофе стран поддержанием цен на справедливых уровнях и
увеличением потребления,
- 5) поощрять всеми возможными средствами потребление кофе и
- 6) вообще, ввиду существования связи между торговлей кофе и
экономической устойчивостью рынков на продукты промышленности,
способствовать международному сотрудничеству в связи с мировыми
проблемами кофе.

ГЛАВА II – ОПРЕДЕЛЕНИЯ

Статья 2

Определения

В этом Соглашении:

- 1) под кофе понимаются бобы и костянки кофейного дерева, в
оболочке, зеленые или обжаренные, включая размолотый, декофеини-
зированный, жидкий и растворимый кофе; эти термины имеют следую-
щие значения:
 - а) под "зеленым кофе" понимается всякий кофе в форме очищен-
ного боба до обжарки;
 - б) под "костянками кофе" понимается цельные плоды кофейного
дерева; для установления эквивалента зеленого кофе в
костянках кофе следует помножать чистый вес высушенных
костянок кофе на 0,50;

- c) под "кофе в оболочке" понимается зеленый кофейный боб в твердой внутренней оболочке; для установления эквивалента зеленого кофе в кофе в оболочке следует помножать чистый вес зеленого кофе на 0,80;
 - d) под "обжаренным кофе" понимается зеленый кофе, обжаренный в какой-либо степени, включая кофе размолотый; для установления эквивалента зеленого кофе в обжаренном кофе следует помножать чистый вес обжаренного кофе на 1,19;
 - e) под "декофеинизированным кофе" понимается зеленый, обжаренный или растворимый кофе, из которого был удален кофеин; для установления эквивалента зеленого кофе в декофеинизированном кофе следует помножать чистый вес декофеинизированного кофе в зеленой форме на 1,00, декофеинизированного кофе в обжаренной форме - на 1,19, а декофеинизированного кофе в растворимой форме - на 3,00;
 - f) под "жидким кофе" понимаются растворимые в воде твердые частицы, извлеченные из обжаренного кофе и обращенные в жидкую форму; для установления эквивалента зеленого кофе в жидким следует помножать чистый вес высушенных твердых частиц кофе, содержащихся в жидким кофе, на 3,00;
 - g) под "растворимым кофе" понимаются высушенные растворимые в воде твердые частицы, извлеченные из обжаренного кофе; для установления эквивалента растворимого кофе в зеленом кофе следует помножать чистый вес растворимого кофе на 3,00;
- 2) под "мешком" понимается 60 килограммов или 132,276 фунта зеленого кофе; под "тонной" понимается метрическая тонна в 1 000 килограммов или 2 204,6 фунта; под "фунтом" понимается 453,597 грамма;

3) под "кофейным годом" понимается годичный период с 1 октября по 30 сентября, включительно, а под "первым кофейным годом" - кофейный год, начинающийся 1 октября 1962 г.;

4) под "экспортом кофе" понимается, за исключением случаев, предусмотренных в статье 38, всякая отправка кофе с территории той страны, где это кофе было выращено;

5) под "Организацией" понимается Международная организация по кофе, под "Советом" - Международный совет по кофе и под "Комитетом" - Исполнительный комитет, созданные согласно статье 7 этого Соглашения;

6) под "участником" понимается или Договаривающаяся Сторона, или зависимая территория или зависимые территории, об отдельном участии которых было заявлено согласно статье 4, или две или несколько Договаривающихся Сторон или зависимых территорий или и тех и других, участвующих в Организации как групповой участник согласно статье 5 или 6;

7) под "участниками, экспортирующими кофе", или "странами, экспортирующими кофе", понимаются, соответственно, участники или страны, являющиеся чистыми экспортёрами кофе, т.е. такие, экспорт которых превышает импорт;

8) под "участниками, импортирующими кофе", или "странами, импортирующими кофе", понимаются, соответственно, участники или страны, являющиеся чистыми импортерами кофе, т.е. такие, импорт которых превышает экспорт;

9) под "участниками, производящими кофе", или "странами, производящими кофе", понимаются, соответственно, участники или страны, выращивающие кофе в значительных, с коммерческой точки зрения, количествах;

10) под "простым комплексным большинством голосов" понимается большинство голосов, поданных присутствовавшими и участвовавшими в голосовании участниками, экспортирующими кофе, и большинство голосов, поданных присутствовавшими и участвовавшими в голосовании участниками, импортирующими кофе, подсчитанные раздельно;

11) под "комплексным большинством в две трети голосов" понимается большинство в две трети голосов, поданных присутствовавшими и участвовавшими в голосовании участниками, экспортирующими кофе, и большинство в две трети голосов, поданных присутствовавшими и участвовавшими в голосовании участниками, импортирующими кофе, подсчитанные раздельно;

12) под "вступлением в силу" имеется в виду, за исключением тех случаев, когда из контекста вытекает иное, тот день, когда это Соглашение впервые вступает в силу, временно или окончательно.

ГЛАВА III - УЧАСТИЕ

Статья 3

Участие в Организации

Каждая Договаривающаяся Сторона, вместе с теми зависимыми территориями, на которые это Соглашение распространяется согласно пункту 1 статьи 67, является отдельным участником Организации, поскольку иное не предусматривается в статье 4, 5 или 6.

Статья 4

Отдельное участие в отношении зависимых территорий

Любая Договаривающаяся Сторона, являющаяся чистым импортером кофе, может в любое время, посредством надлежащего уведомления согласно пункту 2 статьи 67, заявить, что она участвует в Организации отдельно в отношении каких-либо из ее зависимых территорий, являющихся чистыми экспортерами кофе и ею поименованных. В таком случае метропольная территория и ее не поименованные таким образом зависимые территории будут иметь общее участие, а ее поименованные таким образом зависимые территории, индивидуально или коллективно - как указано в уведомлении, будут иметь отдельное участие.

Статья 5

Групповое участие по вступлении в Организацию

1) Две или несколько Договаривающихся Сторон, являющихся чистыми экспортерами кофе, могут, посредством надлежащего уведомления Генерального Секретаря Организации Объединенных Наций при депонировании своих соответствующих ратификационных грамот или грамот о присоединении и Совета на его первой сессии, заявить, что они вступают в Организацию в качестве группового участника. Зависимая территория, на которую это Соглашение было распространено согласно пункту 1 статьи 67, может войти в состав такого группового участника, если правительство государства, ответственного за ее международные отношения, сделает об этом надлежащее уведомление согласно пункту 2 статьи 67. Такие Договаривающиеся Стороны и зависимые территории должны отвечать следующим условиям:

а) они должны заявить о своем желании принять ответственность, как индивидуально, так и как группа, по обязательствам группы,

б) они должны впоследствии представить Совету достаточные доказательства того, что эта группа имеет организацию, необходимую для проведения общей политики по кофе, и что у них имеются средства для выполнения, вместе с другими членами этой группы, своих обязательств по этому Соглашению, и

с) они должны впоследствии представить Совету доказательства того, что или

1) они были признаны как группа в каком-либо предшествующем международном соглашении по кофе, или

ii) они имеют:

а) общую или координированную коммерческую и экономическую политику в отношении кофе и

б) координированную денежную и финансовую политику, равно как и органы, необходимые для проведения такой политики, и Совет убеждается таким образом в том, что соответствующий групповой участник может поддерживать дух группового участия и выполнять соответствующие обязательства группы.

2) Групповой участник является отдельным участником Организации, с тем исключением, что каждый член группы рассматривается как отдельный участник, поскольку это касается всех вопросов, возникающих на основании следующих постановлений:

- а) глав XI и XII,
- б) статей 10, 11 и 19 главы IV и
- с) статьи 70 главы XIX.

3) Договаривающиеся Стороны и зависимые территории, вступающие в качестве группового участника, должны указать правительство или организацию, которое или которая будет представлять их в Совете, поскольку речь идет о каких-либо вопросах, возникающих согласно этому Соглашению, кроме вопросов, указанных в пункте 2 настоящей статьи.

4) Групповому участнику принадлежат следующие права, касающиеся голосования:

- а) групповой участник имеет столько же основных голосов, сколько имеет отдельная страна-участница, вступающая в Организацию индивидуально. Эти голоса присваиваются представляющему соответствующую группу правительству или организации и осуществляются таким правительством или организацией;
- б) в случае голосования по любому вопросу, возникающему согласно постановлениям, указанным в пункте 2 настоящей статьи, члены группового участника могут раздельно пользоваться голосами, распределенными между ними согласно

постановлениям пункта 3 статьи 12, таким образом, будто каждый является индивидуальным участником Организации, за исключением основных голосов, которые остаются присвоенными только представляющему соответствующую группу правительству или организации.

5) Любая Договаривающаяся Сторона или зависимая территория, являющаяся членом группового участника, может, посредством уведомления Совета, выйти из соответствующей группы и стать отдельным участником. Такой выход вступает в силу по получении этого уведомления Советом. В случае такого выхода из группы и в том случае, если какой-либо член соответствующей группы перестает, вследствие выхода из Организации или по иной причине, быть таким членом, оставшиеся члены этой группы могут ходатайствовать перед Советом о сохранении этой группы, и эта группа продолжает существовать, если Совет не отклонит это ходатайство. В случае ликвидации какого-либо группового участника каждый член соответствующей группы становится отдельным участником. Участник, переставший быть членом группы, не может, пока это Соглашение остается в силе, снова стать членом какой-либо группы.

Статья 6

Последующее групповое участие

Двое или несколько участников, экспортирующих кофе, могут в любое время после вступления этого Соглашения для них в силу, ходатайствовать перед Советом об образовании группового участника. Совет удовлетворяет это ходатайство, если установит, что эти участники сделали заявление и представили доказательства, отвечающие требованиям пункта 1 статьи 5. После удовлетворения этого ходатайства на данного группового участника распространяются постановления пунктов 2, 3, 4 и 5 указанной статьи.

ГЛАВА IV - ОРГАНИЗАЦИЯ И УПРАВЛЕНИЕ**Статья 7****Учреждение, местопребывание и структура Международной организации по кофе**

- 1) Для выполнения постановлений этого Соглашения и наблюдения за его применением настоящим учреждается Международная организация по кофе.
- 2) Местопребыванием этой Организации является Лондон.
- 3) Организация функционирует через посредство Международного совета по кофе, его Исполнительного комитета, его Ответственного директора и его персонала.

Статья 8**Состав Международного совета по кофе**

- 1) Высшим органом Организации является Международный совет по кофе, состоящий из всех участников Организации.
- 2) Каждый участник представлен в этом Совете представителем и одним или несколькими заместителями представителя. Кроме того, любой участник может назначать одного или нескольких советников, которые сопровождали бы его представителя или заместителей представителя.

Статья 9**Права и функции Совета**

- 1) Носителем всех прав, прямо предусматриваемых в этом Соглашении, является Совет, который имеет права и выполняет функции, необходимые для проведения в жизнь постановлений этого Соглашения.
- 2) Совет, комплексным большинством в две трети голосов, устанавливает необходимые для проведения в жизнь постановлений

этого Соглашения и отвечающие этому Соглашению правила и положения, включая свои собственные правила процедуры и финансовые положения Организации, а также ее положения о персонале. В своих правилах процедуры Совет может предусмотреть порядок разрешения определенных вопросов без созыва заседаний.

3) Совет, далее, ведет необходимые для выполнения его функций по этому Соглашению записи и такие другие записи, какие признает желательными, а также опубликовывает годовой отчет.

Статья 10

Выборы председателя и заместителей председателя Совета

1) Совет избирает, на каждый кофейный год, председателя и первого, второго и третьего заместителей председателя.

2) Как общее правило, председатель и первый заместитель председателя избираются или из числа представителей участников, экспортирующих кофе, или из числа представителей участников, импортирующих кофе, а второй и третий заместители председателя избираются из числа представителей другой категории участников. Каждый кофейный год эти должности переходят от одной из этих двух категорий участников к другой.

3) Председатель или исполняющий обязанности председателя заместитель председателя не имеет права участвовать в голосовании. Его заместитель осуществляет, в таком случае, право голоса, при надлежащем соответствующему участнику.

Статья 11

Сессии Совета

Как общее правило, Совет два раза в год собирается на очередные сессии. Он может собираться на специальные сессии, если выносит об этом постановление. Кроме того, специальные сессии созываются в тех случаях, когда этого требует Исполнительный комитет,

или какие-либо пять участников, или участник или участники, которым принадлежит не менее 200 голосов. Кроме случаев крайней срочности, уведомление о предстоящей сессии совершается не менее, чем за тридцать дней. Сессии происходят в местопребывании Организации, если Совет не постановит иначе.

Статья 12

Голоса

1) Участники, экспортирующие кофе, имеют вместе 1 000 голосов, и участники, импортирующие кофе, имеют вместе 1 000 голосов, и эти голоса распределяются среди участников каждой категории, т.е. по принадлежности, среди участников, экспортирующих кофе, и участников, импортирующих кофе, согласно постановлениям следующих пунктов настоящей статьи.

2) Каждому участнику принадлежит пять основных голосов, при условии, что общее число основных голосов участников каждой категории не превышает 150. Если окажется, что число участников, экспортирующих кофе, или число участников, импортирующих кофе, будет больше тридцати, то число основных голосов каждого участника соответствующей категории изменяется таким образом, чтобы число основных голосов участников каждой категории не превышало максимума в 150.

3) Остающиеся голоса участников, экспортирующих кофе, распределяются между этими участниками пропорционально их соответствующим основным экспортным квотам, с тем, однако, исключением, что в случае голосования по какому-либо вопросу, возникающему согласно постановлениям, указанным в пункте 2 статьи 5, остающиеся голоса группового участника распределяются между членами соответствующей группы пропорционально доле каждого из них в основной экспортной квоте этого группового участника.

4) Остающиеся голоса участников, импортирующих кофе, распределяются между этими участниками пропорционально среднему количеству кофе, импортированного каждым из них за предшествующий трехгодичный период.

5) Распределение голосов производится Советом в начале каждого кофейного года и остается в силе в течение этого года, за исключением случаев, предусмотренных в пункте 6 настоящей статьи.

6) Во всех случаях, когда происходят изменения в составе Организации или приостанавливается или восстанавливается право голоса какого-либо участника согласно постановлениям статьи 25, 45 или 61, Совет производит перераспределение голосов в соответствии с настоящей статьей.

7) Никто из участников не может иметь больше 400 голосов.

8) Дробление голосов не допускается.

Статья 13

Порядок голосования в Совете

1) Каждый представитель вправе подать столько голосов, сколько принадлежит представляемому им участнику, и не может делить голоса последнего. Он может, однако, голосовать иначе, когда осуществляет право голоса согласно пункту 2 настоящей статьи.

2) Каждый участник, экспортирующий кофе, может уполномочить любого другого участника, экспортирующего кофе, и каждый участник, импортирующий кофе, может уполномочить любого другого участника, импортирующего кофе, представлять его интересы и осуществлять его право голоса на любом заседании или заседаниях Совета. Ограничение, предусмотренное в пункте 7 статьи 12, к этому случаю не относится.

Статья 14

Постановления Совета

1) Все постановления Совета принимаются и все рекомендации делаются простым комплексным большинством голосов, если иное не предусматривается в этом Соглашении.

2) При вынесении Советом любого решения, для которого необходимо, согласно этому Соглашению, комплексное большинство в две трети голосов, выполняется следующий порядок:

- a) если комплексного большинства в две трети голосов не получается вследствие подачи голосов "против" тремя или меньшим числом участников, экспортирующих кофе, или тремя или меньшим числом участников, импортирующих кофе, то предложение ставится, если Совет примет большинством голосов присутствующих участников и простым комплексным большинством голосов постановление об этом, снова на голосование в течение 48 часов;
 - б) если комплексного большинства в две трети голосов снова не получается вследствие подачи голосов "против" двумя или одним участником, импортирующим кофе, или двумя или одним участником, экспортирующим кофе, то предложение ставится, если Совет примет большинством голосов присутствующих участников и простым комплексным большинством голосов постановление об этом, снова на голосование в течение 24 часов;
 - в) если комплексного большинства в две трети голосов не получается при третьем голосовании вследствие подачи голоса "против" одним участником, экспортирующим кофе, или одним участником, импортирующим кофе, то предложение считается принятым;
 - г) если Совет не ставит предложение на новое голосование, оно считается отклоненным.
- 3) Участники обязуются признавать обязательными все постановления, вынесенные Советом на основании этого Соглашения.

Статья 15

Состав Комитета

- 1) В состав Исполнительного комитета входят семь участников, экспортирующих кофе, и семь участников, импортирующих кофе, которые избираются на каждый кофейный год в соответствии со статьей 16. Члены Комитета могут быть переизбраны.
- 2) Каждый член Комитета назначает одного представителя и одного или нескольких заместителей представителя.
- 3) Совет назначает на каждый кофейный год председателя Комитета, который может быть назначен снова. Он не имеет права участвовать в голосовании. Если какой-либо представитель назначен в председатели, право участвовать в голосовании вместо него принадлежит его заместителю.
- 4) Нормально Комитет заседает в местопребывании Организации, но может заседать и в других местах.

Статья 16

Выборы Комитета

- 1) Выборы участников, экспортирующих кофе, и участников, импортирующих кофе, в Комитет производятся в Совете участниками Организации, экспортирующими кофе, и ее участниками, импортирующими кофе, по принадлежности. В пределах каждой категории выборы производятся согласно следующим пунктам настоящей статьи.
- 2) Каждый участник подает все голоса, на которые он имеет право согласно статье 12, за какого-либо одного кандидата. Любой участник может подать за другого кандидата любые голоса, которыми он пользуется согласно пункту 2 статьи 13.
- 3) Семь кандидатов, получивших наибольшее число голосов, считаются избранными, но никакой кандидат не считается избранным при первом голосовании, если не получит по крайней мере 75 голосов.

4) Если согласно постановлениям пункта 3 настоящей статьи при первом голосовании избирается меньше семи кандидатов, то производятся новые голосования, при которых право участвовать в голосовании имеют только те участники, которые не голосовали ни за одного из избранных уже кандидатов. При каждом новом голосовании минимум голосов, необходимых для избрания, последовательно сокращается на пять, пока не будет избрано семь кандидатов.

5) Любой участник, который не голосовал ни за одного из избранных кандидатов, отдает свои голоса в пользу одного из них с соблюдением пунктов 6 и 7 настоящей статьи.

6) Участник считается получившим то число голосов, которое было первоначально подано за него, когда он был избран, и, кроме того, то число голосов, которое было отдано в его пользу, при условии, что общее число голосов за какого-либо избранного участника не будет больше 499.

7) Если голоса, которые считаются полученными каким-либо избранным участником, превышали бы иначе число 499, то участники, которые голосовали за этого избранного участника или отдали в его пользу свои голоса, договариваются между собой о том, что один или несколько из них возьмут свои голоса от этого участника и отдадут их в пользу другого избранного участника с тем, чтобы голоса, полученные каждым избранным участником, не превышали предела в 499.

Статья 17

Компетенция Комитета

1) Комитет ответственен перед Советом и работает под общим руководством последнего.

2) Совет может, постановлением простого комплексного большинства голосов, передать Комитету осуществление каких-либо или всех своих прав, кроме прав на нижеследующее:

а) ежегодное распределение голосов согласно пункту 5 статьи 12,

- б) утверждение административного бюджета и определение взносов согласно статье 24,
 - с) определение квот согласно этому Соглашению,
 - д) принятие принудительных мер, кроме тех, которые применяются автоматически,
 - е) приостановление осуществления принадлежащего участнику права голоса согласно статье 45 или 61,
 - ф) определение производственных заданий для отдельных стран и мировых производственных заданий согласно статье 48,
 - г) установление политики, относящейся к запасам, согласно статье 51,
 - х) отмену обязательств участников согласно статье 60,
 - и) решения по спорам согласно статье 61,
 - ж) определение условий присоединения согласно статье 65,
 - к) решение потребовать выхода участника согласно статье 69,
 - л) продление или прекращение Соглашения согласно статье 71 и
 - м) рекомендацию участникам поправок согласно статье 73.
- 3) Совет может в любое время постановлением простого комплексного большинства голосов отменить любую передачу Комитету осуществления прав.

Статья 18

Порядок голосования в Комитете

1) Каждый член Комитета вправе подать столько голосов, сколько им было получено согласно постановлениям пунктов 6 и 7 статьи 16. Голосование на основании полномочия не допускается. Член Комитета не может дробить свои голоса.

2) Для принятия Комитетом какого-либо решения необходимо такое большинство голосов, какое было бы необходимо, если бы это решение принималось Советом.

Статья 19**Кворум в Совете и Комитете**

1) В Совете кворум есть присутствие на заседании большинства участников, представляющих комплексное большинство в две трети всех голосов. Если не будет кворума в день, назначенный для открытия какой-либо сессии Совета, или если в течение какой-либо сессии Совета не будет кворума на трех последовательных заседаниях, то Совет должен собраться через семь дней, по истечении которых и в течение оставшегося для этой сессии времени кворумом будет присутствие большинства участников, представляющих простое комплексное большинство голосов. Представительство согласно пункту 2 статьи 13 считается присутствием.

2) В Комитете кворум есть присутствие на заседании большинства членов, представляющих комплексное большинство в две трети всех голосов.

Статья 20**Ответственный директор и персонал**

1) Совет по рекомендации Комитета назначает ответственного директора. Срок полномочий ответственного директора определяется Советом, но должен быть сходен с теми, которые существуют для соответствующих должностных лиц в аналогичных межправительственных организациях.

2) Ответственный директор есть главное административное должностное лицо Организации и несет ответственность за исполнение любых обязанностей, падающих на него при применении этого Соглашения.

3) Ответственный директор назначает персонал согласно положениям, изданному Советом.

4) Ни ответственный директор, ни какой-либо работник персонала не должны иметь никакой материальной заинтересованности в кофейной промышленности, торговле кофе или перевозке кофе.

5) При исполнении своих обязанностей ответственный директор и персонал не должны ни испрашивать, ни принимать указаний ни от какого участника и ни из какого иного источника вне Организации. Они должны воздерживаться от каких-либо действий, которые могут отразиться на их положении международных служащих, ответственных перед Организацией. Каждый участник обязуется уважать исключительно международный характер обязанностей ответственного директора и персонала и не пытаться оказывать на них влияние при исполнении ими этих обязанностей.

Статья 21

Сотрудничество с другими организациями

Совет может осуществлять любые мероприятия, желательные для консультации и сотрудничества с Организацией Объединенных Наций и ее специализированными учреждениями, равно как и с соответствующими другими межправительственными организациями. Совет может предлагать этим организациям и вообще любым организациям, интересующимся кофе, командировать своих наблюдателей на его заседания.

ГЛАВА V – ПРИВИЛЕГИИ И ИММУНИТЕТЫ

Статья 22

Привилегии и иммунитеты

1) Организация обладает, на территории каждого участника, поскольку это соответствует его законам, правоспособностью, необходимой для выполнения ею своих функций по этому Соглашению.

2) Правительство Соединенного Королевства Великобритании и Северной Ирландии освобождает от налогов вознаграждение, уплачиваемое Организацией своим служащим, с тем исключением, что это освобождение от налогов не распространяется на граждан указанной страны. Кроме того, оно освобождает от налогов активы, доход и прочее имущество Организации.

ГЛАВА VI - ФИНАНСЫ**Статья 23****Финансы**

- 1) Расходы делегаций в Совет, представителей в Комитете и представителей в любых комиссиях Совета или Комитета несут соответствующие правительства.
- 2) Прочие необходимые для применения этого Соглашения расходы покрываются из определяемых согласно статье 24 ежегодных взносов участников.
- 3) Финансовый год Организации совпадает с кофейным годом.

Статья 24**Утверждение бюджета и определение взносов**

- 1) Во второй половине каждого финансового года Совет утверждает административный бюджет Организации на следующий финансовый год и определяет взнос каждого участника в этот бюджет.
- 2) Взнос каждого участника в бюджет на каждый финансовый год определяется по пропорциональному отношению числа голосов, принадлежащих этому участнику в момент утверждения бюджета на этот финансовый год, к общему числу голосов всех участников. Однако, если в начале того финансового года, на который определены взносы, происходит какое-либо изменение в распределении голосов между участниками согласно пункту 5 статьи 12, указанные взносы на этот год соответственно изменяются. При определении взносов голоса каждого участника подсчитываются без учета приостановления осуществления какими-либо участниками права голоса и без учета произошедшего в результате перераспределения голосов.
- 3) Первоначальный взнос любого участника, вступающего в Организацию после вступления в силу этого Соглашения, определяется Советом по числу голосов, которые должны принадлежать этому участнику, и времени, оставшемуся до конца текущего финансового года,

но взносы, определенные на текущий финансовый год для других участников, изменению не подлежат.

4) Если это Соглашение вступит в силу более чем за восемь месяцев до начала первого полного финансового года Организации, то Совет утверждает на своей первой сессии административный бюджет только на период до начала первого полного финансового года. В противном случае первый административный бюджет должен охватывать как первоначальный период, так и первый полный финансовый год.

Статья 25

Уплата взносов

1) Взносы в административный бюджет на каждый финансовый год уплачиваются в свободно обратимой валюте, и срок уплаты их наступает в первый день этого финансового года.

2) Если какой-либо участник не уплатит сполна своего взноса в административный бюджет в течение шести месяцев со дня срока уплаты этого взноса, то осуществление как его права на участие в голосовании в Совете, так и его права подавать голоса в Комитете, приостанавливается до уплаты им этого взноса. Однако, если Совет не вынесет комплексным большинством в две трети голосов постановления о противном, такой участник не лишается никаких из своих других прав и не освобождается ни от каких своих обязанностей по этому Соглашению.

3) Любой участник, осуществление которым права голоса было приостановлено согласно пункту 2 настоящей статьи или согласно статье 45 или 61, остается, тем не менее, обязанным уплатить свой взнос.

Статья 26**Проверка и опубликование отчетности**

В кратчайший по возможности срок по окончании каждого финансового года Совету представляется на утверждение и для опубликования ведомость прихода и расхода Организации за этот финансовый год, проверенная контролерами со стороны.

ГЛАВА VII - РЕГУЛИРОВАНИЕ ЭКСПОРТА**Статья 27****Общие обязательства участников**

1) Участники обязуются проводить свою торговую политику таким образом, чтобы могли осуществляться задачи, указанные в статье 1 и, в частности, в ее пункте 4. Они соглашаются, что желательно применять это Соглашение так, чтобы реальный доход от экспорта кофе мог быть прогрессивно увеличиваем и, таким образом, приводился бы в соответствие с их потребностями в иностранной валюте для поддержания их программ социального и экономического прогресса.

2) Участники соглашаются, что для достижения этих целей, путем предусматриваемого в настоящей главе установления квот и иными путями выполнения постановлений этого Соглашения, необходимо обеспечить, чтобы общий уровень цен на кофе не опускался ниже общего уровня этих цен за 1962 год.

3) Участники соглашаются, далее, что желательно обеспечивать потребителям цены, которые были бы справедливы и не препятствовали бы желаемому росту потребления.

Статья 28

Основные экспортные квоты

- 1) В три первые кофейные годы, начиная с 1 октября 1962 г., страны, экспортирующие кофе, перечисленные в приложении "А", будут иметь указанные в этом приложении основные экспортные квоты.
- 2) В течение последних шести месяцев кофейного года, заканчивающегося 30 сентября 1965 г., Совет пересмотрит указанные в приложении "А" основные экспортные квоты для согласования их с общими условиями рынка. Совет может тогда, комплексным большинством в две трети голосов, изменить эти квоты. Если они не будут изменены, основные экспортные квоты, указанные в приложении "А", останутся в силе.

Статья 29

Квота группового участника

Если две или несколько из перечисленных в приложении "А" стран образуют группового участника согласно статье 5, то основные экспортные квоты, указанные для этих стран в приложении "А", должны быть сложены вместе и общая сумма их должна рассматриваться как единая квота по смыслу настоящей главы.

Статья 30

Установление годовых экспортных квот

- 1) По крайней мере за 30 дней до начала каждого кофейного года Совет, большинством в две трети голосов, утверждает предположение об общей сумме мирового экспорта на следующий кофейный год и предположение о вероятном экспорте из стран, не являющихся участниками.

2) В свете этих предположений Совет немедленно устанавливает годовые экспортные квоты, которые должны составлять одинаковый для всех участников, экспортирующих кофе, процент основных экспортных квот, указанных в приложении "А". На первый кофейный год этот процент определяется в 99, с оговоркой о применении постановлений статьи 32.

Статья 31

Установление четвертных экспортных квот

1) Немедленно после установления годовых экспортных квот Совет устанавливает для каждого участника, экспортирующего кофе, четвертные экспортные квоты с целью поддержания резонного равновесия между предложением и предполагаемым спросом в течение всего кофейного года.

2) Эти квоты должны, по возможности, приближаться к 25 процентам годовой экспортной квоты каждого участника в течение кофейного года. Никакому участнику не должно разрешаться экспортировать больше 30 процентов в первую четверть, 60 процентов - в первые две четверти и 80 процентов - в первые три четверти кофейного года. Если экспорт какого-либо участника за одну четверть оказывается меньше его квоты на эту четверть, то разница добавляется к его квоте на следующую четверть кофейного года.

Статья 32

Поправки к годовым экспортным квотам

Если условия рынка этого требуют, Совет может пересматривать квотную ситуацию и может изменять процент основных экспортных квот, определяемый согласно пункту 2 статьи 30. При этом Совет должен принимать во внимание любые вероятные недостатки кофе у участников.

Статья 33

Уведомление о недостаче кофе

1) Участники, экспортирующие кофе, обязуются уведомлять Совет в конце восьмого месяца кофейного года и в указанные Советом последующие сроки о том, имеют ли они в своем распоряжении достаточно кофе для того, чтобы экспортовать все количество по своим квотам на этот год.

2) Совет принимает эти уведомления во внимание при решении вопроса о том, изменять ли уровень экспортных квот согласно статье 32.

Статья 34

Выправление четвертных экспортных квот

1) При указанных в настоящей статье обстоятельствах Совет изменяет четвертные экспортные квоты, установленные для каждого участника согласно пункту 1 статьи 31.

2) Если Совет изменяет годовые экспортные квоты согласно статье 32, то такое изменение годовых квот должно отражаться в квотах на текущую и оставшиеся четверти или на оставшиеся четверти кофейного года.

3) Кроме поправок, предусматриваемых в предшествующем пункте, Совет может, если находит, что положение на рынке этого требует, делать поправки среди текущих и оставшихся четвертных экспортных квот на тот же кофейный год, без изменения, однако, годовых экспортных квот.

4) Если ввиду исключительных обстоятельств какой-либо участник, экспортирующий кофе, считает, что ограничения, предусматриваемые в пункте 2 статьи 31, могут причинить серьезный вред его экономике, то Совет может, по ходатайству этого участника, принять надлежащие меры на основании статьи 60. Соответствующий участник

должен представить доказательства вреда и дать достаточные гарантии относительно поддержания стабильности цен. Ни в каком случае, однако, Совет не должен разрешать никакому участнику экспортировать больше 35 процентов своей годовой экспортной квоты в первую четверть, 65 процентов - в первые две четверти и 85 процентов - в первые три четверти кофейного года.

5) Все участники признают, что повышения или понижения рыночных цен, происходящие в течение кратких периодов, могут слишком исказить основные тенденции цен, чрезвычайно озабочивать как производителей, так и потребителей, и препятствовать достижению целей этого Соглашения. Поэтому, если подобные изменения в общем уровне цен происходят в течение кратких периодов, участники могут требовать созыва заседания Совета, который может, простым комплексным большинством голосов, изменить общий уровень действующих четвертных экспортных квот.

6) Если Совет находит, что резкие и необычные повышения или понижения общего уровня цен происходят вследствие искусственных манипуляций на рынке кофе посредством соглашений между импортерами или экспортерами или теми и другими, то он простым большинством голосов решает вопрос о том, какие следует принять коррективные меры для выправления общего уровня действующих четвертных экспортных квот.

Статья 35

Порядок выправления экспортных квот

1) Годовые экспортные квоты устанавливаются и выправляются путем изменения основных экспортных квот каждого участника на один и тот же процент.

2) Общие изменения во всех четвертных экспортных квотах, совершаемые согласно пунктам 2, 3, 5 и 6 статьи 34, должны применяться пропорционально к индивидуальным четвертным экспортным квотам

согласно соответствующим правилам, устанавливаемым Советом. В этих правилах должен учитываться различный процент годовых экспортных квот, который экспортован различными участниками или который различные участники вправе экспортовать в каждой четверти кофейного года.

3) Все постановления Совета об установлении и управлении годовых и четвертных экспортных квот согласно статьям 30, 31, 32 и 34 выносятся, если иное не предусмотрено, комплексным большинством в две трети голосов.

Статья 36

Соблюдение экспортных квот

1) Участники, экспортирующие кофе, ограниченные квотами, принимают меры, необходимые для соблюдения полностью всех постановлений этого Соглашения, относящихся к квотам. Совет может потребовать от таких участников принятия дополнительных мер для эффективного проведения в жизнь системы квот, предусматриваемой этим Соглашением.

2) Участники, экспортирующие кофе, не должны превышать установленных для них годовых и четвертных квот.

3) Если какой-либо участник, экспортирующий кофе, превысит свою квоту на какую-либо четверть, то Совет вычитает из одной или нескольких его последующих квот общую сумму, равную размеру превышения.

4) Если какой-либо участник, экспортирующий кофе, вторично превысит свою четвертную квоту пока это Соглашение остается в силе, Совет вычитает из одной или нескольких его последующих квот общую сумму, равную удвоенному размеру превышения.

5) Если какой-либо участник, экспортирующий кофе, в третий раз превысит свою четвертную квоту пока это Соглашение остается в силе, Совет производит такой же вычет, какой предусматривается

в пункте 4 настоящей статьи, но, кроме того, Совет может принять, согласно статье 69, решение потребовать выхода этого участника из Организации.

6) Предусматриваемые в пунктах 3, 4 и 5 настоящей статьи вычеты из квот производятся Советом немедленно по получении им необходимых сведений.

Статья 37

Постановления о квотах, действующие в переходный период

1) Кофе, экспортенный после 1 октября 1962 г., должен быть отнесен на годовую экспортную квоту соответствующей экспортирующей кофе страны тогда, когда это Соглашение вступит в силу в отношении этой страны.

2) Если это Соглашение вступит в силу после 1 октября 1962 г., Совет должен будет, если это окажется необходимым, на своей первой сессии изменить, на тот год, в течение которого это Соглашение вступит в силу, порядок установления годовых и четвертных квот.

Статья 38

Отправка кофе из зависимых территорий

1) За исключением случая, предусматриваемого в пункте 2 настоящей статьи, отправка кофе из какой-либо зависимой территории участника в его метропольную территорию или в какую-либо другую из его зависимых территорий для внутреннего потребления там или в какой-либо другой из его зависимых территорий не считается экспортом кофе и не подлежит никаким вытекающим из экспортной квоты ограничениям, при условии, что соответствующий участник заключит удовлетворяющие Совет соглашения относительно контроля над обратным экспортом и других вопросов, признанных Советом имеющими

отношение к применению настоящего Соглашения и возникающими из особых взаимоотношений между метропольной территорией этого участника и его зависимыми территориями.

2) Торговля кофе между участником и какой-либо из его зависимых территорий, являющейся, согласно статьям 4 и 5, отдельным участником Организации или членом группового участника, не считается, однако, экспортом кофе по смыслу этого Соглашения.

Статья 39

Не ограниченные квотами участники, экспортирующие кофе

1) Относящиеся к квотам постановления этого Соглашения не распространяются ни на какого экспортирующего кофе участника, средний годовой экспорт кофе которого за предшествующий трехлетний период составлял меньше 25 000 мешков, пока его экспорт будет меньше этого количества.

2) Относящиеся к квотам постановления этого Соглашения не распространяются ни на какую подопечную территорию, управляемую на основании соглашения с Организацией Объединенных Наций об опеке, годовой экспорт которой в другие кроме управляющей державы страны не превышает 100 000 мешков, пока ее экспорт не превысит этого количества.

Статья 40

Экспорт, не дебетуемый квотам

1) Для облегчения роста потребления кофе в некоторых районах мира, в которых потребление на душу населения невелико, но имеется значительный потенциал расширения, экспорт в страны, перечисленные в приложении "В", не дебетуется квотам, за исключением случая, предусматриваемого в подпункте "г" настоящего пункта.

Совет в начале второго после вступления этого Соглашения в силу полного кофейного года и впоследствии ежегодно пересматривает указанный перечень для разрешения вопроса о том, не следует ли исключить из него какую-либо страну или страны, и может выносить постановления об исключении любой такой страны или стран. В связи с экспортом в перечисленные в приложении "В" страны применяются постановления следующих подпунктов.

- a) Совет на своей первой сессии и впоследствии, когда находит это необходимым, составляет предположение об импорте на внутреннее потребление стран, перечисленных в приложении "В", после ознакомления с полученными за предыдущий год результатами, касающимися увеличения потребления кофе в этих странах, и принимая во внимание следствия поощрительных кампаний и торговых соглашений. Участники, экспортирующие кофе, не должны, в их совокупности, экспортировать в страны, перечисленные в приложении "В", больше установленного Советом количества кофе, и, поэтому, Совет держит этих участников в курсе текущего экспорта в указанные страны. Участники, экспортирующие кофе, сообщают Совету не позднее, чем через тридцать дней после конца каждого месяца, о всем экспорте в каждую из перечисленных в приложении "В" стран за этот месяц.
- b) Участники представляют статистические и иные сведения, требуемые Советом для облегчения контролирования им притока кофе в страны, перечисленные в приложении "В", и его потребления в этих странах.
- c) Участники, экспортирующие кофе, должны принять меры к пересмотру существующих торговых соглашений в кратчайший по возможности срок для включения в них постановлений, предупреждающих реэкспорт кофе из перечисленных в приложении "В" стран на другие рынки. Кроме того участники,

экспортирующие кофе, должны включать такие постановления во все новые торговые соглашения и во все новые договоры купли-продажи, на которые торговые соглашения не распространяются, независимо от того, заключаются эти договоры с частными коммерсантами или с правительственныеими организациями.

- d) Для осуществления непрерывного контроля над экспортом в страны, перечисленные в приложении "B", Совет может вынести постановление о принятии таких дальнейших мер предосторожности, как установление обязательности специальной маркировки направляемых в эти страны мешков с кофе и обязательности получения от этих стран участниками, экспортирующими кофе, банковских и договорных гарантий для предупреждения реэкспорта в страны, не перечисленные в приложении "B". Во всех случаях, когда Совет находит это необходимым, он может обращаться к услугам какой-либо международно признаваемой всемирной организации для расследования неправильностей, допускаемых в перечисленных в приложении "B" странах, и проверки экспорта в эти страны. Совет обращает на любые возможные неправильности внимание участников.
- e) Совет ежегодно составляет подробный доклад о результатах, достигнутых в развитии рынков кофе в странах, перечисленных в приложении "B".
- f) Если кофе, экспортированный каким-либо участником в страну, включенную в приложение "B", реэкспортируется в какую-либо страну, не включенную в приложение "B", то Совет дебетует соответствующее количество кофе квоте этого экспортирующего кофе участника. В случае повторного реэкспорта кофе из той же включенной в приложение "B" страны Совет расследует дело и, если не находит смягчающих обстоятельств, может в любое время исключить эту страну из приложения "B".

2) Экспорт кофейных бобов как сырья для промышленной переработки с какими-либо целями, кроме потребления человеком в форме напитка или продукта питания, не дебетуется квотам, при условии, что Совет убеждается, на основании сведений, представленных участником, экспортирующим кофе, в том, что эти кофейные бобы действительно используются для таких других целей.

3) Совет может, по ходатайству участника, экспортирующего кофе, вынести постановление о том, что экспорт этим участником кофе для гуманитарных или иных некоммерческих целей не должен дебетоваться его квоте.

Статья 41

Обеспечение снабжения

Совет должен не только обеспечивать соответствие общего количества имеющегося в запасе кофе предположительному импорту, но также заботиться об обеспечении потребителям возможности получения тех типов кофе, которые им требуются. Для осуществления этой цели Совет может выносить, комплексным большинством в две трети голосов, постановления о применении каких-либо методов, которые он считает выполнимыми.

Статья 42

Региональные и межрегиональные соглашения о ценах

1) Региональные и межрегиональные соглашения между участниками, экспортирующими кофе, о ценах должны отвечать целям настоящего Соглашения и подлежат регистрации в Совете. В подобных соглашениях должны учитываться интересы как производителей, так и потребителей, а также цели настоящего Соглашения. Любой участник Организации, который находит, что какие-либо из указанных соглашений могут иметь результаты, не отвечающие целям настоящего Соглашения, может потребовать, чтобы Совет обсудил их с соответствующими участниками на своей следующей сессии.

2) В консультации с участниками и любыми региональными организациями, к которым они принадлежат, Совет может рекомендовать шкалу дифференциальных цен на различные сорта и качества кофе, которую участники должны стараться проводить в жизнь в своей политике цен.

3) Если будут происходить, в течение кратких периодов, резкие колебания цен на те сорта и качества кофе, для которых была принята, в результате рекомендации, сделанной на основании пункта 2 настоящей статьи, шкала дифференциальных цен, то Совет может рекомендовать надлежащие меры для исправления положения.

Статья 43

Обследование тенденций рынка

Совет постоянно следит за тенденциями рынка кофе, для того чтобы рекомендовать политику цен, учитывая результаты, достигаемые посредством предусматриваемого в этом Соглашении механизма квот.

ГЛАВА VIII - СВИДЕТЕЛЬСТВА О ПРОИСХОЖДЕНИИ ТОВАРА И О РЕЭКСПОРТЕ

Статья 44

Свидетельства о происхождении товара и о рээкспорте

1) Каждая партия кофе, экспортруемого из какой-либо страны-участника, на территории которой этот кофе был выращен, должна сопровождаться свидетельством о происхождении товара, составленным по образцу приводимой в приложении "С" формы и выданным правомочным органом по выбору этого участника. Каждый такой участник определяет, какое число экземпляров указанного свидетельства он будет требовать, и на каждом экземплире должен быть

указан его порядковый номер. Подлинник свидетельства должен сопровождать документы на экспорт, а копия должна быть представлена участником в Организацию. Совет, непосредственно или через посредство какой-либо международно признанной всемирной организации, проверяет свидетельства о происхождении товара, для того чтобы всегда иметь возможность установить, какое количество кофе экспортировано каждым участником.

2) Каждая партия кофе, реэкспортируемого из какой-либо страны-участника, должна сопровождаться свидетельством о реэкспорте, выанным правомочным органом по выбору этого участника в той форме, которая будет установлена Советом, и удостоверяющим, что соответствующий кофе был импортирован в соответствии с постановлениями этого Соглашения, а также содержащим, если это необходимо, указание на свидетельство или свидетельства о происхождении товара, по которым этот кофе был импортирован. Подлинник свидетельства о реэкспорте должен сопровождать документы на реэкспорт, а копия должна быть представлена реэкспортирующим участником в Организацию.

3) Каждый участник сообщает Организации о том, какому органу или органам он поручает выполнение функций, указанных в пунктах 1 и 2 настоящей статьи. Совет может в любое время, при наличии к тому оснований, объявить, что выдача свидетельств определенным органом для него неприемлема.

4) Участники представляют Организации периодические доклады об импорте кофе, в такой форме и через такие промежутки времени, какие будут указаны Советом.

5) Постановления пункта 1 настоящей статьи вводятся в действие не позднее, чем через три месяца по вступлении в силу этого Соглашения. Постановления пункта 2 вводятся в действие в срок, установленный постановлением Совета.

6) По наступлении соответствующих предусматриваемых в пункте 5 настоящей статьи сроков каждый участник должен запретить ввоз из любой другой страны-участника каких-либо партий кофе, не сопровождаемых свидетельствами о происхождении товара или свидетельствами о резэкспорте.

ГЛАВА IX - РЕГУЛИРОВАНИЕ ИМПОРТА

Статья 45

Регулирование импорта

1) Для недопущения увеличения теми экспортирующими кофе странами, которые не являются участниками, своего экспорта в ущерб участникам, к импорту участниками кофе из стран, не являющихся участниками, применяются постановления, изложенные ниже.

2) Если через три месяца по вступлении в силу этого Соглашения или в какой-нибудь момент впоследствии на участников Организации будет падать меньше 95 процентов мирового экспорта за 1961 год, то каждый участник, за исключением случаев, предусмотренных в пунктах 4 и 5 настоящей статьи, ограничивает общую сумму своего годового импорта из стран, не являющихся участниками, как группы, количеством, не превышающим его среднего годового импорта за три последние года до вступления этого Соглашения в силу из тех стран, как группы, относительно которых имеются статистические данные. Однако, если Совет вынесет о том постановление, применение такого ограничения может быть отложено.

3) Если Совет в какой-либо момент находит, на основании полученных сведений, что экспорт из стран, не являющихся участниками, препятствует экспорту участников, он может, несмотря на то обстоятельство, что на участников Организации падает 95 или более процентов мирового экспорта за 1961 год, постановить, что предусмотренное в пункте 2 ограничение подлежит применению.

4) Если согласно утвержденному на основании статьи 30 предположению Совета о мировом импорте на какой-либо кофейный год этот импорт будет меньше указанного в предположении о мировом импорте на первый после вступления этого Соглашения в силу полный кофейный год, то пропорционально уменьшается и количество, которое может быть импортировано, согласно постановлениям пункта 2, каждым участником из стран, не являющихся участниками, как группы.

5) Совет может ежегодно рекомендовать дополнительные ограничения импорта из стран, не являющихся участниками, если находит такие ограничения необходимыми для содействия осуществлению целей этого Соглашения.

6) В течение месяца с того дня, когда предусматриваемые настоящей статьей ограничения стали применяться, каждый участник сообщает Совету о количестве своего допустимого годового импорта из стран, не являющихся участниками, как группы.

7) Предусматриваемые в предшествующих пунктах настоящей статьи обязательства не умаляют никаких вступающих с ними в конфликт двусторонних или многосторонних обязательств, о которых участники, импортирующие кофе, договорились до 1 августа 1962 г. со странами, не являвшимися участниками, при условии, что любой импортирующий кофе участник, имеющий такие вступающие в конфликт обязательства, должен выполнять их таким образом, чтобы сводить к минимуму конфликт с обязательствами, предусматриваемыми в предшествующих пунктах, а также принимать меры к скорейшему, по возможности, приведению таких обязательств в соответствие с этими пунктами и сообщать Совету о деталях вступающих в конфликт обязательств и о мерах, принимаемых для сведения к минимуму или устранения конфликта.

8) Если какой-либо участник, импортирующий кофе, не выполняет постановлений настоящей статьи, то Совет может комплексным

большинством в две трети голосов приостановить как осуществление этим участником права участия в голосовании в Совете, так и осуществление им своего права на подачу голосов в Комитете.

ГЛАВА X – УВЕЛИЧЕНИЕ ПОТРЕБЛЕНИЯ

Статья 46

Поощрение потребления

1) Совет устанавливает программу постоянного поощрения потребления кофе. Объем и стоимость этой программы подлежат периодическому пересмотру и утверждению Советом. Участники, импортирующие кофе, не несут никаких обязанностей по финансированию этой программы.

2) Если Совет, по ознакомлении с вопросом, вынесет о том постановление, он образует в рамках Комитета отдельную комиссию Организации под наименованием Всемирной комиссии по поощрению потребления кофе.

3) Если Всемирная комиссия по поощрению потребления кофе будет образована, то будут применяться следующие постановления:

- a) Правила Комиссии и, в частности, правила о ее составе и организации, а также финансовые правила, устанавливаются Советом. В состав Комиссии входят только те участники, которые делают взносы на выполнение поощрительной программы, предусматриваемой в пункте 1 настоящей статьи.
- б) При выполнении своей работы Комиссия создает в каждой стране, где будет проводиться поощрительная кампания, технический комитет. До начала поощрительной кампании в какой-либо являющейся участником стране Комиссия должна сообщить представителям этого участника в Совете о своем намерении провести такую кампанию и должна получить его согласие.

- c) Обыкновенные административные расходы по постоянному персоналу Комиссии, кроме расходов по разъездам персонала с целью поощрения потребления кофе, относятся на административный бюджет Организации и не подлежат отнесению на имеющиеся у Комиссии фонды по поощрению потребления.

Статья 47

Устранение препятствий потреблению

- 1) Участники признают, что огромное значение имеет достижение самого, по возможности, значительного увеличения потребления кофе в кратчайший, по возможности, срок путем, в частности, постепенного устранения любых помех, которые могут препятствовать такому увеличению.
- 2) Участники подтверждают свое намерение поощрять полное международное сотрудничество между всеми экспортирующими и импортирующими кофе странами.
- 3) Участники признают, что в настоящее время существуют обстоятельства, которые могут в большей или меньшей мере препятствовать росту потребления кофе. Это, в частности, -
- a) порядки, относящиеся к импорту и затрагивающие кофе, а именно, преференциальные и иные тарифы, квоты, операции правительственный импортных монополий и казенных закупочных агентств, а также прочие административные правила и коммерческие обыкновения;
 - b) порядки, относящиеся к экспорту и касающиеся прямых или косвенных субсидий, а также прочие административные правила и коммерческие обыкновения;
 - c) условия внутренней торговли, а также внутренние законы и административные распоряжения, которые могут отражаться на потреблении.

4) Участники признают, что некоторые из участников обнаружили понимание ими указанных выше задач, объявив о своем намерении сократить тарифы на кофе или приняв другие меры для устранения препятствий росту потребления.

5) Участники обязуются, в свете исследований, которые уже произведены и которые должны быть произведены под покровительством Совета или другими компетентными международными организациями, и Декларации, принятой Совещанием министров в Женеве 30 ноября 1961 г.,

- a) обследовать пути и средства, при помощи которых могли бы быть постепенно сокращены и впоследствии, поскольку это возможно, устранены препятствия к увеличению торговли и потребления, упоминаемые в пункте 3 настоящей статьи, или при помощи которых могли бы быть значительно уменьшены их последствия;
- b) сообщить Совету о результатах своих обследований для того, чтобы Совет имел возможность пересмотреть, в течение первых восемнадцати месяцев после вступления в силу этого Соглашения, сообщенные участниками сведения относительно последствий указанных препятствий и, если надлежит, меры, намечаемые для сокращения этих препятствий или уменьшения их последствий,
- c) учитывать результаты этого произведенного Советом пересмотра при определении своих внутренних мер, а также в предложениях относительно международных мероприятий и
- d) пересмотреть на сессии, предусматриваемой в статье 72, результаты, достигнутые благодаря этому Соглашению, и рассмотреть вопрос о принятии дальнейших мер для устранения тех препятствий, которые окажутся все еще существующими на пути к расширению торговли и потребления, принимая во внимание успешность применения этого Соглашения, поскольку речь идет об увеличении дохода участников, экспортирующих кофе, и о развитии потребления.

6) Участники обязуются рассматривать в Совете и в соответствующих других организациях любые ходатайства тех участников, на экономике которых могут отражаться принимаемые согласно настоящей статье меры.

ГЛАВА XI - КОНТРОЛЬ НАД ПРОИЗВОДСТВОМ

Статья 48

Производственные задания

1) Страны, производящие кофе, обязуются согласовывать производство кофе, пока остается в силе это Соглашение, с количеством, необходимым для внутреннего потребления, экспорта и накопления запасов как указано в главе ХП.

2) Не позднее, чем через год после вступления этого Соглашения в силу, Совет, по консультации с правительствами участников, производящих кофе, рекомендует, комплексным большинством в две трети голосов, производственные задания для каждого такого участника и для всего мира в целом.

3) Каждый участник, производящий кофе, несет всю ответственность за политику и процедуры, применяемые им для достижения этих целей.

Статья 49

Выполнение программы контроля над производством

1) Каждый участник, производящий кофе, периодически представляет Совету письменные доклады о мерах, принятых или принимаемых ими для осуществления целей, указанных в статье 48, равно как и о полученных конкретных результатах.. На своей первой сессии Совет устанавливает, комплексным большинством в две трети голосов, сроки и порядок представления и обсуждения таких докладов. Прежде чем делать какие-либо замечания или рекомендации Совет консультируется с соответствующими участниками.

2) Если Совет комплексным большинством в две трети голосов определит, что или какой-либо участник, производящий кофе, не принял, в течение двухлетнего периода после вступления в силу этого Соглашения, никакой программы согласования своего производства с заданиями, рекомендованными Советом согласно статье 48, или что программа какого-либо участника, производящего кофе, неэффективна, то он может таким же большинством голосов постановить, что соответствующий участник не будет пользоваться преимуществом какого-либо увеличения квоты, которое может быть результатом применения этого Соглашения. Совет может таким же большинством голосов установить любой порядок, который он находит подходящим для целей проверки выполнения постановлений статьи 48.

3) В любое время, когда он находит это подходящим, но во всяком случае не позднее сессии для пересмотра этого Соглашения, предусмотренной в статье 72, Совет может изменить комплексным большинством в две трети голосов, в свете докладов, представленных согласно пункту 1 настоящей статьи на его рассмотрение участниками, производящими кофе, производственные задания, рекомендованные согласно пункту 2 статьи 48.

4) Применяя постановления настоящей статьи, Совет поддерживает тесный контакт с международными, национальными и частными организациями, заинтересованными в финансировании планов развития важнейших производящих кофе стран, ответственными за такое финансирование или вообще оказывающими помощь при выполнении таких планов.

Статья 50

Сотрудничество участников, импортирующих кофе

Признавая огромное значение приведения производства в резонное соответствие с мировым спросом, участники, импортирующие кофе, обязуются, в соответствии со своей общей политикой,

касающейся международной помощи, сотрудничать с участниками, производящими кофе, по выполнению их планов ограничения производства кофе. Их помощь может предоставляться на технической, финансовой или иной основе по двусторонним, многосторонним или региональным соглашениям тем участникам, производящим кофе, которые выполняют постановления настоящей главы.

ГЛАВА ХII - РЕГУЛИРОВАНИЕ ЗАПАСОВ

Статья 51

Касающаяся запасов кофе политика

- 1) На своей первой сессии Совет принимает меры к выяснению мировых запасов кофе согласно системе, которую он выработает, и с учетом следующих моментов: количества, стран происхождения, местонахождения, качества и состояния. Участники облегчают это обследование.
- 2) Не позднее, чем через год после вступления этого Соглашения в силу, Совет, на основании полученных таким образом данных, устанавливает, по консультации с соответствующими участниками, касающуюся таких запасов политику в восполнение рекомендаций, предусматриваемых в статье 48, и для содействия, таким образом, достижению целей этого Соглашения.
- 3) Участники, производящие кофе, принимают все возможные для них меры для проведения в жизнь установленной Советом политики.
- 4) Каждый участник, производящий кофе, несет всю ответственность за меры, принимаемые им для проведения политики, установленной таким образом Советом.

Статья 52

Выполнение программ по регулированию запасов

Каждый участник, производящий кофе, периодически представляет Совету письменные доклады о мерах, принятых или принимаемых ими для осуществления целей, указанных в статье 51, равно как и о полученных конкретных результатах. На своей первой сессии Совет устанавливает сроки и порядок представления и обсуждения таких докладов. Прежде чем делать какие-либо замечания или рекомендации, Совет консультируется с соответствующими участниками.

ГЛАВА XIII – РАЗЛИЧНЫЕ ОБЯЗАТЕЛЬСТВА УЧАСТИКОВ

Статья 53

Консультации и сотрудничество с коммерсантами

- 1) Совет поощряет выяснение участниками мнений специалистов по относящимся к кофе вопросам.
- 2) Характер деятельности участников в рамках этого Соглашения должен отвечать установленвшимся методам ведения торговли.

Статья 54

Меновые сделки

Во избежание нарушения общей структуры цен, участники воздерживаются от вступления в прямые и индивидуально связанные меновые сделки, имеющие отношение к продаже кофе на обычных рынках.

Статья 55

Смеси и заменители

Участники не должны применять никаких правил, требующих смешения, обработки или использования других продуктов с кофе

для коммерческой перепродажи в качестве кофе. Участники должны принимать меры к запрещению продажи и рекламирования под наименованием кофе таких продуктов, которые содержат, в качестве основного сырого материала, меньше эквивалента 90 процентов зеленого кофе.

ГЛАВА XIV - СЕЗОННОЕ ФИНАНСИРОВАНИЕ

Статья 56

Сезонное финансирование

- 1) По ходатайству участника, являющегося также участником какого-либо двустороннего, многостороннего, регионального или межрегионального соглашения, относящегося к области сезонного финансирования, Совет ознакомляется с таким соглашением для проверки соответствия его обязательствам, предусматриваемым в настоящем Соглашении.
- 2) Совет может делать рекомендации участникам для разрешения конфликтов между различными обязательствами.
- 3) Совет может, на основании сведений, полученных от соответствующих участников, и если он находит это надлежащим и подходящим, делать общие рекомендации для того, чтобы помочь участникам, нуждающимся в сезонном финансировании.

ГЛАВА XV - МЕЖДУНАРОДНЫЙ КОФЕЙНЫЙ ФОНД

Статья 57

Международный кофейный фонд

- 1) Совет может учредить Международный кофейный фонд. Этот фонд должен использоваться для содействия осуществлению цели ограничения производства кофе для приведения его в резонное соответствие со спросом на кофе и оказания помощи при осуществлении других целей этого Соглашения.

- 2) Взносы в указанный Фонд должны быть добровольными.
- 3) Постановление Совета об учреждении фонда и о принятии руководящих принципов, регулирующих управление им, выносится комплексным большинством в две трети голосов.

ГЛАВА XVI – ИНФОРМАЦИЯ И ИССЛЕДОВАНИЯ

Статья 58

Информация

- 1) Организация выполняет функции центра для сортирования, обмена и опубликования
 - а) статистических сведений по мировому производству, ценам, экспорту и импорту, распределению и потреблению кофе и,
 - б) поскольку это признается необходимым, технических сведений по культивированию, обработке и использованию кофе.
- 2) Совет может требовать от участников представления таких сведений, какие он считает необходимыми для своей работы, включая регулярные статистические отчеты о производстве, экспорте и импорте, распределении, потреблении, запасах и обложении налогами кофе, но не должны опубликовываться никакие сведения, которые могут способствовать выявлению операций лиц или компаний, производящих, обрабатывающих или сбывающих кофе. Участники сообщают затребованные сведения по возможности подробно и точно.
- 3) Если какой-либо участник не представляет или считает затруднительным представить в течение резонного срока статистические или иные сведения, затребованные Советом для надлежащего функционирования Организации, то Совет может потребовать от этого участника объяснения причин непредставления. Если он находит, что в данном случае требуется техническая помощь, Совет может принять необходимые меры.

Статья 59**Исследования**

1) Совет может поощрять исследования в областях экономики производства и распределения кофе, влияния правительственные мероприятий в странах, производящих и потребляющих кофе, на производство и потребление кофе, возможности расширения потребления кофе для традиционного и вероятного нового использования и последствий применения настоящего Соглашения для производителей и потребителей кофе, включая соотношение их экспортных и импортных цен.

2) Организация продолжает, в тех пределах, в которых она находит это необходимым, исследования и изыскания, начатые ранее Группой по изучению кофе, и периодически производит исследования тенденций и перспектив производства и потребления кофе.

3) Организация может изучить вопрос о возможности установления норм-минимум для экспорта из стран-участников, производящих кофе. Рекомендации в этом отношении могут обсуждаться Советом.

ГЛАВА XVII - ОСВОБОЖДЕНИЕ ОТ ОБЯЗАТЕЛЬСТВ**Статья 60****Освобождение от обязательств**

1) Совет может постановлением комплексного большинства в две трети голосов освободить любого участника от какого-либо обязательства, которое, ввиду исключительных или чрезвычайных обстоятельств, непреодолимой силы, конституционных обязанностей или международных обязанностей по Уставу Организации Объединенных Наций в отношении территорий, управляемых согласно системе опеки,

- а) вызывает серьезные лишения,
- б) налагает на этого участника несправедливое бремя или
- с) дает другим участникам несправедливое или нерезонное преимущество.

2) Освобождая таким образом какого-либо участника от его обязательств, Совет должен прямо указывать, на каких условиях и на какой срок этот участник освобождается от таких обязательств.

ГЛАВА XVIII – СПОРЫ И ЖАЛОБЫ

Статья 61

Споры и жалобы

1) Всякий спор о толковании или применении этого Соглашения, не разрешенный путем переговоров, передается, по требованию любого участника, являющегося стороной в споре, в Совет на решение.

2) В случае передачи спора в Совет на основании пункта 1 настоящей статьи большинство участников или участники, которым принадлежит не меньше одной трети общего числа голосов, могут потребовать, чтобы Совет, по обсуждении вопроса, но до вынесения решения, испросил у Консультативной камеры, о которой говорится в пункте 3 настоящей статьи, заключение по вопросам, составляющим предмет спора.

3) а) Если Совет единогласно не вынесет иного постановления, в указанную Камеру должны входить:

- i) два лица, назначенные участниками, экспортирующими кофе, причем одно из этих лиц должно иметь обширный опыт по вопросам той категории, к которой относится предмет данного спора, а другое должно обладать авторитетом и опытом как юрист,
- ii) два таких же лица, назначенных участниками, импортирующими кофе, и
- iii) председатель, избранный единогласно четырьмя лицами, назначенными на основании пунктов "i" и "ii", или, при отсутствии между ними согласия, председателем Совета.

б) Лица, принадлежащие к странам, правительства которых являются Договаривающимися Сторонами по этому Соглашению, могут назначаться в Консультативную камеру.

с) Лица, назначенные в Консультативную камеру, действуют индивидуально и не получают инструкций ни от каких правительств.

д) Расходы Консультативной камеры оплачиваются Советом.

4) Заключение Консультативной камеры и мотивировка этого заключения представляются Совету, который, по рассмотрении всех относящихся к делу сведений, разрешает спор.

5) Всякая жалоба на то, что какой-либо участник не выполняет своих обязательств по этому Соглашению, вносится, по требованию подающего эту жалобу участника, в Совет, который выносит решение по делу.

6) Никакой участник не может быть признан совершившим нарушение своих обязательств по этому Соглашению, иначе как постановлением комплексного большинства голосов. Во всяком заключении о нарушении участником этого Соглашения должен указываться характер такого нарушения.

7) Если Совет находит, что какой-либо участник совершил нарушение этого Соглашения, то он может, независимо от прочих принудительных мер, предусматриваемых в других статьях этого Соглашения, комплексным большинством в две трети голосов приостановить осуществление этим участником права участия в голосовании в Совете и его права на подачу его голосов в Комитете до исполнения им своих обязательств, или же Совет может решить потребовать принудительного выхода из числа участников согласно статье 69.

ГЛАВА XIX – ЗАКЛЮЧИТЕЛЬНЫЕ ПОСТАНОВЛЕНИЯ

Статья 62

Подписание

Это Соглашение будет открыто для подписания в Центральных учреждениях Организации Объединенных Наций до 30 ноября 1962 г., включительно, для любого правительства, которое было приглашено на Конференцию Организации Объединенных Наций 1962 г. по вопросу о кофе, и для правительства любого государства, которое было, до приобретения независимости, представлено на этой Конференции как зависимая территория.

Статья 63

Ратификация

Это Соглашение подлежит ратификации или акцепту подписавшими его правительствами согласно их соответствующим конституционным процедурам. Ратификационные грамоты и грамоты об акцепте депонируются у Генерального Секретаря Организации Объединенных Наций не позднее 31 декабря 1963 года. Каждое государство, депонирующее ратификационную грамоту или грамоту об акцепте, указывает в момент депонирования, вступает оно в Организацию в качестве участника, экспортирующего кофе, или участника, импортирующего кофе, в соответствии с определениями, содержащимися в пунктах 7 и 8 статьи 2.

Статья 64

Вступление в силу

1) Это Соглашение вступает в силу между теми правительствами, которые депонировали ратификационные грамоты или грамоты об акцепте, когда правительства, представляющие по крайней мере

двадцать стран, экспортирующих кофе, на которых падает, как указано в приложении "D", по крайней мере 80 процентов всего экспорта за 1961 год, и правительства, представляющие по крайней мере десять стран, импортирующих кофе, на которых падает, как указано в том же приложении, по крайней мере 80 процентов мирового импорта за тот же год, депонируют такие грамоты. Для любого правительства, которое депонирует ратификационную грамоту или грамоту об акцепте или присоединении позднее, это Соглашение вступает в силу в день такого депонирования.

2) Это Соглашение может вступить в силу временно. Для этой цели уведомление, исходящее от какого-либо подписавшего это Соглашение правительства, содержащее обязательство принять меры к ратификации или акцепту этого Соглашения согласно его конституционным процедурам в кратчайший по возможности срок и полученное Генеральным Секретарем Организации Объединенных Наций не позднее 30 декабря 1963 г., будет считаться равным, по своему значению, ратификационной грамоте или грамоте об акцепте. Имеется в виду, что правительство, совершающее такое уведомление, будет временно применять это Соглашение и временно рассматриваться как участник его до тех пор, пока не депонирует своей ратификационной грамоты или грамоты о присоединении, или до 31 декабря 1963 г., смотря по тому, какая дата окажется более ранней.

3) Генеральный Секретарь Организации Объединенных Наций созывает первую сессию Совета, которая должна состояться в Лондоне в течение 30 дней по вступлении в силу этого Соглашения.

4) Независимо от того, вступит ли это Соглашение в силу временно согласно пункту 2 настоящей статьи, если к 31 декабря 1963 г. оно не вступит в силу окончательно согласно пункту 1, то те правительства, которые к тому времени уже депонируют ратификационные грамоты или грамоты об акцепте, могут проконсультироваться друг с другом и рассмотреть вопрос о том, каких мероприятий требует ситуация, а также могут, по обоюдному согласию, решить, что это Соглашение вступает в силу между ними.

Статья 65

Присоединение

Правительство любого государства, состоящего членом Организации Объединенных Наций или какого-либо из ее специализированных учреждений, и любое правительство, которое было приглашено на Конференцию Организации Объединенных Наций 1962 г. по вопросу о кофе, может присоединиться к этому Соглашению на условиях, которые должны быть определены Советом. Определяя такие условия, Совет, если соответствующая страна не значится в приложении "А", устанавливает для нее основную экспортную квоту. Если эта страна значится в приложении "А", то указанная в нем соответствующая основная экспортная квота будет основной экспортной квотой для этой страны, разве только Совет комплексным большинством в две трети голосов вынесет постановление о противном. Каждое правительство, депонирующее грамоту о присоединении, указывает в момент такого депонирования, вступает оно в Организацию в качестве участника, экспортирующего кофе, или участника, импортирующего кофе, в соответствии с определениями, содержащимися в пунктах 7 и 8 статьи 2.

Статья 66

Оговорки

Ни к каким постановлениям этого Соглашения оговорок не допускается.

Статья 67

Уведомления, касающиеся зависимых территорий

1) Каждое правительство может, при подписании этого Соглашения или при депонировании грамоты о присоединении, ратификационной грамоты или грамоты об акцепте или в любое время впоследствии, заявить в уведомлении на имя Генерального Секретаря

Организации Объединенных Наций, что это Соглашение распространяется на какие-либо из территорий, за международные отношения которых это правительство ответственно. Считая от даты такого уведомления, это Соглашение распространяется на поименованные в уведомлении территории.

2) Любая Договаривающаяся Сторона, которая желает осуществить принадлежащее ей на основании статьи 4 право в отношении каких-либо из своих зависимых территорий или которая желает разрешить одной из своих зависимых территорий стать членом группового участника, образованного согласно статье 5 или 6, может сделать это, уведомив об этом Генерального Секретаря Организации Объединенных Наций при депонировании своей ратификационной грамоты или грамоты об акцепте или о присоединении или в любое время впоследствии.

3) Любая Договаривающаяся Сторона, которая сделала заявление согласно пункту 1 настоящей статьи, может в любое время впоследствии заявить в уведомлении на имя Генерального Секретаря Организации Объединенных Наций, что это Соглашение впредь не будет распространяться на какую-либо территорию, поименованную в уведомлении. Считая от даты такого уведомления, это Соглашение не распространяется на указанную территорию.

4) Правительство территории, на которую это Соглашение было распространено согласно пункту 1 настоящей статьи и которая стала впоследствии независимой, может, в течение 90 дней после приобретения независимости, заявить в уведомлении на имя Генерального Секретаря Организации Объединенных Наций, что оно принимает на себя права и обязательства Договаривающейся Стороны. Считая от даты такого уведомления, оно становится участником этого Соглашения.

Статья 68

Добровольное прекращение участия

Никакая Договаривающаяся Сторона не вправе заявлять о прекращении своего участия в этом Соглашении до 30 сентября 1963 года. После этой даты любая Договаривающаяся Сторона может прекратить свое участие в этом Соглашении в любое время, подав Генеральному Секретарю Организации Объединенных Наций письменное заявление о прекращении своего участия. Его участие прекращается через 90 дней по получении этого заявления.

Статья 69

Принудительное прекращение участия

Если Совет установит, что какой-либо участник не выполняет своих обязательств по этому Соглашению и что такое невыполнение сильно затрудняет применение этого Соглашения, он может, постановлением комплексного большинства в две трети голосов, потребовать прекращения участия этого участника в Организации. О каждом таком постановлении Совет немедленно сообщает Генеральному Секретарю Организации Объединенных Наций. Через девяносто дней, считая от даты постановления Совета, указанный участник перестает быть участником Организации, а если этот участник является Договаривающейся Стороной, то он перестает быть и участником этого Соглашения.

Статья 70

Расчеты с выбывающим участником

- 1) Все расчеты с выбывающим участником определяются Советом. Организация удерживает все суммы, уже уплаченные выбывающим участником, а этот участник остается обязанным уплатить все суммы, которые он был должен Организации в момент прекращения

своего участия, с тем, однако, исключением, что, когда речь идет о Договаривающейся Стороне, которая не могла акцептовать какую-либо поправку и, поэтому, либо выбыла, либо перестала участвовать в этом Соглашении согласно постановлениям пункта 2 статьи 73, Совет может установить любой порядок расчетов, который найдет справедливым.

2) Выбывший или прекративший свое участие в этом Соглашении участник не имеет права ни на какую долю выручки от ликвидации других активов Организации после прекращения этого Соглашения согласно статье 71.

Статья 71

Срок и прекращение этого Соглашения

1) Это Соглашение остается в силе до конца пятого полного кофейного года после его вступления в силу, если не будет продлено согласно пункту 2 настоящей статьи или прекращено ранее согласно пункту 3.

2) Совет может, в течение пятого полного кофейного года после вступления этого Соглашения в силу, вынести большинством голосов участников, которым принадлежит не менее комплексного большинства в две трети всех голосов, постановление о заключении этого Соглашения заново или о продлении его на срок, который Совет укажет.

3) Совет может в любое время вынести большинством голосов участников, которым принадлежит не менее комплексного большинства в две трети всех голосов, постановление о прекращении этого Соглашения. В этом случае Соглашение прекращается в срок, указанный Советом.

4) Несмотря на прекращение Соглашения, Совет продолжает существовать в течение времени, необходимого для производства всех расчетов и распоряжения всеми активами, и имеет, в течение этого времени, права и функции, необходимые для указанных целей.

Статья 72

Пересмотр

В течение последних шести месяцев кофейного года, заканчивающегося 30 сентября 1965 г., состоится специальная сессия Совета для пересмотра этого Соглашения.

Статья 73

Поправки

1) Совет может комплексным большинством в две трети голосов рекомендовать Договаривающимся Сторонам поправку к этому Соглашению. Поправка вступает в силу через 100 дней после получения Генеральным Секретарем Организации Объединенных Наций уведомлений об акцепте от Договаривающихся Сторон, представляющих не менее 75 процентов стран, экспортирующих кофе и обладающих не менее чем 85 процентами голосов участников, экспортирующих кофе, и от Договаривающихся Сторон, представляющих не менее 75 процентов стран, импортирующих кофе и обладающих не менее чем 80 процентами голосов участников, импортирующих кофе. Совет может назначить срок, в течение которого каждая Договаривающаяся Сторона должна уведомить Генерального Секретаря Организации Объединенных Наций об акцепте ею поправки, и, если поправка не вступит в силу в течение этого срока, она считается взятой обратно. Совет сообщает Генеральному Секретарю сведения, необходимые для того, чтобы установить, вступила ли поправка в силу.

2) Любая Договаривающаяся Сторона или зависимая территория, являющаяся участником или членом группового участника, от имени которого не последует уведомления об акцепте поправки к тому сроку, когда поправка вступит в силу, перестает, по наступлении этого срока, участвовать в этом Соглашении.

Статья 74**Уведомления Генерального Секретаря**

Генеральный Секретарь Организации Объединенных Наций сообщает всем правительствам, которые были представлены делегатами или наблюдателями на Конференции Организаций Объединенных Наций 1962 г. по вопросу о кофе, и всем другим правительствам государств, состоящих членами Организации Объединенных Наций или каких-либо из ее специализированных учреждений, о каждом депонировании ратификационной грамоты или грамоты об акцепте или о присоединении, а также о дне временного или окончательного вступления этого Соглашения в силу. Далее, Генеральный Секретарь Организации Объединенных Наций сообщает всем Договаривающимся Сторонам о каждом уведомлении, сделанном согласно статье 5, 67, 68 или 69, а также о сроке, на который это Соглашение продлевается согласно статье 71, или сроке, когда оно согласно той же статье прекращается, и о дне вступления в силу любой поправки согласно статье 73.

В УДОСТОВЕРЕНИЕ ИЗЛОЖЕННОГО ниже подпишавшиеся, будучи надлежащим образом уполномочены на это своими соответствующими правительствами, подписали настоящее Соглашение в указанные рядом с их подписями числа.

Тексты этого Соглашения на английском, испанском, русском, французском и португальском языках являются равно аутентичными. Подлинники депонируются в архив Организации Объединенных Наций, и Генеральный Секретарь Организации Объединенных Наций препроводит засвидетельствованные копии их каждому подписавшему это Соглашение или присоединившемуся к нему правительству.

CONFERENCIA DE LAS NACIONES UNIDAS SOBRE EL CAFE, 1962

CONVENIO INTERNACIONAL DEL CAFE

1962



NACIONES UNIDAS

1963

TIAS 5505

CONVENIO INTERNACIONAL DEL CAFÉ, 1962

Preámbulo

Los Gobiernos signatarios de este Convenio,

Reconociendo la importancia excepcional del café para la economía de muchos países que dependen en gran medida de este producto para obtener divisas y continuar así sus programas de desarrollo económico y social;

Considerando que una estrecha colaboración internacional en la comercialización del café estimulará la diversificación económica y el desarrollo de los países productores, contribuyendo así a fortalecer los vínculos políticos y económicos entre países productores y consumidores;

Encontrando motivos para esperar una persistente tendencia al desequilibrio entre la producción y el consumo, a la acumulación de existencias que significan una carga y a marcadas fluctuaciones en los precios que pueden resultar perjudiciales para productores y consumidores; y

Creyendo que sin una acción internacional esta situación no pueden corregirla las fuerzas normales del mercado,

Convienen lo que sigue:

CAPITULO I - OBJETIVOS

Artículo 1

Objetivos

Los objetivos de este Convenio son:

1) establecer un equilibrio razonable entre la oferta y la demanda sobre bases que aseguren un adecuado abastecimiento de café a los consumidores así como mercados para los productores, a precios equitativos y que sirva para lograr un ajuste a largo plazo entre la producción y el consumo;

2) aliviar las graves dificultades ocasionadas por gravosos excedentes y las excesivas fluctuaciones de los precios del café en perjuicio de los intereses de productores y consumidores;

- 3) contribuir al desarrollo de los recursos productivos y a la promoción y mantenimiento del nivel de empleo e ingreso en los países Miembros para ayudar así a lograr salarios justos, un nivel de vida más elevado y mejores condiciones de trabajo;
- 4) ayudar a ampliar la capacidad adquisitiva de los países exportadores de café, mediante el mantenimiento de los precios a niveles justos y el aumento del consumo;
- 5) fomentar el consumo de café por todos los medios posibles, y
- 6) en general, estimular la colaboración internacional respecto de los problemas mundiales del café, reconociendo la relación que existe entre el comercio cafetero y la estabilidad económica de los mercados para los productos industriales.

CAPITULO II - DEFINICIONES

Artículo 2

Definiciones

Para los fines de este Convenio:

- 1) "Café" significa el grano y la cereza del cafeto, ya sea en pergamino, verde o tostado, e incluirá el café molido, descafeinado, líquido y soluble.

Estos términos significarán:

- a) "café verde": todo café en forma de grano pelado, antes de tostarse;
- b) "cereza de café": el fruto completo del cafeto. Para encontrar el equivalente de la cereza en café verde, multiplíquese el peso neto de la cereza seca por 0,50;
- c) "café pergamino": el grano de café verde contenido dentro de la cáscara. Para encontrar el equivalente de café pergamino en café verde, multiplíquese el peso neto del café pergamino por 0,80;
- d) "café tostado": café verde tostado en cualquier grado, e incluirá al café molido. Para encontrar el equivalente de café tostado en café verde, multiplíquese el peso neto del café por 1,19;

- e) "café descafeinado": café verde tostado o soluble del cual se ha extraído la cafeína. Para encontrar el equivalente de café descafeinado en café verde, multiplíquese el peso neto del café descafeinado en verde, tostado o en forma soluble por 1,00; 1,19 ó 3,00 respectivamente;
 - f) "café líquido": las partículas sólidas, solubles en agua, obtenidas del café tostado y puesto en forma líquida. Para encontrar el equivalente de café líquido en café verde, multiplíquese por 3,00 el peso neto de las partículas sólidas, secas, contenidas en el café líquido;
 - g) "café soluble": las partículas sólidas, secas, solubles en agua, obtenidas del café tostado. Para encontrar el equivalente de café soluble en café verde, multiplíquese el peso neto del café soluble por 3,00.
- 2) "Saco" significa 60 kilogramos o 132,276 libras de café verde; "tonelada" significa una tonelada métrica de 1.000 kilogramos o 2.204,6 libras, y "libra" significa 453,597 gramos.
- 3) "Año cafetero" significa el período de un año entre el 1º de octubre y el 30 de septiembre, y "primer año cafetero" significa el año cafetero que empieza el 1º de octubre de 1962.
- 4) "Exportación de café": salvo lo que dispone el artículo 38, cualquier embarque comercial de café que salga del territorio donde fue cultivado.
- 5) "Organización", "Consejo" y "Junta": la Organización Internacional del Café, el Consejo Internacional del Café y la Junta Ejecutiva creada en virtud del artículo 7 del Convenio, respectivamente.
- 6) "Miembro": una Parte Contratante, un territorio dependiente o territorios dependientes que se han declarado Miembros separados en virtud del artículo 4, y dos o más Partes Contratantes o territorios dependientes, o unos y otros, que participan en la Organización como grupo Miembro en virtud de los artículos 5 ó 6.
- 7) "Miembro exportador" o "país exportador": Miembro o país que es un exportador neto de café, es decir, que sus exportaciones exceden de sus importaciones.

8) "Miembro importador" o "país importador": Miembro o país que es un importador neto del café, es decir, que sus importaciones exceden de sus exportaciones.

9) "Miembro productor" o "país productor": Miembro o país que cultiva café en cantidades comercialmente significativas.

10) "Mayría simple distribuida": una mayoría de los votos depositados por los Miembros exportadores presentes y votantes y una mayoría de los votos depositados por los Miembros importadores presentes y votantes, contados por separado.

11) "Mayría distribuida de dos tercios": una mayoría de dos tercios de los votos depositados por los Miembros exportadores presentes y votantes y una mayoría de dos tercios de los votos depositados por los Miembros importadores presentes y votantes, contados por separado.

12) "Entrada en vigor": salvo que el contexto requiera otra cosa, la fecha en que el Convenio entre por primera vez en vigor, bien sea provisional o definitivamente.

CAPITULO III - AFILIACION

Artículo 3

Miembros de la Organización

Cada Parte Contratante, junto con sus territorios dependientes a los que se extienda el Convenio en virtud del párrafo 1) del artículo 67, constituirá un solo Miembro de la Organización, a excepción de lo dispuesto en los artículos 4, 5 y 6.

Artículo 4

Afiliación separada para los territorios dependientes

Toda Parte Contratante que sea importadora neta de café podrá declarar en cualquier momento, haciendo la debida notificación de conformidad con el párrafo 2) del artículo 67, que ingresa en la Organización separada de aquellos de sus territorios dependientes que son exportadores netos de café y que designe. En tal caso,

el territorio metropolitano y los territorios dependientes no designados, constituirán un solo Miembro, y los territorios dependientes designados se considerarán Miembros distintos, individual o colectivamente, según se indique en la declaración.

Artículo 5

Afiliación por grupos a la Organización

1) Dos o más Partes Contratantes que sean exportadoras netas de café pueden declarar, haciendo la debida notificación al Secretario General de las Naciones Unidas en el momento de depositar el correspondiente instrumento de ratificación o aceptación, y al Consejo en su primer período de sesiones, que ingresan en la Organización como un solo grupo. Todo territorio dependiente al que se extienda el Convenio en virtud del párrafo 1) del artículo 67 podrá formar parte de dicho grupo Miembro si el Gobierno del Estado encargado de sus relaciones internacionales ha hecho la debida notificación al efecto, de conformidad con el párrafo 2) del artículo 67. Esas Partes Contratantes y los territorios dependientes deben satisfacer las condiciones siguientes:

- a) declarar su deseo de asumir individual y colectivamente la responsabilidad en cuanto a las obligaciones del grupo;
- b) acreditar luego debidamente ante el Consejo que el Grupo cuenta con la organización necesaria para aplicar una política cafetera común, y tiene los medios para cumplir, junto con los otros países integrantes del grupo, las obligaciones que les impone el Convenio; y
- c) demostrar posteriormente ante el Consejo que:
 - i) han sido reconocidos como grupo en un convenio internacional anterior sobre el café, o
 - ii) tienen:
 - a) una política comercial y económica común o coordinada relativa al café, y
 - b) una política monetaria y financiera coordinada y los órganos necesarios para su aplicación de forma que al Consejo le conste que el grupo Miembro puede actuar conforme al espíritu de la agrupación de países, y cumplir las obligaciones de grupo previstas.

2) El grupo Miembro constituirá un solo Miembro de la Organización, con la salvedad de que cada país integrante será considerado como país miembro individual para todas las cuestiones que se planteen a los efectos de las siguientes disposiciones del Convenio:

- a) capítulos XI y XII;
- b) artículos 10, 11 y 19 del capítulo IV; y
- c) artículo 70 del capítulo XIX

3) Las Partes Contratantes y los territorios dependientes que ingresen como un solo grupo Miembro indicarán el gobierno u organización que ha de representarles en el Consejo para todos los efectos del Convenio, que no sean los enumerados en el párrafo 2) de este artículo.

4) Los derechos de voto del grupo Miembro serán los siguientes:

a) El grupo Miembro tendrá el mismo número de votos básicos que un país Miembro aislado que participa en la organización individualmente. Estos votos básicos corresponderán al gobierno u organización que represente al grupo, el que tendrá derecho a utilizarlos.

b) En caso de una votación sobre las cuestiones que se planteen a los efectos de las disposiciones enumeradas en el párrafo 2) de este artículo, los integrantes del grupo Miembro pueden emitir los votos asignados a ellos por las disposiciones del párrafo 3) del artículo 12 independientemente y como si cada uno fuese un Miembro individual de la organización, salvo los votos básicos que seguirán correspondiendo únicamente al gobierno u organización que representa al grupo.

5) Cualquier Parte Contratante o territorio dependiente que participe en un grupo Miembro puede retirarse de ese grupo, mediante notificación al Consejo, e ingresar como Miembro por derecho propio. Tal retiro tendrá efecto al recibir la notificación el Consejo. En caso de dicho retiro o de que un integrante de un grupo deje de ser tal, por retiro de la Organización u otra causa, los demás integrantes del grupo pueden solicitar del Consejo que se mantenga el grupo y éste continuará existiendo salvo que el Consejo deniegue la solicitud. Si el grupo Miembro se disolviera, cada país integrante se convertirá en Miembro por derecho propio. Un Miembro que haya dejado de pertenecer a un grupo Miembro no podrá formar parte de nuevo de un grupo mientras esté en vigor el presente Convenio.

Artículo 6

Formación posterior de grupos

Dos o más miembros exportadores podrán solicitar del Consejo, en cualquier momento después de la entrada en vigor del Convenio para ellos, la formación de un grupo Miembro. El Consejo aprobará tal solicitud si comprueba que los Miembros han hecho la correspondiente declaración y han demostrado que satisfacen los requisitos del párrafo 1) del artículo 5 en el momento de la aprobación. El grupo Miembro así formado estará sujeto a las disposiciones de los párrafos 2), 3), 4) y 5) de ese artículo.

CAPITULO IV - ORGANIZACION Y ADMINISTRACION

Artículo 7

Establecimiento, sede y estructura de la Organización Internacional del Café

- 1) En virtud del presente artículo se establece la Organización Internacional del Café, encargada de administrar las disposiciones de este Convenio y de fiscalizar su aplicación.
- 2) La Organización tendrá su sede en Londres.
- 3) La Organización funcionará mediante el Consejo Internacional del Café, su Junta Ejecutiva, su Director Ejecutivo y su personal.

Artículo 8

Composición del Consejo Internacional del Café

- 1) La autoridad suprema de la Organización será el Consejo Internacional del Café, que estará integrado por todos los Miembros de la Organización.
- 2) Cada Miembro estará representado en el Consejo por un representante y uno o más suplentes. Cada Miembro podrá además designar uno o más asesores, para que acompañen a su representante o suplentes.

Artículo 9

Atribuciones y funciones del Consejo

- 1) El Consejo estará dotado de todas las atribuciones que emanan específicamente del presente Convenio, y tendrá las facultades y desempeñará las funciones necesarias para cumplir las disposiciones del mismo.
- 2) El Consejo podrá por mayoría distribuida de dos tercios establecer las normas y reglamentos, incluido su propio reglamento y los reglamentos financiero y de personal de la Organización, requeridos para aplicar las disposiciones del Convenio; tales normas y reglamentos serán compatibles con el Convenio. El Consejo podrá incluir en su reglamento una disposición por la que pueda decidir sobre cuestiones determinadas sin necesidad de reunirse en sesión.
- 3) El Consejo también llevará los registros necesarios para desempeñar sus funciones conforme a este Convenio, así como toda otra documentación que considere conveniente, y publicará un informe anual.

Artículo 10

Elección del Presidente y de los Vicepresidentes del Consejo

- 1) El Consejo elegirá para cada año cafetero, un Presidente y Vicepresidentes primero, segundo y tercero.
- 2) Por regla general, el Presidente y el primer Vicepresidente serán elegidos entre los representantes de los Miembros exportadores o entre los representantes de los Miembros importadores, y los Vicepresidentes segundo y tercero serán elegidos entre los representantes de la otra clase de Miembros. Estos cargos se alternarán cada año cafetero entre las dos clases de Miembros.
- 3) El Presidente o el Vicepresidente que actúe como Presidente no tendrá derecho de voto. En tal caso, el suplente del uno o del otro ejercerá el derecho de voto del correspondiente Miembro.

Artículo 11

Períodos de sesiones del Consejo

Por regla general, el Consejo celebrará dos períodos ordinarios de sesiones cada año. También podrá celebrar períodos extraordinarios de sesiones, si así lo decide. Asimismo, se celebrarán períodos extraordinarios de sesiones cada vez que lo solicite la Junta Ejecutiva, cinco Miembros cualesquiera, o un Miembro o Miembros que representen por lo menos 200 votos. La convocatoria de los períodos de sesiones tendrá que notificarse con 30 días de anticipación como mínimo, salvo en casos de emergencia. Excepto que el Consejo decida otra cosa, los períodos de sesiones se celebrarán en la sede de la Organización.

Artículo 12

Votos

- 1) Los Miembros exportadores tendrán en total 1.000 votos y los Miembros importadores también tendrán en total 1.000 votos, distribuidos entre cada clase de Miembros - es decir, Miembros importadores y Miembros exportadores respectivamente - según se estipula en los párrafos siguientes de este artículo.
- 2) Cada Miembro tendrá cinco votos básicos, siempre que el total de tales votos no exceda de 150 para cada clase de Miembros. Si hay más de treinta Miembros exportadores o más de treinta Miembros importadores, el número de votos básicos de cada Miembro dentro de una u otra clase se ajustará, con objeto de que el total de votos básicos para cada clase de Miembros no supere el máximo de 150.
- 3) Los restantes votos de los Miembros exportadores se distribuirán entre esos Miembros en proporción a sus respectivas cuotas básicas de exportación, salvo que en caso de una votación sobre cualquier cuestión originada en virtud de las disposiciones del párrafo 2) del artículo 5, los restantes votos de un grupo Miembro se distribuirán entre los integrantes de ese grupo en proporción a la participación que les corresponda en la cuota básica de exportación de ese grupo Miembro.
- 4) Los restantes votos de los Miembros importadores se distribuirán entre ellos en proporción al volumen medio de sus respectivas importaciones de café durante los tres años anteriores.

5) El Consejo decidirá la distribución de los votos al principio de cada año cafetero y esa distribución permanecerá en vigor durante ese año, a reserva de lo dispuesto en el párrafo 6) de este artículo.

6) El Consejo establecerá normas para la redistribución de los votos de conformidad con este artículo, cada vez que varíe el número de Miembros de la Organización, o si se suspende el derecho de voto de un Miembro o recupera tal derecho en virtud de las disposiciones de los artículos 25, 45 ó 61.

7) Ningún país podrá tener más de 400 votos.

8) No habrá fracciones de voto.

Artículo 13

Procedimiento de votación del Consejo

1) Cada representante tendrá derecho a utilizar el número de votos asignado al Miembro que representa, pero no podrá dividirlos. Sin embargo, podrá utilizar diferentemente de tales votos, todos los que deposite en virtud del párrafo 2) de este artículo.

2) Todo Miembro exportador podrá autorizar a cualquier otro Miembro exportador - y todo Miembro importador podrá autorizar a cualquier otro Miembro importador - para que represente sus intereses y ejerza su derecho de voto en cualquier reunión del Consejo. La limitación prevista en el párrafo 7) del artículo 12 no se aplicará en este caso.

Artículo 14

Decisiones del Consejo

1) Salvo disposiciones en contrario en el presente Convenio, el Consejo adoptará todas sus decisiones y formulará todas sus recomendaciones por mayoría simple distribuida.

2) Se aplicará el siguiente procedimiento con respecto a cualquier medida del Consejo que, en virtud del Convenio, requiera una mayoría distribuida de dos tercios:

- a) si no hay una mayoría distribuida de dos tercios debido al voto negativo de tres o menos Miembros exportadores o de tres o menos Miembros importadores, la propuesta volverá a ponerse a votación en el plazo de 48 horas, si el Consejo así lo decide por mayoría de los Miembros presentes que representen no menos de la mayoría simple distribuida;
 - b) si nuevamente no hay una mayoría distribuida de dos tercios debido al voto negativo de dos o menos Miembros exportadores o de dos o menos Miembros importadores, la propuesta volverá a ponerse a votación en el plazo de 24 horas, si el Consejo así lo decide por mayoría de los Miembros presentes que representen no menos de la mayoría simple distribuida;
 - c) si no hay mayoría distribuida de dos tercios en la tercera votación debido al voto negativo de un Miembro exportador o importador, se considerará que la propuesta queda aprobada;
 - d) si el Consejo, en cualquier momento, no somete la propuesta a una nueva votación, se considerará que la propuesta queda rechazada.
- 3) Los Miembros se comprometen a aceptar como obligatoria toda decisión que el Consejo adopte en virtud de las disposiciones del presente Convénio.

Artículo 15

Composición de la Junta Ejecutiva

- 1) La Junta Ejecutiva se compondrá de siete Miembros exportadores y siete Miembros importadores, elegidos para cada año cafetero de conformidad con las disposiciones del artículo 16. Los miembros podrán ser reelegidos.
- 2) Cada miembro de la Junta designará un representante y uno o más suplentes.
- 3) El Presidente de la Junta será nombrado por el Consejo con un mandato que durará un año cafetero, el cual podrá ser renovado. El Presidente no tendrá derecho de voto; si un representante es nombrado Presidente, su suplente votará en su lugar.
- 4) La Junta Ejecutiva funcionará normalmente en la sede de la Organización, pero podrá reunirse en cualquier otro lugar.

Artículo 16

Elección de la Junta Ejecutiva

- 1) Los Miembros exportadores e importadores que han de integrar la Junta serán elegidos en el Consejo por los Miembros exportadores e importadores de la Organización, respectivamente. La elección dentro de cada clase se efectuará con arreglo a lo dispuesto en los párrafos siguientes del presente artículo.
- 2) Cada Miembro depositará todos los votos a que tenga derecho según el artículo 12 a favor de un solo candidato. Un Miembro puede depositar por otro candidato los votos por delegación que ejerza en virtud del párrafo 2) del artículo 13.
- 3) Resultarán elegidos los siete candidatos que reciban el mayor número de votos; sin embargo, ningún candidato será elegido en la primera votación a menos que reciba un mínimo de 75 votos.
- 4) En caso de que, con arreglo a la disposición del párrafo 3) del presente artículo, se elijan menos de siete candidatos en la primera votación, se efectuarán nuevas votaciones en las que sólo tendrán derecho a participar los Miembros que no hubiesen votado por ninguno de los candidatos elegidos. En cada nueva votación el número mínimo de votos requeridos disminuirá por grupos de cinco, hasta que resulten elegidos siete candidatos.
- 5) Todo Miembro que no hubiese votado por uno de los miembros elegidos, traspasará los votos de que disponga a uno de ellos, con arreglo a las disposiciones de los párrafos 6) y 7) del presente artículo.
- 6) Se considerará que cada Miembro ha recibido el número de votos inicialmente depositados a su favor en el momento de su elección y además el número de votos traspasados a él, pero ningún Miembro elegido podrá obtener más de 499 votos en total.
- 7) Si se espera que uno de los Miembros electos va a obtener más de 499 votos, los Miembros que hubiesen votado o traspasado sus votos a favor de dicho Miembro electo se pondrán de acuerdo para que uno o varios le retiren sus votos y los traspasen o redistribuyan a favor de otro Miembro electo, de manera que ninguno de ellos reciba más de los 499 votos fijados como máximo.

Artículo 17

Competencia de la Junta Ejecutiva

1) La Junta será responsable ante el Consejo y actuará bajo la dirección general de éste.

2) El Consejo podrá delegar en la Junta, por mayoría simple distribuida, el ejercicio de la totalidad o parte de sus atribuciones, salvo las que se enumeran a continuación:

- a) la distribución anual de los votos, en virtud del párrafo 5 del artículo 12;
- b) la aprobación del presupuesto administrativo y la determinación de las contribuciones, en virtud del artículo 24;
- c) la determinación de cuotas en virtud del Convenio;
- d) la imposición de medidas coercitivas distintas de las que tienen aplicación automática ;
- e) la suspensión de los derechos de voto de un Miembro, en virtud de los artículos 45 ó 61;
- f) la determinación de las metas de producción de cada país y de las metas de la producción mundial, en virtud del artículo 48;
- g) la recomendación de una política sobre existencias, en virtud del artículo 51;
- h) la exoneración de las obligaciones de un Miembro, en virtud del artículo 60;
- i) la autoridad para decidir controversias, en virtud del artículo 61;
- j) el establecimiento de las condiciones de adhesión al Convenio, en virtud del artículo 65;
- k) la decisión de retirar forzosamente a un Miembro, en virtud del artículo 69;
- l) la autoridad para prorrogar o terminar este Convenio, en virtud del artículo 71, y
- m) la recomendación de emmiendas de este Convenio a los Miembros, en virtud del artículo 73.

3) El Consejo podrá revocar en cualquier momento por mayoría simple distribuida toda delegación de poderes a la Junta.

Artículo 18

Procedimiento de votación de la Junta Ejecutiva

1) Cada miembro de la Junta Ejecutiva tendrá derecho a depositar el número de votos que se le haya asignado en virtud de los párrafos 6) y 7) del artículo 16. No se permitirá votar por delegación. Ningún miembro podrá dividir sus votos.

2) Los actos de la Junta serán aprobados por la misma mayoría que se requeriría si hubiera de aprobarlos el Consejo.

Artículo 19

Quórum para las reuniones del Consejo y de la Junta

1) El quórum para cualquier reunión del Consejo lo constituirá la presencia de una mayoría de los Miembros que represente una mayoría distribuida de los dos tercios del total de votos. Si el día fijado para la apertura de cualquier período de sesiones del Consejo no hubiese quórum o si durante algún período de sesiones del Consejo no hubiese quórum durante tres reuniones consecutivas, el Consejo será convocado siete días más tarde; el quórum quedará constituido entonces, y durante el resto del período de sesiones, por la presencia de una mayoría de los miembros que represente una mayoría simple distribuida de los votos. La representación por delegación en virtud del párrafo 2) del artículo 13 se considerará como presencia.

2) Para las reuniones de la Junta, el quórum estará constituido por la presencia de una mayoría de los miembros que represente una mayoría distribuida de los dos tercios del total de votos.

Artículo 20

El Director Ejecutivo y el personal

1) El Consejo nombrará al Director Ejecutivo por recomendación de la Junta. El Consejo establecerá las condiciones de nombramiento del Director Ejecutivo, que serán análogas a las que rigen para funcionarios de igual categoría en las organizaciones intergubernamentales similares.

- 2) El Director Ejecutivo será el jefe de los servicios administrativos de la Organización y asumirá la responsabilidad por el desempeño de cualesquiera funciones que le incumban en la administración de este Convenio.
- 3) El Director Ejecutivo nombrará a los funcionarios de conformidad con el reglamento establecido por el Consejo.
- 4) El Director Ejecutivo y los miembros del personal no podrán tener ningún interés financiero en la industria, el comercio o el transporte del café.
- 5) En el ejercicio de sus funciones, el Director Ejecutivo y el personal no solicitarán ni recibirán instrucciones de ningún miembro ni de ninguna autoridad ajena a la Organización. Se abstendrán de actuar en forma que sea incompatible con su condición de funcionarios internacionales responsables únicamente ante la Organización. Cada uno de los Miembros se compromete a respetar el carácter exclusivamente internacional de las funciones del Director Ejecutivo y del personal, y a no tratar de influir sobre ellos en el desempeño de tales funciones.

Artículo 21

Colaboración con otras organizaciones

El Consejo podrá adoptar todas las disposiciones convenientes para asegurar el intercambio de información y la colaboración con las Naciones Unidas y sus organismos especializados, así como con otras organizaciones intergubernamentales competentes. El Consejo podrá invitar a estas organizaciones, así como a las que se ocupan del café, a que envíen observadores a sus reuniones.

CAPITULO V - PRIVILEGIOS E INMUNIDADES

Artículo 22

Privilegios e inmunidades

- 1) La Organización tendrá en el territorio de cada Miembro, en la medida que sea compatible con la legislación de éste, la capacidad jurídica necesaria para el ejercicio de sus funciones en virtud del presente Convenio.
- 2) El Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte eximirá de impuestos a los sueldos pagados por la Organización a sus empleados, pero tal exención no será necesariamente aplicable a los nacionales de ese país. También eximirá de impuestos los haberes, ingresos y otros bienes de la Organización.

CAPITULO VI - DISPOSICIONES FINANCIERAS

Artículo 23

Financiamiento

- 1) Los gastos de las delegaciones ante el Consejo, de los representantes en la Junta y de los representantes en cualquiera de las comisiones del Consejo o de la Junta serán sufragados por sus respectivos gobiernos.
- 2) Los demás gastos necesarios para la administración del Convenio se sufragarán mediante contribuciones anuales de los Miembros, distribuidas de conformidad con las disposiciones del artículo 24.
- 3) El ejercicio económico de la Organización coincidirá con el año cafetero.

Artículo 24

Determinación del presupuesto y las contribuciones

- 1) Durante el segundo semestre de cada ejercicio económico, el Consejo aprobará el presupuesto administrativo de la Organización para el ejercicio siguiente y la contribución de cada Miembro a dicho presupuesto.
- 2) La contribución de cada Miembro al presupuesto para cada uno de los ejercicios económicos será proporcional a la relación que exista entre el número de sus votos y la totalidad de los votos de todos los Miembros en el momento de aprobarse el presupuesto correspondiente a ese ejercicio. Sin embargo, si se modifica la distribución de votos entre los Miembros, de conformidad con las disposiciones del párrafo 5) del artículo 12, al comienzo del ejercicio para el que se fijan las contribuciones, se ajustarán tales contribuciones según corresponda para ese ejercicio. Al determinar las contribuciones, los votos de cada uno de los Miembros se calcularán sin tener en cuenta la suspensión de los derechos de voto de algunos de los Miembros ni la posible redistribución de votos que resulte de ello.
- 3) La contribución inicial de todo Miembro que ingrese en la Organización después de la entrada en vigor del Convenio será determinada por el Consejo atendiendo al número de votos que se le asignará y al período del ejercicio económico en curso que quede, pero en ningún caso se modificarán las contribuciones fijadas a los demás Miembros para el ejercicio económico de que se trate.

4) Si el Convenio entra en vigor faltando más de ocho meses para el comienzo del primer ejercicio económico completo, el Consejo aprobará en su primer período de sesiones un presupuesto administrativo que abarque únicamente el período que falte hasta que empiece el primer ejercicio económico completo. En caso contrario, el presupuesto administrativo abarcará tanto el período inicial como el primer ejercicio económico completo.

Artículo 25

Pago de contribuciones

1) Las contribuciones al presupuesto administrativo de cada ejercicio económico se abonarán en moneda libremente convertible, y serán exigibles el primer día de ese ejercicio.

2) Si algún Miembro no paga su contribución completa al presupuesto administrativo en el término de seis meses a partir de la fecha en que es exigible, se suspenderán su derecho de voto en el Consejo y su derecho a votar en la Junta hasta que haya abonado dicha contribución. Sin embargo, a menos que el Consejo lo decida por mayoría distribuida de dos tercios, no se privará a dicho Miembro de ninguno de sus demás derechos ni se le eximirá de ninguna de las obligaciones que le incumben en virtud de este Convenio.

3) Todo Miembro cuyos derechos de votación se hayan suspendido en virtud del párrafo 2) de este artículo o de los artículos 45 ó 61, seguirá, sin embargo, obligado a pagar su contribución.

Artículo 26

Certificación y publicación de cuentas

Tan pronto como sea posible una vez cerrado cada ejercicio económico se presentará al Consejo, para su aprobación y publicación, un estado certificado por auditores externos de los ingresos y gastos de la Organización durante ese ejercicio económico.

CAPITULO VII - REGULACION DE LAS EXPORTACIONES

Artículo 27

Obligaciones generales de los Miembros

1) Los Miembros se comprometen a desarrollar su política comercial de tal manera que se logren los objetivos descritos en el artículo 1 de este Convenio, y sobre todo los del párrafo 4). Aceptan que conviene que el Convenio se aplique de manera que los ingresos reales obtenidos de la exportación del café puedan aumentar gradualmente, de acuerdo con sus necesidades de divisas para mantener sus programas de desarrollo social y económico.

2) Para lograr tales fines mediante el establecimiento de cuotas conforme a lo previsto en este capítulo y la aplicación en otras formas de las disposiciones de este Convenio, los Miembros aceptan que es necesario asegurar que el nivel general de los precios del café no se reducirá por debajo de los precios existentes en 1962.

3) Los Miembros aceptan asimismo que conviene asegurar que los precios que se les fijan a los consumidores sean equitativos y no impidan la conveniente expansión del consumo.

Artículo 28

Cuotas básicas de exportación

1) Durante los tres primeros años cafeteros, a partir del 1º de octubre de 1962, cada uno de los países exportadores enumerados en el Anexo A tendrá la cuota básica de exportación que se indica en dicho Anexo.

2) Durante el último semestre del año cafetero que terminará el 30 de septiembre de 1965, el Consejo revisará las cuotas básicas de exportación que se indican en el Anexo A, con objeto de ajustarlas a las condiciones generales del mercado. El Consejo podrá efectuar tal revisión por una mayoría distribuida de dos tercios; en caso de no hacerse esta revisión, continuarán aplicándose las cuotas básicas de exportación que se indican en el Anexo A.

Artículo 29

Cuota de un grupo Miembro

Cuando se considere que dos o más de los países enumerados en el Anexo A constituyen un grupo Miembro de acuerdo con las disposiciones del artículo 5, las cuotas básicas de exportación fijadas para esos países en el Anexo A se englobarán, y el total resultante será considerado como una sola cuota a los efectos de las disposiciones de este capítulo.

Artículo 30

Fijación de las cuotas anuales de exportación

- 1) Por lo menos 30 días antes del principio de cada año cafetero, el Consejo aprobará por mayoría de dos tercios un cálculo de las importaciones totales del mundo para el año siguiente y un cálculo de las exportaciones probables procedentes de los países que no son miembros de la Organización.
- 2) A base de estos cálculos, el Consejo fijará inmediatamente las cuotas anuales de exportación, cuya cifra constituirá un porcentaje de las cuotas básicas indicadas en el Anexo A; dicho porcentaje será el mismo para todos los Miembros exportadores. Para el primer año cafetero, este porcentaje será de 99, sujeto a las disposiciones del artículo 32.

Artículo 31

Fijación de las cuotas trimestrales de exportación

- 1) Inmediatamente después de haber fijado las cuotas anuales de exportación, el Consejo fijará las cuotas trimestrales de exportación para cada Miembro exportador, con objeto de que la oferta mantenga un equilibrio razonable durante todo el año cafetero con la demanda calculada.
- 2) Estas cuotas representarán en lo posible el 25% de la cuota anual de exportación de cada Miembro durante el año cafetero. No se permitirá que ningún Miembro exporte más del 30% en el primer trimestre, más del 60% en los dos primeros trimestres y más del 80% en los tres primeros trimestres del año cafetero. Si las exportaciones procedentes de cualquier Miembro en un determinado trimestre son inferiores a su cuota para ese trimestre, el saldo se añadirá a su cuota del trimestre siguiente de ese año cafetero.

Artículo 32

Ajuste de las cuotas anuales de exportación

Si las condiciones del mercado lo requieren, el Consejo podrá revisar la situación de las cuotas y variar el porcentaje de las cuotas básicas de exportación fijadas en virtud del párrafo 2) del artículo 30. Al proceder así, el Consejo tomará en cuenta cualquier probable déficit de café que puedan tener los Miembros.

Artículo 33

Notificación del déficit de café

- 1) Los Miembros exportadores se comprometen a notificar al Consejo, al final del octavo mes del año cafetero y con posterioridad tantas veces como el Consejo lo solicite, si disponen de cantidades suficientes de café para exportar el volumen total de la cuota que se les asignó para ese año.
- 2) El Consejo tendrá en cuenta esas notificaciones al determinar si debe o no ajustar el volumen de las cuotas de exportación de conformidad con las disposiciones del artículo 32.

Artículo 34

Ajuste de las cuotas trimestrales de exportación

- 1) El Consejo modificará las cuotas trimestrales establecidas para cada Miembro en virtud del párrafo 1) del artículo 31, en las circunstancias descritas en este artículo.
- 2) Si el Consejo modifica las cuotas anuales de exportación previstas en el artículo 32, la modificación en la cuota anual se reflejará en las cuotas para el trimestre en curso y para los trimestres restantes del año, o para los trimestres restantes del año cafetero.
- 3) Aparte del ajuste previsto en el párrafo anterior, el Consejo podrá, si considera que la situación del mercado lo requiere, hacer ajustes entre las cuotas trimestrales corrientes y las cuotas trimestrales restantes de un mismo año cafetero, sin modificar por ello las cuotas anuales.

4) Cuando, por circunstancias excepcionales, un Miembro exportador considere que las limitaciones establecidas en el párrafo 2) del artículo 31 podrían causar serios perjuicios a su economía, el Consejo podrá, a solicitud de ese Miembro, adoptar las medidas pertinentes de conformidad con las disposiciones del artículo 60. El Miembro interesado deberá demostrar los perjuicios sufridos y proporcionar garantías adecuadas respecto de la estabilidad de los precios. Sin embargo, el Consejo no podrá en ningún caso autorizar a un país a exportar más del 35% de su cuota anual de exportación en el primer trimestre, más del 65% en los dos primeros trimestres y más del 85% en los tres primeros trimestres del año cafetero.

5) Todos los Miembros reconocen que toda alza o baja importante de los precios ocurrida durante un breve período puede causar una distorsión excepcional en las tendencias principales de los precios, ocasionar una grave preocupación a productores y consumidores y amenazar el logro de los objetivos del Convenio. Por lo tanto, si tales movimientos en el nivel general de precios ocurren durante períodos breves, los Miembros podrán solicitar que se convoque al Consejo, el cual podrá modificar por mayoría simple distribuida el volumen total de la cuota trimestral en vigor.

6) Si el Consejo establece que un alza o baja brusca e inusitada del nivel general de precios se debe a una maniobra artificial en el mercado cafetero mediante acuerdos entre importadores, entre exportadores o entre unos y otros, resolverá por mayoría simple qué medidas correctivas deben aplicarse para readjustar el volumen total de las cuotas trimestrales en vigor.

Artículo 35

Procedimiento para ajustar las cuotas de exportación

1) Las cuotas anuales se fijarán, y los ajustes se efectuarán, modificando la cuota básica de exportación de cada Miembro en un porcentaje que será igual para todos.

2) Los cambios generales introducidos en todas las cuotas trimestrales en cumplimiento de lo dispuesto en los párrafos 2), 3), 5) y 6) del artículo 34 se aplicarán a prorrata a cada una de las cuotas trimestrales siguiendo las normas pertinentes que establezca el Consejo. En esas normas se tendrá en cuenta los distintos porcentajes de las cuotas anuales de exportación que los diversos Miembros hayan exportado o tengan derecho a exportar en cada trimestre del año cafetero.

3) Todas las decisiones del Consejo sobre fijación y ajuste de las cuotas anuales y de las cuotas trimestrales en virtud de los artículos 30, 31, 32 y 34 se adoptarán por mayoría distribuida de dos tercios, salvo disposiciones en contrario.

Artículo 36

Observancia de las cuotas de exportación

1) Los Miembros exportadores sujetos a cuota adoptarán las medidas necesarias para asegurar el pleno cumplimiento de todas las disposiciones sobre la materia establecidas en el presente Convenio. El Consejo podrá pedir a dichos Miembros que adopten nuevas medidas para que se aplique con eficacia el sistema de cuotas previsto en el Convenio.

2) Ningún Miembro exportador podrá sobrepasar la cuota anual o las cuotas trimestrales que se le hubieran asignado.

3) Si un Miembro exportador se excede de su cuota en un determinado trimestre, el Consejo deducirá de una o varias de sus cuotas futuras una cantidad igual al exceso.

4) Si, en cualquier momento durante la vigencia del presente Convenio, un Miembro exportador se excede por segunda vez de su cuota trimestral, el Consejo deducirá de una o varias de sus cuotas futuras una cantidad igual al doble de ese exceso.

5) Si, en cualquier momento durante la vigencia del presente Convenio, un Miembro exportador se excede por tercera vez o por más veces de su cuota trimestral, el Consejo aplicará la misma reducción prevista en el párrafo 4) y además podrá exigir el retiro de dicho Miembro de la Organización, de conformidad con el artículo 69.

6) Las reducciones de las cuotas previstas en los párrafos 3), 4) y 5) se aplicarán tan pronto como el Consejo reciba la información requerida.

Artículo 37

Cuotas transitorias

1) Las exportaciones de café posteriores al 1º de octubre de 1962 serán imputadas a la cuota anual de exportación del país interesado, en el momento en que el Convenio entre en vigor respecto de ese país.

2) Si el Convenio entra en vigor después del 1º de octubre de 1962, el Consejo introducirá en su primer período de sesiones las modificaciones necesarias en el procedimiento para la fijación de las cuotas anuales y trimestrales de exportación respecto del año cafetero en el que el Convenio entre en vigor.

Artículo 38

Embarques de café procedentes de territorios dependientes

1) Con sujeción a las disposiciones del párrafo 2) de este artículo, el café procedente de cualquiera de los territorios dependientes de un Miembro y destinado a su territorio metropolitano o a otro de sus territorios dependientes para el consumo interno o para el consumo en cualquiera de los demás territorios dependientes, no se considerará como café de exportación y no estará sujeto a las limitaciones de las cuotas, siempre que el Miembro interesado llegue a un acuerdo satisfactorio para el Consejo en la cuestión del control de las reexportaciones y en toda otra cuestión que el Consejo pudiera decidir que está relacionada con el funcionamiento del Convenio y que surja de la relación especial entre el territorio metropolitano del Miembro y sus territorios dependientes.

2) La circulación del café entre un Miembro y cualquiera de sus territorios dependientes que, conforme a las disposiciones de los artículos 4 y 5 sea Miembro individual de la Organización o integrante de un grupo Miembro, se considerará a los efectos del Convenio como exportación de café.

Artículo 39

Miembros exportadores no sujetos a cuotas

- 1) Todo Miembro exportador cuyo promedio de exportaciones anuales de café haya sido inferior a 25.000 sacos durante los tres años anteriores, no estará sujeto a las disposiciones sobre cuotas del Convenio, mientras sus exportaciones sean inferiores a la cantidad mencionada.
- 2) Todo Territorio en fideicomiso administrado en virtud de un acuerdo de administración fiduciaria concertado con las Naciones Unidas, cuyas exportaciones anuales a países que no sean la Autoridad Administradora no excedan de 100.000 sacos, no estará sujeto a las disposiciones sobre cuotas del Convenio, mientras sus exportaciones sean inferiores a la cantidad mencionada.

Artículo 40

Exportaciones no imputadas a las cuotas

- 1) Para favorecer el aumento del consumo de café en ciertas regiones del mundo donde hay un reducido consumo por habitante y un potencial de expansión considerable, las exportaciones destinadas a los países enumerados en el Anexo B, con sujeción a las disposiciones del inciso f) de este párrafo, no se imputarán a las cuotas. El Consejo reexaminará esa lista al iniciarse el segundo año cafetero completo después de la entrada en vigor del Convenio y anualmente con posterioridad, con objeto de determinar si conviene suprimir de ella a uno o varios países, y podrá, si así lo decide, suprimirlos. En relación con las exportaciones a los países enumerados en el Anexo B, se aplicarán las disposiciones de los incisos siguientes:
 - a) En el primer período de sesiones, y después cuando lo estime conveniente, el Consejo preparará un cálculo de las importaciones para el consumo interno de los países enumerados en el Anexo B, después de examinar los resultados obtenidos el año anterior sobre el aumento del consumo del café en esos mercados importadores y teniendo en cuenta el probable efecto de las campañas de propaganda y de los acuerdos comerciales. Los Miembros exportadores considerados

en conjunto no exportarán a los países enumerados en el Anexo B una cantidad que exceda de la fijada por el Consejo, y, a tal efecto, el Consejo mantendrá informados a esos Miembros sobre las exportaciones corrientes a dichos países. Los Miembros exportadores comunicarán al Consejo, a más tardar treinta días después del fin de cada mes, todas las exportaciones hechas a cada uno de los países enumerados en el Anexo B durante ese mes.

- b) Los Miembros proporcionarán las estadísticas y demás información que necesite el Consejo para ayudarle a fiscalizar la corriente de café a los países enumerados en el Anexo B y su consumo en ellos.
- c) Los Miembros exportadores procurarán negociar de nuevo lo antes posible los actuales acuerdos comerciales, con objeto de incluir en ellos disposiciones que eviten la reexportación de café desde los países enumerados en el Anexo B a otros mercados. Los Miembros exportadores incluirán también tales disposiciones en todos los nuevos acuerdos comerciales y en todos los nuevos contratos de venta no previstos en los acuerdos comerciales, tanto si dichos contratos se conciernen con comerciantes privados como si se concluyen con organizaciones oficiales.
- d) Para mantener constantemente el control de las exportaciones a los países enumerados en el Anexo B, el Consejo podrá adoptar nuevas medidas de precaución, tales como los requisitos de que los sacos de café destinados a esos países lleven marcas especiales y de que los Miembros exportadores reciban de esos países garantías bancarias y contractuales para impedir la reexportación a países no enumerados en el Anexo B. Siempre que lo estime necesario, el Consejo podrá contratar los servicios de una organización mundial reconocida internacionalmente para investigar irregularidades en las exportaciones a los países enumerados en el Anexo B o verificar éstas. El Consejo podrá señalar a la atención de los Miembros toda posible irregularidad.
- e) El Consejo preparará todos los años un amplio informe sobre los resultados obtenidos en el desarrollo de los mercados de café de los países enumerados en el Anexo B.

- f) En caso de que el café exportado por un Miembro a un país de los enumerados en el Anexo B sea reexportado a cualquier otro país no enumerado en el Anexo B, el Consejo cargará a la cuota del Miembro exportador la cantidad correspondiente. Si se produjese de nuevo tal reexportación, desde ese país enumerado en el Anexo B, el Consejo investigará el caso y, a menos que encuentre circunstancias atenuantes, podrá excluir en cualquier momento del Anexo B al país no sujeto a cuota.
- 2) Las exportaciones de café en grano como materia prima para procesos industriales con fines diferentes del consumo humano como bebida o alimento no serán imputadas a las cuotas, siempre que satisfaga al Consejo la información suministrada por el Miembro exportador de que el café en grano se utilizará en realidad para tales fines.
- 3) El Consejo podrá decidir, a petición de un Miembro exportador, que las exportaciones de café del mismo para fines humanitarios u otros fines no comerciales no se imputarán a su cuota.

Artículo 41

Forma de asegurar los suministros

Además de velar por que los suministros totales de café concuerden con las importaciones mundiales calculadas, el Consejo tratará de asegurar que los consumidores puedan obtener los suministros de café de los tipos que requieran. Para lograr tal fin, el Consejo utilizará los métodos que estime factibles, previa decisión por mayoría distribuida de dos tercios.

Artículo 42

Acuerdos regionales e interregionales sobre precios

- 1) Los acuerdos regionales e interregionales sobre precios concertados entre Miembros exportadores deberán ser compatibles con los objetivos generales del presente Convenio y registrarse ante el Consejo. En tales acuerdos se tendrán en cuenta los intereses de los productores y consumidores, así como las finalidades principales del presente Convenio. Todo Miembro que considere que cualquiera de estos acuerdos pueda acarrear consecuencias incompatibles con los objetivos del presente Convenio, podrá pedir al Consejo que estudie en su próxima reunión el acuerdo en cuestión con los Miembros interesados.

2) Previa consulta con los Miembros y con la organización regional a que pertenezcan, el Consejo podrá recomendar una escala de precios diferenciales para diversos tipos y calidades de café, que los Miembros se esfuerzen en obtener mediante sus respectivas políticas en materia de precios.

3) Si se producen fluctuaciones bruscas de precios durante breves períodos para los tipos y calidades de café para los cuales se haya aprobado una escala de precios diferenciales en virtud de las recomendaciones hechas con arreglo al párrafo 2), el Consejo podrá recomendar medidas adecuadas para corregir tal situación.

Artículo 43

Investigación de las tendencias del mercado

El Consejo estudiará constantemente las tendencias del mercado del café, con objeto de recomendar una política de precios en la que se tengan en cuenta los resultados logrados en virtud del sistema de cuotas previsto en el Convenio.

CAPITULO VIII. - CERTIFICADOS DE ORIGEN Y REEXPORTACION

Artículo 44

Certificados de origen y reexportación

1) Toda exportación de café procedente de cualquier Miembro en cuyo territorio se haya cultivado dicho café irán acompañados de un certificado de origen según el modelo que figura en el Anexo C, expedido por un organismo competente que elegirá ese Miembro. Cada Miembro decidirá el número de ejemplares del certificado que requerirá y cada uno de estos llevará un número de serie. El original del certificado acompañará a los documentos de exportación y el país Miembro enviará una copia a la Organización. De una manera directa o por conducto de una organización mundial internacionalmente reconocida, el Consejo verificará los certificados de origen, para poder saber en todo momento las cantidades de café que ha exportado cada Miembro.

2) Toda reexportación de café procedente de un Miembro irá acompañada de un certificado de reexportación, en la forma que determine el Consejo, en el que

se hará constar que el café de que se trata se importó de conformidad con las disposiciones del Convenio - y, en su caso, se incluirá una referencia al certificado o certificados de origen con que se importó dicho café - expedido por un organismo competente elegido por ese Miembro. El original del certificado acompañará a los documentos de reexportación y una copia del mismo será remitida a la Organización por el Miembro reexportador.

3) Todo Miembro comunicará a la Organización el nombre del organismo u organismos designados por él para desempeñar las funciones descritas en los párrafos 1) y 2) de este artículo. Cuando haya motivo, el Consejo podrá declarar en cualquier momento que considera inaceptable el certificado de un determinado organismo.

4) Los Miembros enviarán a la Organización informes periódicos sobre las importaciones de café, en la forma y con los intervalos que determine el Consejo.

5) Las disposiciones del párrafo 1) de este artículo se pondrán en efecto antes de tres meses a partir de la entrada en vigor de este Convenio. Las disposiciones del párrafo 2) se pondrán en efecto en el momento que determine el Consejo.

6) Despues de las fechas respectivas previstas en el párrafo 5) de este artículo, cada Miembro prohibirá la entrada de cualquier embarque de café procedente de otro Miembro que no vaya acompañado de un certificado de origen o de un certificado de reexportación.

CAPITULO IX - REGULACION DE LAS IMPORTACIONES

Artículo 45

Regulación de las importaciones

1) Para evitar que los países exportadores no Miembros aumenten sus exportaciones a expensas de los Miembros, se aplicarán las siguientes disposiciones respecto de las importaciones de café hechas por los Miembros de países no Miembros.

2) Si tres meses después de la entrada en vigor del Convenio o en cualquiera fecha ulterior, los Miembros de la Organización representan menos del 95% de las exportaciones mundiales de café en el año civil de 1961, cada Miembro limitará, a reserva de lo dispuesto en los párrafos 4) y 5) de este artículo, el total de sus

importaciones anuales procedentes de países exportadores no Miembros considerados como grupo, a una cantidad que no exceda de sus importaciones medias anuales de esos países como grupo en los últimos tres años de que se disponga de estadísticas antes de la entrada en vigor del Convenio. Sin embargo, si el Consejo así lo decide, puede aplazarse la aplicación de estas limitaciones.

3) Si el Consejo, sobre la base de la información recibida, comprueba en cualquier momento que las exportaciones de países no Miembros considerados como grupo perturban las exportaciones de los Miembros, podrá decidir que se aplicarán las limitaciones del párrafo 2), a pesar de que los Miembros de la Organización representen el 95% o más de las exportaciones mundiales en el año civil de 1961.

4) Si el cálculo del Consejo sobre las importaciones mundiales adoptado en virtud del artículo 30) para cualquier año cafetero es inferior a su cálculo de las importaciones mundiales durante el primer año cafetero después de la entrada en vigor del Convenio, la cantidad que cada Miembro puede importar de los países no Miembros considerados como grupo en virtud de las disposiciones del párrafo 2) se reducirá en la misma proporción.

5) El Consejo podrá recomendar anualmente nuevas limitaciones para las importaciones procedentes de países no Miembros, si las considera necesarias para coadyuvar a los fines del Convenio.

6) Dentro del mes siguiente a la fecha en que se apliquen limitaciones con arreglo a lo dispuesto en el presente artículo, cada Miembro informará al Consejo de la cantidad que le está permitido importar anualmente de los países no Miembros considerados como grupo.

7) Las obligaciones de los párrafos anteriores de este artículo no derogarán las obligaciones bilaterales o multilaterales en conflicto que los Miembros importadores hayan contraído con los países no Miembros antes del 1º de agosto de 1962; a condición de que todo Miembro importador que tenga esas obligaciones en conflicto las cumpla de forma tal que disminuya todo lo posible el conflicto con las obligaciones descritas en los párrafos anteriores, trate cuanto antes de adoptar medidas para armonizar sus obligaciones con las disposiciones de esos párrafos, e informe al Consejo sobre los detalles de las obligaciones citadas y sobre las medidas que ha tomado para atenuar o eliminar el conflicto existente.

8) Si un Miembro importador no cumple las disposiciones de este artículo, el Consejo podrá suspender, por mayoría distribuida de dos tercios, su derecho de voto en el Consejo y su derecho a que se utilicen sus votos en la Junta.

CAPITULO X - AUMENTO DEL CONSUMO

Artículo 46

Propaganda

1) El Consejo patrocinará un programa continuo para fomentar el consumo del café. La magnitud y el costo de este programa serán sometidos periódicamente al examen y aprobación del Consejo. Los Miembros importadores no tendrán ninguna obligación en lo que respecta a la financiación del programa.

2) Si el Consejo así lo decide después de estudiar la cuestión, establecerá dentro de la Junta un comité separado de la Organización, que se denominará Comité Mundial de Propaganda del Café.

3) Si se crea el Comité Mundial de Propaganda del Café, se aplicarán las siguientes disposiciones:

a) El Consejo determinará el reglamento del Comité sobre la composición, la organización y las cuestiones financieras. Podrán ser miembros del Comité únicamente los Miembros que contribuyan al programa de propaganda establecido en el párrafo 1).

b) Para el desempeño de su tarea, el Comité establecerá un comité técnico en cada uno de los países en que se lleve a cabo una campaña de propaganda. Antes de iniciar una campaña en un país que sea Miembro, el Comité comunicará al representante en el Consejo de dicho país su intención de realizar esa campaña, y deberá obtener el consentimiento de dicho Miembro.

c) Los gastos ordinarios de administración relativos al personal permanente del comité distintos de los viajes para fines propagandísticos se cargarán al presupuesto administrativo de la Organización y no se cargarán a los fondos de propaganda del comité.

Artículo 47

Eliminación de obstáculos al consumo

- 1) Los Miembros reconocen la importancia vital de lograr cuanto antes el mayor aumento posible del consumo del café, en especial reduciendo gradualmente los obstáculos que pueden impedir ese aumento.
- 2) Los Miembros afirman su intención de fomentar la plena colaboración internacional entre todos los países exportadores e importadores de café.
- 3) Los Miembros reconocen que hay disposiciones vigentes que se oponen, en mayor o menor medida, al aumento del consumo del café, en particular:
 - a) los regímenes de importación aplicables al café, incluidos los aranceles preferenciales o de otra índole, las cuotas, las operaciones de los monopolios oficiales de importación y de los organismos oficiales de compra, y las demás normas administrativas y prácticas comerciales;
 - b) los regímenes de exportación, en lo relativo a los subsidios directos o indirectos, y las demás normas administrativas y prácticas comerciales;
 - c) las condiciones internas de la comercialización y las disposiciones legales y administrativas internas que puedan afectar el consumo.
- 4) Los Miembros reconocen que ciertos Miembros han demostrado su aprobación de los objetivos antes expuestos, al anunciar su intención de reducir los aranceles aplicables al café o al adoptar otras medidas para eliminar los obstáculos que entorpecen la expansión del consumo.
- 5) Los Miembros se comprometen, teniendo en cuenta los estudios ya efectuados y los que se efectúen bajo los auspicios del Consejo o de otras organizaciones internacionales competentes, así como la Declaración aprobada en la sesión de representantes de Ministerios celebrada en Ginebra el 30 de noviembre de 1961:
 - a) a investigar la forma de reducir poco a poco y, siempre que sea posible, llegar a eliminar los obstáculos que se oponen al aumento de la comercialización y el consumo enumerados en el párrafo 3), o los medios de atenuar considerablemente sus efectos;

- b) a informar al Consejo sobre los resultados de dicha investigación, para que el Consejo pueda examinar, en un plazo de dieciocho meses a partir de la fecha en que el Convenio entre en vigor, la información proporcionada por los Miembros sobre el efecto de dichos obstáculos y, si ha lugar, sobre las medidas previstas para reducir los obstáculos o atenuar sus efectos;
 - c) a tener en cuenta los resultados de este examen del Consejo al adoptar medidas internas y formular propuestas de acción internacional;
 - d) a revisar, en el período de sesiones previsto en el artículo 72, los resultados obtenidos merced al Convenio, y a examinar la adopción de nuevas medidas para la eliminación de los obstáculos que sigan estorbando la expansión del comercio y del consumo, teniendo en cuenta el éxito del Convenio en el aumento de los ingresos de los Miembros exportadores y en el desarrollo del consumo;
- 6) Los Miembros se comprometen a estudiar en el seno del Consejo y demás organizaciones competentes las peticiones que pudieran presentar ciertos Miembros, cuya economía pudiera resultar afectada por las medidas adoptadas de conformidad con las disposiciones de este artículo.

CAPITULO XI - CONTROLES DE PRODUCCION

Artículo 48

Metas de producción

- 1) Los Miembros productores se comprometen a ajustar la producción de café mientras el Convenio esté en vigor al volumen necesario para el consumo interno, exportación y reservas, según lo determina el Capítulo XII.
- 2) A más tardar un año después de la fecha en que entre en vigor el Convenio, y en consulta con los Miembros productores, el Consejo recomendará por una mayoría distribuida de dos tercios las metas de producción que debe tener cada uno de ellos, así como la global del mundo.
- 3) Los Miembros productores serán totalmente responsables de la política y las normas que apliquen para el logro de estos objetivos.

Artículo 49

Cumplimiento de los programas de control de producción

1) Cada Miembro productor informará periódicamente y por escrito al Consejo sobre las medidas que haya tomado o esté tomando para lograr los objetivos del artículo 48, así como sobre los resultados concretos obtenidos: Durante su primer período de sesiones, el Consejo establecerá por una mayoría distribuida de dos tercios el calendario y el procedimiento para presentar y discutir tales informes. Antes de hacer observaciones o recomendaciones, el Consejo consultará con los Miembros interesados.

2) Si el Consejo decidiera por mayoría distribuida de dos tercios que cualquier Miembro productor no había adoptado, en el plazo de dos años contados a partir de la entrada en vigor del Convenio, un programa para ajustar su producción a las metas recomendadas por el Consejo de acuerdo con el artículo 48, o que el programa de cualquier Miembro productor no era eficiente, podría decidir por igual mayoría que el Miembro de que se trate no gozará de los aumentos de cuota que puedan resultar de la aplicación del Convenio. El Consejo podrá establecer por igual mayoría los procedimientos que considere adecuados para comprobar el cumplimiento de las disposiciones del artículo 48.

3) Cuando lo estime oportuno, pero de todas formas a más tardar durante el período de sesiones sobre revisión previsto en el artículo 72, el Consejo, en vista de los informes sometidos a su consideración por los Miembros productores de acuerdo con el párrafo 1) de este artículo, podrá por una mayoría distribuida de dos tercios revisar las metas de producción recomendadas de conformidad con el párrafo 2) del artículo 48.

4) Al aplicar las disposiciones de este artículo, el Consejo mantendrá un estrecho contacto con las organizaciones internacionales, nacionales y privadas que tengan interés o responsabilidad en financiar o ayudar en general los planes de desarrollo de los países de producción primaria.

Artículo 50

Colaboración de los Miembros importadores

Conscientes de que la necesidad de colocar la producción en equilibrio adecuado con la demanda mundial de café es de capital importancia, los Miembros importadores, consecuentes con su política general en materia de asistencia internacional, están dispuestos a colaborar con los Miembros exportadores en sus planes para limitar la producción de café. Su asistencia podrá prestarse sobre bases técnicas, financieras o de otra índole, y podrá extenderse mediante acuerdos bilaterales, multilaterales o regionales a los Miembros productores que cumplan las disposiciones de este capítulo.

CAPITULO XII - REGULACION DE LAS EXISTENCIAS

Artículo 51

Política relativa a las existencias de café

- 1) En su primer período de sesiones, el Consejo adoptará las medidas necesarias para comprobar las existencias mundiales de café de acuerdo con los procedimientos que él mismo establezca y teniendo en cuenta los siguientes puntos: cantidades, países de origen, ubicación, calidades y condiciones. Los Miembros darán facilidades para tal investigación.
- 2) A base de los datos obtenidos, el Consejo decidirá dentro del plazo de un año a partir de la fecha de entrada en vigor del Convenio y en consulta con los Miembros interesados, la política sobre tales existencias, a fin de complementar las recomendaciones previstas en el artículo 48, y facilitar así la consecución de los objetivos del Convenio.
- 3) Los Miembros productores tratarán por todos los medios a su alcance de poner en práctica la política establecida por el Consejo.
- 4) La responsabilidad de las medidas para aplicar la política establecida por el Consejo corresponderá íntegramente a cada Miembro productor interesado.

Artículo 52Ejecución de programas para regular las existencias

Cada Miembro productor informará periódicamente y por escrito al Consejo sobre las medidas que haya tomado o esté tomando para lograr los objetivos del artículo 51, así como sobre los resultados concretos obtenidos. Durante su primer período de sesiones, el Consejo establecerá el calendario y el procedimiento para presentar y discutir tales informes. Antes de hacer observaciones o recomendaciones, el Consejo consultará con los Miembros interesados.

CAPITULO XIII - OTRAS OBLIGACIONES DE LOS MIEMBROS**Artículo 53**Consultas y colaboración con el comercio

- 1) El Consejo instará a los Miembros a solicitar el parecer de los expertos en cuestiones del café.
- 2) Los Miembros desarrollarán sus actividades dentro del marco del Convenio, de forma que estén en armonía con los conductos comerciales establecidos.

Artículo 54Trueque

Para no amenazar la estructura general de los precios, los Miembros aceptan no efectuar operaciones de trueque directa e individualmente vinculadas, que entrañen la venta de café en los mercados tradicionales.

Artículo 55Mezclas y sucedáneos

Los Miembros no mantendrán en vigor ninguna disposición que exija la mezcla, elaboración o utilización de otros productos con café para su venta en el comercio con el nombre de café. Los Miembros se esforzarán por prohibir la publicidad y la venta, con el nombre de café, de productos que contengan como materia prima básica menos del equivalente de 90% de café verde.

CAPITULO XIV - FINANCIACION ESTACIONAL

Artículo 56

Financiación estacional

- 1) A solicitud de cualquier Miembro que también sea parte en acuerdos bilaterales, multilaterales, regionales o interregionales relativos a la financiación estacional, el Consejo examinará dichos acuerdos con objeto de comprobar si las obligaciones contraídas en ellos son compatibles con las que impone el Convenio.
- 2) El Consejo podrá hacer recomendaciones a los Miembros, con objeto de resolver cualquier caso de incompatibilidad de obligaciones que pudiera presentarse.
- 3) A base de la información obtenida de los Miembros interesados y si lo considera apropiado y pertinente, el Consejo podrá hacer recomendaciones de carácter general a fin de prestar asistencia a los Miembros que necesiten financiación estacional.

CAPITULO XV - FONDO INTERNACIONAL DEL CAFE

Artículo 57

El Fondo Internacional del Café

- 1) El Consejo puede establecer un Fondo Internacional del Café. El Fondo se utilizará para avanzar hacia el objetivo de limitar la producción de café, a fin de establecer un equilibrio razonable con la demanda mundial, y para contribuir al logro de los demás objetivos del Convenio.
- 2) Las contribuciones al Fondo serán voluntarias.
- 3) La decisión del Consejo relativa al establecimiento del Fondo y la aprobación de los principios que guiarán la administración del mismo se tomará por mayoría distribuida de dos tercios.

CAPITULO XVI - INFORMACION Y ESTUDIOS

Artículo 58

Información

- 1) La Organización actuará como centro para la reunión, intercambio y publicación de:
 - a) información estadística sobre la producción, las exportaciones e importaciones, la distribución y el consumo de café en el mundo, y
 - b) en la medida que lo considere adecuado, información técnica sobre el cultivo, la elaboración y la utilización del café.
- 2) El Consejo podrá pedir a los Miembros que le proporcionen la información que considere necesaria sobre sus operaciones, incluidos informes estadísticos regulares acerca de la producción, exportaciones e importaciones, distribución, consumo, existencias e impuestos del café, pero no se publicará ninguna información que pudiera servir para identificar las operaciones de personas o compañías que produzcan, elaboren o comercialicen el café. Los Miembros proporcionarán la información solicitada en la forma más detallada y precisa que sea posible.
- 3) Si un Miembro dejara de suministrar, o tuviese dificultades para suministrar, dentro de un plazo razonable, datos estadísticos u otra información que necesite el Consejo para el buen funcionamiento de la Organización, el Consejo podrá exigirle que explique las razones de la falta de cumplimiento. Si se comprobare que necesita asistencia técnica en la cuestión, el Consejo podrá adoptar cualquier medida que se requiere al respecto.

Artículo 59

Estudios

- 1) El Consejo podrá estimular la preparación de estudios acerca de la economía de la producción y distribución del café, del efecto de las medidas gubernamentales de los países productores y consumidores sobre la producción y consumo del café, de las oportunidades para la ampliación del consumo de café en su uso tradicional y posiblemente en nuevos usos, y de las consecuencias del funcionamiento del presente Convenio para los países productores y consumidores de café, incluida su relación de intercambio.

2) La Organización continuará en la medida que considere necesaria los estudios e investigaciones iniciados con anterioridad por el Grupo de Estudio del Café, y realizará estudios periódicos de las tendencias y proyecciones de la producción y consumo de café.

3) La Organización podrá estudiar la posibilidad de establecer normas mínimas para las exportaciones de los Miembros que producen café. El Consejo podrá discutir recomendaciones a este respecto.

CAPITULO XVII : EXONERACION DE OBLIGACIONES

Artículo 60

Exoneración de obligaciones

1) El Consejo podrá exonerar, por mayoría distribuida de dos tercios, a un Miembro de una obligación que, por circunstancias excepcionales o de emergencia, por fuerza mayor, o por deberes constitucionales u obligaciones internacionales en virtud de la Carta de las Naciones Unidas con territorios que administre en virtud del Régimen de Administración Fiduciaria:

- a) represente un grave sacrificio;
- b) imponga una carga injusta a dicho Miembro;
- c) otorgue a otros Miembros una ventaja injusta o ilógica.

2) El Consejo, al conceder la exoneración a un Miembro, manifestará explícitamente los términos y condiciones bajo los cuales dicho Miembro estará relevado de tal obligación, así como el período correspondiente.

CAPITULO XVIII : CONTROVERSIAS Y RECLAMACIONES

Artículo 61

Controversias y reclamaciones

1) Toda controversia relativa a la interpretación o aplicación del Convenio que no se resuelva mediante negociaciones, será sometida, a petición de cualquier Miembro que sea parte en la controversia, a la decisión del Consejo,

- 2) En cualquier caso en que una controversia haya sido sometida a la decisión del Consejo en virtud del párrafo 1) de este artículo, una mayoría de los Miembros, o los Miembros que tengan por lo menos un tercio del total de votos, podrán pedir al Consejo, después de debatido el asunto, que antes de adoptar su decisión solicite la opinión del grupo consultivo mencionado en el párrafo 3) de este artículo acerca de las cuestiones objeto de la controversia.
- 3) a) A menos que el Consejo decida otra cosa por unanimidad, el grupo estará formado por:
 - i) Dos personas designadas por los Miembros exportadores, una de ellas con gran experiencia en asuntos de la misma naturaleza del que es objeto de controversia, y la otra con autoridad y experiencia jurídicas;
 - ii) Dos personas de condiciones análogas designadas por los Miembros importadores, y
 - iii) Un presidente elegido por unanimidad por las cuatro personas designadas en virtud de los incisos i) y ii), o, en caso de desacuerdo, por el Presidente del Consejo.
- b) Podrán ser designados para integrar el grupo consultivo nacionales de los países cuyos gobiernos sean Partes Contratantes de este Convenio.
- c) Las personas designadas para formar el grupo consultivo actuarán a título personal y sin sujeción a instrucciones de ningún gobierno.
- d) Los gastos del grupo consultivo serán sufragados por el Consejo.
- 4) La opinión del grupo consultivo y las razones de la misma serán sometidas al Consejo, el cual decidirá sobre la controversia después de examinar todos los datos pertinentes.
- 5) Toda reclamación en la que se afirme que un Miembro ha dejado de cumplir sus obligaciones en virtud del presente Convenio, será remitida al Consejo a petición del Miembro que formule la reclamación, para que aquél decida la cuestión.
- 6) No podrá declararse que un Miembro ha incumplido las obligaciones que impone este Convenio más que por una mayoría distribuida de votos. En cualquier declaración que se diga que un Miembro ha incumplido el Convenio deberá especificarse la naturaleza de la infracción.
- 7) Si el Consejo llega a la conclusión de que un Miembro ha incumplido el Convenio, podrá, sin perjuicio de otras medidas coercitivas previstas en otros

artículos del Convenio, privar a dicho Miembro por mayoría distribuida de dos tercios de su derecho de voto en el Consejo y de su derecho a que se utilicen sus votos en la Junta hasta que cumpla sus obligaciones, o adoptar medidas para su retiro obligatorio, en virtud del artículo 69.

CAPITULO XIX - DISPOSICIONES FINALES

Artículo 62

Firma

Este Convenio estará abierto en la Sede de las Naciones Unidas hasta el 30 de noviembre de 1962 inclusive, a la firma de todo gobierno invitado a la Conferencia de las Naciones Unidas sobre el Café, 1962, y del gobierno de todo Estado representado antes de su independencia como territorio dependiente en esa Conferencia.

Artículo 63

Ratificación

El presente Convenio quedará sujeto a ratificación o aceptación por los gobiernos signatarios de conformidad con sus respectivos procedimientos constitucionales. Los instrumentos de ratificación o aceptación serán depositados en poder del Secretario General de las Naciones Unidas a más tardar el 31 de diciembre de 1963. Cada gobierno que deposite un instrumento de ratificación o aceptación indicará en el momento de hacerlo si ingresa en la Organización como Miembro exportador o Miembro importador, tal como están definidos en los párrafos 7) y 8) del artículo 2.

Artículo 64

Entrada en vigor

1) Este Convenio entrará en vigor entre los gobiernos que hayan depositado instrumentos de ratificación o aceptación, en cuanto hayan depositado tales instrumentos los gobiernos que representen por lo menos veinte países exportadores,

que hayan efectuado por lo menos el 80% de las exportaciones mundiales durante el año 1961, según se especifica en el Anexo D, y los gobiernos que representen por lo menos diez países importadores, que hayan efectuado por lo menos el 80% de las importaciones mundiales durante el mismo año, según se especifica en el mismo Anexo. El Convenio entrará en vigor para cualquier otro gobierno que depositare más adelante un instrumento de ratificación, aceptación o adhesión a partir de la fecha de tal depósito.

2) El Convenio podrá entrar en vigor provisionalmente. A tal fin, la notificación por cualquier gobierno signatario de que va a gestionar la ratificación o aceptación con arreglo a sus procedimientos constitucionales a la mayor brevedad posible, que sea recibida por el Secretario General de las Naciones Unidas a más tardar el 30 de diciembre de 1963, se considerará que tiene los mismos efectos que un instrumento de ratificación o aceptación. Queda entendido que todo gobierno que envíe tal notificación aplicará provisionalmente el Convenio y será considerado provisionalmente parte en él, hasta que deposite su instrumento de ratificación o aceptación o hasta el 31 de diciembre de 1963, si esta última fecha fuere anterior a la del depósito.

3) El Secretario General de las Naciones Unidas convocará el primer período de sesiones del Consejo, que se celebrará en Londres dentro de los 30 días siguientes a la fecha que entre en vigor el Convenio.

4) Entre o no provisionalmente en vigor este Convenio de conformidad con las disposiciones del párrafo 2) de este artículo, si para el 31 de diciembre de 1963 no ha entrado definitivamente en vigor de acuerdo con el párrafo 1), los gobiernos que en dicha fecha ya hubieren depositado instrumentos de ratificación o aceptación podrán celebrar consultas entre sí para estudiar qué medidas son necesarias en tal situación, y podrán, de mutuo acuerdo, decidir que entrará en vigor entre ellos.

Artículo 65

Adhesión

Podrá adherirse a este Convenio, en las condiciones que el Consejo establezca, el gobierno de cualquier Estado Miembro de las Naciones Unidas o de cualquiera de sus organismos especializados y cualquier gobierno invitado a la Conferencia de las Naciones Unidas sobre el Café, 1962. Si al establecer el Consejo tales condiciones, uno de esos

países no estuviera enumerado en el Anexo A, le fijará una cuota básica de exportación. Si el país estuviese incluido en el citado Anexo A, la cuota básica que aparezca allí será la cuota básica para tal país, a menos que el Consejo decida otra cosa por una mayoría distribuida de dos tercios. Cada gobierno que deposite un instrumento de adhesión indicará en el momento de hacerlo si ingresa en la Organización como Miembro exportador o Miembro importador, tal como están definidos en los párrafos 7) y 8) del artículo 2.

Artículo 66

Reservas

No podrán formularse reservas respecto de ninguna de las disposiciones del Convenio.

Artículo 67

Notificaciones respecto de los territorios dependientes

1) Cualquier gobierno podrá declarar, en el momento de la firma o del depósito de un instrumento de aceptación, ratificación o adhesión, o en cualquier momento después, mediante notificación al Secretario General de las Naciones Unidas que este Convenio se extiende a cualquiera de los territorios de cuyas relaciones internacionales es responsable, en cuyo caso el Convenio se hará extensivo a dichos territorios a partir de la fecha de tal notificación.

2) Cualquier Parte Contratante que desee ejercer su derecho en virtud del artículo 4 respecto de cualquiera de sus territorios dependientes, o que desee autorizar a uno de sus territorios dependientes para que se integre en un grupo Miembro formado en virtud de los artículos 5 ó 6, podrá hacerlo notificando a tal efecto al Secretario General de las Naciones Unidas en el momento del depósito de su instrumento de aceptación, ratificación o adhesión, o en cualquier momento posterior.

3) Cualquier Parte Contratante que haya hecho una declaración de conformidad con el párrafo 1) de este artículo, podrá en cualquier momento posterior, mediante notificación al Secretario General de las Naciones Unidas, declarar que el Convenio dejará de extenderse al territorio nombrado en la notificación, y en tal caso el Convenio dejará de hacerse extensivo a tal territorio desde la fecha de esa notificación.

4) El gobierno de un territorio al cual se hubiere extendido este Convenio en virtud del párrafo 1) de este artículo y que obtuviere su independencia después podrá, dentro de los 90 días de la obtención de la independencia, declarar por notificación al Secretario General de las Naciones Unidas que ha asumido para el territorio los derechos y obligaciones de una Parte Contratante en el Convenio. Desde la fecha de tal notificación, se le considerará Parte Contratante en el Convenio.

Artículo 68

Retiro voluntario

Ninguna Parte Contratante podrá notificar su retiro voluntario del Convenio antes del 30 de septiembre de 1963. Después, cualquier Parte Contratante podrá retirarse del Convenio en cualquier momento, notificando por escrito su retiro al Secretario General de las Naciones Unidas. Tal retiro tendrá efecto a los 90 días de recibirse dicha notificación.

Artículo 69

Retiro obligatorio

Si el Consejo decide que un Miembro ha dejado de cumplir sus obligaciones en virtud del presente Convenio y que tal incumplimiento tiende notablemente a entorpecer el funcionamiento del Convenio, podrá por una mayoría distribuida de dos tercios exigir el retiro de tal Miembro de la Organización. El Consejo notificará inmediatamente al Secretario General de las Naciones Unidas de tal decisión. A los 90 días de haber adoptado el Consejo la decisión, tal Miembro dejará de ser Miembro de la Organización y, si es Parte Contratante, dejará de ser parte en el Convenio.

Artículo 70

Ajuste de cuentas con los Miembros que se retiran

1) El Consejo decidirá todo ajuste de cuentas con un Miembro que se retire. La Organización retendrá las cantidades ya abonadas por cualquier Miembro que se retire, el cual quedará obligado a pagar cualquier cantidad que le déta a

la Organización en el momento de tener efecto tal retiro; sin embargo, en el caso de una Parte Contratante que no pueda hacer una emmienda y, por lo tanto, se retire o cese de participar en el Convenio en virtud de las disposiciones del párrafo 2) del artículo 73, el Consejo podrá decidir cualquier liquidación de cuentas que considere equitativa.

2) Un Miembro que se haya retirado o que haya cesado de participar en el Convenio no tendrá derecho a recibir nada del producto de la liquidación o de otros haberes de la Organización, al quedar terminado el Convenio en virtud del artículo 71.

Artículo 71

Duración y terminación

1) Este Convenio permanecerá vigente hasta el fin del quinto año cafetero completo transcurrido desde la fecha de su entrada en vigor, a menos que sea prorrogado en virtud del párrafo 2) del artículo o se le dé por terminado antes, de acuerdo con el párrafo 3).

2) Durante el quinto año cafetero completo del Convenio, el Consejo podrá, mediante el voto afirmativo de una mayoría de los Miembros que representen por lo menos una mayoría distribuida de dos tercios del total de los votos, renegociar el Convenio o prorrogarlo por el período que decida.

3) El Consejo podrá en cualquier momento, mediante el voto afirmativo de una mayoría de los Miembros que representen por lo menos una mayoría distribuida de dos tercios del total de los votos, declarar terminado el Convenio, con efecto en la fecha que decida.

4) A pesar de la terminación del Convenio, el Consejo seguirá existiendo por todo el tiempo que se requiera para liquidar la Organización, cerrar sus cuentas y disponer de sus haberes, y tendrá durante tal período todas las facultades y funciones que sean necesarias para tales propósitos.

Artículo 72

Revisión

Para revisar el Convenio, el Consejo celebrará un período extraordinario de sesiones durante el segundo semestre del año cafetero que termina el 30 de septiembre de 1965.

Artículo 73

Enmienda

1) El Consejo podrá, por una mayoría distribuida de dos tercios, recomendar a las Partes Contratantes una enmienda al presente Convenio. La enmienda entrará en vigor a los 100 días de haber recibido el Secretario General de las Naciones Unidas, notificaciones de aceptación de Partes Contratantes que representen por lo menos el 75% de los países exportadores que tengan por lo menos el 85% de los votos de los Miembros exportadores y de Partes Contratantes que representen por lo menos el 75% de los países importadores que tengan por lo menos el 80% de los votos de los Miembros importadores. El Consejo podrá fijar el plazo dentro del cual cada Parte Contratante deberá notificar al Secretario General de las Naciones Unidas que ha aceptado la enmienda y, si la enmienda no ha entrado en vigor dentro de ese plazo, se considerará retirada. El Consejo proporcionará al Secretario General la información necesaria para determinar si la enmienda ha entrado en vigor.

2) Cualquier Parte Contratante o cualquier territorio dependiente que sea Miembro o integrante de un grupo Miembro, en nombre del cual no se haya enviado una notificación de aceptación de una enmienda para la fecha en que tal enmienda entre en vigor, dejará de participar en el Convenio desde esa fecha.

Artículo 74

Notificaciones del Secretario General

El Secretario General de las Naciones Unidas notificará a todos los gobiernos representados por delegados u observadores en la Conferencia de las Naciones Unidas sobre el Café, 1962, y a todos los demás gobiernos de los Estados Miembros de las Naciones Unidas o de cualquiera de sus organismos especializados, todo depósito de instrumentos de aceptación, ratificación o adhesión y la fecha en que el Convenio entrará en vigor provisional y definitivamente. El Secretario General de las Naciones Unidas también comunicará a todas las Partes Contratantes cualquier notificación en virtud de los artículos 5, 67, 68 ó 69; la fecha en que el Convenio se considerará prorrogado o terminado en virtud del artículo 71, y la fecha en que una enmienda entrará en vigor en virtud del artículo 73.

EN FE DE LO CUAL, los infrascritos, debidamente autorizados a este efecto por sus respectivos gobiernos, han firmado este Convenio en las fechas que figuran junto a sus firmas.

Los textos en español, francés, inglés, portugués y ruso del presente Convenio son igualmente auténticos, quedando los originales depositados en los archivos de las Naciones Unidas. El Secretario General de las Naciones Unidas transmitirá copias certificadas de los mismos a cada gobierno signatario o que se adhiera al Convenio.

CONFERENCIA DAS NAÇÕES UNIDAS SOBRE O CAFE, 1962**CONVENIO INTERNACIONAL DO CAFE****1962****NAÇÕES UNIDAS****1963**

CONVÉNIO INTERNACIONAL DO CAFÉ, 1962

Preâmbulo

Os Governos signatários dêste Convênio,

Reconhecendo a excepcional importância do café para as economias de muitos países que dependem consideravelmente dêste produto para a obtenção de divisas e, consequentemente, para a continuação de seus programas de desenvolvimento econômico e social;

Considerando que uma estreita cooperação internacional na comercialização do café estimulará a diversificação econômica e o desenvolvimento dos países produtores de café, contribuindo assim para o fortalecimento dos vínculos políticos e econômicos entre produtores e consumidores;

Tendo motivos para esperar uma tendência persistente de desequilíbrio entre a produção e o consumo, para a acumulação de onerosos estoques e sensíveis flutuações de preços, que podem ser prejudiciais tanto aos produtores quanto aos consumidores; e

Crendo que, na falta de medidas internacionais, esta situação não pode ser corrigida pelas forças normais do mercado,

Concordam com o seguinte:

CAPÍTULO I - OBJETIVOS

Artigo 1

Objetivos

Os objetivos do Convênio são:

(1) alcançar um equilíbrio razoável entre a oferta e a procura em bases que assegurem, a preços equitativos, fornecimentos adequados de café aos consumidores e mercados para os produtores, e que resultem no equilíbrio duradouro entre a produção e o consumo;

(2) minorar as sérias dificuldades causadas por onerosos excedentes e excessivas flutuações nos preços de café, prejudiciais aos interesses tanto dos produtores quanto dos consumidores;

(3) contribuir para o desenvolvimento dos recursos produtivos e para a promoção e manutenção dos níveis de emprêgo e de renda nos países Membros, possibilitando, desse modo, salários justos, padrões de vida mais elevados e melhores condições de trabalho;

(4) ajudar a elevar o poder aquisitivo dos países produtores de café pela manutenção dos preços em níveis equitativos e pelo incremento do consumo;

- (5) estimular o consumo do café por todos os meios possíveis; e,
(6) em geral, reconhecendo a relação entre o comércio do café e a estabilidade econômica dos mercados para produtos industriais, incentivar a cooperação internacional com respeito aos problemas mundiais do café.

CAPÍTULO II - DEFINIÇÕES

Artigo 2

Definições

Para os fins do Convênio:

- (1) "Café" significa o grão e a cereja do cafeiro, seja em pergaminho, verde ou torrado, e inclui café moído, descafeinado, líquido e solúvel. Estes termos terão o seguinte significado:

- (a) "café verde" significa o grão antes de ser torrado;
 - (b) "cereja do café" significa a fruta completa do cafeiro; obtém-se o equivalente da cereja do café em café verde multiplicando-se o peso líquido da cereja desidratada do café por 0,50;
 - (c) "café em pergaminho" significa o grão do café verde envolvido pelo pergaminho; obtém-se o equivalente do café em pergaminho em café verde multiplicando-se o peso líquido do café em pergaminho por 0,80;
 - (d) "café torrado" significa o café verde torrado e inclui o café moído; obtém-se o equivalente do café torrado em café verde multiplicando-se o peso líquido do café torrado por 1,19;
 - (e) "café descafeinado" significa o café verde, torrado ou solúvel do qual se tenha extraído a cafeína; obtém-se o equivalente do café descafeinado em café verde multiplicando-se o peso líquido do café verde, torrado ou solúvel descafeinado respectivamente por 1,00, 1,19 ou 3,00;
 - (f) "café líquido" significa as partículas sólidas, solúveis em água, obtidas do café torrado e postas em forma líquida; obtém-se o equivalente do café líquido em café verde multiplicando-se o peso líquido das partículas sólidas desidratadas, contidas no café líquido, por 3,00;
 - (g) "café solúvel" significa as partículas sólidas, desidratadas, solúveis em água, obtidas do café torrado; obtém-se o equivalente do café solúvel em café verde multiplicando-se o peso líquido do café solúvel por 3,00;
- (2) "Saca" significa 60 quilos ou 132,276 libras de café verde; "tonelada" significa uma tonelada métrica de 1000 quilos, ou 2204,6 libras; e "libra" significa 453,597 gramas;

3) "Ano cafeeiro" significa o período de um ano, de 1 de outubro a 30 de setembro; e "primeiro ano cafeeiro" significa o ano cafeeiro que se inicia em 1 de outubro de 1962.

4) "Exportação de café" significa, excetuado o disposto no Artigo 38, qualquer embarque de café que deixe o território do país em que tal café foi produzido.

5) "Organização", "Conselho" e "Junta" significam, respectivamente, a Organização Internacional do Café, o Conselho Internacional do Café e a Junta Executiva, criados pelo Artigo 7 do Convênio.

6) "Membro" significa uma Parte Contratante, um território dependente ou territórios com respeito aos quais se tenha feito declaração de Participação separada, de acordo com o Artigo 4; ou duas ou mais Partes Contratantes ou territórios dependentes, ou ambos, que participem na Organização como Membro-grupo, de acordo com os Artigos 5 ou 6.

7) "Membro exportador" ou "País exportador" significa um Membro ou País, respectivamente, que seja um exportador líquido de café, isto é, cujas exportações excedam as importações.

8) "Membro importador" ou "País importador" significa um Membro ou País, respectivamente, que seja importador líquido de café, isto é, cujas importações excedam as exportações.

9) "Membro produtor" ou "País produtor" significa um Membro ou País, respectivamente, que produza café em quantidades comercialmente significativas.

10) "Maioria distribuída simples dos votos" significa a maioria dos votos emitidos pelos Membros exportadores presentes e que participem na votação, e a maioria dos votos emitidos pelos Membros importadores presentes e que participem na votação, contados separadamente.

11) "Maioria distribuída de dois terços dos votos" significa a maioria de dois terços dos votos emitidos pelos Membros exportadores presentes e que participem na votação, e a maioria de dois terços dos votos emitidos pelos Membros importadores presentes e que participem na votação, contados separadamente.

12) "Entrada em vigor" significa, exceto onde o contexto o exija de modo diferente, a data na qual o Convênio pela primeira vez entrar em vigor, seja provisória ou definitivamente.

CAPITULO III - MEMBROS**Artigo 3****Membros da Organização**

Cada Parte Contratante, juntamente com aquelas de seus territórios dependentes aos quais se aplica o Convênio, segundo o parágrafo (1) do Artigo 67, constituirá um único Membro da Organização, exceto quando estipulado em contrário, de acordo com os Artigos 4, 5 ou 6.

Artigo 4**Participação Separada com Relação a Territórios Dependentes**

Uma Parte Contratante que seja um importador líquido de café poderá, a qualquer tempo, mediante notificação apropriada de acordo com o parágrafo (2) do Artigo 67, declarar que participa na Organização separadamente com relação a quaisquer de seus territórios dependentes, por ela designados, que sejam exportadores líquidos de café. Em tal caso, o território metropolitano e os territórios dependentes não-designados constituirão um único Membro, e os territórios dependentes por ela designados terão participação separada como Membros, seja individual ou coletivamente, conforme fôr indicado na notificação.

Artigo 5**Participação em Grupo Quando da Entrada Para a Organização**

(1) Duas ou mais Partes Contratantes que sejam exportadores líquidos de café poderão, mediante notificação apropriada ao Secretário-Geral das Nações Unidas, a tempo do depósito dos respectivos instrumentos de ratificação ou adesão, e ao Conselho em sua primeira sessão, declarar que entram para a Organização como um Membro-grupo. Um território dependente, ao qual se aplique o Convênio segundo o parágrafo (1) do Artigo 67, poderá fazer parte de tal Membro-grupo, se o Governo do Estado responsável por suas relações internacionais houver feito notificação nesse sentido, de acordo com o parágrafo (2) do Artigo 67. Tais Partes Contratantes e territórios dependentes deverão satisfazer as seguintes condições:

- (a) deverão declarar que estão dispostos a se responsabilizar pelas obrigações do grupo, seja em sua capacidade individual, seja como partes do grupo;
- (b) deverão subsequentemente apresentar ao Conselho prova suficiente de que o grupo tem a organização necessária para implementar uma política cafeeira comum, e de que dispõem dos meios para cumprir, juntamente com as outras partes do grupo, com suas obrigações dentro do Convênio; •

- (c) deverão subsequentemente apresentar prova ao Conselho de que:
- (i) foram reconhecidos como grupo num acordo internacional de café precente; ou
 - (ii) têm:
 - (a) uma política comercial e econômica comum ou coordenada com respeito ao café, e
 - (b) uma política financeira e monetária coordenada, bem como os órgãos necessários para executar tal política, de modo que o Conselho considere que o Membro-grupo possui as qualidades necessárias de conjunto e pode cumprir as obrigações coletivas pertinentes.

(2) O Membro-grupo constituirá um Membro único da Organização, porém cada parte do grupo será tratada como se fosse um único Membro com respeito a todos os assuntos concernentes às seguintes disposições:

- (a) Capítulos XI e XII; e
- (b) Artigos 10, 11 e 19 do Capítulo IV; e
- (c) Artigo 70 do Capítulo XIX.

(3) As Partes Contratantes e territórios dependentes que entrem como Membro-grupo deverão especificar qual o Governo ou organização que os representará no Conselho com respeito a todos os assuntos concernentes ao Convênio, exceto os especificados no parágrafo (2) deste Artigo.

(4) Os direitos de voto do Membro-grupo serão os seguintes:

- (a) o Membro-grupo terá o mesmo número de votos básicos a que tem direito um único Membro que participe na Organização em capacidade individual. Estes votos básicos serão atribuídos ao Governo ou organização que representa o grupo, e por esse Governo ou Organização serão exercidos.
- (b) no caso de uma votação sobre qualquer assunto relativo às disposições especificadas no parágrafo (2) deste Artigo, as partes do Membro-grupo poderão exercer separadamente os votos a elas atribuídos segundo as disposições do parágrafo (3) do Artigo 12, como se cada parte do grupo fosse um Membro individual da Organização, exceto no que se refere aos votos básicos, os quais continuarão atribuíveis unicamente ao Governo ou organização que represente o grupo.

(5) Qualquer Parte Contratante ou território dependente que faça parte de um Membro-grupo poderá, mediante notificação ao Conselho, retirar-se desse grupo e tornar-se um Membro individual. Tal retirada será válida a partir do momento em que o Conselho houver recebido a notificação. Em caso de retirada de uma Parte Contratante de um grupo, ou caso uma parte de um grupo deixe de sê-lo por se ter retirado da Organização ou

por qualquer outro motivo, as partes restantes do grupo poderão requerer ao Conselho que permaneçam em grupo, e o grupo continuará a existir, a menos que o Conselho não aprove tal requerimento. Se o Membro-grupo fôr dissolvido, cada uma das partes do grupo tornar-se-á um Membro individual. Um Membro que houver deixado de ser parte de um grupo não mais poderá, durante a vigência do Convênio, fazer parte de um grupo.

Artigo 6

Participação Subseqüente em Grupo

Dois ou mais Membros exportadores poderão, a qualquer tempo após o Convênio ter entrado em vigor com relação a tais Membros, requerer ao Conselho que sejam reconhecidos como um Membro-grupo. O Conselho aprovará o requerimento se considerar que a declaração feita pelos Membros e as provas por êles apresentadas satisfazem os requisitos do parágrafo (1) do Artigo 5. Imediatamente após a aprovação, o Membro-grupo estará sujeito ao disposto nos parágrafos (2), (3), (4) e (5) daquele Artigo.

CAPÍTULO IV - ORGANIZAÇÃO E ADMINISTRAÇÃO

Artigo 7

Criação, Sede e Estrutura da Organização Internacional do Café

- (1) Fica criada a Organização Internacional do Café, encarregada de executar as disposições do Convênio e fiscalizar seu funcionamento.
- (2) A sede da Organização será em Londres.
- (3) A Organização funcionará por intermédio do Conselho Internacional do Café, de sua Junta Executiva, de seu Diretor Executivo e de seu pessoal.

Artigo 8

Composição do Conselho Internacional do Café

- (1) A autoridade suprema da Organização será o Conselho Internacional do Café, o qual consistirá de todos os Membros da Organização.
- (2) Cada Membro será representado no Conselho por um representante e um ou mais suplentes. Um Membro poderá igualmente designar um ou mais assessores para acompanhar seu representante ou suplentes.

Artigo 9

Poderes e Funções do Conselho

(1) O Conselho será investido de todos os poderes especificamente criados pelo Convénio, e terá os poderes e exercerá as funções necessárias para executar as disposições do Convénio.

(2) O Conselho, por maioria distribuída de dois terços dos votos, estabelecerá as regras e regulamentos, inclusive seu próprio regimento e os regulamentos financeiros e de pessoal da Organização, necessários à execução do Convénio e conformes com o mesmo. Em seu regimento, o Conselho poderá estabelecer um processo pelo qual possa, sem se reunir, decidir sobre questões específicas.

(3) O Conselho deverá também manter os registros que julgar necessários ao desempenho de suas funções dentro do Convénio e outros registros que considerar desejáveis, e publicará um relatório anual.

Artigo 10

Eleição do Presidente e dos Vice-Presidentes do Conselho

para cada ano efeitos de
 (1) O Conselho elegerá, ~~pelo período de um ano-cafeeiro~~, um Presidente e um primeiro, segundo e terceiro Vice-Presidentes.

(2) Como regra geral, o Presidente e o primeiro Vice-Presidente deverão ser ambos eleitos dentre os representantes dos Membros exportadores ou dentre os representantes dos Membros importadores, e o segundo e o terceiro Vice-Presidentes serão eleitos dentre os representantes da outra categoria de Membros. As duas categorias dever-se-ão alternar nestes cargos em cada ano cafeeiro.

(3) Nem o Presidente, nem qualquer Vice-Presidente agindo na qualidade de Presidente, terá direito a voto. Nesse caso, seu suplente exercerá os direitos de voto do Membro.

Artigo 11

Sessões do Conselho

Como regra geral, o Conselho reunir-se-á regularmente duas vezes por ano. Poderá realizar sessões especiais se assim o decidir, ou se assim for solicitado seja pela Junta Executiva, seja por cinco Membros ou um Membro ou Membros que tenham pelo menos 200 votos. As sessões serão convocadas com uma antecedência de pelo menos 30 dias, exceto em casos de emergência. As sessões serão realizadas na sede da Organização, a menos que o Conselho decida de modo diferente.

Artigo 12

Votos

(1) Os Membros exportadores terão conjuntamente 1.000 votos e os Membros importadores terão conjuntamente 1.000 votos, distribuídos dentro de cada categoria de Membros — isto é, Membros exportadores e importadores, respectivamente — tal como estipulam os parágrafos seguintes dêste Artigo.

(2) Cada Membro terá cinco votos básicos, desde que o número total de votos básicos dentro de cada categoria não exceda 150. Caso haja mais de 30 Membros exportadores ou mais de 30 Membros importadores, o número de votos básicos de cada Membro dentro dessa categoria de Membros será ajustado, de modo a manter o total de votos básicos para cada categoria de Membros dentro do limite de 150.

(3) Os votos restantes dos Membros exportadores serão divididos entre êstes Membros proporcionalmente a suas quotas básicas de exportação; todavia, em caso de uma votação sobre qualquer matéria referente às disposições estipuladas no parágrafo (2) do Artigo 5, os votos restantes de um Membro-grupo serão divididos entre as partes desse grupo proporcionalmente à sua participação respectiva na quota básica de exportação do Membro-grupo.

(4) Os votos restantes dos Membros importadores serão divididos entre êstes Membros proporcionalmente ao volume médio de suas respectivas importações de café no triângulo precedente.

(5) A distribuição dos votos será feita pelo Conselho no início de cada ano cafeiro, e permanecerá em vigor durante esse ano, exceto nos casos previstos no parágrafo (6) dêste Artigo.

(6) O Conselho efetuará a redistribuição de acordo com êste Artigo, sempre que houver uma modificação no número de Membros que participam na Organização ou se os direitos de voto de um Membro fôrem suspensos ou devolvidos, segundo o disposto nos Artigos 25, 45 ou 61.

(7) Nenhum Membro terá mais de 400 votos.

(8) Não haverá voto fracionário.

Artigo 13

Sistema de Votação no Conselho

(1) Cada representante terá direito a emitir o número de votos atribuídos ao Membro por ele representado, e não poderá dividir os seus votos. Poderá, entretanto, emitir aqueles votos que exercer de acordo com o parágrafo (2) dêste Artigo de modo diferente de seus próprios votos.

(2) Um Membro exportador poderá autorizar outro Membro exportador, e um Membro importador poderá autorizar outro Membro importador, a representar seus interesses e exercer seu direito de voto em qualquer reunião ou reuniões do Conselho. A limitação estipulada no parágrafo (7) do Artigo 12 não se aplicará nesse caso.

Artigo 14

Decisões do Conselho

(1) Todas as decisões do Conselho serão tomadas, e todas as recomendações serão feitas, por maioria distribuída simples dos votos, a menos que estipulado em contrário no Convênio.

(2) Aplicar-se-á o seguinte processo com respeito a qualquer ação do Conselho que, segundo o Convênio, exija a maioria distribuída de dois terços dos votos:

- (a) se a maioria distribuída de dois terços dos votos não for obtida por causa do voto negativo de três ou menos Membros exportadores ou três ou menos Membros importadores, a proposta será posta em votação novamente dentro de 48 horas, desde que o Conselho assim o decida pela maioria dos Membros presentes e por maioria distribuída simples dos votos.
- (b) se a maioria distribuída de dois terços dos votos não for novamente obtida por causa do voto negativo de dois ou um Membros exportadores ou dois ou um Membros importadores, a proposta será posta em votação novamente dentro de 24 horas, desde que o Conselho assim o decida pela maioria dos Membros presentes e por maioria distribuída simples dos votos.
- (c) se a maioria distribuída de dois terços dos votos não for novamente obtida na terceira votação por causa do voto negativo de um Membro exportador ou um Membro importador, a proposta será considerada como adotada.
- (d) se o Conselho deixar de encaminhar a proposta a votações ulteriores, a proposta será considerada como rejeitada.

(3) Os Membros comprometem-se a aceitar como obrigatórias todas as decisões do Conselho de acordo com as disposições do Convênio.

Artigo 15

Composição da Junta

(1) A Junta Executiva será composta por sete Membros exportadores e sete Membros importadores, eleitos para cada ano cafeeiro de acordo com o Artigo 16. Os Membros podem ser reeleitos.

(2) Cada membro da Junta designará um representante e um ou mais suplentes.

(3) O Presidente da Junta será designado pelo Conselho para cada ano cafeeiro e pode ser designado novamente. O Presidente não terá direito a voto. Se um representante fôr designado Presidente, seu suplente terá o direito de votar em seu lugar.

(4) A Junta reunir-se-á normalmente na sede da Organização, mas pode reunir-se alhures.

Artigo 16

Eleição da Junta

(1) Os Membros exportadores e importadores da Junta serão eleitos pelo Conselho respectivamente pelos Membros exportadores e importadores da Organização. A eleição dentro de cada categoria será feita de acordo com os parágrafos seguintes dêste Artigo.

(2) Cada Membro emitirá todos os votos a que tem direito, segundo o Artigo 12, em favor de um único candidato. Um Membro pode emitir em favor de outro candidato os votos que estiver exercendo de acordo com o parágrafo (2) do Artigo 13.

(3) Os sete candidatos que receberem o maior número de votos serão eleitos; no entretanto, nenhum candidato será eleito na primeira votação a menos que receba um mínimo de 75 votos.

(4) Se, de acordo com o disposto no parágrafo (3) dêste Artigo, menos de sete candidatos fôrem eleitos na primeira votação, serão realizadas votações ulteriores, das quais só participarão os Membros que não houverem votado por nenhum dos candidatos eleitos. Em cada votação ulterior, o número mínimo de votos necessários para a eleição será sucessivamente diminuído por cinco, até que todos os sete candidatos tenham sido eleitos.

(5) Um Membro que não houver votado por nenhum dos Membros eleitos deverá atribuir seus votos a um deles, respeitado o disposto nos parágrafos (6) e (7) dêste Artigo.

(6) Um Membro será o considerado como tendo recebido o número de votos originariamente emitidos em seu favor quando foi eleito, e, adicionalmente, o número de votos a ele atribuídos, desde que o número total de votos não exceda 499 para nenhum Membro eleito.

7) Se os votos considerados recebidos por um Membro eleito ultrapassarem 499, os Membros que votaram em seu favor ou que a êle atribuíram seus votos deverão decidir entre si no sentido de que um ou mais dêles retirem os votos dados a esse Membro e os atribuam ou re-atribuam a outro Membro eleito, de modo que os votos recebidos por cada Membro eleito não excedam o limite de 499.

Artigo 17

Competência da Junta

(1) A Junta será responsável perante o Conselho e trabalhará segundo diretrizes gerais traçadas pelo mesmo.

(2) O Conselho poderá, por maioria distribuída simples dos votos, delegar à Junta o exercício de qualquer ou de todos os seus poderes, com exceção dos seguintes:

- (a) distribuição anual de votos, de acordo com o parágrafo (5) do Artigo 12;
- (b) aprovação do orçamento administrativo e fixação das contribuições, de acordo com o Artigo 24;
- (c) determinação das quotas de acordo com as disposições do Convênio;
- (d) imposição de medidas punitivas cuja aplicação não seja automática;
- (e) suspensão dos direitos de voto de um Membro, de acordo com os Artigos 45 ou 61;
- (f) determinação das metas de produção mundial e das metas de produção de cada país, de acordo com o Artigo 48;
- (g) estabelecimento das diretrizes relativas aos estoques, de acordo com o Artigo 51;
- (h) exoneração das obrigações de um Membro, de acordo com o Artigo 60;
- (i) decisão dos litígios, de acordo com o Artigo 61;
- (j) estabelecimento das condições para a adesão, de acordo com o Artigo 65;
- (k) decisão para solicitar a retirada de um Membro, de acordo com o Artigo 69;
- (l) prorrogação ou terminação do Convênio, de acordo com o Artigo 71; •
- (m) recomendação de emendas, aos Membros, de acordo com o Artigo 73.

(3) O Conselho poderá a qualquer tempo revogar, por maioria distribuída simples dos votos, qualquer delegação de poderes que houver feito à Junta.

Artigo 18

Sistema de Votação na Junta

(1) Cada membro da Junta terá direito a emitir o número de votos por ele recebidos segundo o disposto nos parágrafos (6) e (7) do Artigo 16. Não será permitido o voto por procuração. Um membro não poderá dividir seus votos.

(2) Qualquer decisão tomada pela Junta exigirá a mesma maioria que seria exigida se fosse tomada pelo Conselho.

Artigo 19

Quorum para o Conselho e para a Junta

(1) O quorum para qualquer reunião do Conselho consistirá da maioria dos Membros que representem a maioria distribuída de dois terços do total dos votos. Se não houver quorum no dia marcado para o início de qualquer sessão do Conselho, ou se durante uma sessão do Conselho não houver quorum em três reuniões sucessivas, o Conselho será convocado para sete dias mais tarde; então, e por todo o restante dessa sessão, o quorum consistirá da maioria dos Membros que representem a maioria distribuída simples do total dos votos. A representação por procuração, segundo o parágrafo (2) do Artigo 13, será considerada como uma presença.

(2) O quorum para qualquer reunião da Junta consistirá da maioria dos membros que representem a maioria distribuída de dois terços do total dos votos.

Artigo 20

Diretor Executivo e Pessoal

(1) O Conselho designará o Diretor Executivo segundo recomendação da Junta.

As condições de nomeação do Diretor Executivo serão estabelecidas pelo Conselho e deverão ser comparáveis às que se aplicam a funcionários de nível correspondente em organizações intergovernamentais similares.

(2) O Diretor Executivo será o principal funcionário administrativo da Organização e será responsável pelo cumprimento de qualquer dos deveres a ele atribuídos na administração do Convênio.

(3) O Diretor Executivo nomeará o pessoal de acordo com regulamentos estabelecidos pelo Conselho.

(4) Nem o Diretor Executivo nem qualquer membro do pessoal deverá ter qualquer interesse financeiro na indústria, no comércio ou no transporte do café.

(5) No exercício de seus deveres, o Diretor Executivo e o pessoal não pedirão ou receberão instruções de qualquer Membro ou de qualquer autoridade estranha à Organização. Deverão abster-se de qualquer ação que se possa refletir em suas posições de funcionários internacionais, responsáveis unicamente perante a Organização. Cada Membro se compromete a respeitar o caráter exclusivamente internacional das responsabilidades do Diretor Executivo e do pessoal, e a não procurar influenciá-los no desempenho de suas responsabilidades.

Artigo 21

Cooperação com outras Organizações

O Conselho poderá tomar quaisquer providências que julgue aconselháveis para a realização de consultas e para a cooperação com as Nações Unidas e suas agências especializadas, bem como outras organizações intergovernamentais pertinentes. O Conselho poderá convidar essas organizações e quaisquer outras relacionadas com o café a enviarem observadores a suas reuniões.

CAPÍTULO V - PRIVILÉGIOS E IMUNIDADES

Artigo 22

Privilégiros e Imunidades

(1) A Organização terá no território de cada Membro, na medida em que o permitam as leis dâste, a capacidade jurídica necessária para o exercício de suas funções dentro do Convênio.

(2) O Governo do Reino Unido da Grã-Bretanha e Irlanda do Norte concederá isenção de impostos sobre os salários pagos pela Organização a seus empregados, ^{podendo} ~~excluindo~~ ^{excluindo} os nacionais do país. Concederá também isenção de impostos sobre os bens, receita e outras propriedades da Organização. *CHM*

CAPÍTULO VI - FINANÇAS

Artigo 23

Finanças

(1) As despesas das delegações junto ao Conselho, dos representantes na Junta

e dos representantes em qualquer dos comitês do Conselho ou da Junta serão cobertas pelos seus respectivos Governos.

(2) As outras despesas necessárias à administração do Convênio serão cobertas por contribuições anuais dos Membros, fixadas de acordo com o Artigo 24.

(3) O ano financeiro da Organização será o mesmo que o ano cafeeiro.

Artigo 24

Determinação do Orçamento e Fixação de Contribuições

(1) Durante o segundo semestre de cada ano financeiro, o Conselho aprovará o orçamento administrativo da Organização para o ano financeiro seguinte e fixará a contribuição de cada Membro para esse orçamento.

(2) A contribuição de cada Membro para o orçamento relativo a cada ano financeiro guardará a mesma proporção que existe, no momento em que o orçamento é aprovado para aquele ano financeiro, entre os votos desse Membro e o total dos votos de todos os Membros. Todavia, se no início do ano financeiro para o qual foram fixadas as contribuições houver alguma modificação na distribuição de votos entre os Membros, de acordo com o disposto no parágrafo (5) do Artigo 12, tais contribuições serão ajustadas de modo correspondente para esse ano. Ao serem fixadas as contribuições, os votos de cada Membro serão contados sem se tomar em consideração a suspensão dos direitos de voto de um Membro ou a redistribuição de votos que resultaria dessa suspensão.

(3) A contribuição inicial de um Membro que entre para a Organização depois de se achar em vigência o Convênio será fixada pelo Conselho com base no número de votos a que tal Membro terá direito e no período restante do ano financeiro em curso, mas não serão alteradas as contribuições fixadas para os outros Membros, relativas ao ano financeiro em curso.

(4) Se o Convênio entrar em vigor mais de oito meses antes do início do primeiro ano financeiro completo da Organização, o Conselho aprovará, em sua primeira sessão, um orçamento administrativo que cubra apenas o período que falta para se atingir o início do primeiro ano financeiro completo. Em caso contrário, o primeiro orçamento administrativo cobrirá tanto o período inicial quanto o primeiro ano financeiro completo.

Artigo 25

Pagamento das Contribuições

(1) As contribuições para o orçamento administrativo de cada ano financeiro serão

pagas em moeda livremente conversível, e são devidas no primeiro dia do respectivo ano financeiro.

(2) Se um Membro não pagar sua contribuição completa para o orçamento administrativo dentro de seis meses a contar da data em que tal contribuição é devida, tanto seus direitos de voto no Conselho quanto o direito de ter seus votos emitidos na Junta serão suspensos, até que tal contribuição seja paga. Todavia, a menos que o Conselho assim o decida por maioria distribuída de dois terços dos votos, tal Membro não será privado de nenhum outro direito, nem dispensado de suas obrigações dentro do Convênio.

(3) Um Membro cujos direitos de voto tenham sido suspensos de acordo com o parágrafo (2) dêste Artigo ou com os Artigos 45 e 61 permanecerá, no entanto, responsável pelo pagamento de sua contribuição.

Artigo 26

Contabilidade e Publicação do Balanço

O Conselho aprovará e publicará um balanço das receitas e despesas da Organização durante cada ano financeiro, balanço esse que será autenticado por contadores independentes e deverá ser apresentado ao Conselho tão cedo quanto possível após o encerramento de cada ano financeiro.

CAPÍTULO VII – REGULAMENTAÇÃO DAS EXPORTAÇÕES

Artigo 27

Compromissos Gerais dos Membros

(1) Os Membros comprometem-se a conduzir suas políticas comerciais de tal forma que os objetivos fixados no Artigo 1 e, em particular, no parágrafo (4) dêste Artigo possam ser alcançados. Concordam que o Convênio deve funcionar de modo a que a renda real derivada da exportação de café possa ser progressivamente elevada, satisfazendo assim as necessidades de divisas estrangeiras dos Membros exportadores para a realização de seus programas de desenvolvimento econômico e social.

(2) Para atingir tais objetivos através da fixação de quotas, tal como previsto neste Capítulo, e pela execução das demais disposições do Convênio, os Membros concordam sobre a necessidade de assegurar que o nível geral de preços do café não decline além do nível geral de tais preços em 1962.

(3) Os Membros concordam ademais que é desejável assegurar aos consumidores preços que sejam equitativos e que não prejudiquem o desejável incremento do consumo.

Artigo 28**Quotas Básicas de Exportação**

(1) Para os três primeiros anos cafeeiros, começando em 1 de outubro de 1962, os países exportadores relacionados no Anexo A terão as quotas básicas de exportação especificadas naquele Anexo.

(2) Durante os seis últimos meses do ano cafeeiro que termina em 30 de setembro de 1965, o Conselho reverá as quotas básicas de exportação especificadas no Anexo A, de modo a ajustá-las às condições gerais do mercado. O Conselho poderá, então, por maioria distribuída de dois terços dos votos, revisar tais quotas; caso não sejam então revisadas, as quotas básicas de exportação especificadas no Anexo A permanecerão em vigor.

Artigo 29**Quotas de Um Membro-Grupo**

Quando dois ou mais países relacionados no Anexo A formarem um Membro-grupo, de acordo com o Artigo 5, as quotas básicas de exportação desses países, tal como fixadas no Anexo A, serão adicionadas e o total resultante será tratado como uma única quota para os fins deste Capítulo.

Artigo 30**Fixação das Quotas Anuais de Exportação**

(1) Pelo menos 30 dias antes do início de cada ano cafeeiro, o Conselho adotará, por maioria de dois terços dos votos, uma estimativa do total das importações mundiais para o ano cafeeiro seguinte e uma estimativa das exportações prováveis dos países não membros.

(2) À luz dessas estimativas, o Conselho fixará imediatamente quotas anuais de exportação, as quais deverão ser, para todos os Membros exportadores, a mesma percentagem das quotas básicas de exportação especificadas no Anexo A. Para o primeiro ano cafeeiro, essa percentagem é fixada em 99, sujeita ao disposto no Artigo 32.

Artigo 31**Fixação das Quotas Trimestrais de Exportação**

(1) Imediatamente após a fixação das quotas anuais de exportação, o Conselho

fixará quotas trimestrais de exportação para cada Membro exportador, com o propósito de manter, ao longo de todo o ano cafeeiro, a oferta em razóável equilíbrio com a procura estimada.

(2) Essas quotas serão, tanto quanto possível, 25 por cento da quota anual de exportação de cada Membro durante o ano cafeeiro. Nenhum Membro poderá exportar mais que 30 por cento no primeiro trimestre, 60 por cento nos dois primeiros trimestres e 80 por cento nos três primeiros trimestres do ano cafeeiro. Se as exportações de um Membro em um trimestre forem inferiores à sua quota para tal trimestre, o saldo será adicionado à sua quota para o trimestre seguinte dêsse ano cafeeiro.

Artigo 32

Ajustes das Quotas Anuais de Exportação

Se as condições do mercado assim o exigirem, o Conselho poderá rever o quadro-de-
quotas e poderá modificar a percentagem das quotas básicas de exportação fixadas de
acordo com o parágrafo (2) do Artigo 30. Ao fazê-lo, o Conselho deverá tomar em consi-
deração a probabilidade de que um Membro não tenha café suficiente para preencher sua
quota anual de exportação.

Artigo 33

Notificação de Insuficiências

(1) Os Membros exportadores comprometem-se a notificar ao Conselho, ao fim do oitavo mês do ano cafeeiro e posteriormente quando o Conselho assim o solicitar, se têm disponibilidades suficientes de café para preencher o total de suas quotas de exportação para esse ano.

(2) O Conselho deverá tomar em consideração tais notificações ao determinar se deve ou não ajustar o nível das quotas de exportação de acordo com o Artigo 32.

Artigo 34

Ajuste das Quotas Trimestrais de Exportação

(1) O Conselho, nas circunstâncias descritas neste Artigo, poderá modificar as quotas trimestrais de exportação estabelecidas para cada Membro de acordo com o parágrafo (1) do Artigo 31.

(2) Se o Conselho modificar as quotas anuais de exportação, tal como previsto no

(1) Artigo 32, as alterações feitas na quota anual deverão refletir-se nas quotas do trimestre em curso e dos trimestres restantes, ou apenas dos trimestres restantes, do ano cafeeiro.

(3) Além do ajuste previsto no parágrafo anterior, o Conselho poderá, se julgar que a situação do mercado assim o exige, fazer ajustes entre as quotas do trimestre em curso e dos trimestres restantes do mesmo ano cafeeiro, sem, entretanto, alterar as quotas anuais de exportação.

(4) Se, devido a circunstâncias excepcionais, um Membro exportador julgar que as limitações estipuladas no parágrafo (2) do Artigo 31 poderiam causar sérios prejuízos à sua economia, o Conselho poderá, a pedido do Membro em preço, tomar medidas apropriadas, de acordo com o Artigo 60. O Membro em questão deverá apresentar provas dos prejuízos e fornecer garantias adequadas para a manutenção da estabilidade dos preços. O Conselho, entretanto, não poderá em caso algum autorizar um Membro a exportar mais de 35 por cento da sua quota anual de exportação no primeiro trimestre, 65 por cento nos dois primeiros trimestres e 85 por cento nos três primeiros trimestres do ano cafeeiro.

(5) Todos os Membros reconhecem que elevações ou quedas acentuadas de preços ocorridas dentro de períodos reduzidos podem afetar indevidamente as tendências básicas dos preços, causar sérias apreensões, tanto a produtores como a consumidores, e comprometer a consecução dos objetivos do Convênio. Assim, se tais movimentos do nível geral dos preços ocorrerem dentro de períodos reduzidos, os Membros poderão solicitar uma reunião do Conselho para que o mesmo, por maioria distribuída simples de votos, faça uma revisão do nível total da quota trimestral em vigor.

(6) Se o Conselho considerar que um brusco e incomum aumento ou declínio do nível geral dos preços é devido a manipulações artificiais do mercado do café através de arranjos entre importadores ou entre exportadores, ou entre ambos, o Conselho decidirá, por maioria simples de votos, quais medidas corretivas deverão ser aplicadas para reajustar o nível total da quotas trimestrais de exportação em vigor.

Artigo 35

Processo para o Ajuste das Quotas de Exportação

(1) As quotas anuais de exportação serão fixadas e ajustadas mediante alteração, na mesma percentagem, da quota básica de exportação de cada Membro.

(2) As alterações gerais em todas as quotas trimestrais de exportação, feitas de acordo com os parágrafos (2), (3), (5) e (6) do Artigo 34, serão aplicadas pro rata às quotas trimestrais de exportação de cada Membro, segundo normas adequadas estabelecidas

pelo Conselho. Tais normas tomarão em consideração as diferentes percentagens das quotas anuais de exportação que os vários Membros tiverem exportado ou tenham direito a exportar em cada trimestre do ano cafeeiro.

(3) Todas as decisões do Conselho relativas à fixação e ao ajuste das quotas anuais e trimestrais de exportação, segundo o disposto nos Artigos 30, 31, 32 e 34, serão tomadas, a menos que estipulado de outro modo, por maioria distribuída de dois terços dos votos.

Artigo 36

Observância das Quotas de Exportação

(1) Os Membros exportadores sujeitos a quotas deverão adotar medidas que assegurem a inteira observância de todas as disposições do Convênio relativas a quotas. O Conselho poderá solicitar a êsses Membros que adotem medidas adicionais para o efetivo cumprimento do sistema de quotas estabelecido pelo Convênio.

(2) Os Membros exportadores não poderão exceder as quotas anuais e trimestrais que lhes forem adjudicadas.

(3) Se um Membro exportador exceder sua quota em qualquer trimestre, o Conselho deduzirá de uma ou mais de suas futuras quotas uma quantidade igual àquele excesso.

(4) Se um Membro exportador exceder sua quota trimestral pela segunda vez durante a vigência do Convênio, o Conselho deduzirá de uma ou mais de suas futuras quotas uma quantidade igual ao dobro daquele excesso.

(5) Se um Membro exportador por três ou mais vezes exceder sua quota trimestral durante a vigência do Convênio, o Conselho fará a mesma dedução prevista no parágrafo (4) deste Artigo, e poderá também, de acordo com o Artigo 69, solicitar a retirada de tal Membro da Organização.

(6) As deduções feitas às quotas, tal como previstas nos parágrafos (3), (4), e (5) deste Artigo, deverão ser executadas pelo Conselho tão pronto receba as informações pertinentes.

Artigo 37

Disposições Transitórias Sobre Quotas

(1) As exportações de café efetuadas a partir de 1 de outubro de 1962 serão debitadas às quotas anuais de exportação do respectivo país exportador tão pronto o Convênio entre em vigor com respeito a esse país.

(2) Se o Convênio entrar em vigor depois de 1 de outubro de 1962, o Conselho ,

durante sua primeira sessão, fará as modificações necessárias no processo de fixação de quotas anuais e trimestrais de exportação, com respeito ao ano cafeeiro no qual o Convênio entre em vigor.

Artigo 38

Embarques de Café de Territórios Dependentes

(1) O embarque de café de um território dependente de um Membro para o território metropolitano ou para outro território dependente sob a mesma jurisdição, destinado a consumo interno desses territórios, não será, obedecido e disposto no parágrafo (2) deste Artigo, considerado como exportação de café, nem estará sujeito às limitações de quotas de exportação, desde que o Membro em apreço tome providências que satisfaçam ao Conselho com respeito ao controle de reexportações e a outros problemas que o Conselho possa considerar relacionados ao funcionamento do Convênio e que sejam decorrentes das relações especiais entre o território metropolitano do Membro e seus territórios dependentes.

(2) O comércio do café entre um Membro e um dos seus territórios dependentes que, de acordo com o disposto nos Artigos 4 ou 5, fôr um Membro separado da Organização ou parte de um Membro-grupo deverá entretanto ser considerado, para os fins do Convênio, como exportação de café.

Artigo 39

Membros Exportadores Não-Sujeitos a Quotas

(1) Um Membro exportador cujas exportações médias anuais de café no triênio precedente fôrem inferiores a 25.000 sacas não estará sujeito às disposições do Convênio referentes a quotas, enquanto suas exportações permanecerem inferiores a êste volume.

(2) Um território administrado sob o Regime de Tutela das Nações Unidas, cujas exportações anuais para outros países que não a Autoridade Administradora fôrem inferiores a 100.000 sacas, não estará sujeito às disposições do Convênio referentes a quotas, enquanto suas exportações permanecerem inferiores a êste volume.

Artigo 40

Exportações Não-Debitadas às Quotas

(1) Com o propósito de facilitar o incremento do consumo do café em algumas regiões do mundo de baixo consumo per capita, mas de considerável potencial de expansão, as exportações destinadas aos países relacionados no Anexo B, respeitado o disposto na alínea (f) deste parágrafo, não serão debitadas às quotas. O Conselho, no início do segundo ano cafeeiro completo de vigência do Convênio, e anualmente daí por diante, deverá rever aquela lista, a fim de determinar se quaisquer países devem ser retirados da mesma, e poderá retirá-los, se assim o decidir. Com respeito às exportações para os países constantes do Anexo B, será aplicado o disposto nas alíneas seguintes:

- (a) Na sua primeira sessão, e daí por diante quando considerar necessário, o Conselho preparará uma estimativa das importações para consumo interno dos países constantes do Anexo B, após ter revisto os resultados obtidos no ano anterior quanto ao aumento do consumo de café nesses países, tendo ainda em consideração o efeito provável das campanhas para o fomento do consumo e dos acordos de comércio. Os Membros exportadores não poderão, em conjunto exportar para os países constantes do Anexo B mais do que a quantidade que fôr indicada pelo Conselho, devendo o Conselho, para tanto, manter esses Membros informados sobre as exportações correntes para tais países. Os Membros exportadores informarão o Conselho, o mais tardar trinta dias após o final de cada mês, de todas as exportações efetuadas durante aquele mês para cada um dos países constantes do Anexo B.
- (b) Os Membros fornecerão estatísticas e outras informações que lhes forem solicitadas pelo Conselho e que contribuam para a fiscalização do afluxo de café para os países constantes do Anexo B e seu consumo nos mesmos.
- (c) Os Membros exportadores procurarão renegociar, tão cedo quanto possível, os acordos de comércio vigentes, a fim de neles incluir disposições que impeçam as reexportações de café dos países relacionados no Anexo B para outros mercados. Os Membros exportadores deverão também incluir tais disposições em todos os novos acordos de comércio e em todos os novos contratos de venda não-cobertos por acordos de comércio, sejam tais contratos negociados com comerciantes particulares ou com organizações governamentais.
- (d) Com o objetivo de assegurar o controle permanente das exportações para os países constantes do Anexo B, o Conselho poderá determinar a adoção de medidas adicionais de precaução, tais como exigir que sejam marcadas

de maneira especial as sacas de café destinadas a êsses países e solicitar aos Membros exportadores que requeiram, dêsses países, garantias bancárias e contratuais contra a reexportação para países não-relacionados no Anexo B.

O Conselho poderá, quando julgar necessário, contratar os serviços de uma organização internacional de renome mundial para investigar irregularidades ou verificar as exportações para os países constantes do Anexo B. O Conselho chamará a atenção dos Membros para quaisquer possíveis irregularidades.

- (e) O Conselho preparará anualmente um relatório minucioso sobre os resultados obtidos no desenvolvimento de mercados de café nos países constantes do Anexo B.
- (f) Se o café exportado por um Membro para um país relacionado no Anexo B for reexportado para um país não relacionado no Anexo B, o Conselho debitara à quota do Membro exportador uma quantidade correspondente a essa reexportação. Se um país relacionado no Anexo B reincidir na reexportação de café, o Conselho investigará o caso, e, a não ser que encontre circunstâncias atenuantes, poderá, a qualquer tempo, retirar o dito país da lista do Anexo B.

(2) As exportações de café em grão, como matéria-prima para processamento industrial, para quaisquer fins que não o consumo humano como bebida ou alimento, não serão debitadas às quotas, desde que o Conselho considere, à luz das informações prestadas pelo Membro exportador, que o café em grão será de fato usado para tais fins.

(3) O Conselho poderá, atendendo à solicitação de um Membro exportador, decidir que não serão debitadas à quota desse Membro as exportações feitas para fins humanitários ou quaisquer outros propósitos não-comerciais.

Artigo 41

Garantia de Suprimentos

Além de assegurar que os suprimentos totais de café correspondam à estimativa das importações mundiais, o Conselho procurará fazer com que os consumidores possam dispor de suprimentos dos cafés de todos os tipos que desejarem. Para realizar esse objetivo, o Conselho poderá, por maioria distribuída de dois terços dos votos, decidir empregar quaisquer métodos que julgue factíveis.

Artigo 42Acordos Regionais e Inter-regionais de Preços

(1) Os acordos regionais e inter-regionais de preços entre os Membros exportadores deverão ser condizentes com os objetivos gerais do Convênio, e serão registrados ^{ante o} no Conselho. Tais acordos deverão levar em conta os objetivos do Convênio e os interesses tanto dos produtores quanto dos consumidores. Caso um Membro da Organização considere que tais acordos poderão conduzir a resultados contrários aos objetivos do Convênio poderá solicitar ao Conselho que, em sua sessão seguinte, discuta ^{regionais} esses acordos com os Membros interessados.

(2) Em consulta com os Membros e com as organizações ^{que possam pertencer}, o Conselho poderá recomendar uma escala de diferenciais de preços para vários tipos e qualidades de café, os quais os Membros deverão procurar alcançar por meio de suas políticas de preços.

(3) Caso ocorram, em períodos reduzidos, flutuações bruscas nos preços dos cafés de tipo e qualidades para os quais uma escala de diferenciais de preços ^{tendo sido adotada} ~~fora adotada por~~ ^{é recomendado} ~~é recomendado~~ constante do parágrafo (2) deste Artigo, o Conselho poderá recomendar as medidas apropriadas para corrigir a situação.

Artigo 43Estudo das Tendências do Mercado

O Conselho deverá manter sob constante estudo as tendências do mercado do café, com o objetivo de ^{com o objetivo de} ~~com o fim de~~ recomendar políticas de preços, levando em conta os resultados obtidos através do mecanismo de quotas do Convênio.

CAPÍTULO VIII - CERTIFICADOS DE ORIGEM E DE REEXPORTAÇÃOArtigo 44Certificados de Origem e de Reexportação

(1) Toda exportação de café de um Membro em cujo território esse café tenha sido produzido será acompanhada de um certificado de origem, segundo o modelo estabelecido no Anexo C, emitido por uma agência qualificada escolhida pelo Membro. Cada Membro exportador determinará o número de vias do certificado, devendo ~~se manter os numerosos~~ ^{manter} ~~as~~ ^{as} cópias terem ~~os~~ ^{os} mesmos números de séries. O original do certificado acompanhará os documentos de exportação, sendo uma via fornecida pelo Membro à Organização. O Conselho verificará, diretamente ou por meio de uma organização internacional de renome mundial, os certificados de origem, a fim de poder, a qualquer tempo, conhecer a quantidade de café exportada por cada Membro.

(2) Toda reexportação de café de um Membro será acompanhada de um certificado de

resexportação emitido, na forma em que o Conselho determinar, por uma agência qualificada escolhida pelo Membro, comprovando que o café em apreço foi importado de acordo com as disposições do Convênio, e, caso seja conveniente, contendo referência ao certificado ou certificados de origem com os quais o café foi importado. O original do certificado de reexportação acompanhará os documentos de reexportação, sendo uma via fornecida à Organização pelo Membro que faz a reexportação.

(3) Cada Membro notificará à Organização qual a agência ou agências por él designadas para desempenhar as funções especificadas nos parágrafos (1) e (2) d'este Artigo. O Conselho poderá, a qualquer tempo, declarar, havendo motivo para tal, que são inaceitáveis os certificados emitidos por uma determinada agência.

(4) Os Membros apresentarão relatórios periódicos à Organização sobre as importações de café, em intervalos e na forma que serão determinados pelo Conselho.

(5) As disposições do parágrafo (1) d'este Artigo serão postas em vigor o mais tardar três meses após a entrada em vigor do Convênio. As disposições do parágrafo (2) serão postas em vigor em data a ser fixada pelo Conselho.

(6) Após as datas respectivas previstas no parágrafo (5) d'este Artigo, cada Membro proibirá a entrada de qualquer embarque de café, procedente de outro Membro, que não esteja acompanhado de um certificado de origem ou de um certificado de reexportação.

CAPÍTULO IX - REGULAMENTAÇÃO DAS IMPORTAÇÕES

Artigo 45

Regulamentação das Importações

(1) A fim de evitar que países exportadores não-Membros aumentem suas exportações às expensas dos Membros, aplicar-se-ão as seguintes disposições com respeito às importações de café efetuadas pelos Membros quando procedentes de países não-Membros.

(2) Se, três meses após a entrada em vigor do Convênio ou a qualquer tempo posteriormente, os Membros da Organização representarem menos de 9% por cento das exportações mundiais no ano calendário de 1961, cada Membro limitará, respeitado o disposto nos parágrafos (4) e (5) d'este Artigo, suas importações anuais totais procedentes de países não-Membros, tomados em conjunto, a uma quantidade que não exceda à média anual de suas importações procedentes de tais países, tomados em conjunto, nos últimos três anos anteriores à entrada em vigor do Convênio para os quais haja estatísticas disponíveis. Todavia, se o Conselho assim o decidir, a aplicação de tais limitações poderá ser adiada.

(1) Se, a qualquer tempo, o Conselho, baseando-se em informações recebidas, julgar que as exportações dos países não-Membros, tomados em conjunto, estão perturbando as exportações dos Membros, poderá, mesmo se os Membros da Organização representarem 95 por cento ou mais das exportações mundiais no ano calendário de 1961, decidir que sejam aplicadas as limitações estipuladas no parágrafo (2).

(4) Se as estimativas do Conselho referentes às importações mundiais de café, adotadas de acordo com o Artigo 30, forem para qualquer ano cafeeiro inferiores às suas estimativas das importações mundiais para o primeiro ano cafeeiro completo após a entrada em vigor do Convênio, a quantidade de café que cada Membro poderá importar, nos termos do parágrafo (2), dos países não-Membros tomados em conjunto será reduzida na mesma proporção.

(5) O Conselho poderá recomendar anualmente limitações adicionais às importações procedentes dos países não-Membros, se julgar que tais limitações são necessárias à realização dos propósitos do Convênio.

(6) Dentro de um mês após a data em que forem aplicadas tais limitações, segundo o disposto neste Artigo, cada Membro informará o Conselho da quantidade que lhe será permitida importar anualmente dos países não-Membros, tomados em conjunto.

(7) As obrigações prescritas nos parágrafos anteriores deste Artigo não derrogarão quaisquer outras obrigações bilaterais ou multilaterais conflitantes, assumidas pelos Membros importadores com países não-Membros antes de 1 de agosto de 1962, desde que um Membro importador que tenha assumido tais obrigações conflitantes as cumpra de tal modo que se torne mínimo o conflito entre estas e as obrigações estipuladas nos parágrafos anteriores, tomado logo que possível medidas que as harmonizem e informando o Conselho com respeito às suas obrigações conflitantes e às medidas tomadas para reduzir ao mínimo, ou eliminar tal conflito.

(8) Se um Membro importador deixar de cumprir as disposições deste Artigo, o Conselho poderá, por maioria distribuída de dois terços dos votos, suspender seus direitos de voto no Conselho, bem como o direito de ter seus votos emitidos na Junta.

CAPÍTULO X - INCREMENTO DO CONSUMO

Artigo 46

Propaganda

(1) O Conselho patrocinará um programa contínuo para a promoção do consumo do café. O escopo e custo de tal programa ficarão sujeitos a exame periódico e aprovação

pelo Conselho. Os Membros importadores não terão nenhuma obrigação com respeito ao financiamento desse programa.

(2) Se o Conselho assim o decidir, após haver estudado a questão, estabelecerá, dentro da estrutura da Junta, um comitê separado da Organização, com a designação de Comitê de Propaganda Mundial do Café.

(3) Se o Comitê de Propaganda Mundial do Café fôr estabelecido, aplicar-se-ão as seguintes disposições:

(a) o Conselho estabelecerá os regulamentos do Comitê, em particular os referentes a sua composição, organização e finanças. Só poderão fazer parte do Comitê Membros que contribuam para o programa mencionado no parágrafo (1) dêste Artigo;

(b) no desempenho de suas tarefas, o Comitê estabelecerá um comitê técnico em cada país no qual levar a efeito uma campanha de propaganda. Antes de iniciar uma campanha ^{de propagação} ~~promocional~~ em qualquer país Membro, o Comitê informará o representante do dito Membro no Conselho de sua intenção de levar a efeito tal campanha, obtendo dâle o consentimento para fazê-lo;

(c) as despesas administrativas ordinárias relativas ao pessoal permanente do Comitê, excetuadas as de suas viagens para fins de propaganda, serão debitadas ao orçamento administrativo da Organização e não aos fundos de propaganda do Comitê.

Artigo 47

Remoção de Obstáculos ao Consumo

(1) Os Membros reconhecem a importância transcendental de que seja alcançado o maior incremento possível do consumo de café no menor prazo possível, especialmente através da remoção progressiva de quaisquer obstáculos que possam impedir tal incremento.

(2) Os Membros afirmam sua intenção de promover a mais estreita cooperação internacional entre todos os países exportadores e importadores de café.

(3) Os Membros reconhecem que vigoram atualmente medidas que, em grau maior ou menor, ^{intervêm} impedem o incremento do consumo de café, em especial as seguintes:

- (a) medidas de importação aplicáveis ao café, incluindo tarifas preferenciais e outras, quotas, operações de monopólios governamentais de importação e agências compradoras oficiais, além de outras normas administrativas e práticas comerciais;
- (b) medidas de exportação que comportam subsídios diretos ou indiretos e outras normas administrativas e práticas comerciais; e
- (c) condições comerciais internas e disposições administrativas e jurídicas internas capazes de afetar o consumo.

(4) Os Membros reconhecem que certos Membros têm demonstrado sua aceitação dos objetivos acima expostos ao anunciar sua intenção de reduzir as tarifas sobre o café ou ao tomar outras medidas no sentido de remover obstáculos ao incremento do consumo.

(5) Os Membros comprometem-se, à luz dos estudos já realizados e dos que serão realizados sob os auspícios do Conselho ou por outras organizações internacionais competentes, e tomando em conta a Declaração adotada na Reunião Ministerial de Genebra, em 30 de novembro de 1961:

- (a) a investigar os meios e modos pelos quais os obstáculos ao incremento do comércio e do consumo, citados no parágrafo (3) deste Artigo, possam ser progressivamente reduzidos e finalmente, sempre que possível, eliminados, ou pelos quais seus efeitos possam ser substancialmente reduzidos;
- (b) a informar o Conselho dos resultados de suas investigações, a fim de que o Conselho possa rever, dentro de dezoito meses a contar da entrada em vigor do Convênio, as informações prestadas pelos Membros sobre os efeitos desses obstáculos, e, caso seja conveniente, as medidas previstas para reduzir os obstáculos ou diminuir seus efeitos;
- (c) a tomar em consideração os resultados dessa revisão efetuada pelo Conselho ao adotar medidas internas e a propor ações de caráter internacional; e
- (d) a rever, na sessão prevista no Artigo 72 os resultados obtidos pelo Convênio e a examinar a adoção de medidas adicionais para a remoção dos obstáculos que porventura ainda se antepõham à expansão do comércio e do consumo, tomando em conta o êxito do Convênio na elevação da renda dos Membros exportadores e no aumento do consumo.

(6) Os Membros comprometem-se a estudar, no Conselho e em outras organizações pertinentes, quaisquer solicitações apresentadas por Membros cujas economias possam ser afetadas pelas medidas adotadas em obediência ao disposto neste Artigo.

CAPÍTULO XI - CONTROLE DA PRODUÇÃO**Artigo 48****Metas de Produção**

(1) Os Membros produtores comprometem-se a ajustar a produção de café, durante a vigência do Convênio, ao volume necessário para atender o consumo interno, à exportação e aos estoques, de conformidade com o Capítulo XIII.

(2) O mais tardar até o fim do primeiro ano de vigência do Convênio, e em consulta com os Membros produtores, o Conselho recomendará, por maioria distribuída de dois terços dos votos, metas de produção para cada Membro produtor e para a produção mundial como um todo.

(3) Cada Membro produtor será inteiramente responsável pelas políticas e ^{metas} normas que adotar para a realização desses objetivos.

Artigo 49**Execução dos Programas de Controle da Produção**

(1) Cada Membro produtor apresentará periódicamente relatórios por escrito ao Conselho, relatando as medidas que houver tomado ou estiver tomando com o fim de realizar os objetivos previstos no Artigo 48, bem como os resultados concretos que houver obtido. Em sua primeira sessão, o Conselho, por maioria distribuída de dois terços dos votos, estabelecerá os processos e as datas para a apresentação e discussão de tais relatórios. Antes de fazer quaisquer observações ou recomendações, o Conselho consultará os Membros em aprêço.

(2) Se o Conselho determinar, por maioria distribuída de dois terços dos votos, que um Membro produtor, dentro de um período de dois anos a contar da entrada em vigor do Convênio, não adotou um programa com o propósito de ajustar sua produção às metas recomendadas pelo Conselho de acordo com o Artigo 48, ou que o programa de um Membro produtor não é efetivo, o Conselho poderá, pela mesma maioria de votos, decidir que tal Membro não gozará de nenhum dos aumentos de quota que possam decorrer da aplicação do Convênio. O Conselho poderá, pela mesma maioria de votos, estabelecer qualquer processo que considere adequado com o fim de verificar se as disposições do Artigo 48 estão sendo cumpridas.

(3) Quando julgar conveniente, mas o mais tardar até a sessão de revisão prevista no Artigo 72, o Conselho poderá, por maioria distribuída de dois terços dos votos e à luz dos relatórios submetidos à sua consideração pelos Membros produtores em obediência ao parágrafo (1) deste Artigo, revisar as metas de produção recomendadas de acordo com o parágrafo (2) do Artigo 48.

(4) Na aplicação do disposto neste Artigo, o Conselho deverá manter estreito contacto com organizações internacionais, nacionais e privadas que tenham interesse nos planos de desenvolvimento dos países de produção primária, ou que sejam responsáveis por financiamentos ou assistência em geral a tais países.

Artigo 50

Cooperação dos Membros Importadores

Reconhecendo a importância transcendental de que se estabeleça um equilíbrio razoável entre a produção de café e a demanda mundial, os Membros importadores comprometem-se, consistentes com suas políticas gerais relativas à assistência internacional, a cooperar com os Membros produtores em seus planos para a limitação da produção de café. A assistência daqueles Membros poderá ser facultada em bases técnicas, financeiras ou outras, e através de ajustes bilaterais, multilaterais ou regionais com os Membros produtores, tendo em vista a execução do disposto neste Capítulo.

• CAPITULO XII – REGULAMENTAÇÃO DE ESTOQUES

Artigo 51

Diretrizes Relativas aos Estocques de Café

(1) Em sua primeira sessão, o Conselho tomará medidas a fim de avaliar os estoques mundiais de café, segundo sistemas que estabelecerá, e tomando em consideração os seguintes itens: quantidade, países de origem, localização, qualidade e estado de conservação. Os Membros facilitarão esta pesquisa.

(2) O mais tardar até um ano após a entrada em vigor do Convênio, o Conselho estabelecerá, com base nos dados assim obtidos e em consulta com os Membros em aprêço, as diretrizes relativas a tais estocques, de modo a complementar as recomendações previstas no Artigo 48 e assim promover a consecução dos objetivos do Convênio.

(3) Os Membros produtores procurarão por todos os meios a seu alcance executar as diretrizes estabelecidas pelo Conselho.

(4) Cada Membro produtor será inteiramente responsável pelas medidas por ele aplicadas para executar as diretrizes assim estabelecidas pelo Conselho.

Artigo 52

Execução dos Programas de Regulamentação de Estoques

Cada Membro produtor submeterá periodicamente ao Conselho relatórios por escrito sobre as medidas que houver tomado ou estiver tomando com o fim de realizar os objetivos previstos no Artigo 51, bem como sobre os resultados concretos que houver obtido. Em sua primeira sessão, o Conselho estabelecerá os processos e as datas para apresentação e discussão de tais relatórios. Antes de fazer quaisquer observações ou recomendações, o Conselho consultará os Membros em aprêço.

CAPITULO XIII - OBRIGAÇÕES VARIAS DOS MEMBROS**Artigo 53**Consultas e Cooperação com o Comércio

- (1) O Conselho estimulará os Membros a solicitar as opiniões de peritos em assuntos cafeeiros.
- (2) Os Membros deverão conduzir suas atividades dentro do Convênio de modo consciente com os canais tradicionais de comércio.

Artigo 54Operações de Troca

De modo a impedir que seja amarrada a estrutura geral de preços, os Membros deverão abster-se de efetuar operações de trocas direta e individualmente vinculadas, as quais envolvam a venda de café em mercados tradicionais.

Artigo 55Misturas e Substitutos

Os Membros não manterão quaisquer regulamentos que exijam a mistura, o processamento ou o uso de outros produtos com o café, para revenda comercial como café. Os Membros procurarão proibir a venda e a propaganda de tais produtos sob o nome de café, se tais produtos contiverem menos que o equivalente a 90 por cento de café verde como matéria-prima básica.

CAPITULO XIV - FINANCIAMENTO ESTACIONAL**Artigo 56**Financiamento Estacional

(1) O Conselho, a pedido de um Membro que participe de ajuste bilateral, multilateral, regional ou inter-regional no setor do financiamento estacional, examinará tal ajuste com o propósito de verificar sua compatibilidade com as obrigações do Convênio.

(2) O Conselho poderá fazer recomendações aos Membros a fim de resolver qualquer conflito de obrigações que possa existir.

(3) O Conselho, à base de informações prestadas pelos Membros interessados em apêndice, e se assim julgar conveniente e adequado, poderá fazer recomendações gerais com o propósito de auxiliar os Membros que necessitem de financiamento estacional.

CAPÍTULO XV - FUNDO INTERNACIONAL DO CAFÉ

Artigo 57

Fundo Internacional do Café

(1) O Conselho poderá criar um Fundo Internacional do Café. O Fundo será usado para auxiliar a concretização do objetivo de limitação da produção de café, de modo que esta alcance um equilíbrio razoável com a procura mundial de café, e para contribuir na consecução dos outros objetivos do Convênio.

(2) As contribuições para o Fundo são voluntárias.

(3) A decisão do Conselho para estabelecer o Fundo e adotar as diretrizes que governarão sua administração será tomada por maioria distribuída de dois terços dos votos.

CAPÍTULO XVI-- INFORMAÇÕES E ESTUDOS

Artigo 58

Informações

(1) A Organização atuará como centro para a coleta, intercâmbio e publicação de:

- (a) informações estatísticas relativas à produção mundial, preços, exportações e importações, distribuição e consumo de café; e
- (b) na medida que julgar conveniente, informações técnicas sobre o cultivo, processamento e utilização do café.

(2) O Conselho poderá solicitar aos Membros que prestem as informações que considere necessárias para seu funcionamento, inclusive relatórios estatísticos regulares sobre a produção cafeeira, exportações e importações, distribuição, consumo, estoques e impostos, mas não publicará nenhuma informação que sirva à identificação de operações de pessoas ou companhias que produzem, processam ou comercializam o café. Os Membros prestarão as informações solicitadas de maneira tão minuciosa e precisa quanto possível.

(3) Se um Membro deixar de prestar, ou encontrar dificuldades em prestar, dentro de um prazo razoável, informações estatísticas ou outras solicitadas pelo Conselho e necessárias ao bom funcionamento da Organização, o Conselho poderá solicitar ao Membro em aprêço que explique as razões do não-atendimento. Se considerar que existe a necessidade de fornecer auxílio técnico na matéria, o Conselho poderá tomar as medidas que julgar necessárias.

Artigo 59**Estudos**

(1) O Conselho poderá promover estudos no setor da economia da produção e com-
mercialização do café, pesquisar o impacto de medidas governamentais nos países produ-
tores e consumidores sobre a produção e o consumo de café, examinar as oportunidades
para a expansão de consumo de café para usos tradicionais e novos usos, bem como estu-
dar os efeitos do funcionamento do Convênio sobre os produtores e consumidores de café,
inclusive no que se refere a seus termos de intercâmbio.

(2) A Organização dará prosseguimento, na medida em que o considere necessário,
aos estudos e pesquisas previamente efetuados pelo Grupo de Estudo do Café, e empreen-
derá periódicamente estudos sobre as tendências e projeções da produção e do consumo ca-
fesíro.

(3) A Organização poderá estudar a viabilidade de prescrever padrões mínimos de
qualidade para as exportações dos Membros que produzam café. O Conselho poderá discu-
tir a adoção de recomendações nesse sentido.

CAPÍTULO XVII - EXONERAÇÃO DE OBRIGAÇÕES**Artigo 60****Exoneração de Obrigações**

(1) O Conselho poderá, por maioria distribuída de dois terços dos votos, dis-
pensar um Membro de uma obrigação que, devido a circunstâncias excepcionais ou de emer-
gência, a razões de força maior, ou a obrigações constitucionais ou obrigações interna-
cionais decorrentes da Carta das Nações Unidas com respeito a territórios administrados
sob o regime de tutela:

- (a) constitua pesado sacrifício;
- (b) imponha um ônus injusto a tal Membro; ou
- (c) conceda a outros Membros vantagem injusta ou desarrazoada.

(2) O Conselho, ao conceder tal exoneração a um Membro, deve declarar explíci-
tamente os termos e as condições em que o Membro estará dispensado de tais obrigações,
e por quanto tempo.

CAPÍTULO XVIII - RECLAMAÇÕES E LITÍGIOS

Artigo 61
Reclamações e Litígios

(1) Qualquer litígio referente à interpretação ou aplicação do Convênio que não possa ser resolvido através de negociação será, a pedido de um dos Membros litigantes, encaminhado ao Conselho para decisão.

(2) Desde que um litígio seja encaminhado ao Conselho, de acordo com o parágrafo (1) dêste Artigo, a maioria dos Membros ou Membros que tenham pelo menos um terço do número total de votos poderão solicitar ao Conselho, depois de debatido o caso, que seja pedido o parecer do grupo consultivo a que se refere o parágrafo (3) dêste Artigo sobre a questão em litígio, antes que o Conselho tome uma decisão.

(3) (a) A menos que o Conselho decida unânimemente em contrário, o grupo consultivo será constituído por:

(i) duas pessoas, uma das quais com grande experiência na questão em litígio e a outra com renome e experiência jurídica, designadas pelos Membros exportadores;

(ii) duas pessoas com as mesmas qualificações, designadas pelos Membros importadores; e

(iii) um presidente escolhido por unanimidade pelas quatro pessoas designadas segundo (i) e (ii), ou caso não haja acordo entre êles, pelo Presidente do Conselho.

(b) Cidadãos dos países cujos Governos são Partes Contratantes do Convênio serão elegíveis para servir no grupo consultivo.

(c) As pessoas designadas para servir no grupo consultivo atuarão em capacidade pessoal, não recebendo instruções de nenhum Governo.

(d) As despesas do grupo consultivo serão pagas pelo Conselho.

(4) O parecer do grupo consultivo e seus fundamentos serão submetidos ao Conselho, o qual decidirá o litígio depois de ponderadas todas as informações pertinentes.

(5) Qualquer reclamação contra um Membro, por falta de cumprimento das obrigações decorrentes do Convênio, será encaminhada ao Conselho a pedido do Membro que apresentar a reclamação, devendo o Conselho proferir decisão final sobre o assunto.

(6) A decisão no sentido de que o Membro violou as obrigações do Convênio será tomada por maioria distribuída simples dos votos. A decisão que aponte violação do Convênio especificará igualmente a natureza dessa violação.

(7) Se o Conselho considerar que um Membro violou o Convênio poderá, sem prejuízo das demais medidas punitivas previstas em outros Artigos do Convênio, suspender, por maioria distribuída de dois terços dos votos, os direitos de voto desse Membro no Conselho, bem como o direito de ter seus votos emitidos na Junta, até que tal Membro cumpra suas obrigações, ou o Conselho poderá ainda adotar medidas para sua retirada com pulsearia, nos termos do Artigo 69.

CAPITULO XIX - DISPOSIÇÕES FINAIS

Artigo 62

Assinatura

O Convênio estará aberto para assinatura na Sede das Nações Unidas até 30 de novembro de 1962, inclusive, por qualquer Governo convidado a tomar parte na Conferência das Nações Unidas sobre o Café, de 1962, e pelo Governo de qualquer Estado representado antes da sua independência como território dependente, nessa Conferência.

Artigo 63

Ratificação

O Convênio estará sujeito a ratificação ou aceitação dos Governos signatários, de acordo com suas normas constitucionais respectivas. Os instrumentos de ratificação ou aceitação serão depositados junto ao Secretário-Geral das Nações Unidas até 31 de dezembro de 1963. Cada Governo, ao depositar um instrumento de ratificação ou aceitação, deverá, nessa ocasião, indicar se entra para a Organização como Membro exportador ou como Membro importador, tal como definido nos parágrafos 7 e 8 do Artigo 2.

Artigo 64

Entrada em Vigor

(1) O Convênio entrará em vigor para os Governos que tenham depositado instrumentos de ratificação ou aceitação quando Governos que representem pelo menos 20 países exportadores com um mínimo de 80 por cento das exportações mundiais de café no ano de 1961, como especificado no Anexo D, e Governos que representem pelo menos 10 países importadores com um mínimo de 80 por cento das importações de café no mesmo ano, de acordo com o Anexo B, tiverem depositado tais instrumentos. O Convênio entrará em vigor para qualquer Governo que depositar ulteriormente instrumentos de ratificação, aceitação ou adesão, na data em que fôr efetuado esse depósito.



(2) O Convênio poderá entrar em vigor provisoriamente. Para tal fim, será considerada como tendo efeito idêntico ao instrumento de ratificação ou aceitação a notificação efetuada por qualquer Governo signatário em que se comprometa a conseguir a ratificação ou aceitação, de acordo com as suas normas constitucionais, com a máxima brevidade possível, devendo essa notificação ser recebida pelo Secretário-Geral das Nações Unidas até 30 de dezembro de 1963. Fica entendido que os Governos que fizerem essa notificação passarão a aplicar provisoriamente o Convênio, sendo considerados como partes provisórias do mesmo até a data em que depositarem seu instrumento de ratificação ou aceitação, ou até 31 de dezembro de 1963, em qualquer das datas que ocorrer primeiro.

(3) O Secretário-Geral das Nações Unidas convocará a primeira sessão do Conselho, a ser realizada em Londres, dentro de 30 dias após a entrada em vigor do Convênio.

(4) Quer o Convênio tenha ou não entrado em vigor provisoriamente, nos termos do parágrafo (2) deste Artigo, se, em 31 de dezembro de 1963, o mesmo não tiver entrado definitivamente em vigor, de acordo com o parágrafo (1), os Governos que tiverem depositado instrumentos de ratificação ou aceitação até a referida data poderão entrar em consultas a fim de estudar as medidas que a situação exige, podendo decidir, por acordo mútuo, que o Convênio passe a vigorar entre êles próprios.

Artigo 65

Adesão

O Governo de qualquer Estado Membro das Nações Unidas ou de qualquer de suas agências especializadas, e qualquer Governo convidado a participar da Conferência das Nações Unidas Sobre o Café de 1962, poderá aderir a este Convênio, em condições que serão estabelecidas pelo Conselho. Ao estabelecer tais condições, o Conselho fixará, caso o país não conste da lista do Anexo A, uma quota básica de exportação para o mesmo. Se tal país constar da lista do Anexo A, a sua respectiva quota básica de exportação mencionada nesse Anexo será a sua quota básica de exportação, a menos que o Conselho, por maioria distribuída de dois terços de votos, decida de outra maneira. Cada Governo que depositar um instrumento de adesão deverá, ao fazer o depósito, indicar se adere à Organização como Membro exportador ou como Membro importador, tal como definido nos parágrafos 7 e 8 do Artigo 2.

Artigo 66

Reservas

Nenhuma das disposições do Convênio está sujeita a reservas.

Artigo 67

Notificações Relativas ao Territórios Dependentes

(1) Um Governo poderá, por ocasião da assinatura ou do depósito de um instrumento de aceitação, ratificação ou adesão, ou posteriormente, mediante notificação ao Secretário-Geral das Nações Unidas, declarar que o Convênio se aplicará a quaisquer territórios por cujas relações internacionais é responsável, e que o Convênio se aplicará aos referidos territórios a partir da data dessa notificação.

(2) Uma Parte Contratante que desejar exercer os direitos que lhe cabem, de acordo com o disposto no Artigo 4, com respeito a qualquer dos seus territórios dependentes, ou que desejar autorizar um dos seus territórios dependentes a se tornar parte de um Membro-grupo, segundo os Artigos 5 ou 6, poderá assim fazê-lo mediante notificação nesse sentido ao Secretário-Geral das Nações Unidas por ocasião do depósito do seu instrumento de ratificação, aceitação ou adesão, ou posteriormente.

(3) Uma Parte Contratante que tiver feito declaração conforme o parágrafo (1) deste Artigo poderá, posteriormente, mediante notificação ao Secretário-Geral das Nações Unidas, declarar que o Convênio deixará de se aplicar ao território mencionado na notificação, e ~~que~~ o Convênio deixará de se aplicar a tal território a partir da data dessa notificação.

(4) O Governo de um território ao qual se aplique o Convênio de acordo com o disposto no parágrafo (1) deste Artigo, e que posteriormente se tenha tornado independente, poderá, dentro de 90 dias após sua independência, declarar, mediante notificação ao Secretário-Geral das Nações Unidas, que assumiu todos os direitos e obrigações de uma Parte Contratante do Convênio. Esse Governo, a partir da data da notificação, se tornará parte do Convênio.

Artigo 68

Retirada Voluntária

Nenhuma Parte Contratante poderá fazer notificação de retirada voluntária do Convênio antes de 30 de setembro de 1963. Depois dessa data, uma Parte Contratante poderá retirar-se do Convênio a qualquer tempo, bastando que apresente, por escrito, notificação de retirada ao Secretário-Geral das Nações Unidas. A retirada tornar-se-á efetiva 90 dias após o recebimento da notificação.

Artigo 69

Retirada Compulsória

Se o Conselho determinar que um Membro deixou de cumprir suas obrigações dentro do Convênio e que o não-cumprimento dessas obrigações prejudica de modo significativo o funcionamento do Convênio, o Conselho poderá, por maioria distribuída de dois terços dos votos, solicitar a retirada de tal Membro da Organização. O Conselho deverá imediatamente notificar o Secretário-Geral das Nações Unidas de tal decisão. Noventa dias após a data da decisão do Conselho, o Membro deixará de ser um Membro da Organização, e, se tal Membro for uma Parte Contratante, deixará de ser uma parte do Convênio.

Artigo 70

Acôrto de Contas com Membros que se Retirem

(1) O Conselho fará o acôrto de contas com um Membro que se retire. A Organização reterá quaisquer importâncias já pagas pelo Membro em apropçao, e tal Membro permanecerá obrigado a pagar quaisquer importâncias que deva à Organização na data em que tal retirada se tornar efetiva; todavia, no caso de uma Parte Contratante não aceitar

uma emenda e consequentemente se retirar ou deixar de participar no Convênio, de acordo com o disposto no parágrafo (2) do Artigo 73, o Conselho poderá fazer qualquer acerto de contas que considere equitativo.

(2) Um Membro que se houver retirado ou tiver deixado de participar no Convênio não terá direito a qualquer parcela da receita proveniente da liquidação do Convênio ou qualquer outro acervo da mesma ao tempo da terminação do Convênio, de acordo com o Artigo 71.

Artigo 71

Duração e Terminação

(1) O Convênio permanecerá em vigor até o fim do quinto ano cafeeiro completo após sua entrada em vigor, a menos que seja prorrogado de acordo com o parágrafo (2) deste Artigo, ou seja terminado de acordo com o parágrafo (3).

(2) O Conselho, durante o quinto ano cafeeiro completo após a entrada em vigor do Convênio, poderá, pela maioria dos Membros que representem pelo menos a maioria distribuída de dois terços do total dos votos, decidir renegociar o Convênio, ou prorrogá-lo por um prazo que venha a ser determinado pelo Conselho.

(3) O Conselho poderá, a qualquer tempo e pela maioria dos Membros que representem pelo menos a maioria distribuída de dois terços do total dos votos, decidir terminar o Convênio. Tal terminação será efetiva na data fixada pelo Conselho.

(4) Apesar da terminação do Convênio, o Conselho continuará em existência pelo tempo necessário para executar a liquidação da Organização, acertar suas contas e desfazer-se de seus haveres, e terá, durante esse tempo, os poderes e funções que se fizerem necessários para a realização de tais propósitos.

Artigo 72

Revisão

O Conselho, durante os seis últimos meses do ano cafeeiro que termina a 30 de setembro de 1965, deverá reunir-se em sessão especial a fim de rever o Convênio.

Artigo 73

Emendas

(1) O Conselho poderá, por maioria distribuída de dois terços dos votos, recomendar uma emenda do Convênio às Partes Contratantes. A emenda entrará em vigor 100 dias após o Secretário-Geral das Nações Unidas haver recebido notificações de aceitação de Partes Contratantes que representem pelo menos 75 por cento dos países exportadores, reunindo pelo menos 85 por cento dos votos dos Membros exportadores, e de Partes Contratantes que representem pelo menos 75 por cento dos países importadores, reunindo pelo menos 80 por cento dos votos dos Membros importadores. O Conselho poderá estabelecer um prazo dentro do qual cada Parte Contratante deverá notificar o Secretário-Geral das Nações Unidas de sua aceitação da emenda, e, se a emenda não houver entrado em vigor dentro desse prazo, será considerada como retirada. O Conselho prestará ao Secretário-Geral as informações necessárias para que determine se uma emenda entrou em vigor ou não.

(2) Uma Parte Contratante, ou um território dependente que seja um Membro ou parte de um Membro-grupo, em nome do qual não se tenha feito notificação de aceitação de uma emenda até a data em que tal emenda tenha entrado em vigor, deixará, a partir dessa data, de participar no Convênio.

Artigo 74

Notificações pelo Secretário Geral

O Secretário-Geral das Nações Unidas notificará todos os Governos representados por Delegados ou Observadores à Conferência do Café das Nações Unidas de 1962, e todos os outros Governos de Estados membros das Nações Unidas ou de qualquer de suas agências especializadas, de cada depósito de um instrumento de ratificação, aceitação ou adesão, e das datas nas quais o Convênio ~~entre~~ ^{entra} provisória e definitivamente em vigor. O Secretário-Geral das Nações Unidas notificará igualmente todas as Partes Contratantes de cada notificação feita de acordo com os Artigos 5, 67, 68 ou 69, bem como da data em que o Convênio ~~é~~ ^{entra} prorrogado ou terminado, segundo o Artigo 71, e da data em que uma emenda ~~entre~~ ^{entra} em vigor, segundo o Artigo 73.

CH
WJ

EM PE DO QUE os abaixo assinados, devidamente autorizados pelos seus respectivos Governos, firmaram êste Convênio nas datas que aparecem ao lado de suas assinaturas.

Os textos dêste Convênio em espanhol, francês, inglês, português e russo serão igualmente autênticos. Os originais serão depositados nos arquivos das Nações Unidas, e o Secretário-Geral das Nações Unidas transmitirá cópias certificadas do Convênio a cada Governo signatário do mesmo ou a ele adira.

FOR AFGHANISTAN:

POUR L'AFGHANISTAN:

За Афганистан:

POR EL AFGANISTÁN:

PELO AFGANISTÃO:

FOR ALBANIA:

POUR L'ALBANIE:

За Албанию:

POR ALBANIA:

PELA ALBÂNIA:

FOR ARGENTINA:

POUR L'ARGENTINE:

За Аргентину:

POR LA ARGENTINA:

PELA ARGENTINA:

L. M. CARABALLO

FOR AUSTRALIA:

POUR L'Australie:

За Австралию:

POR AUSTRALIA:

PELA AUSTRÁLIA:

On behalf of the Government of the Commonwealth of Australia I hereby give notification in accordance with Article 67 of the Agreement that the Government declares the Agreement shall extend to the Territory of Papua and the Trust Territory of New Guinea.¹

J. PLIMSOLL

23rd November 1962

FOR AUSTRIA:

POUR L'AUTRICHE:

За Австрию:

POR AUSTRIA:

PELA AUSTRIA:

F. MATSCH

23rd November 1962

FOR BELGIUM:

POUR LA BELGIQUE:

За Бельгию:

POR BÉLGICA:

PELA BÉLGICA:

WALTER LORIDAN

Traduction du Secrétariat des Nations Unies:

¹ Au nom du Gouvernement du Commonwealth d'Australie, je notifie ce qui suit en application de l'article 67: le Gouvernement déclare que l'Accord s'appliquera au Territoire du Papua et au Territoire sous tutelle de la Nouvelle-Guinée.

FOR BOLIVIA:

POUR LA BOLIVIE:

За Боливию:

POR BOLIVIA:

PELA BOLÍVIA:

JAIME CABALLERO TAMAYO

FOR BRAZIL:

POUR LE BRÉSIL:

За Бразилию:

POR EL BRASIL:

PELO BRASIL:

SERGIO ARMANDO FRAZAO

FOR BULGARIA:

POUR LA BULGARIE:

За Болгарию:

POR BULGARIA:

PELA BULGÁRIA:

FOR BURMA:

POUR LA BIRMANIE:

За Бирму:

POR BIRMANIA:

PELA BIRMÂNIA:

FOR BURUNDI:

POUR LE BURUNDI:

За Бурунди:

POR BURUNDI:

PEL BURUNDI:

PASCAL BUBIRIZA

FOR THE BYELORUSSIAN SOVIET SOCIALIST REPUBLIC:

POUR LA RÉPUBLIQUE SOCIALISTE SOVIÉTIQUE DE BIÉLORUSSIE:

За Белорусскую Советскую Социалистическую Республику:

POR LA REPÚBLICA SOCIALISTA Soviética de BIELORRUSIA:

PELA REPÚBLICA SOCIALISTA Soviética de BIELO-RÚSSIA:

FOR CAMBODIA:

POUR LE CAMBODGE:

За Камбоджу:

POR CAMBOYA:

PELA CAMBOJA:

FOR CAMEROON:

POUR LE CAMEROUN:

За Камерун:

POR EL CAMERÚN:

PELOS CAMARÓES:

J. KUOH MOUKOURI

FOR CANADA:

POUR LE CANADA:

За Канаду:

POR EL CANADÁ:

PELO CANADÁ:

PAUL TREMBLAY

Le 16 octobre 1962

FOR THE CENTRAL AFRICAN REPUBLIC:

POUR LA RÉPUBLIQUE CENTRAFRICAINE:

За Центральноафриканскую Республику:

POR LA REPÚBLICA CENTROAFRICANA:

PELA REPÚBLICA CENTRO-AFRICANA:

M. GALLIN-DOUATHE

Le 16 novembre 1962

FOR CEYLON:

POUR CEYLAN:

За Цейлон:

POR CEILÁN:

PELO CEILÃO:

FOR CHAD:

POUR LE TCHAD:

За Чад:

POR EL CHAD:

PELO TCHAD:

FOR CHILE:
POUR LE CHILI:
За Чили:
POR CHILE:
PELO CHILE:

D. SCHWEITZER
30 de noviembre de 1962

El Gobierno de Chile participó con su:no interés en las deliberaciones que tuvieron lugar durante la celebración de la Conferencia de las Naciones Unidas sobre el Café, 1962,

Reconoce con satisfacción los esfuerzos de la Organización de las Naciones Unidas tendientes a encontrar solución a los graves problemas que plantean a los países en vías de desarrollo las constantes fluctuaciones de los precios de los productos básicos y, en este caso particular, su decisivo auspicio para que en una Conferencia Internacional los países productores y consumidores de café llegasen a concertar medidas de mutuo beneficio, y

Haciendo notar que si bien Chile no es productor de café y sus características son las de un pequeño consumidor, participó en la Conferencia Internacional del Café en un gesto de solidaridad con los países americanos productores, cuyas economías dependen en porcentajes elevados de sus ventas y de los precios del café en el mercado mundial.

El Gobierno de Chile declara que aprueba y firma el Convenio Internacional del Café, 1962, como una manifestación de amistad y solidaridad con los países americanos productores de café y como expresión de su anhelo para que, dentro del marco de la Organización de las Naciones Unidas y de la cooperación internacional, se encuentre una solución permanente a las dificultades de comercialización de los productos básicos en el mercado mundial¹.

Translation by the Secretariat of the United Nations:

¹ The Government of Chile, having taken part with the greatest interest in the discussions which took place during the United Nations Coffee Conference, 1962,

Recognizing with satisfaction the efforts made by the United Nations to find a solution to the serious problems created for developing countries by constant fluctuations in the prices of primary commodities, and, in this particular case, its decisive action in sponsoring an international conference so that coffee-producing and coffee-consuming countries might agree on measures for their common good, and

Traduction du Secrétariat des Nations Unies:

¹ Ayant participé avec le plus grand intérêt aux délibérations de la Conférence des Nations Unies sur le café, 1962,

Reconnaissant avec satisfaction les efforts que l'Organisation des Nations Unies déploie pour résoudre les graves problèmes que posent aux pays en voie de développement les fluctuations constantes du cours des produits de base et, dans ce cas particulier, le rôle décisif qu'elle a joué pour faire que les pays producteurs de café et les pays consommateurs de café se réunissent en conférence internationale en vue de convenir de mesures d'intérêt commun,

Translation by the Secretariat of the United Nations—Continued

Drawing attention to the fact that although Chile is not a coffee producer and although its characteristics are those of a small consumer, it took part in the International Coffee Conference as a gesture of solidarity with the American producing countries, whose economies are dependent to a high degree on their sales of coffee and on world coffee prices,

Hereby declares that it approves and signs the International Coffee Agreement, 1962, as an indication of its friendship and solidarity with the American coffee-producing countries and as an expression of its desire for a permanent solution to be found, within the framework of the United Nations and of international cooperation, to the difficulties of trade in primary commodities on the world market.

FOR CHINA:

POUR LA CHINE:

За Китай:

POR LA CHINA:

PELA CHINA:

FOR COLOMBIA:

POUR LA COLOMBIE:

За Колумбию:

POR COLOMBIA:

PELA COLÔMBIA:

CARLOS SANZ DE SANTAMARÍA

FOR THE CONGO (BRAZZAVILLE):

POUR LE CONGO (BRAZZAVILLE):

За Конго (Браззавиль):

POR EL CONGO (BRAZZAVILLE):

PELO CONGO (BRAZZAVILLE):

FOR THE CONGO (LEOPOLDVILLE):

POUR LE CONGO (LÉOPOLDVILLE):

За Конго (Леопольдville):

POR EL CONGO (LEOPOLDVILLE):

PELO CONGO (LÉOPOLDVILLE):

P. MBOYO
27 novembre 1962

FOR COSTA RICA:

POUR LE COSTA RICA:

За Коста-Рику:

POR COSTA RICA:

PELA COSTA RICA:

F. VOLIO J.

Traduction du Secrétariat des Nations Unies—Suite

Faisant remarquer que, bien que le Chili ne soit pas producteur de café et ne soit qu'un petit consommateur, il a participé à la Conférence internationale du café par solidarité avec les producteurs américains, dont l'économie dépend à un haut degré de leurs ventes de café et du cours du café sur le marché mondial,

Le Gouvernement chilien déclare qu'il approuve et signe l'Accord international de 1962 sur le café, pour manifester son amitié et sa solidarité aux pays américains producteurs de café et pour montrer combien il désire que, sous l'égide de l'Organisation des Nations Unies et grâce à la coopération internationale, on trouve une solution permanente aux difficultés de la commercialisation des produits de base sur le marché mondial.

FOR CUBA:

POUR CUBA:

За Кубу:

POR CUBA:

POR CUBA:

CARLOS LECHUGA

30 November 1962

El Gobierno de Cuba practica la colaboración económica internacional basada en la igualdad de derechos y el mutuo respeto entre los países y especialmente los acuerdos dirigidos a procurar la estabilización de los mercados de los productos primarios.

Practicando tal política, Cuba ha sido miembro en todos los acuerdos y convenios sobre el café anteriormente aprobados y tomó parte activa en la Conferencia de las Naciones Unidas sobre el Café que culminó en el Convenio Internacional del Café, 1962, que ahora firma.

Tomando en consideración que el artículo 47 (3) del Convenio hace referencia a que las operaciones de los monopolios oficiales de importación y de los organismos oficiales de compra se oponen, en mayor o menor medida, al aumento del consumo del café, el Gobierno de Cuba considera necesario declarar que dicha referencia no puede interpretarse como aplicable al monopolio del Comercio Exterior de Cuba, porque ese monopolio es un instrumento eficaz de la política de Cuba de desarrollo de su comercio con todos los países sobre bases de mutuo beneficio y respeto, independientemente de sus regímenes económicos, sociales y políticos y para el desarrollo de su economía nacional, lo cual contribuye directamente al aumento del nivel de vida y del consumo popular, como puede constatarse en Cuba en el caso del café y de otros muchos productos primarios¹.

Translation by the Secretariat of the United Nations:

¹ The Government of Cuba practises international economic collaboration, based on the equality of rights and on mutual respect between countries, and in particular on the agreements which are aimed at stabilizing the markets for primary commodities.

Pursuing, as it does, such a policy, Cuba has been a member of all the agreements and conventions on coffee which have been concluded in the past, and took an active part in the United Nations Coffee Conference that culminated in the International Coffee Agreement, 1962, which it is now signing.

Traduction du Secrétariat des Nations Unies:

¹ Le Gouvernement cubain pratique la coopération économique internationale fondée sur l'égalité de droits et le respect mutuel entre les pays, et applique en particulier les accords destinés à stabiliser le marché des produits primaires.

Conformément à cette politique, Cuba a été partie à tous les accords et conventions adoptés jusqu'ici au sujet du café et a pris une part active à la Conférence des Nations Unies sur le café dont l'aboutissement a été l'Accord international de 1962 sur le café, qu'il signe présentement.

Translation by the Secretariat of the United Nations—Continued

In view of the fact that in article 47 (3) of the Agreement it is stated that operations of Government import monopolies and official purchasing agencies may to a greater or lesser extent hinder the increase in consumption of coffee, the Government of Cuba considers it necessary to declare that that statement cannot be interpreted as applying to the Cuban foreign trade monopoly, because that monopoly is an efficient instrument of Cuban policy for the development of Cuba's trade with every country, regardless of its economic, social and political system, on a basis of mutual advantage and respect, and for the development of Cuba's national economy, which contributes directly to raising the standard of living and increasing popular consumption, as can be verified in Cuba in the case of coffee and many other primary commodities.

Traduction du Secrétariat des Nations Unies—Suite

Comme le paragraphe 3 de l'article 47 de l'Accord déclare que les opérations des monopoles gouvernementaux ou des organismes officiels d'achat peuvent entraver, dans des proportions plus ou moins grandes, l'augmentation de la consommation du café, le Gouvernement cubain estime nécessaire de déclarer que ce passage ne peut pas être interprété comme s'appliquant au monopole du commerce extérieur de Cuba, car ce monopole est un instrument efficace de la politique de Cuba, qui est de développer son commerce avec tous les pays sur la base de l'avantage mutuel et du respect mutuel, indépendamment de leur régime économique, social ou politique, et qui est aussi de développer son économie nationale et de contribuer ainsi directement au relèvement du niveau de vie et de la consommation des masses, comme on peut le constater à Cuba dans le cas du café et de beaucoup d'autres produits primaires.

FOR CYPRUS:

POUR CHYPRE:

За Кипр:

POR CHIPRE:

POR CHIPRE:

FOR CZECHOSLOVAKIA:

POUR LA TCHÉCOSLOVAQUIE:

За Чехословакию:

POR CHECOESLOVAQUIA:

PELA TCHECO-ESLOVÁQUIA:

FOR DAHOMEY:

POUR LE DAHOMEY:

За Дагомею:

POR EL DAHOMEY:

PELO DAOMÉ:

FOR DENMARK:

POUR LE DANEMARK:

За Данию:

POR DINAMARCA:

PELA DINAMARCA:

Subject to ratification
 A. HESSELLUND-JENSEN
November 29, 1962

FOR THE DOMINICAN REPUBLIC:

POUR LA RÉPUBLIQUE DOMINICAINE:

За Доминиканскую Республику:

POR LA REPÚBLICA DOMINICANA:

PELA REPÚBLICA DOMINICANA:

M. E. DE MOYA

FOR ECUADOR:

POUR L'ÉQUATEUR:

За Эквадор:

POR EL ECUADOR:

PELO EQUADOR:

M. USCOCOVICH

Noviembre 28 de 1962

FOR EL SALVADOR:

POUR LE SALVADOR:

За Сальвадор:

POR EL SALVADOR:

POR EL SALVADOR:

F. R. LIMA

FOR ETHIOPIA:

POUR L'ÉTHIOPIE:

За Эфиопию:

POR ETIOPÍA:

PELA ETIÓPIA:

FOR THE FEDERAL REPUBLIC OF GERMANY:

POUR LA RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE:

За Федеративную Республику Германии:

POR LA REPÚBLICA FEDERAL DE ALEMANIA:

PELA REPÚBLICA FEDERAL DA ALEMANHA:

SIGISMUND FREIHERR VON BRAUN

19 November 1962

FOR THE FEDERATION OF MALAYA:

POUR LA FÉDÉRATION DE MALAISIE:

За Малайскую Федерацию:

POR LA FEDERACIÓN MALAYA:

PELA FEDERAÇÃO DA MALAIA:

FOR THE FEDERATION OF RHODESIA AND NYASALAND:

POUR LA FÉDÉRATION DE LA RHODÉSIE ET DU NYASSALAND:

За Федерацию Родезии и Ньясаленда:

POR LA FEDERACIÓN DE RHODESIA Y NYASALANDIA:

PELA FEDERAÇÃO DA RODÉSIA E NIASSALÂNDIA:

FOR FINLAND:
POUR LA FINLANDE:
За Финляндию:
POR FINLANDIA:
PELA FINLÂNDIA:

FOR FRANCE:
POUR LA FRANCE:
За Францию:
POR FRANCIA:
PELA FRANÇA:

R. SEYDOUX

FOR GABON:
POUR LE GABON:
За Габон:
POR EL GABÓN:
PELO GABÃO:

JEAN-MARIE NYOUNDOU
Le 12 octobre 1962

FOR GHANA:
POUR LE GHANA:
За Гану:
POR GHANA:
POR GANA:

FOR GREECE:
POUR LA GRÈCE:
За Грецию:
POR GRECIA:
PELA GRÉCIA:

FOR GUATEMALA:
POUR LE GUATEMALA:
За Гватемалу:
POR GUATEMALA:
PELA GUATEMALA:

ROBERTO ALEJOS

FOR GUINEA:
POUR LA GUINÉE:
За Гвинею:
POR GUINEA:
PELA GUINÉ:

FOR HAITI:
POUR HAÏTI:
За Гаити:
POR HAITÍ:
PELO HAITI:

CARLET AUGUSTE

FOR HONDURAS:

POUR LE HONDURAS:

За Гондурас:

POR HONDURAS:

POR HONDURAS:

G. CÁCERES-P.

FOR HUNGARY:

POUR LA HONGRIE:

За Венгрию:

POR HUNGRÍA:

PELA HUNGRIA:

FOR ICELAND:

POUR L'ISLANDE:

За Исландию:

POR ISLANDIA:

PELA ISLÂNDIA:

FOR INDIA:

POUR L'INDE:

За Индию:

POR LA INDIA:

PELA INDIA:

S. K. Roy
29 November 1962

FOR INDONESIA:

POUR L'INDONÉSIE:

За Индонезию:

POR INDONESIA:

PELA INDONÉSIA:

L. N. PALAR
21 November 1962

FOR IRAN:

POUR L'IRAN:

За Иран:

POR IRÁN:

PELO IRÃO:

FOR IRAQ:

POUR L'IRAK:

За Ирак:

POR IRAK:

PELO IRAQUE:

FOR IRELAND:

POUR L'IRLANDE:

За Ирландию:

POR IRLANDA:

PELA IRLANDA:

FOR ISRAEL:
POUR ISRAËL:
За Израиль:
POR ISRAEL:
POR ISRAEL:

FOR ITALY:
POUR L'ITALIE:
За Италию:
POR ITALIA:
PELA ITÁLIA:

GIUSEPPE BRUSASCA

FOR THE IVORY COAST:
POUR LA CÔTE-D'IVOIRE:
За Берег Слоновой Кости:
POR LA COSTA DE MARFIL:
PELA COSTA DO MARFIM:

KONAN BÉDIÉ
24 octobre 1962

FOR JAMAICA:
POUR LA JAMAÏQUE:
За Ямайку:
POR JAMAICA:
PELA JAMÁICA:

FOR JAPAN:
POUR LE JAPON:
За Японию:
POR EL JAPÓN:
PELO JAPÃO:

Ad referendum
KATSUO OKAZAKI

FOR JORDAN:
POUR LA JORDANIE:
За Иорданию:
POR JORDANIA:
PELA JORDÂNIA:

FOR KUWAIT:
POUR LE KOWEIT:
За Кувейт:
POR KUWEIT:
PELO KUWEIT:

FOR LAOS:
POUR LE LAOS:
За Лаос:
POR LAOS:
POR LAUS:

FOR LEBANON:
POUR LE LIBAN:
За Ливан:
POR EL LÍBANO:
PELO LÍBANO:

Ad referendum
GEORGES HAKIM
12 October 1962

FOR LIBERIA:
POUR LE LIBÉRIA:
За Либерию:
POR LIBERIA:
PELA LIBÉRIA:

FOR LIBYA:
POUR LA LIBYE:
За Ливию:
POR LIBIA:
PELA LÍBIA:

FOR LUXEMBOURG:
POUR LE LUXEMBOURG:
За Люксембург:
POR LUXEMBURGO:
PELO LUXEMBURGO:

M. STEINMETZ
20 novembre 1962

FOR MADAGASCAR:
POUR MADAGASCAR:
За Мадагаскар:
POR MADAGASCAR:
POR MADAGASCAR:

L. RAKOTOMALALA

FOR MALI:
POUR LE MALI:
За Мали:
POR MALÍ:
POR MÁLI:

FOR MAURITANIA:
POUR LA MAURITANIE:
За Мавританию:
POR MAURITANIA:
PELA MAURITANIA:

FOR MEXICO:

POUR LE MEXIQUE:

За Мексику:

POR MÉXICO:

PELO MÉXICO:

Ad referendum

M. A. CORDERA JR.

FOR MONGOLIA:

POUR LA MONGOLIE:

За Монголию:

POR MONGOLIA:

PELA MONGÓLIA:

FOR MOROCCO:

POUR LE MAROC:

За Марокко:

POR MARRUECOS:

PELO MARROCOS:

FOR NEPAL:

POUR LE NÉPAL:

За Непал:

POR NEPAL:

PELO NEPAL:

FOR THE NETHERLANDS:

POUR LES PAYS-BAS:

За Нидерланды:

POR LOS PAÍSES BAJOS:

PELOS PAÍSES-BAIXOS:

C. W. A. SCHURMANN

November 30, 1962

FOR NEW ZEALAND:

POUR LA NOUVELLE-ZÉLANDE:

За Новую Зеландию:

POR NUEVA ZELANDIA:

PELA NOVA ZELÂNDIA:

F. H. CORNER

29 November 1962

FOR NICARAGUA:

POUR LE NICARAGUA:

За Никарагуа:

POR NICARAGUA:

POR NICARÁGUA:

Ad referendum

J. M. CASTILLO

Octubre 29, 1962

FOR THE NIGER:
POUR LE NIGER:
За Нигер:
POR EL NÍGER:
PELO NÍGER:

FOR NIGERIA:
POUR LA NIGÉRIA:
За Нигерию:
POR NIGERIA:
PELA NIGÉRIA:

S. O. ADEBO
29th November, 1962

FOR NORWAY:
POUR LA NORVÈGE:
За Норвегию:
POR NORUEGA:
PELA NORUEGA:

SIVERT A. NIELSEN
30 November 1962

FOR PAKISTAN:
POUR LE PAKISTAN:
За Пакистан:
POR EL PAKISTÁN:
PELO PAQUISTÃO:

FOR PANAMA:

POUR LE PANAMA:

За Панаму:

POR PANAMÁ:

PELO PANAMÁ:

Con anexo adjunto

J. M. SÁNCHEZ B.

8 de noviembre de 1962

En vista de que la Zona libre de Colón se considera fuera del territorio aduanero de la República, al firmar el Convenio Internacional del Café dejo constancia que los cafés que pasan en tránsito por la Zona libre de Colón, la República de Panamá los considera como cafés en tránsito internacional por dicha zona y que por consiguiente no pueden ser considerados como cafés importados a la República y reexportados de ella, sino únicamente cafés en tránsito procedentes de países productores a cuya cuota de exportación deben ser imputados, y con destino a países consumidores a cuya cuota de importación deben ser igualmente imputados¹.

FOR PARAGUAY:

POUR LE PARAGUAY:

За Парагвай

POR EL PARAGUAY:

PELO PARAGUAI:

FOR PERU:

POUR LE PÉROU:

За Перу:

POR EL PERÚ:

PELO PERU:

LUIS EDGARDO LLOSA

Translation by the Secretariat of the United Nations:

¹ In view of the fact that the Free Zone of Colón is considered to be outside the customs territory of the Republic, I hereby place on record, in signing the International Coffee Agreement, that coffee passing in transit through the Free Zone of Colón is regarded by the Republic of Panama as coffee in international transit through the said zone and that consequently it cannot be regarded as coffee imported into or re-exported from the Republic, but solely as coffee in transit proceeding from the producing country, to whose export quota it should be charged, and bound for the consuming country, to whose import quota it should be charged.

Traduction du Secrétariat des Nations Unies:

¹ La Zone libre de Colón étant considérée comme en dehors du territoire douanier de la République, j'ai l'honneur de déclarer, en signant l'Accord international sur le café, que la République du Panama considère que le café qui est en transit dans la Zone libre de Colón est en transit international dans cette zone et que, par conséquent, ce café ne peut pas être considéré comme étant importé dans la République et réexporté de la République, mais qu'il ne peut être considéré que comme un produit en transit, qui vient de pays producteurs sur le contingent d'exportation desquels il doit être imputé, et va à des pays consommateurs sur le contingent d'importation desquels il doit être également imputé.

FOR THE PHILIPPINES:

POUR LES PHILIPPINES:

За Филиппины:

POR FILIPINAS:

PELAS FILIPINAS:

FOR POLAND:

POUR LA POLOGNE:

За Польшу:

POR POLONIA:

PELA POLÔNIA:

FOR PORTUGAL:

POUR LE PORTUGAL:

За Португалию:

POR PORTUGAL:

POR PORTUGAL:

VASCO VIEIRA GARIN

29th November 1962

FOR THE REPUBLIC OF KOREA:

POUR LA RÉPUBLIQUE DE CORÉE:

За Корейскую Республику:

POR LA REPÚBLICA DE COREA:

PELA REPÚBLICA DA CORÉIA:

FOR THE REPUBLIC OF VIET-NAM:

POUR LA RÉPUBLIQUE DU VIET-NAM:

За Республику Вьетнам:

POR LA REPÚBLICA DE VIET-NAM:

PELA REPÚBLICA DO VIETNAM:

FOR ROMANIA:

POUR LA ROUMANIE:

За Румынию:

POR RUMANIA:

PELA RUMÂNIA:

FOR RWANDA:

POUR LE RWANDA:

За Руанду:

POR RWANDA:

PEOR RUANDA:

MARTIN UZAMUGURA

Représentant permanent

Ambassadeur du Rwanda auprès de l'ONU

2 octobre 1962

FOR SAUDI ARABIA:

POUR L'ARABIE SAOUDITE:

За Саудовскую Аравию:

POR ARABIA SAUDITA:

PELA ARÁBIA SAUDITA:

FOR SENEGAL:

POUR LE SÉNÉGAL:

За Сенегал:

POR EL SENEGRAL:

PELO SENEGRAL:

FOR SIERRA LEONE:

POUR LE SIERRA LEONE:

За Сьерра-Леоне:

POR SIERRA LEONA:

POR SERRA LEOA:

GERSHON B. O. COLLIER

Permanent Representative of Sierra Leone

30th November, 1962

FOR SOMALIA:

POUR LA SOMALIE:

За Сомали:

POR SOMALIA:

PELA SOMÁLIA:

FOR SOUTH AFRICA:

POUR L'AFRIQUE DU SUD:

За Южную Африку:

POR SUDÁFRICA:

PELA ÁFRICA DO SUL:

FOR SPAIN:

POUR L'ESPAGNE:

За Испанию:

POR ESPAÑA:

PELA ESPANHA:

JOSÉ F. DE LEQUERICA

FOR THE SUDAN:

POUR LE SOUDAN:

За Судан:

POR EL SUDÁN:

PELO SUDÃO:

FOR SWEDEN:

POUR LA SUÈDE:

За Швецию:

POR SUECIA:

PELA SUÉCIA:

AGDA RÖSSEL

October 5, 1962

FOR SWITZERLAND:

POUR LA SUISSE:

За Швейцарию:

POR SUIZA:

PELA Suíça:

ERNEST A. THALMANN

30 novembre 1962

FOR SYRIA:

POUR LA SYRIE:

За Сирию:

POR SIRIA:

PELA SÍRIA:

FOR TANGANYIKA:

POUR LE TANGANYIKA:

За Танганьику:

POR TANZANIA:

POR TANZANICA:

A. Z. NSILO SWAI

FOR THAILAND:

POUR LA THAÏLANDE:

За Таиланд:

POR TAILANDIA:

PELA TAILÂNDIA:

FOR TOGO:

POUR LE TOGO:

За Того:

POR EL TOGO:

PELO TOGO:

FOR TRINIDAD AND TOBAGO:

POUR LA TRINITÉ ET TOBAGO:

За Тринидад и Тобаго:

POR TRINIDAD Y TOBAGO:

POR TRINIDAD E TOBAGO:

ELLIS CLARKE
30th November, 1962

FOR TUNISIA:

POUR LA TUNISIE:

За Тунис:

POR TÚNEZ:

PELA TUNÍSIA:

FOR TURKEY:

POUR LA TURQUIE:

За Турцию:

POR TURQUÍA:

PELA TURQUIA:

FOR UGANDA:

POUR L'UGANDA:

За Уганду:

POR UGANDA:

POR UGANDA:

APOLLO K. KIRONDE
21st November 1962

FOR THE UKRAINIAN SOVIET SOCIALIST REPUBLIC:

POUR LA RÉPUBLIQUE SOCIALISTE SOVIÉTIQUE D'UKRAINE:

За Украинскую Советскую Социалистическую Республику:

POR LA REPÚBLICA SOCIALISTA Soviética de UCRANIA:

PELA REPÚBLICA SOCIALISTA Soviética da UCRÂNIA:

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:

POUR L'UNION DES RÉPUBLIQUES SOCIALISTES SOVIÉTIQUES:

За Союз Советских Социалистических Республик:

POR LA UNIÓN DE REPÚBLICAS SOCIALISTAS Soviéticas:

PELO UNIÃO DAS RÉPÚBLICAS SOCIALISTAS Soviéticas:

А. ДОБРЫНИН

С прилагаемой декларацией.

23/XI 62

Правительство Союза Советских Социалистических Республик, желая содействовать расширению и укреплению экономического сотрудничества между странами на базе равноправия и взаимной выгоды, поддерживает международные мероприятия, направленные на стабилизацию рынков сырьевых и продовольственных товаров. Такая политика отвечает интересам всех стран, особенно слаборазвитых в экономическом отношении, поскольку экономика этих стран в значительной степени зависит от состояния рынков сырьевых и продовольственных товаров.

Учитывая, что международное соглашение по кофе является единственным международным инструментом, имеющим своей целью стабилизацию рынка кофе и решение других проблем в области кофе, Правительство Союза Советских Социалистических Республик, желая содействовать достижению этой цели, подписало указанное соглашение.

Ввиду того, что в статье 47 (3) Соглашения содержится ссылка на то, что деятельность правительственные импортных монополий и официальных закупочных агентств в большей или меньшей степени препятствует увеличению потребления кофе, Правительство Союза Советских Социалистических Республик считает необходимым заявить, что указанная ссылка не может толковаться как распространяющаяся на монополию внешней торговли СССР.

Внешняя торговля СССР ведется на основе государственной монополии, которая закреплена в Конституции СССР и является органическим следствием и неотъемлемой частью социально-экономического строя СССР.

Монополия внешней торговли имеет своей целью содействие экономическому развитию страны. Как подтверждает почти сорокапятилетняя история советской внешней торговли, монополия внешней торговли СССР обеспечивает всестороннее развитие торговли со всеми странами, независимо от их общественного строя и уровня развития. Достаточно сказать, что СССР ведет торговлю более чем с 80 странами и его внешне-торговый оборот в 1961 г. (в сопоставимых ценах) возрос почти в два раза по сравнению с 1955 г. и превысил уровень 1938 г. почти в 10 раз. Монополия внешней торговли не препятствует, а, наоборот, содействует развитию внешней торговли.

Искажение сущности монополии внешней торговли СССР и ее целей не может ни к чему привести и является попыткой дезинформации общественных и деловых кругов о сущности экономических связей СССР.

Правительство Союза Советских Социалистических Республик просит Секретариат Организации Объединенных Наций распространить настояще Заявление правительствам стран, принявшим участие в Конференции ООН по кофе¹.

Translation by the Secretariat of the United Nations:

¹ The Government of the Union of Soviet Socialist Republics, desirous of promoting the expansion and strengthening of economic co-operation among countries on the basis of equality and mutual benefit, upholds international measures aimed at stabilizing the markets for raw materials and foodstuffs. Such a policy meets the interests of all countries, especially the economically underdeveloped countries, for the economy of the latter is dependent to a substantial degree on conditions in the markets for raw materials and foodstuffs.

Whereas the International Coffee Agreement is the only international instrument aimed at stabilizing the coffee market and solving other coffee problems, the Government of the Union of Soviet Socialist Republics, desirous of facilitating the achievement of this aim, has signed the aforesaid Agreement.

In view of the fact that article 47 (3) of the Agreement contains a reference to the effect that operations of Government import monopolies and official purchasing agencies to a

Traduction du Secrétariat des Nations Unies:

¹ Le Gouvernement de l'Union des Républiques socialistes soviétiques, désireux d'aider à étendre et à renforcer la coopération économique entre les pays sur la base de l'égalité des droits et de l'avantage mutuel, appuie les mesures internationales destinées à stabiliser le marché des matières premières et des denrées alimentaires. Une telle politique sert les intérêts de tous les pays, en particulier ceux des pays économiquement sous-développés, dont l'économie dépend dans une large mesure de la situation du marché des matières premières et des denrées alimentaires.

L'Accord international sur le café étant le seul instrument international qui ait pour but de stabiliser le marché du café et de régler d'autres problèmes liés au café, le Gouvernement de l'Union des Républiques socialistes soviétiques, souhaitant contribuer à la réalisation de cet objectif, a signé cet accord.

Comme le paragraphe 3 de l'article 47 de l'Accord déclare que les opérations des monopoles gouvernementaux ou des organismes officiels d'achat peuvent entraver, dans des

Translation by the Secretariat of the United Nations—Continued

greater or lesser extent hinder the increase in consumption of coffee, the Government of the Union of Soviet Socialist Republics believes it necessary to state that the above-mentioned reference cannot be interpreted as applicable to the foreign-trade monopoly of the USSR.

Soviet foreign trade is conducted on the basis of state monopoly, which has been fixed in the Constitution of the USSR and which is an organic consequence and an integral part of the socio-economic system of the USSR.

The foreign-trade monopoly is aimed at promoting the economic development of the country. As the history of nearly forty-five years of Soviet foreign trade confirms, the USSR foreign-trade monopoly ensures the comprehensive development of trade with all countries, irrespective of their social systems and levels of development. Suffice it to say that the USSR is trading with more than eighty countries and the volume of Soviet foreign trade in 1961 (in comparable prices) almost doubled as compared with 1955 and exceeded the 1938 level almost ten times. The foreign-trade monopoly, far from hindering, actually promotes the development of foreign trade.

Distorting the nature of the Soviet foreign-trade monopoly and its goals can lead nowhere and is an attempt to misinform the public and business circles with regard to the nature of the economic ties of the USSR.

Traduction du Secrétariat des Nations Unies—Suite

proportions plus ou moins grandes, l'augmentation de la consommation du café, le Gouvernement de l'Union des Républiques socialistes soviétiques estime nécessaire de déclarer que ce passage ne peut être interprété comme s'appliquant au monopole du commerce extérieur de l'URSS.

Le commerce extérieur de l'URSS se fait sous le régime du monopole d'Etat, institué par la Constitution de l'URSS et qui est une conséquence organique du système social et économique de l'URSS et en fait partie intégrante.

Le monopole du commerce extérieur a pour but d'avancer le développement économique du pays. L'histoire du commerce extérieur de l'Union soviétique, longue de près de 45 ans, confirme que le monopole du commerce extérieur de l'URSS assure le développement harmonieux de ses échanges extérieurs avec tous les pays, indépendamment de leur système social et de leur niveau de développement. Il suffit d'indiquer que l'URSS entretient des relations commerciales avec plus de 80 pays et qu'en 1961 le volume de ses échanges avec l'étranger (en prix comparables) avait presque doublé depuis 1955 et était près de 10 fois celui de 1938. Loin d'entraver le développement du commerce extérieur, le monopole du commerce extérieur aide au contraire à l'avancer.

Il est inutile d'essayer de travestir le caractère et les buts du monopole du commerce extérieur de l'URSS: c'est chercher à induire en erreur les milieux officiels et les milieux d'affaires sur le caractère des relations économiques de l'URSS.

FOR THE UNITED ARAB REPUBLIC:

POUR LA RÉPUBLIQUE ARABE UNIE:

За Объединенную Арабскую Республику:

POR LA REPÚBLICA ARABE UNIDA:

PELA REPÚBLICA ARABE UNIDA:

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:

POUR LE ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD:

За Соединенное Королевство Великобритании и Северной Ирландии:

POR EL REINO UNIDO DE GRAN BRETAÑA E IRLANDA DEL NORTE:

PELO REINO UNIDO DA GRÃ-BRÉTANHA E IRLANDA DO NORTE:

PATRICK DEAN

FOR THE UNITED STATES OF AMERICA:
POUR LES ETATS-UNIS D'AMÉRIQUE:
За Соединенные Штаты Америки:
POR LOS ESTADOS UNIDOS DE AMÉRICA:
PELOS ESTADOS UNIDOS DA AMÉRICA:

W. MICHAEL BLUMENTHAL

FOR THE UPPER VOLTA:
POUR LA HAUTE-VOLTA:
За Верхнюю Вольту:
POR EL ALTO VOLTA:
PELO ALTO VOLTA:

FOR URUGUAY:
POUR L'URUGUAY:
За Уругвай:
POR EL URUGUAY:
PELO URUGUAI:

FOR VENEZUELA:
POUR LE VENEZUELA:
За Венесуэлу:
POR VENEZUELA:
PELA VENEZUELA:

Ad referendum
MAURICIO BÁEZ

FOR YEMEN:
POUR LE YÉMEN:
За Йемен:
POR EL YEMEN:
PELO IÉMEN:

FOR YUGOSLAVIA:
POUR LA YOUGOSLAVIE:
За Югославию:
POR YUGOESLAVIA:
PELA IUGOSLÁVIA:

UNITED NATIONS COFFEE CONFERENCE, 1962

ANNEXES**TO THE****INTERNATIONAL COFFEE AGREEMENT, 1962**

ANNEX A

Basic Export Quotas

(60-kilogramme bags)

Brazil	18,000,000
Colombia	6,011,280
Costa Rica	950,000
Cuba	200,000
Dominican Republic ^a	425,000
Ecuador	552,000
El Salvador	1,429,500
Guatemala	1,344,500
Haiti ^a	420,000
Honduras	285,000
Mexico	1,509,000
Nicaragua	419,100
Panama	26,000
Peru	580,000
Venezuela	475,000
Cameroun	762,795
Central African Republic	150,000
Congo (Brazzaville)	11,000
Dahomey	37,224
Gabon	18,000
Ivory Coast	2,324,278
Malagasy Republic	828,828
Togo	170,000
Kenya	516,835
Uganda	1,887,737
Tanganyika	435,458
Portugal	2,188,648
Congo (Leopoldville) ^b	700,000
Ethiopia	850,000
India	360,000
Indonesia	1,176,000
Nigeria	18,000
Rwanda and Burundi ^b	340,000
Sierra Leone	65,000
Trinidad	44,000
Yemen	77,000
<hr/>	
GRAND TOTAL	45,587,183

Note: Foot-notes ^a and ^b are on following page.

Foot-notes ^a and ^b from preceding page

- ^a The Republic of Haiti and the Dominican Republic shall be permitted to export 20 per cent more than their respective adjusted basic quotas in the coffee year 1963-64. In no event, however, shall such increases be taken into account for the purpose of calculating the distribution of votes. In the review of the Agreement, provided for in Article 72, the two-year production cycle in those countries shall be given special consideration.
- ^b In the first coffee year, the Republic of the Congo (Leopoldville), after presentation to the Council of acceptable evidence of an exportable production larger than 700,000 bags, shall be authorized by the Council to export up to 900,000 bags. In the second and third coffee years it is permitted to increase its coffee exports by an amount not to exceed 20 per cent over those for the previous year. After presentation to the Council of acceptable evidence of an exportable production larger than 340,000 bags, Rwanda and Burundi may be authorized by the Council to export a combined total of up to 450,000 bags in the first coffee year, 500,000 bags in the second coffee year and 565,000 bags in the third coffee year. In no event, however, shall the increases allowed those countries in the first three years be taken into account for the purpose of calculating the distribution of votes.

ANNEX B

Non-quota Countries of Destination, referred to
in Article 40, Chapter VII

The geographical areas below are non-quota countries for purposes of this Agreement:

Bahrein
Basutoland
Bechuanaland
Ceylon
China (Taiwan)
China (mainland)
Federation of Rhodesia and Nyasaland
Hungary
Iran
Iraq
Japan
Jordan
Kuwait
Muscat and Oman
Oman
Philippines
Poland
Qatar
Republic of Korea
North Korea
Republic of Viet-Nam
North Viet-Nam
Romania
Saudi Arabia
Somalia
South West Africa
Sudan
Swaziland
Thailand
Republic of South Africa
Union of Soviet Socialist Republics

ANNEX C

Certificate of Origin

This certificate is made pursuant to the International Coffee Agreement. A copy of this certificate must be submitted with export documents and will be required for export (and import) clearance.

No. _____ Member _____
(to be cited in any
future correspondence) (producing country)

I hereby certify that the green, soluble, roasted, semi-roasted or other coffee described below has been produced in _____ (producing country).

per S.S.: or other carrier
from: (name of port or other point
of embarkation)
to: (name of port or country
of final destination)
via:
on or about: (date)

Shipping Marks or other identification	Quantity (number of units)	Total Weight Kg.	lbs.	Observations
<u>Green</u>		Gross _____	Gross _____	
		Net _____	Net _____	
<u>Roasted or</u>		Gross _____	Gross _____	
<u>Soluble</u>		Net _____	Net _____	
<u>Other (specify)</u>				

Date _____

Signature _____
(Certifying Officer)

(Certifying Agency)

ANNEX D

List of Exports and Imports in 1961

I. EXPORTS

(thousands of 60-kilogramme bags)

<u>Country</u>	<u>Bags</u>	<u>Per cent</u>	<u>Country</u>	<u>Bags</u>	<u>Per cent</u>
Bolivia	^a	0.0	Liberia	41	0.1
Brazil	16,971	39.2	Madagascar	651	1.5
Burundi and Rwanda	397	0.9	Mauritania	^a	0.0
Cameroon	591	1.4	Mexico	1,483	3.5
Central African Republic	121	0.3	Nicaragua	349	0.8
Colombia	5,651	13.1	Nigeria	^a	0.0
Congo (Brazzaville)	^a	0.0	Panama	^a	0.0
Congo (Leopoldville)	499	1.2	Paraguay	25	0.1
Costa Rica	835	1.9	Peru	567	1.3
Cuba	85	0.2	Portugal	1,976	4.5
Dahomey	40	0.1	Rwanda (see Burundi)		
Dominican Republic	327	0.8	Sierra Leone	85	0.2
Ecuador	381	0.9	Tanganyika	438	1.0
El Salvador	1,430	3.3	Togo	171	0.4
Ethiopia	950	2.2	Trinidad and Tobago	38	0.1
Gabon	^a	0.0	United Kingdom		
Ghana	28	0.1	(Kenya)	536	1.2
Guatemala	1,255	2.9	United Kingdom		
Guinea	200	0.5	(Uganda)	1,806	4.2
Haiti	348	0.8	Upper Volta	^a	0.0
Honduras	210	0.5	Venezuela	406	0.9
India	539	1.2	Yemen	80	0.2
Indonesia	1,091	2.5			
Ivory Coast	2,618	6.0	Total.....	43,219	100.0
Jamaica	^a	0.0			

^a Less than 22,000 bags.

II. IMPORTS

(thousands of 60-kilogramme bags)

<u>Country</u>	<u>Bags</u>	<u>Per cent</u>	<u>Country</u>	<u>Bags</u>	<u>Per cent</u>
Afghanistan	a	0.0	Luxembourg (included in Belgium)		
Albania	a	0.0	Mali	a	0.0
Argentina	574	1.3	Mongolia	a	0.0
Australia	156	0.4	Morocco	129	0.3
Austria	218	0.5	Nepal	a	0.0
Belgium	1,036	2.4	Netherlands	1,147	2.6
Bulgaria	60	0.1	New Zealand	35	0.1
Burma	a	0.0	Niger	a	0.0
Byelorussian SSR (included in USSR)			Norway	450	1.0
Cambodia	a	0.0	Pakistan	a	0.0
Canada	1,119	2.6	Philippines	a	0.0
Ceylon	a	0.0	Poland	89	0.2
Chad	a	0.0	Republic of Korea	a	0.0
Chile	113	0.3	Republic of Viet-		
China	a	0.0	Nam	a	0.0
Cyprus	a	0.0	Romania	a	0.0
Czechoslovakia	175	0.4	Saudi Arabia	a	0.0
Denmark	727	1.7	Senegal	a	0.0
Federal Republic of Germany	3,540	8.1	Somalia	a	0.0
Federation of Malaya	109	0.2	South Africa	185	0.4
Federation of Rhodesia and Nyasaland	a	0.0	Spain	300	0.7
Finland	638	1.5	Sudan	154	0.3
France	3,882	8.9	Sweden	1,295	3.0
Greece	132	0.3	Switzerland	541	1.2
Hungary	39	0.1	Syria	31	0.1
Iceland	29	0.1	Thailand	83	0.2
Iran	a	0.0	Tunisia	48	0.1
Iraq	a	0.0	Turkey	36	0.1
Ireland	a	0.0	Ukrainian SSR (in- cluded in USSR)		
Israel	74	0.2	Union of Soviet Socialist Repub-		
Italy	1,753	4.0	lics	371	0.9
Japan	244	0.6	United Arab Re-		
Jordan	23	0.1	public	70	0.2
Kuwait	a	0.0	United Kingdom	978	2.3
Laos	a	0.0	United States	22,464	51.7
Lebanon	158	0.4	Uruguay	45	0.1
Libya	a	0.0	Yugoslavia	143	0.3
			Total-----	43,393	100.0

* Less than 22,000 bags.

CONFERENCE DES NATIONS UNIES SUR LE CAFE, 1962

ANNEXES

A

L'ACCORD INTERNATIONAL DE 1962 SUR LE CAFE

ANNEXE A

Contingents de base
(Sacs de 60 kg)

Brésil	18 000 000
Colombie	6 011 280
Costa Rica	950 000
Cuba	200 000
République Dominicaine ^{a/}	425 000
Équateur	552 000
Salvador	1 429 500
Guatemala	1 344 500
Haïti ^{a/}	420 000
Honduras	285 000
Mexique	1 509 000
Nicaragua	419 100
Panama	26 000
Pérou	580 000
Venezuela	475 000
Cameroun	762 795
République centrafricaine	150 000
Congo (Brazzaville)	11 000
Dahomey	37 224
Gabon	18 000
Côte-d'Ivoire	2 324 278
Madagascar	828 828
Togo	170 000
Kenya	516 835
Ouganda	1 887 737
Tanganyika	435 458
Portugal	2 188 648
Congo (Léopoldville) ^{b/}	700 000
Ethiopie	850 000
Inde	360 000
Indonésie	1 176 000
Nigéria	18 000
Rwanda et Burundi ^{b/}	340 000
Sierra-Leone	65 000
Trinidad	44 000
Yémen	77 000
 TOTAL GENERAL	 45 587 183

- a/ Pendant l'année caférière 1963/64, la République haïtienne et la République Dominicaine seront autorisées à exporter 20 p. 100 de plus que leur contingent de base après ajustement. Mais en aucun cas ces majorations n'entreront en ligne de compte pour le calcul du nombre de leurs voix. Lors de la révision de l'Accord que prévoit l'Article 72, le cycle bisannuel de production de ces deux pays retiendra tout particulièrement l'attention.
- b/ Si la République du Congo (Léopoldville) prouve à la satisfaction du Conseil que sa production exportable de la première année caférière est supérieure à 700 000 sacs, le Conseil l'autorisera à exporter jusqu'à 900 000 sacs de café. Pendant la deuxième et la troisième années caférières, elle pourra augmenter ses exportations de café d'au maximum 20 p. 100 de la quantité exportée l'année précédente. Si le Rwanda et le Burundi prouvent à la satisfaction du Conseil que les quantités exportables qu'ils produisent sont supérieures à 340 000 sacs, le Conseil peut les autoriser à exporter ensemble jusqu'à 450 000 sacs pendant la première année caférière, 500 000 pendant la deuxième et 565 000 pendant la troisième. Mais en aucun cas les majorations accordées à ces pays pendant les trois premières années caférières n'entreront en ligne de compte pour le calcul du nombre de leurs voix.

ANNEXE B

Destinataires éventuels des exportations hors contingent visées
à l'Article 40 (chapitre VII)

Aux fins du présent Accord, les pays dont la liste suit sont ceux qui peuvent recevoir des exportations hors contingent.

Arabie Saoudite
Bahreïn
Bassoutoland
Betchouanaland
Ceylan
Chine (Taïwan)
Chine continentale
Corée du Nord
Fédération des Rhodésies et du Nyassaland
Hongrie
Irak
Iran
Japon
Jordanie
Katar
Koweït
Mascate et Oman
Oman
Philippines
Pologne
République de Corée
République sud-africaine
République du Viet-Nam
Roumanie
Somalie
Souaziland
Soudan
Sud-Ouest africain
Thaïlande
Union des Républiques socialistes soviétiques
Viet-Nam du Nord

ANNEXE C

Certificat d'origine

Le présent certificat répond aux exigences de l'Accord international sur le café. Un exemplaire de ce certificat doit être joint aux documents d'exportation; il sera exigé à l'exportation (et à l'importation).

No _____ Membre : _____
 _____ (à rappeler dans la correspondance) (pays producteur)

Le soussigné certifie que le café vert, soluble, torréfié, semi-torréfié ou autre décrit ci-dessous est un produit d _____ (nom du pays).

Transporteur _____ (navire ou autre moyen de transport)

Départ _____ (nom du port ou autre point d'embarquement)

Destination _____ (nom du port ou pays de dernière destination)

Via _____

Le ou aux environs du _____ (date)

Marques d'expédition ou autre signe d'identité	Quantité (nombre de colis)	Poids total (kg) (lbs)	Observations
--	-------------------------------	---------------------------	--------------

<u>Café vert</u>	Brut	Brut	
------------------	------	------	--

Net	Net
-----	-----

Brut	Brut
------	------

Net	Net
-----	-----

Divers (préciser)

Date _____	Signature _____
------------	-----------------

(Fonctionnaire responsable)

_____ (Organisme certifiant)

ANNEXE D

Liste des exportations et des importations de 1961

I. EXPORTATIONS

(en milliers de sacs de 60 kg)

<u>Pays</u>	<u>Sacs</u>	<u>Pourcentage</u>	<u>Pays</u>	<u>Sacs</u>	<u>Pourcentage</u>
Bolivie	a/	0,0	Libéria	41	0,1
Brésil	16 971	39,2	Madagascar	651	1,5
Burundi et Rwanda	397	0,9	Mauritanie	a/	0,0
Cameroun	591	1,4	Mexique	1 483	3,5
Colombie	5 651	13,1	Nicaragua	349	0,8
Congo (Brazzaville)	a/	0,0	Nigéria	a/	0,0
Congo (Léopoldville)	499	1,2	Panama	a/	0,0
Costa Rica	835	1,9	Paraguay	25	0,1
Côte-d'Ivoire	2 618	6,0	Pérou	567	1,3
Cuba	85	0,2	Portugal	1 976	4,5
Dahomey	40	0,1	République centrafricaine	121	0,3
Équateur	381	0,9	République Dominicaine	327	0,8
Ethiopie	950	2,2	Royaume-Uni (Kenya)	536	1,2
Gabon	a/	0,0	Royaume-Uni (Ouganda)	1 806	4,2
Ghana	28	0,1	Rwanda (voir Burundi)		
Guatemala	1 255	2,9	Salvador	1 430	3,3
Guinée	200	0,5	Sierra Leone	85	0,2
Haiti	348	0,8	Tanganyika	438	1,0
Haute-Volta	a/	0,0	Trinidad et Tobago	38	0,1
Honduras	210	0,5	Togo	171	0,4
Inde	539	1,2	Venezuela	406	0,9
Indonésie	1 091	2,5	Yémen	80	0,2
Jamaïque	a/	0,0	Total des exportations	43 219	100,0

a/ Moins de 22 000 sacs.

II. IMPORTATIONS
(en milliers de sacs de 60 kg)

Pays	Sacs	Pourcentage	Pays	Sacs	Pourcentage
Afghanistan	a/	0,0	Liban	158	0,4
Albanie	a/	0,0	Libye	a/	0,0
Allemagne (République fédérale d')	5 540	8,1	Luxembourg (compris dans Belgique)		
Arabie Saoudite	a/	0,0	Mali	a/	0,0
Argentine	574	1,3	Maroc	129	0,3
Australie	156	0,4	Mongolie	a/	0,0
Autriche	218	0,5	Népal	a/	0,0
Belgique	1 036	2,4	Niger	a/	0,0
Biélorussie (RSS de) (compris dans URSS)			Norvège	450	1,0
Birmanie	a/	0,0	Nouvelle-Zélande	35	0,1
Bulgarie	60	0,1	Pakistan	a/	0,0
Cambodge	a/	0,0	Pays-Bas	1 147	2,6
Canada	1 119	2,6	Philippines	a/	0,0
Ceylan	a/	0,0	Pologne	89	0,2
Chili	113	0,3	République arabe unie	70	0,2
Chine	a/	0,0	République de Corée	a/	0,0
Chypre	a/	0,0	République du Viet-Nam	a/	0,0
Danemark	727	1,7	République sud-africaine	185	0,4
Espagne	300	0,7	Roumanie	a/	0,0
Etats-Unis d'Amérique	22 464	51,7	Royaume-Uni	978	2,3
Fédération de Malaisie	109	0,2	Sénégal	a/	0,0
Fédération des Rhodésies et du Nyassaland	a/	0,0	Somalie	a/	0,0
Finlande	638	1,5	Soudan	154	0,3
France	3 882	8,9	Suède	1 295	3,0
Grèce	152	0,3	Suisse	541	1,2
Hongrie	39	0,1	Syrie	31	0,1
Irak	a/	0,0	Tchad	a/	0,0
Iran	a/	0,0	Tchécoslovaquie	175	0,4
Irlande	a/	0,0	Thaïlande	83	0,2
Islande	29	0,1	Tunisie	48	0,1
Israël	74	0,2	Turquie	36	0,1
Italie	1 753	4,0	Ukraine (RSS d') (compris dans URSS)		
Japon	244	0,6	Union des Républiques socialistes soviétiques	371	0,9
Jordanie	23	0,1	Uruguay	45	0,1
Koweit	a/	0,0	Yougoslavie	143	0,3
Laos	a/	0,0	Total des importations	43 393	100,0

a/ Moins de 22 000 sacs.

**КОНФЕРЕНЦИЯ 1962 ГОДА ОРГАНИЗАЦИИ ОБЪЕДИНЕННЫХ НАЦИЙ
ПО ВОПРОСУ О КОФЕ**

ПРИЛОЖЕНИЯ

к

МЕЖДУНАРОДНОМУ СОГЛАШЕНИЮ 1962 ГОДА ПО КОФЕ

ПРИЛОЖЕНИЕ А

ОСНОВНЫЕ ЭКСПОРТНЫЕ КВОТЫ
(В шестидесятикилограммовых мешках)

Бразилия	18 000 000
Колумбия	6 011 280
Венесуэла	475 000
Гаити ^а	420 000
Гватемала	1 344 500
Гондурас	285 000
Доминиканская Республика ^а	425 000
Коста-Рика	950 000
Куба	200 000
Мексика	1 509 000
Никарагуа	419 100
Панама	26 000
Перу	580 000
Сальвадор	1 429 500
Эквадор	552 000
Берег Слоновой Кости	2 324 278
Габон	18 000
Дагомея	37 224
Камерун	762 795
Конго (Браззавиль)	11 000
Мальгашская Республика	828 828
Того	170 000
Центральноафриканская Республика	150 000
Кения	516 835
Танганьика	435 458
Уганда	1 887 737
Португалия	2 188 648

ПРИЛОЖЕНИЕ А (продолжение)

Индия	360 000
Индонезия	1 176 000
Йемен	77 000
Конго (Леопольдвиль) ^b	700 000
Нигерия	18 000
Руанда-Бурунди ^b	340 000
Сьерра-Леоне	65 000
Тринидад	44 000
Эфиопия	850 000

ОБЩИЙ ИТОГ 45 587 183

^a Республике Гаити и Доминиканской Республике будет разрешено увеличить экспорт на 20 процентов сверх своих соответствующих управляемых основных квот в 1963/1964 кофейном году. Однако это увеличение ни в коем случае не должно приниматься в расчет при распределении голосов. При пересмотре Соглашения, предусмотренном в статье 72, будет уделено особенное внимание двухгодичному производственному циклу в этих странах.

^b В первом кофейном году Республике Конго (Леопольдвиль), после представления в Совет приемлемых доказательств наличия годной для экспорта продукции в размере более 700 000 мешков, Советом будет разрешено экспортировать до 900 000 мешков. Во втором и третьем кофейных годах ей разрешается увеличить свой экспорт кофе не более чем на 20 процентов экспорта кофе за предыдущий год. После представления в Совет приемлемых доказательств наличия пригодной к экспорту продукции в размере более 340 000 мешков, Руанда-Бурунди может быть разрешено Советом экспортировать в общей сложности до 450 000 мешков в первом кофейном году, до 500 000 мешков - во втором кофейном году и до 565 000 мешков - в третьем кофейном году. Однако ни в коем случае разрешенное этим странам в первые три года увеличение не должно приниматься в расчет при распределении голосов.

ПРИЛОЖЕНИЕ В

Неквотные страны-получательницы, упоминаемые в
статье 40 главы VII

Упоминаемые ниже географические районы являются неквотными странами по смыслу этого Соглашения.

Базутоленд
Бахрейн
Бечуаналенд
Венгрия
Иордания
Ирак
Иран
Катар
Китай (материковая территория)
Китай (тайвань)
Корейская Республика
Кувейт
Мускат и Оман
Оман
Польша
Республика Вьетнам
Румыния
Саудовская Аравия
Свазиленд
Северная Корея
Северный Вьетнам
Сомали
Союз Советских Социалистических Республик
Судан
Таиланд
Федерация Родезии и Ньясаленда
Филиппины
Цейлон
Юго-Западная Африка
Южно-Африканская Республика
Япония

ПРИЛОЖЕНИЕ С

СВИДЕТЕЛЬСТВО О ПРОИСХОЖДЕНИИ ТОВАРА

Настоящее свидетельство составлено во исполнение Международного соглашения по кофе. Копия этого свидетельства должна быть представлена с экспортными документами и необходима для очистки экспорта (и импорта).

№ _____ Участник _____
 (должен указываться при _____ (страна производства)
 любой будущей переписке)

Настоящим удостоверяю, что зеленый, растворимый, обжаренный, полуобжаренный или иной кофе, указанный ниже, был произведен в _____ (страна, производящая кофе).

отправляется пароходом:

или иначе

из:

(наименование порта или другого пункта погрузки)

в:

(наименование порта или страны окончательного назначения)

через:

приблизительно:

(дата)

Отметки об отправке или другие признаки	Количество (число единиц)	Общий вес в кг	Общий вес в фун.	Примечания
--	------------------------------	-------------------	---------------------	------------

Брутто Брутто

Зеленый

Нетто Нетто

_____ _____

Обжаренный или
растворимый

Брутто Брутто

Нетто Нетто

_____ _____

ПРИЛОЖЕНИЕ С (продолжение)

Отметки об отправке или другие признаки (число единиц)	Количество	Общий вес в кг	Примечания в фун.
--	------------	-------------------	----------------------

Прочий (указать)

Дата _____

Подпись

(Должностное лицо, выдающее
свидетельство)

(Учреждение, выдающее свиде-
тельство)

ПРИЛОЖЕНИЕ D

ДАННЫЕ ОБ ЭКСПОРТЕ И ИМПОРТЕ ЗА 1961 ГОД

I. ЭКСПОРТ
(в тысячах шестидесятикилограммовых мешков)

<u>Страна</u>	<u>Число мешков</u>	<u>Процент</u>
Берег Слоновой Кости	2 618	6,0
Боливия	a	0,0
Бразилия	16 971	39,2
Бурунди и Руанда	397	0,9
Венесуэла	406	0,9
Верхняя Вольта	a	0,0
Габон	a	0,0
Гаити	348	0,8
Гана	28	0,1
Гватемала	1 255	2,9
Гвинея	200	0,5
Гондурас	210	0,5
Дагомея	40	0,1
Доминиканская Республика	327	0,8
Индия	539	1,2
Индонезия	1 091	2,5
Йемен	80	0,2
Камерун	591	1,4
Колумбия	5 651	13,1
Конго (Браззавиль)	a	0,0
Конго (Леопольдville)	499	1,2
Коста-Рика	835	1,9
Куба	85	0,2
Либерия	41	0,1

ПРИЛОЖЕНИЕ D (продолжение)

I. ЭКСПОРТ

<u>Страна</u>	<u>Число мешков</u>	<u>Процент</u>
Мавритания	a	0,0
Мадагаскар	651	1,5
Мексика	1 483	3,5
Нигерия	a	0,0
Никарагуа	349	0,8
Панама	a	0,0
Парагвай	25	0,1
Перу	567	1,3
Португалия	1 976	4,5
Руанда (см. Бурунди)		
Сальвадор	1 430	3,3
Сьерра-Леоне	85	0,2
Соединенное Королевство (Кения)	536	1,2
Соединенное Королевство (Уганда)	1 806	4,2
Танганьика	438	1,0
Того	171	0,4
Тринидад и Тобаго	38	0,1
Центральноафриканская Республика	121	0,3
Эквадор	381	0,9
Эфиопия	950	2,2
Ямайка	a	0,0
Итого ...	<u>43 219</u>	<u>100,0</u>

^a Меньше 22 000 мешков.

ПРИЛОЖЕНИЕ D (продолжение)

П. ИМПОРТ

(в тысячах шестидесятикилограммовых мешков)

<u>Страна</u>	<u>Число мешков</u>	<u>Процент</u>
Австралия	156	0,4
Австрия	218	0,5
Албания	а	0,0
Аргентина	574	1,3
Афганистан	а	0,0
Бельгия	1 036	2,4
Белорусская ССР (включена в СССР)		
Бирма	а	0,0
Болгария	60	0,1
Венгрия	39	0,1
Греция	132	0,3
Дания	727	1,7
Израиль	74	0,2
Иордания	23	0,1
Ирак	а	0,0
Иран	а	0,0
Ирландия	а	0,0
Исландия	29	0,1
Испания	300	0,7
Италия	1 753	4,0
Камбоджа	а	0,0
Канада	1 119	2,6
Кипр	а	0,0
Китай	а	0,0
Корейская Республика	а	0,0
Кувейт	а	0,0

ПРИЛОЖЕНИЕ D (продолжение)

П. ИМПОРТ

<u>Страна</u>	<u>Число мешков</u>	<u>Процент</u>
Лаос	a	0,0
Ливан	158	0,4
Ливия	a	0,0
Люксембург (включен в Бельгию)		
Малайская Федерация	109	0,2
Мали	a	0,0
Марокко	129	0,3
Монголия	a	0,0
Непал	a	0,0
Нигер	a	0,0
Нидерланды	1 147	2,6
Новая Зеландия	35	0,1
Норвегия	450	1,0
Объединенная Арабская Республика	70	0,2
Пакистан	a	0,0
Польша	89	0,2
Республика Вьетнам	a	0,0
Румыния	a	0,0
Саудовская Аравия	a	0,0
Сенегал	a	0,0
Сирия	31	0,1
Соединенное Королевство	978	2,3
Соединенные Штаты	22 464	51,7
Сомали	a	0,0
Союз Советских Социалистических Республик	371	0,9
Судан	154	0,3

ПРИЛОЖЕНИЕ D (продолжение)

П. ИМПОРТ

<u>Страна</u>	<u>Число мешков</u>	<u>Процент</u>
Таиланд	83	0,2
Тунис	48	0,1
Турция	36	0,1
Украинская ССР (включена в СССР)		
Уругвай	45	0,1
Федеративная Республика Германии	3 540	8,1
Федерация Родезии и Ньясаленда	а	0,0
Филиппины	а	0,0
Финляндия	638	1,5
Франция	3 882	8,9
Цейлон	а	0,0
Чад	а	0,0
Чехословакия	175	0,4
Чили	113	0,3
Швейцария	541	1,2
Швеция	1 295	3,0
Югославия	143	0,3
Южная Африка	185	0,4
Япония	244	0,6
Итого	<u>43 393</u>	<u>100,0</u>

^a Меньше 22 000 мешков.

CONFERENCIA DE LAS NACIONES UNIDAS SOBRE EL CAFE, 1962

ANEXOS

AL

CONVENIO INTERNACIONAL DEL CAFE, 1962

ANEXO A

Cuotas básicas de exportación
(sacos de 60 kilogramos)

Brasil	18.000.CCO
Colombia	6.011.280
Costa Rica	950.000
Cuba	200.000
Ecuador	552.000
El Salvador	1.429.500
Guatemala	1.344.500
Haití a/	420.000
Honduras	285.000
México	1.569.000
Nicaragua	419.100
Panamá	26.000
Perú	580.000
República Dominicana ^{a/}	425.000
Venezuela	475.000
 Camerún	762.795
Congo (Brazzaville)	11.000
Costa de Marfil	2.324.278
Iahomey	37.224
Gebón	18.000
República Centroafricana	150.000
República Malgache	828.828
Togo	170.000
 Kenia	516.835
Tanganyika	435.458
Uganda	1.887.737
 Portugal	2.188.648
Congo (Leopoldville) ^{b/}	700.000
Etiopía	850.000
India	360.000
Indonesia	1.176.000
Nigeria	18.000
Rwanda y Burundi ^{b/}	340.000
Sierra Leona	65.000
Trinidad	44.000
Yemen	77.000
 TOTAL	45.587.183

Nota: Véanse llamadas a/ y b/ en la página siguiente.

Llamadas a/ y b/ de la página anterior

-
- a/ En el año cafetero 1963-64, la República de Haití y la República Dominicana podrán exportar 20% más de sus respectivas cuotas básicas ajustadas. Sin embargo, en ningún caso se tendrán en cuenta esas exportaciones extraordinarias al calcular la distribución de votos. En la revisión del Convenio, prevista en el artículo 72, se prestará especial atención al ciclo bienal de producción de esos países.
 - b/ En el primer año cafetero, la República del Congo (Leopoldville), después de haber presentado pruebas adecuadas de una producción exportable superior a los 700.000 sacos indicados, será autorizada por el Consejo a exportar hasta 900.000 sacos, y en el segundo y tercer años cafeteros podrá aumentar sus exportaciones de café en una cantidad que no exceda del 20% de las que realizó el año anterior. Después de haber presentado pruebas adecuadas de una producción exportable superior a los 340.000 sacos, el Consejo podrá autorizar a Rwanda y Burundi para que exporte un total combinado hasta de 450.000 sacos en el primer año cafetero, 500.000 sacos en el segundo y 565.000 sacos en el tercero. No obstante, al calcular la distribución de votos no se tendrán en cuenta en ningún caso los aumentos permitidos a esos países en los tres primeros años cafeteros.

ANEXO B

Países de destino no sujetos a cuotas, a que se refiere el
Artículo 40 del capítulo VII

Las regiones geográficas que figuran a continuación son países no sujetos a cuotas para los fines del presente Convenio:

Africa Sudoccidental
Arabia Saudita
Bahréin
Basutolandia
Bechuania
Ceilán
Corea del Norte
China (continental)
China (Taiwán)
Federación de Rhodesia y Nyasalandia
Filipinas
Hungria
Irak
Irán
Japón
Jordania
Katar
Kuwait
Mascate y Omán
Omán
Polonia
República de Corea
República de Sudáfrica
República de Viet-Nam
Rumania
Somalia
Sudán
Swazilandia
Tailandia
Viet-Nam del Norte
Unión de Repúblicas Socialistas Soviéticas

ANEXO C

Certificado de origen

Este certificado se expide de conformidad con las disposiciones del Convenio Internacional del Café. Una copia de este certificado deberá acompañar a los documentos de exportación y será exigida para la aprobación de la exportación (y la importación).

No. _____ Miembro _____
 (Sírvase citar este número en la correspondencia futura) (País productor)

Por el presente certifico que el café verde, soluble, tostado, semitostado o de otro tipo descrito a continuación ha sido producido en _____ (país productor).

a bordo del vapor: _____ u otro medio de transporte
 desde: _____ (nombre del puerto y otro punto de embarque)

hasta: _____ (nombre del puerto o país de destino final)

vía:
 el o hacia el: _____ (fecha)

Marcas de embarque u otra identificación	Cantidad (número de unidades)	Peso total		Observaciones
		KILOS	LIBRAS	
		Bruto	Bruto	
<u>Verde</u>		_____	_____	
		Neto	Neto	
		_____	_____	
		Bruto	Bruto	
		_____	_____	
<u>Tostado o soluble</u>		Neto	Neto	
		_____	_____	

Otras clases (indiquense)

Fecha _____ Firma _____
 (Funcionario certificador)
 _____ (Organismo certificador)

ANEXO D

Lista de exportaciones e importaciones en 1961I. EXPORTEACIONES
(en millares de sacos de 60 kgs.)

<u>Países exportadores</u>	<u>Sacos</u>	<u>Porcen-</u> <u>taje</u>	<u>Países exportadores</u>	<u>Sacos</u>	<u>Porcen-</u> <u>taje</u>
Alto Volta	a/	0,0	Indonesia	1.091	2,5
Bolivia	a/	0,0	Jamaica	a/	0,0
Brasil	16.971	39,2	Liberia	41	0,1
Burundi y Rwanda	397	0,9	Madagascar	651	1,5
Camerún	591	1,4	Mauritania	a/	0,0
Colombia	5.651	13,1	México	1.483	3,5
Congo (Brazzaville)	a/	0,0	Nicaragua	349	0,8
Congo (Leopoldville)	499	1,2	Nigeria	a/	0,0
Costa de Marfil	2.618	6,0	Panamá	a/	0,0
Costa Rica	835	1,9	Paraguay	25	0,1
Cuba	85	0,2	Perú	567	1,3
Dahomey	40	0,1	Portugal	1.976	4,5
Ecuador	381	0,9	Reino Unido (Kenia)	536	1,2
El Salvador	1.430	3,3	Reino Unido (Uganda)	1.806	4,2
Etiopía	950	2,2	República Centroafricana	121	0,3
Gabón	a/	0,0	República Dominicana	327	0,8
Ghana	28	0,1	Rwanda (véase Burundi)		
Guatemala	1.255	2,9	Sierra Leona	85	0,2
Guinea	200	0,5	Tanganyika	438	1,0
Haití	348	0,8	Togo	171	0,4
Honduras	210	0,5	Trinidad y Tabago	38	0,1
India	539	1,2	Venezuela	406	0,9
			Yemen	80	0,2
			Exportaciones totales	43.219	100,0

a/ Menos de 22.000 sacos.

II. IMPORTACIONES
(en millares de sacos de 60 kgs.)

<u>Países importadores</u>	<u>Sacos</u>	<u>Porcen-</u> <u>taje</u>	<u>Países importadores</u>	<u>Sacos</u>	<u>Porcen-</u> <u>taje</u>
Afganistán	a/	0,0	Mongolia	a/	0,0
Albania	a/	0,0	Nepal	a/	0,0
Arabia Saudita	a/	0,0	Níger	a/	0,0
Argentina	574	1,3	Noruega	450	1,0
Australia	156	0,4	Nueva Zelanda	35	0,1
Austria	218	0,5	Países Bajos	1.147	2,6
Bélgica	1.036	2,4	Pakistán	a/	0,0
Birmania	a/	0,0	Polonia	89	0,2
Bulgaria	60	0,1	Reino Unido	978	2,3
Camboya	a/	0,0	República Árabe Unida	70	0,2
Canadá	1.119	2,6	República de Corea	a/	0,0
Ceilán	a/	0,0	República de Viet-Nam	a/	0,0
Chad	a/	0,0	República Federal de Alemania	3.540	8,1
Checoeslovaquia	175	0,4	República Socialista Soviética de Bielorrusia (incluida en la Unión Soviética)		
Chile	113	0,3	República Socialista Soviética de Ucrania		
China	a/	0,0	(incluida en la Unión Soviética)		
Chipre	a/	0,0	Rumania	a/	0,0
Dinamarca	727	1,7	Senegal	a/	0,0
España	300	0,7	Siria	31	0,1
Estados Unidos	22.464	51,7	Somalia	a/	0,0
Federación Malaya	109	0,2	Sudáfrica	185	0,4
Federación de Rhodesia y Nyasalandia	a/	0,0	Sudán	154	0,3
Filipinas	a/	0,0	Suecia	1.295	3,0
Finlandia	638	1,5	Suiza	541	1,2
Francia	3.882	8,9	Tailandia	83	0,2
Grecia	132	0,3	Túnez	48	0,2
Hungría	39	0,1	Turquía	36	0,1
Irak	a/	0,0	Unión de Repúblicas Socialistas Soviéticas	371	0,9
Irán	a/	0,0	Uruguay	45	0,1
Irlanda	a/	0,0	Yugoslavia	143	0,5
Islandia	29	0,1	Importaciones totales	<u>43.393</u>	<u>100,0</u>
Israel	74	0,2			
Italia	1.753	4,0			
Japón	244	0,6			
Jordania	23	0,1			
Kuwéit	a/	0,0			
Laos	a/	0,0			
Líbano	158	0,4			
Libia	a/	0,0			
Luxemburgo (incluido en Bélgica)					
Malí	a/	0,0			
Marruecos	129	0,3			

a/ Menos de 22.000 sacos.

CONFERENCIA DAS NAÇÕES UNIDAS SOBRE O CAFE, 1962

ANEXOS**AO****CONVENIO INTERNACIONAL DO CAFE, 1962**

ANEXO A
Quotas Básicas de Exportação
(sacas de 60 quilos)

Brasil	18.000.000
Colômbia	6.011.280
Costa Rica	950.000
Cuba	200.000
Ecuador	552.000
El Salvador	1.429.500
Guatemala	1.344.500
Haiti <i>a/</i>	420.000
Honduras	285.000
México	1.509.000
Nicarágua	419.100
Panamá	26.000
Peru	580.000
República Dominicana	425.000
Venezuela	475.000
 Camarões	762.795
Congo (Brazzaville)	11.000
Costa do Marfim	2.324.278
Daomé	37.224
Gabão	18.000
República Centro-Africana	150.000
República Malgaxe	828.828
Togo	170.000
Quênia	516.835
Tanganica	435.458
Uganda	1.887.737
Portugal	2.188.648
Congo (Leopoldville) <i>b/</i>	700.000
Etiópia	850.000
Iêmen	77.000
India	360.000
Indonésia	1.176.000
Nigéria	18.000
Ruanda-Burundi <i>b/</i>	340.000
Serra Leoa	65.000
Trinidad	<u>44.000</u>
 Total	45.587.183

a/ A República do Haiti e a República Dominicana terão permissão para exportar, no ano cafeeiro 1963-1964, 20 por cento mais do que suas respectivas quotas básicas, tal como ajustadas para esse ano. De modo algum, no entanto, tais aumentos serão tomados em conta para o cálculo da distribuição dos votos. Na revisão do Convênio, prevista no Artigo 72, o ciclo de produção bienal desses países será objeto de consideração especial.

b/ No primeiro ano cafeeiro, a República do Congo (Leopoldville), após apresentar ao Conselho prova aceitável de que dispõe de uma produção exportável superior a 700.000 sacas, será autorizada pelo Conselho a exportar uma quantidade máxima de 900.000 sacas. No segundo e terceiro anos cafeeiros será-lhe permitido aumentar suas exportações de café em uma quantidade que não exceda 20 por cento de suas exportações no ano precedente. Após apresentação ao Conselho de prova aceitável de que dispõem de uma produção exportável superior a 340.000 sacas, Ruanda e Burundi poderão ser autorizados pelo Conselho a exportar, em conjunto, uma quantidade máxima de 450.000 sacas no primeiro ano cafeeiro, 500.000 sacas no segundo e 565.000 no terceiro. De modo algum, no entanto, tais aumentos que lhes forem permitidos nos três primeiros anos serão tomados em conta para o cálculo da distribuição dos votos.

ANEXO B

Países de Destino Não-Sujeitos a Quotas, mencionados no Artigo 40,
Capítulo VII

As áreas geográficas abaixo relacionadas são países não-sujeitos a quotas
para os fins do Convênio:

Arábia Saudita
Bahrein
Basutolandia
Bechuanalandia
Catar
Ceilão
China (continental)
China (Taiwan)
Coréia do Norte
Federação da Rodésia e Niassalândia
Filipinas
Hungria
Irão
Iraque
Japão
Jordânia
Kuwait
Mascate e Omã
Omã da Trégua
Polônia
República da Coréia
República Sul-Africana
República do Vietnã
Rumênia
Somália
Suazilândia
Sudão
Sudoeste da África
Tailândia
União das Repúblicas Socialistas Soviéticas
Vietnam do Norte

ANEXO C

Certificado de Origem

Este certificado é emitido de conformidade com o Convênio Internacional do Café. Uma via desse certificado deve acompanhar os documentos de exportação e será exigida para a liberação da exportação (e importação).

No. _____ Membro _____
 (para ser citado em qualquer país produtor
 correspondência futura)

Certifico que o café verde, solúvel, torrado, semi-torrado ou outro descrito a - baixo foi produzido em _____ (país produtor)

A ser embarcado por S.S.

(ou outro transporte)

procedente de:

(nome do pôrto ou outro ponto
 de embarque)

com destino a:

(nome do pôrto ou país de des-
 tino final)

via:

data:

(data)

Marcas de embarque ou outra identificação	Quantidade (número de unidades)	PESO TOTAL KG.	Observações LBS.
VERDE		Peso Bruto	Peso Bruto
		Peso Líquido	Peso Líquido

TORRADO OU SOLÚVEL	Peso Bruto	Peso Bruto
	Peso Líquido	Peso Líquido

OUTROS (Especificar)

Data _____ Assinatura _____
 (Funcionário Responsável)

 (Agência certificadora)

ANEXO D

Lista das Exportações e Importações em 1961I. EXPORTAÇÕES
(milhares de sacas de 60 quilos)

<u>País</u>	<u>Sacas</u>	<u>Percentagem</u>	<u>País</u>	<u>Sacas</u>	<u>Percentagem</u>
Bolívia	a/	0,0	Jamaica	a/	0,0
Brasil	16.971	39,2	Libéria	41	0,1
Burundi e Ruanda	397	0,9	Madagascar	651	1,5
Camarões	591	1,4	Mauritânia	a/	0,0
Colômbia	5.651	13,1	México	1.483	3,5
Congo (Brazzaville)	a/	0,0	Nicarágua	349	0,8
Congo (Leopoldville)	499	1,2	Nigéria	a/	0,0
Costa do Marfim	2.618	6,0	Panamá	a/	0,0
Costa Rica	835	1,9	Paraguai	25	0,1
Cuba	85	0,2	Peru	567	1,3
Daomé	40	0,1	Portugal	1.976	4,5
El Salvador	1.430	3,3	Reino Unido (Quênia)	536	1,2
Ecuador	381	0,9	Reino Unido (Uganda)	1.806	4,2
Etiópia	950	2,2	República Centro-Africana	121	0,3
Gabão	a/	0,0	República Dominicana	327	0,8
Gana	28	0,1	Ruanda (ver Burundi)		
Guatemala	1.255	2,9	Serra Leoa	85	0,2
Guiné	200	0,5	Tanganica	438	1,0
Haiti	348	0,8	Togo	171	0,4
Honduras	210	0,5	Trinidad e Tobago	38	0,1
Iêmen	80	0,2	Venezuela	406	0,9
Índia	539	1,2	Alto Volta	a/	0,0
Indonésia	1.091	2,5	Total	43.219	100,0

a/ Menos de 22.000 sacas

III. IMPORTAÇÕES
 (milhares de sacas de 60 quilos)

<u>País</u>	<u>Sacas</u>	<u>Percentagem</u>	<u>País</u>	<u>Sacas</u>	<u>Percentagem</u>
Afganistão	a/	0,0	Luxemburgo (incl. na Bélgica)		
Africa do Sul	185	0,4	Máli	a/	0,0
Albânia	a/	0,0	Marrocos	129	0,3
Arábia Saudita	a/	0,0	Mongólia	a/	0,0
Argentina	574	1,3	Nepal	a/	0,0
Austrália	156	0,4	Nigéria	a/	0,0
Austria	218	0,5	Noruega	450	1,0
Bélgica	1.036	2,4	Nova Zelândia	35	0,1
Birmânia	a/	0,0	Países Baixos	1.147	2,6
Bulgária	60	0,1	Paraguai	a/	0,0
Camboja	a/	0,0	Polónia	89	0,2
Canadá	1.119	2,6	Reino Unido	978	2,3
Ceilão	a/	0,0	República Árabe Unida	70	0,2
Chile	113	0,3	República da Coreia	a/	0,0
China	a/	0,0	República do Vietname	a/	0,0
Chipre	a/	0,0	República Federal Alemã	3.540	8,1
Dinamarca	727	1,7	República Socialista		
Espanha	300	0,7	Soviética da Bielo-Rússia (incl. na URSS)		
Estados Unidos	22.464	51,7	República Socialista		
Federação da Malásia	109	0,2	Soviética da Ucrânia		
Federação da Rodésia e Niassalândia	a/	0,0	(Incluída na URSS)		
Filipinas	a/	0,0	Rumênia	a/	0,0
Finlândia	638	1,5	Senegal	a/	0,0
França	3.882	8,9	Síria	31	0,1
Grécia	132	0,3	Somália	a/	0,0
Hungría	39	0,1	Sudão	154	0,3
Irão	a/	0,0	Suécia	1.295	3,0
Iraque	a/	0,0	Suíça	541	1,2
Irlanda	a/	0,0	Tailândia	83	0,2
Islândia	29	0,1	Tchad	a/	0,0
Israel	74	0,2	Tchecoslováquia	175	0,4
Itália	1.753	4,0	Tunísia	48	0,1
Iugoslávia	143	0,3	Turquia	36	0,1
Japão	244	0,6	União das Repúblicas Socialistas Soviéticas	371	0,9
Jordânia	23	0,1	Uruguai	45	0,1
Kuwait	a/	0,0	Total	43.393	100,0
Laos	a/	0,0			
Líbano	158	0,4			
Líbia	a/	0,0			

a/ Menos de 22.000 sacas.-

I hereby certify that the foregoing text is a true copy of the International Coffee Agreement, 1962, signed at New York on 28 September 1962, the original of which is deposited with the Secretary-General of the United Nations.

For the Secretary-General:
Legal Counsel

C A STAVROPOULOS

United Nations, New York,
11 February 1963

Je certifie que le texte qui précède est la copie conforme de l'Accord international de 1962 sur le café, signé à New York le 28 septembre 1962, dont le texte original est déposé auprès du Secrétaire général des Nations Unies.

Pour le Secrétaire général:
Le Conseiller juridique

Organisation des Nations Unies, New York,
le 11 février 1963

WHEREAS the Senate of the United States of America by their resolution of May 21, 1963, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said Agreement;

WHEREAS the said Agreement was duly ratified by the President of the United States of America on December 20, 1963, in pursuance of the aforesaid advice and consent of the Senate;

WHEREAS it is provided in paragraph (1) of Article 64 of the said Agreement that the Agreement shall enter into force between those Governments which have deposited instruments of ratification or acceptance when Governments representing at least twenty exporting countries having at least 80 per cent of total exports in the year 1961, as specified in Annex D, and Governments representing at least ten importing countries having at least 80 per cent of world imports in the same year, as specified in the same Annex, have deposited such instruments;

WHEREAS instruments of ratification or acceptance of the said Agreement were deposited with the Secretary-General of the United Nations by the respective Governments of Argentina on October 10, 1963, Australia on November 11, 1963, Austria on July 5, 1963, Brazil on October 16, 1963, Burundi on December 4, 1962, Cameroon on May 24, 1963, Canada on November 20, 1962, Colombia on May 24, 1963, Costa Rica on October 23, 1963, Cuba on August 21, 1963, Denmark on December 27, 1963, Dominican Republic on May 8, 1963, El Salvador on May 17, 1963, France on April 4, 1963, Gabon on November 14, 1962, the Federal Republic of Germany on August 13, 1963, Guatemala on June 5, 1963, India on November 19, 1963, Ivory Coast on May 6, 1963, Madagascar on December 26, 1963, Mexico on August 1, 1963, New Zealand on December 23, 1963, Nigeria on June 21, 1963, Norway on October 30, 1963, Panama on June 4, 1963, Peru on April 4, 1963, Rwanda on December 10, 1962, Spain on October 18, 1963, Sweden on July 1, 1963, Tanganyika on November 27, 1962, Uganda on April 16, 1963, the United Kingdom

of Great Britain and Northern Ireland on April 25, 1963, and the United States of America on December 27, 1963;

WHEREAS instruments of accession to the said Agreement were deposited with the Secretary-General of the United Nations by the respective Governments of Congo (Brazzaville) on August 6, 1963, Dahomey on August 6, 1963, and Tunisia on November 18, 1963;

WHEREAS instruments of ratification or acceptance were deposited as aforesaid by Governments representing at least twenty exporting countries having at least 80 per cent of total exports in the year 1961, as specified in Annex D, and Governments representing at least ten importing countries having at least 80 per cent of world imports in the same year, as specified in the same Annex, thus fulfilling the requirements for entry into force of the said Agreement;

AND WHEREAS the requirements for entry into force of the said Agreement, as provided in paragraph (1) of Article 64 thereof, were fulfilled on December 27, 1963, and the said Agreement accordingly entered into force on that date between the Governments of the countries named hereinbefore;

Now, THEREFORE, be it known that I, Lyndon B. Johnson, President of the United States of America, do hereby proclaim and make public the said International Coffee Agreement, 1962, to the end that the same and each and every article and clause thereof shall be observed and fulfilled with good faith by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this seventeenth day of January
in the year of our Lord one thousand nine hundred sixty-
four and of the Independence of the United States of
America the one hundred eighty-eighth.

LYNDON B. JOHNSON

By the President:

DEAN RUSK

Secretary of State

Corrections to be made in the Russian text of the
International Coffee Agreement, 1962

Preamble - Fourth paragraph	Replace "упорному" by "устойчивому".
Article 1(2)	Replace "сильными" by "резкими".
(3)	Replace "продуктивных" by "производительных".
	Replace "и создания и сохранения" by "а также созданию и сохранению".
Article 5 (4)(b)	Replace "будто каждый является" by "как если бы каждый являлся".
Article 7 (3)	Replace "Ответственного директора" by "Исполнительного директора".
Article 14 (2)	Replace the first three lines by: "В отношении любого действия Совета, для которого требуется в соответствии с Соглашением комплексное большинство в две трети голосов, применяется следующая процедура".
Article 20 - Heading	Replace "Ответственный" by "Исполнительный".
(1) lines 1 and 2	Replace "ответственного" by "исполнительного".
(2) line 1	Replace "Ответственный" by "Исполнительный".
(3) line 1	Replace "Ответственный" by "Исполнительный".
(4) line 1	Replace "ответственный" by "исполнительный".
(5) line 1	Replace "ответственный" by "исполнительный".
(5) line 7	Replace "ответственного" by "исполнительного".
Article 23 (1)	Replace "Совет" by "Совете".
Article 25 (2)	Replace "сполна" by "полностью", and "то осуществление как его права на участие в голосованиях в Совете, так и его права подавать голоса в Комитете, приостанавли- вается до уплаты им этого взноса" by "то он временно, до уплаты им этого взноса, занимается как права голоса в Совете, так и права голосовать в Комитете".

Article 25 (3)	Replace " осуществление которым права голоса было примоставлено согласно пункту 2 настоящей статьи или согласно статье 45 или 61" by "времянико лжимый права голоса или в соот- ветствии с пунктом 2 настоящей статьи, или согласно статье 45 или 61".
Article 31 - Heading	Replace "четвертных" by "квартальных".
(1) line 3	Replace "четверти" by "квартальне" and "резонного" by "разумного".
(2) line 4	Replace "в первую четверть" by "в первый квартал".
line 5	Replace "две четверти" by "два квартала" and "три четверти" by "три квартала".
line 6	Replace "одну четверть" by "один квартал".
line 7	Replace "эту четверть" by "этот квартал".
line 8	Replace "следующую четверть" by "следующий квартал".
Article 34 - Heading	Replace "четвертных" by "квартальных".
(1) line 2	Replace "четверти" by "квартальне".
(2) lines 3-4	Replace "на текущую и оставшиеся четверти" by "на текущий и оставшиеся кварталы" and "на оставшиеся четверти" by "на оставшиеся кварталы".
(3) line 3	Replace "четвертных" by "квартальных".
(4) line 10	Replace "две четверти" by "два квартала".
line 11	Replace "четверти" by "квартала".
(5) lines 8-9	Replace "четвертных" by "квартальных".
(6) line 6	Replace "четвертных" by "квартальных".
Article 35 (2) line 1	Replace "четвертных" by "квартальных".
line 7	Replace "каждой четверти" by "каждом квартале".

Article 36 (2) line 2	Replace "четвертных" by "квартальных".
(3) line 2	Replace "на какой-либо четверть" by "на какой-либо квартал".
(4) line 2	Replace "четвертиную" by "квартальную".
(5) line 2	Replace "четвертиную" by "квартальную".
Article 37 (2) lines 4-5	Replace "четвертных" by "квартальных".
Article 38 (1)	Replace "обратным экспортом" by "рекспортом".
(2)	Replace "не считается, однако, экспортом кофе по смыслу этого Соглашения" by "будет считаться, однако, экспортом кофе для целей этого Соглашения".
Article 45 (1)	Replace by: "Для недопущения увеличения экспорта из не участвующих в Соглашении стран, экспортирующих кофе за счет участвующих стран, применяется следующие постановления в отношении импорта кофе участниками из неучаствующих стран".
Article 47 (3) (a)	Replace "казенных" by "официальных".
Article 50, lines 1-2	Replace "резонное" by "разумное".
Article 51 - Heading	Replace by " <u>Политика, касающаяся запасов кофе</u> ".
Article 54	Replace "меновые" by "бартерные".
Article 56 (2)	Replace by "Совет может давать участникам рекомендации, направленные на разрешение любой могущей возникнуть коллизии обязательств".
Article 57 (1) line 3	Replace "резонное" by "разумное".
Article 58 (3) line 2	Replace "резонного" by "разумного".

Article 60 (1)	Replace "международных обязанностей" by "международных обязательств".
(1) (c)	Replace "нерезонное" by "неоправданное".
Article 61 (2) - (4)	Replace "камера" by "комиссия".
Article 71 - Heading	Replace by " <u>Срок действия и прекращение</u> <u>соглашения</u> "

MULTILATERAL

Amendments to the Constitution of the United Nations Food and Agriculture Organization, as Amended

*Adopted at the Twelfth Session of the Food and Agriculture
Organization, Rome, November 16–December 5, 1963.*

AMENDMENTS TO BASIC TEXTS OF THE ORGANIZATION VOLUME I

(Issued January 1964)

As the result of the amendments to the Constitution,[¹] General Rules and Financial Regulations of the Organization adopted by the Twelfth Session of the Conference (December 1963), the texts given below are to be substituted for the texts appearing in the 1960 Edition of Volume I of the Basic Texts of the Organization.[²] A new Edition of that Volume will be issued shortly, incorporating all these amendments as well as those adopted by the Eleventh Session of the Conference (November 1961).[³]

CONSTITUTION

Article VI (pages 12 and 13) [²]

1. The Conference or Council may establish commissions, the membership of which shall be open to all Member Nations and Associate Members, or regional commissions open to all Member Nations and Associate Members whose territories are situated wholly or in part in one or more regions, to advise on the formulation and implementation of policy and to co-ordinate the implementation of policy. The Conference or Council may also establish, in conjunction with other intergovernmental organizations, joint commissions open to all Member Nations and Associate Members of the Organization and of the other organizations concerned, or joint regional commissions open to Member Nations and Associate Members of the Organization and of

¹ TIAS 4803; 12 UST 980.

² FAO publication; page numbers therein.

³ For amendments adopted by the Eleventh Session of the Conference see TIAS 5229; 13 UST 2616.

[Footnotes added by the Department of State.]

the other organizations concerned, whose territories are situated wholly or in part in the region.

2. The Conference, the Council, or the Director-General on the authority of the Conference or Council, may establish committees and working parties to study and report on matters pertaining to the purpose of the Organization and consisting either of selected Member Nations and Associate Members, or of individuals appointed in their personal capacity because of their special competence in technical matters. The Conference, the Council, or the Director-General on the authority of the Conference or Council may, in conjunction with other intergovernmental organizations, also establish joint committees and working parties, consisting either of selected Member Nations and Associate Members of the Organization and of the other organizations concerned, or of individuals appointed in their personal capacity. The selected Member Nations and Associate Members shall, as regards the Organization, be designated either by the Conference or the Council, or by the Director-General if so decided by the Conference or Council. The individuals appointed in their personal capacity shall, as regards the Organization, be designated either by the Conference, the Council, selected Member Nations or Associate Members, or by the Director-General, as decided by the Conference or Council.

3. The Conference, the Council, or the Director-General on the authority of the Conference or Council, shall determine the terms of reference and reporting procedures, as appropriate, of commissions, committees and working parties established by the Conference, the Council, or the Director-General as the case may be. Such commissions and committees may adopt their own rules of procedure and amendments thereto, which shall come into force upon approval by the Director-General subject to confirmation by the Conference or Council, as appropriate. The terms of reference and reporting procedures of joint commissions, committees and working parties established in conjunction with other intergovernmental organizations shall be determined in consultation with the other organizations concerned.

Article X.1 (page 16)

There shall be such regional offices and sub-regional offices as the Director-General, with the approval of the Conference, may decide.

**AMENDEMENTS AUX
TEXTES FONDAMENTAUX DE
L'ORGANISATION, VOLUME I
(Publiés en janvier 1964)**

A la suite de l'adoption par la douzième session de la Conférence (décembre 1963) d'amendements à l'Acte constitutif, et aux Règlements général et financier de l'Organisation, les textes indiqués ci-dessous remplacent les textes correspondants qui figurent dans l'édition 1960 du Volume I des Textes fondamentaux de l'Organisation. Une nouvelle édition dudit Volume, reflétant ces amendements ainsi que ceux adoptés par la onzième session de la Conférence (novembre 1961), sera publiée prochainement.

ACTE CONSTITUTIF

Article VI (pages 12 et 13)

1. La Conférence ou le Conseil peuvent établir des commissions ouvertes à tous les Etats Membres et Membres associés, ou des commissions régionales ouvertes à tous les Etats Membres et Membres associés dont les territoires sont situés en totalité ou en partie dans une ou plusieurs régions, ces organismes étant chargés d'émettre des avis sur l'élaboration et la mise en oeuvre des politiques et de coordonner cette mise en oeuvre. La Conférence ou le Conseil peuvent également établir, conjointement avec d'autres organisations intergouvernementales, des commissions mixtes ouvertes à tous les Etats Membres et Membres associés de l'Organisation et des autres organisations intéressées, ou des commissions régionales mixtes, ouvertes à tous les Etats Membres et Membres associés de l'Organisation et des autres organisations intéressées, dont les territoires sont situés en totalité ou en partie dans la région considérée.
2. La Conférence, le Conseil ou, dans le cadre d'une autorisation de la Conférence ou du Conseil, le Directeur général, peuvent établir des comités et des groupes de travail chargés de procéder à des études et d'établir des rapports sur toute question en rapport avec les buts de l'Organisation. Ces comités et ces groupes de travail se composent soit d'Etats Membres et de Membres associés choisis, soit d'individus désignés à titre personnel en raison de leur compétence technique particulière. La Conférence, le Conseil ou, dans le cadre d'une autorisation de la Conférence ou du Conseil, le Directeur général, peuvent également établir, conjointement avec d'autres organisations intergouvernementales, des comités et des groupes de travail mixtes composés soit d'Etats Membres et de Membres associés de l'Organisation et des autres organisations intéressées, soit d'individus désignés à titre personnel. Les Etats Membres et Membres associés choisis sont désignés, en ce qui concerne l'Organisation, soit par la Conférence ou le Conseil, soit par le Directeur général si la Conférence ou le Conseil

en décide ainsi. Les individus nommés à titre personnel sont désignés, en ce qui concerne l'Organisation, soit par la Conférence, le Conseil, des Etats Membres ou des Membres associés choisis, soit par le Directeur général, selon la décision de la Conférence ou du Conseil.

3. La Conférence, le Conseil ou, dans le cadre d'une autorisation de la Conférence ou du Conseil, le Directeur général, déterminent dans chaque cas le mandat des commissions, comités et groupes de travail créés par la Conférence, le Conseil ou le Directeur général suivant le cas, ainsi que les modalités selon lesquelles ils font rapport. Les commissions et comités peuvent adopter leur propre règlement intérieur et des amendements à ce dernier, qui entrent en vigueur lorsqu'ils ont été approuvés par le Directeur général sous réserve de confirmation par la Conférence ou le Conseil, selon le cas. Le mandat des commissions, comités et groupes de travail mixtes, établis conjointement avec d'autres organisations intergouvernementales, ainsi que les modalités selon lesquelles ils font rapport sont déterminés de concert avec les autres organisations intéressées.

Article X.1 (page 16)

Le Directeur général peut, avec l'approbation de la Conférence, établir des bureaux régionaux et sous-régionaux.

ENMIENDAS A LOS TEXTOS FUNDAMENTALES DE LA ORGANIZACION, VOLUMEN I (Publicadas en enero de 1964)

Como consecuencia de las enmiendas a la Constitución, los Reglamentos General y Financiero de la Organización, aprobadas por la Conferencia en su 12º Período de Sesiones los textos mencionados a continuación sustituyen a los que figuran en el Volumen I, edición 1960, de los Textos Fundamentales de la Organización. En breve se publicará una nueva edición de este Volumen en la que se habrán incorporado estas enmiendas así como también las adoptadas en la Conferencia en su 11º Período de Sesiones (noviembre 1961).

CONSTITUCION

Artículo VI (páginas 12 y 13)

1. La Conferencia o el Consejo podrán crear comisiones de las que podrán formar parte todos los Estados Miembros y Miembros Asociados, o comisiones regionales de las que también podrán formar

parte todos los Estados Miembros y Miembros Asociados cuyos territorios se encuentren situados, por entero o en parte, en una o más regiones, para aconsejar sobre la formulación y la puesta en práctica de una política, y para coordinar su ejecución. La Conferencia o el Consejo podrán asimismo crear, juntamente con otras organizaciones intergubernamentales, comisiones mixtas de las que podrán formar parte todos los Estados Miembros y Miembros Asociados de la Organización y de las otras organizaciones interesadas, o comisiones regionales mixtas de las que podrán formar parte los Estados Miembros y Miembros Asociados de la Organización y de las otras organizaciones interesadas, cuyos territorios se encuentren situados, por entero o en parte, en la región.

2. La Conferencia, el Consejo o el Director General, autorizado por la Conferencia o el Consejo, podrán crear comités y grupos de trabajo encargados de examinar cuestiones relacionadas con los fines de la Organización e informar sobre las mismas, compuestos de Estados Miembros y Miembros Asociados seleccionados, o de individuos nombrados a título personal por su competencia especial en asuntos técnicos. La Conferencia, el Consejo o el Director General, autorizado por la Conferencia o el Consejo, podrán asimismo, juntamente con otras organizaciones intergubernamentales, crear comités y grupos de trabajo mixtos, compuestos de Estados Miembros y Miembros Asociados de la Organización y de otras organizaciones interesadas seleccionados o de individuos nombrados a título personal. Los Estados Miembros y Miembros Asociados seleccionados, por lo que a la Organización se refiere, serán designados bien por la Conferencia o el Consejo, bien por el Director General, si así lo deciden la Conferencia o el Consejo. Los individuos nombrados a título personal, por lo que se refiere a la Organización, serán designados bien por la Conferencia, por el Consejo, por los Estados Miembros o Miembros Asociados, seleccionados, o por el Director General, si así lo deciden la Conferencia o el Consejo.

3. La Conferencia, el Consejo o el Director General, mediante autorización de la Conferencia o el Consejo, según el caso, fijarán las atribuciones de las comisiones, comités y grupos de trabajo establecidos por la Conferencia, el Consejo o el Director General, según proceda, e indicarán la manera de presentar sus informes. Esas comisiones y comités podrán formular sus respectivos reglamentos y reformas a los mismos, los cuales entrarán en vigor una vez aprobados por el Director General a reserva de su confirmación, según los casos, por la Conferencia o el Consejo. Las atribuciones y la manera de presentar los informes de las comisiones, comités y grupos de trabajo mixtos creados juntamente con otras organizaciones intergubernamentales serán fijadas de acuerdo con las otras organizaciones interesadas.

Artículo X.1 (página 16)

El Director General podrá, con la aprobación de la Conferencia, crear oficinas regionales y subregionales.

Certified true copy
22 October 1964

G. SAINT-POL

G. Saint-Pol
Legal Counsel

[SEAL]

BOLIVIA

Aviation: Transport Services

*Agreement signed at La Paz September 29, 1948;
Entered into force November 4, 1948.*

The Governments of the United States of America and of the Republic of Bolivia, animated with the desire to conclude an agreement which will facilitate the development of air communications between both countries, have designated their Plenipotentiaries, that is to say:

His Excellency the President of the United States of America, Mr. Joseph Flack, Ambassador Extraordinary and Plenipotentiary of the United States of America to Bolivia;

His Excellency the Constitutional President of the Republic of Bolivia, Doctor Javier Paz Campero, his Minister of State in the Department of Foreign Affairs;

Who, after exhibiting their Full Powers found to be in good and due form, have agreed on the following:

Los Gobiernos de los Estados Unidos de América y de la República de Bolivia, animados del deseo de suscribir un convenio que facilite el desarrollo de las comunicaciones aéreas entre ambos países, han designado sus Plenipotenciarios, a saber:

Su Excelencia el Presidente de los Estados Unidos de América, al señor Joseph Flack, Embajador Extraordinario y Plenipotenciario de los Estados Unidos de América en Bolivia;

Su Excelencia el Presidente Constitucional de la República de Bolivia, al doctor Javier Paz Campero, su Ministro de Estado en el Despacho de Relaciones Exteriores;

Quienes, después de exhibir sus Plenos Poderes hallados en buena y debida forma, han acordado lo siguiente:

**AIR TRANSPORT AGREEMENT
BETWEEN THE UNITED
STATES OF AMERICA AND
THE REPUBLIC OF BOLIVIA**

Having in mind the Resolution signed on December 7, 1944, at the International Civil Aviation Conference in Chicago, [¹] for the adoption of a standard form of agreement for international air routes and services, and in view of the desirability that exists for mutual cooperation for the promotion and development of air transportation between the United States of America and the Republic of Bolivia, the two Governments parties to this arrangement agree that the establishment and development of air transport services between their respective territories shall be governed by the following provisions:

ARTICLE 1

Each contracting party grants to the other contracting party the rights as specified in the Annex hereto necessary for establishing the international civil air routes and services therein described, whether such services be inaugurated immediately or at a later date at the option of the contracting party to whom the rights are granted.

ARTICLE 2

Each of the air services so described shall be placed in operation as soon as the contracting party to whom the rights have been granted by Article 1 to designate an airline or airlines for the route concerned has authorized an airline for such route, and the con-

**CONVENIO DE TRANSPORTE
AEREO ENTRE LOS ESTADOS
UNIDOS DE AMERICA Y LA
REPUBLICA DE BOLIVIA**

Teniendo en cuenta la Resolución firmada el día 7 de diciembre de 1944, en la Conferencia Internacional de Aviación Civil en Chicago, para adoptar un tipo uniforme de convenio para las rutas y servicios aéreos internacionales, y en vista del deseo de mutua colaboración que existe para impulsar el desarrollo del transporte aéreo entre los Estados Unidos de América y la República de Bolivia, los dos Gobiernos, partes de este Convenio, acuerdan que el establecimiento y operación del servicio aéreo entre sus respectivos territorios se regirá por las siguientes disposiciones:

ARTICULO 1

Cada una de las partes contratantes otorga a la otra parte contratante los derechos especificados en el Anexo adjunto, por ser necesarios para el establecimiento de las rutas y servicios internacionales que en él se describen, ya sea que dichos servicios se inauguren de inmediato o en fecha posterior a opción de la parte contratante a la cual estos derechos son otorgados.

ARTICULO 2

Cada uno de los servicios aéreos así descritos se pondrá en funcionamiento tan pronto como la parte contratante, a quien se ha otorgado los derechos de acuerdo con el Artículo 1 para designar una o varias compañías aéreas para la ruta especificada, haya autorizado a

¹ *International Civil Aviation Conference, Chicago, Illinois, November 1 to December 7, 1944, Final Act and Related Documents*, Conference Series 64, Department of State publication 2282.

tracting party granting the rights shall, subject to Article 6 hereof, be bound to give the appropriate operating permission to the airline or airlines concerned. However, the airlines so designated may be required to qualify before the competent aeronautical authorities of the contracting party granting the rights under the laws and the regulations normally applied by these authorities before being permitted to engage in the operations contemplated by this Agreement. In areas of hostilities or of military occupation, or in areas affected thereby, such operations shall be subject to the approval of the competent military authorities.

una compañía aérea para tal ruta, y la parte contratante que otorga los derechos estará obligada, conforme al Artículo 6 del presente, a dar el debido permiso de funcionamiento a la o las compañías aéreas correspondientes. No obstante, a las compañías aéreas así designadas podrá requerírseles que se habiliten ante las autoridades aeronáuticas competentes de la parte contratante que otorga los derechos en cumplimiento de las leyes y reglamentos normalmente aplicados por estas autoridades antes de permitírseles iniciar las operaciones contempladas por este Convenio. En zonas de hostilidades o de ocupación militar, o en zonas afectadas por la misma causa, tales operaciones estarán sujetas a la aprobación de las autoridades militares competentes.

ARTICLE 3

In order to prevent discriminatory practices and to assure equality of treatment, both contracting parties agree that:

- (a) Each of the contracting parties may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control. Each of the contracting parties agrees, however, that these charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.
- (b) Fuel, lubricating oils, and spare parts introduced into the territory of one contracting party by the other contracting party or its nationals, and in-

ARTICULO 3

A fin de evitar las prácticas discriminatorias y asegurar la igualdad de tratamiento, las partes convienen en lo siguiente:

- (a) Cada una de las partes contratantes puede imponer o permitir que se impongan gravámenes justos y razonables, por el uso de aeropuertos públicos y otras facilidades bajo su control. Sin embargo, cada una de las partes contratantes acepta que estos gravámenes no sean superiores a los que pagaría por el uso de tales aeropuertos y facilidades sus aeronaves nacionales ocupadas en similares servicios internacionales.
- (b) El combustible, los lubricantes y los accesorios introducidos al territorio de una parte contratante por la otra parte contratante o sus nacionales, y

tended solely for use by aircraft of such contracting party shall, with respect to the imposition of customs duties, inspection fees or other national duties or charges by the contracting party whose territory is entered, receive the same treatment as that applying to national airlines and to airlines of the most-favored-nation.

- (c) The fuel, lubricating oils, spare parts, regular equipment, and aircraft stores retained on board civil aircraft of the airlines of one contracting party authorized to operate the services and routes described in the Annex shall, upon arriving in or leaving the territory of the other contracting party, be exempt from customs, inspection fees or similar duties or charges, even though such supplies be used or consumed by such aircraft on flights in that territory.

ARTICLE 4

Certificates of airworthiness, competency and licenses issued by or rendered valid by one of the contracting parties shall be recognized as valid by the other contracting party for the purpose of operating the routes and services described in the Annex. 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.

destinados exclusivamente al uso de las aeronaves de tal parte contratante, recibirán, con respecto a la recaudación de derechos aduaneros, impuestos de inspección u otras obligaciones nacionales de la parte contratante a cuyo territorio ingresen, similar tratamiento que el acordado a las compañías nacionales y a las compañías de la nación más favorecida.

- (c) El combustible, los lubricantes, los accesorios, equipo corriente y las provisiones retenidos en las aeronaves civiles pertenecientes a las compañías de una de las partes contratantes, autorizadas a operar los servicios y rutas detallados en el Anexo, estarán, al llegar o dejar el territorio de la otra parte contratante, libres de derechos aduaneros, impuestos de inspección u otras obligaciones similares, aún si tales suministros fueran utilizados o consumidos por tales aeronaves en vuelos en ese territorio.

ARTICULO 4

Los certificados de seguridad, de competencia y licencias estendidos o hechos válidos por una de las partes contratantes, serán reconocidos como válidos por la otra parte contratante para los fines de operación en las rutas y servicios detallados en el Anexo. Cada parte contratante se reserva el derecho, sin embargo, de negar tal reconocimiento, para los fines de vuelo sobre su propio territorio, a los certificados y licencias concedidos a sus propios nacionales por otro Estado.

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

ARTICLE 6

Each contracting party reserves the right to withhold or revoke a certificate or permit of an airline designated by the other contracting party in the event it is not satisfied that effective ownership and control of such airline are vested in nationals of the other contracting party, or in case of failure by the airline designated by the other contracting party to comply with the laws and regulations of the contracting party over whose territory

ARTICULO 5

- (a) Las leyes y reglamentos de una parte contratante que se refieren a la llegada o partida de su territorio de las aeronaves ocupadas en la aeronavegación internacional, o relativos a la operación de tales aeronaves mientras están dentro de su territorio, serán aplicados a las aeronaves de la otra parte contratante y cumplidos por tales aeronaves al llegar, partir, o durante la permanencia en el territorio de la primera parte contratante.
- (b) Las leyes y reglamentos de una parte contratante que se refieren a la llegada o partida de su territorio de los pasajeros, tripulantes o carga de aeronave, tales como los reglamentos relativos al ingreso, despacho, inmigración, pasaportes, aduanas y cuarentena, serán cumplidos por o en representación de tales pasajeros, tripulación o carga de la otra parte contratante, a la llegada, partida, o mientras permanezcan en el territorio de la primera parte contratante.

ARTICULO 6

Cada parte contratante se reserva el derecho de retener o revocar un certificado o permiso de una compañía aérea designada por la otra parte contratante, en el caso que no esté satisfecha de que la propiedad y control efectivos de dicha compañía aérea estén en manos de nacionales de la otra parte contratante, o en el caso de una falta por parte de la compañía aérea designada por la otra parte contratante, en el cumplimiento de las leyes

it operates, as described in Article 5 hereof, or otherwise to fulfill the conditions under which the rights are granted in accordance with this Agreement and its Annex.

y reglamentos de la parte contratante sobre cuyo territorio dicha compañía opera, según lo descrito en el Artículo 5 del presente Convenio, o que deje de cumplir las condiciones bajo las cuales se concedan los derechos de acuerdo con este Convenio y su Anexo.

ARTICLE 7

This Agreement and all contracts relating thereto shall be registered with the International Civil Aviation Organization.

ARTICULO 7

Este Convenio, y todos los contratos relacionados con él, serán registrados en la Organización de Aviación Civil Internacional.

ARTICLE 8

Existing rights and concessions relating to air transport services which may have been granted previously by either of the contracting parties to an airline of the other contracting party shall continue in force according to their terms.

ARTICULO 8

Los derechos y concesiones existentes, relacionados con los servicios de transporte aéreo, los mismos que hubieran sido otorgados anteriormente por cualquiera de las partes contratantes a una compañía aérea de la otra parte contratante, continuarán en vigencia de acuerdo a sus condiciones.

ARTICLE 9

In the event that a multilateral air transport Convention should be signed of which the United States of America and Bolivia be signatories, this Agreement shall be amended to conform with the terms of such Convention.

ARTICULO 9

En caso de suscribirse una Convención aérea multilateral de que los Estados Unidos de América y Bolivia sean signatarios, el presente Convenio se modificará de acuerdo a los términos de dicha Convención.

ARTICLE 10

This Agreement or any of the rights for air transport services granted thereunder may be terminated by either contracting party upon giving one year's notice to the other contracting party.

ARTICULO 10

Este Convenio, o cualquiera de sus derechos para el servicio de transporte aéreo, concedidos bajo el mismo, podrá ser denunciado por cualquiera de las partes contratantes mediante notificación, con un año de anticipación, dirigida a la otra parte contratante.

ARTICLE 11

In the event that either of the contracting parties should consider it desirable to modify the routes or conditions set forth in the attached Annex,

ARTICULO 11

En caso de que cualquiera de las partes contratantes considere conveniente modificar las rutas o condiciones detalladas en el Anexo, puede solicitar

it may request consultation between the competent authorities of both contracting parties, such consultation to be commenced within a period of sixty days from the date of the request. When these authorities mutually agree on new or revised conditions affecting the Annex, their recommendations on the matter will come into effect after they have been confirmed by an exchange of diplomatic notes.

ARTICLE 12

Except as otherwise provided in this Agreement or its Annex, any difference arising between the contracting parties relative to the interpretation or application of this Agreement or its Annex, which cannot be settled through consultation, shall be submitted for an advisory report to a tribunal of three arbitrators, one to be named by each contracting party, and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either contracting party. Each of the contracting parties shall designate an arbitrator within two months of the date of delivery by either party to the other party of a diplomatic note requesting arbitration of a difference; and the third arbitrator shall be agreed upon within one month after such period of two months. If the third arbitrator is not agreed upon, within the time limitation indicated, the vacancy thereby created shall be filled by the appointment of a person, designated by the President of the Council of the International Civil Aviation Organization (ICAO), from a panel of arbitral personnel maintained in accordance with the practice of ICAO. The executive authorities of the contracting parties will use their best efforts under the powers available

consulta entre las autoridades competentes de ambas partes contratantes, consulta que será iniciada dentro de los sesenta días de su demanda. Cuando las citadas autoridades por acuerdo mutuo resuelvan revisar o redactar nuevas condiciones que afecten al Anexo, sus recomendaciones al respecto entrarán en vigor después de su confirmación mediante cambio de notas diplomáticas.

ARTICULO 12

Excepto cuando en este Convenio o su Anexo se disponga lo contrario, toda divergencia entre las partes contratantes relativa a la interpretación o aplicación de este Convenio o de su Anexo, que no pueda resolverse mediante consulta, será sometida para emitir recomendación a un tribunal formado por tres arbitradores, los cuales serán nombrados uno por cada una de las partes contratantes y el tercero designado por acuerdo entre los dos arbitradores así elegidos, siempre que este tercer arbitrador no sea un nacional de una de las partes contratantes. Cada una de las partes contratantes designará un arbitrador dentro del término de los dos meses de la fecha de entrega por cualquiera de las partes contratantes a la otra, de una nota diplomática solicitando arbitraje de una divergencia; y el tercer arbitrador deberá ser nombrado por acuerdo mutuo dentro del término de un mes después del período de dos meses antes mencionado. Si no se llega a un acuerdo en cuanto al tercer arbitrador dentro del tiempo indicado, la vacancia así ocasionada será llenada mediante la designación de una persona por el Presidente del Consejo de la Organización de Aviación Civil Internacional (OACI), escogida de un plantel de personal de arbitraje mante-

to them to put into effect the recommendation expressed in any such advisory report. A moiety of the expenses of the arbitral tribunal shall be borne by each party.

nido de acuerdo a las prácticas de la OACI. Las autoridades ejecutivas de las partes contratantes realizarán sus mejores esfuerzos, de acuerdo a sus facultades, para llevar a efecto la recomendación emitida por el tribunal de árbitradores. Los gastos del tribunal de árbitradores serán cubiertos en partes iguales por cada una de las partes contratantes.

ARTICLE 13

This Agreement, including the provisions contained in the Annex thereto, will be approved [¹] by each contracting party in accordance with its own laws and shall enter into force [²] upon an exchange of diplomatic notes of the two contracting parties indicating such approval.

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

Done at La Paz this twenty-ninth day of September, nineteen hundred forty eight, in duplicate in the English and Spanish languages, each of which shall be of equal authenticity.

ARTICULO 13

Este Convenio, incluyendo las disposiciones contenidas en su Anexo, será aprobado por cada una de las partes contratantes de conformidad con sus propias leyes y entrará en vigencia mediante un cambio de notas diplomáticas de las dos partes contratantes.

En fé de lo cual, los suscritos, debidamente autorizados por sus respectivos Gobiernos, firman el presente Convenio.

Dado en la ciudad de La Paz a los veintinueve días del mes de septiembre de mil novecientos cuarenta y ocho años, en duplicado, en los idiomas inglés y castellano, cada uno de los cuales tendrá la misma validez.

For the Government of the United States of America:

Por el Gobierno de los Estados Unidos de América:

[SEAL] JOSEPH FLACK

For the Government of the Republic of Bolivia:

Por el Gobierno de la República de Bolivia:

[SEAL] J. PAZ CAMPERO

¹ Approved by the Bolivian Council of Ministers Nov. 4, 1948.

² Entered into force Nov. 4, 1948.

**ANNEX TO AIR TRANSPORT
AGREEMENT BETWEEN THE
UNITED STATES OF AMERICA
AND THE REPUBLIC OF BO-
LIVIA.**

SECTION I

Airlines of the United States of America, authorized under the present Agreement, are accorded rights of transit and of non-traffic stop in the territory of the Republic of Bolivia, as well as the right to pick up and discharge international traffic in passengers, cargo, and mail at La Paz, Oruro, Cochabamba, Sucre, Santa Cruz, Roboré, and Puerto Suárez, on the following routes via intermediate points in both directions:

The United States of America and/or an airport serving the Canal Zone (provided that if such airport be located not in the Canal Zone, but in Panamanian territory outside the Canal Zone, the consent of the Republic of Panama be obtained), to La Paz, Oruro, Cochabamba, Sucre, Santa Cruz, Roboré, and Puerto Suárez, and beyond Bolivia.

On each of the above routes the airlines authorized to operate on a specified route may operate non-stop flights between any of the points on such route, thus omitting stops at one or all of the other points on such route.

SECTION II

Airlines of the Republic of Bolivia authorized under the present Agreement, are accorded in the territory of the United States of America rights of transit and of non-traffic stop, as well

**ANEXO AL CONVENIO SOBRE
TRANSPORTE AEREO ENTRE
LOS ESTADOS UNIDOS DE
AMERICA Y LA REPUBLICA DE
BOLIVIA.**

SECCION I

A las compañías aéreas de los Estados Unidos de América, autorizadas de acuerdo al presente Convenio, se les concede los derechos de tránsito y de estacionamiento en el territorio de la República de Bolivia, así como también los derechos de embarcar y desembarcar el tráfico internacional, en lo que respecta a pasajeros, carga y correo en La Paz, Oruro, Cochabamba, Sucre, Santa Cruz, Roboré y Puerto Suárez, en las siguientes rutas vía puntos intermedios en ambas direcciones:

De los Estados Unidos de América y/o de un aeropuerto en servicio de la Zona del Canal (siempre que si tal aeropuerto no estuviera situado en la Zona del Canal, sino en territorio panameño fuera de la Zona del Canal, se obtendrá el consentimiento de la República de Panamá), a La Paz, Oruro, Cochabamba, Sucre, Santa Cruz, Roboré y Puerto Suárez, y más allá de Bolivia.

En cada una de las mencionadas rutas, las compañías aéreas autorizadas a operar en una ruta determinada pueden realizar vuelos sin aterrizaje entre cualquiera de los puntos de tal ruta, evitando así aterrizajes en uno o todos los puntos de que ella se compone.

SECCION II

A las compañías aéreas de la República de Bolivia, autorizadas de acuerdo al presente Convenio, se les concede los derechos de tránsito y estacionamiento en el territorio de los

as the right to pick up and discharge international traffic in passengers, cargo, and mail on the following routes (the routes to be operated by Bolivia will be the subject of further discussion when Bolivia resolves to initiate such operations).

Estados Unidos de América, así como también los derechos de embarcar y desembarcar el tráfico internacional en lo que respecta a pasajeros, carga y correo en las siguientes rutas (las rutas que serán operadas por Bolivia deberán ser motivo de posteriores conversaciones cuando Bolivia resuelva iniciar tales operaciones).

SECTION III

It is agreed between the contracting parties:

- (A) That the air carriers of the two contracting parties operating services on the routes described in this Annex to the Agreement shall enjoy fair and equal opportunity for the operation of the said routes;
- (B) That the air transport capacity offered by the carriers of both countries shall bear a close relationship to traffic requirements;
- (C) That in the operation of common sections of trunk routes the air carriers of the contracting parties shall give attention to their reciprocal interests so as not to affect unduly their respective services;
- (D) That the services provided by a designated air carrier under this Agreement and its Annex shall have as their principal objective the maintenance of capacity adequate to the traffic demands between the country of which such air carrier is a national and the

SECCION III

Las partes contratantes convienen en lo siguiente:

- (A) Que las compañías aéreas de las dos partes contratantes que realicen servicios en las rutas detalladas en este Anexo del Convenio gozarán de oportunidades equitativas e iguales en la explotación de las citadas rutas;
- (B) Que la capacidad de transporte aéreo ofrecida por las aeronaves de ambos países estará en relación con las necesidades del tráfico;
- (C) Que durante los servicios en las secciones comunes de las rutas troncales, las compañías aéreas de las partes contratantes deberán prestar atención a sus intereses recíprocos, a fin de no afectar indebidamente sus respectivos servicios;
- (D) Que los servicios prestados por una compañía aérea designada de acuerdo a este Convenio y su Anexo, tendrán como principal objetivo mantener la capacidad adecuada a las necesidades del tráfico entre el país del cual tal compañía aérea es naci-

- | | |
|--|--|
| country of ultimate destination of the traffic; | onal y el país del destino final del tráfico aéreo; |
| (E) That the right to embark and to disembark at points in the territory of the other country international traffic destined for or coming from third countries at a point or points specified in this Annex, shall be applied in accordance with the general principles of orderly development to which both Governments subscribe, and shall be subject in addition to the general principle that capacity shall be related: | (E) Que el derecho de embarcar y desembarcar en puntos del territorio del otro país el tráfico internacional destinado a o procedente de terceros países a un punto o puntos especificados en este Anexo, se aplicará de acuerdo a los principios generales del desarrollo normal al que ambos Gobiernos se comprometen, debiendo, además, sujetarse al principio general de que la capacidad se relaciona de la siguiente manera: |
| 1. To traffic requirements between the country of origin or points under its jurisdiction and the country of destination; | 1. Con las necesidades del tráfico entre el país de origen o lugares bajo su jurisdicción y el país de destino; |
| 2. To the requirements of through airline operation; and | 2. Con las necesidades del funcionamiento de líneas aéreas directas; y |
| 3. To the traffic requirements of the area through which the airline passes after taking account of local and regional services. | 3. Con las necesidades del tráfico aéreo de la zona por la cual pasa la compañía aérea después de tomarse en cuenta los servicios locales y regionales. |

JOSEPH FLACK.

J. PAZ CAMPERO

SOMALI REPUBLIC

Technical Cooperation

Agreement extending the agreement of January 28 and February 4, 1961, as extended.

Effectuated by exchange of letters

Signed at Mogadiscio December 24 and 29, 1963;

Entered into force December 29, 1963.

The American Ambassador to the Somali Minister for Foreign Affairs

MOGADISCIO, SOMALI REPUBLIC,
December 24, 1963.

DEAR MR. MINISTER:

I have the honor to refer to the letter of Dr. Abdirasid Ali Scer-marche in his capacity as Acting Minister of Foreign Affairs, dated December 31, 1962, [¹] agreeing to an informal extension of the Technical Cooperation Agreement between our two governments up to December 31, 1963.

Pending any negotiation and decision between our two governments as to a new form of Agreement which may develop, I have the honor to propose that the Technical Cooperation Agreement between our two governments, above referred to, be further informally extended until December 31, 1964. I would be pleased to learn if this proposal is acceptable to the Government of the Somali Republic.

Please accept, Mr. Minister, the renewed assurances of my highest esteem.

Respectfully yours,

H. G. TORBERT, Jr.
American Ambassador

The Honorable

ABDULLAHI ISSA MOHAMUD,
Minister for Foreign Affairs,
Mogadiscio.

¹ Exchange of letters dated Dec. 28 and 31, 1962; TIAS 5332; *ante*, p. 400.

The Somali Minister for Foreign Affairs to the American Ambassador

MINISTERO DEGLI AFFARI ESTERI

MOGADISCIO,
December 29, 1963.

DEAR MR. AMBASSADOR,

I have the honour to refer to your letter dated December 24, 1963 proposing an informal extension of the Technical Cooperation Agreement between our two Governments and to inform you that my Government agrees to the extension of the Technical Cooperation Agreement until December 31, 1964.

In the meantime negotiations will continue between our two Governments to conclude a permanent Agreement.

Accept, dear Mr. Ambassador, the assurances of my highest esteem.
Sincerely yours,

ABDULLAHI ISSA
Abdullahi Issa
Minister for Foreign Affairs.

His Excellency

H. G. TORBERT, Jr.

*American Ambassador,
Embassy of the United States of America,
Mogadiscio.*

CHINA

Investment Guaranties

Agreement relating to the agreement of June 25, 1952, as amended.

Effectuated by exchange of notes

Signed at Taipei December 30, 1963;

Entered into force December 30, 1963.

The American Ambassador to the Chinese Minister of Foreign Affairs

No. 42

TAIPEI, December 30, 1963.

EXCELLENCY:

I have the honor to refer to the Agreement effected by the exchange of notes of June 25, 1952 [1] as amended by the agreement effected by the exchange of notes of May 3, 1957, [2] between our two Governments relating to investment guaranties which may be issued by the Government of the United States of America for American investments in activities in Taiwan. After the conclusion of these Agreements, legislation has been enacted in the United States of America modifying and augmenting the coverage to be provided investors by investment guaranties that may be issued by the Government of the United States of America.

In the interest of facilitating and increasing the participation of private enterprise in furthering economic development in Taiwan, the Government of the United States of America is prepared to issue investment guaranties providing such coverage as may be authorized by the applicable United States legislation for appropriate investments in activities approved by your Government provided that your Government agrees that the undertakings between our respective Governments contained in the Agreement effected by the exchange of notes on June 25, 1952 will be applicable to such guaranties including, but not limited to, those issued under the Mutual Security Act of 1954, [3] as amended, and the Act for International Development of 1961, [4] as amended.

¹ TIAS 2657; 3 UST (pt. 4) 4846.

² TIAS 3831; 8 UST 753.

³ 68 Stat. 846; 22 U.S.C. § 1933, 1958 ed.

⁴ 75 Stat. 429; 22 U.S.C. § 2181 *et seq.*

I have the honor to propose further that the above-mentioned Agreement effected by exchange of notes of May 3, 1957 will terminate upon the entry into force of the present Agreement.

Upon receipt of a note from Your Excellency indicating that the foregoing is acceptable to the Government of the Republic of China and that such undertakings shall apply, the Government of the United States of America will consider that this note and your reply thereto constitute an Agreement between our two Governments on this subject, the Agreement to enter into force on the date of your note in reply.

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

JERAULD WRIGHT

His Excellency

SHEN CHANG-HUAN,

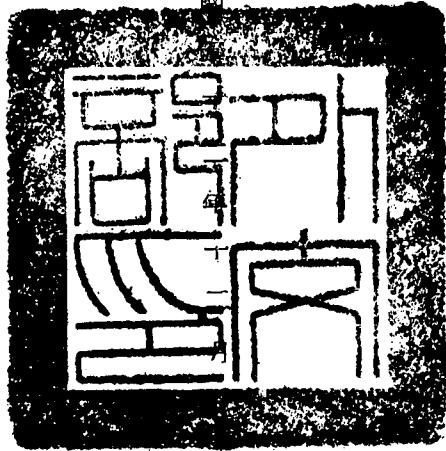
Minister of Foreign Affairs,

Taipei.

美利堅合衆國駐中華民國特命全權大使賴特閣下

此致

沈昌煥



日

於

台

北

接受并同意該項承諾應可適用時認爲本照會及閣下復照構成貴我

兩國政府關於此事之協定自閣下復照之日起生效。」

本部長茲代表中華民國政府對於

貴大使上開照會所載各項瞭解予以接受并聲明本照會及

貴大使來照，應認爲構成兩國政府間之協定；該協定應於本日起發生

效力。

本部長順向

貴大使重申最高之敬意。

貴國政府同意將一九五二年六月廿五日換文成立協定所含 貴我兩國政府之承諾適用於此等保證，包括但不限於在業經修正之一九五四年共同安全法案暨一九六一年國際開發法案項下所已提供之保證，美國政府擬於其有關法令規定之保證範圍內，對 貴國政府核准之事業所作適當投資提供保證。

「本大使茲建議上述於一九五七年五月三日換文成立之協定一俟本協定生效即行終止。

「美國政府於接准 閣下復照表示 中華民國政府對上述各節可予

*The Chinese Minister of Foreign Affairs to the American Ambassador*外
(52)
美FACTS
4

照會

逕復者：接准

貴大使本日第四十二號照會內開：

「查依照 貴我兩國政府於一九五二年六月廿五日換文成立並經

於一九五七年五月三日換文修正之投資保證協定美利堅合衆國政府得

對美國人在台灣事業之投資提供保證。此項協定簽訂後美國復經立法

將美國政府對投資人所提供之投資保證範圍予以修正并予擴大。

「茲為便利并擴大民營企業參與促進台灣經濟發展起見，如

Translation

No. Wai(52) Mei-1-018154

TAIPEI, December 30, 1963

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note No. 42 of today's date, which reads as follows:

[For the English language text of the note, see *ante*, p. 2222.]

In reply, I have the honor to accept on behalf of the Government of the Republic of China the understandings set forth in Your Excellency's note under reference and to state that Your Excellency's note and this note shall be regarded as constituting an agreement between the two Governments which shall become effective as of the date of today's note.

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

SHEN CHANG-HUAN

[SEAL]

His Excellency

JERAULD WRIGHT,

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

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